

Additional Disclosures
Edgewater Isle South Condominium Owners' Association

Read & Approved P. 1-8

DocuSigned by:

Seller

Ellen Man Golden, Trustee

8214DC82AB54400...

Date

2/6/2020

Seller

Jonathan Golden, Trustee

9D9AC5A612504C6...

Date

2/5/2020

Buyer

Date

Buyer

Date

10:03 PST

20:50 PST

Annual Budget Report (Required Civil Code Sec. 4525) Edgewater Isle South Condominium Owners' Association

Read & Approved P. 1-51	
DocuSigned by:	
Seller <u>Ellen Nan Golden, Trustee</u>	Date <u>2/6/2020</u> 10:03 PST
Seller <u>Jonathan Golden, Trustee</u>	Date <u>2/5/2020</u> 20:50 PST
Buyer <u>9D9AC5A612504C6...</u>	Date _____
Buyer _____	Date _____

Order: YLZL7HZ73
Address: 2168 Vista del Mar
Order Date: 01-23-2020
Document not for resale
HomeWiseDocs

Articles of Incorporation (Required Civil Code Sec. 4525) Edgewater Isle South Condominium Owners' Association

Read & Approved P. 1-8	
Seller	DocuSigned by: Ellen Nam Golden, Trustee 2/6/2020 10:03 PST
Seller	DocuSigned by: Jonathan Golden, Trustee 2/5/2020 20:50 PST
Buyer	Date
Buyer	Date

Order: YLZL7HZ73
Address: 2168 Vista del Mar
Order Date: 01-23-2020
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Bylaws (Required Civil Code Sec. 4525) Edgewater Isle South Condominium Owners' Association

Read & Approved P. 1-40	
DocuSigned by:	2/6/2020 10:03 PST
Seller <u>Ellen Nan Golden, Trustee</u>	Date _____
DocuSigned by:	2/5/2020 20:50 PST
Seller <u>Jonathan Golden, Trustee</u>	Date _____
DocuSigned by:	9D9AC5A612504C6...
Buyer _____	Date _____
Buyer _____	Date _____

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Edgewater Isle South Condominium Owners' Association

4528. The form for billing disclosures required by Section 4530 shall be in at least 10-point type and substantially the following form:

CHARGES FOR DOCUMENTS PROVIDED AS REQUIRED BY SECTION 4525*

The seller may, in accordance with Section 4530 of the Civil Code, provide to the prospective purchaser, at no cost, current copies of any documents specified by Section 4525 that are in the possession of the seller.

A seller may request to purchase some or all of these documents, but shall not be required to purchase ALL of the documents listed on this form.

Property Address: 2168 Vista del Mar, San Mateo

Owner of Property: Jonathan Golden

Owner's Mailing Address: _____
(if known or different from property address)

Read & Approved P. 1-2

Seller Ellen Man Golden, Trustee **Date** 2/6/2020 | 10:03 PST

Seller Jonathan Golden, Trustee **Date** 2/5/2020 | 20:50 PST

Buyer _____ **Date** _____

Buyer _____ **Date** _____

Provider of the **Section 4525** Items:

Admin Login	Admin Account	The Manor Association	01-30-2020
Print Name	Position or Title	Association or Agent	Date Form Completed

Check or Complete Applicable Column or Columns Below:

Document	Civil Code Section Included	Fee for Document	Not Available (N/A) or Not Applicable (N/App)
Articles of Incorporation (or statement that not incorporated)	Section 4525(a)(1)	\$10.00	
CC&Rs	Section 4525(a)(1)	\$30.00	
Bylaws	Section 4525(a)(1)	\$25.00	
Operating Rules	Section 4525(a)(1)	\$50.00	
Age Restrictions, if any	Section 4525(a)(2)		N/App
Rental Restrictions, if any	Section 4525(a)(9)	\$0.00	Refer to CC&Rs
Annual Budget Report (or summary, including Reserve Study)	Sections 5300 and 4525 (a)(3)	\$50.00	
Assessment and Reserve Funding Disclosure Summary	Sections 5300 and 4525 (a)(4)		Included in Budget
Financial Statement Review	Sections 5305 and 4525(a)(3)	\$50.00	
Assessment Enforcement Policy	Sections 5310 and 4525(a)(4)		Included in Budget
Insurance Summary	Sections 5300 and 4525 (a)(3)		Included in Budget
Regular Assessment	Section 4525(a)(4)		Refer to the Demand
Special Assessment	Section 4525(a)(4)	\$0.00	Refer to the Demand
Emergency Assessment	Section 4525(a)(4)		Refer to the Demand

CC&Rs (Required Civil Code Sec. 4525) Edgewater Isle South Condominium Owners' Association

Read & Approved P. 1-112	
DocuSigned by:	2/6/2020 10:03 PST
Seller <u>Ellen Nan Golden, Trustee</u>	Date _____
8214DC82AB54400...	
DocuSigned by:	2/5/2020 20:50 PST
Seller <u>Jonathan Golden, Trustee</u>	Date _____
9D9AC5A612504C6...	
Buyer _____	Date _____
Buyer _____	Date _____

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EDGEWATER ISLE SOUTH OWNERS' ASSOCIATION

Minutes of the Board of Directors Meeting

July 29, 2019

1800 Gateway Drive, suite 100 – San Mateo, CA 94404

CALL TO ORDER:

President James Newell called the Edgewater Isle South Board of Directors meeting to order at 6:35 PM.

DIRECTORS PRESENT

Lynn Hanlon – President /Treasurer

James Newell – Vice President

Noel Lecaros – Secretary

Jane Fraser - Director

Read & Approved P. 1-8

2/6/2020 | 10:03 PST

Seller Eileen Hanlon Golden, Trustee Date

8214DC82AB54400

Seller Jonathan Golden, Trustee Date

2/5/2020 | 20:50 PST

9D9AC5A612504C6...

Buyer Date

Buyer Date

ALSO PRESENT: Eileen Greathouse representing, The Manor Association, Inc.**OPEN FORUM:** No homeowners were present.**1. MEETING MINUTES –****A) June 24, 2019 regular Board of Directors meeting.**

It was **MSC** to approve the June 24, 2019 minutes of the regular Board of Directors meeting minutes as presented.

2. FINANCIAL STATEMENTS:

a. April 30, 2019, May 31, 2019 and June 30, 2019 financials. It was **MSC** to accept the April 30, 2019, May 31, 2019 and June 31, 2019 financial statements and bank reconciliation as submitted. Financial Statements include balance sheet, operating fund income statement, reserve fund income statement, bank reconciliation, check registers and general ledger pending year-end audit.

E-mail blast to owners regarding the bank change and set up for automatic monthly assessments.

b. It was **MSC** to approve the Standard Motion for Collections: Collections Standard Motion/ Lien Action: I motion to approve all owners with delinquent assessment balances in the 30, 60 and 90-day columns of the Delinquent Report dated July 31, 2019 are to be sent to collection with the timelines of the collection policy, included, but not limited to recording a lien against the property.

a. Lien approvals: No action at this time.

3. A. President: No discussion.

B. Treasurer: Director Hanlon noted she purchased two CD's after the June meeting, approved the purchase of one in the amount of \$150.00.00 and the other in amount of \$100,00.00 both at 2% interest.

C. Landscaping: There will be a tree walk with Loral Landscaping on July 31st for the annual tree maintenance and removals for the 2019 year. The monthly landscape walk with Greener will be held on Friday, August 2nd.

D. Inter- Association: Director Newell noted are continuing problems regarding the clogging of the sewer system in the communities.

E. Maintenance: It was **MSC** to approve a proposal from Positive Electric to install outdoor rated cable along the fence line to service the spa at a cost of \$1,275.00.

Financial Statement Review (Required Civil Code Sec. 4525) Edgewater Isle South Condominium Owners' Association

Read & Approved P. 1-20	
<small>DocuSigned by:</small>	
Seller <u>Ellen Nan Golden, Trustee</u>	<u>2/6/2020</u> <u>10:03</u> PST
<small>DocuSigned by:</small>	
Seller <u>Jonathan Golden, Trustee</u>	<u>2/5/2020</u> <u>20:50</u> PST
<small>8214DC82AB54400...</small>	
Buyer _____	Date _____
Buyer _____	Date _____

Order: YLZL7HZ73
Address: 2168 Vista del Mar
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Insurance Disclosure (Non Required Civil Code Sec. 4525) Edgewater Isle South Condominium Owners' Association

Read & Approved P. 1-4	
DocuSigned by:	
Seller <i>Ellen Van Golden, Trustee</i>	2/6/2020 10:03 PST
DocuSigned by:	
Seller <i>Jonathan Golden, Trustee</i>	2/5/2020 20:50 PST
Buyer	Date
Buyer	Date

Order: YLZL7HZ73
Address: 2168 Vista del Mar
Order Date: 01-23-2020
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Litigation (Non Required Civil Code Sec. 4525)

Edgewater Isle South Condominium Owners' Association

Read & Approved P. 1-2	
DocuSigned by:	2/6/2020 10:03 PST
Seller <u>Ellen Nan Golden, Trustee</u>	Date _____
8214DQ92AB54400	2/5/2020 20:50 PST
Seller <u>Jonathan Golden, Trustee</u>	Date _____
9D9AC5A612504C6...	
Buyer _____	Date _____
Buyer _____	Date _____

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Newsletters (Non Required Civil Code Sec. 4525) Edgewater Isle South Condominium Owners' Association

Read & Approved P. 1-8	
Seller	Date
Seller	Date
Buyer	Date
Buyer	Date

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Operating Rules (Required Civil Code Sec. 4525) Edgewater Isle South Condominium Owners' Association

Read & Approved P. 1-32	
DocuSigned by:	2/6/2020 10:03 PST
Seller <i>Ellen Nam Golden, Trustee</i>	Date <i>2/5/2020 20:50 PST</i>
Seller <i>Jonathan Golden, Trustee</i>	Date
Buyer	Date
Buyer	Date

Order: YLZL7HZ73
Address: 2168 Vista del Mar
Order Date: 01-23-2020
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Order Summary

Edgewater Isle South Condominium Owners' Association
The Manor Association

Property Information:

2168 Vista del Mar
San Mateo, CA 94404-4020
Seller: Jonothan Golden



Requestor:

Powerhouse TCs
Monica Guzman
209-566-4956

Payment Summary

Payment Method: Visa
Name: Lisa Fujimoto
Account Number: XXXX-XXXX-XXXX-6924
Payment Amount: \$306.00
Payment Date: 01-23-2020

Read & Approved P. 1-1

DocuSigned by:
 2/6/2020 | 10:03 PST
 DocuSigned by:
 2/5/2020 | 20:50 PST
 DocuSigned by:
 8214D682AB54400...
 DocuSigned by:
 9D9AC5A612504C6...
 Seller _____ Date _____
 Seller _____ Date _____
 Buyer _____ Date _____
 Buyer _____ Date _____

Payment Details

Amounts Prepaid

Convenience Fee	\$6.00
Total Escrow Disclosure	\$300.00
Documents with PRDS/CAR Form	
Up Front Total	\$306.00

At Close Details

Amounts Due At Close

At Close Total	\$0.00
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No returns, exchanges, price adjustments, or cancellations are permitted after products are received unless mandated by state statute.
NOTE: This receipt is acknowledgment of your order. **DO NOT USE** for payoff or closing instructions.

Regular Meeting Minutes (Required Civil Code Sec. 4525) Edgewater Isle South Condominium Owners' Association

Read & Approved P. 1-12	
DocuSigned by:	
Seller <u>Ellen Ann Golden, Trustee</u>	Date <u>2/6/2020 10:03 PST</u>
DocuSigned by:	
Seller <u>Jonathan Golden, Trustee</u>	Date <u>2/5/2020 20:50 PST</u>
Buyer <u>9D9AC5A612504C6...</u>	Date _____
Buyer _____	Date _____

Order: YLZL7HZ73
Address: 2168 Vista del Mar
Order Date: 01-23-2020
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Rental Restrictions (Required Civil Code Sec. 4525) Edgewater Isle South Condominium Owners' Association

Read & Approved P. 1-2	
DocuSigned by:	2/6/2020 10:03 PST
Seller <u>Ellen Man Golden, Trustee</u>	Date _____
DocuSigned by:	2/5/2020 20:50 PST
Seller <u>Jonathan Golden, Trustee</u>	Date _____
Buyer <u>9D9AC5A612504C6...</u>	Date _____
Buyer _____	Date _____

Order: YLZL7HZ73
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Order Date: 01-23-2020
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Special Assessment (Required Civil Code Sec. 4525) Edgewater Isle South Condominium Owners' Association

Read & Approved P. 1-2		
Seller	DocuSigned by: <i>Ellen N. Golden, Trustee</i>	Date 2/6/2020 10:03 PST
Seller	DocuSigned by: <i>Jonathan Golden, Trustee</i>	Date 2/5/2020 20:50 PST
Buyer	9D9AC5A612504C6...	Date
Buyer		Date

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Edgewater Isle South Condominium Owners' Association

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August 21, 2019

RE: Bank and Software Transition

Dear Homeowner,

Thank you for your patience and participation during the recent bank and software transition for your homeowner's association. We are writing to make sure that you have successfully changed your payment profile and to invite you to explore the benefits of the association's new online web portal.

If you have not yet registered on the web portal, please refer to the attached "[Creating a Login ID](#)" for detailed instructions. Once registered, you can select among several options to pay assessments, including recurring auto-debit (ACH/EFT) or one-time credit or debit card payments. Please refer to the attached "[Setting Up Automatic Payments](#)."

While transitioning customers to the new banking and software platform, we identified several common problems encountered by owners concerning assessment payments. We will summarize these problems and provide guidance to correct or avoid them.

- ✓ **Account Numbers:** Your account number changed with the implementation of the new management software. Your new account number is on your dues statement. You must have the correct account number to register on the web portal. Registration on the web portal will fail if you attempt to register with the wrong account number. Besides needing your account number to register on the web portal, your account number is critically important if you pay your assessment by check or through a bill pay service. The bank uses scanning software to match the account number on your check to your association account. If your check (manual check or through a bill pay service) doesn't have an account number, the bank scanner will reject the check, and the payment must be manually processed. Please write your account number on your check or enter it into the memo field if using a bill pay service.
- ✓ **Auto Debit (ACH/EFT):** After you successfully register on the web portal, you may choose to set up recurring auto-payments (ACH/EFT). Select the tab labeled "ACH/EFT" on the top menu bar and follow the instructions to set up your bank account. There are no additional fees for using the Auto Debit (ACH/EFT) service. DO NOT SELECT THE "PAY NOW" BUTTON for this option.
 - **Start Date:** When setting up your ACH/EFT payment, there is a field titled "Start Date." Enter the 1st day of the month in the month that you want the auto payment to begin. For example, if you want to start auto payments in September, use the drop-down calendar to enter 09/01/2019.
 - **Distribution:** When setting up your ACH/EFT payment, there is a field titled "Distribution." Enter the number "100", which indicates that you want 100 percent of the monthly due's payment deducted from your account. **Do not enter the monthly dues amount in this field!**

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Order Date: 01-23-2020
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1800 Gateway Drive, Suite 100
San Mateo, CA 94404

www.manorinc.com

- ✓ **Using the PAY NOW Button:** The Pay Now button provides options for using your credit or debit card to make one-time payments. You may also set up recurring payments using your credit or debit card. Be advised that there are additional fees connected to using the Pay Now payment option.
- ✓ **Online Bill Pay Services:** If you use your bank's online bill pay service to pay your monthly assessment, you must delete the old payment record (associated with the old account number) and create a new one. Be sure to use the association name as the payee and have the payment sent to P.O. Box 7056, San Francisco, CA, 94120-7056. It is very important to include your account number in the memo field of your payment record.
- ✓ **Mailing a Payment:** You may mail a check to P.O. Box 7056, San Francisco, CA, 94120-7056. Please include your remittance stub and write your account number on the check.

Once again, we thank you for your time and attention to this transition. Please refer to the attached documents for detailed information about registering on the association's web portal and setting up a payment option. Please contact us should you need additional assistance.

Sincerely,

The Manor Association, Inc.
1800 Gateway Drive, #100
San Mateo, CA 94404
(650) 637-1616



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Address: 2168 Vista del Mar
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1800 Gateway Drive, Suite 100
San Mateo, CA 94404

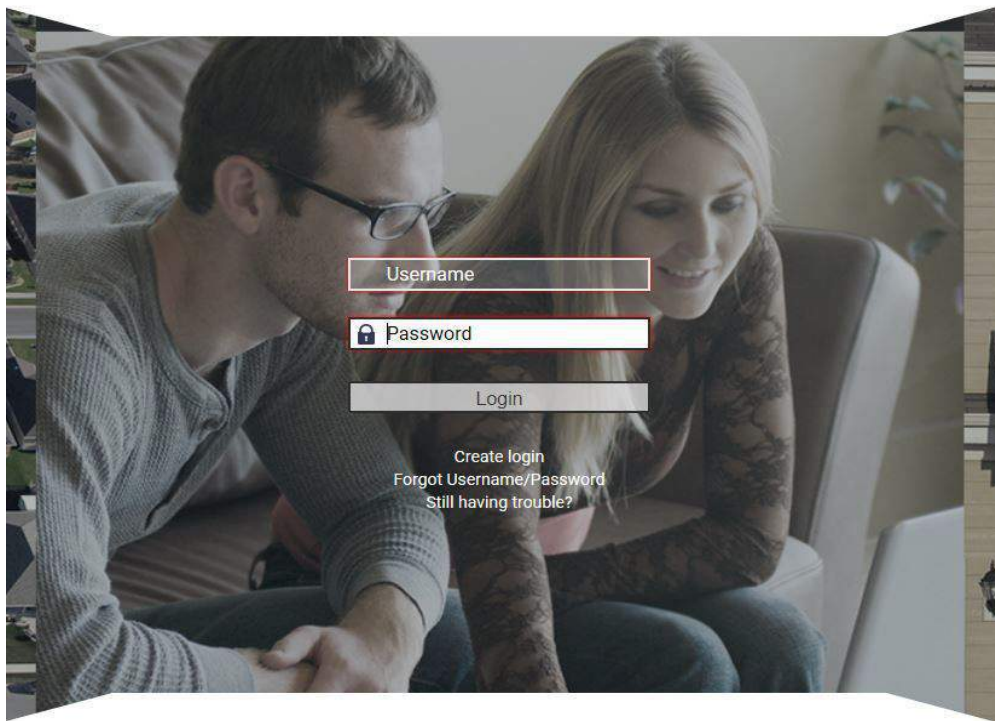
www.manorinc.com

Creating a login ID

Create a login on the web portal by accessing the Manor web portal login page at: www.manorinc.com/portal-login

Or, you can open a browser and type www.manorinc.com. Once at the Manor site, click the “Login User Portal” button on the top of the page. You will see this page open in your browser:

The Manor Association



Click on the line “Create login”. Have your new Manor account number and your email address available for data entry. You will see this page open:

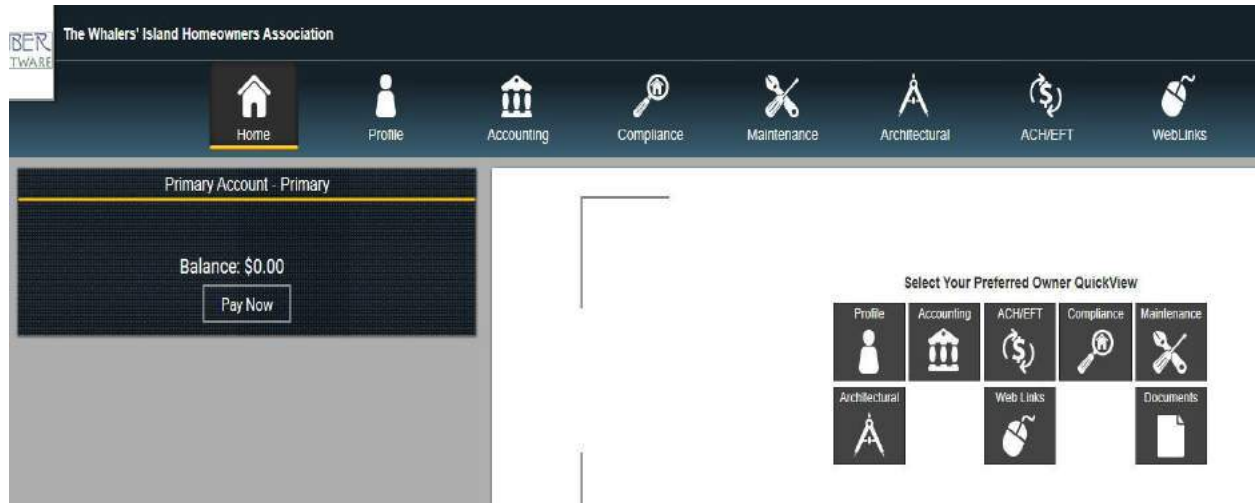
Registration

Please enter your account number and email address in the fields below. Once submitted, you will receive an email with a link to create your login and password.

Account Number	Account Number (Provided by your management company)
Email	Email (Linked with this account)
<div style="border: 1px solid black; padding: 5px 20px; display: inline-block;">Submit Registration</div>	

Enter your account number and e-mail address then click “Submit Registration”. You should quickly receive an e-mail message from “@calibersoftware.email”. If you do not see the message, check your spam folder. Click on the underlined link to complete your registration.

The page below will display when you login to the web portal:



- Click on the Profile icon at the top of the page to update your personal information or account preferences.
- Click on the ACH/EFT icon at the top of the page to set up automatic monthly payments from your checking or savings account (explained in a separate document).
- Click on the “Pay Now” button to make an immediate payment or setup recurring payments using a credit or debit card (explained in a separate document).

Make sure to add the domain name “@calibersoftware.email” to the safe senders list for your email account so that future email from the web portal, such as monthly statements, are not marked as spam.

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Setting Up Automatic Payments

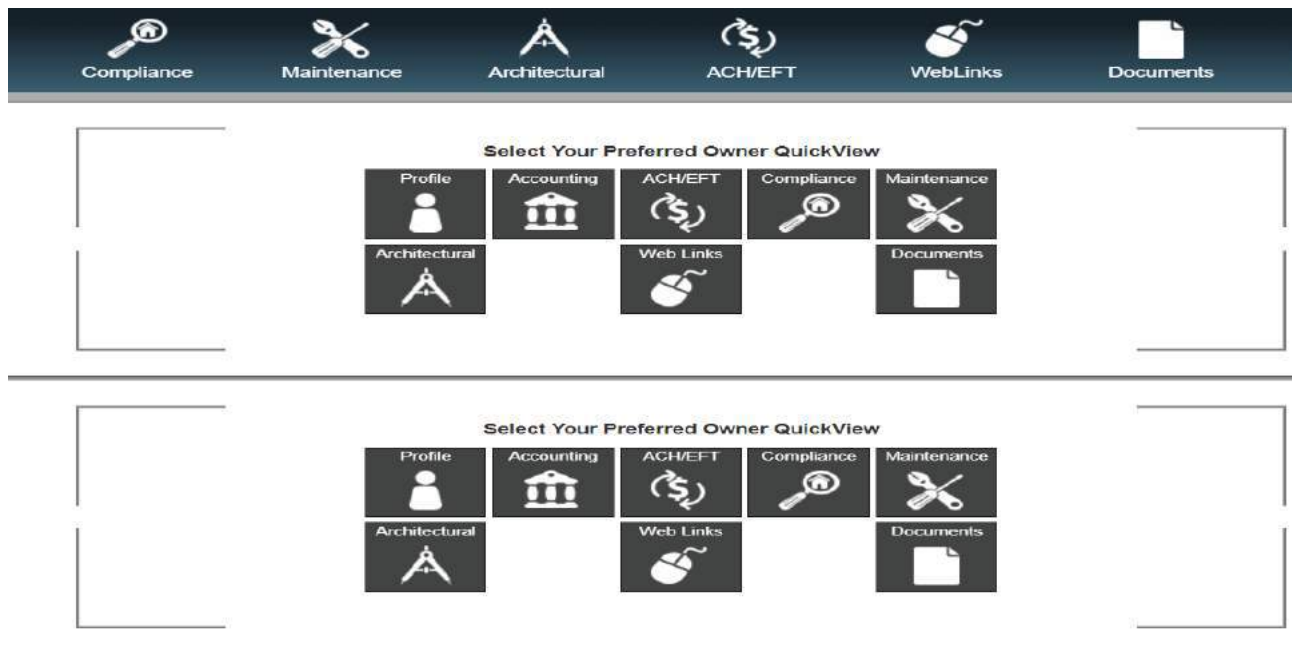
Below are the options for making electronic payments for your homeowner's association monthly assessment using Manor's web portal:

- Authorize Manor and Pacific Premier Bank to automatically debit your bank account monthly via ACH/EFT electronic funds transfer. This service is free.
- Authorize Manor and Pacific Premier Bank to charge your monthly assessment to a credit card. There is a transaction fee to use this service.
- Pay by E-Check. There is no transaction fee for this service.

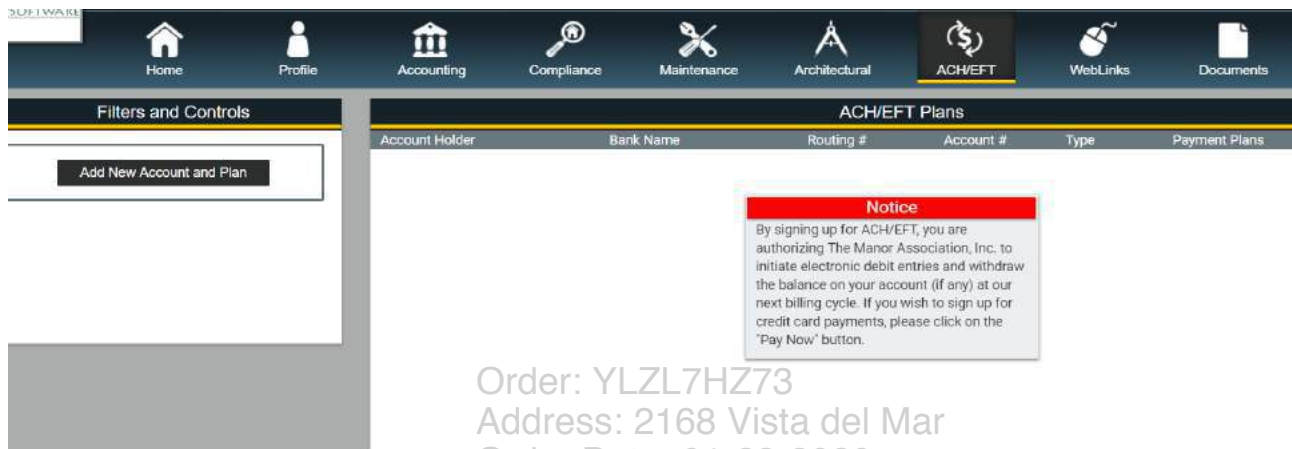
You can setup any of these options after you create a login ID for the web portal. See the separate document named **Creating a login ID** for instructions.

Start the setup process by logging into the web portal. Gather your bank account information or your credit or debit card data. You will see the Manor web portal home page below.

- ✓ Click on the **ACH/EFT** icon at the top of the home page to begin setup



- ✓ Click the button named **Add New Account and Plan**.



Order: YLZL7HZ73

Address: 2168 Vista del Mar

Order Date: 01-23-2020

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✓ Complete the form to setup your bank account for automatic payment as follows:

- Select the owner or co-owner name from the Account Holder drop down list
- Select account type, checking or savings
- Type the name of the bank
- Type the 9-digit bank **routing number** as it appears at the bottom of your personal check
- Type the **bank account number** as it appears at the bottom of your personal check or on your bank account statement
- Type your name. This will usually be the same as the name selected for the Account Holder box.
- Click on the start date box and select a start date from the pop-up calendar. **SELECT THE FIRST DAY OF THE MONTH FOR THE MONTH THAT YOU WANT AUTOMATIC PAYMENTS TO BEGIN.**
- Leave the end date box blank.
- Leave the distribution box set to the default value 100. **DO NOT ENTER THE DUES AMOUNT FOR YOUR ASSOCIATION OR YOU WILL BE OVERCHARGED!**
- Click the Save Bank and Plan button to complete the setup.

New Account and Plan	
Bank Account	
Account Holder:	<input type="text"/>
Account Type:	<input type="text" value="- Choose Account Type -"/>
Bank:	<input type="text" value="Bank's Name"/>
Routing #:	<input type="text" value="Your Bank's 9-digit routing number"/>
Account #:	<input type="text"/>
ACH/EFT Payment Plan	
Name:	<input type="text"/>
Start Date:	<input type="text"/>
End Date:	<input type="text" value="Leave blank for no end date"/>
Distribution:	<input type="text" value="100"/>
<small>*100 indicates full amount, 0 to enter a manual amount below</small>	
Manual Amount:	<input type="text" value="Enter only if you want to specify the draft amount"/>
<input type="button" value="Save Bank and Plan"/>	
<input type="button" value="Close"/>	

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You will automatically return to the ACH/EFT page and will now see the following image for your active ACH/EFT payment plan:

ACH/EFT Plans						
Account Holder	Bank Name	Routing #	Account #	Type	Payment Plans	Status
	Bank of California67894321	Checking	1	Active 

Notice

By signing up for ACH/EFT, you are authorizing The Manor Association, Inc. to initiate electronic debit entries and withdraw the balance on your account (if any) at our next billing cycle. If you wish to sign up for credit card payments, please click on the "Pay Now" button.

The green Active indicator box means that your account will now be charged monthly for the amount due. Payments are processed between the 8th and 12th of each month. You are now finished with setup and you can update your plan information at any time by clicking on the pencil icon to the right of the Active indicator. This will open a popup page that allows you to edit the plan information or to delete the plan.

If you want to pay by credit card, debit card, or E-Check, begin by clicking the Pay Now box on the upper left on the home page. This will open a Pay Now popup page:

Pay Now ✕

Caliber Payment Gateway

(Click this link to open in a new window)
 Property: Caliber Test Community

Welcome: Brian Campisi Logout

Home
One-Time Payment
Recurring Payment
Payment History
My Payment Accounts
My Profile
Support Center

Make a Payment Now

Payment Amount: \$

Make One-Time Payment

Want to set up automatic payments?

Schedule an AutoPay at the frequency of your choice.

Get Started


Recent Payment History

Trans #	Date	Amount	Status
There are currently no Payments			

Active AutoPays

Amount	Account	Debit Day	Freq
Click here to set up a new AutoPay			

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[ABOUT SSL CERTIFICATES](#)

Click on the **One-Time Payment** tab to start the 4-step procedure for making a one-time payment. You can pay with a credit or debit card (transaction fee applies) or pay from a checking account using the free E-Check process (no transaction fee with E-Check payment).

If you do not want to make electronic payments, you will continue to receive a monthly HOA statement by regular mail so that you can pay by mailing a personal check.

Annual Budget Report (Required Civil Code Sec. 4525)
Edgewater Isle South Condominium Owners' Association

Order: YLZL7HZ73
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HomeWiseDocs

November 5, 2019

Dear Edgewater Isle South Homeowner,

Enclosed you will find the 2020 Budget for the Association that was approved by your Board of Directors. It is accompanied by the mandated disclosures and reserve study analysis. Please review these important documents, and keep them with your other important Association records for future reference. As an owner, you know first-hand how Edgewater Isle South Homeowners Association proudly continues to be a special community. This mailing is part of the association's regular year-end communications including important information about the 2020 Budget. **The dues in 2020 will be adjusted as shown below:** The Board has invested considerable time into developing a budget that meets both annual operating costs and long-term reserve funding requirements. As in previous years, it is the Board's intent to preserve and enhance property value and overall enjoyment of the community while keeping dues stable over time. The 2020 budget is based upon approximately 4% overall increase for 2020.

The percentage increase for 2020 vary in percentage increases. Part of our budget is allocated to all unit owners in equal amounts, based per the CC&R's upon unit size and variable expenses such as Insurance, roofing and painting reserves, thus accounting for this difference. The new monthly dues schedule will take effect on January 1, 2020, and will be in effect through December 31, 2020.

The new assessment rate per unit is as follows:

UNIT TYPE:	ASSESSMENT:	COMMERCIAL ASSESSMENT
1	\$ 432.76	\$5.80
2	\$ 459.35	\$5.80
3	\$ 447.39	\$5.80
4	\$ 481.03	\$5.80
5	\$494.59	\$5.80

Please contact us through our Managing Agent, Manor Association, with any questions you may have. Community Manager; Eileen Greathouse can be reached at 650-637-1616 at ext. 385 or via e-mail at Eileen@manorinc.com. Thank you very much for your continued support.

Sincerely,

Edgewater Isle South Board of Directors

Enclosures:

2020 Pro Forma Budget or Summary – Civil Code Section 5300(b) (1)

2020 Variable Assessment Schedule (if applicable)

Summary of Associations Reserves (Reserve Study) – Civil Code Section 5300(b) (2)

Summary of Reserve Funding Plan – Civil Code Section 5300(b) (3)

Statement on Deferral – Civil Code Section 5300(b) (4)

Statement on Special Assessments – Civil Code Section 5300(b) (5)

Statement on Reserve Funding – Civil Code Section (b) (6)

Statement Outlining Reserve Calculation – Civil Code Section 5300(b) (7)

Association Loan Disclosure – Civil Code Section 5300(b) (8)

Insurance Coverage – Civil Code Section 5300(b) (9)

Assessment and Reserve Fund Disclosure Summary – Civil Code Section 5300(b) (10)

Order: YLZL7H73

Address: 2168 Vista del Mar

Order Date: 01-23-2020

Document not for resale

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Edgewater Isle South COA
Statement of Forecast Revenues/Expenses 2020
100 Units
Approved Budget

Account	2019 Budget	YTD Actuals 8/31/19	12/31/19 Forecast	2020 Budget	2020 Avg Per Month	2020 Per Unit/Month
OPERATING REVENUES						
40000 Regular Assessments	\$ 534,259.00	\$ 356,172.80	\$ 534,259.00	\$ 555,629.00	\$ 46,302.42	\$ 463.02
40005 Commercial Dues	\$ 6,960.00	\$ 4,640.00	\$ 6,960.00	\$ 6,960.00	\$ 580.00	\$ 5.80
			\$ -		\$ -	\$ -
42000 Parking			\$ -		\$ -	\$ -
42120 Key Replacement	\$ -	\$ -	\$ -		\$ -	\$ -
43200 Late Charges	\$ -	\$ 87.38	\$ 90.00		\$ -	\$ -
43210 Interest Charge			\$ -		\$ -	\$ -
43300 Collection Charges	\$ -		\$ -		\$ -	\$ -
43600 Repair Charge		\$ 270.00	\$ 270.00		\$ -	\$ -
TOTAL OPERATING REVENUES	\$ 541,219.00	\$ 361,170.18	\$ 541,579.00	\$ 562,589.00	\$ 46,882.42	\$ 468.82
OPERATING EXPENSES						
Maintenance & Repairs						
50870 Common Area - Maint/Rep	\$ 6,500.00	\$ 2,522.40	\$ 6,000.00	\$ 6,300.00	\$ 525.00	\$ 5.25
50351 Unit Related Repairs	\$ 4,900.00	\$ -	\$ 2,500.00	\$ 4,900.00	\$ 408.33	\$ 4.08
50730 Gutters Cleaning/Repairs	\$ 3,200.00	\$ -	\$ 3,000.00	\$ 3,200.00	\$ 266.67	\$ 2.67
50630 Fire Extinguisher Service	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 2,200.00	\$ 183.33	\$ 1.83
50620 Fire Alarm Maintenance /	\$ 5,000.00	\$ 2,810.00	\$ 5,000.00	\$ 5,000.00	\$ 416.67	\$ 4.17
50612 Fire System Repairs	\$ 6,000.00	\$ 240.65	\$ 6,000.00	\$ 6,000.00	\$ 500.00	\$ 5.00
50610 Fire Alarm Inspections	\$ 6,000.00	\$ 3,561.00	\$ 6,000.00	\$ 6,000.00	\$ 500.00	\$ 5.00
51080 Pool/Spa Maintenance	\$ 5,100.00	\$ 2,940.00	\$ 4,920.00	\$ 5,215.00	\$ 434.58	\$ 4.35
51082 Pool Repairs & Supplies	\$ 2,300.00	\$ 1,400.48	\$ 2,100.00	\$ 2,300.00	\$ 191.67	\$ 1.92
51045 Plumbing and Sewer	\$ 6,200.00	\$ -	\$ 2,000.00	\$ 5,000.00	\$ 416.67	\$ 4.17
51020 Pest Control Service	\$ 2,820.00	\$ 1,877.00	\$ 2,856.00	\$ 2,920.00	\$ 243.33	\$ 2.43
50561 Lighting Supplies	\$ 350.00	\$ -	\$ -	\$ 350.00	\$ 29.17	\$ 0.29
50200 Landscape - Contract	\$ 17,280.00	\$ 11,120.00	\$ 16,728.00	\$ 17,280.00	\$ 1,440.00	\$ 14.40
50230 Landscape - Irrigation Repairs	\$ 1,100.00	\$ 358.22	\$ 500.00	\$ 975.00	\$ 81.25	\$ 0.81
50210 Landscape - Extras	\$ 7,000.00	\$ 7,871.17	\$ 8,200.00	\$ 3,600.00	\$ 291.67	\$ 2.92
50270 Tree Maintenance	\$ 11,500.00	\$ 1,407.00	\$ 11,300.00	\$ 10,500.00	\$ 875.00	\$ 8.75
51120 Roof Maintenance	\$ 5,000.00		\$ 2,500.00	\$ 5,000.00	\$ 416.67	\$ 4.17
					\$ -	\$ -
	\$ 92,250.00	\$ 35,908.92	\$ 80,604.00	\$ 86,640.00	\$ 7,220.00	\$ 72.20
Utilities						
52170 PG&E - Electricity	\$ 18,000.00	\$ 7,585.70	\$ 16,210.00	\$ 17,100.00	\$ 1,425.00	\$ 14.25
52180 PG&E - Gas - Pool Heat	\$ 4,460.00	\$ 2,467.89	\$ 4,785.00	\$ 4,950.00	\$ 412.50	\$ 4.13
52225 Telephone (fire Alarm)	\$ 3,648.00	\$ 3,158.43	\$ 4,850.00	\$ 4,900.00	\$ 408.33	\$ 4.08
Total Utilities	\$ 26,108.00	\$ 13,211.82	\$ 25,845.00	\$ 26,950.00	\$ 2,245.83	\$ 22.46
General & Administration						
50381 Commercial Assessments	\$ 6,960.00	\$ 4,640.00	\$ 6,960.00	\$ 6,960.00	\$ 580.00	\$ 5.80
51570 S Grn Maint/P/R for Maint Ser	\$ 17,000.00	\$ 8,638.65	\$ 17,000.00	\$ 18,000.00	\$ 1,500.00	\$ 15.00
50015 Audit / Tax Returns	\$ 2,050.00	\$ 2,155.00	\$ 2,155.00	\$ 2,175.00	\$ 181.25	\$ 1.81
50140 Insurance	\$ 37,611.00	\$ 17,081.79	\$ 28,750.00	\$ 30,580.00	\$ 2,548.33	\$ 25.48
50150 Insurance - Earthquake	\$ 48,615.00	\$ 35,700.00	\$ 46,300.00	\$ 62,944.00	\$ 5,245.33	\$ 52.45
50023 Legal & Professional Serv	\$ 5,000.00	\$ 450.00	\$ 1,500.00	\$ 4,000.00	\$ 333.33	\$ 3.33
50100 Licenses, permits, inspec	\$ 3,300.00	\$ 2,459.25	\$ 2,750.00	\$ 3,200.00	\$ 266.67	\$ 2.67
50025 Management Fee	\$ 30,954.00	\$ 20,636.00	\$ 30,954.00	\$ 32,000.00	\$ 2,666.67	\$ 26.67
50050 Misc Administrative	\$ 500.00	\$ 295.00	\$ 708.00	\$ 500.00	\$ 41.67	\$ 0.42
50051 Clerical/Mailing/Office S	\$ 7,329.00	\$ 2,367.53	\$ 5,557.00	\$ 6,100.00	\$ 508.33	\$ 5.08
50063 File Storage	\$ 1,210.00	\$ 963.00	\$ 1,164.00	\$ 1,320.00	\$ 110.00	\$ 1.10
50040 Meeting Expenses	\$ 600.00	\$ 75.00	\$ 180.00	\$ 400.00	\$ 33.33	\$ 0.33
52130 Corporate Taxes-State &Fede	\$ 1,000.00	\$ 6,113.88	\$ 9,169.00	\$ 9,600.00	\$ 800.00	\$ 8.00
50880 Contingency Fund	\$ 800.00	\$ -	\$ 200.00	\$ 800.00	\$ 66.67	\$ 0.67
Total General & Admin.	\$ 162,929.00	\$ 101,575.10	\$ 153,347.00	\$ 178,579.00	\$ 14,881.58	\$ 148.82
Total Expenses	\$ 281,287.00	\$ 150,695.84	\$ 259,796.00	\$ 292,169.00	\$ 24,347.42	\$ 243.47
Difference Between Income/Exps	\$ 259,932.00	\$ 210,474.34	\$ 281,783.00	\$ 270,420.00	\$ 22,535.00	\$ 225.35
52080 Reserve Allocation	\$ 259,932.00	\$ 173,288.00	\$ 246,857.00	\$ 270,420.00	\$ 22,535.00	\$ 225.35
Net Income	\$ -	\$ 37,186.34	\$ 35,926.00	\$ 0.00	\$ 0.00	\$ 0.00

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Total Assessments:	Annual: 555,629.00	Monthly 46,302.42	
Variable Expenses:			
Insurance	92,024.00	7,668.67	
Roofing Reserves	38,582.00	3,223.50	\$ 32,701.00
Painting Reserves	66,933.00	5,577.75	\$ 40,050.00
Total Variable Expenses	197,539.00	16,469.92	
Total Equal Expenses:	357,990.00	29,832.50	16,469.92 Reserve
			29,832.50 Equal Expenses
			46,302.42
Total Equal Assessment Per Unit Per Month:		298.33	

Unit Type:	1	2	3	4	5	
Square Footage	1011	1211	1121	1374	1476	5193
Number of Unit Types	20	20	20	20	20	100
Unit % of Total Square Feet:	0.00816244	0.00977717	0.00905054	0.01109317	0.01191668	0.0500
Total % Each Unit Type	16.325%	19.554%	18.101%	22.186%	23.833%	100%

Percentage Breakdown:

Edgewater Isle South:						
Equal Assessment Per unit Type	\$ 298.33	\$ 298.33	\$ 298.33	\$ 298.33	\$ 298.33	\$ 29,832.50
Variable Assessments Per Unit Type:	\$ 134.43	\$ 161.03	\$ 149.06	\$ 182.70	\$ 196.27	\$ 16,469.92
	\$ 432.76	\$ 459.35	\$ 447.39	\$ 481.03	\$ 494.59	\$ 46,302.42
Monthly Assessment by number of units	\$ 8,655.19	\$ 9,187.08	\$ 8,947.73	\$ 9,620.57	\$ 9,691.83	\$ 46,302.42

Variable Expenses	\$ 16,469.92	\$ 16,469.92	\$ 16,469.92	\$ 16,469.92	\$ 16,469.92	
	16.325%	19.554%	18.101%	22.186%	23.833%	100%
	\$ 2,688.89	\$ 3,220.58	\$ 2,981.23	\$ 3,664.07	\$ 3,925.33	\$ 16,469.92
	\$ 134.43	\$ 161.03	\$ 149.06	\$ 182.70	\$ 196.27	\$ 823.50
	\$ 16,469.92					\$ 16,469.92
Edgewater Isle South:						
Equal Assessment Per unit Type	\$ 298.33	\$ 298.33	\$ 298.33	\$ 298.33	\$ 298.33	\$ 29,832.50
Variable Assessments Per Unit Type:	\$ 134.43	\$ 161.03	\$ 149.06	\$ 182.70	\$ 196.27	\$ 16,469.92
	\$ 432.76	\$ 459.35	\$ 447.39	\$ 481.03	\$ 494.59	\$ 46,302.42

2020						
Total South Assessment	\$ 432.76	\$ 459.35	\$ 447.39	\$ 481.03	\$ 494.59	\$ 46,302.42
Edgewater Isle Commercial Master Monthly Fee	\$ 5.80	\$ 5.80	\$ 5.80	\$ 5.80	\$ 5.80	\$ 580.00
	\$ 438.56	\$ 465.15	\$ 453.19	\$ 486.83	\$ 500.39	\$ 46,882.42

2019						
Total South Assessment	\$ 416.38	\$ 441.72	\$ 430.32	\$ 462.37	\$ 475.29	\$ 44,521.60
Edgewater Isle Commercial Master Monthly Fee	\$ 5.80	\$ 5.80	\$ 5.80	\$ 5.80	\$ 5.80	\$ 580.00
	\$ 422.18	\$ 447.52	\$ 436.12	\$ 468.17	\$ 481.09	\$ 45,101.60
	\$ 16.38	\$ 17.63	\$ 17.07	\$ 18.66	\$ 19.30	

Percent Increase	3.880%	3.940%	3.913%	3.985%	4.012%
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Unit Type:

- 1 1 bedroom unit
- 2 2 Bedroom Unit/bedrooms bottom unit
- 3 2 Bedroom Unit
- 4 2 Bedroom Unit upper unit with Loft
- 5 3 bedroom Unit

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RESERVE STUDY SUMMARY

Update with No Site-Visit/Off-Site Review

Edgewater Isle South Condominium

OWNERS' ASSOCIATION

**Prepared
October 29, 2019**

**for
Fiscal Year 2020**



John D. Beatty & Company

8425 Brentwood Blvd., Suite A7 Brentwood, CA 94513 (925) 831-1803 Fax (925) 831-2493

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Address: 2168 Vista del Mar

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Reserve Study Summary

This report documents the results of an Update with No Site-Visit/Off-Site Review performed by John D. Beatty & Company for the following Condominium Community:

Edgewater Isle South Condominium Owners' Association

San Mateo, California

It provides an analysis of the repair and replacement requirements for the association's major components and recommends a funding plan to meet those obligations. This study was performed in compliance with California Civil Code sections 4178, 5300, 5550, 5560 & 5565. The intent of this legislation is to insure that the association maintains a plan to meet all future obligations for major component maintenance. The essential elements of this legislation are:

- 1 . Identification of the major components which the association is obligated to maintain
- 2 . Current estimate of the useful life of each component
- 3 . Current estimate of the remaining life of each component
- 4 . Current estimate of the replacement cost of each component
- 5 . Current estimate of the total annual contribution necessary to maintain the major components
- 6 . Current estimate of the amount of cash reserves necessary to maintain the major components
- 7 . Disclosure of the current amount of accumulated cash reserves actually funded
- 8 . Disclosure of the percentage of reserves actually funded
- 9 . Disclosure of any determined or anticipated special assessments
- 10 . A general statement of methodology

SCOPE

This study is aligned with the association's fiscal year and establishes January 1, 2020 through December 31, 2029 as the period of time for which reserve expenditures and reserve fund balances are projected.

METHODOLOGY

A cash flow methodology was used to determine the annual reserve contribution. The underlying premise of this reserve funding approach is to establish a contribution level that will allow the association to maintain a positive balance in the reserve fund while meeting all anticipated maintenance obligations. The cash flow method allows the association to achieve this goal without the unnecessary overfunding of reserves. Also, as the interest earned on the reserve fund will not totally offset inflation, projections were made using the current inflation factor and an average interest rate on fully insured certificates of deposit.

In preparing this study, a comprehensive list of major components was developed and information was compiled on the type, number, age and cost of each of these components. In gathering this data, certain assumptions were made about costs, conditions, and future events and circumstances that may occur. Some assumptions inevitably will not materialize and unanticipated events and circumstances may occur subsequent to the date of this report. Therefore, the actual replacement costs and remaining lives may vary from this report and the variations could be material. All life expectancies were based on reasonable industry experience for equipment and material and, unless specifically noted, all components were in a reasonable and ordinary condition.

No inspection was conducted of the major components. Information utilized to update the reserve study was obtained from management and the association's records. Prior quantities delineated on the previous reserve study with inspection are assumed to be accurate. The condition of components in the previous reserve study with inspection was based on a reasonable sample. It is assumed that all components are to be reasonably maintained for the remainder of their life expectancy.

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For a component to be included in this study, the following criteria must be met:

- 1 . The maintenance of the component is the responsibility of the association;
- 2 . The maintenance of the component is not included in the annual operating budget;
- 3 . The estimated useful life of the component is greater than one year; and
- 4 . The estimated remaining life of the component is less than 30 years.

This study is intended to reflect the estimated replacement cost of the components and is not intended to project the actual cost of the work when performed. This limitation is necessary, as it is virtually impossible to predict with any degree of certainty the myriad factors that will impact costs at a future date. Because of this qualification, it is necessary for the results of this study to be reviewed annually to reflect any meaningful changes in use or significant increases in labor and/or materials costs.

The funding for this study has a threshold margin of 10%. This means that the projected ending balance for each fiscal year is at least 10% of the projected expenditures for the same year. This margin provides a contingency for any unforeseen or out of the ordinary repair or replacement expense. Additionally, it can be used in subsequent years as a source of funds for reallocation of the life cycles should the aging of any components be abnormally accelerated.

FINDINGS

The findings of this study indicate that it will be necessary to adjust the annual reserve contribution as indicated on pages 6-8 of this report in order to meet projected expenditures and keep pace with inflation. These findings are based on the following:

- 1 . Projected reserve fund balance as of January 1, 2020 \$ 1,460,400
- 2 . Reserve contribution for fiscal year 2019..... \$ 259,932
- 3 . Reserve contribution for fiscal year 2020..... \$ 270,420
- 4 . Assumed annual inflation rate 3.0%
- 5 . All "after tax" interest earned on reserve fund investments will be retained in the reserve fund.

DISCLOSURES

John D. Beatty & Company (JDB) verifies herein that any financial or other interests, whether adverse or otherwise, which consultant may have or propose to have in any company, organization, individual, asset or activity has no bearing on the subject matter of this reserve study. Except for the compensation payable to JDB neither JDB nor any of JDB's agents, employees or affiliates shall benefit from our preparation of this reserve study.

This plan provides adequate funds to meet projected expenditures without relying on a special assessments or increases in regular assessments that require a vote of the membership. Based on the assumption that the association will fund reserves in accordance with this plan, which includes those increases indicated above, the percent funded was calculated in the following manner:

<u>Accumulated Cash Reserves (Numerator)</u>	
Projected reserve fund balance as of January 1, 2020	\$ 1,460,400
<u>Accrued Liability (Denominator)</u>	
Estimate of the amount of cash necessary to repair, replace, restore or maintain the association's major components as of January 1, 2020	\$ 2,406,316
Percent Funded	61%

This Reserve Study was reviewed and approved by the Association's Board of Directors.

Projected Expenditures

Assumed Annual Inflation Rate..... 3.0%

RESERVE COMPONENTS	Repair %	Current Repr/Repl Cost	Estm'd Usfl Life	Estm'd Rmng Life	Fiscal Year Jan 1 Dec 31	(1) 2020	(2) 2021	(3) 2022	(4) 2023	(5) 2024	(6) 2025	(7) 2026	(8) 2027	(9) 2028	(10) 2029
BUILDING EXTERIOR:															
1 - Construction Management		55,692	6	5						62,682					
2 - Deck/Balcony Inspection		5,150	6	5						5,796					
3 - Deck/Balcony Recoat		56,028	6	5						63,060					
4 - Deck/Balcony Resurface		51,606	25	4					56,391						
5 - Deck/Balcony Resurface		51,606	25	5						58,083					
6 - Deck/Balcony Resurface		51,606	25	6							59,825				
7 - Door Replace - Fire Rm		1,008	20	3				1,069							
8 - Door Replace - Restroom		2,016	20	3				2,138							
9 - Door Replace - Pump Room		1,326	20	3				1,407							
10 - Door Replace - Utility		32,360	20	3				34,967							
11 - Door (Man) Replace - Garage	33%	27,192	30	2			28,008								
12 - Door (Man) Replace - Garage	33%	27,192	30	3				28,848							
13 - Door (Man) Replace - Garage	33%	27,192	30	4					29,713						
14 - Exterior Paint - All		216,309	8	7								258,274			
15 - Exterior Repr/Repl		309,000	8	7								368,962			
16 - Front Door Replace	4%	6,365	1	1		6,365	6,556	6,753	6,956	7,164	7,379	7,601	7,829	8,063	8,305
17 - Garage Door Replace		116,699	30	5						131,346					
18 - Shower Fixture Replace		164	20	2			169								
19 - Stair Repr/Repl		10,927	10	9										13,842	
20 - Stair Handrail Paint						NOTE: Funding included in "Exterior Paint - All".									
21 - Stair Handrail Repr/Repl	5%	1,414	8	7								1,689			
22 - Stair Handrail Replace						NOTE: Per BOD, funding is handled via "Exterior Repr/Repl"									
23 - Tile Shower Repr/Repl	10%	549	10	2			565								
24 - Tile Shower Replace		5,488	25	2			5,653								
25 - Siding Replace Phase I		155,530	40	6						180,302					
26 - Siding Replace Phase II		155,530	40	7							185,711				
27 - Siding Replace Phase III		155,530	40	8								191,282			
28 - Siding Replace Phase IV		155,530	40	9									197,021		
29 - Window Replace Phase I		125,664	40	6						145,679					
30 - Window Replace Phase II		125,664	40	7							150,049				
31 - Window Replace Phase III		125,664	40	8								154,550			
32 - Window Replace Phase IV		125,664	40	9									159,187		
BUILDING INTERIOR - CABANA:															
33 - Interior Paint		711	10	4					777						
34 - Restroom Refurbish		6,896	36	4					7,535						
35 - Tile Wainscot Repr/Repl - Restro	10%	425	10	4					464						
36 - Tile Wainscot Repl - Restroom		4,249	25	4					4,643						
FENCING/WALLS:															
37 - Wrought Iron Paint - Pool															
38 - Wrought Iron Repr/Repl - Pool	10%	1,534	6	5						1,727					
39 - Wrought Iron Replace - Pool		15,341	28	5						17,266					
FURNITURE:															
40 - Pool Furniture Replace		5,000	5	5						5,628					6,524

Projected Expenditures

Assumed Annual Inflation Rate..... 3.0%

RESERVE COMPONENTS	Repair %	Current Repr/Repl Cost	Usfl Life	Reimg Life	Fiscal Year Jan 1 Dec 31	(1) 2020 2020	(2) 2021 2021	(3) 2022 2022	(4) 2023 2023	(5) 2024 2024	(6) 2025 2025	(7) 2026 2026	(8) 2027 2027	(9) 2028 2028	(10) 2029 2029
LANDSCAPE:															
41 - Backflow Device Replace		2,163	25	1		2,163									
42 - Backflow Device Replace		2,163	25	1		2,163									
43 - Irrigation Timer Repl-36 Station		1,695	15	9											
44 - Irrigation Timer Repl-12 Station		11,260	15	1		11,260								2,148	
45 - Irrigation Valve Replace		4,434	15	5						4,990					
46 - Irrigation Valve Replace		4,434	15	6							5,140				
47 - Irrigation Valve Replace		4,222	15	8									5,193		
48 - Irrigation Valve Replace		4,222	15	10											5,509
49 - Irrigation Repr/Repl		6,365	10	1		6,365									
50 - Drainage Repr/Repl		2,652	5	1		2,652					3,075				
51 - Plant Maintenance		3,713	5	1		3,713					4,305				
52 - Tree Crown/Remove/Repl		4,000	50	1		4,000									
53 - Tree Crown/Remove/Repl		2,000	50	2			2,060								
54 - Tree Crown/Remove/Repl		2,000	50	3				2,122							
55 - Tree Crown/Remove/Repl		7,426	12	4				8,115							
LIGHTING:															
56 - Address Bldg Sign Replace		3,826	30	30											
57 - Building Carriage Fixture Repl		25,963	30	30											
58 - Ext. Fixture Replace - Cabana		1,033	30	30											
59 - Int. Fixture Replace - Cabana		525	30	30											
MECHANICAL SYSTEM - WATER:															
60 - Water Heater Replace		1,273	15	1		1,273									
PAVED SURFACES:															
61 - Asphalt Repr/Repl						NOTE: Master association is responsible for this component.									
62 - Concrete Walkway Repr/Repl		12,731	4	1		12,731				14,329				16,127	
63 - Pool Deck Repr/Repl	10%	5,541	5	3				5,878							
64 - Pool Deck Repr/Repl		55,410	25	7							66,163		6,815		
RECREATIONAL FACILITIES - POOL:															
65 - Chlorinator Replace		743	7	3				788							969
66 - Filter Replace		1,485	10	2			1,530								
67 - Heater Replace		4,244	9	1		4,244									5,537
68 - Pump Replace		1,591	10	9									2,016		
69 - Resurface / Fiberglass Repl		15,912	10	4					17,388						
70 - Tile Border Replace		9,269	10	4					10,129						
71 - Mastic Replace		2,315	5	5						2,605					3,020
72 - Brick Bullnose Repairs	20%	1,401	10	4				1,531							
73 - Pool Light LED Replace		738	18	1		738									
74 - Solar Panel Replace		7,426	14	9										9,407	
75 - Solar Panel Controller Repl		1,061	14	9										1,344	
RECREATIONAL FACILITIES - SPA:															
76 - Chlorinator Replace		743	7	3				788							969
77 - Filter Replace		1,485	10	1		1,485									
78 - Heater Replace		3,607	9	2			3,715								

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Edgewater Isle South Jan 2020 RSUB

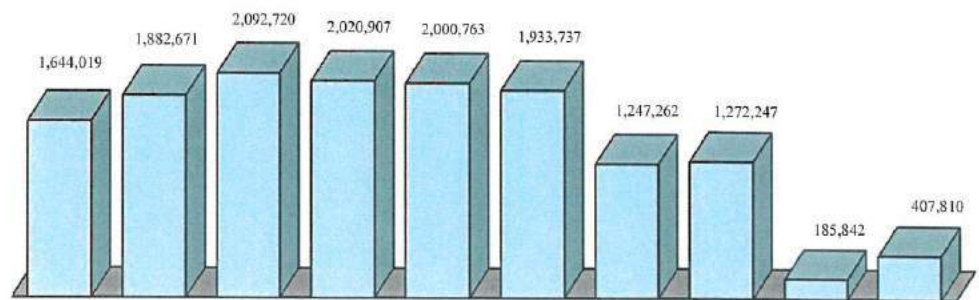
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Projected Expenditures

Assumed Annual Inflation Rate..... 3.0%															
RESERVE COMPONENTS	Repair %	Current Repr/Repl Cost	Estimated Usfl Life	Running Life	Fiscal Year Jan 1 Dec 31	(1) 2020	(2) 2021	(3) 2022	(4) 2023	(5) 2024	(6) 2025	(7) 2026	(8) 2027	(9) 2028	(10) 2029
RECREATIONAL FACILITIES - SPA Cont'd:															
79 - Pump Replace		1,167	10	7								1,393			
80 - Pump (Jet Booster) Replace		1,167	5	2			1,202					1,393			
81 - Pump (Jet Booster) Replace		1,167	5	2			1,202					1,393			
82 - Resurface / Fiberglass Repl		10,234	10	3				10,857							
83 - Tile Border Replace		7,210	10	3				7,649							
84 - Mantle Replace		170	5	1		170					197				
85 - Brick Bullnose Repairs	20%	927	10	1		927									
86 - Spa Light LED Replace		738	18	1		738									
87 - Emergency Shut Off Repl		1,114	25	1		1,114									
ROOFING SYSTEM:															
88 - Composition Shingle Replace		850,500	30	9										1,077,388	
89 - Chimney Cap Replace		110,365	25	22											
90 - Flat Roof Replace - Cabana		10,928	16	3				11,593							
91 - Flue Repr/Repl		21,855	25	22											
92 - Gutter & Downspout Replace		126,080	25	4					137,771						
93 - Roof Inspection & Repair		18,963	5	1		18,963					21,983				
SAFETY - FIRE ALARM SYSTEM:															
94 - Alarm Replace		14,004	20	4					15,303						
95 - Annunciator Replace		7,957	20	4					8,695						
96 - Control Panel Replace		21,218	15	4					23,185						
97 - Fire Extinguisher Replace		9,018	10	1		9,018									
98 - Pull Station Replace		11,299	15	4					12,347						
SAFETY - FIRE SPRINKLER SYSTEM:															
99 - Five Year Certification		3,713	5	1		3,713					4,305				
100 - Sprinkler Repr/Repl		5,305	5	1		5,305					6,149				
101 - Sprinkler Repr/Repl - Major		35,020	20	10											45,693
102 - Standpipe System Repair	20%	5,941	30	2			6,119								
TRASH ENCLOSURE:															
103 - Trash Enclosure Paint						NOTE: Funding included in "Exterior Paint - All".									
104 - Trash Enclosure Repr/Repl						NOTE: Per BOD, funding is handled via "Exterior Repr/Repl"									
105 - Trash Enclosure Replace		65,564	25	4					71,643						
OTHER:															
106 - Local Drain Line Repr/Repl		20,600	20	7							24,597				
107 - Mailbox Cluster Replace		9,283	25	2			9,561								
108 - Message Board Repl		361	20	4					394						
109 - Message Board Repl		361	20	1		361									
110 - Sewer/Storm Drain Repr/Repl		5,305	10	1		5,305									
111 - Reserve Study Update		773	1	1		773	796	820	844	869	896	922	950	979	1,008
112 - Reserve Study Update Inspection		1,133	3	2			1,167			1,275			1,393		
UNSCHEDULED.....	5%	13,521	1	1		13,521	14,227	14,969	15,751	16,573	17,438	18,348	19,306	20,314	15,439
TOTAL EXPENDITURES		3,830,437				119,058	82,530	130,647	429,574	393,393	456,672	1,086,497	347,319	1,507,836	92,973

Funding Plan

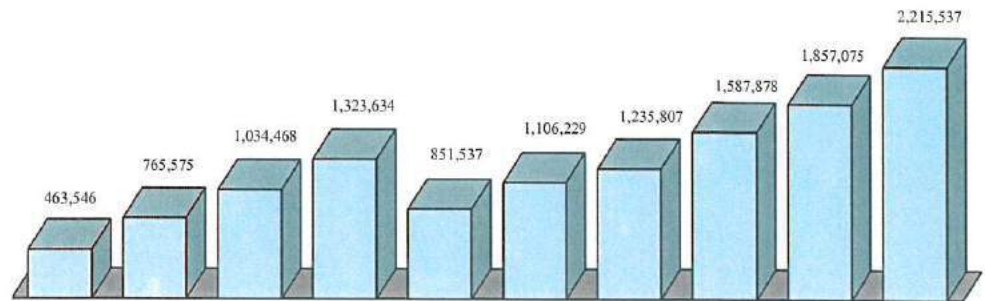
Projected Cash Balance



Fiscal Year		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
Jan 1		2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
Dec 31		2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
BEGINNING BALANCE		1,460,400	1,644,019	1,882,671	2,092,720	2,020,907	2,000,763	1,933,737	1,247,262	1,272,247	185,842
EXPENDITURES (inflated \$)	3.0%	119,058	82,530	130,647	429,574	393,393	456,672	1,086,497	387,319	1,507,836	92,973
RESERVE CONTRIBUTION		270,420	284,536	299,389	315,017	331,461	348,763	366,968	386,124	406,280	308,773
Per Unit Per Month (100 units)		225.35	237.11	249.49	262.51	276.22	290.64	305.81	321.77	338.57	257.31
Percentage Increase to Reserves		4.0	5.2	5.2	5.2	5.2	5.2	5.2	5.2	5.2	(24.0)
SPECIAL ASSESSMENT(S) or LOAN		0	0	0	0	0	0	0	0	0	0
INTEREST	2.1%	32,258	36,645	41,308	42,744	41,789	40,883	33,053	26,180	15,151	6,169
ENDING BALANCE		1,644,019	1,882,671	2,092,720	2,020,907	2,000,763	1,933,737	1,247,262	1,272,247	185,842	407,810

Funding Plan

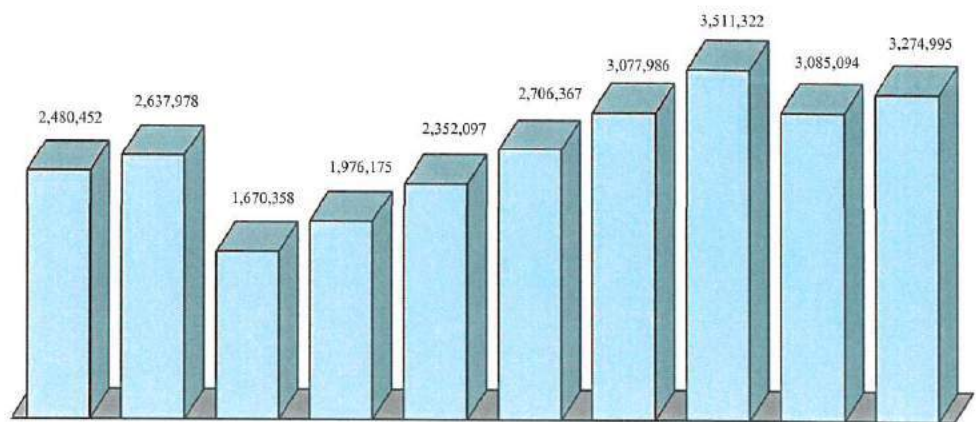
Projected Cash Balance



	Fiscal Year	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)
	Jan 1	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
	Dec 31	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
BEGINNING BALANCE		407,810	463,546	765,575	1,034,468	1,323,634	851,537	1,106,229	1,235,807	1,587,878	1,857,075
EXPENDITURES (inflated \$)	3.0%	268,267	31,989	77,483	69,562	835,609	113,379	249,441	39,045	135,612	60,248
RESERVE CONTRIBUTION		314,948	321,247	327,672	334,225	340,910	347,728	354,683	361,776	369,012	376,392
Per Unit Per Month (100 units)		262.46	267.71	273.06	278.52	284.09	289.77	295.57	301.48	307.51	313.66
Percentage Increase to Reserves		2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
SPECIAL ASSESSMENT(S) or LOAN		0	0	0	0	0	0	0	0	0	0
INTEREST	2.1%	9,054	12,772	18,704	24,503	22,602	20,343	24,336	29,341	35,796	42,318
ENDING BALANCE		463,546	765,575	1,034,468	1,323,634	851,537	1,106,229	1,235,807	1,587,878	1,857,075	2,215,537

Funding Plan

Projected Cash Balance



Fiscal Year	(21)	(22)	(23)	(24)	(25)	(26)	(27)	(28)	(29)	(30)
Jan 1	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049
Dec 31	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049
BEGINNING BALANCE	2,215,537	2,480,452	2,637,978	1,670,358	1,976,175	2,352,097	2,706,367	3,077,986	3,511,322	3,085,094
EXPENDITURES (inflated \$)	3.0%	167,800	287,257	1,411,817	139,492	84,620	122,171	120,842	76,136	944,594
RESERVE CONTRIBUTION		383,920	391,598	399,430	407,419	415,567	423,879	432,356	441,003	449,823
Per Unit Per Month (100 units)		319.93	326.33	332.86	339.52	346.31	353.23	360.30	367.50	374.85
Percentage Increase to Reserves		2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
SPECIAL ASSESSMENT(S) or LOAN		0	0	0	0	0	0	0	0	0
INTEREST	2.1%	48,796	53,185	44,767	37,891	44,975	52,562	60,105	68,469	68,543
ENDING BALANCE		2,480,452	2,637,978	1,670,358	1,976,175	2,352,097	2,706,367	3,077,986	3,511,322	3,085,094

Assessment and Reserve Funding Disclosure Summary

For Fiscal Year January 1, 2020 - December 31, 2020

This Summary contains information about the Association's assessments and the status of the reserve fund. The Association may periodically update or supplement the information in this Summary. Please contact the Association to determine if a more recently prepared Summary or supplement is available.

- (1) The current regular assessment per ownership interest is variable per month.

NOTE: If assessments vary by the size or type of ownership interest, the assessment applicable to this unit may be found on the Variable Assessment Report (provided by an association representative.)

- (2) Additional regular or special assessments that have already been scheduled to be imposed or charged, regardless of the purpose, if they have been approved by the Board and/or Members:

Date Assessment will be due:	Amount per ownership interest per month (if assessments are variable, see note immediately below):	Purpose of the assessment:

NOTE: If assessments vary by the size or type of ownership interest, the assessment applicable to this unit may be found on the Variable Assessment Report (provided by an association representative.)

- (3) Based upon the most recent reserve study and other information available to the Board of Directors, will currently projected reserve account balances be sufficient at the end of each year to meet the association's obligation for repair and/or replacement of major components during the next 30 years?

Yes ☒ If the Special Assessment in Note (2) is collected No ☐

- (4) If the answer to #3 is no, what additional assessments or other contributions to reserves would be necessary to ensure that sufficient reserve funds will be available each year during the next 30 years that have not yet been approved by the board or the members?

Approximate date assessment will be due:	Amount per ownership interest per month or year:
	\$
	Total:

- (5) All major components are included in the reserve study and are included in its calculations.

- (6) Based on the method of calculation in paragraph (4) or subdivision (b) of Section 5570, the estimated amount required in the reserve fund at the end of the current fiscal year is **\$2,516,086**, based in whole or in part on the the last reserve study or update, prepared by John D. Beatty & Company. The projected reserve fund cash balance at the end of the current fiscal year is **\$1,644,019**, resulting in reserves being **65%** funded at this date (and an average per-unit deficit of **\$872,066**.) If an alternate, but generally accepted, method of calculation is also used, the required reserve amount is **\$1,644,019** (which is based on the projected ending balance figure(s) provided by the association representative. See "Methodology" on Page 1.)

- (7) Based on the method of calculation in paragraph (4) of subdivision (b) of Section 5570 of the Civil Code, the estimated amount required in the reserve fund at the end of each of the next five budget years is **(listed in the table below)**, and the projected reserve fund cash balance in each of those years, taking into account only assessments already approved and other known revenues, is **(listed in the table below)**, leaving the reserve at **(listed in the table below)** percent funding. If the reserve funding plan approved by the association is implemented, the projected reserve fund cash balance in each of those years will be **(listed in the table below)**, leaving the reserves at **(listed in the table below)** percent funded.

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Assessment and Reserve Funding Disclosure Summary

For Fiscal Year January 1, 2020 - December 31, 2020

Year	Estimated amount required in the reserve fund	Projected reserve fund cash balance	Percent Funded
2	\$ 2,669,249	\$ 1,882,671	71%
3	\$ 2,781,366	\$ 2,092,720	75%
4	\$ 2,601,840	\$ 2,020,907	78%
5	\$ 2,465,995	\$ 2,000,763	81%
6	\$ 2,274,598	\$ 1,933,737	85%

Note: The financial representations set forth in this summary are based on the best estimates of the preparer at that time. The estimates are subject to change. At the time this summary was prepared, the assumed long-term before-tax interest rate earned on reserve funds per year, and the assumed long-term inflation rate to be applied to major component repair and replacement costs per year are shown on the Funding Plan.

This Summary was authorized by the Association based on the information available in the Association's most recent reserve study or annual update dated as of **October 29, 2019**. This summary supercedes all earlier issued versions.

NOTE: The remainder of Civil Code Section 5570 is not part of the required Assessment and Reserve Funding Disclosure Summary Form, but is included here because the information is needed to properly complete the form.



John D. Beatty
President

For the purposes of preparing a summary pursuant to this section:

- (1) "Estimated remaining useful life" means the time reasonably calculated to remain before a major component will require replacement.
- (2) "Major component" has the meaning used in Section 5550. Components with an estimated remaining useful life of more than 30 years may be included in a study as a capital asset or disregarded from the reserve calculation, so long as the decision is revealed in the reserve study report and reported in the Assessment and Reserve Funding Disclosure Summary.
- (3) The form set out in subdivision (a) shall accompany each annual budget report or summary thereof that is delivered pursuant to Section 5300. The form may be supplemented or modified to clarify the information delivered, so long as the minimum information set out in subdivision (a) is provided.
- (4) For the purpose of the report and summary, the amount of reserves needed to be accumulated for a component at a given time shall be computed as the current cost of replacement or repair multiplied by the number of years the component has been in service divided by the useful life of the component. This shall not be construed to require the board to fund reserves in accordance with this calculation.

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ANNUAL POLICY STATEMENT / ANNUAL BUDGET REPORT

November 5, 2019

California state law requires associations to disclose general and specific types of information annually to their members. This Annual Policy Statement is a compilation of required disclosures and additional information that the board would like the members to receive.

NOTICE OF ASSESSMENT INCREASE – CIVIL CODE SECTION 5615

The Association is required to provide notice to owners of any increase in the regular assessments of the Association, not less than 30 nor more than 60 days prior to the increased assessment becoming due.

The monthly dues for the Edgewater Isle South Condominium Owners Association have been adjusted to cover operating expenses and to fund the reserves. Therefore, the assessments will increase (see cover letter for assessment amount) per unit per month, beginning January 1, 2020.

ASSOCIATION CONTACT FOR OFFICIAL COMMUNICATIONS – CIVIL CODE SECTION 5310(a)(1)

The official point of contact for communications directed by members to the Association is:

Managing Agent
c/o The Manor Association, Inc.
1800 Gateway Drive, Suite 100, San Mateo, CA 94404

The person designated to receive official communications by mail for the Association is:

Managing Agent
c/o The Manor Association, Inc.
1800 Gateway Drive, Suite 100, San Mateo, CA 94404

ASSOCIATION RECEIPT OF OFFICIAL AND OTHER COMMUNICATIONS

Official communications to the Association must be submitted in writing to the person designated above. Official communications must be sent via U.S. mail, or by e-mail to info@themanorassn.com; or by personal delivery to the address listed above.

"Official communications" include: (i) requests to meet and confer; (ii) Requests for Resolution; (iii) requests to opt-out of the membership list; (iv) secondary address notifications; (v) requests for minutes of meetings; (vi) requests to inspect association records; (vii) requests to review membership list; (viii) requests to change a member's information on the association membership list; (ix) requests for individual delivery of general notices; (x) requests to receive a full copy of a specified annual budget report or annual policy statement; and (xi) requests to receive all reports in full.

"Unofficial communication" includes items not listed above and must be submitted in writing to the person designated above via U.S. mail, or by e-mail to info@themanorassn.com; or by personal delivery to the address listed above.

SECONDARY ADDRESS NOTIFICATION - CIVIL CODE SECTION 5310(a)(2)

Any member of the Association may provide written notice by U.S. mail to the Association of a secondary address. If a secondary address is provided, the Association must send the member legally required notices to both the primary and secondary addresses.

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LOCATION FOR POSTING OF GENERAL NOTICES - CIVIL CODE SECTION 5310(a)(3)

State law provides that the Association may provide certain types of notice to the members by "general delivery." This means: (i) by including the notice in a billing statement; (ii) by including the notice in a newsletter; (iii) by broadcast television programming if the Association uses this form of communication; (iv) by posting the printed documents in the pre-determined location in the common area accessible to all members, or (v) by any method of "individual delivery" specified in state law (i.e., by first-class mail, by registered, certified or overnight mail, and (if requested by the Association and consented to by the member in writing) by e-mail, fax or posting to a dedicated Web site).

Agendas are posted at the bulletin board located at the pool.

MEMBER RIGHT TO RECEIVE GENERAL NOTICES BY INDIVIDUAL DELIVERY - CIVIL CODE SECTION 5310(a)(4)

Any Member of the Association may request to receive general notices by "individual delivery." Individual delivery may be accomplished, at the Association's choice, by: (i) first-class mail; (ii) registered, certified or express mail; (iii) overnight mail; and (iv) e-mail or posting to a dedicated Web site if the member has consented in writing to electronic delivery.

A member's consent to electronic delivery must be provided in writing to the person designated to receive the Association's official communications (see above).

MEMBER RIGHT TO RECEIVE BOARD MEETING MINUTES - CIVIL CODE SECTION 5310(a)(5)

State law provides that the minutes, or draft minutes, of Board meetings (other than executive session minutes) be available for distribution to members within thirty (30) days following a Board meeting. Members may request copies of such minutes by written request to The Manor Association, Inc., 1800 Gateway Drive, Suite 100, San Mateo, California, 94404, and pay reasonable copying and mailing costs.

NOTICE OF ASSESSMENTS AND FORECLOSURE - CIVIL CODE SECTION 5310(a)(6)

Please note the following statutory language with respect to the collection of assessments:

This notice outlines some of the rights and responsibilities of owners of property in common interest developments and the associations that manage them. Please refer to the sections of the Civil Code indicated for further information. A portion of this information applies only to liens recorded on or after January 1, 2003. You may wish to consult a lawyer if you dispute an assessment.

Assessments and Foreclosure: Assessments become delinquent 15 days after they are due, unless the governing documents provide for a longer time. The failure to pay association assessments may result in the loss of an owner's property through foreclosure. Foreclosure may occur either as a result of a court action, often referred to as nonjudicial foreclosure. For liens recorded on and after January 1, 2006, an association may not use judicial or nonjudicial foreclosure to enforce that lien if the amount of the delinquent assessments or dues, exclusive of any accelerated assessments, late charges, fees, attorney's fees, interest, and costs of collection, is less than one thousand eight hundred dollars (\$1,800). For delinquent assessments or dues in excess of one thousand eight hundred dollars (\$1,800) or more than 12 months delinquent, an association may use judicial or nonjudicial foreclosure subject to the conditions set forth in Article 3 (commencing with Section 5700) of Chapter 8 of Part 5 of Division 4 of the Civil Code. When using judicial or nonjudicial foreclosure, the association records a lien on the owner's property. The owner's property may be sold to satisfy the lien if the amounts secured by the lien are not paid. (Sections 5700 through 5720 of the Civil Code).

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In a judicial or nonjudicial foreclosure, the association may recover assessments, reasonable costs of collection, reasonable attorney's fees, late charges, and interest. The association may not use nonjudicial foreclosure to collect fines or penalties, except for costs to repair common areas damaged by a member or a member's guests, if the governing documents provide for this. (Section 5725 of the Civil Code).

The association must comply with the requirements of Article 2 (commencing with Section 5650) of Chapter 8 of Part 5 of Division 4 of the Civil Code when collecting delinquent assessments. If the association fails to follow these requirements, it may not record a lien on the owner's property until it has satisfied those requirements. Any additional costs that result from satisfying the requirements are the responsibility of the association. (Section 5675 of the Civil Code).

At least 30 days prior to recording a lien on an owner's separate interest, the association must provide the owner of record with certain documents by certified mail, including a description of its collection and lien enforcement procedures and the method of calculating the amount. It must also provide an itemized statement of the charges owed by the owner. An owner has a right to review the association's records to verify the debt. (Section 5660 of the Civil Code).

If a lien is recorded against an owner's property in error, the person who recorded the lien is required to record a lien release within 21 days, and to provide an owner certain documents in this regard. (Section 5685 of the Civil Code).

The collection practices of the association may be governed by state and federal laws regarding fair debt collection. Penalties can be imposed for debt collection practices that violate these laws.

(A) **Payments:** When an owner makes a payment, he or she may request a receipt, and the association is required to provide it. On the receipt, the association must indicate the date of payment and the person who received it. The association must inform owners of a mailing address for overnight payments. (Sections 5655 of the Civil Code).

An owner may, but is not obligated to, pay under protest any disputed charge or sum levied by the association, including, but not limited to, an assessment, fine, penalty, late fee, collection cost, or monetary penalty imposed as a disciplinary measure, and by so doing, specifically reserve the right to contest the disputed charge or sum in court or otherwise.

An owner may dispute an assessment debt by submitting a written request for dispute resolution to the association as set forth in Article 2 (commencing with Section 5900) of Chapter 10 of Part 5 of Division 4 of the Civil Code. In addition, an association may not initiate a foreclosure without participating in alternative dispute resolution with a neutral third party as set forth in Article 3 (commencing with Section 5925) of Chapter 10 of Part 5 of Division 4 of the Civil Code, if so requested by the owner. Binding arbitration shall not be available if the association intends to initiate a judicial foreclosure.

An owner is not liable for charges, interest, and costs of collection if it is established that the assessment was paid properly on time. (Section 5685 of the Civil Code).

Meetings and Payment Plans: An owner of a separate interest that is not a time-share may request the association to consider a payment plan to satisfy a delinquent assessment. The association must inform owners of the standards for payment plans, if any exist. (Section 5665 of the Civil Code).

The board must meet with an owner who makes a proper written request for a meeting to discuss a payment plan when the owner has received a notice of a delinquent assessment. These payment plans must conform to the payment plan standards of the association, if they exist. (Section 5665 of the Civil Code).

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ASSESSMENT COLLECTION POLICY – CIVIL CODE SECTION 5310(a)(7)

State law provides that associations must notify their members annually of the lien rights and remedies. The following is our Association's Assessment Collection Policy:

IMPORTANT NOTICE: IF YOUR SEPARATE INTEREST IS PLACED IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR ASSESSMENTS, IT MAY BE SOLD WITHOUT COURT ACTION.

1. The Association's mailing address for overnight payment is: C/O the Manor Association, Inc., 1800 Gateway Drive, Suite 100, San Mateo, CA 94404
2. An Owner may request in writing by U.S. mail to the Association of a secondary address. If a secondary address is provided, the Association shall send the owner collection notices to both the primary and secondary addresses
3. The regular assessment is due on the first day of each month and delinquent if not received by the thirtieth day of the month due. If delinquent, the Association will impose a late charge in the amount of 10% of the delinquent assessment and is entitled to interest on delinquent assessments, late charges and collection costs at an annual rate of 12% commencing thirty (30) days after the assessment becomes due.
4. After an account is sixty (60) days' delinquent, a letter will be sent to the Owner advising the amount owing and the date to respond before the account is forwarded to attorney for legal action. The account will be billed \$45.00 for costs.
5. When an account is ninety (90) days' delinquent, it is turned over to the Association's designated collection entity. The designated collection entity will provide an itemized statement of charges owed by the Owner, notify the Owner in writing by certified mail of the collection and lien enforcement procedures of the Association, the Owner's right to meet and confer to dispute the debt, the Owner's right to request a payment plan, the Owner's right to request alternative dispute resolution at specified points in the collection, and the Owner's right to inspect the Association's records to verify the debt. The Association will offer to the Owner, and if so, requested by the Owner, will meet and confer with the Owner about any assessment disputes the account will be billed \$300.00 for costs.
6. If the account is not paid in full within thirty (30) days following the designated collection entity's demand letter, a lien is prepared and recorded against the defaulting Owner's property. The Board will approve recording of the lien at an open Board meeting. Once recorded, the lien is mailed to the defaulting Owner, along with a letter that describes additional penalties for nonpayment of the lien and the procedures for foreclosure. The account will be billed \$500.00 for costs.
7. An owner has a right to meet and confer with a representative of the Board if the Owner has a dispute regarding the debt, pursuant to the Association's Dispute Resolution procedures. After a lien is recorded, an Owner has the right to most forms of alternative dispute resolution with a neutral third party.
8. An Owner may submit a written request to meet with the Board to discuss a payment plan for the debt. The Board will meet with the Owner in executive session within 45 days of the postmark of the request, if the request is mailed within 15 days of the date of the postmark of letter referenced in paragraph 5 shown above, unless there is no regularly scheduled Board meeting within that period, in which case the Board may designate a committee of one or more Board members to meet with the Owner.
9. Prior to initiating foreclosure and if the Owner disputes the debt in writing, as set forth above, the Association will offer to meet and confer with the Owner or to participate in most forms of alternative dispute resolution. If the lien is not paid in full within thirty (30) days after it is recorded, the Association may file suit to recover delinquent assessments and costs and, if the delinquent assessments exceed \$1,800 or are more than twelve (12) months delinquent, the Association may file a lawsuit for judicial foreclosure of the lien and a

money judgment against the Owner or conduct a nonjudicial foreclosure of the assessment lien. The Board shall approve the decision to foreclose in executive session. Notice of the Board's decision shall be personally served on the Owner if a resident or mailed first class to the Owner if a nonresident.

10. Pursuant to the Association CC&R's and state law, legal and collection costs incurred in collecting the delinquent assessments are paid by the defaulting Owner.

11. The Association shall record a release of lien within twenty-one (21) days following payment of all sums due the Association.

<p align="center">MEMBER RIGHT TO RECEIVE SCHEDULE OF VIOLATIONS AND FINES - CIVIL CODE SECTION 5310(a)(8)</p>

<p align="center">MEET AND CONFER PROCEDURES - CIVIL CODE SECTION 5310(a)(9)</p>

1. Either the Association or a disputing Member may request to meet and confer in an effort to resolve the dispute. The request shall be in writing.
2. A Member may refuse the Association's request to meet and confer. The Association may not refuse a Member's request to meet and confer.
3. The Association's Board shall designate a Board member(s) to meet and confer.
4. The parties shall meet promptly at a mutually convenient time and place, explain their positions to each other, and confer in good faith in an effort to resolve the dispute. The parties may be assisted by any attorney or another person at their own cost when conferring.
5. A resolution of the dispute agreed to by the parties shall be memorialized in writing and signed by the parties. Any agreement reached by the Board's designee must be ratified by the Board before it become effective.
6. A written agreement reached the parties and is judicially enforceable if it is signed by both parties and both of the following conditions are satisfied:
 - a. The agreement is not in conflict with law or the governing documents.
 - b. The Board ratifies the agreement.
7. A Member will not be charged a fee to participate in the meet and confer process.

<p align="center">ALTERNATIVE DISPUTE RESOLUTION – CIVIL CODE SECTION 5310(a)(9)</p>

The restrictions in the CC&Rs may be enforced by the Association or any Owner. However, pursuant to Civil Code Section 5930, prior to filing a lawsuit for declaratory or injunctive relief for enforcement of the CC&Rs' restrictions the parties shall submit the dispute to alternative dispute resolution (i.e., conciliation, mediation or arbitration). The ADR process is started by serving a Request for Resolution, which includes a description of the dispute, a request for resolution, and a notice that a response is required in thirty (30) days. If the request is accepted, the must be completed within ninety (90) days and paid for by the parties.

A certificate must be filed with any enforcement complaint filed with a court stating that ADR has been completed in compliance with the law or was rejected. The failure to file the certificate can mean the lawsuit may be dismissed. After a lawsuit is filed, it may be referred to mediation or arbitration by agreement of the parties. In awarding attorney's fees, the court may consider a party's refusal to participate in arbitration or mediation.

"Failure of a member of the association to comply with the alternative dispute resolution requirements of Section 5930 of the Civil Code may result in the loss of your right to sue the association or another member of the association regarding enforcement of the governing documents or the applicable law."

PROCEDURES FOR ARCHITECTURAL APPROVAL - CIVIL CODE SECTION 5310(a)(10)

The Association must approve modifications of the exterior of existing buildings and most other improvements, site improvements or site features. Owners must have approval in writing before commencing new construction or modification. Owners obtain approval by submitting applications to the Association or the Managing Agent. The Association has established the requirements for approval.

FHA CERTIFICATION DISCLOSURE: CIVIL CODE SECTION 5220 (b)(10)-(11)

As of the publication date of these budget disclosures, Edgewater Isle South Condominium Association is not FHA certified at this time. Owners may check the Association's FHA status by visiting the following website:

<https://entp.hud.gov/idapp/html/condlook.cfm>.

VA CERTIFICATION DISCLOSURE: CIVIL CODE SECTION 5220 (b)(10)-(11)

As of the publication date of these budget disclosures, Edgewater Isle South Condominium Association is not VA certified at this time. Owners may check the Association's VA status by visiting the following website:

<https://vip.vba.va.gov/portal/VBAH/VBAHome/condopudsearch>.

ASSOCIATION LOAN DISCLOSURE: CIVIL CODE SECTION 5300 (b)(8)

As of the publication date of these budget disclosures, Edgewater Isle South Condominium Association has no loans in place.

ADDRESS FOR OVERNIGHT PAYMENT- CIVIL CODE SECTION 5310(a)(11)

The Association's mailing address for overnight payment is: C/O The Manor Association, 1800 Gateway Drive, Suite 100, San Mateo, CA 94404.

MEMBERSHIP LIST OPT-OUT - CIVIL CODE SECTION 5220

Any Member of the Association is entitled to receive a copy of the Association's membership list, including the names and addresses of all of the Owners. A Member may opt out of the sharing of his or her name, property address and mailing address with other Members by so notifying the Association in writing. Once an Owner has chosen to opt out and has so notified the Association, no further action is required.

Order: YLZL7HZ73
Address: 2168 Vista del Mar
Order Date: 01-23-2020
Document not for resale
HomeWiseDocs

STATEMENT OF FHA-APPROVED STATUS

Certification by the Federal Housing Administration may provide benefits to members of any association, including an improvement in an owner's ability to refinance a mortgage or obtain secondary financing and an increase in the pool of potential buyers of the separate interest.

This common interest development is a condominium project. The association of this common interest development is not certified by the Federal Housing Administration.

STATEMENT OF VA-APPROVED STATUS

Certification by the federal Department of Veterans Affairs may provide benefits to members of an association, including an improvement in an owner's ability to refinance a mortgage or obtain secondary financing and an increase in the pool of potential buyers of the separate interest.

This common interest development is a condominium project. The association of this common interest development is not certified by the federal Department of Veterans Affairs.

Order: YLZL7HZ73
Address: 2168 Vista del Mar
Order Date: 01-23-2020
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Edgewater Isle South Condominium Owners' Association

4528. The form for billing disclosures required by Section 4530 shall be in at least 10-point type and substantially the following form:

CHARGES FOR DOCUMENTS PROVIDED AS REQUIRED BY SECTION 4525*

The seller may, in accordance with Section 4530 of the Civil Code, provide to the prospective purchaser, at no cost, current copies of any documents specified by Section 4525 that are in the possession of the seller.

A seller may request to purchase some or all of these documents, but shall not be required to purchase ALL of the documents listed on this form.

Property Address: _____
 Owner of Property: _____
 Owner's Mailing Address: _____
(if known or different from property address)

Provider of the Section 4525 Items:

Admin Login _____ Admin Account _____ The Manor Association _____ 6-27-2018 _____
 Print Name _____ Position or Title _____ Association or Agent _____ Date Form Completed _____

Check or Complete Applicable Column or Columns Below:

Document	Civil Code Section Included	Fee for Document	Not Available (N/A) or Not Applicable (N/App)
Articles of Incorporation (or statement that not incorporated)	Section 4525(a)(1)	\$10.00	
CC&Rs	Section 4525(a)(1)	\$30.00	
Bylaws	Section 4525(a)(1)	\$25.00	
Operating Rules	Section 4525(a)(1)	\$50.00	
Age Restrictions, if any	Section 4525(a)(2)		N/A
Rental Restrictions, if any	Section 4525(a)(9)	\$0.00	Refer to CC&Rs
Annual Budget Report (or summary, including Reserve Study)	Sections 5300 and 4525 (a)(3)	\$50.00	
Assessment and Reserve Funding Disclosure Summary	Sections 5300 and 4525 (a)(4)		Included in Budget
Financial Statement Review	Sections 5305 and 4525(a)(3)	\$50.00	
Assessment Enforcement Policy	Sections 5310 and 4525(a)(4)		Included in Budget
Insurance Summary	Sections 5300 and 4525 (a)(3)		Included in Budget
Regular Assessment	Section 4525(a)(4)		Refer to the Demand
Special Assessment	Section 4525(a)(4)	\$0.00	Refer to the Demand
Emergency Assessment	Section 4525(a)(4)		Refer to the Demand

Order: YLZL7HZ73
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Edgewater Isle South Condominium Owners' Association

Document	Civil Code Section Included	Fee for Document	Not Available (N/A) or Not Applicable (N/App)
Other Unpaid Obligations of Seller	Sections 5675 and 4525(a)(4)		Refer to the Demand
Approved Changes to Assessments	Sections 5300 and 4525(a)(4), (8)		Included in Budget
Settlement Notice Regarding Common Area Defects	Sections 4525(a)(6), (7) and 6100		Refer to Owner
Preliminary List of Defects	Sections 4525(a)(6), 6000 and 6100		Refer to Owner
Notice(s) of Violations	Sections 5855 and 4525(a)(5)		Refer to the Demand
Required Statement of Fees	Section 4525	\$170.00	aka Demand
Minutes of Regular Board Meetings (conducted over the previous 12 months, if requested)	Section 4525(a)(10)	\$50.00	
Total fees for these documents:		\$ \$435.00	

*The information provided by this form may not include all fees that may be imposed before the close of escrow. Additional fees that are not related to the requirements of Section 4525 shall be charged separately.

Note: This form, California 4528, is a listing of fees for each document and is not meant to act as an invoice. Actual fees paid may vary depending on what is ordered. See the Order Summary or Order Statement for actual fees paid for this transaction.

This is the minimum document offering required to meet CA statute 4525. You may opt to acquire additional documents including, but not limited to, Meeting Minutes, Reserve Studies, Insurance Declaration Pages, and/or property inspections not mandated by law but helpful to the prospective buyer(s) and/or their agent to make a more informed decision regarding the subject property.

Please note: Other fees including, but not limited to, Transfer Fees, Capital Contributions, Collection fees, etc. may be assessed to each property and will be disclosed on the Statement of Fees (Demand), and are not included within estimated charges outlined within this form.

Order: YLZL7HZ73
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Order Date: 01-23-2020
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MEMBERSHIP LIST OPT OUT FORM

☐ I hereby wish to have my name, property address and mailing address removed from the membership list for the purposes of Civil Code Section 5220.

DATE: _____ SIGNATURE: _____

PRINT NAME: _____

PROPERTY ADDRESS: _____

(Street)

(City)

(State)

(Zip)

(Sign exactly as your name appears on the membership record. Co-owners should sign when possible. Fiduciaries must state title).

SECONDARY ADDRESS REQUEST FORM

SECONDARY ADDRESS:

☐ I request that the correspondences and legal notices specified in Civil Code section 4040(b) be provided to the following secondary address:

PRINT NAME(s):

PROPERTY ADDRESS:

(Street)

(City)

(State)

(Zip)

SECONDARY ADDRESS:

(Street)

(City)

(State)

(Zip)

Order: YLZL7HZ73
Address: 2168 Vista del Mar
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INSURANCE DISCLOSURE
Edgewater Isle South COA
May 2019

Property Insurance

Carrier: Travelers Property Casualty Co of Amer.
 Policy #: 6308472L371
 Policy Term: October 1, 2018 to October 1, 2019
 LIMIT: Special Form, Replacement Cost, Limit is
 part of Master Policy Blanket Limit,
 currently \$40,000,000
 Deductible: \$2,500

General Liability Insurance

Carrier: Travelers Property Casualty Co of Amer.
 Policy #: 6308472L371
 Policy Term: October 1, 2018 to October 1, 2019
 LIMIT: \$1,000,000 Per Occurrence
 \$50,000,000 Total Aggregate
 Deductible: None

Workers' Compensation

Carrier: Republic Indemnity Co of America
 Policy #: 25205803
 Policy Term: October 1, 2018 to October 1, 2019
 LIMIT: Statutory

Earthquake Insurance

Carrier: Palomar Specialty Ins Co
 Policy #: PA701352
 Policy Term: May 1, 2019 to May 1, 2020
 LIMIT: \$15,000,000
 Deductible: 20% per unit

Director's & Officer's Liability Insurance

Carrier: Continental Casualty Company
 Policy #: 618745478
 Policy Term: October 1, 2018 to October 1, 2019
 LIMIT: \$1,000,000 Per Occurrence
 \$1,000,000 Total Aggregate
 Deductible: \$1,000

Excess Liability Insurance

Carrier: Columbia Casualty
 Policy #: CUE60462857301000126026
 Policy Term: October 1, 2018 to October 1, 2019
 LIMIT: \$5,000,000 Per Occurrence
 \$5,000,000 Annual Aggregate

Fidelity Insurance

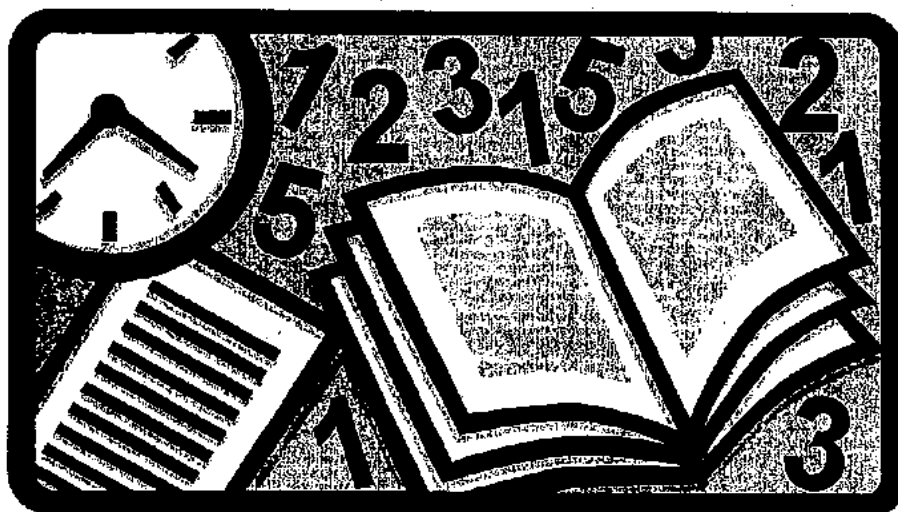
Carrier: Travelers Casualty & Surety Co.
 Policy #: 106780840
 Policy Term: October 1, 2018 to October 1, 2020
 LIMIT: \$1,300,000
 Computer Fraud Limit: \$1,300,000
 Funds Transfer Fraud Limit: \$1,300,000
 Deductible: \$10,000

****IMPORTANT NOTICE****

Your personal property and personal liability are NOT COVERED under the
 Homeowners' Association Master Insurance Policy! An HO6 Policy may be required.

This summary of the association's policies of insurance provides only certain information, as required by subdivision (f) of Section 1365 of the Civil Code, and should not be considered a substitute for the complete policy terms and conditions contained in the actual policies of insurance. Any association member may, upon request and provision of reasonable notice, review the association's insurance policies and, upon request and payment of reasonable duplication charges, obtain copies of those policies. Although the association maintains the policies of insurance specified in this summary, the association's policies of insurance may not cover your property, including personal property or, real property improvements to or around your dwelling, or personal injuries or other losses that occur within or around your dwelling. Even if a loss is covered, you may nevertheless be responsible for paying all or a portion of any deductible that applies. Association members should consult with their individual insurance broker or agent for appropriate additional coverages.

EDGEWATER ISLE SOUTH OWNERS ASSOCIATION



POLICIES and SCHEDULE OF FINES

Rev. 5/07

Order: YLZL7HZ73
Address: 2168 Vista del Mar
Order Date: 01-23-2020
Document not for resale
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Table of Contents:

<u>Document</u>	<u>Pages</u>
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Ground Level Patio Gate Policy	3-4
Screen/Storm Door Policy	5
Rules for Board Meetings	6
Satellite Dish Installation Policy	7-9
Front Door Hardware Policy	10
Replacement Window Policy	11-13
Animal Feeding Policy	14
Schedule of Monetary Fines	15

Edgewater Isle South Fence, Patio, and Balcony Railing Policy

The Board of Directors developed the following Fence, Patio, and Balcony Railing Policy at its July 2005 meeting:

The placement of items such as potted plants on fence, patio, and balcony railings has led to dry rot. The association has spent approximately \$100,000.00 on dry rot repairs over past years and anticipates additional upcoming expenses. Experts agree that placement of items such as potted plants on wood surfaces contributes to dry rot, even if items are raised off the wood. To keep costs to a minimum and to proactively address the issue, the Board has adopted the following rules:

1. Residents shall not put any items on the fence, patio, or balcony railings that could cause moisture to collect and lead to dry rot.
2. Written notice will be provided to homeowners with items on fence, patio, or balcony railings with a 30 day timeframe to remove these items.
3. At the end of the 30 day period, fines may be assessed (in accordance with the Schedule of Monetary Fines) if the items are not removed.
4. Unit owner will be responsible for any dry rot damage caused by items placed on the fence, patio, or balcony railings.

DRAFT Mailed to Homeowners: November 30, 2005

Adopted by the Board of Directors: January 26, 2006

Final Policy Mailed to Homeowners: February 20, 2006

Edgewater Isle South Pool Key Replacement Policy

The Board of Directors developed the following Fence, Patio, and Balcony Railing Policy at its May 25, 2006 meeting:

1. Only one pool key per unit will be issued.
2. If a key is lost and a replacement key is issued, the initial cost will be \$100.00. This cost will increase by \$100.00 increments for additional replacement keys as follows:

1 st Replacement Key:	\$100.00
2 nd Replacement Key:	\$200.00
3 rd Replacement Key:	\$300.00
etc.	

3. Homeowners are responsible for providing their pool key to the new owner when their unit is sold.

DRAFT Mailed to Homeowners: June 9, 2006 (in June Newsletter)

Adopted by the Board of Directors: July 27, 2006

Final Policy Mailed to Homeowners: August 9, 2006 (in August Newsletter)

Draft Mailed to Homeowners: March 2, 2007
 Date Adopted: May 24, 2007
 Final Mailing to Homeowners: July 2, 2007 (Newsletter)

Edgewater Isle South Owners Association Ground Level Patio Gate Policy

Amended October 26, 2006

The Board of Directors revised the following Ground Level Patio Gate Policy at its October 2006 meeting.

1. All existing gates will be accepted.
2. The gate shall be rectangular in shape or rectangular shape with an arch added to the top. There shall be a 4" maximum gap in pickets.
3. If the top of the gate is straight, the height shall be no higher than the top of the patio fence.
4. If the top of the gate is arched, the height shall be no higher than 6" above the top of the patio fence.
5. The material shall be metal, painted or powder coated the color of the fence railing (Kelly Moore – Navajo white).
6. Homeowners with existing rectangular gates may add an arch. The top of the arch shall be no higher than 6" above the top of the patio fence.
7. Patio gates shall not be installed on upstairs units.
8. Patio gates shall be installed and maintained by the owner at the owner's sole expense.
9. Complete the form below and provide a picture or sketch of the gate for review and approval by the Board PRIOR to installation.

NAME: _____
 Home Phone: _____

ADDRESS: _____
 Work Phone: _____

Description of Gate (also enclose sketch or picture):

BOARD ACTION (to be completed by an authorized representative of the Board):

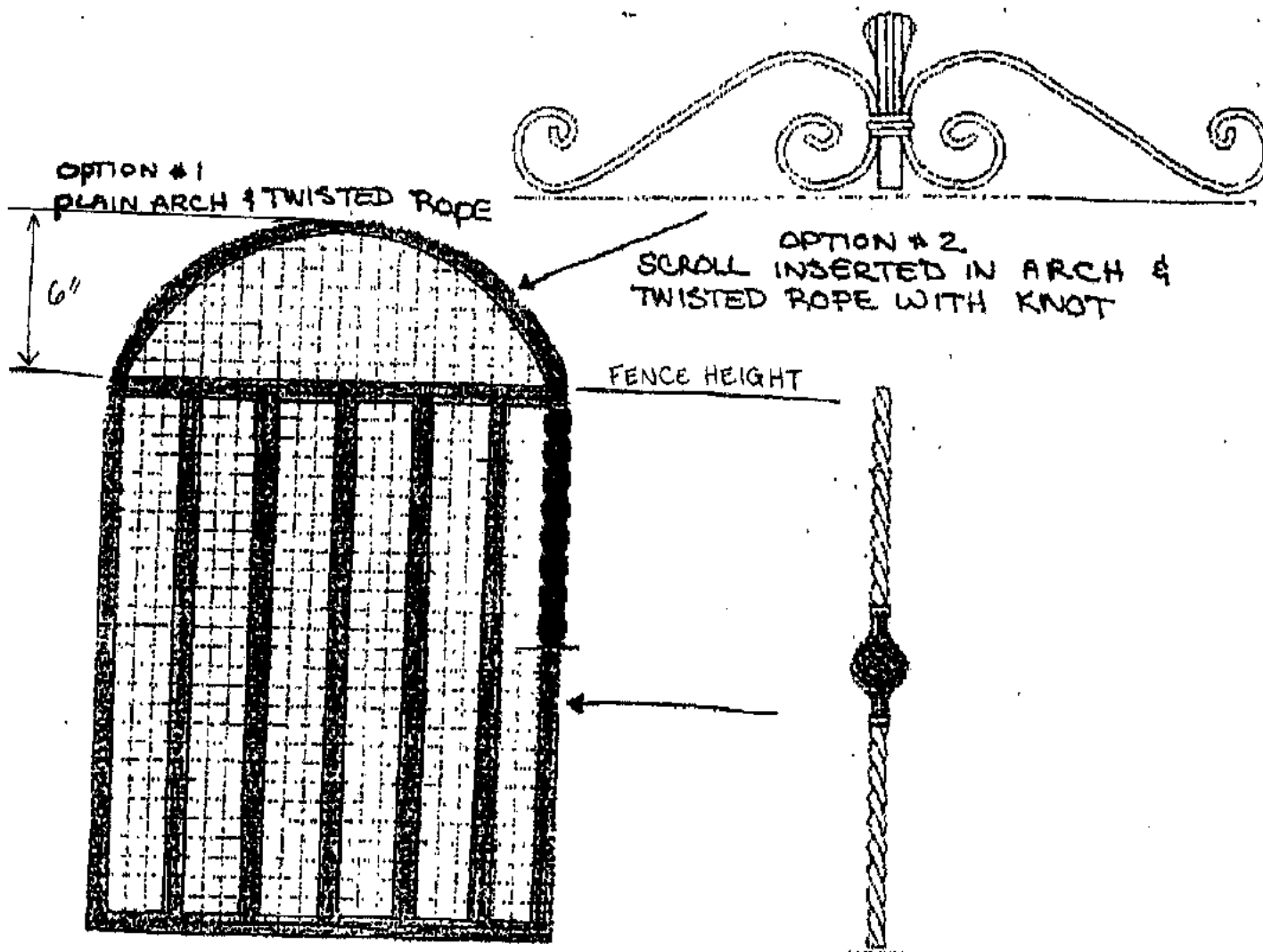
Approved: _____ Denied _____
 Comments: _____

Date: _____ Authorized Signature: _____

FINAL INSPECTION (Once installation is complete, the Board must provide final inspection and sign-off):

Date: _____ Authorized Signature: _____

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EDGEWATER ISLE SOUTH OWNER'S ASSOCIATION

Screen/Storm Door Policy

(Approved by the Board of Directors on December 4, 2003)

(Amended August 5, 2004)

The Association approves your request to install a Screen/Storm Door at _____ Vista Del Mar, SAN MATEO, CALIFORNIA subject to the following conditions of approval:

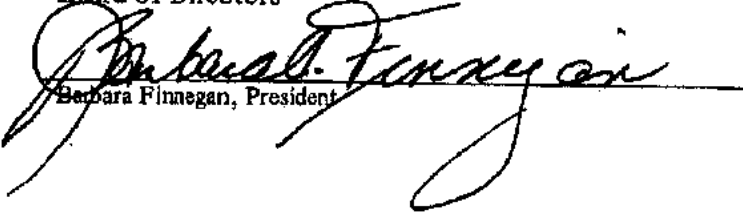
1. The Screen/Storm Door color may be white or match the existing color of the doorframe.
Retractable screens doors shall be installed inside the door trim, not on the outside of the trim.
2. Any stucco and/or siding damaged by contractor, his employees, sub-contractors or home owner shall be replaced, properly undercoated and finished with paint by contractor or homeowner to match existing color within 5 days of completion of the project.
3. Penalties: Failure to comply with these conditions shall result in fines as follows:
 - a). Other Deviation: Assessment of a \$50.00 fine, by the association for deviance from these conditions (and/or other conditions approved by the Board).
4. Any change will require notification and a brochure showing the appearance of the proposal to be submitted to the Architectural Committee for approval. This will result in up to a month's delay.
5. Brands that have received prior approval are:

Retractable type Screen Door - "Phantom Screens" and *ODL Retractable Screen Doors*

Anderson Doors "Forever Storm Door H.D 2500"

EDGEWATER ISLE SOUTH OWNERS ASSOCIATION

Board of Directors


Barbara Finnegan, President


Date

**EDGEWATER ISLE SOUTH OWNERS ASSOCIATION
RULES FOR BOARD MEETINGS**

1. Members of the Association are entitled to attend Board meetings, except for meetings held in executive session.
2. Members of the Association are entitled to speak at the beginning of any Board meeting, in open forum. Each Member will be allowed to speak once for five minutes.
3. After each Member is allowed to speak, open forum will be closed, and the Board will convene to conduct business and vote on resolutions. While the Board is convened to conduct business, no Member will be allowed to interrupt the Board's deliberations.
4. Any Member who interrupts the Board's deliberations will be asked to stop by the chairperson. Any member who interrupts the Board's deliberations after being asked to stop will be asked to leave by the chairperson.

Adopted by Board motion this 23rd day of October, 2003.

Sylvia Munson
Secretary of Association

Edgewater Isle South Satellite Dish Installation Policy

1. The satellite dish must be 18" diameter or smaller.
2. The dish must be located so that it has little or no visibility from the street.
3. No holes may be drilled through the roofing shingles nor may any screw or nail be placed which will penetrate the shingles.
4. All cables must be securely fastened to the building and must be run in straight lines with any vertical cable run parallel to the siding seam.
5. The installation shall utilize white exterior cable or must be painted to match the building siding color.
6. Any holes through the siding must be properly sealed to assure the waterproof integrity of the building.
7. The installer is to furnish a sketch to the Board of Directors showing approximate location of the dish.
8. The installation sketch and a letter requesting approval must be submitted to the Board of Directors care of the management company at the below address at least 30 days prior to the installation date.
9. No satellite dish installation may be commenced without written approval of the Board of Directors.

These policies were adopted at the November meeting of the Board in 2001.

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

EDGEWATER ISLE SOUTH OWNERS ASSOCIATION
P.O. BOX 4726
FOSTER CITY CA 94404

INDEMNIFICATION AGREEMENT

This Agreement is made between _____
(Hereinafter "Owner"), and EDGEWATER ISLE SOUTH OWNERS ASSOCIATION (Hereinafter the
"Association") through its Board of Directors (Hereinafter "Board").

Owner wishes to install and maintain an antenna system (hereinafter "Antenna") on the Owner's Lot or Restricted Common Area within the Edgewater Isle South Owners Association development. The Association owns or is responsible to maintain, repair or replace the area where Antenna is installed. In consideration of the Association's approving the installation and maintenance of Antenna on such an area, Owner agrees to the following terms and condition:

INSTALLATION, MAINTENANCE AND REPAIR. Owner shall be responsible at Owner's sole expense, for the installation, maintenance and repair of Antenna.

REMOVAL. Owner shall remove Antenna if Owner, in the sole discretion of the Board, fails to maintain Antenna in good condition or if the Association must maintain repair, or replace the area where Antenna is installed. Except in emergency situations, the Association shall notify Owner at least seventy-two (72) hours in advance of the need to remove Antenna. The cost of removing and replacing Antenna shall be the responsibility of Owner.

Should Owner fail to remove Antenna upon Association's request, the Association may remove it without further notice and at Owner's expense. The Association shall not be responsible for any damage to Antenna or any loss of video reception occasioned by removing Antenna. If the Association must remove Antenna, the Association shall not be responsible for replacing it.

OWNER'S LIABILITY. Owner shall be personally liable for any and all expenses incurred by the Association in connection with Antenna or this approval by the Association. Following notice to Owner and an opportunity for a hearing, the Association may charge owner's assessment account for any expenses related to the maintenance, repair or removal of Antenna the Board deems necessary and that owner fails to undertake. Owner further agrees that the Association can enforce the collection of these expenses in the same manner as annual assessments.

INDEMNIFICATION. Owner agrees to indemnify, defend and release the Association and management company absolutely free and harmless with respect to any claims, losses, damages, injuries, liabilities, costs and expenses, including attorney's fees, incident to, arising from, or related in any way to this Agreement, except for any such claim loss damage, injury or liability that solely results from the negligent or willful act of the Association or management company.

EXCLUSIVE. The provisions of this Agreement are or the exclusive benefit of Owner, provided, however, that such Agreement may be transferred to another party, with the written approval of the Board, upon the sale or transfer of Owner's unit. The Board shall not unreasonably withhold its approval to extend this Agreement to a subsequent owner.

OWNER: _____

Date: _____

Address: _____

Order: YL2L7HIZ73
Address: 2168 Vista del Mar
Order Date: 01-23-2020
Document not for resale
HomeWiseDocs

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF CALIFORNIA

)

COUNTY OF _____

)

)

On _____, before me, _____, personally
appeared _____, personally known
to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that be his/her/their signature(s)
on the instrument the person(s), or the entity upon behalf of which the person(s) acted,
executed the instrument.

WITNESS my hand and official seal.

Signature _____

(Seal)

EDGEWATER ISLE SOUTH OWNER'S ASSOCIATION

Front Door Hardware Policy

The Association approves your request to replace the Door Fixture at _____ Vista Del Mar, SAN MATEO, CALIFORNIA subject to the following conditions of approval:

1. The fixture color shall either match, or nearly match the existing fixtures.
2. The UNIT OWNER shall be responsible for repairing the door if damage should occur.
3. Penalties: Failure to comply with these conditions shall result in fines as follows:
 - a). Other Deviation: Assessment of a \$50.00 fine, by the association for deviance from these conditions (and/or other conditions approved by the Board).
4. Any change will require notification and a brochure showing the appearance of the proposal to be submitted to the Architectural Committee for approval. This will result in up to a month's delay.
5. Brands that have received prior approval are:

Baldwin, Logan P/N 5315.003.ENTR

EDGEWATER ISLE SOUTH HOMEOWNERS ASSOCIATION
Board of Directors

I agree with the conditions listed above.

Signature

Date

Print Name

Adopted by the Board of Directors on : 12-4-2003

Door Fixture Policy

Edgewater Isle South Owners Association

Order # 12-7H773
Address: 2168 Vista del Mar

Order Date: 01-23-2020

Document not for resale

HomeWiseDocs

EDGEWATER ISLE SOUTH OWNER'S ASSOCIATION

Replacement Window Conditions of Approval

(Adopted March 27, 2003)

The Association approves your request to replace the windows at _____ VISTA DEL MAR, SAN MATEO, CALIFORNIA subject to the following conditions of approval:

1. The window frame color shall either match, or nearly match the exterior color of the existing frames and conform to existing windows.
2. Removal and installation of new window frame(s) shall be by a licensed contractor.
3. Any stucco and/or siding damaged by contractor or his employees or sub-contractors shall be replaced, properly undercoated and finished with paint by contractor to match existing color within 5 days of completion of the project at the expense of the Homeowner.
4. The UNIT OWNER shall be responsible for repairing/caulking any cracking (or other voids) which occurs in a one-foot distance outward from the perimeter of the window such that the wall around the window remains crack-free for three years beginning from the installation date.
5. Proper building/remodeling permits/approvals shall be obtained from the City of San Mateo, if applicable.
6. The UNIT OWNER is responsible for replacing any damaged plants (as determined by the manager) located in the planter bed below and/or near the window(s) replaced which are adversely affected by the removal and installation of the new window and frame. Such plants shall be replaced within one month after completion (or after notification by the manager). Plant size shall match damaged plants.
7. Work may begin only when all windows to be installed are in the contractor's possession or are readily available locally. All work shall be done within two weeks from date of commencement. Days lost due to adverse weather may be substituted on a one for one basis.
8. Penalties: Failure to comply with these conditions shall result in fines as follows:
 - a). Timeliness: A \$50.00 per day fine for each and every day the project is not completed within the aforementioned time parameters. Completion of the project is determined by the date established by the City Building Inspector;
 - b). Other Deviation: Assessment of a \$500.00 fine, by the association for deviance from these conditions, and/or other conditions approved by the Board, i.e. wrong windows, non-compliance, etc.
 - c). If permits are not required, 8 a) and b) are still applicable.
9. Window installations must be made within the existing (aluminum) framing, not as an installation attached to the exterior siding. Trim boards around the perimeter of the window(s)/sliding door shall be replaced immediately and touched up with paint if deemed necessary by the association. This is the UNIT OWNER'S responsibility.
10. The windows must retain the same functionality that now exists; namely, the windows slide side to side or up and down.
11. Patio sliding door designs are approved under the same conditions as (9) above.
12. The width of the new window frames (metal or vinyl) may not exceed two and one-half (2 1/2) inches.

13. Approval of the windows, frames and/or sliding doors does not constitute approval of coverage by the association's insurance carrier. Association makes no warranty and provides no assurance that the present or a future insurance carrier will replace them like-for-like if there is a loss of any nature.
14. Brands that have received prior approval are: (Brands to be listed after approval)
15. Exhibit A, EDGEWATER ISLE SOUTH OWNERS ASSOCIATION; Prototypical Design Guidelines for Replacement Windows, is part of this agreement.
16. UNIT OWNER hereby agrees to indemnify, hold harmless and defend at its own cost and expense the EDGEWATER ISLE SOUTH OWNERS ASSOCIATION and MULQUEENEY & ASSOCIATES and their employees, officers and directors, shareholders or representatives from and against any and all loss, liability, cost, expenses, or damage (including attorneys fees) in connection with or arising out of or resulting from performance of the work provided for in this Agreement. This provision shall survive any termination of this agreement.

I/We understand and agree to abide by the terms set forth in this Agreement.

UNIT OWNER:

By:

Signature and Date

By:

Signature and Date

EDGEWATER ISLE SOUTH OWNERS ASSOCIATION:

By:

Association Representative

Date

cc: Architectural Approvals File

Appendix A

EDGEWATER ISLE SOUTH OWNERS ASSOCIATION
Prototypical Design Guidelines for Replacement Windows

The following guidelines shall govern the replacement of windows in the Edgewater Isle South Owners Association.

CONDITIONS OF APPROVAL

1. All construction shall be designed, constructed, installed and maintained in a professional manner and appearance.
2. All materials and colors shall be as approved. The window frame color shall either match, or nearly match the exterior color of the existing frames and conform to existing windows. Once constructed or installed, all improvements shall be maintained in accordance with the approved plans. Any changes, which affect the exterior character of the work, shall be resubmitted to the Architectural Committee for approval.
3. Standard residential security requirements as established by Chapter 15.28 of the San Mateo Municipal Code shall be provided.
4. Prior to any final building inspection approval, any imposed conditions and all improvements shall be completed to the satisfaction of the City, at the expense of the homeowner, if applicable.
5. All architectural elements such as soffits, screens, etc., not shown or detailed on the plans shall be finished in a material and color to match with the exterior of the building.
6. The width of the new window frames (aluminum) may not exceed two and one-half (2-1/2) inches.
7. Windows shall be selected from the following approved prototypical designs:
 - a. Windows;
 - b. Sliding Door;OR
 - c. Approved selection by the Edgewater Isle South Board of Directors & Architectural Review Committee.

APPROVAL PROCESS

1. The homeowner or applicant shall submit the following:
 - a. A letter from the Edgewater Isle South Owners' Association (HOA), indicating their action on the proposal.
 - b. An Architectural Review application and filing fee (one-half the typical fee for windows).
2. Three copies of photographs or elevations indicating the location and size of the window(s).
3. Planning/Code Enforcement Division staff will review the Architectural Review application and plans/photographs to confirm that the proposal conforms to the Prototypical design Guidelines, if applicable.
4. Following the approval of the Architectural Review application, the homeowner or applicant shall submit the following if the window replacement is in a stucco wall:
 - a. A Building Permit application, including four copies of drawings indicating where the new window(s) will be located, including the proposed size, material(s), color(s), and a framing detail (Typical framing details are available from the Building Division), if applicable.
 - b. Following the completion of the construction, the applicant shall request a final inspection from the Planning Division in addition to any Building division inspection required pursuant to No.3, above, if applicable.

EDGEWATER ISLE SOUTH OWNERS ASSOCIATION
ANIMAL FEEDING POLICY
 May 27, 2004


In the past the Association has not controlled feeding of various wild animals other than ducks. Various owners have placed bird feeders either on association common property or in their own patio areas. Other owners have fed squirrels and other animals in and around their patio areas. This has led to a variety of problems to the association such as:

- Extensive bird excrement below birds roosting in trees adjacent to feeders. This is both an unreasonable mess to owners around this area as well as a potential health issue.
- Masses of squirrels in local areas where they have been fed. This has led to their excrement is all over railings as well as squirrels getting inside the attic area of dwellings and making nests.
- Duck and geese excrement all over sidewalks and grass - especially around the pond area

To keep these to a minimum, the Board of Directors are requesting all homeowners and residents to remove any feeder - bird or any other type (except for one hummingbird type feeder per condo) - and stop any other feeding of any wild animals within thirty days from the date of this letter. The following association rules are put in force at this time as part of this effort:

- Feeding of birds including ducks and geese, squirrels and other wild animals is prohibited anywhere on common property or limited common property. All seed bird feeders whether attached to or located on common elements or limited common elements must be removed. Use of birdseed, peanuts or other feed either in feeders or loose is not longer permitted. Henceforth no seed bird feeders may be installed in the community or other hanging feeders such as suet used or hung any where on the property. Seed bird feeders and spillage of birdseed, peanuts and other feeds are known attraction for birds, squirrels, rodents and vermin. One (1) hummingbird type feeder per condo is allowed in the condo patio area common property. A \$50 fine will be assessed for violating this rule.

Note: feeding of ducks is already covered in the Rules for Condominium living.


 NoHene Mooney, Secretary

5-27-04
 Date

EDGEWATER ISLE SOUTH OWNERS ASSOCIATION
SAN MATEO, CALIFORNIA
Amended August 22, 2002

SCHEDULE OF MONETARY FINES

Fines are imposed based on the severity of the violation of the Association's governing documents (the CC&Rs, Bylaws and Rules & Regulations) and are divided into two classes: Class 1 and Class 2.

1. Class 1 – Non-Health, Life or Property Threatening

Examples: barking dog; non-conforming window covers; failure to observe "Quiet Hours"; failure to obey certain pool rules; etc.

Fine: \$50.00 - \$250.00 based on severity of violation, and/or \$5.00 - \$15.00 per day until the condition is corrected, or 30 days whichever comes first.

2. Class 2 – Health, Life or Property Threatening

Examples: Driving too fast through the complex, failure to obey certain pool rules, etc.

Fine: \$100.00 - \$500.00 based on the severity of the violation, and/or \$10.00 - \$25.00 per day until the condition is corrected, or 30 days whichever comes first.

If a violation is to be reported, the reporting party must put it in writing. The person making the report may be required to attend a hearing regarding the alleged violation. After the report has been received, the following actions will be initiated:

1. Prior to the imposition of any fine, the resident (non-resident owners are responsible for their tenants) and/or owner will be notified in writing that a rules violation has occurred and will be given a specific period of time to correct the violation.
2. If the violation is not corrected, or the individual concerned requests, a hearing will be held before the Board of Directors at a subsequent regularly scheduled meeting, provided that at least ten (10) days notice is given. At the Hearing, all parties concerned will be given an opportunity to be heard. If a violation is found to have occurred, the Board of Directors may impose a fine dependent upon the Class of Violation.
3. If the violation continues, the Board of Directors will proceed to Court or to Alternative Dispute Resolution (ADR) to enforce the Association's governing documents. If the individual is found to have caused a violation, then the individual will be responsible for all related legal fees and costs.

All fines, legal fees and costs will be added to the Owner's account and, if not paid, will be subject to the Association's collection procedures.

Civil issues between neighbors, outside of Association responsibility, need to be handled by the individual parties through City or County Mediation Services or the taking of legal action through the court system.

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**ELECTION AND MEETINGS PROCEDURES
of
EDGEWATER ISLE SOUTH ASSOCIATION**

THE RULES AND PROCEDURES CONTAINED HEREIN SHALL SUPERCEDE ANY CONTRARY OR CONFLICTING PROVISION OF THE GOVERNING DOCUMENTS. THESE PROCEDURES SHALL APPLY TO MEMBER MEETINGS FOR ELECTION AND REMOVAL OF DIRECTORS, ASSESSMENTS, AMENDMENTS TO THE GOVERNING DOCUMENTS, THE GRANT OF EXCLUSIVE USE COMMON AREA PROPERTY, AND ANY OTHER APPLICATION AS DETERMINED BY THE BOARD. THESE PROCEDURES COMPLY WITH CIVIL CODE §1363.03.

I. EQUAL ACCESS

- A. All candidates or members advocating a point of view shall be provided equal access to Association media, newsletters or internet website during a campaign, for purposes that are reasonably related to that election, including those not endorsed by the Board. Equal access shall be provided to all candidates, at no cost, to the Common Area meeting space.
- B. The Association shall not edit nor redact any content from these communications, but may include a short statement specifying that the candidate or member, and not the Association, is responsible for that content.

II. ELECTIONS

A. Qualifications for Candidates for the Board of Directors

- 1. The candidate must be a member of the Association;
- 2. The candidate must be in good standing (i.e. current on all assessments and not in violation of any provisions of the governing documents); and
- 3. The candidate must be 21 yrs. of age.

B. Procedures for Nomination of Candidates

- 1. A nominating committee shall be appointed by the Board, consisting of 1-3 members;
- 2. Nomination of candidates shall be submitted to the nominating committee at least 30 days before the election;
- 3. The nominating committee shall screen the potential candidates and submit a list of nominations to the Board; and
- 4. The nominations shall appear on the ballot, with room for write-in candidates and nominations from the floor.

C. Qualifications For Voting

- 1. Voting can only be by a member in good standing (i.e. not delinquent in assessments nor in violation of the governing documents);

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2. A member must be the record owner of a unit or lot; and
3. A member must be 21 to vote.

D. Voting Period for Elections

1. The voting period for elections shall be designated by the Board of Directors.
2. Elections may be conducted entirely by mail unless otherwise specified by the governing documents, except for the counting of ballots.

E. Proxies

1. "Proxy" means a written authorization signed by a member or the authorized representative of the member that gives another member or members the power to vote on behalf of that member.

A. "Signed" means the placing of the member's name on the proxy (whether by manual signature, typewriting, telegraphic transmission or otherwise) by the member or authorized representative of the member.

2. Proxies shall not be construed as or used in lieu of a ballot.
3. The Association may use proxies if permitted or required by the Bylaws and provided they meet the requirements of the law and the governing documents.
4. The Association shall not otherwise be required to prepare or distribute proxies.
5. Any instructions given in a proxy issued for an election that directs the manner in which the proxy holder is to cast the vote shall be set forth in a separate page of the proxy that can be detached and given to the proxy holder to retain.
6. The proxy holder shall cast the member's vote by secret ballot. (See a sample Proxy - Exhibit "A")

F. Secret Ballots

1. Any election regarding assessments, election and removal of members of the Board of Directors, amendments to the governing documents, or the grant of exclusive use common area property shall be held by secret ballot.

G. Quorum

1. Only if required by the Governing documents or law.

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- a. If required by the Governing documents, each ballot received by the inspector of election shall be treated as a member present at a meeting for purposes of establishing a quorum.

H. Inspectors

1. An independent third party shall be the inspector of the election;
2. The number of inspectors shall be one or three;
3. The inspector of election shall be appointed by the Board, but may not be a member of the Board, a candidate for the Board, or related to a member of the Board;
4. An independent third party may not be a person who is currently employed or under contract to the Association for any compensable services unless expressly authorized by the Association.
5. The inspector shall do all of the following:
 - a. Determine the number of memberships entitled to vote and the voting power of each;
 - b. Determine the authenticity, validity and effect of proxies, if any;
 - c. Receive ballots;
 - d. Hear and determine all challenges and questions arising out of or in connection with the right to vote;
 - e. Count and tabulate all votes;
 - f. Determine the result of the election;
 - g. Determine when the polls shall close; and
 - h. Perform any acts as may be proper to conduct the election with fairness to all members in accordance with this section and all applicable rules of the Association regarding conduct of the election that are not in conflict with this section.
 - i. Appoint and oversee additional persons to verify signatures and to count and tabulate votes, provided that the persons are independent third parties.
6. An inspector of election shall perform his or her duties impartially, in good faith, to the best of his or her ability, and as expeditiously as is practical.
 - a. If there are three inspectors of election, the decision or act of a majority shall be effective in all respects as the decision or act of all.
 - b. Any report made by the inspector(s) of elections is prima facie evidence of the facts stated in the report.

I. Ballots

1. Ballots and two envelopes (one unmarked and the other pre-addressed to the inspector(s) of election) with instructions on how to return ballots shall be mailed by first-class mail or delivered by the

Association to every member not less than 30 days prior to the deadline for voting;

2. In order to preserve confidentiality, a voter may not be identified by name, address, nor the lot, parcel or unit number on the ballot;
3. The ballot itself is not signed by the voter, but is completed and inserted into the unmarked envelope that is sealed (the sealed ballot).
 - a. This sealed ballot is inserted into the pre-addressed envelope and sealed.
 - 1) In the upper left-hand corner of the pre-addressed envelope the voter prints and signs his or her name, address, and the lot, parcel or unit number that entitles him or her to vote.
 - 2) The pre-addressed envelope is addressed to the inspector(s) of election and may then be mailed or delivered by hand to a location specified by the inspector(s) of election.
 - 3) The member may request a receipt for delivery.
4. Upon receiving the pre-addressed envelope, the inspector(s) shall open it and record the information from the exterior of the upper left-hand corner of the envelope.
5. Then, the pre-addressed envelopes are opened and the sealed ballots are removed and stored in a safe place.
6. The sealed ballots, at all times, shall be in the custody of the inspector(s) of election or at a location designated by the inspector(s) until after tabulation of the votes, at which time custody shall be transferred to the Association.

J. Conflicts

1. In the event of a conflict between these procedures and the Nonprofit Mutual Benefit Corporations Code relating to elections, these procedures shall apply.

K. Counting of Votes

1. All votes shall be counted and tabulated by the inspector(s) of election in public at a properly noticed open meeting of the Board of Directors or members;
2. Any candidate or other member of the Association may witness the counting and tabulation of the votes;
3. No other person, including a member of the Association or an employee of the management company, shall open or otherwise review any ballot prior to the time and place at which ballots are counted and tabulated;
4. Cumulative voting shall be allowed using the secret ballot procedures, if provided for in the governing documents.
5. The results of the election shall be:
 - a. Promptly reported to the Board of Directors of the Association;

- b. Recorded in the minutes of the next meeting of the Board of Directors;
 - c. Available for review by members of the Association;
 - d. Publicized by the Board in a communication directed to all members within fifteen (15) days of the election.
6. The inspector(s) of election, his or her designee, may verify the member's information and signature on the outer envelope prior to the meeting at which ballots are tabulated.
7. Once a secret ballot is received by the inspector(s) of election, it shall be irrevocable.
8. After tabulation:
- a. Election ballots shall be stored by the inspector(s) of election or at a location designated by the inspector(s) in a secure place for no less than nine (9) months after the date of election;
 - b. In the event of a recount or other challenge to the election process, the inspector(s) shall, upon written request, make the ballots available for inspection and review by an Association member(s) or his/her/their authorized representative;
 - c. Any recount shall be conducted in a manner that shall preserve the confidentiality of the vote.
 - d. After transfer of the ballots to the Association, the ballots shall be stored by the Association in a secure place for no less than one (1) year after the date of the election.

L. Use of Association Funds (Civil Code §1363.04)

1. Association funds shall not be used for campaign purposes in connection with any Association Board election, except to the extent necessary to comply with the law.
- a. Association funds cannot be used for the advocacy of the election or defeat of any candidate on the Association ballot;
 - b. Association funds cannot be used for the photograph or prominently featuring the name of any candidate on a communication from the Association or its Board, excepting ballot and ballot materials, within 30 days of an election.

M. Civil Actions

1. Violations of these procedures may result in a civil action for declaratory relief or equitable relief, injunctive relief, restitution, or a combination thereof;
2. The statute of limitations is within 1 year from the date the action accrues;
3. A Court, if it finds a violation of the procedures stated herein, may void the election;

4. A member who prevails in a civil action to enforce his or her rights shall be entitled to:
 - a. Reasonable attorney's fees and costs; and
 - b. The Court may impose a civil penalty of up to \$500.00 for each violation, except that each identical violation shall be subject to only one penalty if the violation affects each member of the Association equally.
5. A prevailing association shall not recover any costs, unless the Court finds the action to be frivolous, unreasonable, or without foundation;
6. A cause of action with respect to use of Association resources by a candidate or a member advocating a point of view, the receipt of a ballot by a member, or the counting, tabulation, or reporting of, or access to, ballots for inspection and review after tabulation may be brought in Small Claims Court, if the amount of the demand does not exceed the jurisdiction of the court.

Adopted by the Edgewater Isle South Association on November 16, 2006.

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Homeowner Architectural Application Indemnity/Liability Agreement

Owners Name: _____
(Please print)

Address: _____

Day Time Contact Number: _____ **Evening:** _____

I (we), the above named owner, request approval to make the following addition, change, or alteration on my home at the address listed above:

Description of addition, change, or alteration: (include as much information as possible; use additional page if needed)

Who will perform the work? (Attach a copy of the contractor's current license and current insurance information)

Plans and/or specifications, (drawings), showing nature, kind, shape, height, and materials, must be submitted as a part of this request.

I, (we), the above named owner will be responsible for damage to the exterior of the building that may arise as a result of the above stated addition, change, or alteration, and will be responsible for maintenance of same. I agree to obtain and produce copies of all necessary City permits to the Association. It is also agreed that any necessary insurance coverage for the protection of these additions will be the sole responsibility of the owner(s). Further, owner(s) agree that if and when this unit is sold, this agreement must be included as a part of the sale and agreed to by the new owner(s). After the sale is complete, it will be the OBLIGATION of the new owner(s) to sign a new copy of this agreement and deliver it to the Secretary of the Association so that it will be on file whenever needed. This will apply to ALL subsequent owners and will be disclosed to any potential buyers of the property.

It is recognized by me that the Association maintains the right of approval of the above stated addition, change, or alteration and may require its removal, should it become necessary for safety, maintenance of surrounding structures, or lack of proper maintenance by the above-named owner.

The above-named owner agrees to hold the Association, its Board of Directors, members, employees and agents harmless from any liability, injury, damage, or costs that may be incurred as a result of the above stated addition, change, or alteration.

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Permits: (Please attach any City Building Permits required and list those being attached):

Applicant agrees and understands that the submission of this form alone does not necessarily fulfill all requirements for approval. Committee and/or Board may require additional information in order to make a decision. Until all information has been received, the application stands disapproved.

Applicant, (Homeowner) understands that if the committee requires modifications to plans, special conditions may be placed on the completion of work.

Applicant understands that failure to receive City of _____ approval where necessary, and/or committee approval, constitutes automatic authorization by the applicant to the Association to have the work brought into conformance with the approved plans, specifications, and special requirements at the complete expense of the applicant/homeowner.

Print Name _____

Signature of owner (applicant) _____

Date _____

Print Name _____

Signature of owner (applicant) _____

Date _____

If you have any questions about this form please, contact our office. Mail or fax your application to:

The Manor Association, Inc.
1800 Gateway Dr. Suite 100
San Mateo, CA 94404
Office: 650-637-1616
Fax: 650-637-1670

For Office Use Only

Date application received by Manor Association: _____

Date of Architectural Committee review: _____

Board of Directors/ Architectural Review Committee: ☐ Approved ☐ Denied

Special conditions for approval: _____

Date approved to proceed: _____

Building permit required: ☐ Yes ☐ No

Reason for denial: _____

By: _____

Authorized Association Representative _____

Date _____

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**Articles of Incorporation (Required Civil Code Sec. 4525)
Edgewater Isle South Condominium Owners' Association**

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Edgewater Isle South Condominium Owners Association

THE MANOR ASSOCIATION, INC.

CALIFORNIA GOV'T. CODE §12956.1 Disclosure (2019)

"If this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of §12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to §12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status."

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FILED Secretary of State
State of California

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100 OCT 07 2016 

**CERTIFICATE OF AMENDMENT AND RESTATEMENT OF
ARTICLES OF INCORPORATION OF
EDGEWATER ISLE SOUTH CONDOMINIUM
OWNERS' ASSOCIATION**

We, the undersigned, **James Newell** and **Barbara Finnegan** hereby certify that:

we are the President and Treasurer, respectively, of EDGEWATER ISLE SOUTH CONDOMINIUM OWNERS' ASSOCIATION, a California nonprofit mutual benefit corporation, and are duly authorized to execute this Certificate;

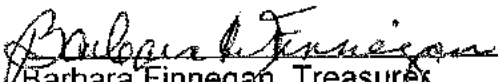
the Articles of Incorporation of this Corporation are amended and restated in full to read as follows: See Exhibit "A" attached hereto and incorporated herein by this reference; and

the foregoing amendment and restatement has been approved by the Board of Directors and by the required vote of Members; and

each hereby declares under penalty of perjury pursuant to the laws of the State of California, that the matters set forth in this certificate are true of his or her own knowledge.

EXECUTED at WPS, California, this 9 day of Sept, 2016.


James Newell, President


Barbara Finnegan, Treasurer

EDGEWATER ISLE SOUTH
CONDOMINIUM OWNERS'
ASSOCIATION

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CERTIFICATE OF AMENDMENT AND
RESTATEMENT OF ARTICLES

EXHIBIT "A"

**AMENDED AND RESTATED ARTICLES OF INCORPORATION OF
EDGEWATER ISLE SOUTH CONDOMINIUM
OWNERS' ASSOCIATION**

ARTICLE 1 NAME

The name of the corporation is EDGEWATER ISLE SOUTH CONDOMINIUM OWNERS' ASSOCIATION (hereinafter called the "Corporation").

**ARTICLE 2 ORGANIZATION, PURPOSE, AND POWERS
 OF THE CORPORATION**

This Corporation is a nonprofit mutual benefit corporation organized under the Nonprofit Mutual Benefit Corporation Law. The purpose of this Corporation is to engage in any lawful act or activity, other than credit union business, for which a corporation may be organized under such law. This Corporation does not contemplate pecuniary gain or profit to the Members thereof, and the specific primary purposes for which it is formed are:

- (i) to provide for maintenance, protection, preservation, and architectural control of the separate interests and Common Area, including the attractiveness and value thereof, and the landscaping, structures, and facilities thereon, within that certain real property located in the County of San Mateo, State of California, described as follows:

Lot 1, 2 and 3 and the improvements thereon, as shown on the subdivision map entitled "Edgewater Isle Unit No. 2, Phase II" filed for record on March 25, 1985, in Volume 113 of Maps at Pages 7 and 8 in the Official Records of the County of San Mateo, State of California.

- (ii) to provide for the management, administration, and operation of the above-described property comprising the Edgewater Isle South Condominium common interest development and the business and affairs of the Corporation,

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- (iii) to promote the health, safety, welfare, and interests of all owners of property and residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of the Corporation, and
- (iv) to take such action as in the judgment of the Board of Directors shall be necessary or proper or incidental to the foregoing purposes of the Corporation.

ARTICLE 3 STATEMENT REQUIRED BY CIVIL CODE SECTION 4280

The Corporation is an association formed to manage a common interest development under the *Davis-Stirling Common Interest Development Act*.

The business or corporate office of the Corporation is as follows:

353 Main Street
Redwood City, CA 94063

The physical location of the common interest development as required by *Civil Code* section 4280 is:

2200 Marina Vista (Front Street) and Mariners Island Boulevard (Cross Street)
San Mateo, CA 94404

The name and address of the Corporation's managing agent, as defined in *Civil Code* Section 4158(a) is:

The Manor Association
353 Main Street
Redwood City, CA 94063

ARTICLE 4 MEMBERSHIP

Every person or entity that is a record owner of a fee or undivided fee interest in any separate interest within the real property described in Article 2 hereof, which is subject by covenants of record to assessment by the Corporation, including contract sellers, shall be a Member of the Corporation. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to, and may not be separated from, ownership of any separate interest which is subject to assessment by the Corporation.

ARTICLE 5 VOTING RIGHTS

The Corporation shall have one (1) class of voting membership, comprising all Members, whose voting rights shall be as set forth in the Bylaws of the Corporation.

ARTICLE 6 BOARD OF DIRECTORS

The affairs of this Corporation shall be managed by a Board of Directors. The number of Directors, their qualifications, and the manner of their selection shall be as set forth in the Bylaws of the Corporation.

ARTICLE 7 LIMIT ON POWERS; TAXATION

This Corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purposes of this Corporation. This Corporation is intended to qualify as a Homeowners Association under the applicable provisions of Section 528 of the United States *Internal Revenue Code* ("IRC") and of Section 23701t of the *Revenue and Taxation Code* of the State of California ("R&TC"), as each may be amended from time to time. No part of the net earnings of this Corporation shall inure to the benefit of any private individual, except as expressly provided in IRC Section 528 and R&TC Section 23701t with respect to the acquisition, construction, or provision for management, maintenance, and care of the Corporation property, and other than by rebate of excess membership dues, fees, or assessments.

ARTICLE 8 DISSOLUTION

To the extent required pursuant to *Corporations Code* section 8724, so long as there is any lot or parcel for which the Corporation is obligated to provide management, maintenance, preservation, or control, the Corporation shall not transfer all or substantially all of its assets or file a certificate of dissolution without the approval of one hundred percent (100%) of the Members. In the event of the dissolution, liquidation, or winding-up of the Corporation, upon or after termination of the development in accordance with provisions of the recorded declaration governing the property comprising the development, the Corporation's assets remaining after payment, or provision for payment, of all debts and liabilities of the Corporation shall be divided among and distributed to its Members in accordance with their respective rights therein.

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ARTICLE 9 AMENDMENTS

Any amendments to these Amended Articles of Incorporation shall require the approval of the Board of Directors and the approval by the affirmative vote of Members representing at least a majority of the total voting power of the Corporation.



I hereby certify that the foregoing
transcript of 5 page(s)
is a full, true and correct copy of the
original record in the custody of the
California Secretary of State's office.

OCT 14 2016

(Signature)

Date: _____

(Signature)

ALEX PADILLA, Secretary of State

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Bylaws (Required Civil Code Sec. 4525)
Edgewater Isle South Condominium Owners' Association

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Edgewater Isle South Condominium Owners Association

THE MANOR ASSOCIATION, INC.

CALIFORNIA GOV'T. CODE §12956.1 Disclosure (2019)

"If this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of §12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to §12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status."

AMENDED AND RESTATED BYLAWS OF EDGEWATER ISLE SOUTH CONDOMINIUM OWNER'S ASSOCIATION

NOTICE

If this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the California *Government Code*. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

**EDGEWATER ISLE SOUTH
CONDOMINIUM OWNERS'
ASSOCIATION**

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**AMENDED AND RESTATED
BYLAWS**

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**EDGEWATER ISLE SOUTH
CONDOMINIUM OWNERS'
ASSOCIATION**

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**AMENDED AND RESTATED
BYLAWS**

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AMENDED AND RESTATED BYLAWS OF EDGEWATER ISLE SOUTH CONDOMINIUM OWNERS' ASSOCIATION

ARTICLE 1 ORGANIZATION

- 1.1 Name and Location. The name of the corporation is EDGEWATER ISLE SOUTH CONDOMINIUM OWNERS' ASSOCIATION, which is hereinafter referred to as the "Association." The principal office of the Association shall be located in San Mateo County, California or at such other place reasonably convenient to the Project as the Board of Directors may from time to time establish.
- 1.2 Purpose. The purpose of the Association shall be as set forth in its Articles of Incorporation.
- 1.3 Successor Entity. In the event the Association as a corporate entity is dissolved, a nonprofit unincorporated association shall forthwith and without further action or notice be formed to succeed to all the rights and duties of the Association. The affairs of such unincorporated association will be governed by the laws of the State of California, and to the extent consistent therewith, by the Declaration, the Articles, and these Bylaws as if they were created for the purpose of governing the affairs of an unincorporated association.

ARTICLE 2 DEFINITIONS

- Any capitalized terms that are not defined below shall have the meaning set forth in Article 1 of the Declaration ("Definitions").
- 2.1 Articles. "Articles" shall mean the Amended and Restated Articles of Incorporation of Edgewater Isle South Condominium Owners' Association, as they may be amended from time to time, and as filed with the Office of the Secretary of State of California.
- 2.2 Assessments. "Assessments," "Regular Assessments," "Special Assessments," "Reimbursement Assessments," and "Enforcement Assessments" shall have the meanings defined for those terms in the Declaration.

- 2.3 Association. "Association" shall mean Edgewater Isle South Condominium Owners' Association, a California nonprofit mutual benefit corporation, its successors and assigns.
- 2.4 Board of Directors. "Board of Directors" or "Board" shall mean the governing body of the Association.
- 2.5 Bylaws. "Bylaws" shall mean the Amended Bylaws of the Association as they shall be duly adopted by the Board of Directors and the Members and any duly-adopted amendments thereof.
- 2.6 Civil Code. "*Civil Code*" shall mean the California *Civil Code* as amended from time to time.
- 2.7 Committee of the Board. "Committee of the Board" shall mean a committee consisting only of directors as described in *Corporations Code* section 7212.
- 2.8 Common Area. "Common Area" shall mean all of the property comprising the Development that is owned by all of the Owners in common but excluding the Units.
- 2.9 Condominium. "Condominium" shall mean an estate in real property, as defined in *Civil Code* sections 783 and 4125, consisting of an undivided interest in all or any portion of the Common Area together with a separate fee interest in a Unit and all easements or other interests appurtenant thereto.
- 2.10 Contract Purchaser / Contract Seller. "Contract Purchaser" and "Contract Seller" shall mean the purchaser and the seller, respectively, under an installment land contract in which title to the property is transferred after the final installment payment is made.
- 2.11 Corporations Code. "*Corporations Code*" shall mean the California *Corporations Code* as amended from time to time.
- 2.12 Declaration. "Declaration" shall mean the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Edgewater Isle South Condominium Owners' Association, recorded in the Office of the County Recorder of San Mateo County, California, and any duly recorded amendments thereof.
- 2.13 Delivery, When Effective. As provided for in *Civil Code* section 4050: (i) if notice is sent by United States mail, such notice shall be deemed delivered upon deposit in the United States mail, postage prepaid; (ii) if such notice is sent by electronic means, delivery is complete at the time of the transmission.

2.14 General Delivery / General Notice. "General Delivery" or "General Notice" shall mean delivery to a Member or Members by one (1) or more of the following methods, as provided in *Civil Code* section 4045:

- (a) By any method provided for delivery of an Individual Notice pursuant to *Civil Code* section 4040 which includes but is not limited to first-class mail or Express Mail or by overnight delivery by an express service carrier,
- (b) By inclusion in a billing statement, newsletter, or other document that is delivered by General Delivery,
- (c) By posting a printed document in a prominent location that is accessible to all Members, if the location has been designated for the posting of General Notices by the Association in the Annual Policy Statement, prepared pursuant to *Civil Code* section 5310,
- (d) If the Association broadcasts television programming for the purpose of distributing information on Association business to its Members, by inclusion in the Association broadcast television programming.

Notwithstanding the foregoing, if a Member has requested to receive General Notices by Individual Delivery, then all "General Notices" to that Member shall be delivered by "Individual Delivery."

2.15 Governing Documents. "Governing Documents" shall mean the Articles, Bylaws, Declaration, and Rules.

2.16 Individual Delivery / Individual Notice. "Individual Delivery" or "Individual Notice" shall mean delivery to a Member or Members by one (1) of the following methods, as provided in *Civil Code* section 4040:

- (a) By first-class mail with postage prepaid, registered or certified mail, express mail, or overnight delivery by an express service carrier, addressed to the recipient at such recipient's address last shown on the books of the Association, or
- (b) By email, facsimile, or other electronic means if the recipient has consented in writing to that method of delivery. The consent may be revoked, in writing, by the recipient. Delivery by electronic transmission must also comply with *Corporations Code* sections 20 and 21. Among other things, Section 20 of the *Corporations Code* requires the Association to obtain consent from the person to whom the document is transmitted to receive it by means of electronic transmission as well as other technical requirements.

- 2.17 Majority of a Quorum. "Majority of a Quorum" shall mean a majority of the votes cast in any lawful vote or election by the Members in which the number of ballots cast equals or exceeds the number required to establish a quorum as provided in Section 4.6 ("Quorum Requirements").
- 2.18 Member. "Member" shall mean an Owner.
- 2.19 Member in Good Standing. "Member in Good Standing" shall mean a Member of the Association who is current in the payment of all Assessments and all costs, fees, charges, and expenditures including, but not limited to, interest, late charges, attorney fees, recording and filing fees, and all other costs actually incurred by the Association in collecting and/or enforcing payment of Assessments, imposed in accordance with the Governing Documents and who is in compliance with all of the provisions of the Governing Documents. A Member shall be deemed to be in Good Standing unless, after notice and an opportunity for hearing, pursuant to Article 14 of the Declaration ("Enforcement; Notice; Hearings"), the Board has found the Member to be not in Good Standing and has so notified the Member in accordance with *Civil Code* section 5855.
- 2.20 Owner. "Owner" shall mean the record owner, whether one (1) or more persons or entities, of the fee simple title to any Condominium, including Contract Sellers but excluding Contract Purchasers, and excluding those persons having such interest merely as security for the performance of an obligation.
- 2.21 Project. "Project" shall mean all of the real property described in the Declaration as comprising the Edgewater Isle South condominium project, and any additional real property as may hereafter be brought within the jurisdiction of the Association.
- 2.22 Resident. "Resident" shall mean any person who resides in a Unit within the Project whether or not such person is an Owner.
- 2.23 Rules. "Rules" shall mean the policies, rules, and regulations governing the administration, management, operation, use, and occupancy of the Project, including the use of the Common Area and facilities, the personal conduct of Members and Residents, members of their household, pets, tenants, invitees, and guests within the Project, enforcement of the Governing Documents, and any other matter that is within the jurisdiction of the Association, as adopted, published, or amended by the Board from time to time and subject to applicable law including *Civil Code* section 4340 and following.
- 2.24 Total Voting Power. "Total Voting Power" shall mean the total number of votes of all Members entitled to vote at a particular time, calculated on the basis of one

(1) vote for each Unit, excluding any Units as to which an Owner is not then a Member in Good Standing.

- 2.25 Unit. "Unit" shall mean the elements of a Condominium that are not owned in common with the Owners of other Condominiums in the Project, as more particularly set forth in the Declaration. There are one hundred (100) Units in the Project.

ARTICLE 3 MEMBERSHIP AND VOTING RIGHTS

- 3.1 Membership Appurtenant to Unit Ownership. Membership in the Association shall include, and shall be limited to, all Owners of any Unit located within the Project. Ownership of a Unit is the sole qualification to be a Member. Membership shall be appurtenant to and may not be separated from ownership of a Unit. Upon becoming the Owner of a Unit, each Owner shall automatically be a Member of the Association and shall remain a Member until such time as his or her or its Unit ownership ceases for any reason. Membership in the Association shall not be transferred, encumbered, pledged, alienated, or hypothecated in any way, except upon the transfer or encumbrance of the Unit to which it is appurtenant and then only to the transferee or mortgagee, as the case may be, of such Unit. Any attempt to make a prohibited transfer is void. Upon any transfer of title to a Unit, including a transfer upon the death of an Owner, membership in the Association shall pass automatically to the transferee.
- 3.2 Owner's Address for Notice. It shall be each Owner's responsibility to notify the Association in writing of any change in the Owner's address for the purpose of receiving notices from the Association. The fact that a different address appears on correspondence to the Association from an Owner shall not constitute such written notice, unless it is expressly stated in writing that such address is a change of address for the purpose of receiving notice from the Association.
- 3.3 Notice of Transfer of Title. Upon transfer of title to a Unit, the transferee shall be responsible for notifying the Association of such transfer. The notification shall set forth the address of the Unit, the names of the transferee and the transferor, and the date of sale or other transfer. Prior to receipt of such notification, any and all communications required or permitted to be given by the Association or the Board to the Unit Owner shall be deemed to be duly made and given to the transferee if duly and timely made and given to the person shown as the Owner of the Unit and at the address in the Association's records.
- 3.4 Proof of Membership. No person shall exercise the rights of a Member until satisfactory proof of membership has been furnished to the Association. Such proof may consist of either a duly-executed and acknowledged grant deed or a

title insurance policy showing that the person is an Owner as defined in Section 2.20 ("Owner"). Such deed or policy shall be deemed conclusive proof of ownership in the absence of a conflicting claim based on a later deed or policy.

3.5 Voting Rights; Joint Owners.

3.5.1 One Vote per Unit. Only Members in Good Standing shall be entitled to vote on any issue or matter presented to the Members for approval or membership vote. Members in Good Standing shall be entitled to cast one (1) vote for each Unit owned.

3.5.2 Joint Owners. In the event more than one (1) person owns a given Unit, the vote for such Unit shall be exercised as the Owners among themselves shall determine, but in no event shall more than one (1) vote be cast with respect to any Unit. If the joint Owners of a Unit are unable to agree among themselves as to how their vote is to be cast, they shall lose their right to vote on the matter in question. If any joint Owner of a Unit casts a vote representing a certain Unit, it will thereafter be conclusively presumed for all purposes that such Owner was acting with the authority and consent of the other Owners of that Unit.

3.5.3 Trusts, Corporations, Other Entities. In the case of an Owner that is a trustee or is not a natural person (such as a corporation or other entity), the vote of such Owner may be cast by any authorized representative of the Owner designated by notice in writing to the Association.

3.5.4 Conservator, Guardian, Parent of Minor, Executor. The power to cast a particular Member's vote may be exercised by (i) the Member's conservator, (ii) the guardian of the Member's estate, (iii) the parent(s) entitled to custody of a Member if the Member is a minor, or (iv) the executor or administrator of a deceased Member's estate if the Member's interest in the Unit is subject to administration in his or her estate.

3.6 Record Date for Voting. Consistent with *Corporations Code* section 7611(b), the Board may fix a date not more than sixty (60) days before the date of any mailing or delivery of ballots as the record date for determining Members entitled to vote and only Members in Good Standing as shown in the records of the Association as of the record date for voting shall be entitled to vote in such vote or election. If no record date for voting is set by the Board, Members in Good Standing on the day of the mailing or delivery of ballots shall be entitled to vote in such vote or election.

ARTICLE 4 MEMBERSHIP MEETINGS; VOTING BY MEMBERS

- 4.1 Voting by Members; Members' Request for Vote. All membership votes, including any vote pursuant to a written request of Members as described in *Corporations Code* section 7510(e), shall be by "secret ballot" pursuant to *Civil Code* sections 5100 through 5145; *provided, however*, that in the case of a membership vote on any matter not specified in *Civil Code* section 5100(a), the deadline for returning a secret ballot may be a reasonable time that is less than thirty (30) days. Voting by the method described in *Corporations Code* section 7513 shall not be permitted.
- 4.2 Proxies Are Prohibited. Use of proxies in connection with membership votes or membership meetings is expressly prohibited. "Proxy" shall mean a written authorization signed by a Member or a Member's attorney in fact giving another person or persons power to vote for such Member, as defined in *Corporations Code* section 5069, other than a designated authorized representative casting a vote pursuant to Section 3.5.3 ("Trusts, Corporations, Other Entities"), above.
- 4.3 Inspector(s) of Election. To the extent required pursuant to *Civil Code* section 5110, prior to any election or vote by the Members, the Board shall appoint one (1) or three (3) inspectors of election, whose powers and duties shall be as set forth in such statute.
- 4.4 Voting and Election Rules. The Board shall adopt Rules governing membership voting and elections of directors in conformity with *Civil Code* section 5105(a).
- 4.5 Open Forums. Notwithstanding the provisions of Section 4.1 ("Voting by Members; Members' Request for Vote"), the Secretary of the Association shall be entitled to call informal meetings of the Members, to be known as open forums, for the purpose of discussing problems common to Members residing in one particular area within the Project or problems common to all Members. Open forums shall be called on written notice delivered to all interested Members at least five (5) days before the date of the open forum. The notice shall set forth the date, time, and place of the open forum and the general nature of each item to be discussed. The Members may discuss at an open forum any topic that has been noticed, but no formal action of the Members may be taken, such action being reserved to Member votes conducted pursuant to Section 4.1; however, reports and other informational presentations may be made.
- 4.6 Quorum Requirements. The number of ballots that must be cast in order to establish a quorum shall be as follows:

- 4.6.1 Assessment Votes. To the extent required by *Civil Code* section 5605, notwithstanding any other provision in the Governing Documents, for purposes of voting on a Special Assessment or an increase in the Regular Assessment that by law must be approved by the Members, a quorum shall mean more than fifty percent (50%) of the Members (as distinguished from percentage of the Total Voting Power), or such other quorum requirement as may be specified by law.
- 4.6.2 All Other Member Votes. For any other vote or election by the Members, a quorum shall be one-third (1/3) of the Total Voting Power.
- 4.6.3 Meetings to Count Ballots. There shall be no quorum requirement for Member attendance at any meeting of the Members held for the purpose of tabulating ballots pursuant to *Civil Code* section 5120(a) and no voting by the Members other than the tabulation of ballots by the inspector(s) of election shall be conducted at any such meeting.
- 4.7 Act of Members Requires Majority of a Quorum. Except where the Governing Documents specify a higher percentage of a quorum or require a specified percentage of the Total Voting Power of the Members for any action that may be taken by the Members, the affirmative vote of a Majority of a Quorum of the Members shall constitute the action of the Members.
- 4.8 Results of Membership Votes. To the extent required by *Civil Code* section 5120(b), the Board shall within fifteen (15) days of an election give General Notice of the tabulated results to all the Members pursuant to *Civil Code* section 4045. To the extent required by *Corporations Code* section 8325, for a period of sixty (60) days following the conclusion of any membership vote (or, if applicable, an annual, regular, or special meeting of Members), a Member shall, upon written request, be informed forthwith of the result of any particular vote of the Members, including the number of memberships voting for, the number of memberships voting against, and the number of memberships abstaining or withheld from voting. If the matter voted on was the election of directors, the Association shall report the number of votes cast for each nominee for director.
- 4.9 Meetings of Members. The annual meeting of Members shall take place in the month designated by resolution of the Board. To the extent any vote or election by the Members is required by law to be conducted at a meeting of the Members, the provisions of the *Corporations Code*, including *Corporations Code* sections 7510 and 7511, that would otherwise apply shall apply; any such meeting of Members shall be conducted in accordance with a recognized system of parliamentary procedure or such parliamentary procedures as the Association may adopt; and to the extent required pursuant to *Civil Code* sections 4925(b)

and 5000(b), a reasonable time limit for all Members to speak at a meeting of the Members shall be established by the Board.

- 4.10 Place of Member Meetings. Meetings of the Members shall be held at a location within the Project or the Board may designate by resolution a convenient place located as close as reasonably practicable to the Project.
- 4.11 Special Meetings of Members. Special meetings of the Members shall be held in response to a request by the Board President, or by vote of a majority of the Board, or upon written request of Members representing five percent (5%) of the Total Voting Power of the Members.
- 4.12 Notice of Member Meetings. Written notice of Member meetings shall be given to each Member by Individual Delivery at least ten (10) days but not more than ninety (90) days before such meeting; *except that*, in the case of a special meeting called pursuant to written request of Members, notice of such special meeting shall be given to Members by Individual Delivery within twenty (20) days after receipt of a written request by the Board, and the date for such special meeting shall be not less than thirty-five (35) days nor later than ninety (90) days after the date of the Board's receipt of the written request. The notice shall state the date, time and place of the meeting, and in the case of a special meeting, shall state the purpose for the meeting.

ARTICLE 5 BOARD OF DIRECTORS: NOMINATION, SELECTION, TERM OF OFFICE, REMOVAL

- 5.1 Number of Directors. The affairs of this Association shall be managed by or under the direction of, and the corporate powers shall be exercised by, a Board of Directors. The authorized number of directors shall be three (3). The Board, by resolution, may increase the number of directors to five (5) and may thereafter by resolution decrease the number of directors to three (3); *provided however, that* no such resolution to decrease the size of the Board shall be effective if it removes a director before the expiration of his or her term.
- 5.2 Time of Annual Election of Directors. Directors shall be elected annually in the months of April or May.
- 5.3 Qualification of Directors. Only persons who satisfy all of the following qualifications shall be eligible to be elected to or serve on the Board: Member in Good Standing or in the case of a Member in Good Standing that is not a natural person (such as a corporation or other entity), an officer, director, principal, or authorized representative of the entity, (i) is over eighteen (18) years of age, (ii) has not been found by a court of competent jurisdiction to be of unsound mind,

and (iii) has not been convicted of a felony. Co-Owners of one (1) or more Units may not serve on the Board at the same time.

5.4 Nomination Procedures. Nominations of candidates for election to the Board of Directors may be made by a Nominating Committee (hereinafter, "Nominating Committee") or by self-nomination, as follows:

5.4.1 By Nominating Committee. Prior to any election of directors, the Board may appoint a Nominating Committee to nominate candidates for election to the Board. If appointed, the Nominating Committee shall nominate as many candidates for election to the Board as it shall in its discretion determine, but shall endeavor to nominate not less than the number of positions on the Board that are to be filled in the election. All nominations shall be made from among persons who satisfy the qualifications set forth in Section 5.3 ("Qualification of Directors") and shall be made prior to the deadline for nominations.

5.4.2 By Self-Nomination. Any Member who satisfies the qualifications set forth in Section 5.3 ("Qualification of Directors") may place his or her name in nomination for election to the Board by giving written notice to the President or Secretary of the Association. Notice of self-nomination must be received prior to the deadline for nominations.

5.5 Deadline for Nominations. The deadline for nominations shall be set by the Board and shall be not less than five (5) and not more than forty-five (45) days prior to the date of the mailing or delivery of ballots for any election of directors. All nominations, whether by a Nominating Committee or by self-nomination, must be received prior to the deadline for nominations.

5.6 Publication of Deadline for Nominations. The date and time of the deadline for nominations shall be published at least fifteen (15) days in advance of the deadline in an Association newsletter, or if there is no such newsletter, notice shall be given in one (1) or more of the following manners: (i) by posting a notice in one (1) or more prominent places within the Project, (ii) by mailing or delivering a notice to each Unit, or (iii) by other means reasonably designed to provide actual notice to the Members.

5.7 Election by Acclamation. If, as of the published deadline for nominations, the number of qualified candidates nominated is not more than the number of directors to be elected, then the individuals nominated and qualified to be elected shall, unless election by acclamation is prohibited by law, be declared elected and shall take office at the first Board meeting following the deadline for nominations or, if later and an annual meeting is held, then at the first Board

meeting after the annual meeting. Written notice of the election by acclamation shall be given to the Members.

- 5.8 Notice of Known Candidate Names. The names of all persons known by the Board to be qualified candidates for election to the Board as of the published deadline for nominations shall be set forth on the ballot for election of directors.
- 5.9 Voting for Directors; No Cumulative Voting; No Write-ins. In all elections of directors, every Member in Good Standing may cast, in respect to each position on the Board to be filled, one (1) vote for each Unit owned. The persons receiving the largest number of votes shall be elected. Cumulative voting (i.e., giving more than one (1) vote to any candidate) shall not be permitted. Voting for write-in candidates (that is, voting for any person not nominated prior to the deadline for nominations) is not permitted.
- 5.10 Tied Votes. In the case of a tied vote for one (1) or more positions on the Board, a runoff election shall be conducted to determine the winner or winners.
- 5.11 Election and Term of Office. In the annual election of directors, the Members shall, in alternate years, elect three (3) directors and two (2) directors, respectively, for terms of two (2) years each. Each director shall serve until the expiration of his or her term and thereafter until a successor is elected, or until the earlier disqualification, death, resignation, or removal of such director.
- 5.12 Removal of Directors by the Members. Consistent with *Corporations Code* section 7222, any director may be removed from the Board, with or without cause, by the vote of a Majority of a Quorum of the Members.
- 5.13 Reduction of Number of Directors. Any reduction of the authorized number of directors shall be subject to the provisions of *Corporations Code* section 7222(c).
- 5.14 Vacancies, Resignation, Disqualification of Directors. A vacancy shall exist on the Board (i) in the event of the death, resignation, or removal (by the Members) of any director, (ii) in the event of a declaration of a vacancy by the Board as provided below in this Section 5.14, (iii) if the authorized number of directors is increased, or (iv) if the Members fail to elect the full authorized number of directors.
- 5.14.1 Resignation. Any director may resign by giving written notice to the Board. The resignation shall be effective on the date specified in the notice. Unless otherwise provided in the notice, the acceptance of a resignation shall not be necessary to make it effective.

- 5.14.2 Disqualification of a Director. As provided in *Corporations Code* section 7221(b), the Board of Directors, by a majority vote of the directors who meet all of the qualifications for directors as set forth in Section 5.3 ("Qualification of Directors"), may declare vacant the office of any director who fails or ceases to meet any required qualification that was in effect at the beginning of that director's current term of office.
- 5.14.3 Failure to Perform Duties. Pursuant to *Corporations Code* section 7221(a), the Board, by vote of a majority of a quorum, may declare vacant the office of any director who: (i) fails within sixty (60) days after receiving notice of election to accept office, either in writing or by attending a meeting of the Board as a director, or (ii) is absent from three (3) consecutive meetings of the Board.
- 5.15 Filling Vacancies.
- 5.15.1 Removal by Members. Pursuant to *Corporations Code* section 7224, vacancies on the Board created by the removal of a director by the Members shall be filled by approval of the Members. A director elected by the Members to fill such a vacancy shall serve the remainder of the term of office of the director whom he or she replaces.
- 5.15.2 Other Vacancies. Any vacancy occurring on the Board of Directors, except a vacancy created by the removal of a director by the Members, may be filled (i) by approval of the Board of Directors, or (ii) by a sole remaining director. If the Board accepts the resignation of a director tendered to take effect at a future time, the Board, including the resigning director, may choose or, if the Board fails to act, the Members may elect, a successor to take office when the resignation becomes effective. The Members may elect a director at any time to fill any vacancy not filled by the directors. A director chosen by the Board in accordance with this Section 5.15 to fill a vacancy shall serve the remainder of the term of office of the director whom he or she replaces.
- 5.16 Removal of Entire Board; Replacement Directors. In the case of a vote by the Members to remove the entire Board of Directors, the incumbent directors shall not be removed from office unless and until one (1) or more replacement directors have been elected by the Members. If, in such election, the Members fail to elect the full number of replacement directors, the vacancies then existing on the Board may be filled by the elected replacement directors pursuant to clause (i) or clause (ii) of Section 5.15 ("Filling Vacancies"). All of the directors replacing those removed by the Members shall serve until the next annual

election of directors at which time: (i) five (5) directors shall be elected and the three (3) directors who receive the largest number of votes shall serve a two-year term and the other two (2) director(s) shall serve a one-year term, in order to create staggered terms of office; or (ii) alternatively, if the number of qualified candidates for the next annual election is less than or equal to five (5), the directors shall be elected by acclamation pursuant to Section 5.7 ("Election by Acclamation") and shall draw lots to determine one-year or two-year terms to create staggered terms of office.

- 5.17 Directors' Conflict of Interest. As provided in *Civil Code* section 5350, no director or member of a committee shall be permitted to vote on matters of (i) discipline of the director or committee member, (ii) an assessment against the director or committee member for damage to the common area or facilities, (iii) a request, by the director or committee member, for a payment plan for overdue assessments, (iv) a decision whether to foreclose on a lien on the separate interest of the director or committee member, (v) review of a proposed physical change to the separate interest of the director or committee member, and (vi) a grant of Exclusive Use Common Area to the director or committee member. The provision of the *Corporations Code*, at sections 7233 and 7234, shall apply to any contract or other transaction authorized, approved, or ratified by the Board or a committee of the Board.
- 5.18 No Compensation of Directors. No director shall receive compensation for any service he or she may render to the Association as a director. However, upon approval by the Board, any director may be reimbursed for his or her expenses actually incurred in the performance of his or her duties.
- 5.19 Directors' Standard of Care. As provided in *Corporations Code* section 7231, a director shall perform the duties of a director, including duties as a member of any Committee of the Board upon which the director may serve, in good faith, in a manner such director believes to be in the best interests of the corporation and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.
- 5.20 Limitation of Liability of Officers and Directors. No director, officer, committee member, employee, or other agent of the Association shall be liable to any Owner or any other person or entity, including the Association, for any damage, loss, or prejudice suffered or claimed on account of any act, omission, error, or negligence of any such person if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Association.

ARTICLE 6 MEETINGS OF DIRECTORS

- 6.1 Definition of Meeting of the Board. As defined in *Civil Code* section 4090, a "meeting" of the Board shall mean either: (a) a congregation, at the same time and place, of a sufficient number of directors to establish a quorum of the Board, to hear, discuss, or deliberate upon any item of business that is within the authority of the Board or (b) a teleconference, where a sufficient number of directors to establish a quorum of the Board, in different locations, are connected by electronic means, through audio or video or both. The foregoing includes executive session meetings of the Board.
- 6.2 Teleconference Meetings. A teleconference meeting shall be conducted in a manner that protects the rights of Members of the Association and otherwise complies with the requirements of the Davis-Stirling Common Interest Development Act (*Civil Code* section 4000 and following). Except for a meeting that will be held solely in executive session, the notice of the teleconference meeting shall identify at least one (1) physical location so that Members of the Association may attend, and at least one (1) director or a person designated by the Board shall be present at the location. Participation by directors in a teleconference meeting constitutes presence at that meeting as long as all directors participating are able to hear one another, as well as Members of the Association speaking on matters before the Board.
- 6.3 Organizational Meeting. As soon as possible, but in any event within thirty (30) days, after each annual election of directors, the Board of Directors shall hold a meeting for the purpose of organization, appointment of officers, and transaction of other business, as appropriate.
- 6.4 Regular Meetings of the Board. Regular meetings of the Board shall be held monthly upon proper notice which conforms to the provisions of Section 6.7 ("Notice to Directors") and Section 6.8 ("Notice to Members; Agenda"), at the place, day, and time set forth in such notice. In the event the Board should determine that the business to be transacted by the Board does not reasonably justify monthly meetings, then regular meetings of the Board shall be held at such intervals as the Board may determine, but not less frequently than once every three (3) months.
- 6.5 Special Meetings of the Board. Special meetings of the Board shall be held when called by the President of the Association or by any two (2) directors.
- 6.6 Emergency Meetings of the Board. As provided in *Civil Code* section 4923, emergency meetings of the Board may be called by the President or by any two (2) directors other than the President, if there are circumstances that could not have been reasonably foreseen which require immediate attention and possible

action by the Board, and which of necessity make it impracticable to provide the notice required by *Civil Code* section 4920.

- 6.7 Notice to Directors. Regular meetings of the Board may be held, without further notice to the Board, at a place within or reasonably convenient to the Project and on a day and time fixed by resolution by the Board. If not fixed by resolution of the Board, notice of each meeting of the Board shall be communicated to the directors not less than four (4) days prior to a regular meeting, and not less than forty-eight (48) hours prior to a special meeting; provided that shorter notice may be given in the case of a bona fide emergency; and *provided, further*, that notice of a meeting need not be given to any director who signed a waiver of notice or a written consent to holding the meeting, whether before or after the meeting.
- 6.8 Notice to Members; Agenda. To the extent required pursuant to *Civil Code* section 4920, except for bona fide emergency meetings (whether open meeting or executive session), prior written notice of the day, time, and place of each meeting of the Board of Directors shall be given to all Members. The notice shall contain the agenda for the meeting, subject to the provisions of *Civil Code* section 4930.
- 6.8.1 Timing of Notice to Members. Notice of open Board meetings shall be given at least four (4) days before the meeting. Notice of a Board meeting that is held exclusively in executive session shall be given at least two (2) days before the meeting.
- 6.8.2 Delivery of Notice to Members. The notice to the Members shall be given by General Delivery in accordance with *Civil Code* section 4045.
- 6.9 Open Meeting. To the extent required pursuant to *Civil Code* section 4925(a), regular and special meetings of the Board of Directors shall be open to all Members of the Association, except when the Board meets in executive session. Pursuant to *Civil Code* section 4925(b), a reasonable time limit for all Members to speak to the Board shall be established by the Board; however, the right to speak to the Board shall not entitle any Member to participate in the Board's deliberations on any matters unless requested to do so by the Board.
- 6.10 Executive Session. To the fullest extent permitted by law, including *Civil Code* section 4935, the Board may meet in executive session to confer with legal counsel or to discuss and/or vote upon personnel matters, Member discipline, litigation in which the Association is or may become involved, matters that relate to the formation of contracts between the Association and others, and for the purpose of meeting with a Member, upon such Member's request, regarding the Member's payment of Assessments. In any matter relating to the discipline of a Member, the Board shall meet in executive session if requested to do so by that

Member, and that Member and any other person(s) whose participation is, in the judgment of the Board, necessary or appropriate, shall be entitled to attend the executive session; *provided, however*, that (i) to the extent required by *Civil Code* section 5673 a decision by the Board to record a lien for delinquent Assessments shall be made at an open meeting of the Board, and (ii) to the extent required by *Civil Code* section 5705(c) a vote of the Board to initiate foreclosure of a lien for delinquent Assessment shall be taken in executive session but shall be recorded in the minutes of the next following open meeting of the Board. There shall be no requirement that the Board convene an open meeting in order to meet in executive session.

- 6.11 Board's Action by Unanimous Written Consent. To the extent provided in *Civil Code* section 4910, the Board may not take action by unanimous written consent without a meeting except in case of emergency and then only by electronic transmission, including email as provided in *Civil Code* section 4910(b)(2). Any such written consents shall be filed with the minutes of the proceedings of the Board.
- 6.12 Quorum for Board's Action. A majority of the number of directors then in office (but not less than two) shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly-held meeting at which a quorum is present shall be regarded as the act of the Board. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by a majority of the required quorum for that meeting.
- 6.13 Voting by Directors. Pursuant to *Corporations Code* section 7211(c), each director shall be entitled to one (1) vote and a director may not vote by proxy or otherwise delegate his or her right to vote on any matter before the Board.
- 6.14 Minutes of Meetings of Directors. To the extent required by *Civil Code* section 4950(a), within thirty (30) days after the date of any meeting of the Board, the Board shall make available to the Members either (i) the minutes of that meeting as adopted by the Board, (ii) if the minutes have not yet been adopted by the Board, the minutes as proposed for adoption which shall be marked to indicate draft status, or (iii) a summary of the minutes. To the extent required by *Civil Code* section 4935(e), any matter discussed in an executive session shall be generally noted in the minutes of the Board and minutes of executive sessions shall not otherwise be required. Copies of the minutes, proposed minutes, or summary of minutes shall be provided to any Member of the Association upon request and upon reimbursement of the Association's costs in providing such copies.

ARTICLE 7 DUTIES OF THE BOARD OF DIRECTORS

The Board shall be ultimately responsible for the management and conduct of the affairs of the Association. Without limiting the generality of the foregoing, the specific duties of the Board shall include the following:

- 7.1 Supervision. The Board shall supervise all officers, agents, and employees of the Association, if any, and see that their duties are properly performed.
- 7.2 Records and Minutes. The Board shall cause to be kept a complete record of all its acts and the corporate affairs, including an accurate and current record of the Members setting forth their names and addresses, adequate and correct books and records of account, and minutes of the proceedings of the Members, the Board, Committees of the Board, and any other committee appointed by the Board having decision-making authority.
- 7.3 Maintain Insurance. The Board shall procure and maintain adequate casualty, liability and other insurance as the Board shall determine consistent with the provisions of Article 10 of the Declaration ("Insurance").
- 7.4 Enforcement of Governing Documents. The Board shall enforce the Governing Documents on its own initiative or upon receipt of written complaint from an Owner or a Resident, in accordance with the procedures set forth in Article 14 of the Declaration ("Enforcement; Notice; Hearings").
- 7.5 Annual Budget Report. In accordance with *Civil Code* section 5300(a), the Association shall distribute an annual budget report, not less than thirty (30) days and not more than ninety (90) days prior to the end of the Association's fiscal year. The annual budget report shall conform to the requirements of *Civil Code* section 5300(b) and (e) and section 5550 concerning the following and any other matters as may be required by law:
 - 7.5.1 Pro Forma Operating Budget. A "pro forma operating budget" showing the estimated revenue and expenses on an accrual basis;
 - 7.5.2 Reserves Summary. A summary of the Association's reserves, prepared in accordance with *Civil Code* section 5565;
 - 7.5.3 Reserves Funding Plan. A summary of the reserve funding plan adopted by the Board in accordance with *Civil Code* section 5550(b)(5). The summary shall include notice to Members that the full reserve study is available on request, and the Association shall provide the full reserve funding plan to any Member upon request;

- 7.5.4 Statement of Deferred Repairs. A statement as to whether the Board has determined to defer repairs or replacement of any major component with a remaining life of thirty (30) years or less, including a justification for decision not to make repairs or replacement;
- 7.5.5 Statement of Anticipated Special Assessments. A statement, consistent with the reserves funding plan, as to whether the Board has determined that one (1) or more special assessments will be required to repair, replace or restore any major component or to provide for adequate reserves for such repair, replacement or restoration. The statement shall set out the estimated amount, commencement date and duration of the assessment, if anticipated;
- 7.5.6 Statement of Reserve Calculations. A general statement addressing the procedures used for the calculation and establishment of those reserves to defray the future repair, replacement, or additions to those major components that the Association is obligated to maintain. The statement shall include, but need not be limited to, reserve calculations made using the formula described in *Civil Code* section 5570(b)(4), and may not assume a rate of return on cash reserves in excess of two percent (2%) above the discount rate published by the Federal Reserve Bank of San Francisco at the time the calculation was made;
- 7.5.7 Statement of Outstanding Loans. A statement as to whether the Association has any outstanding loans with an original term of more than one (1) year, including the payee, interest rate, amount outstanding, annual payment, and when the loan is scheduled to be retired;
- 7.5.8 Summary of Association's Insurance Policies. A summary of the Association's property, general liability, earthquake, flood, and fidelity insurance policies; and for each policy, the summary shall include the name of the insurer, the type of insurance, the policy limit, and the amount of the deductible, if any. To the extent that any of the required information is specified in the insurance policy declaration page, the Association may meet its obligation to disclose that information by making copies of that page and distributing it with the annual budget report. The summary distributed pursuant to this paragraph shall contain, in at least 10-point boldface type, the following statement:

"This summary of the association's policies of insurance provides only certain information, as required by Section 5300 of the *Civil Code*, and should not be considered a substitute for the complete policy terms and conditions contained in the actual policies of insurance. Any

association member may, upon request and provision of reasonable notice, review the Association's insurance policies and, upon request and payment of reasonable duplication charges, obtain copies of those policies. Although the association maintains the policies of insurance specified in this summary, the association's policies of insurance may not cover your property, including personal property or real property improvements to or around your dwelling, or personal injuries or other losses that occur within or around your dwelling. Even if a loss is covered, you may nevertheless be responsible for paying all or a portion of any deductible that applies. Association members should consult with their individual insurance broker or agent for appropriate additional coverage."

- 7.6 Notice of Certain Changes in Insurance. In accordance with *Civil Code* section 5810, as soon as reasonably practicable, the Association shall provide Individual Notice, to all Members if any of the policies described in Section 7.5.8 ("Summary of Association's Insurance Policies") have lapsed or been canceled, and are not immediately renewed, restored, or replaced, or if there is a significant change, such as a reduction in coverage or limits or an increase in the deductible for any of those policies. If the Association receives any notice of non-renewal of a policy described in Section 7.5.8 and replacement coverage will not be in effect by the date the existing coverage will lapse, the Association shall immediately provide Individual Notice thereof to the Members.
- 7.7 Annual Policy Statement; Notifications to Members. In accordance with *Civil Code* section 5310(a)(1) through (12), not less than thirty (30) days and not more than ninety (90) days before the end of the fiscal year, the Board shall distribute to the Members an Annual Policy Statement which shall include all of the following:
- 7.7.1 Official Communications to Association. A statement notifying the Members of the name and address of the person designated to receive official communications to the Association, in the manner prescribed by *Civil Code* section 4035;
- 7.7.2 Secondary Address for Certain Notices. A statement notifying the Members of an Owner's right to submit to the Association, in accordance with *Civil Code* section 5260(b), a request to have notices sent to up to two (2) different addresses pursuant to *Civil Code* section 4040(b) (concerning annual reports, enforcement of delinquent Assessments, sale by trustee);

- 7.7.3 Location Designated for Posting General Notices. A statement notifying the Members of the location, if any, designated for posting General Notice, pursuant to *Civil Code* section 4045(a)(3);
- 7.7.4 Option to Receive General Notices by Individual Delivery. A statement notifying the Members of their option to receive General Notices by Individual Delivery in accordance with *Civil Code* section 4950(b);
- 7.7.5 Notice of Members' Right to Receive Meeting Minutes. A statement notifying the Members of their right to receive meeting minutes in accordance with *Civil Code* section 4950(b);
- 7.7.6 Notice of Assessment Collection Policy. A statement describing the Regular Assessment and any Special Assessment levied against a Lot for that fiscal year and the Association's collection policies as required by *Civil Code* section 5730;
- 7.7.7 Notice Regarding Liens and Foreclosure. The statement required by *Civil Code* section 5730(a) printed in at least 12-point type;
- 7.7.8 Notice of Discipline Policy. A statement describing the Association's discipline policy, if any, including any schedule of penalties for violations of the governing documents pursuant to *Civil Code* section 5850;
- 7.7.9 Notice of Dispute Resolution Procedures. A summary of the statutory provisions relating to employing internal dispute resolution procedures and alternative dispute resolution procedures in certain matters related to enforcement of the Governing Documents which specifically references *Civil Code* sections 5920 and 5965. The summary of the Association's internal dispute resolution procedure may consist of a copy of Section 14.9 of the Declaration ("Investigation of Complaints") through Section 14.16 of the Declaration ("Internal Dispute Resolution"). The summary of the statutory provisions relating to employing alternative dispute resolution procedures in certain matters related to enforcement of the governing documents may consist of a copy of Section 14.17 of the Declaration ("Alternative Dispute Resolution Before Initiating Lawsuit") through Section 14.19 of the Declaration ("Costs and Attorney Fees");
- 7.7.10 Notice of Required Architectural Approval. A notice of the requirement for Association approval of physical changes to property, as required by *Civil Code* section 4765 describing the types of changes that require Association approval and including a copy of the procedure for

review and approval or disapproval which may consist of a copy of Article 7 of the Declaration ("Architectural Approval") and a copy of the Architectural Rules, if any;

- 7.7.11 Mailing Address for Overnight Payment of Assessments. A statement notifying the Members of the mailing address for overnight payment of assessment in accordance with *Civil Code* section 5655(c); and
- 7.7.12 Other Required Information. A statement notifying the Members of other information required by law, or by the governing documents, or that the Board determines in its sole judgment to be appropriate for inclusion in the Annual Policy Statement.
- 7.8 Items Specified in Civil Code section 4525(a). To the extent required by *Civil Code* section 4530(a), the Board shall provide or cause to be provided to a requesting Owner, within ten (10) days of a written request therefor, the items specified in *Civil Code* section 4525(a), or any of them.
- 7.9 Review of Annual Financial Statement. To the extent required pursuant to *Civil Code* section 5305, for any fiscal year in which the gross income to the Association exceeds Seventy-Five Thousand Dollars (\$75,000.00), the Board shall obtain a review of the financial statements of the Association prepared in accordance with generally accepted accounting principles by a licensee of the California State Board of Accountancy and shall distribute it to all Members of the Association within one hundred twenty (120) days after the close of such fiscal year by Individual Delivery; *provided, however*, that if audited financial statements are required pursuant to Section 12.15 of the Declaration ("Audited Financial Statements"), audited financial statements shall be obtained.
- 7.10 Quarterly Review of Accounts. The Board shall review the Association's operating and reserve accounts at least quarterly in accordance with the minimum requirements set forth in *Civil Code* section 5500, as follows:
- (a) Review a current reconciliation of the Association's operating accounts on at least a quarterly basis;
 - (b) Review a current reconciliation of the Association's reserve accounts on at least a quarterly basis;
 - (c) Review, on at least a quarterly basis, the current year's actual reserve revenues and expenses compared to the current year's budget;
 - (d) Review the latest account statements prepared by the financial institutions where the Association keeps its operating and reserve accounts; and

- (e) Review an income and expense statement for the Association's operating and reserve accounts on at least a quarterly basis.

As used in this Section 7.10, the term "reserve accounts" shall have the meaning set forth in *Civil Code* section 4177.

- 7.11 Biennial Notice to Secretary of State. The Board shall file with the Secretary of State the biennial (every two (2) years) statement of names of officers and of agent for service of process required pursuant to *Corporations Code* section 8210 and the statement required by *Civil Code* section 5405(a).
- 7.12 Three-year Reserve Study and Annual Review. In accordance with *Civil Code* section 5550, at least once every three (3) years, the Board shall cause a study of the reserve account requirements of the Project to be conducted, which study shall include the minimum requirements specified in *Civil Code* section 5550(b) or successor statute. The Board shall review the reserve study annually and shall consider and implement necessary adjustments to the Board's analysis of the reserve account requirements as a result of that review.
- 7.13 Prudent Management of Reserve Funds. The Board shall exercise prudent fiscal management in maintaining the integrity of the reserve account and, to the extent restricted by *Civil Code* section 5510(b), shall not expend funds designated as reserve funds for any purpose other than the maintenance, restoration, repair, or replacement of, or litigation involving the maintenance, restoration, repair, or replacement of, major components for which the Association is responsible and for which the reserve fund was established; *provided, however*, that the Board may authorize a temporary transfer of money from a reserve fund to the Association's general operating fund for the purposes and subject to *Civil Code* section 5520.

ARTICLE 8 POWERS OF THE BOARD OF DIRECTORS

The Board of Directors shall have such powers as may be provided by law or expressly set forth in the Governing Documents. Without limiting the generality of the foregoing, the Board shall have the powers specified in this Article 8, subject to any limitations or conditions as may be set forth in the Articles, the Bylaws, or the Declaration.

- 8.1 Make Contracts. The Board shall have the power to authorize any officer or officers to enter into any contract in the name of, or on behalf of, the Association. No contract with a third party to supply or furnish the Association with goods or services shall be for a term in excess of one (1) year except upon the prior

affirmative vote of a fifty-one percent (51%) of the Total Voting Power; *provided, however*, that the foregoing shall not apply to:

- (a) A contract with a public utility company, if the rates charged for the materials or services to be furnished are regulated by the California Public Utilities Commission, the term of which contract shall not exceed the shortest term for which the supplier will contract at the regulated rate;
- (b) Prepaid casualty and/or liability insurance policies not to exceed three (3) years' duration, which policy or policies shall permit short rate cancellation by the insured;
- (c) Lease agreements for laundry fixtures and equipment not to exceed five (5) years' duration.

8.2 Consult Professional Advisors. The Board shall have the power to consult with, seek the advice of, and reasonably rely on the advice of attorneys, accountants, and other professionals in carrying out the Board's authority and responsibility under the Governing Documents and the law, and to pay for such professional services.

8.3 Hire a Manager and Others. The Board shall have the power to engage the services of a manager or management company as either an employee or an independent contractor, and engage such other employees or independent contractors as the Board may deem necessary, and to prescribe their duties. Management contracts are subject to the limitations described in Section 12.10 of the Declaration ("Management Contracts; Professional Management").

8.4 Adopt and Enforce Rules. Subject to applicable law, including *Civil Code* sections 4340 through 4370 (regarding procedures for adopting or changing certain rules), the Board shall have the power to adopt, publish, amend, repeal, and enforce Rules.

8.5 Collect Assessments by Foreclosure and/or Legal Action. As addressed in the Declaration, the Board shall have the power to collect Assessments levied by the Association by foreclosing the lien against any property for which Assessments are not paid as required by the Declaration and/or by bringing an action at law against the Owner personally obligated to pay the same.

8.6 Impose Sanctions. Upon an explicit finding and for reasons specified by the Board following a hearing conducted in accordance with Article 14 of the Declaration ("Enforcement; Notice; Hearings"), the Board shall have the power to impose sanctions on a Member who is in default in the payment of any Assessment or other charge levied by the Board or is found to be in violation of

any provision of the Governing Documents. Sanctions may include loss of good standing, suspension of other rights, and/or monetary penalties (fines), as described in Section 14.8 of the Declaration ("Imposing Sanctions").

- 8.7 Pay Property Taxes. The Board shall have the power to pay all real property taxes and assessments levied upon any property within the Project to the extent not separately assessed to the Owners. Provided that any such taxes are paid or that a bond insuring the payment is posted, such taxes and assessments may be contested or compromised by the Association prior to the sale or other disposition of any property to satisfy the payment of such taxes.
- 8.8 Deal with Association's Property; Certain Limitations. The Board shall have the power to acquire and deal with real and personal property of the Association, subject to any applicable limitations set forth in the Governing Documents, including Section 3.10 of the Declaration ("New Capital Improvements"), and Section 3.11 of the Declaration ("Sale of Association's Property").
- 8.9 Open Bank Accounts; Borrow. The Board shall have the power to open bank accounts, designate signatories upon such bank accounts (subject to the requirements of Section 10.4 ("Checks, Drafts, and Evidences of Indebtedness") concerning withdrawal of reserve account funds), and borrow money on behalf of the Association, subject to any applicable provisions of Section 3.10 of the Declaration ("New Capital Improvements"), and Section 3.11 of the Declaration ("Sale of Association's Property").
- 8.10 Pledge Assessments As Security. The Board shall have the power to assign or pledge Assessments of the Association as security for a loan, provided that such assignment or pledge is made to a financial institution or lender chartered or licensed under federal or state law to the extent required by *Civil Code* section 5735; and *provided, further*, that approval of the Members shall be required if such assignment or pledge is in conjunction with an increase in the Regular Assessment or the imposition of a Special Assessment that by law requires approval of the Members, and such Member approval shall be the same as the Member approval required for such increase in the Regular Assessment or imposition of a Special Assessment.
- 8.11 Invest Reserve Funds. The Board shall have the power to manage and invest Association reserve funds in prudent investments, provided it does so in a prudent manner designed to achieve the primary objective of preserving principal while realizing a reasonable return and to assure the availability of funds as they are needed based upon the Board's most recent review of the reserve fund study obtained by the Board as required in Section 7.12 ("Three-year Reserve Study and Annual Review") and applicable law.

- 8.12 Indemnify Agents. To the extent provided in *Corporations Code* section 7237, the Board on behalf of the Association shall have the power to and shall indemnify and hold harmless, to the maximum extent permitted by California law, each person who is or at any time was a director, officer, employee, or agent of the Association, or member of any committee appointed by the Board from and against any and all claims, liabilities, expenses, judgments, fines, settlements, and other amounts, as those terms are defined by California law, actually and reasonably incurred by any such person, and to which any such person shall become subject by reason of his or her being a director, officer, employee, or agent of the Association, or member of any committee appointed by the Board.
- 8.13 Appoint Committees. The Board may appoint an Architectural Committee, as provided in the Declaration, and a Nominating Committee, as provided in these Bylaws and may appoint such other committees as it deems appropriate in carrying out the powers and purposes of the Association except that the Board may not delegate its authority to hold hearings or impose sanctions. Any "Committee of the Board" (that is, a committee consisting only of directors, as referred to in *Corporations Code* section 7212) shall consist of at least two (2) directors and shall have such powers and duties as the Board shall determine, subject to the limitations of *Corporations Code* section 7212. As provided in *Corporations Code* section 7212(b), a committee exercising the authority of the Board shall not include as members any persons who are not directors. All committees and committee members shall serve at the pleasure of the Board.
- 8.14 Other Powers and Duties. The Board shall have the power to exercise for the Association all powers, duties, and authority vested in or delegated to the Association and not reserved to the Members by other provisions of the Governing Documents, and undertake any action on behalf of the Association as the Board shall deem necessary or proper in furtherance of the purposes and powers of the Association and/or the interests of the Association and its Members.

ARTICLE 9 OFFICERS AND THEIR DUTIES

- 9.1 Enumeration of Principal Officers. The principal officers of this Association shall be a President, a Vice-President, a Secretary, and a Treasurer, who shall at all times be members of the Board of Directors. The Board may, from time to time, by resolution appoint other officers as the Board may determine, as provided in Section 9.4 ("Special Appointments").
- 9.2 Appointment of Principal Officers. The appointment of the principal officers shall take place at the first meeting of the Board following each annual election of directors.

- 9.3 Term. The principal officers of this Association shall be appointed annually by the Board, and each shall hold office for one (1) year, unless he or she shall sooner resign, be removed by the Board, or otherwise be disqualified to serve.
- 9.4 Special Appointments. The Board may appoint such other officers as the affairs of the Association may require (for example, one (1) or more assistant vice presidents or assistant secretaries or assistant treasurers), each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine. Officers appointed pursuant to this Section 9.4 need not be members of the Board or Members of the Association.
- 9.5 Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.
- 9.6 Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces, subject to the Board's right to remove an officer.
- 9.7 Multiple Offices. One (1) person may hold two (2) or more offices except that neither the Secretary or any assistant secretary nor the Treasurer or any assistant treasurer may serve concurrently as President. This provision is intended to prohibit a single individual from having apparent authority to bind the Association by virtue of holding both offices, pursuant to *Corporations Code* section 7214.
- 9.8 Authority to Bind Association. Unless expressly authorized by resolution of the Board, no officer shall have any power or authority to bind the Association or to render the Association liable for any purpose or on any account.
- 9.9 No Compensation of Officers. No officer shall receive compensation for any service he or she may render to the Association as an officer. However, upon approval by the Board, any officer may be reimbursed for his or her expenses actually incurred in the performance of his or her duties.
- 9.10 President. The President shall be the chief executive officer of the Association and shall, subject to control of the Board of Directors, have general supervision, direction, and control of the affairs of the Association and of the other officers and the employees and agents of the Association. The President shall preside at all meetings of the Members and at all meetings of the Board, shall have the

general powers and duties of management usually vested in the office of the President of an Association, and shall have such other powers and duties as may be prescribed by the Board of Directors and the Bylaws, subject, however, to any limitations contained in the Declaration.

- 9.11 Vice-President. In the absence or disability of the President, the Vice-President shall perform all the duties of the President and, when so acting, shall have all of the powers of, and be subject to all of the restrictions upon, the President including the restriction on holding multiple offices as set forth in Section 9.7 ("Multiple Offices"). The Vice-President shall have such other powers and perform such other duties as, from time to time, may be prescribed by the Board of Directors. In the absence or disability of both the President and the Vice-President, or if there is not a Vice President in office, the Board shall designate another director to preside at a meeting of the Board or of the Members.
- 9.12 Secretary. The Secretary shall keep or cause to be kept, at the principal office or such other place as the Board of Directors may prescribe, a book of minutes of all meetings of directors and Committees of the Board, all meetings of any other committee appointed by the Board that has decision-making authority, and all meetings and votes of Members. The Secretary shall give, or cause to be given, notice of all meetings of the Members and of the Board of Directors required by the Bylaws or by law to be given and shall maintain a proper record of the giving of such notice; shall keep or cause to be kept in safe custody the books, records, and documents of the Association; and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or the Bylaws.
- 9.13 Treasurer. The Treasurer shall be responsible for the receipt and deposit in appropriate accounts of all monies of the Association and shall cause disbursement of such funds as directed by resolution of the Board of Directors; may sign all checks and promissory notes of the Association; shall keep or cause to be kept proper books of account; shall cause an annual review (or, if required by Section 12.15 of the Declaration ("Audited Financial Statements"), an audit) of the Association's books and financial statements to be made by a public accountant at the completion of any fiscal year for which such review is required by law or as determined by the Board; shall assist the Board in preparation of an annual budget and a statement of income and expenditures to be presented to the Members of the Association as provided by law; and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors.

ARTICLE 10 MINUTES; BOOKS AND RECORDS; FUNDS

- 10.1 Minutes of Meetings. To the extent required by *Corporations Code* section 8320(a)(2), the Association shall keep minutes of meetings and proceedings of the Members (including membership votes), meetings of the Board and Committees of the Board, and meetings of any other committee appointed by the Board that has decision-making authority. As provided in Section 6.14 ("Minutes of Meetings of Directors"), any matter discussed in executive session shall be generally noted in the minutes of the next following open meeting of the Board, and minutes of executive sessions shall not otherwise be required. Minutes shall set forth the time and place of holding of such meetings; whether regular or special, and if special, how authorized; what notice was given; the names of those present at meetings of the directors or of any Committee of the Board or of any other committee appointed by the Board that has decision-making authority; the number of votes cast in any vote or election of the membership (or, if applicable, the number of memberships and votes present at Member meetings); and all the proceedings thereof.
- 10.2 Member Access to Minutes, Books, and Records. To the extent required by *Civil Code* sections 5205 and 5210, and subject to a requesting Member's compliance with all applicable prerequisites and any applicable limitations (including but not limited to *Corporations Code* section 8332 concerning protection of constitutional rights of other Members, *Corporations Code* section 8338 concerning use of memberships lists, and *Civil Code* section 5215 concerning withholding or redacting certain records), the Association shall make available for inspection and copying by any Member "Association records" and "enhanced Association records" (as defined in *Civil Code* section 5200) maintained by the Association. This provision does not require the Association to create or maintain any records not otherwise required by law to be maintained. The Board may adopt and publish reasonable rules and regulations establishing procedures relating to a Member's inspection and obtaining copies of Association records, consistent with the provisions of *Civil Code* section 5205.
- 10.3 Directors' Inspection Rights. As provided in *Corporations Code* section 8334, every director shall have the right at any reasonable time to inspect and copy all books, records, and documents and to inspect the physical properties of the Association.
- 10.4 Checks, Drafts, and Evidences of Indebtedness.
- 10.4.1 Operational Expenditures. All checks, drafts, or other orders for payment of money, or notes or other evidences of indebtedness issued in the name of the Association for operational expenditures shall be

signed by two (2) persons, both of whom are a director and in the manner specified by resolution of the Board of Directors.

10.4.2 Reserve Expenditures. In accordance with *Civil Code* section 5510(a), the withdrawal of funds from the Association's reserve account shall require the signatures of at least two (2) persons who shall be members of the Board of Directors or one (1) member of the Board of Directors and one (1) officer who is not a member of the Board of Directors.

10.5 Funds and Deposits. Any funds of the Association shall be deposited to the credit of the Association in such banks or other depositories as the Board of Directors shall, from time to time, determine.

10.6 Fiscal Year. The fiscal year of the Association shall be as determined by resolution of the Board of Directors.

ARTICLE 11 AMENDMENTS

11.1 Amendments Generally. These Bylaws may be amended by approval of the Board and the affirmative vote of a Majority of a Quorum of the Members; *provided, however*, that, upon advice of legal counsel licensed to practice law in the state of California, including the drafting by legal counsel of appropriate amendatory provisions, the Board shall have the authority without the requirement of Member approval to amend any provision of the Bylaws: (i) to resolve any conflict between the Bylaws and applicable law which may arise due to the enactment or amendment of a statute or due to a development in applicable case law or (ii) to conform the provisions of the Bylaws to changes in applicable statutory law that impose requirements that are non-discretionary.

11.2 Record of Amendments. When an amendment or a new Bylaw provision is adopted, it shall be placed in the appropriate place in the minute book of the Association together with a certificate signed by the Secretary stating the date on which it was approved by the Board and whether at a meeting or by unanimous written consent of the directors, and the date on which it was approved by the Members.

ARTICLE 12 MISCELLANEOUS

- 12.1 Conflict in Governing Documents. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.
- 12.2 Amendments to Referenced Statutes; Time for Performance. References in the Bylaws to particular statutes, including sections of the *Civil Code* or the *Corporations Code*, shall be deemed to include any successor statute and any amendments to existing or successor statutes. Whenever these Bylaws state a time for the performance of any act by the Association which by law (as it may exist from time to time) must be performed at or within a specified time, the time for the performance of such act shall be deemed to be the widest timeframe permitted under then-applicable law.


CERTIFICATE OF
AMENDMENT AND RESTATEMENT OF BYLAWS OF
EDGEWATER ISLE SOUTH CONDOMINIUM
OWNERS' ASSOCIATION

I, the undersigned, hereby certify that:

I am the Treasurer of Edgewater Isle South Condominium Owners' Association.

The foregoing Amended and Restated Bylaws of Edgewater Isle South Condominium Owners' Association were duly approved by the requisite vote of the Members of the Association.

Executed this 9 day of September, 2016.


Barbara Finnegan, Treasurer

EDGEWATER ISLE SOUTH
CONDOMINIUM OWNERS'
ASSOCIATION

Order: YLZL7HZ73
Address: 2168 Vista del Mar
Order Date: 01-23-2020
HomeWiseDocs

AMENDED AND RESTATED
BYLAWS

Edgewater Isle South Condominium Owners' Association

4528. The form for billing disclosures required by Section 4530 shall be in at least 10-point type and substantially the following form:

CHARGES FOR DOCUMENTS PROVIDED AS REQUIRED BY SECTION 4525*

The seller may, in accordance with Section 4530 of the Civil Code, provide to the prospective purchaser, at no cost, current copies of any documents specified by Section 4525 that are in the possession of the seller.

A seller may request to purchase some or all of these documents, but shall not be required to purchase ALL of the documents listed on this form.

Property Address: 2168 Vista del Mar, San Mateo, CA 94404-4020

Owner of Property: Jonathan Golden

Owner's Mailing Address: _____
(if known or different from property address)

Provider of the **Section 4525** Items:

<u>Admin Login</u>	<u>Admin Account</u>	<u>The Manor Association</u>	<u>01-30-2020</u>
Print Name	Position or Title	Association or Agent	Date Form Completed

Check or Complete Applicable Column or Columns Below:

Document	Civil Code Section Included	Fee for Document	Not Available (N/A) or Not Applicable (N/App)
Articles of Incorporation (or statement that not incorporated)	Section 4525(a)(1)	\$10.00	
CC&Rs	Section 4525(a)(1)	\$30.00	
Bylaws	Section 4525(a)(1)	\$25.00	
Operating Rules	Section 4525(a)(1)	\$50.00	
Age Restrictions, if any	Section 4525(a)(2)		N/App
Rental Restrictions, if any	Section 4525(a)(9)	\$0.00	Refer to CC&Rs
Annual Budget Report (or summary, including Reserve Study)	Sections 5300 and 4525 (a)(3)	\$50.00	
Assessment and Reserve Funding Disclosure Summary	Sections 5300 and 4525 (a)(4)		Included in Budget
Financial Statement Review	Sections 5305 and 4525(a)(3)	\$50.00	
Assessment Enforcement Policy	Sections 5310 and 4525(a)(4)		Included in Budget
Insurance Summary	Sections 5300 and 4525 (a)(3)		Included in Budget
Regular Assessment	Section 4525(a)(4)		Refer to the Demand
Special Assessment	Section 4525(a)(4)	\$0.00	Refer to the Demand
Emergency Assessment	Section 4525(a)(4)		Refer to the Demand

Edgewater Isle South Condominium Owners' Association

Document	Civil Code Section Included	Fee for Document	Not Available (N/A) or Not Applicable (N/App)
Other Unpaid Obligations of Seller	Sections 5675 and 4525(a)(4)		Refer to the Demand
Approved Changes to Assessments	Sections 5300 and 4525(a)(4), (8)		Included in Budget
Settlement Notice Regarding Common Area Defects	Sections 4525(a)(6), (7) and 6100		N/A
Preliminary List of Defects	Sections 4525(a)(6), 6000 and 6100		N/A
Notice(s) of Violations	Sections 5855 and 4525(a)(5)		Refer to the Demand
Required Statement of Fees	Section 4525	\$185.00	aka Demand
Minutes of Regular Board Meetings (conducted over the previous 12 months, if requested)	Section 4525(a)(10)	\$50.00	
Total fees for these documents:		\$ \$450.00	

*The information provided by this form may not include all fees that may be imposed before the close of escrow. Additional fees that are not related to the requirements of **Section 4525** shall be charged separately.

This address is also in the Edgewater Isle Master Association. Contact Common Interest 650-286-0292 x521.

Note: This form, California 4528, is a listing of fees for each document and is not meant to act as an invoice. Actual fees paid may vary depending on what is ordered. See the Order Summary or Order Statement for actual fees paid for this transaction.

This is the minimum document offering required to meet CA statute 4525. You may opt to acquire additional documents including, but not limited to, Meeting Minutes, Reserve Studies, Insurance Declaration Pages, and/or property inspections not mandated by law but helpful to the prospective buyer(s) and/or their agent to make a more informed decision regarding the subject property.

Please note: Other fees including, but not limited to, Transfer Fees, Capital Contributions, Collection fees, etc. may be assessed to each property and will be disclosed on the Statement of Fees (Demand), and are not included within estimated charges outlined within this form.

CC&Rs (Required Civil Code Sec. 4525)
Edgewater Isle South Condominium Owners' Association

Order: YLZL7HZ73
Address: 2168 Vista del Mar
Order Date: 01-23-2020
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If this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

Order: YLZL7HZ73
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Order Date: 01-23-2020
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Edgewater Isle South Condominium Owners Association

THE MANOR ASSOCIATION, INC.

CALIFORNIA GOV'T. CODE §12956.1 Disclosure (2019)

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**RECORDING REQUESTED BY
AND
WHEN RECORDED MAIL TO:**

**EDGEWATER ISLE SOUTH
CONDOMINIUM OWNERS'
ASSOCIATION
c/o BERDING & WEIL LLP
2175 N. California Blvd., Ste. 500
Walnut Creek, CA 94596**

2016-103722

11:42 am 10/06/16 DR Fee: 339.00

Count of Pages 109

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County of San Mateo

Mark Church

Assessor-County Clerk-Recorder



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109 p

**AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
EDGEWATER ISLE SOUTH CONDOMINIUM
OWNERS' ASSOCIATION**

NOTICE

If this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the California *Government Code*. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

**EDGEWATER ISLE SOUTH
CONDOMINIUM OWNERS'
ASSOCIATION**

**AMENDED AND RESTATED
DECLARATION**

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**AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
EDGEWATER ISLE SOUTH A CONDOMINIUM PROJECT**

This Amended and Restated Declaration of Covenants, Conditions and Restrictions is made on the date set forth at the end of this document by EDGEWATER ISLE SOUTH CONDOMINIUM OWNERS' ASSOCIATION, a California nonprofit mutual benefit corporation (referred to in this document as the "Association").

RECITALS OF BACKGROUND FACTS; DECLARATIONS

- A. The Association is the successor in interest to THE ANDEN GROUP, a California general partnership, which, as Declarant, executed that certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EDGEWATER ISLE SOUTH A CONDOMINIUM PROJECT, dated November 19, 1985, and recorded on November 27, 1985, as Instrument No. 85127921, Official Records of San Mateo County, State of California (referred to in this document as the "1985 Declaration").
- B. Amendments and declarations of annexation to the 1985 Declaration were recorded on various dates as set forth in Exhibit A. The 1985 Declaration together with all of the instruments enumerated in Exhibit A is referred to herein as the "Original Declaration."
- C. The Original Declaration establishes certain limitations, easements, covenants, restrictions, conditions, liens, and charges which run with, and are binding upon all parties having or acquiring any right, title, or interest in that certain real property located in the County of San Mateo, State of California, and more particularly described as follows:
- Lots 1, 2 and 3, inclusive, and all improvements thereon, as shown on the subdivision map entitled "Edgewater Isle Unit No. 2, Phase II" filed for record on March 25, 1985, in Volume 113 of Maps at Pages 7 and 8 in the Official Records of the County of San Mateo, State of California.
- D. THE MEMBERS, constituting at least seventy-five percent (75%) of the Members of the Association desire to amend, modify, and otherwise change the Original

EDGEWATER ISLE SOUTH
CONDOMINIUM OWNERS'
ASSOCIATION

Order: YLZL7HZ73
Address: 2168 Vista del Mar
Order Date: 01-23-2020
HomeWiseDocs

AMENDED AND RESTATED
DECLARATION

Declaration as amended pursuant to Article 10, Section 10.1 thereof, and DO HEREBY DECLARE that the Original Declaration as amended shall be, and it is hereby, AMENDED AND RESTATED IN ITS ENTIRETY as set forth in the within Amended and Restated Declaration of Covenants, Conditions and Restrictions of Edgewater Isle South a Condominium Project.

- E. IT IS FURTHER HEREBY DECLARED that all of the real property described in Recital Paragraph C, above, constitutes a condominium project within the meaning of Section 4125 of the California *Civil Code*.
- F. IT IS FURTHER HEREBY DECLARED that all of the real property described in Recital Paragraph C, above, is and shall be held, owned, operated, managed, conveyed, hypothecated, encumbered, leased, used, occupied, and improved subject to the following covenants, conditions, and restrictions set forth herein, all of which are declared and agreed to be in furtherance of a plan and purpose of protecting, preserving, and enhancing the value, desirability, and attractiveness of the said real property and every part thereof, and of fostering the development, management, improvement, enjoyment, and sale of the said real property and any part thereof.
- G. IT IS FURTHER HEREBY DECLARED that all of the covenants, conditions, and restrictions set forth herein shall constitute enforceable equitable servitudes as provided in California *Civil Code* section 5975, shall constitute covenants that shall run with the said real property, and shall be binding upon and inure to the benefit of each Owner of any portion of the said real property or the owner or holder of any interest or estate therein and their heirs, successors, and assigns.
- H. IT IS FURTHER HEREBY DECLARED that in addition to the covenants, conditions, and restrictions set forth herein, all of the real property described in Recital Paragraph C, above, is and shall be held, owned, operated, managed, conveyed, hypothecated, encumbered, leased, used, occupied, and improved subject to the provisions of (i) the Enabling Declaration Establishing a Plan for the Edgewater Isle Commercial Master Association recorded on January 4, 1984, as Document No. 84000926, in the Official Records of San Mateo County, State of California and any amendments thereto; and (ii) the Restated Declaration of Covenants, Conditions and Restrictions Edgewater Isle Master Association recorded on April 4, 2007, as Document Number 2007-055624 in the Official Records of County of San Mateo, State of California, and any amendments thereto.

ARTICLE 1 DEFINITIONS

- 1.1 Additional Charges. "Additional Charges" shall mean all costs, fees, charges, and expenditures including, but not limited to, interest, late charges, attorney fees, recording and filing fees, and all other costs actually incurred by the Association in collecting and/or enforcing payment of Assessments.
- 1.2 Architectural Committee. "Architectural Committee" shall mean the Committee, if any, appointed pursuant to Article 7 ("Architectural Approval").
- 1.3 Articles. "Articles" shall mean the Amended and Restated Articles of Incorporation of Edgewater Isle South Condominium Owners' Association, as they may be amended from time to time, and as filed with the Office of the Secretary of State of California.
- 1.4 Assessments. "Assessments" shall mean any or all of the following: Regular Assessments, Special Assessments, Reimbursement Assessments, and Enforcement Assessments.
- 1.5 Association. "Association" shall mean Edgewater Isle South Condominium Owners' Association, a California nonprofit mutual benefit corporation, its successors and assigns.
- 1.6 Board of Directors. "Board of Directors" or "Board" shall mean the governing body of the Association.
- 1.7 Bylaws. "Bylaws" shall mean the Amended and Restated Bylaws of the Association as they shall be duly adopted by the Board of Directors and the Members and any duly-adopted amendments thereof.
- 1.8 City. "City" shall mean the City of San Mateo.
- 1.9 Civil Code. "Civil Code" shall mean the California *Civil Code* as amended from time to time.
- 1.10 Commercial Master Association. "Commercial Master Association" shall mean the Edgewater Isle Commercial Master Association.
- 1.11 Commercial Master Declaration. "Commercial Master Declaration" shall mean the Enabling Declaration Establishing a Plan for the Edgewater Isle Commercial Master Association recorded on January 4, 1984, as Document No. 84000926, in the Official Records of San Mateo County, State of California and any amendments thereto.

- 1.12 Common Area. "Common Area" shall mean all of the property comprising the Project that is owned by all of the Owners in common but excluding the Units and all/any real property owned or held by the Association from time to time for the common use and enjoyment of the Owners and Residents of the Project. The Common Area includes, without limitation, open space, lagoons, bike paths, swimming pool, hot tub and equipment, solar panels providing heat to the pool; streets, mailboxes, parking, and garage areas; the building structures and improvements including the exterior stairs, and stairway landings; exterior walls and perimeter walls surrounding a Unit to the interior surface thereof, attics to the interior surface of the unfinished ceiling of the Unit, windows, and entry doors, bearing walls; decks, railings, patios, patio walls, fences, retaining walls and landscaping; irrigation systems, pipes, controls, valves and sprinkler heads; foundations, subfloors, unfinished floors, girders, beams and roofs; fireplaces, chimneys, flues and spark arrestors; all pipes, pumps, motors, ducts, flues and chutes; ventilation systems, heating and air-conditioning systems; conduits, pipes, plumbing, wires and other utility installations (except the outlets thereof when located within the Unit) required to provide power, light, water, sewerage, drainage, fire and life safety equipment serving the Project; sprinkler pipes and sprinkler heads including those that protrude into the airspace of the Unit. The Common Area comprises Lots, 1, 2 and 3 as shown on the Subdivision Map, excluding the Units. Some portions of the Common Area constitute "Exclusive Use Common Area" as defined in Section 1.22 ("Exclusive Use Common Area").
- 1.13 Condominium. "Condominium" shall mean an estate in real property as defined in *Civil Code* sections 783 and 4125, consisting of an undivided interest in all or any portion of the Common Area together with a separate fee interest in a Unit and any easements or other interests in the Project or any portion thereof appurtenant to the Unit, as are described in the Declaration, in the Condominium Plan, or in the deed conveying a Condominium.
- 1.14 Condominium Plan. "Condominium Plan" or "Plan" shall mean a plan recorded pursuant to California *Civil Code* sections 4285, 4290, 4295 with respect to the Project and any amendments thereto which identifies the Common Area and each separate interest in the Project, any of the Plans listed in Exhibit C.
- 1.15 Contract Purchaser / Contract Seller. "Contract Purchaser" and "Contract Seller" shall mean the purchaser and the seller, respectively, under an installment land contract in which title to the property is transferred after the final installment payment is made.
- 1.16 Corporations Code. "Corporations Code" shall mean the California *Corporations Code* as amended from time to time.
- 1.17 County. "County" shall mean the County of San Mateo.

- 1.18 Deck. See Section 1.22 ("Exclusive Use Common Area").
- 1.19 Declaration. "Declaration" shall mean this Amended and Restated Declaration of Covenants, Conditions and Restrictions of Edgewater Isle South Condominium Owners' Association, recorded in the Office of the County Recorder of San Mateo County, California, and any duly recorded amendments thereof.
- 1.20 Eligible Holder. See Section 12.3 ("Eligible Holder Defined").
- 1.21 Enforcement Assessment. "Enforcement Assessment" shall have the meaning set forth in Section 8.11.
- 1.22 Exclusive Use Common Area. "Exclusive Use Common Area" shall mean any portion of the Common Area the exclusive use of which is set aside, allocated, assigned, and restricted to the exclusive use or possession of the Owners and Residents of one (1) or more but less than all of the Units and which is appurtenant to a Unit or Units. An exclusive easement to such Exclusive Use Common Area may be specifically granted in each individual grant deed conveying a Unit or may be granted by this Declaration. The Exclusive Use Common Area appurtenant to each Unit consists of the following and no other portions of the Project constitute Exclusive Use Common Area:
- 1.22.1 Deck. "Deck" shall mean each Common Area space designated on the Plan by the letter "D-" followed by the number of the Unit to which it is appurtenant, including the Deck railings and walls. The perimeter and vertical boundaries of each Deck space are to the interior finished surface of the railing, the exterior finished surface of the building, the finished surface of the floor, and a plane in space at the height of the ceiling of the adjacent Unit. The approximate dimensions of each Deck space are shown on the Plan. Each Deck comprises the airspace encompassed within its boundaries and does not include the physical components enclosing that space.
- 1.22.2 Garage. "Garage" shall mean each Common Area space designated on the Plan by the letter "G-" followed by the number of the Unit to which it is appurtenant. The perimeter and vertical boundaries of each Garage space are to the interior unfinished surfaces of the doors, walls, floor, and ceiling. The approximate dimensions of each Garage are shown on the Plan. Each Garage comprises the airspace encompassed within its boundaries and the automatic garage door opening system, if any, and does not include the physical components enclosing that space other than the finishes on the surface thereof.

- 1.22.3 Patio. "Patio" shall mean each Common Area space designated on the Plan by the letter "P-" followed by the number of the Unit to which it is appurtenant. The perimeter boundaries of each Patio space are to the interior unfinished surfaces of the fences and/or railings and to the exterior finished surfaces of any Common Area walls enclosing the Patio. The vertical boundaries of each Patio are to the surface of the ground and to a horizontal plane extended from the ceiling of the Unit that adjoins the Patio. The approximate dimensions of each Patio are shown on the Plan. Each Patio comprises the airspace encompassed by its boundaries and so much of the area beneath the surface of the earth as is necessary for the cultivating, landscaping, and drainage of the Patio.
- 1.22.4 Deeded Parking Space. "Deeded Parking Space" shall mean each Common Area space designated on the Plan by the letters "PS-" followed by the number of the Unit to which it is appurtenant that has been conveyed in a deed to the Unit. The vertical boundaries of each Deeded Parking Space are to the finished surface of the pavement and curb and a plan in space seven feet (7') above the surface of the floor as shown on the Plan. The horizontal boundaries of the Deeded Parking Space are to planes in space perpendicular to the floor at the locations shown on the Plan. The approximate dimensions of each Deeded Parking Space are shown on the Plan. Each Deeded Parking Space comprises the airspace encompassed by its boundaries.
- 1.22.5 Other Exclusive Use Common Area. The following items or components designed to serve a single Unit constitute Exclusive Use Common Area appurtenant to the Unit:
- (i) exterior doors and garage doors, locks and keys for exterior doors and sliding glass doors, doorbell, and automatic garage door opener and equipment;
 - (ii) windows, window frames and hardware, window glass and glass for sliding glass doors, window screens and doors screens;
 - (iii) pursuant to *Civil Code* section 4145(c), internal and external telephone wiring designated to serve a single Unit, but located outside the boundary of such Unit internal and external telephone wiring; and

- (iv) for Units with fireplaces, the firebox, the flue damper, the fireplace flue or chimney liner, and the chimney cap or spark arrestor.

- 1.23 First Mortgage / First Mortgagee. "First Mortgage" shall mean a Mortgage that has first priority over all other Mortgages. "First Mortgagee" shall mean the beneficiary under a First Mortgage.
- 1.24 Garage. See Section 1.22 ("Exclusive Use Common Area").
- 1.25 Governing Documents. "Governing Documents" shall mean the Articles, Bylaws, Declaration, and Rules.
- 1.26 Improvements. "Improvements shall mean all buildings, facilities, streets, driveways, fences, gates, walls, and other structures and all landscaping, plantings, irrigational systems and pipes, lighting installed at or constructed upon the Project.
- 1.27 Individual Delivery / Individual Notice. "Individual Delivery" or "Individual Notice" shall mean delivery to a Member or Members by one (1) of the following methods, as provided in *Civil Code* section 4040:
 - (a) By first-class mail with postage prepaid, registered or certified mail, express mail, or overnight delivery by an express service carrier, addressed to the recipient at such recipient's address last shown on the books of the Association, or
 - (b) By email, facsimile, or other electronic means if the recipient has consented in writing to that method of delivery. The consent may be revoked, in writing, by the recipient. Delivery by electronic transmission must also comply with *Corporations Code* sections 20 and 21. Among other things, Section 20 of the *Corporations Code* requires the Association to obtain consent from the person to whom the document is transmitted to receive it by means of electronic transmission as well as other technical requirements.
- 1.28 Institutional Mortgagee. See Section 12.2 ("Institutional Mortgagee Defined").
- 1.29 Maintenance. "Maintenance" or to "maintain" (whether the term is capitalized or not) shall mean the act of caring for property and keeping it in its existing state, preserving it from failure or deterioration, including painting, caulking, cleaning, and minor, non-structural upkeep. In the case of landscaping, "maintenance" or to "maintain" shall mean regular fertilizing, irrigation, pruning, and other garden

management practices necessary to promote healthy plant growth free of weeds or dead or dying plants.

- 1.30 Master Association. "Master Association" shall mean the Edgewater Isle Master Association.
- 1.31 Master Declaration. "Master Declaration" shall mean or refer to the Restated Declaration of Covenants, Conditions and Restrictions Edgewater Isle Master Association recorded on April 4, 2007, as Document Number 2007-055624 in of the Official Records of the City and County of San Mateo, California, and any amendments thereto.
- 1.32 Member. "Member" shall mean an Owner.
- 1.33 Member in Good Standing. "Member in Good Standing" shall mean a Member of the Association who is current in the payment of all Assessments and Additional Charges imposed in accordance with the Governing Documents, and who is in compliance with all of the provisions of the Governing Documents. A Member shall be deemed to be in Good Standing unless, after notice and an opportunity for hearing, pursuant to Article 14 ("Enforcement; Notice; Hearings"), the Board has found the Member to be not in Good Standing and has so notified the Member in accordance with *Civil Code* section 5855.
- 1.34 Mortgage / Mortgagee. "Mortgage" shall mean a duly recorded deed of trust or mortgage in the conventional sense encumbering a Condominium. "Mortgagee" shall mean a beneficiary under a Mortgage and shall also include an insurer or governmental guarantor of a Mortgage including, without limitation, the Federal Housing Authority and the Department of Veterans Affairs.
- 1.35 Owner. "Owner" shall mean the record owner, whether one (1) or more persons or entities, of the fee simple title to any Condominium, including Contract Sellers but excluding Contract Purchasers, and excluding those persons having such interest merely as security for the performance of an obligation.
- 1.36 Parking Area. "Parking Area" shall mean each space shown on the Plan and designed for the parking of motor vehicles wherever located within the Project. There are Deeded Parking Spaces and visitor parking spaces in the Parking Area. The term Parking Area does not include Garages.
- 1.37 Parking Space. See Section 1.22 ("Exclusive Use Common Area").
- 1.38 Patio. See Section 1.22 ("Exclusive Use Common Area").
- 1.39 Prohibited Vehicle. See Section 5.18.1 ("Prohibited Vehicles").

- 1.40 Project. "Project" shall mean all of the real property described in this Declaration as comprising the Edgewater Isle South condominium project, including all structures and other improvements located at any time upon said real property, and such additional real property as may hereafter be brought within the jurisdiction of the Association.
- 1.41 Regular Assessment. "Regular Assessment" shall have the meaning set forth in Section 8.7.
- 1.42 Reimbursement Assessment. "Reimbursement Assessment" shall have the meaning set forth in Section 8.10.
- 1.43 Repair. "Repair" (whether the term is capitalized or not) shall mean the minor restoration of property that is torn, broken, or otherwise damaged, or has sustained wear, tear, or deterioration such that minor restoration is necessary.
- 1.44 Replacement. "Replacement" or to "replace" (whether the term is capitalized or not) shall mean substantial reconstruction, restoration, or substitution of the whole or a substantial part of property that has deteriorated or has been damaged or destroyed through usage or through hazard or catastrophe such that it is no longer useable or serviceable in its current condition. In the case of landscaping, "replacement" or to "replace" shall mean the removal and replanting of trees, shrubs, lawns, and other plants that are dead or dying or otherwise not serviceable or the substitution of plants for hardscape or substitution of hardscape for plants.
- 1.45 Resident. "Resident" shall mean any person who resides in a Unit within the Project whether or not such person is an Owner.
- 1.46 Rules. "Rules" shall mean the policies, rules, and regulations governing the administration, management, operation, use, and occupancy of the Project, including the use of the Common Area and facilities, the personal conduct of Owners and Residents, members of their household, pets, tenants, invitees, and guests within the Project, enforcement of the Governing Documents, and any other matter that is within the jurisdiction of the Association, as adopted, published, or amended by the Board from time to time and subject to applicable law including *Civil Code* section 4340 and following.
- 1.47 Special Assessment. "Special Assessment" shall have the meaning set forth in Section 8.8.
- 1.48 Subdivision Map. "Subdivision Map" shall mean that certain Map of Edgewater Isle Unit No. 2, Phase II, recorded in the Official Records of the County of San

Mateo, State of California, in Volume 113 of Maps at Pages 7 and 8 on March 25, 1985.

- 1.49 **Total Voting Power.** "Total Voting Power" shall mean the total number of votes of all Members entitled to vote at a particular time, calculated on the basis of one (1) vote for each Unit, excluding any Units as to which an Owner is not then a Member in Good Standing.
- 1.50 **Unit.** "Unit" shall mean the elements of a Condominium that are not owned in common with the Owners of other Condominiums within the Project, which Units are shown as separately designated and numbered areas on the Condominium Plan. There are one hundred (100) Units in the Project.
- 1.50.1 **Boundaries of Unit.** The boundaries of each Unit are as follows: (i) the interior *unfinished surfaces* (exclusive of floor coverings, paint, paper, wax, tile, enamel, or other finishing) of the floors and ceilings of the living space at their respective elevations as shown on the Condominium Plan; and (ii) the interior *unfinished surfaces* (exclusive of paint, paper, wax, tile, enamel, or other finishing) of its perimeter walls, bearing walls, interior stairs, fireplaces, windows and window frames, and exterior doors, door frames and trim.
- 1.50.2 **Included in Unit.** Without limiting the generality of Section 1.50.1, above, the Unit *includes* the following: (i) the finishes or coverings on the interior surfaces of the floors, stairs, walls, and ceilings; (ii) the partition (non-bearing) walls within the boundaries of the Unit; (iii) all interior doors within the boundaries of the Unit and hardware of interior doors; (iv) appliances, furnaces, and fixtures, plumbing and wiring located within the interior walls (not the perimeter walls) of the Unit, any water heater located wholly within the Unit and serving only one (1) Unit, and any air-conditioning equipment serving only one (1) Unit; (v) the firebox and flue damper; and (vi) utility outlets (only) located within the boundaries of the Unit.
- 1.50.3 **Excluded from Unit.** Without limiting the generality of Section 1.50.1, above, the Unit includes the airspace encompassed by its boundaries but *does not include* the following: (i) bearing walls, except the finished surfaces thereof inside a Unit; (ii) exterior doors, door frames, and hardware; (iii) exterior windows, window frames, and hardware; (iv) attics located above the ceiling of Unit; and (v) the fireplace flue or chimney liner, and the chimney cap or spark arrestor all of the foregoing constituting Common Area.

- 1.50.4 Existing Physical Boundaries Control. In interpreting deeds, the Declaration, and the Condominium Plan, it shall be conclusively presumed that the then existing physical boundaries of a Unit, whether as originally constructed or as reconstructed in accordance with the governing Documents, are its boundaries, rather than the metes and bounds or other description expressed in the deed, the Declaration, or the Condominium Plan, regardless of any settling or lateral movement of buildings and regardless of minor variance between the boundaries shown on the deed, in the Declaration, or in the Condominium Plan and the actual existing physical boundaries.

ARTICLE 2 HOMEOWNERS ASSOCIATION

- 2.1 Management and Operation; Bylaws. The Association is an "association" as defined in *Civil Code* section 4080 and as such shall have the power and the authority to manage and operate the Project in accordance with the Governing Documents and the provisions of applicable law. The Association shall have all of the powers set forth in the Governing Documents together with general power to do any and all things that a nonprofit mutual benefit corporation may lawfully do under the laws of the State of California, subject only to the limitations upon the exercise of such powers as are expressly set forth in the Governing Documents. Provisions concerning the operation of the Association as a nonprofit mutual benefit corporation are set forth in the Bylaws.
- 2.2 Legal Standing. To the fullest extent permitted by law, including *Civil Code* section 5980, the Association shall have standing to institute, defend, settle, or intervene in litigation, arbitration, mediation, or administrative proceedings in its own name as a real party in interest, and without joining with it the Owners, in matters pertaining to the following:
- (a) Enforcement of the Governing Documents,
 - (b) Damage to the Common Area,
 - (c) Damage to the separate interests that the Association is obligated to maintain, repair, or replace,
 - (d) Damage to a separate interest that arises out of, or is integrally related to, damage to the Common Area or separate interests that the Association is obligated to maintain, repair, or replace.
- 2.3 Membership. Every Owner of a Condominium shall be a Member of the Association, a Member of the Master Association, and a Member of the

Commercial Master Association, and shall remain a Member thereof until such time as his or her ownership of such Condominium ceases for any reason. Fee ownership of a Unit shall be the sole qualification for membership in the Associations. Membership shall be appurtenant to and may not be separated from ownership of a Condominium and shall not be transferred, encumbered, pledged, alienated, or otherwise hypothecated in any way, except in connection with the sale or encumbrance of the Condominium to which it is appurtenant.

- 2.4 Voting. Only Members in Good Standing shall be entitled to vote and only one (1) vote shall be cast for each Condominium, as more particularly set forth in the Bylaws.
- 2.5 Association Rules. Subject to applicable law including *Civil Code* section 4340 and following, regarding notice and procedures, the Board shall have the power and the authority to establish, promulgate, amend, repeal, and enforce Rules.

ARTICLE 3 PROPERTY SUBJECT TO THIS DECLARATION

- 3.1 Legal Description. The property subject to this Declaration and to the jurisdiction of the Association is described in Recital Paragraph C, above.
- 3.2 Classification of Property. The property subject to this Declaration is a condominium project. All of the property subject to the Declaration is divided into the following categories:
- (a) Common Area,
 - (b) Exclusive Use Common Area,
 - (c) Units.
- 3.3 Ownership of Condominium. Ownership of each Condominium within the Project shall include: (i) a designated Unit, (ii) the respective undivided percentage interest as tenant in common in a Common Area Lot upon which the Unit is situated as set forth in Exhibit B, (iii) a Membership in the Association, the Master Association and the Commercial Master Association, and (iv) any exclusive easements or easements appurtenant to such Unit upon the Exclusive Use Common Area and such other easements as are applicable, all as described in the Declaration, in the deed to the Unit, or in the Condominium Plan.
- 3.4 Undivided Interests Cannot Be Changed. The undivided interests in the Common Area established in the Declaration cannot be changed except with the approval of one hundred percent (100%) of the Owners or as provided in Section

11.9 ("Repair or Rebuilding After Condemnation") following condemnation of a portion of the Project.

- 3.5 No Separate Conveyance of Undivided Interests. The undivided interests in the Common Area shall not be severed or conveyed separately from the respective Units to which they are appurtenant and each such undivided interest shall in all cases be deemed to be conveyed or encumbered along with the respective Unit even though the description in the instrument of conveyance or encumbrance may refer only to the Unit. Any purported severance or separate conveyance of an undivided interest in the Common Area apart from a conveyance of the respective Unit shall, for all purposes, be null, void, and unenforceable.
- 3.6 Limitation on Partition; Power of Attorney. Except in the case of substantial damage to or destruction or obsolescence of the Project as provided in *Civil Code* section 4610, or as provided in Section 11.6 ("Sale of Entire Project"), there shall be no judicial partition of the Project or any part thereof, nor shall any Owner or any person acquiring any interest in the Project or any part of the Project seek any judicial partition thereof; *provided, however*, that if any Unit shall be owned by two (2) or more co-tenants as tenants in common or as joint tenants, nothing contained in this Declaration shall be deemed to prevent a judicial partition by sale as between such co-tenants. In the event of a judicial partition of the Project pursuant to *Civil Code* section 4610 or this Declaration, each Owner, for himself or herself and his or her successors and assigns, hereby grants to the Association an irrevocable power of attorney to sell the entire Project for the benefit of all the Owners. The power of sale shall be exercised only after recordation by the Association of a certificate which provides that the Association has the right to exercise the powers provided in this Section 3.6 and in *Civil Code* section 4610.
- 3.7 Notice of Airport in Vicinity (*Civil Code* section 4255(a)). This property is presently located in the vicinity of an airport, within what is known as an airport influence area. For that reason, the property may be subject to some of the annoyances or inconveniences associated with proximity to airport operations (for example: noise, vibration, or odors). Individual sensitivities to those annoyances can vary from person to person. You may wish to consider what airport annoyances, if any, are associated with the property before you complete your purchase and determine whether they are acceptable to you. As provided by *Civil Code* section 4255(d), the preceding statement does not constitute a title defect, lien, or encumbrance.
- 3.8 Notice of San Francisco Bay Conservation and Development Commission Jurisdiction (*Civil Code* section 4255(c)). This property is located within the jurisdiction of the San Francisco Bay Conservation and Development Commission. Use and development of the property within the commission's

jurisdiction may be subject to special regulations, restrictions, and permit requirements. You may wish to investigate and determine whether they are acceptable to you and your intended use of the property before you complete your transaction. As provided by *Civil Code* section 4255(d), the preceding statement does not constitute a title defect, lien, or encumbrance.

- 3.9 Annexation. No property shall be annexed to the Project without prior approval of a majority of the Total Voting Power of the Association as to the principal terms of such annexation, including the principal terms of any merger of the Association with one (1) or more other entities incident to such annexation.
- 3.10 New Capital Improvements. The Board of Directors shall have the power and authority to provide for the construction, installation, or acquisition of new capital improvements upon the Common Area (as distinguished from expenditures for the reconstruction or replacement of an existing capital improvement), provided that in any fiscal year expenditures for such new capital improvements shall not exceed five percent (5%) of the budgeted gross expenses of the Association for that fiscal year without the approval of a majority of the Total Voting Power of the Association.
- 3.11 Sale of Association's Property. The Board of Directors shall not in any fiscal year sell or transfer property owned by the Association having a value in excess of five percent (5%) of the budgeted gross expenses of the Association for that fiscal year without approval of a majority of the Total Voting Power of the Association.

ARTICLE 4 TAXES; MECHANIC'S LIENS; EASEMENTS

- 4.1 Unallocated Taxes. In the event that any taxes are assessed against the Common Area or against the personal property of the Association rather than against the Units, said taxes shall be included in the Regular Assessments, and if necessary a Special Assessment may be levied against the Units in an amount equal to said taxes, to be paid in two (2) installments, each due not less than thirty (30) days prior to each tax installment.
- 4.2 Mechanic's Lien Against Common Area. In the event there shall be filed against the Common Area a notice of mechanic's lien for, or purporting to be for, labor or materials alleged to have been furnished or delivered for any Owner within the Project or his or her Unit, such Owner shall forthwith cause such lien to be discharged by payment, bond, or otherwise. If the Owner fails to cause the lien to be discharged, the Board may send written notice to the Owner specifying that unless the Owner causes the lien to be discharged within five (5) days from the date of such notice, the Board may cause the lien to be discharged. Within such

five (5) day period, and notwithstanding any other provisions of the Governing Documents concerning notice or hearing, the Owner shall be permitted a hearing before the Board regarding the validity of such lien and any offsets or defenses thereto. At that time, the Board shall determine whether the lien adversely and improperly affects and encumbers the rights and interests of the Association or the other Owners. If the Board of Directors determines that the lien does adversely and improperly affect and encumber such rights and interests and that adequate protection of such rights and interests has not been provided, the Board may cause the lien to be discharged by payment, bond, or otherwise. The Board shall have the right to levy a Reimbursement Assessment against the Owner responsible for causing the lien to be discharged in an amount equal to all amounts paid by the Association together with interest thereon at the legal rate and all costs and expenses paid or incurred in connection therewith, including reasonable attorney fees.

- 4.3 Easements in General. In addition to all easements reserved and granted on the Subdivision Map(s) or the Condominium Plan, there are hereby specifically reserved and granted for the benefit of the Units and the Owners in common and for each Unit and each Owner severally, and for the Association, as their respective interests shall obtain, the easements, reciprocal negative easements, secondary easements, and rights-of-way as particularly identified in this Article 4.
- 4.4 Exclusive Use Common Area Easements. The "Exclusive Use Common Areas" are enumerated in Section 1.22. "Exclusive Use Common Areas" are subject, as the servient tenements, to exclusive easements in favor of the Units to which they are attached or assigned, as the dominant tenements, and such exclusive easements shall be appurtenant to those designated Units. An exclusive easement to such Exclusive Use Common Area may be specifically granted in each individual grant deed conveying a Unit; however, the failure of any such deed to set forth such grant of easement shall not invalidate the exclusive easement granted in this Declaration.
- 4.5 Owner's Non-exclusive Easements of Enjoyment. Every Owner of a Condominium shall have a non-exclusive easement of use of and enjoyment in, to, and throughout the Common Area of the Project; *provided, however*, such non-exclusive easements shall be subordinate to, and shall not interfere in any way with, the exclusive easements, if any, appurtenant to Units over Exclusive Use Common Area. Each such non-exclusive easement shall be appurtenant to and pass with the title to every Unit, subject to the following rights and restrictions:
- (a) The right of the Board to establish and enforce Rules governing the use of the Common Area and facilities thereon;

- (b) The right of the Board to charge reasonable admission and other fees for the use of any facilities situated upon the Common Area;
 - (c) The right of the Board to suspend an Owner's right to use the recreational facilities as provided in Section 14.8 ("Imposing Sanctions");
 - (d) The right of the Board, as set forth in Section 3.11 ("Sale of Association's Property"), to sell or transfer personal property owned by the Association;
 - (e) The right of the Board, as set forth in Section 4.9 ("Association's Utility Easements"), to grant and transfer utility easements and rights-of-way in, on, over, or under the Common Area subject to such conditions as may be agreed to by the Board;
 - (f) The right of the Board, as set forth in Section 4.10 ("Board's Power to Grant Easements and Licenses to Owners"), to grant easements, licenses, and rights-of-way upon the Common Area;
 - (g) The right of the Board, as set forth in Section 4.12 ("Board's Power to Grant Easements and Licenses to Third Parties"), to grant easements, licenses, and rights-of-way upon the Common Area; and
 - (h) The right of the Association or its authorized agents, as provided in this Declaration, to perform its obligations under this Declaration, including obligations with respect to construction, maintenance, repair, or replacement for the benefit of the Common Area or the Owners in common.
- 4.6 Owner's Easements for Maintenance of Utilities. Whenever sanitary sewer, drainage, water, electricity, gas, television receiving, telephone lines or connections, heating or air-conditioning conduits, ducts, or flues are installed within the Project, which connections or any portion thereof lie in or upon Units or Common Area owned by other than the Owner of a Unit served by said connections, the Owner of any Unit served by said connections shall have the right, and are hereby granted an easement to the full extent necessary therefor, to enter upon the Units or Common Area or to have the utility companies enter upon the Units or Common Area in or upon which said connections, or any portion thereof, lie, to repair, replace and generally maintain said connections as and when necessary.
- 4.7 Owner's Right to Full Use of Shared Services. Whenever sanitary sewer, drainage, water, electricity, gas, television receiving or telephone lines or connections, heating or air-conditioning conduits, ducts, or flues are installed within the Project which connections serve more than one (1) Unit, the Owner of

each Unit served by said connection shall be entitled to the full use and enjoyment of such portions of said connections as service his or her Unit.

- 4.8 Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Unit and such portion or portions of the Common Area adjacent thereto and/or as between adjacent Units due to the placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon in accordance with the terms of the Declaration; *provided, however,* that in no event shall an easement for encroachment exist in favor of an Owner, Resident or the Association if such encroachment occurred due to willful unauthorized conduct on the part of such person. In the event that any Unit is partially or totally destroyed and then repaired or rebuilt in accordance with the provisions of the Declaration, the Owners of each Unit agree that minor encroachments over adjoining Units and/or Common Area shall be permitted and there shall be easements for the maintenance of said encroachments so long as they shall exist.
- 4.9 Association's Utility Easements. There are reserved and there shall exist easements over and under the Project or any portion thereof for the purpose of constructing, erecting, operating, or maintaining thereon, therein, or thereunder overhead or underground lines, cables, wires, conduits, or other devices for electricity, cable television, power, telephone and other purposes, public sewers, storm water drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes, and any similar public or quasi-public improvements or facilities, and for any other purposes deemed by the Board to be appropriate and not inconsistent with the purposes and interests of the Association, together with the right to grant and transfer the same and each purchaser, in accepting a deed to a Unit, expressly consents thereto; *provided, however,* that no such easement or right-of-way may be granted or transferred if it would unreasonably interfere with the use, occupancy, or enjoyment by an Owner or Resident of any Unit and any existing exclusive easements over Common Area appurtenant thereto, if any, without the consent of the Owner(s) affected.
- 4.10 Board's Power to Grant Easements and Licenses to Owners. Notwithstanding any other provisions of the Governing Documents, the Board shall have the power in its discretion without approval vote of the Members to grant and convey licenses for use, rights-of-way, and exclusive or nonexclusive easements in, over, or under the Common Area or any portion thereof to Owners, for such purposes as the Board deems to be appropriate and not inconsistent with the purposes and interests of the Association. This Section 4.10 is intended to specify the requisite percentage of Member approval pursuant to *Civil Code* section 4600(a).

- 4.11 Easement to Governmental Entities. There are reserved and there shall exist a non-exclusive easement over the Common Area to all governmental and quasi-governmental entities, agencies and utilities and their agents for the purpose of performing their duties within the Project.
- 4.12 Board's Power to Grant Easements and Licenses to Third Parties. With the consent of seventy-five percent (75%) of the total voting power of the Association, the Board shall have the power to (i) dedicate any of the Common Area to an appropriate public authority for public use, or (ii) grant and convey to an third party easements and licenses for use and rights-of-way in, on, over and under the Common Area.
- 4.13 Public Access Easement. There are reserved and there shall exist public access easements (paths) along the banks of the slough waterways lying within or adjacent to the Project. The Master Declaration sets forth certain provisions regarding the continued maintenance of the public access areas.

ARTICLE 5 USE RESTRICTIONS

- 5.1 Use of Common Area Generally. All use of Common Area is subject to the Governing Documents. Subject to the provisions of the Governing Documents, the Common Area shall be held, maintained, and used to meet the common interests of the Owners and the Residents, members of their household, tenants, and guests.
- 5.2 No Alteration of Common Area. Except as may be authorized by the Board, no person or entity other than the Association or its duly-authorized agents shall (i) construct, reconstruct, refinish, alter, or maintain any improvement upon the Common Area, (ii) make or create any excavation or fill upon the Common Area, (iii) change the natural or existing drainage of the Common Area, or (iv) plant, remove, or destroy any seed, plant material, tree, shrub, or other vegetation upon the Common Area (other than permitted vegetation upon or within Exclusive Use Common Area).
- 5.3 No Obstruction of Common Area. The Common Area shall be kept free of rubbish, debris, and other unsightly or unsanitary materials. There shall be no obstruction of any part of the Common Area nor shall anything impair access to the Common Area. Each Owner shall avoid causing any damage to the Common Area.
- 5.4 No Storage on Common Area. Except as may be authorized by the Board, no person or entity, other than the Association or its duly-authorized agents, shall store or keep anything on or in the Common Area.

- 5.5 Delegation of Use. Any Owner may delegate his or her rights of use and enjoyment, including easements, in the Project to the members of his or her household, tenants, Contract Purchasers, and guests, subject to the terms of the Governing Documents. It is the express purpose and intent of this Section 5.5 to limit the right of use and enjoyment of the Common Area amenities to Residents of the Project and their accompanied guests. Upon the leasing or renting of a Unit, or upon occupancy of a Unit by a Contract Purchaser, the Owner shall be deemed to have delegated and assigned all such rights exclusively to the tenants or Contract Purchasers of such Unit. Any rights of enjoyment that have been delegated by an Owner are subject to suspension to the same extent that rights of Owners are subject to suspension as provided in the Governing Documents.
- 5.6 Residential Use. Except to the extent permitted in Section 5.8 ("Restriction on Businesses"), Units shall be occupied and used only for single family residential purposes in conformity with the requirements of applicable zoning laws or other state or local rules or regulations.
- 5.7 Number of Occupants. No Unit shall be permanently occupied by a number of Residents that is more than two (2) times the number of bedrooms, plus one (1); for example three (3) Residents in a one-bedroom Unit or five (5) Residents in a two-bedroom Unit, based on the number of bedrooms contained in the Unit as originally constructed. In no event shall any Unit be occupied by more individuals than permitted by applicable zoning laws or other governmental regulations.
- 5.8 Restriction on Businesses.
- 5.8.1 Types of Businesses Allowed. No business of any kind shall be established, maintained, operated, permitted, or conducted within the Project except: (i) professional, administrative, or clerical activity as may be permitted by applicable governmental ordinances without the requirement of a conditional use permit but only if such activity does not entail the presence of employees, patrons, clients, or vendors except on an infrequent basis; does not require storage of large amounts of bulky goods or inventory; there is no external evidence of such activity including but not limited to a significant increase in traffic within the Project; the activity complies with all applicable governmental ordinances; and the activity is merely incidental to the use of the Unit for residential purposes, and (ii) certain care facilities that, by law, cannot be prohibited by the Declaration.
- 5.8.2 Indemnification Regarding Business Activity. To the fullest extent permitted by law, every Owner or Resident who conducts or engages in any business, commercial endeavor, or profession within the

Project, or whose tenant does so, agrees to and shall indemnify and defend the Association, its officers, directors, employees, and agents and shall hold them harmless from and against any cost, loss, claim, or damages of any kind, arising out of the conduct or presence of such activity, including but not limited to attorney fees, any claims for consequential damages, and any claims arising or alleged to arise out of the enforcement or non-enforcement by the Association of the Governing Documents, including but not limited to the restriction on business contained in this Section 5.8. Any amounts owed pursuant to this Section 5.8.2 may be assessed as a Reimbursement Assessment.

- 5.9 Compliance with Laws. Each Owner and Resident shall comply with all requirements of all federal, state, and local governmental authorities and all laws, ordinances, rules and regulations applicable to his or her Unit and the Common Area.
- 5.10 Unlawful Conduct, Nuisances, Noise. No unlawful, noxious, harmful, or offensive activities shall be conducted upon or within any part of the Project, nor shall anything be done within the Project that may be or become a nuisance, or cause unreasonable embarrassment, disturbance, or annoyance to any Resident of the Project, or which shall in any way interfere with Residents' use of the Common Area and facilities thereon or the use and enjoyment of their Units. Without limiting any of the foregoing, no Resident shall permit noise, including but not limited to the barking of a dog, to emanate from the Resident's Unit that would unreasonably disturb another Resident's enjoyment of his or her Unit or of the Common Area. The Association shall not be obligated to enforce this Section 5.10 when a dispute under the Declaration is solely between neighbors, does not involve Common Area, or is not an emergency. In any violation or dispute involving neighbors, Residents must work with each other to resolve their differences before reporting a violation or dispute to the Association. Resident's complaints to the Association about neighbors must: (a) be in writing; (b) give as much detail as possible concerning the dispute; (c) provide specific information about what informal efforts to resolve the matter were undertaken by the complaining Resident(s); and (d) provide the name, address, phone numbers, and email address of the complaining Resident(s).
- 5.11 Conditions Affecting Insurance. Nothing shall be done, placed, or kept within the Project that will increase the rate of insurance or result in the cancellation of insurance under any insurance policy maintained by the Association, or which will be in violation of any governmental statute, ordinance, rule, or regulation. If any Owner or Resident, member of their household, tenant, invitee, or guest shall violate this Section 5.11, the Unit Owner shall be liable to the Association for any resulting increase in insurance premiums and any other damages, which may be assessed against the responsible Owner as a Reimbursement Assessment.

- 5.12 Requirement of Architectural Approval. As addressed in Article 7 ("Architectural Approval"), construction, installation, modification, or alteration of buildings, outdoor structures, landscaping, and outdoor lighting are subject to prior architectural approval.
- 5.13 Shortwave or Other Radio Operations. The operation of any shortwave or any other kind of radio transmitter from any Unit is not permitted without prior written authorization of the Board and then only if such operation does not in any way interfere with radio, television, or other electronic signal reception in any other Unit or Common Area.
- 5.14 Animals.
- 5.14.1 No Commercial Purposes. No animals shall be kept, bred, or maintained within the Project for any commercial purpose.
- 5.14.2 Number and Size of Pets. Not more than a total of two (2) dogs, cats, or birds (for example, two dogs, one dog and one cat, or two cats, or one cat and one bird, etc.) and a reasonable number of other small caged common domestic household pets or animals in an aquarium may be kept in each Unit.
- 5.14.3 Control of Pets. While in Common Areas including Exclusive Use Common Areas each dog must be restrained on a leash held by a responsible person capable of controlling the dog. Any Owner or Resident may cause any unleashed dog within the Common Area to be removed to a pound or animal shelter under the jurisdiction of the City of San Mateo or the County of San Mateo.
- 5.14.4 No Outside Structures for Animals. No animal cages, dog crates, or other devices or structures for the care, housing, or confinement of any animal shall be permitted anywhere in the Common Area, including any Exclusive Use Common Area.
- 5.14.5 No Feeding of Non-domestic Animals; No Outside Feeding of Animals. There shall be no feeding of ducks, geese, deer, or any other non-domesticated animals within the Project. In order to control feral cats, raccoons, vermin, and other stray animals within the Project, no animal food shall be kept or placed outside anywhere within the Project, except for approved bird feeders. Pet feeding stations may not be kept in a garage if the garage door is left open permitting animals to access the feeding station.

- 5.14.6 Responsibility for Pets. The owner of each pet shall be responsible for immediately removing and disposing of any waste introduced to any portion of the Project by such pet. Owners, their tenants, and guests shall prevent their pets from soiling any portion of the Common Area and shall immediately clean up any mess left by their pet.
- 5.14.7 Indemnification Regarding Pets. Each Owner, Resident, and any person bringing or keeping an animal within the Project shall be absolutely liable to the Association and all other persons for any injury or damage to persons or property caused by the animal brought upon or kept upon the Project by such person or by members of his or her household, tenants, invitees, or guests. To the fullest extent permitted by law, each Owner agrees to and shall indemnify and defend the Association, its officers, directors, employees, and agents and shall hold them harmless from and against any cost, loss, claim, or damages of any kind, arising out of or resulting from the presence or conduct of any animal brought upon or kept within the Project by the Owner, members of his or her household, tenants, invitees, or guests including but not limited to attorney fees, any claims for consequential damages, and any claims arising or alleged to arise out of the enforcement or non-enforcement by the Association of the Governing Documents, including but not limited to the restrictions on animals contained in this Section 5.14. Any amounts owed pursuant to this Section 5.14.7 may be assessed as a Reimbursement Assessment.
- 5.14.8 Removal of Nuisance Pets. The Association shall have the right to prohibit the keeping of any animal which, after the responsible Owner or Resident has an opportunity for a hearing called by the Board pursuant to Section 14.12 ("Hearing Called by the Board; Executive Session; Open Meeting"), is found by the Board to be a nuisance.
- 5.14.9 Pet Rules. The Board may adopt and enforce pet Rules in addition to the provisions of this Section 5.14, including Rules pertaining to the maximum weight and breed types of pets that may be kept within a Unit.
- 5.15 Trash Disposal. Trash, garbage, accumulated waste plant material, other waste and refuse, and recyclable waste shall be deposited only in sanitary containers. Such containers shall be located in an appropriate designated area in the Common Area. No Owner or Resident shall permit or cause any garbage, trash, or other waste or refuse to be kept upon any portion of any Unit or elsewhere in the Project, except in such containers. Furniture, appliances, water heaters, construction or remodeling debris and other bulky items must be properly disposed of off-site by the Owner or Resident at his or her sole expense and

shall not be placed in Association waste containers or discarded in the dumpster areas.

5.16 Machinery and Equipment. Except as approved by the Board, no machinery or equipment of any kind shall be maintained or operated within the Project except as is customary and necessary in connection with approved construction.

5.17 Signs, Banners, Flags. Only the following types of signs, posters, banners, or flags shall be displayed to the public view from any portion of the Project:

- (a) Signs required by legal proceedings;
- (b) A noncommercial sign or poster (including political signs) no larger than nine (9) square feet in size (such as 3 feet by 3 feet) or a noncommercial flag or banner no larger than fifteen (15) square feet in size, displayed upon a Unit, and limited to the fullest extent permitted by *Civil Code* section 4710;
- (c) A single sign of customary and reasonable dimension and design, complying with the provisions of any applicable ordinance and the Architectural Rules, if any, and reasonably located within a Unit window advertising a Unit for sale or rent;
- (d) Other signs which by law cannot be prohibited;
- (e) A flag of the United States, subject to any city or county restrictions as to size and as to time, place, and manner of display, as provided in *Civil Code* section 4705;
- (f) A single identification sign which has been approved by the Board or the Architectural Committee (if any) located on a Unit identifying the number or address of the Unit and/or the names of the occupants;
- (g) Signs on the Common Area as approved by the Board for a purpose reasonably related to the affairs of the Association, including signs located at or near any entrance to the Project identifying the Project.

5.18 Vehicles and Parking.

5.18.1 Prohibited Vehicles. In addition to the restrictions on vehicles provided for in the Master Declaration, Prohibited Vehicles may not be brought into the Project. The following types of vehicles are Prohibited Vehicles: (i) unregistered, dilapidated or inoperable vehicles; (ii) unreasonably noisy vehicles, vehicles that emit foul-smelling or

offensive exhaust fumes; (iii) any vehicle that is too large to be parked entirely within a garage or entirely within a designated parking space ("oversized vehicle"); (iv) commercial vehicles; (v) any "off highway" vehicle; and (vi) construction equipment. The term "commercial vehicle" shall not include any two-axle passenger vehicle, van, or pickup truck that is used by a Resident both for business and for daily personal transportation, provided that any signs or markings of a commercial nature on such vehicle shall be unobtrusive and inoffensive as determined by the Board; and *provided, further*, that such vehicle is not an oversized vehicle as described in clause (vi) of this Section 5.18.1.

- 5.18.2 Definition of Commercial Vehicle. Commercial Vehicle shall mean (i) any vehicle that is classified as Class 3 and above by the United States Department of Transportation Vehicle Inventory and Use Survey, meaning any vehicle with a Gross Vehicle Weight Rating (GVWR) of more than ten thousand pounds (10,000 lb), (ii) any vehicle (including vehicles with a GVWR of ten thousand pounds or less) displaying signs or markings of a commercial nature, unless such signs or markings are small and unobtrusive as determined by the Board (for example and not by way of limitation, commercial information on a license plate holder or a dealership decal or nameplate on a vehicle would be considered "unobtrusive"), (iii) any vehicle that is equipped to carry more than ten (10) people, (iv) any vehicle equipped with a rack that is loaded with any construction materials, merchandise, supplies, or tools, and (v) any pickup truck containing construction materials, merchandise, supplies, or tools that are visible.
- 5.18.3 Parking Generally. The primary parking facility for Residents is the Garage and Deeded Parking Space designated for the Unit. Each Garage and Deeded Parking Space shall be used for parking the vehicles of the Residents of the Unit and shall not be used for any other purpose that interferes with the ability to park the number of vehicles the Garage and Deeded Parking Space was designed to accommodate. Each garage door shall remain closed except during ingress or egress or when necessary to provide ventilation for individuals working in the Garage area. Vehicles shall not be parked anywhere within the Project except wholly within a Garage or in a designated parking area. Parking is not allowed at any time in designated fire lanes.
- 5.18.4 Parking on Private Streets; Visitor Parking. The Master Association shall designate visitor parking spaces within the parking areas in the Project. The Master Association may grant licenses or permits to

Residents to allow Residents to park in visitor or open parking spaces. Except by license or permit granted to a Resident by the Master Association, Residents may not park in any visitor or open parking spaces at any time. Vehicles belonging to visitors must be parked in compliance with this Declaration.

- 5.18.5 Temporary Parking of Oversized Vehicles. No vehicle that is too large to be parked entirely within a Garage or entirely within a parking space (including but not limited to trailers, campers, mobile homes, and commercial vehicles and trucks) shall be permitted to remain anywhere within the Project, *except that* oversized vehicles may be parked in compliance with the rules and regulations of the Master Association regarding parking of recreational vehicles.
- 5.18.6 Parking of Commercial Vehicles. Commercial vehicles (other than a vehicle that constitutes a Prohibited Vehicle as defined in Section 5.18.1, above) of vendors, utilities, contractors, and others providing services may be parked in appropriate parking spaces within the Project temporarily as necessary while services are actually being performed and shall not be parked within the Project overnight. Commercial vehicles driven by Residents (which vehicles do not satisfy the exception described in Section 5.18.1 ("Prohibited Vehicles")) must be parked within the Garage or Deeded Parking Space assigned to the Unit.
- 5.18.7 Vehicle Repairs. No motor vehicles or boats shall be constructed, reconstructed, or repaired within the Project (other than minor emergency repairs to the extent necessary to move the vehicle to a repair facility).
- 5.18.8 Parking Enforcement and Towing. The provisions of this Section 5.18 apply to all vehicles within the Project, including vehicles of guests and invitees. In addition to the provisions of this Section 5.18, the Board shall have the power and authority to adopt, promulgate, and enforce Parking Rules and shall have the power to impose fines and other sanctions for violations of provisions of the Governing Documents relating to vehicles and parking. Subject to the provisions of applicable law, including California *Vehicle Code* section 22658, the Board shall have the power and authority to cause the towing, at the vehicle owner's expense, of vehicles that are parked within the Project in violation of any of the provisions of the Governing Documents. Costs incurred by the Association relating to the towing and/or storage of any vehicle parked in violation of any provision of the Governing Documents shall be assessed as a Reimbursement Assessment

against the Owner responsible or whose household member, Contract Purchaser, tenant, invitee, or guest is responsible for the presence of such vehicle. The Association shall not be responsible for causing the towing of vehicles parked in a Deeded Parking Space, which shall be the responsibility of the Owner of such Deeded Parking Space.

ARTICLE 6 RENTING OR LEASING

6.1 Requirements for Renting.

6.1.1 Written Lease. An Owner renting his or her Unit shall do so pursuant to a written lease or rental agreement. The lease or rental agreement shall expressly provide:

- (i) for an initial term of at least six (6) months;
- (ii) that its terms are subject to all of the provisions of the Governing Documents;
- (iii) that failure of the tenant, members of the tenant's household, invitees, or guests to comply with applicable provisions of the Governing Documents shall constitute a default under the terms of such lease or rental agreement; and
- (iv) that in the event of any such default, the Association shall be entitled to maintain an eviction action against the tenant to the same extent as the Owner of the Unit, the Association being deemed to be a third party beneficiary under such lease or rental agreement as provided in Section 6.7 ("Association As Third Party Beneficiary").

6.1.2 No Subletting. No subletting shall be permitted.

6.1.3 Copy of Lease. An Owner renting his or her Unit shall file a copy of the signed lease or rental agreement with the Board.

6.1.4 Renter's Insurance. An Owner renting his or her Unit shall require the tenant to carry renter's insurance, as provided in Section 10.7 ("HO4 Renter's Policy").

6.1.5 Provide Governing Documents to Tenants. An Owner renting his or her Unit shall provide the tenant(s) with a copy of the Governing Documents, and any subsequent changes thereto.

- 6.1.6 **Affidavit of Tenants.** Upon request by the Association, the Owner shall cause all tenants and occupants to execute and submit to the Association an affidavit or certificate in a form prescribed by the Association, which includes the following and such other matters as are reasonably required by the Association: (i) that he/she/they have received copies of the Governing Documents, (ii) that he/she/they understand that the lease is expressly subject to all the provisions of the Governing Documents, and (iii) that he/she/they understand that the breach of any provision of the Governing Documents shall constitute a default under the lease.
- 6.1.7 **"House Sitters".** The provisions of Section 6.1.5 ("Provide Governing Documents to Tenants") and Section 6.1.6 ("Affidavit of Tenants") shall apply with respect to any person occupying a Unit as a guest of the Owner, as a paid or unpaid "house sitter," or in a similar capacity when no Owner is in residence.
- 6.1.8 **Owner's Contact Information.** An Owner renting his or her Unit shall provide the Association with contact information for the Owner or a representative of the Owner with authority to act on behalf of the Owner with respect to the Unit and the tenants, including telephone number, email address, mailing address, and such other contact information as the Association may require.
- 6.2 **Notice of Non-Owner Occupants.** Without limiting the generality of the provisions contained in Section 6.1 ("Requirements for Renting"), each Owner shall notify the Board and the Association's manager of the names of (i) any tenants or any Contract Purchasers occupying such Owner's Unit, and (ii) any guest, "house sitter," or other person occupying the Unit when no Owner is in residence (whether or not such person is paying rent or is being compensated by the Owner), and (iii) any person renting the Deeded Parking Space appurtenant to his or her Unit. If requested by the Board, each Owner, tenant, or Contract Purchaser shall also notify the Board or the Association's manager of the names of all members of his or her household to whom such Owner, tenant, or Contract Purchaser has delegated any rights of enjoyment in the Project as provided herein and the relationship each such person bears to such Owner, tenant, or Contract Purchaser.
- 6.3 **No Transient Rentals.** No Owner shall be permitted to lease, rent, or otherwise operate his or her Unit for transient or hotel purposes, which shall include, but is not limited to, rental for any period less than six (6) months or any rental (even if the term is longer than six (6) months) where the occupant of a Unit is provided customary hotel services such as room service for food and beverage, maid

service, periodic furnishing of clean bed linen and towels, laundry service, or bellboy services. This Section 6.3 shall not be deemed to permit an initial lease or rental term shorter than six (6) months as provided in Section 6.1.1(i). ("Written Lease").

- 6.4 Move-In / Move-Out Fee. As provided in Section 9.4 ("Moving Fee") the Association may charge a reasonable fee, including a damage deposit to cover costs of administering the moving in or moving out of a Unit, as addressed in Section 9.4.
- 6.5 Rental of Entire Condominium. With the exception of a Deeded Parking Space appurtenant to a Unit, no Owner shall rent or lease less than the entire Condominium. The preceding sentence is intended to prohibit the operation of a rooming house or similar operation within the Project. No part of the Exclusive Use Common Area appurtenant to the Unit shall be rented, leased, or hired to anyone who does not have the right of possession of the entirety of the Condominium. This section is not intended to prohibit a resident Owner from sharing his or her Condominium with a roommate or other person(s) with whom the Owner maintains a common household.
- 6.6 Implementation: Upon request from the Board, each Owner then renting or leasing a Unit shall provide to the Board such information as the Board may reasonably require in order to implement the provisions of this Article 6, including but not limited to the names of the tenants and the members of the tenants' household and the duration of the lease and/or a copy of the signed lease.
- 6.7 Association As Third Party Beneficiary. Notwithstanding the failure of an Owner to comply with the requirements of Section 6.1 ("Requirements for Renting") and, whether or not it is so stated in a written contract or other agreement between such Owner and such tenant, the Owner and the tenant of any Unit subject to this Declaration shall be conclusively deemed to have agreed that the Association is an intended third party beneficiary to the contract between the Owner and the tenant; that failure of the tenant, members of the tenant's household, tenant's invitees, or guests to comply with applicable provisions of the Governing Documents shall constitute a breach of the terms of the contract between the Owner and the tenant; and that the Association shall have the right but not the obligation to enforce the contract and to pursue every remedy available under the contract, under this Declaration including but not limited to the rights granted pursuant to Section 8.18 ("Assignment of Rents As Security for Payment"), or under the law. The power of the Association as provided in this Section 6.7 shall be exercised in good faith, in a reasonable and nondiscriminatory manner, and only after notice and opportunity for a hearing as provided in Article 14 ("Enforcement; Notice; Hearings").

- 6.8 Indemnification Regarding Tenant's Actions. Each Owner leasing or renting a Unit shall be strictly responsible and liable to the Association for the actions of such Owner's tenant(s) in or about all Units and Common Area and for each tenant's compliance with the provisions of the Governing Documents. No provision of any lease or rental agreement shall relieve the Unit Owner of his or her obligations pursuant to the Governing Documents. To the fullest extent permitted by law, every Owner of a Unit that is occupied by persons other than the Owner pursuant to a rental agreement or lease or otherwise, agrees to and shall indemnify and defend the Association, its officers, directors, employees, and agents and shall hold them harmless from and against any cost, loss, claim, or damages of any kind, arising out of the conduct or presence of the occupants of the Unit upon the Project, including but not limited to attorney fees (including attorney fees incurred to enforce the provisions of this Article 6 against the Owner of the Unit or any guest, tenant or other occupant of the Unit), any claims for consequential damages, and any claims arising or alleged to arise out of the enforcement or non-enforcement by the Association of the Governing Documents with respect to such occupants. Any amounts owed pursuant to this Section 6.8 may be assessed as a Reimbursement Assessment against the responsible Owner and his or her Unit.

ARTICLE 7 ARCHITECTURAL APPROVAL

- 7.1 Prior Architectural Approval Required for Exterior and Interior Changes. Prior architectural approval in accordance with this Article 7 must be obtained before making any exterior addition or change or alteration of any kind within the Project, or before removing or moving any wall, floor, or ceiling of a Unit, or before removing or moving any plumbing, electrical, or utility system that is connected to or a part of a Common Area system or utility, or before creating an opening in any wall, floor, or ceiling of a Unit. The foregoing includes but is not necessarily limited to:
- (i) installing any screen, skylight, patio cover, tent, awning, screen door, exterior lighting, decorative element, mast, pole, tower, antenna, receiver, or transmitter to the extent restricted by Section 7.2.13 ("Satellite Dishes and Antennas"), or attaching any of the foregoing to the exterior of any building or fence;
 - (ii) exterior painting;
 - (iii) except within Exclusive Use Patio or Deck space, installing, moving, or removing landscaping.

No alteration or addition that requires architectural approval pursuant to this Article 7 shall be commenced or permitted to remain within the Project until the plans and specifications showing the nature, kind, shape, color, height, size, materials, and location of the same have been submitted to and approved in writing by the Board. The requirement of architectural approval shall not apply to alterations, additions, or improvements made or constructed by or on behalf of the Association.

7.2 Some Common Architectural Concerns. This Section 7.2 enumerates some common areas of architectural concern. These are examples only and do not represent an exhaustive list of changes that require prior architectural approval. Nothing in this Section 7.2 shall be deemed to limit the generality of Section 7.1 ("Prior Architectural Approval Required for Exterior and Interior Changes").

7.2.1 Changes in Code Requirements. Proposed work that may require the Association to upgrade Common Area components or systems is subject to Section 7.11 ("Code Upgrades to Common Area").

7.2.2 Decks and Patios. No construction of any item or fixture is allowed on any Deck or Patio without prior architectural approval. No nails or screws shall be installed onto the exterior surfaces of the perimeter walls or fences enclosing Decks and Patios without prior architectural approval. Only furniture and accessories designed for outdoor use shall be placed or kept on any Deck or in any Patio and used in such a manner that it does not restrict access to a door. Nothing whatsoever shall be placed on the Deck railings or walls or on the Patio fences, railings or walls.

7.2.3 Stairway Landings. No construction of any item or fixture is allowed on stairway railing. To ensure safe ingress and egress to a Unit, there shall be no storage of plants or other decorative features on stairway landings.

7.2.4 Drainage Patterns. No excavation and no alteration or addition of any kind is permitted which alters or may alter existing drainage patterns of existing channels upon, under, and/or across the Project property or any portion thereof through which water in time of storms or otherwise naturally flows or through which water has been caused to flow artificially, without obtaining prior architectural approval.

7.2.5 Installation of Skylights. No skylight shall be installed at the Project.

7.2.6 No Installations on Roof. Absolutely no installation of any kind, including but not limited to antennas, or air-conditioning equipment,

shall be placed or installed upon any roof without obtaining prior architectural approval.

- 7.2.7 Exterior Installations. Nothing shall be attached to the exterior of a building, nor shall anything be installed that protrudes through the wall or roof of any Unit without obtaining prior architectural approval.
- 7.2.8 Window Coverings; No Awnings. Drapes, window shades, and other window coverings installed in the windows of any Unit that are visible from the exterior of the Unit must comply with any applicable Architectural Rules, including rules concerning color and if there are no rules concerning color, then such coverings shall be white, off-white or light beige in color. In no event shall aluminum foil, newspaper, or similar materials be placed in windows. No exterior awning, ornamental screens, or sunshades of any kind shall be installed or placed without prior architectural approval.
- 7.2.9 Floor Coverings. There shall be no alteration of the floor coverings in any Unit that will result in an increase in sound transmission into any other Units. Existing flooring materials may be replaced with identical flooring material (like for like in the same locations) without prior architectural approval; otherwise prior architectural approval is required before installing any replacement flooring material. Except for the replacement of hard flooring within kitchens, baths and entry areas, for all upper Units and Units that are adjacent to other Units, replacement flooring must be carpet and padding or such other flooring materials with an Impact Insulation Class Rating (IIC) of seventy (70) or higher (determined in accordance with ASTM E1007-14 standards "Standard Test Method for Field Measurement of Tapping Machine Impact Sound Transmission Through Floor-Ceiling Assemblies and Associated Support Structures") or equivalent may be installed. In the event non-approved floor covering has been installed without obtaining prior architectural approval, then upon receipt of noise complaints from Residents of another Unit and subject to notice and hearing pursuant to Article 14 ("Enforcement; Notice; Hearings"), the Unit Owner may be required to remove the unauthorized floor covering and replace it with carpet and padding or may be required to take other remediation measures (for example and not by way of limitation, the installation of rugs and padding).
- 7.2.10 Floors, Walls, Ceilings, or Utility Systems. Prior architectural approval shall be required for (i) any change that may affect the structural integrity of the building in which a Unit is located, including but not limited to removing, moving, changing, or creating any opening in a

wall, floor, or ceiling within a Unit, (ii) any change in the plumbing, electrical wiring, heating and ventilating ducts, or any other system that is part of the Common Area, (iii) or any change in the Unit that may will result in an increase in sound transmission into any other Unit.

- 7.2.11 Attics and Walls. Openings in the ceilings of the Units may impair the firewall protection within the buildings. No opening shall be made in the ceilings of the Unit and no development shall be made of the airspace above any Unit. No opening shall be made in any wall of a Unit, nor shall any airspace beyond the interior unfinished surface of the wall be used for any purpose or developed in any manner.
- 7.2.12 Interior Decoration of Unit. Except as provided in Section 7.2.8 ("Window Coverings; No Awnings"), Section 7.2.9 ("Floor Coverings"), and Section 7.2.10 ("Floors, Walls, Ceilings, or Utility Systems"), each Owner shall have the exclusive right to decorate or redecorate the interior of his or her Unit. Any Owner performing any alterations of his or her Unit that require architectural approval, other than decorating or redecorating, shall comply with all laws and ordinances regarding alterations and remodeling and obtain all approvals and permits required by City ordinance. Each Owner or Resident performing any alterations to his or her Unit shall provide the Association advance written notice of the type and kind of work being performed, of the names of any contractors or workman on site, and a copy of the license(s) for the contractors or workman.
- 7.2.13 Satellite Dishes and Antennas. No outside radio or television aerial, antenna, dish, wire, or other receiving or transmitting device shall be erected, constructed, or maintained on the Common Area including upon the exterior of any building, except (i) those erected, constructed, or maintained by the Association, (ii) those expressly approved by the Board, (iii) an antenna free standing within a Deck or Patio which does not extend outside the airspace encompassed within the Deck or Patio, or (iv) those that by law cannot be prohibited. It is the intention of this Section 7.2.13 to restrict radio or television aerials, antennas, dishes, wires, and other receiving or transmitting devices in the Project to the fullest extent permitted by law and to authorize the Board to adopt and implement Rules regarding the same.
- 7.2.14 Masts, Poles, Towers, Other Projections. No outside mast, pole, tower, or projection of any type shall be placed or permitted to remain above the roof of any building with the exception of chimneys and vent stacks.

- 7.2.15 Solar Energy Systems. Solar energy systems are defined in *Civil Code* section 801.5(a)(1) and (2). Nothing in this Declaration shall be deemed to authorize or permit any Owner to install any solar energy system upon any portion of the Common Area.
- 7.2.16 Electric Vehicle Charging Station. No electric vehicle charging station ("EVCS") may be constructed, installed, or maintained at the Project except (i) those erected, constructed, or maintained by the Association, and (ii) those expressly approved by the Board. For purposes of this Section 7.2.16 the term "electric vehicle charging station" means a station that is designed in compliance with the California *Building Standards Code* and delivers electricity from a source outside an electric vehicle into one (1) or more electric vehicles. This includes wall-mounted and free standing electric vehicle charging stations, as well as existing National Electrical Manufacturers Association standard alternating current power plugs, which are common wall sockets ("wall socket"). It is the intention of this Section 7.2.16 to restrict electric vehicle charging stations and power plugs in the Project to the fullest extent permitted by law and to authorize the Board to adopt and implement Rules regarding the same.
- 7.3 Architectural Rules.
- 7.3.1 In General. Subject to the requirements of *Civil Code* section 4340 and following, the Board may from time to time adopt, amend, and repeal rules and regulations to be known as "Architectural Rules." Architectural Rules shall set forth the standards for architectural review and guidelines for architectural design, placement of buildings and other structures, outdoor lighting, and landscaping, color schemes, exterior finishes and materials, and similar features which are recommended for use in the Project and may include restrictions on satellite dishes and electric vehicle charging stations consistent with applicable law; *provided, however*, that Architectural Rules shall not be in derogation of any minimum standards required by this Declaration.
- 7.3.2 Electric Vehicle Charging Station. Pursuant to *Civil Code* section 4745, reasonable restrictions on electric vehicle charging stations ("EVCS") are permitted provided they do not significantly increase the cost of the station or significantly decrease the efficiency or specified performance. The Board may from time to time adopt, amend, and repeal rules, regulations, guidelines or policies regarding Electric Vehicle Charging Stations. Such Rules may restrict installation in Common Areas and may require that the Association be indemnified for loss or damage caused by installation, maintenance, or use of

EVCS. Any Owner whose application for the installation of an EVCS has been approved, must (i) comply with the Association's architectural standards for the installation of the charging station, (ii) engage a licensed and insured contractor to install the charging station, (iii) meet all applicable health and safety standards, building codes and other requirements imposed by state and local authorities, as well as all other applicable zoning, land use or other ordinances, or land use permits, (iv) where required as provided for in *Civil Code* sections 4745(f)(1)(C) and 4745(f)(1)(D), within fourteen (14) days provide a certificate of insurance that names the Association as an additional insured under the Owner's insurance policy in the amount of One Million Dollars (\$1,000,000), and (v) pay for the electricity usage associated with the charging station.

- 7.3.3 Rights of Disabled. Any modifications to a Unit to facilitate access or alter conditions that may be hazardous to persons who are blind, visually handicapped, deaf, or physically disabled must comply with applicable requirements of *Civil Code* section 4760.
- 7.4 Advisory Architectural Committee. The Board may (but is not required to) appoint an Architectural Committee consisting of three (3) Members of the Association at least one (1) of whom may be a director. If an Architectural Committee is appointed, it shall review all requests for approval submitted in accordance with this Article 7 and provide recommendations to the Board concerning the same. The Board has the authority to accept, modify, or reject the Committee's recommendations and shall make the final decision on all requests for approval. The Committee shall also have such other duties and responsibilities as may be assigned by the Board. The Committee members shall serve at the pleasure of the Board. In the absence of a duly-constituted Architectural Committee, the Board shall perform the functions of the Committee.
- 7.5 Written Request for Board Approval. Any Owner proposing to perform any work that requires prior approval pursuant to this Article 7 shall submit to the Board (or the Committee if one is appointed) a written request setting forth the nature of the proposed work and furnishing such information and documentation as the Board may require depending on the nature and size of the proposed work. Such information and documentation may include but is not limited to: (i) interior floor plans, (ii) interior specifications, (iii) interior wall sections, (iv) any permits or City approvals, and (v) the Owner's proposed construction schedule.
- 7.6 Fees; Professional Consultants. The Board may charge a reasonable fee or fees for review of architectural applications, drawings, plans, and specifications which may include the cost of retaining outside consultants including but not limited to architects, engineers or contractors.

- 7.7 Meetings. To the extent required by *Civil Code* section 4765 and as provided in *Civil Code* section 4900, an Owner's request for approval shall be considered by the Board in an open Board meeting. The Owner and, at the Board's discretion, other interested persons may present information relevant to the requested approval.
- 7.8 Basis for Decisions; Good Faith. The Board's decisions shall be made in good faith and shall not be unreasonable, arbitrary, or capricious. It is recognized and intended that the Board will employ subjective criteria and judgments in its review of and determination concerning plans and proposals submitted to it. The Board shall make its decisions from the perspective of the interest of the Project as a whole in the fostering of the coherence, value, attractiveness and aesthetic compatibility of all architectural designs and features in the Project, after consideration of such factors the Board reasonably determines to be relevant and after reasonable investigation consistent with the scope and circumstances of the proposal submitted to the Board. The Board shall grant the requested approval only if:
- (a) The Owner has submitted a complete application;
 - (b) The Board finds that the plans and specifications conform to this Declaration and to the Architectural Rules in effect at the time such plans were submitted to the Committee;
 - (c) The Board finds that the proposed work will, if approved, be consistent and compatible with the architectural and aesthetic standards prevailing within the Project and will be in harmony with the external design and appearance of other existing structures and improvements within the Project; and as to location; and
 - (d) The Board determines that the proposed work would be consistent with the standards of the Project and the purposes of this Declaration as to quality of workmanship and materials.
- 7.9 Decisions in Writing; Timely Decision; Reasonable Conditions. All approvals and rejections of requests for approval shall be in writing and shall be issued by the Board within sixty (60) days from the date of submission of a complete application to the Board. Any approval may include such reasonable conditions as the Board may determine. If a request is rejected, the decision shall include an explanation of the Board's decision.
- 7.10 Variances. The Board, (but not an Architectural Committee), may, but is not obligated to, grant variances or adjustments in its discretion if necessary to

overcome practical difficulties due to topography or other conditions unique to a particular Unit, avoid unnecessary expense, or prevent unnecessary hardship in the application of the provisions of the Declaration; *provided, however*, that such variance or adjustment does not violate the purpose or purposes intended to be served by the standard or criteria being waived in each instance and is in conformity with the intent and purposes of the Declaration; and *provided, further*, that no such variance shall constitute a waiver of such provision with respect to any future application whether for the same Unit or any other Unit. Any variance granted by the Board shall be noted in the written approval of the proposed work and may be required by the Board to be recorded in the County records.

- 7.11 Code Upgrades to Common Area. If an Owner's requested change to the interior of a Unit would result in the need for the Association to upgrade any Common Area component or system for which the Association is ordinarily otherwise responsible (such upgrade being necessary to comply with changes in code requirements in order for appropriate governmental permits to be issued to the Owner for Owner's proposed work and where such code upgrade would not be required but for the work proposed by Owner), the Board may condition approval upon the agreement of the Owner to pay for or contribute to the cost of the Common Area upgrade. In making a determination, the Board may consider such factors as it deems appropriate under the circumstances including, but not limited to, whether Owner's requested work is discretionary or is required as the result of a casualty, the failure of a component in the Common Area or within a Unit; the age, condition, and remaining useful life of the component or system that would require upgrading; the cost of upgrade; whether or not the Association has reserved for the replacement or upgrade of the system; and whether a feasible alternative to the Owner's proposed work is available that would not necessitate the Common Area code upgrade. Under no circumstances shall the Association be obligated to pay for such code upgrades if the Owner has not applied for and obtained prior architectural approval pursuant to this Article 7.
- 7.12 Failure of Board to Make Timely Decision. If the Board shall fail to act on a request for approval within the time specified in Section 7.9 ("Decisions in Writing; Timely Decision; Reasonable Conditions"), the Owner shall be entitled to invoke internal dispute resolution pursuant to *Civil Code* section 5910, discussed in Section 14.16 ("Internal Dispute Resolution"); *except that*, (i) in the case of an application for installation or use of a solar energy system subject to *Civil Code* section 714, any application that is not denied by the Board within forty-five (45) days from receipt of a complete application shall be deemed approved; and (ii) in the case of an application for installation of an electric vehicle charging station subject to *Civil Code* section 4745, any application that is not denied by the Board within sixty (60) days from receipt of a complete application shall be deemed approved. Nevertheless, as provided in Section 7.2.15 ("Solar Energy Systems"), nothing in this Declaration shall be deemed to authorize or permit any

Owner to install any solar energy system upon any portion of the Common Area or Exclusive Use Common Area.

- 7.13 Failure to Obtain Required Approval. If any work that requires prior approval pursuant to this Article 7 is performed without such approval having been obtained, the Board shall be entitled to proceed in accordance with the provisions of Section 7.18 ("Notice of Non-conformity") and Section 7.19 ("Failure to Remedy Non-conformity") as though the Board had given written Notice of Non-conformity with approved plans.
- 7.14 Commencement of Approved Work. Upon receipt of written approval, the Owner shall, as soon as practicable, satisfy all conditions of the approval and diligently proceed with the commencement and completion of all approved work. Commencement of the approved work shall occur, in all cases, within ninety (90) days from the date of such approval. If the Owner fails to comply with this paragraph, any approval previously given shall be deemed revoked unless the Board, upon written request of the Owner made prior to the expiration of the time for commencement of the approved work, extends the time for such commencement. The Board shall not grant an extension of time for commencement of the work if the Board finds that there has been a material change in the circumstances upon which the original approval was granted.
- 7.15 Notice to Association Before Commencement of Work; Bond. The Board, in its discretion, may require an Owner to give the Association and any other Owner whose Unit will be affected by the work up to thirty (30) days' prior written notice before commencing approved work so that the Association or other Owner may record a notice of non-responsibility or take other appropriate action. The Board may require from the Owner performing work a bond or other assurance (such as disbursement through a voucher system of payments directly to materialmen, contractors, and subcontractors) to protect against mechanic's or materialmen's liens arising against the Common Area or other Condominiums.
- 7.16 Completion; Extension of Deadline. The Owner shall complete all approved work within one (1) year after commencement thereof; except that in the case of reconstruction after substantially total destruction of a Unit, the construction or reconstruction shall be completed within eighteen (18) months after commencement thereof. The date for completion may be extended as long as such completion is rendered impossible or would result in great hardship to the Owner due to strikes, fires, national emergencies, natural calamities, or other supervening forces beyond the control of the Owner or his or her agents, provided the Owner notifies the Board of such occurrence within a reasonable time after becoming aware of it. If an Owner fails to comply with this Section 7.16, the Board shall be entitled to proceed in accordance with the provisions of

Section 7.18 ("Notice of Non-conformity") as though the Board has given written Notice of Non-conformity with approved plans.

- 7.17 Notice of Completion; Inspection of Completed Work. Upon the completion of any work for which approval is required under this Article 7, the Owner shall give written Notice of Completion to the Board. The written notice shall include copies of all applicable permits, job cards, and building permit inspections. Within sixty (60) days after receiving Notice of Completion from the Owner, the Board or its duly authorized representative may inspect such work to determine if it substantially complies with the granted approval and Owner shall cooperate with the Board to conduct such inspection. If the Board fails to notify the Owner of any non-conformity within such sixty (60) day period, the work shall be deemed to be in accordance with the granted approval. If the Owner fails to give Notice of Completion, the Board shall be entitled to proceed in accordance with the provisions of Section 7.18, ("Notice of Non-conformity"), as though the Board has given written Notice of Non-conformity with approved plans.
- 7.18 Notice of Non-conformity. If the Board finds that the work was not done in substantial conformity with the granted approval, it shall notify the Owner in writing before the end of such sixty (60) day period set forth in Section 7.17 ("Notice of Completion; Inspection of Completed Work") specifying particulars of non-conformity and requiring the Owner to remedy the same within thirty (30) days from the date of the notice from the Board, or such longer time as the Board may designate in the notice.
- 7.19 Failure to Remedy Non-conformity. If the Owner fails to remedy such non-conformity within the time specified in the notice of non-conformity, the Board shall then, pursuant to the procedures set forth in Section 14.12 ("Hearing Called by the Board; Executive Session; Open Meeting"), set a date on which a hearing before the Board shall be held regarding the alleged non-conformity. If the Board finds at such hearing that a substantial non-conformity exists, the Board may, in addition to any other remedy available under the Governing Documents or applicable law, order the Owner to remedy or remove such non-conformity. If the Owner thereafter fails to do so within the time specified by the Board, the Board may, in addition to any other remedy available under the Governing Documents or applicable law, remove or remedy the non-conformity and, in that event, all expenses incurred by the Association in connection therewith shall be assessed against the Owner as a Reimbursement Assessment.
- 7.20 Non-waiver. The approval by the Board of any plans, drawings, or specifications for any work done or proposed, or for any other matter requiring approval under this Article 7, shall not be deemed to constitute a waiver of the right to withhold approval of any similar plan, drawing, specification, or matter subsequently submitted for approval with respect to the same Unit or any other Unit.

- 7.21 Disclaimer of Liability. Neither the Board, nor any Committee, nor any member thereof shall be liable to the Association, to any Owner, or to any person deriving an interest through an Owner for any damage, loss, or prejudice suffered or claimed on account of: (i) the approval or disapproval of any plans, drawings, and specifications, whether or not defective; (ii) the construction or performance of any work, whether or not pursuant to approved plans, drawings, and specifications; or (iii) the development of any property within the Project; *provided, however*, that the Board, the Committee, or such member has acted in good faith on the basis of such information as may be possessed by it or him or her. Without limiting the generality of the foregoing, the Board or any Committee may, but is not required to, consult with or hear the views of the Association or any Owner with respect to any plans, drawings, specifications, or any other proposal submitted for approval pursuant to this Article 7. Every purchaser, by acquiring title to a Unit or portion thereof agrees not to bring any action or suit against the Board, the Committee, or its or their members seeking to recover any such damages.
- 7.22 Compliance with Governmental Requirements. The Owner of the Unit is required to obtain all permits and governmental authorizations, if any, required for any work done within such Owner's Unit and such Owner must comply with all applicable zoning and building codes as well as other applicable laws and ordinances. The Owner of each Unit is solely responsible for complying with any applicable building permit process or other governmental requirements with respect to any work done upon the Owner's Unit. Submission of a request for approval by the Board and the review and approval of any proposals, plans, or other submittals shall in no way be deemed to be satisfaction of or compliance with any building permit process or any other governmental requirements, nor shall it constitute the assumption of any responsibility by or impose any liability on the Association, the Board, the Committee, or its or their members as to the accuracy, efficacy, or sufficiency thereof. When Architectural approval standards of the Association are more stringent than applicable governmental standards, the more stringent standards of the Association shall apply, notwithstanding the fact that governmental approval may have been obtained based on governmental standards that are less stringent than those of the Association.

ARTICLE 8 ASSESSMENTS AND LIENS

- 8.1 Covenant of Owner. Each Owner of a Unit within the Project, by acceptance of a deed or other conveyance thereof, whether or not it shall be so expressed in such deed or conveyance, shall be deemed to have covenanted and agreed to pay to the Association all: (i) Regular Assessments, (ii) Special Assessments,

(iii) Reimbursement Assessments, and (iv) Enforcement Assessments levied by the Association as hereinafter provided, together with all Additional Charges.

- 8.1.1 Association's Power to Collect. Such deed or conveyance shall be deemed to vest in the Association the right and power to initiate all actions and procedures as the Board shall deem necessary or appropriate for the collection of such Assessments and Additional Charges and for the enforcement of the liens hereinafter provided for.
- 8.1.2 Assessments Are a Personal Obligation. Assessments levied by the Association pursuant to this Declaration, together with all Additional Charges, shall be a personal debt and obligation of the Owner against whom they are assessed, and shall bind his or her heirs, devisees, personal representatives, successors, and assigns.
- 8.1.3 Obligation Runs with the Land. The obligation to pay Assessments and Additional Charges and the right and power of the Association to initiate all actions and procedures for collection shall run with the land, so that each successive Owner or Owners of any Unit shall, in turn, become liable to pay all such Assessments and Additional Charges assessed that become due and payable during the time he or she is Owner of such Unit.
- 8.1.4 Owner's Liability After Transfer. After an Owner transfers of record his or her interest in any Unit, he or she shall not be liable for any Assessments levied thereafter with respect to such Unit. Such Owner shall remain personally liable, however, for all unpaid amounts due and owing at the time of transfer, together with Additional Charges accruing until time of collection. No assumption of personal liability by a successor Owner shall relieve any Owner from personal liability for delinquent Assessments. A Contract Seller of any Unit shall continue to be liable for all Assessments and Additional Charges until a conveyance by deed of such Unit is recorded in the Office of the County Recorder.
- 8.2 Creation of Lien. Each Assessment levied by the Association pursuant to this Declaration, together with all Additional Charges, shall be a charge upon the land and upon levy shall be secured by a continuing lien upon the property against which such Assessment is levied. The Association shall have a separate lien and a separate lien is hereby created upon each Unit to secure the payment of any such Assessments and Additional Charges as may be levied under this Declaration.

- 8.2.1 Lien Is Continuing. The lien provided for herein shall continue to secure all Assessments and Additional Charges levied upon any Unit notwithstanding the transfer of record title to such Unit, and any such transfer shall be subject to the Association's lien, provided that, prior to such transfer, a notice of delinquent assessment has been recorded as provided in the Declaration and by law.
- 8.2.2 Priority of Association's Assessment Liens. The priority of all such liens on each Unit shall be in inverse order so that upon the foreclosure of the lien for any particular charge on any Unit, any sale of such Unit pursuant to foreclosure of the lien will be made subject to all liens securing Assessments and Additional Charges on such Unit that become due and payable subsequent to the lien being foreclosed upon.
- 8.3 Purpose of Assessments. The Assessments levied by the Board shall be used exclusively to pay for the costs of management and operation of the Project, of conducting the business and affairs of the Association, to promote the recreation, health, safety, welfare, benefit, and interests of the Owners and Residents in the Project, and for the improvement and maintenance, repair, and replacement of the Common Area and, to the extent provided for in the Governing Documents or by law, of the Units situated within the Project or which, in the opinion of the Board, shall be deemed to be necessary or proper for the management of the Project or of the affairs of the Association, or the benefit of the Owners, or for the enforcement of the Governing Documents.
- 8.4 Funds to Be Held in Association Name. Unless otherwise determined by the Board, the Association shall maintain at least two (2) separate accounts in one (1) or more banks or other depositories selected by the Board, which accounts shall be clearly designated Edgewater Isle South Condominium Owners' Association Operating Account and Edgewater Isle South Condominium Owners' Association Reserve Account. The Assessments collected by the Association shall be properly deposited into such accounts. Withdrawal of funds from Association accounts shall be subject to the requirements of Section 10.4 of the Bylaws ("Checks, Drafts, and Evidences of Indebtedness").
- 8.5 Funds Held in Trust for Owners. The Assessments collected by the Association shall be held in trust by the Association for and on behalf of each Owner. Upon sale or transfer of any Condominium by any Owner, the Owner's interest in the funds held in trust by the Association shall terminate and shall be deemed automatically transferred to the successor-transferee of such Owner.
- 8.6 Authority of the Board to Levy Assessments. The Board shall have the power and the duty to levy Regular Assessments and Special Assessments sufficient to

meet the Association's obligations under the Governing Documents and applicable law.

8.7 Regular Assessment.

8.7.1 Calculation of Estimated Requirement. Prior to the beginning of each fiscal year, the Board shall estimate the net funds required by the Association for such fiscal year to manage, administer, operate, and maintain the Project; to conduct the affairs of the Association; and to perform all of the Association's duties in accordance with the Governing Documents, including a reasonable amount allocated to contingencies and to a reserve fund for restoration, repair, and/or replacement of those components for which the Association is responsible and which must be repaired or replaced on a periodic basis. The amount of estimated required funds shall constitute the Regular Assessment.

8.7.2 Allocation of Regular Assessment. The Board shall allocate and assess the Regular Assessment among the Condominiums as follows:

- (i) amounts for painting and reserves for painting; amounts for maintenance, repair, and replacement of roofs, including reserves; and amounts for insurance and reserves, shall be allocated based upon the pro rata square footage of a Unit to the overall square footage of all the Units within the Project as set forth Exhibit D, and
- (ii) amounts for all other items shall be allocated equally among all of the Units.

8.7.3 Payment of Regular Assessment. Unless the Board shall designate otherwise, Regular Assessments shall be levied on an annual basis and shall be paid in twelve (12) equal monthly installments during the fiscal year, and each installment shall be due and payable on the last day of each month.

8.7.4 Notice of Regular Assessment. Not less than thirty (30) days and not more than ninety (90) days prior to the beginning of each fiscal year, the Board shall send to each Owner a notice of the amount of the Regular Assessment allocated to his or her Condominium, except that if there is an increase in the Regular Assessment over the previous year, in compliance with *Civil Code* section 5615 the notice shall be provided by Individual Delivery to the Owner not less than thirty (30)

days and not more than sixty (60) days before the due date of the increased Regular Assessment.

- 8.7.5 Permitted Increase in Regular Assessment. Pursuant to *Civil Code* section 5605(b), except as otherwise provided by law, the Board shall not increase the Regular Assessment for any fiscal year above the amount of the Regular Assessment for the preceding fiscal year by more than twenty percent (20%) (or such other limitation on the increase as may be imposed by law), except upon the affirmative vote of a majority of Members voting on any such increase in the Regular Assessment, provided that a quorum is established. For purposes of the preceding sentence and to the extent required pursuant to *Civil Code* section 5605(c), a quorum shall mean more than fifty percent (50%) of the Members of the Association, notwithstanding any lower quorum requirement which may be set forth in the Bylaws.
- 8.7.6 Revised Regular Assessment. Subject to the provisions of Section 8.7.5 ("Permitted Increase in Regular Assessment") or as otherwise permitted by law, if at any time during the course of any year, the Board determines the amount of the Regular Assessment to be inadequate, by reason of a revision of its estimate of either expenses or income or otherwise, the Board shall have the right, at a regular or special meeting of the Board, to revise the Regular Assessment for the balance of the fiscal year. To the extent required by *Civil Code* section 5615, notice of any such increase shall be given to the Members by Individual Delivery and such revised Regular Assessment shall become effective on the first day of the next month that is at least thirty (30) days and not more than sixty (60) days after the date of such notice.
- 8.7.7 Failure to Fix Regular Assessment. The failure or omission by the Board to fix or levy any Regular Assessment before the expiration of any fiscal year, for that fiscal year or the next fiscal year, shall not be deemed either a waiver or a modification in any respect of the provisions of this Declaration, or a release of any Owner from the obligation to pay Assessments or any installment thereof for that or any subsequent year, but the amount of the Regular Assessment fixed for the preceding fiscal year shall be the amount of the Regular Assessment for the ensuing fiscal year until a new Regular Assessment is levied.

8.8 Special Assessments.

- 8.8.1 Purpose of Special Assessments. If at any time during any fiscal year the Regular Assessment proves inadequate for any reason, including nonpayment of any Owner's share thereof or the unexpected repair, replacement, or reconstruction of improvements located in the Project, or if funds are otherwise required for any authorized activity of the Association, the Board may levy a Special Assessment in the amount of such actual or estimated inadequacy or cost.
- 8.8.2 Permitted Amount of Special Assessments. Except in the case of an emergency situation as defined in *Civil Code* section 5610, in any fiscal year the Board may not levy Special Assessments which, in the aggregate, exceed five percent (5%) of the budgeted gross expenses of the Association for that fiscal year (or such other limitation on the amount as may be imposed by law), except upon the affirmative vote of a majority of the Members voting on any such Special Assessment, provided that a quorum is established. For purposes of the preceding sentence and to the extent required pursuant to *Civil Code* section 5605(c), a quorum shall mean more than fifty percent (50%) of the Members of the Association, notwithstanding any lower quorum requirement which may be set forth in the Bylaws.
- 8.8.3 Allocation of Special Assessments. Special Assessments shall be allocated and assessed among the Condominiums in the same manner as Regular Assessments except that a Special Assessment for the purpose of repairing, restoring, or reconstructing the Common Area after major damage shall be allocated based on the square footage of each Unit, as provided in Section 11.3.3 ("Insurance Proceeds Equal Eighty-five Percent or More") and Section 11.4 ("Bid to Rebuild Is Accepted").
- 8.8.4 Notice of Special Assessment. Upon the imposition of a Special Assessment or an increase in a Special Assessment, in compliance with *Civil Code* section 5615 notice thereof shall be given to each Owner by Individual Delivery, not less than thirty (30) days and not more than sixty (60) days prior to the due date of the Special Assessment.
- 8.8.5 Payment of Special Assessments; Cost of Payment Plans. Special Assessments shall be payable in a lump sum or in installments as may be determined by the Board with regard to each Special Assessment when it is imposed. If the Association incurs additional expenses because of a payment method selected by an Owner (for example, but

not limited to, paying a Special Assessment in installments instead of in a lump sum), the Association may charge such expense to the Owner as an Additional Charge or as a Reimbursement Assessment. Nothing in this Section 8.8.5 shall be deemed to obligate the Association to offer or permit alternate payment plans.

8.9 Application of Surplus Funds (IRS Resolution). If, as of the end of any fiscal year, there is an excess of membership income over membership expenses as defined in Internal Revenue Code section 277 for the year ended, the Board shall determine, without the need for a Member vote, whether such excess shall be applied to reserves and deposited in the Association's Reserve Account or shall be applied against the subsequent tax year's Member Assessments as provided in Internal Revenue Service Revenue Ruling 70-604. If the Board does not determine to so apply such excess membership income to reserves or to the subsequent year's Member Assessments, any other lawful disposition of such excess income shall be as determined by the vote of the Members.

8.10 Reimbursement Assessments. The Board, after notice and a hearing as provided for in Section 14.11 ("Notices: Content, Delivery") and Section 14.12 ("Hearing Called by the Board; Executive Session; Open Meeting"), may levy a Reimbursement Assessment against an Owner and his or her Condominium:

- (a) To reimburse the Association for costs incurred to maintain, repair, or replace property (including property within a Unit) when such damage is due to the act or neglect of such Owner, his or her Contract Purchaser, or member of his or her household, pet, tenant, invitee, or guest, or as otherwise provided in the Governing Documents;
- (b) If the failure of such Owner, his or her Contract Purchaser, or member of his or her household, pet, tenant, invitee, or guest to comply with any provision of the Governing Documents has necessitated or resulted in an expenditure of funds by the Association to deal with such lack of compliance or to bring such person or the Condominium into compliance;
- (c) To reimburse the Association for any costs of collecting from an Owner any amount the Owner is obligated to pay the Association.

Without limiting the generality of the foregoing, and to the fullest extent permitted by law, all costs including attorney fees, incurred by the Association to enforce Section 5.8 ("Restriction on Businesses"), Section 5.14 ("Animals"), Section 6.7 ("Association As Third Party Beneficiary"), Section 6.8 ("Indemnification Regarding Tenants' Actions"), Section 8.18 ("Assignment of Rents As Security for Payment"), and Section 14.6 ("Injunctions"), or to defend any claim arising or alleged to arise from any

of the foregoing sections, shall be reimbursed to the Association as a Reimbursement Assessment. Any Reimbursement Assessment shall be due and payable to the Association when levied.

- 8.11 Enforcement Assessments. Subject to the requirements set forth in Section 14.8 ("Imposing Sanctions"), the Board may levy an Enforcement Assessment (and any fine or monetary penalty imposed by the Board in accordance with the provisions of the Governing Documents shall be deemed to be such an Enforcement Assessment), for violation of any of the provisions of the Governing Documents. Any Enforcement Assessment shall be due and payable to the Association when levied.
- 8.12 No Offsets. All Assessments levied by the Board shall be payable in the full amount specified, including any Additional Charges imposed as provided by the terms of this Declaration, and no offsets against any such amounts shall be permitted for any reason whatsoever, including without limitation a claim that the Association has failed to properly exercise its duties of maintenance or enforcement.
- 8.13 Bad Checks. An Owner who writes a check to the Association on insufficient funds shall be charged a service fee in the amount permitted by *Civil Code* section 1719 and may be liable for damages to the Association in an amount equal to three (3) times the amount of the bad check, as provided by statute.
- 8.14 Delinquent Assessments, Acceleration in the Event of Delinquency. Any installment or other portion of an Assessment not received within fifteen (15) days after its due date shall be delinquent and, to the fullest extent permitted by law including *Civil Code* section 5650(d), shall be subject to (i) a late charge, (ii) thirty (30) days after the due date, interest not to exceed the maximum rate permitted by law, and (iii) all other Additional Charges. If any monthly installment of the Regular Assessment or any installment of a Special Assessment that has been levied or is permitted to be paid on an installment basis is delinquent for a period of sixty (60) days, the Association may, but shall not be obligated to, declare the entire balance of the Regular Assessment or the Special Assessment immediately due and payable together with all other delinquent amounts.
- 8.15 Enforcement by Action at Law or Foreclosure. The Board, on behalf of the Association, may enforce the payment of any delinquent Assessment plus Additional Charges by bringing an action at law against any Owner personally obligated to pay the same, or by foreclosing the lien against the Owner's Condominium by judicial or non-judicial foreclosure, to the fullest extent permitted by law. To the extent prohibited by *Civil Code* section 5725(b), the amount of an Enforcement Assessment may not become a lien that is enforceable by non-judicial foreclosure.

- 8.15.1 Pre-lien Notice. At least thirty (30) days prior to recording a Notice of Delinquent Assessment against a Condominium to collect a debt that is past due, the Association shall provide written notice to the Owner(s) of the Condominium, as required by *Civil Code* section 5660 ("Pre-lien Notice").
- 8.15.2 Prior to Recording a Lien. Prior to recording a Notice of Delinquent Assessment, the Association shall comply with all applicable requirements imposed by law, including offering to participate in internal dispute resolution (Section 14.16 of this Declaration) or Alternative Dispute Resolution (Section 14.17 of this Declaration) to the extent required pursuant to *Civil Code* section 5670 and making the decision to record a lien for delinquent Assessments at an open meeting of the Board, to the extent required pursuant to *Civil Code* section 5673.
- 8.15.3 Owner's Right to Discuss Payment Plan. To the extent provided in *Civil Code* section 5665, an Owner may submit to the Board a written request to discuss a payment plan for a debt noticed in a Pre-lien Notice. If the Owner's written request is mailed to the Board (as evidenced by a postmark or receipt of mailing) within fifteen (15) days after the postmark on the Pre-lien Notice, the Board shall meet with the Owner within forty-five (45) days of the postmark date of the Owner's written request, unless there is not a regularly scheduled Board meeting within the period, in which case the Board, in its discretion, may hold a special meeting in executive session to meet with the Owner or may designate a committee of one (1) or more Board members to meet with the Owner.
- 8.15.4 Notice of Delinquent Assessment. The amount of the past due debt noticed in the Pre-lien Notice shall be a lien from and after the recording of a Notice of Delinquent Assessment. No later than ten (10) days after recordation, a copy of the Notice of Delinquent Assessment shall be mailed by certified mail in compliance with *Civil Code* section 5675 to every person whose name is shown as an Owner of the Condominium in the Association records or in such manner and to such persons as may be required by applicable law.
- 8.15.5 Delinquent Assessments of Less Than \$1,800. To the extent provided in *Civil Code* section 5720(b), delinquent Assessments totaling less than One Thousand Eight Hundred Dollars (\$1,800) that are less than twelve (12) months delinquent may not be collected by judicial or non-judicial foreclosure, but may be collected in any other manner provided

by law including a civil action in small claims court to the extent provided in *Civil Code* section 5720(b)(1) or recording a lien as provided in *Civil Code* section 5720(b)(2). Prior to recording such a lien, the Association shall offer to participate in internal dispute resolution (Section 14.16 of this Declaration) to the extent required by *Civil Code* section 5720(b)(2).

- 8.15.6 Initiating Foreclosure. As provided in *Civil Code* section 5700(a), no procedures shall be initiated to foreclose the lien securing any noticed past due debt under this Article 8 until after the expiration of thirty (30) days following the recording of a Notice of Delinquent Assessment. To the extent required pursuant to *Civil Code* section 5705(b), the Association shall offer to participate in internal dispute resolution (Section 14.16 of this Declaration) or Alternative Dispute Resolution (Section 14.17 of this Declaration). To the extent required by *Civil Code* section 5705(c), a decision to initiate foreclosure shall be made only by the Board in an executive session meeting.
- 8.15.7 Amount Due and Payable. Except with respect to the amount of any Enforcement Assessment, upon the recording of the Notice of Delinquent Assessment referred to above, the Association may, at its option, declare the entire balance of all sums then due or to become due from the Owner, immediately due and payable, which total sum may then be included in any suit, action, or other procedure initiated to collect said sums, including all Additional Charges.
- 8.15.8 Notice of Initiating Foreclosure. To the extent required pursuant to *Civil Code* section 5705(d), the Association shall provide written Notice of Initiating Foreclosure to the record Owner of the Condominium, including notice by personal service to any resident Owner.
- 8.16 Power of Sale. Each Owner does hereby appoint the Association as trustee to enforce and to foreclose any lien which is established pursuant to the terms of this Declaration, by private power of sale, as provided in Division III, Part 4, Title 14, Chapter 2, Article 1, (section 2920 and following) of the *Civil Code* of the State of California, and does further grant to the Board of Directors, on behalf of the Association, the authority and power to sell the Condominium of such Owner in the event of any default in payment of any Assessments or Additional Charges levied against such Condominium, for lawful money of the United States, to the highest bidder, to satisfy said lien. The Association, as trustee for the remaining Owners, or any other Owner, may purchase the Condominium at said sale.

- 8.17 Right of Redemption. To the extent provided pursuant to *Civil Code* section 5715(b), a non-judicial foreclosure to collect delinquent Assessments shall be subject to a right of redemption.
- 8.18 Assignment of Rents As Security for Payment. As security for the payment of all liens provided for under this Declaration, each Owner hereby gives to and confers upon the Association the right, power, and authority during the continuance of such ownership to collect the rents, issues, and profits of the Owner's Condominium, reserving unto the Owner the right, prior to any default by such Owner in performance of that Owner's obligations under the Governing Documents in payment of any indebtedness to the Association, to collect and retain such rents, issues, and profits as they become due and payable. Upon any such default, the Association may (i) instruct the tenant to pay rent to the Association as and when such rents become due, or (ii) at any time upon ten (10) days' written notice to such Owner (either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for such indebtedness) in its own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and in either event apply the same, less costs and expenses of operation and collection, including reasonable attorney fees, upon any such indebtedness, and in such order as the Association may determine or as required by applicable law. Owner waives the giving of any and all notices required by the laws of the State of California in order for the Association to exercise the rights provided by this Section 8.18. The collection of such rents, issues, and profits, and the application thereof as aforesaid, shall not cure or waive any default under the Governing Documents or invalidate any act done pursuant to this Declaration. The assignment of rents and powers described in this Section 8.18 shall not affect, but shall in all respects be subordinate to, the rights and power of the holder of any First Mortgage on any Condominium, or any part thereof, to do the same or similar acts.
- 8.19 Remedies Are Cumulative. The Board may commence any procedure for the collection of delinquent Assessments upon its own decision. The remedies provided in this Declaration for collection of delinquent Assessments shall be cumulative and not exclusive; that is, the Association may use one (1) or more or all of the available remedies to collect delinquent Assessments to the fullest extent permitted by law.
- 8.20 Partial Payments. The Association's acceptance of a partial payment, whether voluntary or involuntary, shall not prevent the Association from pursuing any or all of its available collection remedies.
- 8.21 Certificate of Satisfaction and Release of Lien. Upon payment in full of a delinquent Assessment, including any Additional Charges, or the satisfaction thereof, the Board shall cause to be recorded, in the same manner as the Notice

of Delinquent Assessment, a further certificate stating the satisfaction thereof and the release of the lien.

- 8.22 Subordination to Lien of First Mortgage. Except as otherwise expressly provided by law, the lien securing each of the Assessments provided for under this Declaration shall have priority as of the date of recordation of the Notice of Delinquent Assessment as provided in Section 8.15.4, over all other liens and encumbrances applicable to the Condominiums; *provided, however*, that such Assessment lien shall be subordinate to the lien of any First Mortgage recorded against the Condominium prior to the date the Notice of Delinquent Assessment was recorded; and *provided, further*, that such subordination shall apply only to the Assessments which have become due and payable prior to the sale of such property pursuant to a decree of foreclosure of any such First Mortgage, or pursuant to a power of sale contained in any such First Mortgage. Such foreclosure sale shall not relieve such property from liability for any Assessments and Additional Charges becoming due after the sale of such property pursuant to a decree of foreclosure of any such First Mortgage, or pursuant to a power of sale contained in any such First Mortgage, nor from the lien of any subsequent Assessment, including Assessments levied against all Condominiums proportionately to compensate for the unpaid Assessments and Additional Charges, which shall constitute a lien upon the purchased Condominium in accordance with this Article 8.
- 8.23 Waiver of Exemptions. Each Owner, to the extent permitted by law, does hereby waive, to the extent of any liens created pursuant to this Declaration, the benefit of any homestead or exemption laws of the State of California in effect at the time any Assessment or installment thereof becomes delinquent or any lien is imposed pursuant to the terms of this Declaration.
- 8.24 Property Exempt from Assessments. The following property subject to this Declaration shall be exempt from the Assessments, Additional Charges, and liens created herein:
- (a) All property dedicated to and accepted by the City or County or other local public authority and devoted to public use;
 - (b) Any Condominium which is owned by the Association as a result of the Association having acquired such Condominium through foreclosure; *provided, however*, that such exemption shall apply only during the period in which the Association is record owner of such Condominium; and
 - (c) All Common Area.

ARTICLE 9 MAINTENANCE OF PROPERTY

9.1 Association's Responsibility for Common Area Generally. The Master Association has maintenance, repair, and replacement responsibilities over some components of the Common Area, as more specifically set forth in the master Declaration. The Association has the exclusive right and responsibility to provide maintenance, repair, and replacement of the Common Area (including Exclusive Use Common Area) and all the Common Area buildings and improvements thereon, including but not limited to interior and exterior portions of the fire sprinkler systems located within the Common Area buildings and within the Units, walkways, landscaping, lighting, irrigation systems and equipment, plants, shrubs and trees, fences, railings and gates (but not for Patio space gates), pool and hot tub and equipment and facilities thereon, and for the general cleaning and maintenance of the parking areas, and for all other real and/or personal property that may be acquired by the Association, keeping such property in good condition and repair; *provided, however*, that the Association shall not be responsible for maintenance, repair and replacement of any portion of the Project to the extent it is the responsibility of the Master Association pursuant to the Master Declaration; and *provided, further* that the Association shall not be responsible for maintenance, repair, or the day-to-day upkeep of Exclusive Use Common Area to the extent the responsibility therefor is expressly assigned to one (1) or more Owners, as set forth in Section 9.2 ("Owner's Responsibility for Exclusive Use Common Area"). Without limiting the generality of the foregoing:

9.1.1 Landscaping; Janitorial; Painting. The Association shall specifically be responsible for providing lighting, landscaping, irrigation systems and pipes and equipment, gardening (including periodic replacement, as the Board deems necessary, of trees, shrubs, and other plants upon the Common Area), and janitorial services for the Common Area, as needed, and shall cause any and all other acts to be done which may be necessary to assure the maintenance of the Common Area in good condition and repair, including painting of the exterior surfaces of the building(s) and such other portions of the Common Area as the Board, in its discretion, determines to be necessary.

9.1.2 Common Area Utilities and Services. The Master Association shall obtain for the benefit of the Owners and the Residents such utilities and services for the Common Area as the Master Board shall determine beneficial. The Master Association shall maintain all utility installations located in the Common Area except for (i) those that are maintained by public or private utility companies or agencies and (ii) utility installations that are part of a Unit as defined in Section 1.50. The Master Association shall pay all charges for utilities supplied to the

Project except for those metered or charged separately to the Units or to the subassociations.

9.1.3 Levee. The Master Association shall maintain, repair and replace the Levee adjacent to the Project. The Association shall adopt Rules and regulations for the use of the Levee and shall coordinate enforcement of Rules with the Master Association and with the City.

9.1.4 Owner's Cooperation. Unit Owners and Residents shall cooperate with the Board and its agents in the performance of maintenance, repair, or replacement by the Association of any portion of Common Area that is the Association's responsibility, including, by way of example only, painting of the exterior surfaces of the buildings adjacent to the Deck or Patio area, or maintenance, repair, or replacement by the Association of the windows, window frames and hardware, exterior doors and garage doors serving the Units, and for maintenance, repair, and replacement of fences or railings surrounding the Deck or Patio space, or inspection and certification of fire safety and other life safety systems.

9.1.5 Employees or Independent Contractors. The Association may perform its obligations and provide such services as the Board shall determine through employees of the Association or through independent contractors. In either case, Residents or Owners shall not interfere with or attempt to instruct any of such persons in the performance of their duties.

9.2 Owner Responsibility for Exclusive Use Common Area.

9.2.1 Electric Vehicle Charging Station. An Owner whose request to install an electric vehicle charging station ("EVCS") pursuant to Section 7.2.16 and Section 7.3.2 was approved by the Board shall be responsible at such Owner's sole cost and expense for the maintenance, repair and replacement of the EVCS and for all cost and expense associated with the removal of an EVCS, including the costs and expense to restore the Common Area or Exclusive Use Common Area to its pre-installation condition.

9.2.2 Deck. Each Owner shall be responsible at such Owner's sole expense for day-to-day upkeep of the Deck space appurtenant to his or her Unit, keeping such space broom clean and free of debris. Sliding glass door tracks must be kept clean and free of dirt and debris. Nothing shall be placed on the railing of the Deck. Nothing shall be placed on the floor of the Deck that will trap moisture. In particular, spacers must

be placed under any potted plants. Owners shall maintain and repair, but not paint or replace the interior surfaces of the Deck, including the railing.

9.2.3 Fireplace. Each Owner shall be responsible at such Owner's sole expense for maintenance, repair, and replacement of the fireplace box and flue damper of the Fireplace serving his or her Unit and for periodic cleaning of the chimney flue.

9.2.4 Garage and Garage Door Hardware. Each Owner shall be responsible at such Owner's sole expense for day-to-day upkeep of the Garage space appurtenant to his or her Unit, keeping the space broom clean and sanitary, and for maintenance, repair, and replacement of the garage door opening system, automatic garage door opener and equipment, and all interior garage door hardware (for example, springs). Owners shall maintain and repair, but not replace the interior surfaces of the Garage space. Each Garage space shall be maintained so that at all times at least one (1) vehicle of the Residents of the Unit can be parked inside the Garage. All storage within the Garage shall be maintained in a safe and sanitary condition. The Association shall maintain, repair, and replace the Garage doors and the exterior hardware of the Garage doors.

9.2.5 Patios and Gates. Each Owner shall be responsible at such Owner's sole expense for day-to-day upkeep of the Patio space, cement, decking, wooden surfaces, gates, and rocks of his or her Condominium, keeping such space broom clean and free of debris. Owners shall maintain and repair, but not replace the interior slab of the patio space; *provided, however*, that Owners shall maintain, repair, and replace any Owner-altered or installed replacement patio slab or surface. Each Owner shall also be responsible for all landscaping within the Patio area including periodic replacement when necessary of dead or dying plants and spacers must be placed under any potted plants. Plant growth must be contained within the Patio space and shall be no higher than eight feet (8'), which is the height of the lower half of the patio board strip of the Patio space. Patio sloping must be maintained in such a manner to allow for drainage away from the building exterior surfaces. Sliding glass door tracks must be kept clean and free of dirt and debris.

9.2.6 Other Exclusive Use Common Area Items. Each Owner shall be responsible at such Owner's sole expense for the following:

- (i) maintenance, repair, and replacement the hardware, locks and keys of the exterior doors;
- (ii) maintenance, repair, and replacement of window glass, and for maintenance, repair and replacement of window screens and door screens, and for the periodic cleaning of windows and skylights;
- (iii) maintenance, repair, and replacement of internal and external wiring and cables for telephone, internet and television.

9.3 Owner's Responsibility for Unit. Each Owner shall be responsible at such Owner's sole expense for providing maintenance, repair, and replacement of his or her Unit or any portion thereof, as defined in Section 1.50 ("Unit"), and the contents thereof, including the appliances, fixtures, equipment, furnishings, hot water heaters, heating equipment, and air-conditioning equipment (if any), and including any and all upgrades thereto, keeping the same in a clean, sanitary, workable, and attractive condition. Without limiting the generality of the foregoing:

9.3.1 Interior Decorating. Interior decorating of Units is subject to the provisions of Section 7.2.12 ("Interior Decoration of Unit").

9.3.2 Plumbing Repairs; Leaks; Owner's Responsibility to Report. Without limiting the generality of Section 9.3, each Owner shall be responsible at such Owner's sole expense for providing maintenance, repair, and replacement of all appliances and plumbing fixtures and all hoses and connections including but not limited to wax seals for toilets; supply hoses and connections to toilets, sinks, tubs, showers, dishwashers, clothes washers, and refrigerators; and the hoses, connections, and tank of the water heater serving the Unit exclusively. Except for work performed at the direction of the Association by employees of the Association, if any, only licensed and bonded plumbers are permitted to perform plumbing repairs within the Project.

Each Owner shall be responsible for insuring that plumbing clean-out areas located within the Patio, Unit or Garage are maintained in such a manner that they are kept clear and free of blockage.

With a view to minimizing both immediate and consequential damage to the property (such as mold) and costs for both the Association and Unit Owners, water or sewage backups or overflows or leaks within or into a Unit must be reported immediately to the Association for repair by or at the direction of the Association.

The fact that the Association responds to any water damage incident or performs or arranges for the performance of repairs or mitigation or other remediation shall not alter the financial responsibility of the Owner(s) and the Association, respectively, for the water damage as otherwise provided in the Declaration. Without limiting the generality of the preceding sentence, an Owner may be liable to the Association for the cost of maintenance, repair, or replacement due to damage as provided in Section 9.9 ("Owner's Liability to Association for Negligent Damage") and may be liable to other Unit Owners or Residents as provided in Section 9.10 ("Owner's Liability to Other Unit Owners or Residents").

9.3.3 Owner's Responsibility for Owner-installed Windows; Responsibility Runs with the Land. Notwithstanding the fact that exterior windows constitute Common Area which the Association is ordinarily responsible to maintain, repair, and replace, in the case of Owner-installed replacement windows that are not consistent with the Association's "building standard," the Owner installing the same shall be responsible for maintenance, repair, and replacement (when necessary) of the window frame and the window sash of the Owner-installed replacement windows. The foregoing responsibility shall run with the land and shall be binding upon the Owner who installed the window and each successor Owner of the Unit, unless and until the Owner replaces the window with the Association's building standard window at the time, in which case the Association shall at that time once again assume responsibility for maintenance, repair, and replacement of the window frame and window sash to the same extent it would otherwise be responsible pursuant to the Declaration. Nothing in this Section 9.3.3 shall be deemed to authorize Owner installation of any window without obtaining prior written approval pursuant to Article 7 ("Architectural Approval").

9.3.4 Architectural Approval; Structural Integrity of Buildings. Each Owner's rights and responsibilities for maintenance, repair, and replacement are subject to all applicable provisions of the Governing Documents, including but not limited to Article 7 ("Architectural Approval"). Nothing in this Section 9.3 shall be construed to permit any interference with or damage to the structural integrity of any building.

9.4 Moving Fee. The Association may charge a reasonable fee, including a refundable damage deposit, to a Unit Owner to cover costs of administering the moving in or moving out of a Unit by a Unit Owner or the tenants or other

occupants of a Unit, or the moving of furniture, equipment, or other large objects into or out of a Unit that may cause damage to the Common Area.

- 9.5 Wood Destroying Organisms; Owner's Duty to Prevent and Notify. To the extent provided in *Civil Code* sections 4780(a) and 4785, the Association shall be responsible for and shall have the authority to perform maintenance and repair of the Common Area occasioned by the presence of wood destroying pests or organisms, including decay, dry rot, and termites. Notwithstanding the foregoing, every Owner and Resident shall be responsible for taking reasonable measures to prevent conditions that may cause such damage, including but not limited to use of proper spacers under planters and other objects that may trap moisture, stacking of firewood on racks, and prompt removal of leaves, dirt, and other debris and may be liable to the Association for the cost of maintenance, repair, or replacement due to damage as provided in Section 9.9 ("Owner's Liability to Association for Negligent Damage"). Each Owner shall promptly notify the Association of any water or sewage backups or overflows, any water leaking within or into his or her Unit, or if infestation by or damage from wood destroying organisms anywhere in the Project is discovered.

- 9.5.1 Temporary Removal of Residents. The Association may cause the temporary removal of any Owner or Resident for such periods and at such times as necessary for prompt, effective treatment of wood destroying pests or organisms. The costs of the temporary relocation shall be borne by the Owner or Resident of the Units affected.

- 9.5.2 Notice. Not less than fifteen (15) nor more than thirty (30) days' notice of the need to temporarily vacate shall be given to Owners and Residents by Individual Delivery. The Notice shall state:

- (i) the reason for the temporary relocation,
- (ii) the date and time of the beginning of treatment,
- (iii) the anticipated date and time of termination of treatment, and
- (iv) the Residents will be responsible for their own accommodations during the temporary relocation.

- 9.6 Authority for Entry of Unit or Exclusive Use Common Area. The Association or its agents shall have the right to enter any Unit or any portion of Exclusive Use Common Area, whenever such entry is necessary, at the Board's discretion, for purposes of inspection and/or in connection with the performance of any maintenance, repair, construction, or replacement for which the Association is responsible or which it is authorized to perform. Such entry shall be made with

as little inconvenience to the Residents as practicable and only upon reasonable advance written notice of not less than twenty-four (24) hours, except that in emergency situations notice shall be given as the situation reasonably permits.

- 9.7 **Board's Discretion to Require Maintenance.** The Board shall have the discretion to determine whether any maintenance, repair, or replacement that is the responsibility of an Owner, including within a Unit, is necessary to preserve the appearance and value of the property within the Project or any portion thereof and may notify an Owner of the work the Board deems necessary. In the event an Owner fails to perform such work within sixty (60) days after notification by the Board to the Owner, the Board may, after written notice to the Owner and the right of a hearing before the Board pursuant to Section 14.12 ("Hearing Called by the Board; Executive Session; Open Meeting"), cause such work to be done and charge the cost thereof to the Owner as a Reimbursement Assessment.
- 9.8 **Limitation of Association's Liability.** The Association shall not be responsible or liable for damage to a Condominium or its contents, except to the extent arising from the negligence of the Association, its employees, contractors, or agents.
- 9.9 **Owner's Liability to Association for Negligent Damage.** In the event the need for any maintenance, repair, or replacement performed by the Association is caused by the willful or negligent act or omission of an Owner or a Resident, a member of his or her household, pets, tenants, invitees, or guests, the cost of such maintenance, repair, or replacement not covered by insurance, including any applicable insurance deductible and the cost of materials, labor, supplies, and services shall be charged to, and paid by, the Owner of the Condominium in the form of a Reimbursement Assessment.
- 9.10 **Owner's Liability to Other Unit Owners or Residents.** In the case of damage to a Condominium or its contents arising or allegedly arising from another Unit or the conduct of the Owner or Resident of another Unit (for example and not by way of limitation, damage to a Unit resulting from water leaking from another Unit), if any affected party or their insurers should assert claims against the Owner or Resident of another Unit to recover damages, any such claims shall not alter the obligation of each Unit Owner as provided in this Declaration to maintain, repair, and replace their respective Units; to carry insurance; and to perform and/or pay for repairs or reconstruction of their Unit in the event of casualty. Moreover, any such claims shall not affect the authority of the Board to enforce a Unit Owner's obligations with respect to his or her own Unit under the Declaration and shall not obligate the Association or the Board to intervene in any such claims or disputes between Unit Owners or Residents.

ARTICLE 10 INSURANCE

- 10.1 Insurance Coverage to Be Maintained by Association. The Association shall procure and maintain, as a common expense of all Owners, the types of insurance described in Section 10.3 ("Hazard Insurance to Be Maintained by Association"), Section 10.4 ("Commercial General Liability Insurance to Be Maintained by Association"), and Section 10.5 ("Other Insurance to Be Maintained by Association"), if and to the extent such insurance, with the coverages described below, is available at a reasonable premium cost.
- 10.2 Premiums. The costs of insurance maintained by the Association or pursuant to this Declaration shall be a common expense of the Association and shall be included in the Annual Assessment.
- 10.3 Hazard Insurance to Be Maintained by Association.
- 10.3.1 Scope of Coverage. The Association shall maintain a Special Form or All Risk blanket policy of property insurance covering the following real and personal property: (i) the building structures including any additions or extensions thereto; (ii) all of the Common Area fixtures, machinery, and equipment permanently affixed to the building; windows, doors, monuments, lighting fixtures, and exterior signs; (iii) all furnishings equipment, and personal property owned by the Association or owned in common by all of the Owners; (iv) the standard fixtures installed within the Units at the time of original construction by the developer and any equivalent replacements thereof, including but not limited to interior walls and doors; ceiling, floor and wall surface materials (for example, paint, wallpaper, mirrors, carpets, and hardwood floors); utility fixtures (including gas, electrical, and plumbing); cabinets, built-in appliances; heating and air-conditioning systems; water heaters installed as part of the original construction and any equivalent replacement thereof; but excluding any personal property located within a Unit and excluding any improvements or upgrades to any of the foregoing to the extent the replacement cost thereof made after the original construction exceeds the replacement cost of the original improvements as determined on the date immediately preceding the date of the damage or destruction of the improvement or upgrade; and (v) lawns, trees, shrubs and plants upon the Common Area. The limits of coverage shall be equal to one hundred percent (100%) of the full insurable replacement costs exclusive of land, foundation, excavations, and other items normally excluded from coverage. The policy may contain a reasonable deductible and the amount of the deductible shall be added to the face

amount of the policy in determining whether the insurance equals the replacement cost.

10.3.2 Policy Endorsements. The policy may include such endorsements as the Board, in its discretion, shall determine based on the character and replacement cost of the Common Area and Unit improvements from time to time, such as:

- (i) an agreed amount endorsement or its equivalent;
- (ii) a guaranteed replacement cost or replacement cost endorsement;
- (iii) an inflation guard endorsement, an increased cost of construction endorsement;
- (iv) coverage for costs of demolition and coverage for cost of demolition in the event of total or partial destruction and a decision not to rebuild;
- (v) glass coverage;
- (vi) coverage for loss or damage as a result of theft, vandalism, malicious mischief; coverage for equipment breakdown of any equipment required to run and operate the Project; sprinkler leakage; windstorm, or water damage;
- (vii) a contingent liability from operation of building laws endorsement or its equivalent;
- (viii) a determinable cash adjustment clause or a similar clause to permit cash settlement covering full value of the improvements in case of total or partial destruction and a decision not to rebuild; and
- (ix) maintenance fees receivable coverage in case of damage to a Unit by a covered peril and the Board is unable, after reasonable effort to collect Assessments from the Owner of the affected Unit.

10.3.3 General Policy Provisions. Such policy shall:

- (i) name the Association as the first-named insured and the Owners as additional insureds with policy benefits payable to the Owners or any of them;
- (ii) contain a standard Mortgagee clause;
- (iii) provide a waiver of subrogation as to any and all claims against the Association, its officers and directors, the manager, and the Owners and a waiver of all defenses based upon acts of the insureds or the existence of co-insurance; and
- (iv) shall require that at least thirty (30) days' prior written notice be given to the Association by the insurer before cancellation except that in the case of cancellation for nonpayment of premiums or for fraud the notice shall be given no less than ten (10) days prior to the effective date of the cancellation.

10.3.4 Earthquake Insurance. The Association shall carry earthquake insurance with such coverage and deductibles as the Board may from time to time determine; *provided, however,* that if a Special Assessment in an amount requiring approval of the Members or an increase in the Regular Assessment in an amount requiring approval of the Members shall be required to fund the payment of the earthquake insurance premiums, and the Members shall fail to approve such Special Assessment or increase in the Regular Assessment, the Association shall not be obligated to maintain or procure earthquake insurance.

10.4 Commercial General Liability Insurance to Be Maintained by Association. The Association shall maintain commercial general liability insurance insuring the Association, its officers and directors, and the Owners against any liability incident to ownership, maintenance, and repair of the Common Area, but excluding the liability of an Owner incident to personal bodily injury and property damage occurring within that Owner's Unit or in any other Unit or upon the Common Area resulting from the negligence of that Owner. The limits of liability shall be set by the Board but shall in no event be less than Two Million Dollars (\$2,000,000) or any higher applicable limit set forth in *Civil Code* section 5805.

10.4.1 Scope of Coverage. Such liability insurance policy shall insure against bodily injury, death, or property damage occurring in, on or about any portion of the Common Area and if available and at a reasonable cost as determined by the Board shall include:

- (i) water damage liability,
- (ii) hired and non-owned vehicle coverage, theft and collision coverage,
- (iii) liability for property of others,
- (iv) off-premises employee coverage, and
- (v) such other risks as are customarily covered in condominium projects.

10.4.2 Other Provisions. If available and at a reasonable cost as determined by the Board, such liability insurance policy:

- (i) shall contain a waiver of subrogation as to claims against the Association, the Board members, the Owners and members of the Owner's family who reside with such Owner, except in cases of arson or fraud;
- (ii) shall contain a waiver of the defense of invalidity on account of the conduct of any Owner over which the Board has "no control;"
- (iii) shall require that at least thirty (30) days' prior written notice be given to the Association by the insurer before cancellation except that in the case of cancellation for nonpayment of premiums or for fraud the notice shall be given no less than ten (10) days prior to the effective date of the cancellation;
- (iv) shall provide that in no event shall the insurance be brought into contribution with insurance purchased individually by Owners or their Mortgagees;
- (v) shall exclude policies obtained by the individual Owners from consideration under any "other insurance" clause; and
- (vi) shall contain a provision requiring the insurer to defend lawsuits for which there is coverage under the policy even if the allegations are fraudulent, but authorizing the insurer to make such investigation and settlement of any claim or suit within the policy limit as it deems expedient.

10.5 Other Insurance to Be Maintained by Association.

10.5.1 Directors' and Officers' Insurance. The Association shall maintain directors' and officers' liability insurance with limits to be set by the Board but in no event less than Five Hundred Thousand Dollars (\$500,000) or any higher applicable limit set forth in *Civil Code* section 5800, and containing a cross-liability endorsement and waiver of subrogation as to the Association, the officers, and the directors, and the agents and employees of any of them. Coverage for prior acts, to the extent obtainable, shall be included.

10.5.2 Workers' Compensation Insurance. The Association shall maintain workers' compensation insurance to the extent necessary to comply with any applicable laws and may carry such insurance at any time as determined by the Board.

10.5.3 Fidelity Bond. The Association shall maintain a standard fidelity bond covering dishonest acts on the part of officers and directors of the Association, the manager, and any employees or volunteers who are responsible to handle funds of the Association. Such bond shall name the Association as obligee, shall be written in an amount which shall be determined by the Board, and shall contain a waiver of any defense based on the exclusion of persons serving without compensation.

10.5.4 Other Insurance. The Association may maintain at any time and from time to time any other insurance, including but not limited to earthquake and/or flood insurance, and bonds as the Board may from time to time deem necessary or desirable.

10.6 Insurance to Be Maintained by Owner. Owners shall have the following obligations and rights to carry individual insurance:

10.6.1 HO6 Condominium Owner's Policy. Each Owner shall be responsible, at his or her sole expense, to carry an "HO6 Condominium Owners Policy" or the equivalent insurance covering the following risks which are not covered by the insurance policies carried by the Association:

- (i) the Owner's individual liability for damage to property or injury to person of others occurring within the Unit or the appurtenant Exclusive Use Common Area, in such amount as the Owner shall determine is adequate,

- (ii) property damage to contents and personal property within the Owner's Condominium in such amount as the Owner shall determine is adequate,
- (iii) insurance on Owner upgrades and betterments (as discussed below in Section 10.6.2) in such amount as the Owner shall determine is adequate to cover damage to upgrades and betterments to the extent the cost is not covered by the master property insurance policy,
- (iv) additional living expenses, loss of use, and loss of rental income,
- (v) loss Assessment coverage in an amount not less than Fifty Thousand Dollars (\$50,000), and
- (vi) insurance to pay the deductible under the blanket insurance policy carried by the Association pursuant to Section 10.3 ("Hazard Insurance to Be Maintained by Association") in an amount not less than the deductible under that policy or such amount as the Owner shall determine is adequate.

10.6.2 Insurance for Upgrades. The hazard insurance carried by the Association pursuant to Section 10.3 ("Hazard Insurance to Be Maintained by Association") is not intended to cover Owner-installed upgrades or betterments to the extent the replacement cost thereof made after the original construction exceeds the replacement cost of the original improvements. Each Owner shall be entitled to separately insure upgrades or betterments made by the Owner to the Unit or the Exclusive Use Common Area. Any such policy shall contain a waiver of subrogation as to any and all claims against the Association, its officers and directors, the manager, and the Owners and a waiver of all defenses based upon acts of the insureds or the existence of co-insurance. Any Owner obtaining such separate insurance shall deposit with the Board a duplicate copy or a certificate of insurance of each such policy.

10.6.3 No Overlapping Coverage. No Owner shall obtain or maintain any policy of insurance that reduces the amount of coverage under any policy obtained or maintained by the Association pursuant to Section 10.3 ("Hazard Insurance to Be Maintained by Association"), Section 10.4 ("Commercial General Liability Insurance to Be Maintained by Association"), or Section 10.5 ("Other Insurance to Be Maintained by Association"). If any Owner violates the provisions of this Section

10.6.3, any diminution in insurance proceeds otherwise payable to the Association that results from the existence of such other insurance will be chargeable to the Owner who acquired such other insurance and each Owner hereby assigns to the Association the proceeds of any such policy to the extent any such decrease in proceeds in fact occurs (such proceeds to be applied pursuant to the Declaration as if produced by the Association's coverage). Such Owner will be liable to the Association to the extent of any diminution and the Association shall levy a Reimbursement Assessment against such Owner in the amount of such diminution.

10.6.4 Other Owner-maintained Insurance. Each Owner shall be responsible, at his or her sole cost and expense, to obtain such other insurance as the Owner shall determine is adequate to cover such other risks as the Owner shall determine.

10.6.5 Evidence of Insurance; No Obligation of Association. Upon request from the Board, each Owner shall provide evidence of such insurance annually. If an Owner fails to obtain any insurance he or she is obligated or permitted to obtain pursuant to this Declaration, nothing in this Declaration shall be construed to impose any obligation whatsoever on the Association to insure that which the Owner does not insure. The right of the Board to request evidence of insurance that an Owner is obligated to carry pursuant to this Declaration shall not be deemed to impose a duty on the Board or the Association to request such evidence of insurance or impose on the Association any liability to any person arising or claimed to arise out of any action or inaction by the Board, the Association or anyone acting on the Association's or the Board's behalf with respect to verifying any Owner's compliance with the Owner's obligation to carry insurance.

10.7 HO4 Renter's Policy. Each Owner who rents or leases a Unit shall require the tenant to purchase and maintain in force during the tenancy an "HO4 Renters Policy" or the equivalent with a minimum personal liability limit of Three Hundred Thousand Dollars (\$300,000). If a tenant fails to obtain any insurance he or she is obligated or permitted to obtain pursuant to this Declaration, nothing in this Declaration shall be construed to impose any obligation whatsoever on the Association to insure that which the tenant does not insure. Upon request from the Board, each Owner shall provide evidence of such tenant's insurance annually.

10.8 Insurance Proceeds. Proceeds of all insurance policies owned by the Association shall be received by the Association and shall be distributed to the Association, the Owners, and their Mortgagees subject to the provisions of the

Declaration as their interest may appear; *provided, however*, that whenever repair or reconstruction is required, the proceeds of any insurance received by the Association as a result of any loss shall be applied to such repair or reconstruction except to the extent of any excess insurance proceeds as provided in Section 11.3.4 ("Excess Insurance Proceeds") or in case of destruction and a decision not to rebuild subject to applicable provisions of Section 11.5 ("Bids to Rebuild Rejected; Alternative Plan") and/or Section 11.6 ("Sale of Entire Project").

10.9 Responsibility for Payment of Deductible.

- 10.9.1 Damage to Common Area. Subject to the provisions of Section 9.9 ("Owner's Liability to Association for Negligent Damage"), in the event of damage to the Common Area (including Exclusive Use Common Area) that is covered by the hazard insurance policy maintained by the Association pursuant to Section 10.3 ("Hazard Insurance to Be Maintained by Association"), the deductible shall be paid by the Association.
- 10.9.2 Damage to Unit. In the event of damage to a Unit that is covered by the hazard insurance policy maintained by the Association pursuant to Section 10.3, the Owner of the damaged Unit shall pay the deductible. In the event of earthquake damage to a Unit that is covered by an earthquake insurance policy maintained by the Association for the benefit of the Units, the deductible under such earthquake insurance policy shall be assessed as a Reimbursement Assessment equally against all Unit Owners.
- 10.9.3 Allocation of Deductible. In the event of a single casualty that results in damage to Common Area and to one (1) or more Units which damage is covered by the hazard insurance carried by the Association pursuant to Section 10.3, the obligation to pay the deductible shall be allocated between the Association and the affected Unit Owner(s) in proportion to the claim settlement amount received by each party.
- 10.9.4 Tort Damages. Nothing in this Section 10.9 shall be deemed to affect any person's right to recover the amount of any deductible paid by such person from any other person responsible for the loss under tort or other theories of liability.
- 10.10 Insurance Carriers. All insurance policies carried by the Association shall be written by companies that are not prohibited from doing business in the State of California.

- 10.11 Annual Review of Policies. The limits and coverage of all insurance policies carried by the Association shall be reviewed at least annually by the Board and increased or decreased in its discretion.
- 10.12 Coverage Not Available; Disclaimer. In the event any insurance policy or any endorsement listed in Section 10.3 ("Hazard Insurance to Be Maintained by Association"), Section 10.4 ("Commercial General Liability Insurance to Be Maintained by Association"), and Section 10.5 ("Other Insurance to Be Maintained by Association") is for any reason not available, then the Association shall obtain such other or substitute policy or endorsement as may be available which provides, as nearly as possible, the coverage described above. The Association, and its directors and officers, shall have no liability to any Unit Owner or Mortgagee if, after good faith effort, it is unable to obtain or maintain the insurance required pursuant to Section 10.3, Section 10.4, or Section 10.5 because the insurance is no longer available or, if available, can be obtained or maintained only at a cost that the Board in its sole discretion determines is unreasonable under the circumstances, or the Members fail to approve any Special Assessment or increase in the Regular Assessment needed to fund the insurance premiums. In accordance with *Civil Code* section 5810, as soon as reasonably practicable, the Association shall notify the Members by Individual Notice if any of the policies described in Section 7.5.8 of the Bylaws ("Summary of Association's Insurance Policies") have lapsed or been canceled, and are not immediately renewed, restored, or replaced, or if there is a significant change, such as a reduction in coverage or limits or an increase in the deductible for any of those policies. If the Association receives any notice of non-renewal of a policy described in Section 7.5.8 of the Bylaws and replacement coverage will not be in effect by the date the existing coverage will lapse, the Association shall immediately notify the Members by Individual Notice.
- 10.13 Copies of Policies. Copies of all insurance policies (or certificates of insurance) and paid invoices showing that premiums have been paid shall be retained by the Association and shall be available for inspection by Owners at any reasonable time.
- 10.14 Adjustment of Losses. The Board is appointed attorney-in-fact by each Owner to file all claims and to negotiate and agree on the value and extent of any loss under any policy carried by the Association pursuant to Section 10.3 ("Hazard Insurance to Be Maintained by Association"), Section 10.4 ("Commercial General Liability Insurance to Be Maintained by Association"), or Section 10.5 ("Other Insurance to Be Maintained by Association"). The Board is granted full right and authority to compromise and settle any claims or enforce any claim by legal action or otherwise and to execute releases in favor of any insured.

ARTICLE 11 DAMAGE OR DESTRUCTION; CONDEMNATION

- 11.1 Emergency Repairs. Without waiting to obtain insurance settlements or bids, the Board may undertake such emergency repair work after a casualty as it may deem necessary or desirable under the circumstances including but not limited to mitigating or removing dangerous conditions and other actions that may be necessary to comply with applicable laws ordinances, and regulations; and the Board may charge the operating account for the costs thereof.
- 11.2 Damage to Single Unit. If the Project is damaged by fire or other casualty for which the Association is insured, and damage is limited to a single Unit and does not involve any Exclusive Use Common Area or other Common Area, the insurance proceeds shall be paid to the Association on behalf of the Owner or Owners of such Unit, or the Mortgagees thereof as their respective interests appear, and the Association shall use the same to rebuild or repair such Unit. In the event the insurance proceeds are insufficient to complete such work or the damage is not insured against, the Owner shall pay and advance such additional sums as may be necessary to complete such rebuilding and repair.
- 11.3 Damage to Two or More Units or to Any Common Area. If the Project is damaged by fire or other casualty for which the Association is insured, and such damage extends to two (2) or more Units or extends to any part of the Common Area including any Exclusive Use Common Area, then the following provisions shall apply:
- 11.3.1 Evaluation of Damage. The Board shall: (i) prepare or cause to be prepared an estimate of loss which includes a scope of work, (ii) obtain bids from responsible contractors to restore the damaged or destroyed property to its condition immediately prior to such damage or destruction (including compliance with current building code and ordinance requirements and any modifications approved by the Board), and (iii) obtain a determination of the amount of available insurance proceeds that will be recovered from the Association's insurance carrier(s).
- 11.3.2 Appraisal of Damaged Property. The Board may, and upon the written request of Owners holding at least twenty percent (20%) of the Total Voting Power shall, cause an appraisal of the Project to be made, which appraisal shall set forth an opinion as to the value of the Project as it then exists (in its damaged condition) together with an opinion of the increment in value, if any, that would accrue if the Project or some portion thereof were razed.

- 11.3.3 Insurance Proceeds Equal Eighty-five Percent or More. If the amount of available insurance proceeds is equal to at least eighty-five percent (85%) of the cost of repairing or rebuilding the damaged property to its condition immediately prior to such damage or destruction, the insurance proceeds shall be paid to the Association, and the Board shall thereupon contract to repair or rebuild the damaged portions of the Project, including all Units, and the Common Area so damaged. In the event the insurance proceeds together with the amount of reserve funds allocated for repair or replacement of damaged components, are insufficient to pay all of the costs of repairing and/or rebuilding, the Board shall levy a Special Assessment against all Owners up to the maximum amount permitted without a Member approval vote pursuant to Section 8.8.2 ("Permitted Amount of Special Assessments") to pay for such deficiency. Special Assessment for the purpose of repairing, restoring, or reconstructing the Common Area and the Units after major damage shall be allocated based on the ratio of the square footage of each Unit to the total square footage of floor area of all the Units to be assessed.
- 11.3.4 Excess Insurance Proceeds. Any excess insurance funds shall be deposited in the operating account of the Association.
- 11.3.5 Insurance Proceeds Are Less Than Eighty-five Percent. If the amount of available insurance proceeds is less than eighty-five percent (85%) of the cost of repairing or rebuilding the damaged property to its condition immediately prior to such damage or destruction, then such insurance proceeds shall be paid to a bank, savings and loan association, or trust company designated by the Board. Said funds shall be held for the benefit of all Owners and their Mortgagees, as their respective interests shall appear, pursuant to an insurance trust agreement consistent with the provisions of this Declaration, approved and executed by the Board. The Board shall obtain bids from responsible contractors and shall, as soon as possible, call a special meeting of the Owners and First Mortgagees. Notice of such meeting shall include a summary of the appraisal, if any, obtained pursuant to Section 11.3.2, a summary of the bids for repair, restoration, and reconstruction, and the amount of insurance proceeds payable to the Association as a result of the damage, any reserve funds allocated for repair or replacement of damaged components, and the maximum amount of a Special Assessment permitted without a Member approval vote pursuant to Section 8.8.2 ("Permitted Amount of Special Assessments"). Following such meeting a vote of the Members shall be taken on whether to accept any of such bids. Alternatively, the Owners by vote of a sixty percent (60%) of the Total Voting Power of

the Association and a vote of seventy-five percent (75%) of First Mortgagees attending such meeting, if any, may elect to sell the Project.

- 11.4 Bid to Rebuild Is Accepted. In the event a bid to rebuild the damaged property is accepted pursuant to Section 11.3.5 ("Insurance Proceeds Are Less Than Eighty-five Percent"), the Board shall levy a Special Assessment against all Owners pursuant to Section 8.8.2 ("Permitted Amount of Special Assessments") to make up the deficiency, if any, between the total insurance proceeds and allocated reserve funds and the contract price for such repair or rebuilding. Special Assessment for the purpose of repairing, restoring, or reconstructing the Common Area after major damage shall be allocated based on the ratio of the square footage of each Unit to the total square footage of floor area of all the Units to be assessed. All insurance proceeds, including any subject to liens of Mortgagees, shall be used for such rebuilding or repair. If any bid shall be accepted to repair or rebuild, the contractor shall provide a completion bond naming the Association and each Owner as beneficiaries.
- 11.5 Bids to Rebuild Rejected; Alternative Plan. In the event all bids to rebuild the damaged property are rejected pursuant to Section 11.3.5 ("Insurance Proceeds Are Less Than Eighty-five Percent"), but a majority of the Total Voting Power of the Association and the required percentage of First Mortgagees, as provided in Section 12.19 ("Other Actions Requiring Mortgagees' Consent") has not voted to sell the Project, the Board shall recommend such alternative reconstruction of the damaged or destroyed improvements at a lesser cost as it deems reasonable or adequate, which alternatives shall be placed to bid and the bids presented for a vote of the Owners and First Mortgagees in the manner described above. Notwithstanding the provisions of Section 12.19 in the event that no such alternative plan of reconstruction is accepted by the Owners and First Mortgagees or if repair or rebuilding has not commenced within one (1) year after the date of damage or destruction, the Board is hereby empowered, as the agent for all Owners, to sell the entire Project, including all Units and the Common Area in its then present condition, on terms satisfactory to the Board.
- 11.6 Sale of Entire Project.
- 11.6.1 Authority of Board. The Board shall be authorized to incur fees for legal and accounting services, appraisals, engineering, examination of title and other expenses reasonably related to the sale of the Project. The members of the Board are hereby authorized to execute and deliver, on behalf of all of the Owners, any instruments necessary or required to effect such a sale or sales and each Owner shall be obligated to execute and deliver such instruments and to perform such acts as may be necessary to effect such sale or sales.

11.6.2 Disbursement of Proceeds. After payment of expenses directly relating to the sale of the Project and properly payable out of the escrow at the closing of the sale, the remaining sale proceeds, together with any other sums held by the Association or any trustee and any remaining assets of the Association (which assets shall be liquidated to the extent possible) shall be disbursed as follows:

- (i) to pay any outstanding expenses of the Association or of the insurance trustee relating to the sale of the Project, including, but not limited to, costs of appraisal, collection of insurance proceeds, compensation of the insurance trustee, engineering, legal and accounting expenses, costs of preparing the Project for sale and other related expenses;
- (ii) to pay all other debts and liabilities of the Association;
- (iii) to pay the Owners and their respective Mortgagees according to the respective fair market values of the Units at the time of the destruction as determined by an independent appraisal as described in Section 11.10 ("Appraisals"). An equitable adjustment shall be made in the distribution to account for Owners' liabilities to the Association, including, but not limited to, liability for unpaid Assessments and Additional Charges.

11.7 Condemnation of Common Area.

11.7.1 Association to Represent Owners. If at any time all or any portion of any Common Area, or any interest therein, shall be taken for any public or quasi-public use under any statute, by right of eminent domain, or by private purchase in lieu of eminent domain, the Association shall represent the interests of all Owners in any proceedings relating to such condemnation to the extent such Owners have any interest in the Common Area.

11.7.2 Allocation of Condemnation Award. Subject to the rights of Institutional Mortgagees as provided in Section 12.17 ("Mortgagees' Right to Insurance Proceeds or Condemnation Awards"), the entire compensation or award in condemnation (to the extent such award is not apportioned among the Owners by court judgment or by agreement between the condemning authority and each of the affected Owners in the Project), shall be distributed proportionately to all Owners and their Mortgagees as their interests appear according to the respective fair market values of their Condominiums immediately prior to the time of

condemnation as determined by an independent appraisal as described in Section 11.10 ("Appraisals"); *provided, however*, that in the case of partial condemnation, if the cost of obtaining such appraisal and effecting such distribution is likely to amount to more than fifty percent (50%) of the condemnation proceeds, such proceeds may be retained by the Association and paid to the Association and shall be used in the manner determined by the Board, provided that such use shall not be inconsistent with the purposes of the Association.

11.8 Condemnation of One or More Units.

11.8.1 Total Condemnation of Unit. If an entire Unit or so much thereof as to render the remainder unfit for use as a dwelling, is condemned or taken for a public or quasi-public use pursuant to any statute, by right of eminent domain, or by private purchase in lieu of eminent domain, the Owner's membership in the Association shall terminate as of the last day of the month in which the condemner obtains the right to possession, or upon Owners vacating the premises, whichever occurs last.

11.8.2 Partial Condemnation of a Unit. If only a portion of a Unit is taken and the remainder is fit for use as a dwelling, the Owner shall continue to be a Member of the Association.

11.8.3 Rights of Association. In any condemnation action involving an Owner's Unit, the Association shall have the right to seek compensation for any damages incurred by the Association.

11.9 Repair or Rebuilding After Condemnation. After partial condemnation of the Common Area or condemnation of one (1) or more Units, the remaining portion of the Project shall be repaired or rebuilt (unless sixty percent (60%) of the Owners vote not to repair or rebuild), and 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 Project. If sixty percent (60%) of the Owners vote not to repair or rebuild the remaining portion of the Project, the Board is hereby empowered, as the agent for all Owners, to sell the remaining portion of the Project, including all Units and the Common Area in its then present condition, on terms satisfactory to the Board, subject to applicable provisions of Section 11.5 ("Bids to Rebuild Rejected; Alternative Plan") pursuant to Section 11.6 ("Sale of Entire Project").

11.10 Appraisals. Where the provisions of this Article 11 require an independent appraisal of property, said appraisal shall be made by an experienced and

qualified real estate appraiser certified in the State of California, which appraiser shall be selected by the Board.

- 11.11 Notice to Mortgagees; Mortgagees' Right to Proceeds. Nothing in this Article 11 shall be deemed to abridge the rights of Mortgagees set forth in Section 12.11 ("Notices to Eligible Holders") and Section 12.17 ("Mortgagees' Right to Insurance Proceeds or Condemnation Awards").

ARTICLE 12 RIGHTS OF MORTGAGEES

- 12.1 Conflict. Notwithstanding any contrary provision contained elsewhere in the Governing Documents, the provisions of this Article 12 shall control with respect to the rights and obligations of Institutional Mortgagees specified in this Article 12.
- 12.2 Institutional Mortgagee Defined. "Institutional Mortgagee" shall mean (i) a First Mortgagee that is a bank, a savings and loan association, an insurance or mortgage company, or other entity or institution chartered under or regulated by any federal and/or state law; (ii) an insurer or governmental guarantor of a First Mortgage including but not limited to the Federal Housing Authority and the Department of Veterans Affairs; or (iii) the State of California.
- 12.3 Eligible Holder Defined. "Eligible Holder" shall mean any Institutional Mortgagee who has delivered a written notice to the Association which contains its name and address and the number or address of the Condominium encumbered by the Mortgage and requests that the Association deliver a written notice to it of any or all of the events specified in Section 12.11 ("Notices to Eligible Holders").
- 12.4 Mortgages Permitted. Any Unit Owner may encumber his or her Unit with a Mortgage. Any Owner who encumbers his or her Unit with a Mortgage, upon the request of the Board, shall notify the Association in writing of the name and address of his or her Mortgagee and Mortgage insurer, if any.
- 12.5 Intention to Conform to Mortgagees' Requirements. It is intended that the Declaration, the Bylaws, and the Articles, and the Project in general, shall be able to meet the requirements necessary to purchase, guarantee, insure, or subsidize any Mortgage of a Condominium in the Project by the Federal Home Loan Mortgage Corporation and the Federal National Mortgage Association or any other or successor institution(s) serving the same or similar function. To that end, the Board is authorized, but not obligated, to take any action or adopt any resolution required by any Mortgagee to bring the Declaration or the Bylaws or the Project into conformity with the requirements of any of these entities or agencies as the Board in its discretion shall determine is reasonably achievable

and consistent with the interests of the Association and of its Members as a whole.

- 12.6 Subordination of Assessment Lien. Assessment liens shall be subordinate to the lien of First Mortgages to the extent provided in Section 8.22 ("Subordination to Lien of First Mortgage").
- 12.7 Notice of Mortgage Default. Each Mortgagee of a Unit shall give the Association written notice of default by its mortgagor under the Mortgage within ten (10) days following recordation of a notice of default in accordance with the provisions of *Civil Code* section 2924b or any amendment or superseding statute.
- 12.8 Reserve Fund. The Association shall maintain reserve funds in a reserve account which shall be sufficient to pay for maintenance, repair, and periodic replacement of Common Area improvements that the Association is obligated to maintain. This reserve fund shall be funded by Regular Assessments payable in installments rather than by Special Assessments; *provided, however*, that this provision shall not be deemed to limit the power of the Association to levy any type of Assessment or charge authorized by this Declaration.
- 12.9 Effect of Right of First Refusal. The Governing Documents do not contain any provisions creating a "right of first refusal," but should any such right be created in the future, any such right shall not impair the rights of any Institutional Mortgagee to: (i) foreclose or take title to any Unit pursuant to the remedies provided in the Mortgage; (ii) accept a deed (or assignment) in lieu of foreclosure in the event of a default by a mortgagor; or (iii) sell or lease a Unit so acquired by the Institutional Mortgagee.
- 12.10 Management Contracts; Professional Management. Any agreement for professional management of the Project shall be for a term not to exceed one (1) year without the consent of fifty-one percent (51%) of the Total Voting Power of the Association. The approval of sixty-seven percent (67%) of the Total Voting Power of the Association and fifty-one percent (51%) of the Eligible Holders, based on one (1) vote for each Condominium encumbered by a First Mortgage, shall be required to assume self-management of the Project, if professional management of the Project has been required by an Eligible Holder at any time.
- 12.11 Notices to Eligible Holders. An Eligible Holder (as defined in Section 12.3, above) is entitled to timely written notice of:
- (a) Any condemnation loss or casualty loss that affects either a material portion of the Project or of the Condominium on which the Eligible Holder holds a First Mortgage;

- (b) Any delinquency in the payment of Assessments or charges owed by the Owner of a Condominium that is subject to a First Mortgage held by the Eligible Holder if the delinquency is not cured within sixty (60) days after its due date;
 - (c) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association;
 - (d) Any proposal to take any action specified in this Article 12;
 - (e) Any default by an Owner-mortgagor of a Condominium in the performance of his or her obligations under this Declaration or the Bylaws which is not cured within sixty (60) days.
- 12.12 Disclosures by Lenders. Any Mortgagee can furnish information to the Association, Board, or Members concerning the status of any Mortgage.
- 12.13 Mortgagees' Right to Attend Meetings. Because of its financial interest in the Project, any Mortgagee may appear (but cannot vote) at meetings of the Association, the Board, or the Members to draw attention to violations of this Declaration that have not been corrected or that have been made the subject of remedial proceedings or Assessments.
- 12.14 Inspection of Books and Records. Upon request, any Owner or First Mortgagee shall be entitled to inspect the books, records, and financial statements of the Association and the Governing Documents and any amendments thereto during normal business hours or under other reasonable circumstances.
- 12.15 Audited Financial Statements. The Association, at its expense, shall prepare an audited financial statement for the immediately preceding fiscal year and furnish the same within one hundred twenty (120) days after written request from any Institutional Mortgagee.
- 12.16 Mortgagees' Right to Pay Taxes and Insurance Premiums. First Mortgagees of individual Units may, jointly or separately, pay taxes or other charges which are in default and which may become or have become a charge against the Common Area, or secure new hazard insurance coverage on the lapse of a policy for such Common Area. First Mortgagees making such payments shall be owed immediate reimbursement therefor from the Association and, on demand; the Association shall execute an agreement in favor of all Institutional Mortgagees reflecting entitlement to reimbursement.
- 12.17 Mortgagees' Right to Insurance Proceeds or Condemnation Awards. No Owner or other party shall have priority over any right of Institutional Mortgagees in case

of a distribution to Owners of insurance proceeds or condemnation awards for losses to or taking of a Unit or the Common Area. Any provision to the contrary in the Governing Documents is to such extent void. All applicable insurance policies shall contain loss payable clauses acceptable to a majority of the affected Institutional Mortgagees, naming the Mortgagees as their interests may appear.

12.18 Mortgagees' Consent for Termination of Project. Except as provided by statute in the case of condemnation or substantial loss to Units and/or the Common Area, any decision, by act or omission, to abandon or terminate the legal status of the Project as a condominium project shall require:

- (a) The approval of sixty-seven percent (67%) of the Institutional Mortgagees, based on one (1) vote for each Condominium encumbered by a First Mortgage, if the decision to terminate the legal status is a result of substantial destruction or a substantial taking in condemnation of the property; or
- (b) The approval of sixty-seven percent (67%) of the Total Voting Power of the Association and sixty-seven percent (67%) of the Eligible Holders, based on one (1) vote for each Condominium encumbered by a First Mortgage, if abandonment or termination of the condominium project is for a reason other than that stated in Section 12.18(a), above.

12.19 Other Actions Requiring Mortgagees' Consent. Except as provided by statute in the case of condemnation or substantial loss to Units and/or Common Area, unless sixty-seven percent (67%) of the Institutional Mortgagees, based on one (1) vote for each Condominium encumbered by a First Mortgage, or sixty-seven percent (67%) of the Owners have given their prior written approval, the Association shall not be entitled to:

- (a) Use hazard insurance proceeds for losses to any Project property (whether to Units or Common Area) for other than the repair, replacement or reconstruction of the Project property;
- (b) Partition or subdivide any Condominium;
- (c) 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 the other public purposes consistent with the intended use of the Common Area by the Project shall not be deemed a transfer within the meaning of this clause;

- (d) Change the pro rata interests or obligations of any individual Condominium for the purpose of levying Assessments or allocating the distribution of hazard insurance proceeds or condemnation awards.

12.20 Certain Amendments Requiring Mortgagees' Approval. The vote of sixty-seven percent (67%) of the Members and consent of fifty-one percent (51%) of the Eligible Holders, based on one (1) vote for each Condominium encumbered by a First Mortgage shall be required to add to, amend or modify, whether by formal amendment or otherwise, any material provision of this Declaration or the Bylaws which establishes, provides for, governs or regulates any of the following subjects:

- (a) Voting;
- (b) Assessments, Assessment liens, or subordination of Assessment liens;
- (c) Reserves for maintenance, repair, and replacement of Common Area;
- (d) Insurance policies or fidelity bonds;
- (e) Rights to use the Common Area;
- (f) Responsibilities for maintenance and repair of any portion of the Project;
- (g) The boundaries of a Unit;
- (h) The interest of an Owner in Common Area or Exclusive Use Common Area;
- (i) Convertibility of Units into Common Area or of Common Area into Units;
- (j) Leasing of Condominiums;
- (k) Imposition of any right of first refusal or similar restriction on the right of an Owner to sell, transfer, or otherwise convey his Condominium;
- (l) The provisions of Section 8.22 ("Subordination to Lien of First Mortgage") and this Article 12.

Any amendment or addition to the Declaration or Bylaws regarding any of the foregoing subjects shall not be considered material and need not be approved by Eligible Holders if the amendment or addition is solely for the purpose of correcting technical errors or for clarification.

- 12.21 Mortgagees' Consent. Whenever consent of a Mortgagee is required for an action described in Section 12.18 ("Mortgagees' Consent for Termination of Project") or Section 12.19 ("Other Actions Requiring Mortgagees' Consent") or an amendment described in Section 12.20 ("Certain Amendments Requiring Mortgagees' Approval"), any Mortgagee who receives a written request to approve an addition or amendment and who does not deliver or have its response postmarked within thirty (30) days after the date of the written request shall be deemed to approve the addition or amendment. All notices or other communications made pursuant hereto shall be in writing and shall be deemed properly delivered, given or served when (i) personally delivered against receipted copy; or (ii) mailed by certified or registered mail, postage prepaid, in either case (i) or (ii) to the parties at their last known address.
- 12.22 Effect of Amendments. No amendment to the Declaration, the Bylaws, or the Articles of Incorporation shall affect the rights of any Mortgagee under any Mortgage made in good faith and for value and recorded before the recordation of such amendment unless the Mortgagee either joins in the execution of the amendment or approves it in writing as part of such amendment.
- 12.23 Mortgage Protection. No breach of any of the covenants, conditions and restrictions nor the enforcement of any lien provisions contained in this Declaration shall render invalid the lien of any First Mortgage made in good faith and for value on any Condominium, but all of the covenants, conditions, and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure, trustee's sale or otherwise.

ARTICLE 13 RIGHTS OF CITY

- 13.1 Rights of the City. The City, at its sole discretion and within the legitimate exercise of its police powers, after giving due notice to the Association or to the affected Owner(s) 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 any of the Project documents and shall be entitled to recover reasonable attorney fees as are ordered by a court of competent jurisdiction. Failure by the City to enforce any covenant or restriction contained within the Governing Documents shall not be deemed a waiver or the right to do so thereafter.

ARTICLE 14 ENFORCEMENT; NOTICE; HEARINGS

- 14.1 Violations As Nuisance. Every act or omission constituting or resulting in a violation of any of the provisions of the Governing Documents shall be deemed to constitute a nuisance and, in addition to any other remedies which may be available, such nuisance may be abated or enjoined by the Association or by any Owner; *provided, however*, that the Board shall not be obligated to take action to abate or enjoin a particular violation if, in the exercise of its discretion, the Board determines that acting to abate or enjoin such violation is not likely to foster or protect the interests of the Association and its Members as a whole. Notwithstanding the preceding sentence and without limiting the generality of the proviso therein, nothing in the Governing Documents shall be deemed to impose upon the Association, employees, or agents of the Association a duty to intervene in any physical dispute or altercation or any criminal or alleged criminal activity other than to notify law enforcement officials.
- 14.2 Violation of Law Is a Violation of the Declaration. Any violation of a state, municipal, or local law, ordinance or regulation pertaining to the ownership, occupancy, or use of any property within the Project is hereby declared to be a violation of this Declaration and subject to any and all of the enforcement procedures set forth herein.
- 14.3 Owner's Responsibility for Conduct and Damages. Each Owner shall be fully responsible for informing members of his or her household, Contract Purchasers, tenants, invitees, and guests of the provisions of the Governing Documents, and shall be fully responsible for the conduct, activities, and any Governing Document violation of any of them, and for any damage to the Project or the Association resulting from the negligent or intentional conduct of any of them or the conduct of any pet belonging to any of them. If a Condominium is owned jointly by two (2) or more persons, the liability of each Owner in connection with the obligations imposed by the Governing Documents shall be joint and several; that is, each co-Owner individually shall be fully liable and responsible and all co-Owners collectively shall be fully liable and responsible. The foregoing provisions of this Section 14.3 are in addition to and shall not limit the generality of the provisions of Section 5.8.2 ("Indemnification Regarding Business Activity"); Section 5.14 ("Animals"); Sections 6.7 ("Association As Third Party Beneficiary"); Section 6.8 ("Indemnification Regarding Tenants' Actions"); and Section 7.21 ("Disclaimer of Liability").
- 14.4 No Avoidance. No Owner may avoid the burdens or obligations imposed by the Governing Documents through non-use of any Common Area facilities or by abandonment of his or her Unit.

- 14.5 Enforcement Rights Are Cumulative. To the fullest extent permitted by law, including *Civil Code* section 5975, the Association, its directors, officers, or agents, and any Owner shall have the right to enforce any and all provisions of the Governing Documents by any proceeding at law or in equity, or, with respect to action by the Association, through the use of such other remedies (including self-help remedies that do not breach the peace or otherwise violate applicable law or this Declaration) as are available and deemed appropriate by the Board. Each remedy provided is cumulative and not exclusive.
- 14.6 Injunctions. Except for the non-payment of any Assessment levied pursuant to the provisions of this Declaration, it is hereby declared that a remedy at law to recover damages for a default in the performance of any of the terms and provisions of any of the Governing Documents or for the breach or violation of any such provisions is inadequate and that the failure of any Owner, Contract Purchaser, member of his or her household, tenant, invitee, guest, or household pets or any other occupant or user of any of the property within the Project to comply with any provision of the Governing Documents may be enjoined in any judicial proceedings initiated by the Association, its officers or Board of Directors, or by any Owner or by their respective successors in interest.
- 14.7 Limitation on Association's Disciplinary Rights. To the extent provided in *Civil Code* section 4510, the Association shall not have the power and authority to cause a forfeiture or abridgment of an Owner's right to the full use and occupancy of his or her Unit as the result of the failure by such Owner, members of his or her household, Contract Purchaser, tenants, invitees, guests or pets to comply with any provision of the Governing Documents, except where such forfeiture or abridgment is the result of the judgment of a court of competent jurisdiction, a decision arising out of an arbitration proceeding, or a foreclosure or sale under private power of sale for failure of such Owner to pay Assessments levied by the Association pursuant to this Declaration and except to the extent of the Association's rights pursuant to Section 8.18 ("Assignment of Rents As Security for Payment"). The provisions of this Section 14.7 shall not affect the Association's right to impose other sanctions including imposing Enforcement Assessments as provided in Section 14.8 ("Imposing Sanctions").
- 14.8 Imposing Sanctions. Upon an explicit finding and for reasons specified by the Board following a hearing called by the Board and conducted in accordance with this Article 14, the Board shall have the power to impose sanctions on a Member who is in default in the payment of any Assessment or Additional Charge levied by the Board or is found to be in violation of any provision of the Governing Documents. Sanctions may include loss of Good Standing, suspension of other rights, and/or monetary penalties (fines), as described below.

- 14.8.1 Loss of Good Standing. The Board may suspend a Member's Good Standing for so long as the Member remains in default of such payment or until the violation is remedied. When a Member is not in Good Standing, his or her Association voting rights shall be suspended and the Member shall be disqualified from serving on the Board.
- 14.8.2 Suspension of Other Rights. The Board may suspend a Member's or a Resident's right to use Common Area recreational facilities for so long as a Member remains in default of such payment, or for such period as may be specified by the Board if the violation involves misbehavior related to Common Area recreational facilities.
- 14.8.3 Monetary Penalties (Fines). The Board may adopt a policy imposing monetary penalties or fines as Enforcement Assessments in accordance with a schedule of fines adopted by the Board pursuant to *Civil Code* section 5850 and distributed to the Members in the Annual Policy Statement pursuant to *Civil Code* section 5310. Multiple fines may be imposed for multiple violations. The schedule of fines may be changed by the Board by a Rule change pursuant to *Civil Code* section 4360.
- 14.8.4 Monthly Sanctions for Continuing Violations. In the case of a continuing violation, such as an uncorrected architectural violation, where an Owner fails to remedy the violation after notice from the Board to do so, the Board may impose sanctions, including monetary penalties, such sanctions to remain in effect for a period of one (1) month or until the continuing violation is remedied, whichever occurs sooner. (By way of example and not limitation, a violation in the nature of parking every day in a prohibited parking space would *not* constitute a "continuing violation" but each instance would constitute a separate violation.) If the continuing violation has not been remedied within the one (1) month period, the Board may impose separate and successive sanctions for the continuing violation, provided the Board conducts a separate hearing, not more frequently than once a month, before imposing each successive sanction. The Board may limit the scope of such hearing to facts and circumstances occurring subsequent to the previous hearing relating to the subject continuing violation.
- 14.8.5 Reimbursement Assessment Not a Sanction. The imposition of a Reimbursement Assessment pursuant to the Declaration does not constitute and shall not be deemed to be a sanction.
- 14.9 Investigation of Complaints. Upon receipt of a written complaint from an Owner or a Resident, the Board shall conduct an investigation of the allegations in the

complaint and shall make relevant findings upon which the Board shall base a decision to pursue or not pursue the matter. If the Board decides not to pursue a matter, it shall notify the complaining party in writing stating the reason(s) for its decision.

14.10 Written Notice of Violation. If the Board determines, whether on its own initiative or pursuant to a written complaint, that a violation of the Governing Documents exists or has occurred, it shall notify the responsible Owner(s) by written notice in compliance with Section 14.11 ("Notices: Content, Delivery").

14.11 Notices: Content, Delivery. Any notice of violation required or given under this Article 14 shall be in writing and shall comply with *Civil Code* section 5855 as to content and time of service and *Civil Code* section 4040 as to method of service.

14.11.1 Content of Notice of Violation. Any notice given by the Association to a Member shall comply with *Civil Code* section 5855 and, at a minimum, set forth a brief description of the act or omission constituting the alleged violation of the Governing Documents; a reference to the specific Governing Document provision or provisions alleged to have been violated; if applicable, a statement that the Member may request a hearing by the Board; the date, time, and location of any hearing called by the Board; and any sanction, disciplinary action, or other enforcement action being contemplated by the Board.

14.11.2 Delivery of Notice. Any notice may be given by any method provided for in *Civil Code* section 4040; *provided, however*, that (i) if notice is given by mail, it shall be sent postage prepaid by United States first-class mail and/or by certified mail return-receipt requested; and (ii) if given by the Association to a Member, it shall be sent to the most recent address for the affected Member as shown on the records of the Association. Pursuant to *Civil Code* section 4050, if sent by United States mail, such notice shall be deemed delivered upon deposit in the United States mail, postage prepaid. If such notice is sent by electronic means, delivery is complete at the time of the transmission, as set forth in *Civil Code* section 4050.

14.11.3 Owner's Address for Notice. It shall be each Owner's responsibility to notify the Association in writing of any change in the Owner's address for the purpose of receiving notices from the Association. The fact that a different address appears on correspondence to the Association from an Owner shall not constitute such written notice, unless it is expressly stated that such address is a change of address for the purpose of receiving notice from the Association. Upon transfer of title to a Condominium, the transferee shall be responsible for notifying the

Association of such transfer. The notification shall set forth the address of the Condominium, the names of the transferee and the transferor, and the date of sale or other transfer. Prior to receipt of such notification, any and all communications required or permitted to be given by the Association or the Board to the Condominium Owner shall be deemed to be duly made and given to the transferee if duly and timely made and given to the person shown as the Owner of the Condominium and at the address in the Association's records.

- 14.11.4 Notice to Co-Owners or Occupants.** Unless otherwise provided by law, when a Unit is owned by two (2) or more co-Owners or is occupied by two (2) or more Occupants, notice to one (1) Owner or to one (1) Occupant shall be deemed notice to all Owners or to all Occupants, as the case may be.
- 14.12 Hearing Called by the Board; Executive Session; Open Meeting.** To the extent required by *Civil Code* section 5855, whenever the Board determines to conduct a hearing, it shall notify the affected Owner(s) and/or Resident(s) in writing by individual delivery, at least ten (10) days before the Board meeting at which the matter will be considered. If the matter concerns Member discipline or the imposition of sanctions, the Board shall meet in executive session if requested by the Member, unless (and then only to the extent) applicable law requires that certain actions by the Board be conducted at an open meeting of the Board, such as *Civil Code* section 5673 concerning a decision to record a lien for delinquent Assessments. If the matter concerns compliance with architectural approval requirements, the hearing shall be conducted in open meeting pursuant to *Civil Code* section 4765. At the Board's discretion, other interested person(s) may attend a hearing and may present information relevant to the subject matter of the hearing. If a notified Owner or Resident fails to attend a noticed hearing, the Board may nevertheless conduct its deliberations and make a determination based on its own investigation and any other information supplied to it that the Board deems reasonably reliable.
- 14.13 Owner's Request for Hearing.** An Owner who has received a notice of violation sent pursuant to Section 14.10 ("Written Notice of Violation") or a notice of corrective action sent pursuant to Section 14.15 ("Enforcement by Association in Emergency Situations") or as otherwise provided in the Governing Documents, may request a hearing before the Board by submitting a written request to the Board. If an Owner is requesting a meeting to discuss a payment plan for a past due debt owed to the Association, the meeting shall be scheduled and conducted as provided in Section 8.15.3 ("Owner's Right to Discuss Payment Plan"). If the Owner is requesting a hearing concerning a notice of violation sent pursuant to Section 14.10 ("Written Notice of Violation") or a notice of corrective action sent pursuant to Section 14.15 ("Enforcement by Association in Emergency

Situations”), the request for hearing must be submitted within ten (10) days after the date of such notice. The Board shall schedule a hearing at its next regular meeting that is at least five (5) days after its receipt of an Owner’s request for hearing or, at the Board’s discretion, at another time agreed by the Board and the Owner. Hearings shall be conducted in executive session or at an open meeting as provided in Section 14.12 (“Hearing Called by the Board; Executive Session; Open Meeting”).

14.14 Notice of Hearing Decisions. Within fifteen (15) days after a hearing is conducted, the Board shall notify the Owner or Resident in writing as to its decision. If the Board decides to impose sanctions, the notice shall describe the sanctions imposed and, if applicable, their effective dates.

14.15 Enforcement by Association in Emergency Situations.

14.15.1 Definition of Emergency Situation. For purposes of this Section 14.15, the following shall constitute emergency situations:

- (i) an immediate and unreasonable infringement of or threat to the safety or peaceful enjoyment of Residents of the Project,
- (ii) a traffic or fire hazard,
- (iii) a threat of material damage to or destruction of the Project or any portion thereof,
- (iv) a violation of any provision of the Governing Documents that is of such a nature that there is no material question regarding the identity of the violator or whether the violation has occurred (such as parking violations).

14.15.2 Immediate Corrective Action. Notwithstanding any other provisions of the Governing Documents, under circumstances that constitute an emergency, the Board or its duly authorized agents may undertake immediate corrective action. The Board shall promptly thereafter send written notice of the corrective action to the affected Owner including notice of any Reimbursement Assessment assessed to the Owner for costs incurred by the Association in connection therewith. If the Owner requests a hearing pursuant to Section 14.13 (“Owner’s Request for Hearing”), enforcement of any Reimbursement Assessment imposed by the Board shall be held in abeyance and shall be pursued only if affirmed by the Board at the hearing.

14.16 Internal Dispute Resolution.

- 14.16.1 Fair, Reasonable, and Expeditious Procedure. The provisions of Article 7 ("Architectural Approval") and of Section 14.9 ("Investigation of Complaints") through Section 14.15 ("Enforcement by Association in Emergency Situations") are intended to provide a fair, reasonable, and expeditious procedure for resolving disputes between the Association and any Member that are subject to *Civil Code* sections 5900 through 5920 (which applies to, among other things, enforcement of applicable provisions of the *Corporations Code* and enforcement of the Governing Documents). The above-referenced provisions of the Declaration shall constitute the Association's "internal dispute resolution" process as required by *Civil Code* section 5905.
- 14.16.2 Statutory Default Procedures. If the Association shall fail to comply with the Association's internal dispute resolution process, then the Association and the affected Member shall abide by the statutory default procedures provided in *Civil Code* section 5915, or successor statute. Any resolution so agreed upon by the parties thereto, that is not in conflict with the law or the Governing Documents, shall bind the parties and shall be judicially enforceable as provided in *Civil Code* section 5910.
- 14.16.3 Alternative Dispute Resolution ("ADR") May Also Apply. If (a) the subject matter of the dispute (including, among other things, enforcement of applicable provisions of the *Corporations Code* and enforcement of the Governing Documents) and the remedy sought (including certain kinds of declaratory, injunctive, or writ relief, which may be in conjunction with certain limited monetary relief, but excluding small claims actions and excluding Assessment disputes) are subject to *Civil Code* sections 5925 through 5965, and (b) the Association and the affected Member do not agree on a resolution through the foregoing internal dispute resolution process provided for in Section 14.16.1 ("Fair, Reasonable, and Expeditious Procedure"), then no party to the dispute may pursue a civil remedy that is subject to *Civil Code* sections 5925 through 5965, without first complying with the "alternative dispute resolution" procedures set forth in that statute and referenced in Section 14.17 ("Alternative Dispute Resolution Before Initiating Lawsuit").
- 14.16.4 Annual Description of Internal Dispute Resolution Process. The Association shall annually provide the Members with a description of the internal dispute resolution process required by *Civil Code* section 5920 as part of the Annual Policy Statement prepared pursuant to *Civil*

Code section 5310. Such description may consist of a copy of Article 7 ("Architectural Approval") and Section 14.9 ("Investigation of Complaints") through this Section 14.16 ("Internal Dispute Resolution").

14.17 Alternative Dispute Resolution Before Initiating Lawsuit.

14.17.1 Annual Summary. As provided in *Civil Code* section 5965, the Association shall annually provide to its Members a summary of the provisions concerning alternative dispute resolution contained in *Civil Code* sections 5925 through 5965 as part of the Annual Policy Statement prepared pursuant to *Civil Code* section 5310. Such summary may consist of a copy of this Section 14.17. Such summary shall include the following language:

"Failure of a member of the association to comply with the alternative dispute resolution requirements of Section 5930 of the *Civil Code* may result in the loss of the member's right to sue the association or another member of the association regarding enforcement of the governing documents or the applicable law."

14.17.2 When ADR Applies. The requirements of this Section 14.17 apply to civil action or proceedings as defined in *Civil Code* section 5925(b) when the remedy sought is solely for declaratory, injunctive, or writ relief or if for the foregoing relief in conjunction with monetary damages not in excess of the jurisdictional amount for a small claims action as stated in *California Code of Civil Procedure* sections 116.220 and 116.221, all as provided in *Civil Code* section 5930(b). *Civil Code* sections 5925 through 5965 apply to disputes between Members as well as to disputes between the Association and a Member. The ADR requirements of this Section 14.17 do not apply to Assessment disputes or to an action in small claims court.

14.17.3 Statutory ADR Process. In accordance with *Civil Code* sections 5925 through 5965, the Association or a Member may not file an "enforcement action" as defined in the statute unless the parties have endeavored to submit their dispute to "alternative dispute resolution" as the term is defined in *Civil Code* section 5925(a) and as the process is specified in *Civil Code* sections 5935, 5940, and 5945.

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

- 14.19 Costs and Attorney Fees. In an action to enforce the Governing Documents, the prevailing party shall, to the fullest extent permitted by law, including *Civil Code* section 5975, be entitled to recover the full amount of all costs including attorney fees incurred in responding to and/or in enforcing any Governing Document provision. Without limiting the generality of the foregoing, in the event an Owner pursuant to *Civil Code* section 4605 brings a civil action for violation of *Civil Code* section 4600 (concerning the granting of exclusive use of a portion of the Common Area to a Member) or pursuant to *Civil Code* section 4955, a civil action for violation of the Common Interest Open Meeting Act (*Civil Code* sections 4900 through 4955) if the Association shall prevail in any such action, the Association shall be entitled to recover reasonable attorney fees except to the extent prohibited by law. The remedies of the prevailing party to recover the amount of such costs, expenses, and attorney fees shall include, but shall not necessarily be limited to, the imposition of a Reimbursement Assessment.

ARTICLE 15 AMENDMENT

- 15.1 Required Approval. Subject to any applicable requirements of Section 12.18 ("Mortgagees' Consent for Termination of Project"), Section 12.19 ("Other Actions Requiring Mortgagees' Consent"), and Section 12.20 ("Certain Amendments Requiring Mortgagees' Approval"), this Declaration may be amended by the affirmative vote of Members representing at least a majority of the Total Voting Power of the Association; *provided, however*, that, upon advice of legal counsel licensed to practice law in the State of California including the drafting by legal counsel of appropriate amendatory provisions, the Board shall have the authority without the requirement of Member approval to amend any provision of the Declaration (i) to resolve any conflict between the Declaration and applicable law which may arise due to the enactment or amendment of a statute or due to a development in applicable case law, or (ii) to conform the provisions of the Declaration to changes in applicable statutory law that impose requirements that are non-discretionary in nature.
- 15.2 Amendment Must Be Recorded. Any amendment of the Declaration shall be signed and acknowledged by the duly authorized officer(s) of the Association and recorded in the Office of the County Recorder.
- 15.3 Presumption of Validity. There will be a presumption subsequent to the recording of an amendment to this Declaration pursuant to Section 15.2 ("Amendment Must Be Recorded") that all votes and consents required to pass the same pursuant to Section 15.1 ("Required Approval") were duly obtained in accordance with the Governing Documents and applicable law. Such presumption may be rebutted by an action commenced within one (1) year from

the date the amendment is recorded. In the absence of any such action, such presumption shall thereafter become conclusive.

ARTICLE 16 GENERAL PROVISIONS

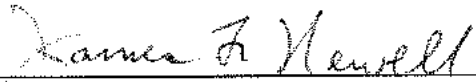
- 16.1 Headings. The headings used in this Declaration are for convenience only and are not to be used in interpreting the meaning of any of the provisions of this Declaration, or otherwise.
- 16.2 Severability. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any provision hereof shall not invalidate any other provisions hereof.
- 16.3 Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of fostering a plan of community ownership and occupancy and of management of the Project for the benefit of the community.
- 16.4 Amendment to Referenced Statutes; Time for Performance. References in the Declaration to particular statutes, including sections of the *Civil Code* or the *Corporations Code*, shall be deemed to include any successor statute and any amendments to existing or successor statutes. Whenever this Declaration states a time for the performance of any act by the Association which by law (as it may exist from time to time) must be performed at or within a specified time, the time for the performance of such act shall be deemed to be the widest timeframe permitted under then-applicable law.
- 16.5 Number; Gender. The singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine, and neuter shall each include the masculine, feminine, or neuter, as the context requires.
- 16.6 Exhibits. All exhibits attached to this Declaration are incorporated by this reference as though fully set forth herein.
- 16.7 Power of Attorney. To the extent necessary to carry out and enforce the provisions of this Declaration, an irrevocable power of attorney coupled with an interest is granted to the Association by the Owners and each of them.
- 16.8 Term. The covenants, conditions, restrictions, limitations, reservations, grants of easement, rights, rights-of-way, liens, charges, and equitable servitudes contained in this Declaration shall run with and shall benefit and burden all of the real property subject to this Declaration, including without limitation the Units and Common Areas, and shall inure to the benefit of and be binding upon the

Owners, the Association, its Board of Directors and officers, and their respective agents and successors in interest, until November 26, 2033 and thereafter the term shall be automatically extended for successive periods of ten (10) years each, unless within the six (6) months prior to that date or within six months prior to the expiration of any ten-year extension period a written instrument, approved by Owners entitled to vote and holding at least a majority of the Total Voting Power of the Association, terminating the effectiveness of this Declaration shall be recorded in the Office of the County Recorder of San Mateo County, California.

IN WITNESS WHEREOF, we, the Members of EDGEWATER ISLE SOUTH CONDOMINIUM OWNERS' ASSOCIATION, pursuant to the requisite approval, and by means of the signatures of the President and the Secretary, do hereby affirm, approve, and adopt the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions of Edgewater Isle South Condominium Owners' Association, which Amended and Restated Declaration of Covenants, Conditions and Restrictions shall be recorded with the County Recorder of San Mateo County, California.

DATED: 9/9/2016

EDGEWATER ISLE SOUTH
CONDOMINIUM OWNERS'
ASSOCIATION, a California nonprofit
mutual benefit corporation


James Newell, President


Barbara Finnegan, Treasurer

EDGEWATER ISLE SOUTH
CONDOMINIUM OWNERS'
ASSOCIATION

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Address: 2168 Vista del Mar
Order Date: 01-23-2020
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DECLARATION

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EXHIBIT A

(Recital Paragraph B)

**List of Recorded Documents Superseded by
This Amended and Restated Declaration**

"First Amendment to Declaration of Covenants, Conditions and Restrictions of Edgewater Isle South A Condominium Project" recorded on April 16, 1986, as Document #86039409, in the Official Records of San Mateo County, State of California.

"Declaration of Annexation and Supplemental Restrictions for Edgewater Isle South Phase II" recorded on March 18, 1986 as Document #86027953, in the Official Records of San Mateo County, State of California.

"Declaration of Annexation and Supplemental Restrictions for Edgewater Isle South Phase III" recorded on April 16, 1986 as Document #86039410, in the Official Records of San Mateo County, State of California.

EXHIBIT B

(Section 3.3)

Individual Percentage Interests in Common Area Lots

1. A one-thirty-fifth (1/35) undivided interest as tenants in common in Lot 1;
2. A one-thirtieth (1/30) undivided interest as tenants in common in Lots 2; and
3. A one-thirty-fifth (1/35) undivided interest as tenants in common in Lot 3.

EXHIBIT C

(Section 1.14)

**List of Recorded Condominium Plans
for This Project**

1. "Condominium Plan for Edgewater Isle South Lot 1" recorded on November 27, 1985, as Document #85127920, in the Official Records of San Mateo County, State of California.
2. "Condominium Plan for Edgewater Isle South Lot 2" recorded on March 18, 1986, as Document #86027952, in the Official Records of San Mateo County, State of California.
3. "Condominium Plan for Edgewater Isle South Lot 3" recorded on April 10, 1986 as Document #86037357, in the Official Records of San Mateo County, State of California.

**EDGEWATER ISLE SOUTH
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EXHIBIT D**(Section 8.7.2)****Allocation of Assessments Based Upon Square Footage of Units**

Address	Unit Type	Building Number	Square Footage	Percentage of Total Square Feet
2081	4	38	1374	0.01109317
2083	2	38	1211	0.009777168
2085	3	38	1121	0.009050541
2087	5	38	1476	0.01191668
2089	1	38	1011	0.008162441
2100	1	39	1011	0.008162441
2102	5	39	1476	0.01191668
2104	3	39	1121	0.009050541
2106	2	39	1211	0.009777168
2108	4	39	1374	0.01109317
2110	4	39	1374	0.01109317
2112	2	39	1211	0.009444168
2114	3	39	1121	0.009050541
2116	5	39	1476	0.01191668
2118	1	39	1011	0.008162441
2111	1	40	1011	0.008162441
2113	5	40	1476	0.01191668
2115	3	40	1121	0.009050541
2117	2	40	1211	0.009777168
2119	4	40	1374	0.01109317
2121	4	40	1374	0.01109317
2123	2	40	1211	0.009777168
2125	3	40	1121	0.009050541
2127	5	40	1476	0.01191668
2129	1	40	1011	0.008162441
2141	1	41	1011	0.008162441
2143	5	41	1476	0.01191668
2145	3	41	1121	0.009050541
2147	2	41	1211	0.009777168
2149	4	41	1374	0.01109317
2151	4	41	1374	0.01109317
2153	2	41	1211	0.009777168
2155	3	41	1121	0.009050541
2157	5	41	1476	0.01191668
2159	1	41	1011	0.008162441

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Address	Unit Type	Building Number	Square Footage	Percentage of Total Square Feet
2150	1	42	1011	0.008162441
2152	5	42	1476	0.01191668
2154	3	42	1121	0.009050541
2156	2	42	1211	0.009777168
2158	4	42	1374	0.01109317
2160	4	42	1374	0.01109317
2162	2	42	1211	0.009777168
2164	3	42	1121	0.009050541
2166	5	42	1476	0.01191668
2168	1	42	1011	0.008162441
2171	1	43	1011	0.008162441
2173	5	43	1476	0.01191668
2175	3	43	1121	0.009050541
2177	2	43	1211	0.009777168
2179	4	43	1374	0.01109317
2181	4	43	1374	0.01109317
2183	2	43	1211	0.009777168
2185	3	43	1121	0.009050541
2187	5	43	1476	0.01191668
2189	1	43	1011	0.008162441
2201	1	44	1011	0.008162441
2203	5	44	1476	0.01191668
2205	3	44	1121	0.009050541
2207	2	44	1211	0.009777168
2209	4	44	1374	0.01109317
2211	4	44	1374	0.01109317
2213	2	44	1211	0.009777168
2215	3	44	1121	0.009050541
2217	5	44	1476	0.01191668
2219	1	44	1011	0.008162441
2241	4	45	1374	0.01109317
2243	2	45	1211	0.009777168
2245	3	45	1121	0.009050541
2247	5	45	1476	0.01191668
2249	1	45	1011	0.008162441
2250	4	46	1374	0.01109317
2252	2	46	1211	0.009777168
2254	3	46	1121	0.009050541
2256	5	46	1476	0.01191668
2258	1	46	1011	0.008162441
2271	1	47	1011	0.008162441
2273	5	47	1476	0.01191668

**EDGEWATER ISLE SOUTH
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Address	Unit Type	Building Number	Square Footage	Percentage of Total Square Feet
2275	3	47	1121	0.009050541
2277	2	47	1211	0.009777168
2279	4	47	1374	0.01109317
2281	4	47	1374	0.01109317
2283	2	47	1211	0.009777168
2285	3	47	1121	0.009050541
2287	5	47	1476	0.01191668
2289	1	47	1011	0.008162441
2301	1	48	1011	0.008162441
2303	5	48	1476	0.01191668
2305	3	48	1121	0.009050541
2307	2	48	1211	0.009777168
2309	4	48	1374	0.01109317
2311	4	48	1374	0.01109317
2313	2	48	1211	0.009777168
2315	3	48	1121	0.009050541
2317	5	48	1476	0.01191668
2319	1	48	1011	0.008162441
2351	4	49	1374	0.01109317
2353	2	49	1211	0.009777168
2355	3	49	1121	0.009050541
2357	5	49	1476	0.01191668
2359	1	49	1011	0.008162441

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CERTIFICATE OF ACKNOWLEDGMENT

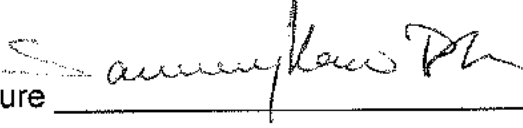
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

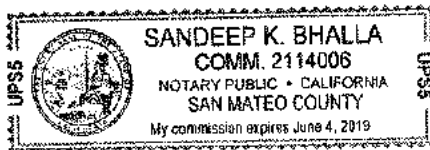
STATE OF CALIFORNIA)
COUNTY OF San Mateo) ss.

On 9/9/16, before me, Sandeep K. Bhalla, Notary Public, personally appeared **BARBARA FINNEGAN**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature  (Seal)



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EDGEWATER ISLE SOUTH OWNERS' ASSOCIATION

Minutes of the Board of Directors Meeting
July 29, 2019
1800 Gateway Drive, suite 100 – San Mateo, CA 94404

CALL TO ORDER:

President James Newell called the Edgewater Isle South Board of Directors meeting to order at 6:35PM.

DIRECTORS PRESENT

Lynn Hanlon – President /Treasurer
James Newell – Vice President
Noel Lecaros – Secretary
Jane Fraser - Director

ALSO PRESENT: Eileen Greathouse representing, The Manor Association, Inc.

OPEN FORUM: No homeowners were present.

1. MEETING MINUTES –

A) June 24, 2019 regular Board of Directors meeting.

It was **MSC** to approve the June 24, 2019 minutes of the regular Board of Directors meeting minutes as presented.

2. FINANCIAL STATEMENTS:

a. April 30, 2019, May 31, 2019 and June 30, 2019 financials. It was **MSC** to accept the April 30, 2019, May 31, 2019 and June 31, 2019 financial statements and bank reconciliation as submitted. Financial Statements include balance sheet, operating fund income statement, reserve fund income statement, bank reconciliation, check registers and general ledger pending year-end audit.

E-mail blast to owners regarding the bank change and set up for automatic monthly assessments.

b. It was **MSC** to approve the Standard Motion for Collections: Collections Standard Motion/ Lien Action: I motion to approve all owners with delinquent assessment balances in the 30, 60 and 90-day columns of the Delinquent Report dated July 31, 2019 are to be sent to collection with the timelines of the collection policy, included, but not limited to recording a lien against the property.

a. Lien approvals: No action at this time.

3. A. President: No discussion.

B. Treasurer: Director Hanlon noted she purchased two CD's after the June meeting, approved the purchase of one in the amount of \$150,000.00 and the other in amount of \$100,000.00 both at 2% interest.

C. Landscaping: There will be a tree walk with Loral Landscaping on July 31st for the annual tree maintenance and removals for the 2019 year. The monthly landscape walk with Greener will be held on Friday, August 2nd.

D. Inter- Association: Director Newell noted are continuing problems regarding the clogging of the sewer system in the communities.

E. Maintenance: It was **MSC** to approve a proposal from Positive Electric to install outdoor rated cable along the fence line to service the spa at a cost of \$1,275.00.

EDGEWATER ISLE SOUTH OWNERS' ASSOCIATION

4. OLD BUSINESS:

A. Lighting replacement: - update – It was **MSC** to ratify the approval of exterior lighting from American Power Solutions in the amount of **\$22,310.00**. Eileen will contact American Power Solutions regarding timeline for delivery, where the lights will be delivered, if a staging area is needed or if they can stock the lights in the maintenance area, how long the installation will take, notice for access to third floor decks and general notices to all South buildings.

B. Pool Furniture: – update - It was **MSC** to ratify the approval for pool furniture in the amount of \$ 6,714.57 from Leisure creations.

5. NEW BUSINESS:

A. Gutter Cleaning Proposal: – It was **MSC** to ratify the previous proposal for gutter cleaning from Commercial Gutter Cleaning in the amount of \$2,800.00.

B. Pool /spa vendor: Director Hanlon discussed some problems brought to her attention regarding the current vendor servicing the pool/spa. Eileen will contact Hills Pool Service regarding the issues and solicit two additional bids for service.

C. Draft Reserve Study review – Eileen presented the board with the draft Reserve Study provided by Beatty and Company. Board will review at a separate meeting, date to be determined.

D. 2020 Budget preparations – Eileen noted it was time to begin the 2020 Budget. With no regular scheduled meeting in August board members may want to have a special meeting to discuss the budget.

E. Tree inspection walk and proposal - Board pre -approved the pending tree maintenance, removal proposal from Loral Tree Service which will be based upon the walk on July 31st. They will ratify the proposal at the September meeting.

6. Newsletter Review: No review.

7. Set Next Meeting Date: Next regular Board of Directors meeting is tentatively scheduled for Monday, September 23,2019. 6:30PM at The Manor Association, 1800 Gateway Drive, Suite 100, San Mateo, CA 94404. There is no scheduled regular board meeting in August. Board may meet in August to review 2020 Reserve study and begin 2020 Budget.

8. Adjourn Meeting: The Board meeting was adjourned at 7:25PM.
Respectfully submitted by Eileen Greathouse, The Manor Association.

As approved by Board of Directors

Signed

Date

Approved by the Board 9/23/19

EDGEWATER ISLE SOUTH OWNERS' ASSOCIATION

Minutes of the Board of Directors Meeting
September 23, 2019
1800 Gateway Drive, suite 100 – San Mateo, CA 94404

CALL TO ORDER:

Lynn Hanlon, President called the Edgewater Isle South Board of Directors meeting to order at 6:35PM.

DIRECTORS PRESENT

Lynn Hanlon – President /Treasurer

James Newell – Vice President

Jane Fraser - Director

DIRECTORS NOT PRESENT

Noel Lecaros – Secretary

ALSO PRESENT: Eileen Greathouse representing, The Manor Association, Inc.

OPEN FORUM: No homeowners were present.

1. MEETING MINUTES –

A) July 29, 2019 regular Board of Directors meeting.

It was **MSC** to approve the July 29, 2019 minutes of the regular Board of Directors meeting minutes as presented.

2. FINANCIAL STATEMENTS:

- a. July 31, 2019 and August 31, 2019 financials. Director Hanlon had a few questions regarding the financials. The financials were tabled until the October meeting so she can review the financial with the bookkeeper for the account. Financial Statements include balance sheet, operating fund income statement, reserve fund income statement, bank reconciliation, check registers and general ledger pending year-end audit. Board recommended putting flyers on the mailboxes regarding Association's change in paying the monthly assessments.

a. Lien approvals: No action at this time.

3. A. President: No discussion.

B. Treasurer: It was **MSC** to allow Director Hanlon to roll over the expired certificates of deposit.

C. Landscaping: South has planted a few crepe myrtles in the community and will be looking at other areas to plant. The monthly landscape walk with Greener will be held on Friday, October 11TH.

D. Inter- Association: Director Newell noted some recent problems with the fence being torn under the bridge.

E. Maintenance: Miguel is moving along on painting the exposed area around the new lights.

4. OLD BUSINESS:

A. Lighting replacement: - update – American Power Solutions has completed the lighting project. Two units were not completed. Unit 2181 was not available and unit 2149 would not allow access. American Power Solutions left two lights for these areas with maintenance for future installation at the owners' expense.

EDGEWATER ISLE SOUTH OWNERS" ASSOCIATION

5. NEW BUSINESS:

- A.** 2019 Audit Engagement letter: – It was **MSC** to approve the 2019 financial review engagement letter from Levy, Erlanger in the amount of \$1,595 and tax preparation in the estimated amount of \$425.00.
- B. Insurance renewal:** It was **MSC** to approve the 2019-2020 Insurance as proposed by EPIC Insurance in the amount of \$30,079.49 an increase of \$1,333.61 from last year.
- C. Draft Reserve Study review** – Brief discussion. Board will review at a separate budget meeting next week, date to be determined.
- D. 2020 Budget preparations** – Board will review at a separate budget meeting next week.
- E. Tree inspection proposal** – It was **MSC** to ratify proposal 2019-0797 from Loral Tree Service in the amount of \$2,760.00 to remove the pine by 2252 and the senior building. It was **MSC** to approve proposal 2019-0982 in the amount of \$7,105.00 for the yearly tree trimming.
- F. Meeting time for October meeting:** It was **MSC** to start the October meeting at 6:30PM.
- G.** November meeting date and time: It was **MSC** to hold the November meeting on Monday, November 25, 2019 at 6:30PM at the Manor office.
- H.** Commercial Energy proposal: It was **MSC** to have Jim Newell approve the Commercial Energy Proposal after the board's questions regarding which method would be best for the community and what is the expected savings.

6. Newsletter Review: Board suggested doing a quarterly newsletter.**7. Set Next Meeting Date:** Next regular Board of Directors meeting is scheduled for Monday, October 28, 2019 6:30PM at The Manor Association, 1800 Gateway Drive, Suite 100, San Mateo, CA 94404.**8. Adjourn Meeting:** The Board meeting was adjourned at 7:25PM and moved into executive session to discuss a homeowner going to a board members home to address an issue.

Respectfully submitted by Eileen Greathouse, The Manor Association.

As approved by Board of Directors

Signed

Date

Approved by the Board 10/28/19

EDGEWATER ISLE SOUTH OWNERS' ASSOCIATION

Minutes of the Board of Directors Meeting
October 28, 2019
1800 Gateway Drive, suite 100 – San Mateo, CA 94404

CALL TO ORDER:

Lynn Hanlon, President called the Edgewater Isle South Board of Directors meeting to order at 6:33PM.

DIRECTORS PRESENT

Lynn Hanlon – President /Treasurer

James Newell – Vice President

Jane Fraser - Director

Noel Lecaros – Secretary

ALSO PRESENT: Eileen Greathouse representing, The Manor Association, Inc.

OPEN FORUM: No homeowners were present.

1. MEETING MINUTES –

A) September 23, 2019 regular Board of Directors meeting.

It was **MSC** to approve the September 23, 2019 minutes of the regular Board of Directors meeting Minutes as presented.

2. FINANCIAL STATEMENTS:

- a. July 31, 2019, August 31, 2019 and September 30, 2019 financials. Director Hanlon noted she had met with the accounting person for Edgewater Isle to review the financials. All board members acknowledged they have reviewed the financials and It was **MSC** to accept the July 31, 2019, August 31, 2019 September 30, 2019 financial statements and bank reconciliation as submitted. Financial Statements include balance sheet, operating fund income statement, reserve fund income statement, bank reconciliation, check registers and general ledger pending year-end audit. Board discussed the current delinquency report. It was noted that all owners were sent several notifications regarding the changes for the associations change in billing and banking, and a more than reasonable grace period was given. It was **MSC** to not remove any late fees or collection letter fees from current delinquent accounts.

a. Lien approvals: No action at this time.

3. A. President: No discussion.

B. Treasurer: Director Hanlon purchased four CD's in the amount of \$100,000 each with staggered terms with 1.85 %yield.

C. Landscaping: Landscape walk noted a few brown spots. The tree trimming has been completed.

D. Inter- Association: Master is working on the pond. Commercial Master's budget has been completed, no increase in dues. Master Association is working on the budget.

E. Maintenance: Pool heat will be turned off November 1, 2019 for the winter, the spa will remain on.

EDGEWATER ISLE SOUTH OWNERS' ASSOCIATION

4. OLD BUSINESS:

A. Lighting replacement: - update – Lighting replacement has been completed and Association has been billed. Units 2181 and 2149 will be replaced in the next few months.

5. NEW BUSINESS:

A. Draft Reserve Study review/approval: It was **MSC** to approve the 2020 revised reserve study with changes as presented.

B. 2020 Draft Budget review/approval: It was **MSC** to approve the 2020 Draft Budget as presented. The budget as presented has an approximate 4% increase.

C. Stratcomm inspection report: Board reviewed the report, 5 units were not available for the yearly fire system inspection. Cost for return service for the 5 units is \$575.00. The cost for the return visit will be divided among the 5 units. Each unit will be billed \$115.00 for the revisit. Also approved was to diagnose two in unit horns at a cost of \$725.00. Replacement horns are \$38.49 to replace.

D. Pest Control: It was **MSC** to terminate Terminix and hire Crane Pest Control to service the community at a cost of \$290.00 a month which includes ants, etc. and rodent control. Crane's proposal included a one time Set- up fee of \$1,082.00 for 36 rodent bait stations. A thirty day written notice of termination will be sent to Terminex.

6. Newsletter Review: A newsletter will be prepared November – December.

7. Set Next Meeting Date: Next regular Board of Directors meeting is scheduled for Monday, November 25, 2019 6:30PM at The Manor Association, 1800 Gateway Drive, Suite 100, San Mateo, CA 94404.

8. Adjourn Meeting: The Board meeting was adjourned at 7:01PM and board moved into executive session at 7:02 to discuss correspondence from a homeowner. Meeting adjourned at 7:13.

Respectfully submitted by Eileen Greathouse, The Manor Association.

As approved by Board of Directors

Approved by the Board 11/25/19

EDGEWATER ISLE SOUTH OWNERS' ASSOCIATION

Minutes of the Board of Directors Meeting
November 25, 2019
1800 Gateway Drive, suite 100 – San Mateo, CA 94404

CALL TO ORDER:

Lynn Hanlon, President called the Edgewater Isle South Board of Directors meeting to order at 6:30PM.

DIRECTORS PRESENT

Lynn Hanlon – President /Treasurer

James Newell – Vice President

Jane Fraser - Director

DIRECTORS NOT PRESENT

Noel Lecaros – Secretary

ALSO PRESENT: Eileen Greathouse representing, The Manor Association, Inc.

OPEN FORUM: No homeowners were present. Homeowner has inquired about replacing the interior fire detector.

1. MEETING MINUTES –

A) October 28, 2019 regular Board of Directors meeting.

It was **MSC** to approve the October 28, 2019 minutes of the regular Board of Directors meeting Minutes as presented.

B) Review and Approval - September 23, 2019 executive session

Not available will be added to the January agenda.

2. FINANCIAL STATEMENTS:

a. October 31, 2019 financials. It was **MSC** to accept the October 31, 2019 financial statements and bank reconciliation as submitted. Financial Statements include balance sheet, operating fund income statement, reserve fund income statement, bank reconciliation, check registers and general ledger pending year-end audit.

a. Lien approvals: No action at this time.

3. A. President: Board President Hanlon thanked everyone for assisting with the board's business over the past year.

B. Treasurer: Director Hanlon will review the Certificates of Deposit in January.

C. Landscaping: No landscape walk until February.

D. Inter- Association: Master has done work on the pond. Still having a few issues with the sewer systems, Asphalt repairs and sealcoating to begin in the next month or two weather permitting. The Master Association is currently looking into parking alternatives while the project is going on.

E. Maintenance: Director Newell noted that on his recent walks looking at caulking he noticed several of the upstairs double stairways that were blocked by miscellaneous items. Eileen will send an e-mail blast out notifying residents that blocking staircases is not allowed per CC&R's 7.2.3.

EDGEWATER ISLE SOUTH OWNERS" ASSOCIATION

4. **OLD BUSINESS:**

A. **Year in review** - No discussion.

5. **NEW BUSINESS:**

A. **Maintenance Holiday Bonus:** It was **MSC** to allocate \$800.00 for a holiday bonus for Miguel.

6. **Newsletter Review:** Eileen will send a newsletter out via e-mail in December.

7. **Set Next Meeting Date:** Next regular Board of Directors meeting is scheduled for Monday, January 27,2020, 6:30PM at The Manor Association, 1800 Gateway Drive, Suite 100, San Mateo, CA 94404. There is no December meeting.

8. **Adjourn Meeting:** The Board meeting was adjourned at 6:57 PM.

Respectfully submitted by Eileen Greathouse, The Manor Association.

As approved by Board of Directors

Approved by the Board 1/27/2020

Financial Statement Review (Required Civil Code Sec. 4525)
Edgewater Isle South Condominium Owners' Association

Order: YLZL7HZ73
Address: 2168 Vista del Mar
Order Date: 01-23-2020
Document not for resale
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April 02, 2018

To: Edgewater Isle South Association

Re: Annual Financial Statements

Dear Association Member:

Our Homeowner Association's Certified Public Accountants have completed their review of the Association's Financial Statements and have issued their Independent Auditors' Report for the fiscal year ending December 31, 2017 and 2016. The documents include:

- Independent Auditor's Report
 - Balance Sheets
 - Statements of Revenues, Expenses and Changes in Fund Balances
 - Statements of Cash Flows
 - Notes to Financial Statements
 - Supplementary Information
- Supplementary Information on Future Major Repairs and Replacements at December 31, 2017

Please keep this important document with your other Association records.

If you have any questions, please contact the Board of Directors through The Manor Association at 650.637.1616.

Sincerely,

Edgewater Isle South Board of Directors

Enclosure

Order: YLZL7HZ73
Address: 2168 Vista del Mar
Order Date: 01-23-2020
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353 Main Street
Redwood City, CA 94063

www.themanorassn.com

EDGEWATER ISLE SOUTH CONDOMINIUM OWNERS' ASSOCIATION

**FINANCIAL STATEMENTS
AND INDEPENDENT ACCOUNTANT'S REVIEW REPORT**

YEARS ENDED DECEMBER 31, 2017 AND 2016

LEVY, ERLANGER & COMPANY
Certified Public Accountants
San Francisco, California

Order: YLZL7HZ73

Address: 2168 Vista del Mar

Order Date: 01-23-2020

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EDGEWATER ISLE SOUTH CONDOMINIUM OWNERS' ASSOCIATION

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YEARS ENDED DECEMBER 31, 2017 AND 2016**

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LEVY, ERLANGER & COMPANY
Certified Public Accountants

290 King Street, Suite 12
San Francisco, CA 94107

INDEPENDENT ACCOUNTANT'S REVIEW REPORT

Board Of Directors
Edgewater Isle South Condominium Owners' Association
San Mateo, California

We have reviewed the accompanying financial statements of **Edgewater Isle South Condominium Owners' Association** (the Association) which comprise the balance sheets as of December 31, 2017 and 2016, and the related statements of revenues, expenses and changes in fund balances and cash flows, for the years then ended and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of Association management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility

Our responsibility is to conduct the review engagements in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Accountant's Conclusion on the Financial Statements

Based on our reviews, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

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Board Of Directors
Edgewater Isle South Condominium Owners' Association
Independent Accountant's Review Report (Continued)

Future Major Repairs and Replacements

As further discussed in the notes to the financial statements, the Association has completed a study of its common area major components sufficient to assist the Board in planning for future major repairs and replacements. The reasonableness of the resulting replacement reserve funding plan is a function of the completeness of the major component list and the accuracy of the estimated quantity, useful and remaining lives, and replacement costs of those components.

Funds are being accumulated in the replacement fund based on estimated future costs for repair and replacement of common area property. Actual expenditures and investment income may vary from the estimated amounts, and the variations may be material. Therefore, amounts accumulated in the replacement fund may or may not be adequate to meet all future component repair and replacement costs. The ability of the Association to fund its future requirements is dependent upon annual increases in that portion of the assessment which is allocated to the replacement fund, and/or special assessments. In the event that funds are not available when needed, the Board may, subject to the constraints of California law and the Association's governing documents, increase regular assessments, levy special assessments, and/or delay repair and replacement of common area major components until sufficient funds are available.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the information about future major repairs and replacements of common property be presented to supplement the basic financial statements. Such information, although not a required part of the basic financial statements, is required by the Financial Accounting Standards Board, which considers it to be an essential part of financial reporting and for placing the basic financial statements in an appropriate operational, economic, or historical context. Such information is the responsibility of management. We have not audited, reviewed or compiled the required supplementary information, and do not express an opinion, a conclusion, nor provide any assurance on it.

Zerv, Erlanger & Company

March 14, 2018

EDGEWATER ISLE SOUTH CONDOMINIUM OWNERS' ASSOCIATION**BALANCE SHEETS
DECEMBER 31, 2017 AND 2016**

	<u>2017</u>			<u>2016</u>
	<u>Operations Fund</u>	<u>Replacement Fund</u>	<u>Total Funds</u>	<u>Total Funds</u>
ASSETS				
Cash and cash equivalents (Note 2)	\$ 227,683	\$ 730,852	\$ 958,535	\$ 536,696
Investment in certificates of deposit (Note 2)		771,958	771,958	968,714
Assessments receivable, less allowance for doubtful accounts of \$1,000 and \$1,000, respectively (Note 2)	9,590		9,590	8,642
Prepaid insurance	38,728		38,728	36,343
Total assets	<u>\$ 276,001</u>	<u>\$ 1,502,810</u>	<u>\$ 1,778,811</u>	<u>\$ 1,550,395</u>
LIABILITIES				
Accounts payable	\$ 10,615	\$ 18,621	\$ 29,236	\$ 6,096
Assessments paid in advance	3,695		3,695	5,068
Income taxes payable		255	255	340
Due to (due from) other fund	23,043	(23,043)		
Future major repairs and replacements (Note 3)	-	-	-	-
Total liabilities	<u>37,353</u>	<u>(4,167)</u>	<u>33,186</u>	<u>11,504</u>
COMMITMENTS (NOTE 4)	-	-	-	-
FUND BALANCE (DEFICIT)	<u>238,648</u>	<u>1,506,977</u>	<u>1,745,625</u>	<u>1,538,891</u>
Total liabilities and fund balance	<u>\$ 276,001</u>	<u>\$ 1,502,810</u>	<u>\$ 1,778,811</u>	<u>\$ 1,550,395</u>

See independent accountant's review report and accompanying notes.

EDGEWATER ISLE SOUTH CONDOMINIUM OWNERS' ASSOCIATION**STATEMENTS OF REVENUES, EXPENSES
AND CHANGES IN FUND BALANCES
YEARS ENDED DECEMBER 31, 2017 AND 2016**

	<u>2017</u>			<u>2016</u>
	<u>Operations Fund</u>	<u>Replacement Fund</u>	<u>Total Funds</u>	<u>Total Funds</u>
REVENUES				
Assessments	\$ 273,790	\$ 229,800	\$ 503,590	\$ 490,074
Commercial assessments	6,960		6,960	6,096
Interest income (Note 2)		5,545	5,545	4,215
Late charges and other income	3,231		3,231	1,187
Total revenues	283,981	235,345	519,326	501,572
EXPENSES				
<u>Administration</u>				
Commercial assessments	7,076	-	7,076	6,096
Income tax provision (Note 2)		845	845	558
Insurance	73,064		73,064	89,280
Legal and accounting	4,515		4,515	5,396
Management	28,896		28,896	27,785
Master association assessments	7,627		7,627	13,531
Office, printing and postage	8,103		8,103	10,995
Taxes and permits	2,187		2,187	2,269
	131,468	845	132,313	155,910
<u>Maintenance and operations</u>				
Fire alarm and safety systems	10,184	-	10,184	12,542
Gutter cleaning	3,050		3,050	2,800
Irrigation system maintenance	1,668		1,668	329
Landscape maintenance	22,814		22,814	23,555
Leak repairs	17,838		17,838	
Pest control	2,616		2,616	4,680
Plumbing maintenance	6,239		6,239	942
Pool and spa maintenance	6,631		6,631	6,746

See independent accountant's review report and accompanying notes.

EDGEWATER ISLE SOUTH CONDOMINIUM OWNERS' ASSOCIATION**STATEMENTS OF REVENUES, EXPENSES
AND CHANGES IN FUND BALANCES
YEARS ENDED DECEMBER 31, 2017 AND 2016**

	<u>2017</u>			<u>2016</u>
	<u>Operations Fund</u>	<u>Replacement Fund</u>	<u>Total Funds</u>	<u>Total Funds</u>
EXPENSES (CONTINUED)				
<u>Maintenance and operations (continued)</u>				
Tree maintenance	\$ 15,663	\$ -	\$ 15,663	\$ 2,690
Other maintenance and operations	5,120		5,120	475
	<u>91,823</u>	<u>-</u>	<u>91,823</u>	<u>54,759</u>
<u>Utilities</u>				
Gas and electricity	20,469	-	20,469	21,007
Telephone	2,984		2,984	2,585
	<u>23,453</u>	<u>-</u>	<u>23,453</u>	<u>23,592</u>
<u>Major repairs and replacements</u>				
Landscaping, trees and irrigation	-	-	-	4,695
Pool and spa				3,091
Project management		26,170	26,170	
Sidewalks, paths and walkways		3,060	3,060	
Siding and trim		18,621	18,621	
Stairs and railings		9,926	9,926	
Other major repairs and replacements		7,226	7,226	150
	<u>-</u>	<u>65,003</u>	<u>65,003</u>	<u>7,936</u>
Total expenses	<u>246,744</u>	<u>65,848</u>	<u>312,592</u>	<u>242,197</u>

See independent accountant's review report and accompanying notes.

EDGEWATER ISLE SOUTH CONDOMINIUM OWNERS' ASSOCIATION**STATEMENTS OF REVENUES, EXPENSES
AND CHANGES IN FUND BALANCES
YEARS ENDED DECEMBER 31, 2017 AND 2016**

	<u>2017</u>			<u>2016</u>
	<u>Operations Fund</u>	<u>Replacement Fund</u>	<u>Total Funds</u>	<u>Total Funds</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	\$ 37,237	\$ 169,497	\$ 206,734	\$ 259,375
BOARD-APPROVED INTERFUND RECLASSIFICATIONS AND TRANSFERS	(947)	947	-	-
FUND BALANCE (DEFICIT), BEGINNING OF YEAR	<u>202,358</u>	<u>1,336,533</u>	<u>1,538,891</u>	<u>1,279,516</u>
FUND BALANCE (DEFICIT), END OF YEAR	<u>\$ 238,648</u>	<u>\$ 1,506,977</u>	<u>\$ 1,745,625</u>	<u>\$ 1,538,891</u>

See independent accountant's review report and accompanying notes.

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Address: 2168 Vista del Mar
Order Date: 01-23-2020
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EDGEWATER ISLE SOUTH CONDOMINIUM OWNERS' ASSOCIATION**STATEMENTS OF CASH FLOWS
YEARS ENDED DECEMBER 31, 2017 AND 2016**

	2017			2016
	Operations Fund	Replacement Fund	Total Funds	Total Funds
OPERATING ACTIVITIES				
Excess (deficiency) of revenues over expenses	\$ 37,237	\$ 169,497	\$ 206,734	\$ 259,375
Adjustments to reconcile excess (deficiency) of revenues over expenses to net cash provided by operating activities:				
Decrease (increase) in assets:				
Assessments receivable	(948)	-	(948)	(2,811)
Prepaid insurance	(2,385)		(2,385)	6,237
Prepaid income taxes				158
Increase (decrease) in liabilities:				
Accounts payable	4,519	18,621	23,140	(7,219)
Assessments paid in advance	(1,373)		(1,373)	285
Income taxes payable		(85)	(85)	340
Due to (due from) other fund	23,043	(23,043)		
Total adjustments	22,856	(4,507)	18,349	(3,010)
NET CASH PROVIDED BY (USED FOR) OPERATING ACTIVITIES	60,093	164,990	225,083	256,365
INVESTING ACTIVITIES				
Net (purchase) sale of certificates of deposit	-	196,756	196,756	(227,153)
NET CASH PROVIDED BY (USED FOR) INVESTING ACTIVITIES	-	196,756	196,756	(227,153)

See independent accountant's review report and accompanying notes.

EDGEWATER ISLE SOUTH CONDOMINIUM OWNERS' ASSOCIATION**STATEMENTS OF CASH FLOWS
YEARS ENDED DECEMBER 31, 2017 AND 2016**

	<u>2017</u>			<u>2016</u>
	<u>Operations Fund</u>	<u>Replacement Fund</u>	<u>Total Funds</u>	<u>Total Funds</u>
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	\$ 60,093	\$ 361,746	\$ 421,839	\$ 29,212
BOARD-APPROVED INTERFUND RECLASSIFICATIONS AND TRANSFERS	(947)	947	-	-
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	<u>168,537</u>	<u>368,159</u>	<u>536,696</u>	<u>507,484</u>
CASH AND CASH EQUIVALENTS, END OF YEAR	<u>\$ 227,683</u>	<u>\$ 730,852</u>	<u>\$ 958,535</u>	<u>\$ 536,696</u>
<u>Supplemental Disclosures</u>				
Interest paid	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Income taxes paid	<u>\$ -</u>	<u>\$ 845</u>	<u>\$ 845</u>	<u>\$ 400</u>

See independent accountant's review report and accompanying notes.

EDGEWATER ISLE SOUTH CONDOMINIUM OWNERS' ASSOCIATION

NOTES TO FINANCIAL STATEMENTS YEARS ENDED DECEMBER 31, 2017 AND 2016

1. THE ASSOCIATION

Edgewater Isle South Condominium Owners' Association (the Association) is a common interest development located in San Mateo, California which consists of 100 residential units and certain common area property. The Association was organized as a nonprofit mutual-benefit corporation in June 1985 to provide for management, maintenance and architectural control of the individual units and the common area property. The Association is governed by a member-elected Board of Directors which is responsible for enforcing provisions of the governing documents, which include covenants, conditions and restrictions (CC&Rs), by laws, and rules and regulations. Major decisions, as determined by the CC&Rs, are referred to the Association owners as a whole. The Association is a subassociation of the master association known as Edgewater Isle Master Association, Inc. (Master Association). The Master Association, consisting of 416 residential units, was organized in December 1983 to provide for management, maintenance and architectural control of the individual units and the Master Association common property.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Assessments. Association members are subject to annual assessments, usually payable in equal monthly installments, to provide funds for operating expenses and major repairs and replacements. In addition to regular annual assessments, special and/or emergency assessments may be imposed by the Association's Board Of Directors, under certain circumstances without member approval. Any excess assessments at year end are retained by the Association for use in the succeeding year. Revenues and expenses and information about future major repairs and replacements are explained in greater detail in the annually-distributed pro forma operating budget (pursuant to California Civil Code Section 5300).

See independent accountant's review report.

EDGEWATER ISLE SOUTH CONDOMINIUM OWNERS' ASSOCIATION**NOTES TO FINANCIAL STATEMENTS
YEARS ENDED DECEMBER 31, 2017 AND 2016****2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

Assessments receivable at the balance sheet date represents the aggregate amount of assessments due from unit owners. The Association's policy is to retain a collection service and/or legal counsel and place liens on the properties of owners whose assessments are delinquent. In certain instances, foreclosure may be necessary. The collection process is explained in greater detail in the annually distributed annual statement of collection procedure (pursuant to California Civil Code Section 5730). Because of these collection procedures, the Board believes that, subject to a reasonable allowance for doubtful accounts, if any, all assessments are collectible. The estimate of allowance for doubtful accounts, if any, is based, generally, on amounts past due greater than 90 to 120 days.

Basis of presentation. The accompanying financial statements, and the Association's corporate income tax returns, have been prepared on the accrual basis of accounting, in accordance with accounting principles generally accepted in the United States of America, whereby revenues are recognized when earned and expenses are recognized when incurred.

Cash and cash equivalents. For purposes of the statement of cash flows, the Association considers all short-term investments with a maturity at date of purchase of three months or less to be cash equivalents. Cash equivalents are classified with cash in the balance sheet.

Concentrations of credit risk. Financial instruments which potentially subject the Association to concentrations of credit risk consist principally of cash, cash equivalents and investments. The Association maintains its financial instruments with what management believes to be high credit quality financial institutions and limits the amount of credit exposure to any one particular institution. Cash, cash equivalents and investments in excess of federal deposit insurance (FDIC) coverage limits as of December 31, 2017 totaled approximately \$573,000.

Estimates. The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates, and the differences could be material.

See independent accountant's review report.

EDGEWATER ISLE SOUTH CONDOMINIUM OWNERS' ASSOCIATION

NOTES TO FINANCIAL STATEMENTS YEARS ENDED DECEMBER 31, 2017 AND 2016

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Fund accounting. The Association's governing documents provide certain guidelines for governing its financial activities. To ensure the observance of limitations and restrictions on the use of financial resources, the Association maintains its accounts using fund accounting. Financial resources are classified for accounting and reporting purposes in two funds established according to their nature and purpose. The operations fund is used to account for the financial resources available for the general day-to-day operations of the Association. The replacement fund is used to accumulate financial resources designated for future major repairs and replacements.

Income taxes are paid on income from sources which are not related to the nonprofit, membership purposes of the Association. Nonmembership income, less related nonmembership expenses, subject to federal and California income taxes includes interest earned on cash and cash equivalents, and investments.

For federal purposes, the Association may elect to be taxed as either a regular corporation or as a homeowners association. In the former instance, it is taxed at graduated rates from 15% to 39% on net nonmember income; in the latter case it is taxed on net nonexempt function income (which is generally similar to net nonmember income) at a flat 30% rate. California income taxes approximate 9% of taxable income.

The Association's tax filings are subject to audit by various taxing authorities: federal income tax returns for the previous three years remain open to examination by the Internal Revenue Service and California income tax returns for the previous four years remain open to examination by the Franchise Tax Board. In evaluating the Association's tax provisions and accruals, the Association believes that its estimates are appropriate based on current facts and circumstances.

Interest earned on operations and replacement funds, net of related income taxes, is retained in said respective funds.

Investments consist of federally-insured certificates of deposit stated at cost which approximates market value.

Membership in the Association is mandatory by virtue of unit ownership.

See independent accountant's review report.

EDGEWATER ISLE SOUTH CONDOMINIUM OWNERS' ASSOCIATION

NOTES TO FINANCIAL STATEMENTS YEARS ENDED DECEMBER 31, 2017 AND 2016

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Real and personal common property acquired by the original owners from the developer is not recognized in the Association's financial statements, in accordance with prevalent industry practice, because it is commonly owned by the individual Association members and its disposition by the Board Of Directors is restricted. Similarly, major repairs, replacements and improvements to real and personal property are not recognized.

3. FUTURE MAJOR REPAIRS AND REPLACEMENTS

The Association's governing documents, and California state law (Civil Code Section 5300), require that the Board Of Directors provide for the repair and replacement of Association common area major components. Accordingly, funds which comprise the replacement fund are not generally available for the payment of day-to-day operating expenses.

The Association has completed a study of its common area major components sufficient to assist the Board in planning for future major repairs and replacements. The reasonableness of the resulting reserve funding plan is a function of the completeness of the major component list, the accuracy of the estimated quantity, useful and remaining lives and current replacement costs of those components, and the reasonableness of significant funding assumptions, including but not limited to the projected major component cost increases (aka inflation) and interest earning rate(s) on replacement fund cash balances.

Funds are being accumulated in the replacement fund based on estimated future costs for repair and replacement of common area property. Actual expenditures and investment income may vary from the estimated amounts, and the variations may be material.

See independent accountant's review report.

EDGEWATER ISLE SOUTH CONDOMINIUM OWNERS' ASSOCIATION

**NOTES TO FINANCIAL STATEMENTS
YEARS ENDED DECEMBER 31, 2017 AND 2016**

3. FUTURE MAJOR REPAIRS AND REPLACEMENTS (CONTINUED)

Therefore, amounts accumulated in the replacement fund may or may not be adequate to meet all future component repair and replacement costs. The ability of the Association to fund its future requirements is dependent upon annual increases in that portion of the assessment which is allocated to the replacement fund, and/or special assessments. In the event that funds are not available when needed, the Board may, subject to the constraints of California law and the Association's governing documents, increase regular assessments, levy special assessments, and/or delay repair and replacement of common area major components until funds are available.

Additional information about future major repairs and replacements may be found in the annually-distributed pro forma operating budget and related assessment and reserve funding disclosure summary (pursuant to California Civil Code Section 5300).

4. COMMITMENTS

The Association enters into contracts for management and/or maintenance services in the normal course of its business operations. These contracts are generally cancelable on thirty to ninety days' advance notice.

5. DATE OF MANAGEMENT'S REVIEW

In preparing the financial statements, the Association has evaluated events and transactions for potential recognition or disclosure through March 14, 2018, the date that the financial statements were available to be issued.

See independent accountant's review report.

EDGEWATER ISLE SOUTH CONDOMINIUM OWNERS' ASSOCIATION

**SUPPLEMENTARY INFORMATION ON FUTURE
MAJOR REPAIRS AND REPLACEMENTS
DECEMBER 31, 2017
(COMPILED WITHOUT AUDIT OR REVIEW)**

The following information on common area major components was compiled by Manor Reserve Study Division of Redwood City, California **as of August 2017** and has served as the basis for the current estimates of replacement reserve funding:

Description	Replacement Year	Useful Life	Adjustment	Remaining Life	Current Cost	Assigned Reserves	Fully Funded
Roofing							
Chimney Cap and Duct Replacement	2040	25	0	22	119,442	0	14,333
Composition Shingle	2028	30	0	10	704,629	0	469,753
Flat Roofing - Pool Buildings	2022	16	0	4	9,844	7,383	7,383
Gutters and Downspouts	2028	30	0	10	114,595	0	26,297
Roofing - Total					\$948,510	\$7,383	\$567,865
Lighting							
Address Fixtures	2021	35	0	3	4,195	3,836	3,836
Colonial Fixtures	2029	30	0	11	22,934	0	14,525
Lighting Fixtures - Maintenance/Replacements	2018	12	0	0	2,953	2,953	2,953
Wall Mounted Fixtures (Pool Area)	2021	35	0	3	1,844	1,686	1,686
Lighting - Total					\$31,927	\$8,475	\$23,000
Recreation/Pool							
Exterior Shower Tile	2019	13	0	1	1,137	1,050	1,050
Furniture	2018	7	0	0	3,897	3,897	3,897
Hot Water Heater	2030	15	0	12	1,297	0	259
Misc. - Drain Covers, Fittings, Permits and E.L.	2018	8	0	0	4,113	4,113	4,113
Pool Border Tile, Step Trim and Depth Mark..	2020	10	0	2	4,416	3,533	3,533
Pool Bullnose Coping	2020	10	0	2	7,732	6,186	6,186
Pool Circulating Pumps/Motors	2018	15	0	0	2,002	2,002	2,002
Pool Decking - Repairs	2018	5	0	0	2,401	2,401	2,401
Pool Decking - Replacements	2026	15	0	8	26,739	0	12,478
Pool Fiberglass and Crack Repair	2020	11	0	2	12,773	10,450	10,450
Pool Filter	2018	13	0	0	1,270	1,270	1,270
Pool Heater	2018	13	0	0	4,637	4,637	4,637
Pool Mastic Redo	2018	5	0	0	1,104	1,104	1,104
Pool/Spa Code Repairs	2040	30	0	22	5,412	0	1,443
Restrooms - Refurbish	2021	33	0	3	8,170	7,427	7,427
Solar System	2029	15	0	11	10,234	0	2,729
Spa Booster Motor	2018	16	0	0	2,319	2,319	2,319
Spa Bullnose Tile Coping	2020	10	0	2	5,520	4,416	4,416
Spa Circulating Pumps/Motors	2018	13	0	0	2,319	2,319	2,319
Spa Cover	2018	3	0	0	520	520	520
Spa Fiberglass and Crack Repair (Including ..	2020	10	0	2	3,680	2,944	2,944
Spa Filter	2018	13	0	0	1,104	1,104	1,104
Spa Heater	2018	8	0	0	4,196	4,196	4,196
W.I. Pool Fencing Replacement	2020	35	0	2	10,132	9,553	9,553
W.I. Pool Fencing and Gate - Painting/Repairs	2018	10	0	0	2,246	2,246	2,246
W.I. Pool Gate - Replacement	2020	22	0	2	568	517	517
Recreation/Pool - Total					\$129,940	\$78,204	\$95,114
Decks, Landings							
Deck/Landing - Recoat/Repairs	2018	6	0	0	32,985	32,985	32,985

See independent accountant's review report and accompanying notes.

EDGEWATER ISLE SOUTH CONDOMINIUM OWNERS' ASSOCIATION

**SUPPLEMENTARY INFORMATION ON FUTURE
MAJOR REPAIRS AND REPLACEMENTS
DECEMBER 31, 2017
(COMPILED WITHOUT AUDIT OR REVIEW)**

Description	Replacement Year	Useful Life	Adjustment	Remaining Life	Current Cost	Assumed Reserves	Fully Funded
<i>Decks, Landings continued...</i>							
Deck/Landing - Resurface - I	2031	25	0	13	107,648	0	51,671
Deck/Landing - Resurface - II	2021	25	0	3	107,648	94,730	94,730
Deck/Landing - Resurface - III	2026	35	0	8	107,648	0	83,043
Patio/Decks - Testing	2018	6	0	0	11,593	11,593	11,593
Decks, Landings - Total					\$367,522	\$139,308	\$274,022
Fencing, Rails, Gates and Doors							
Front Doors	2018	1	0	0	3,464	3,464	3,464
Garage Doors	2019	35	0	1	92,016	89,387	89,387
Utility Room Doors	2018	2	0	0	574	574	574
Fencing, Rails, Gates and Doors - Total					\$96,054	\$93,425	\$93,425
Fire Systems							
Audible Alarms	2021	20	0	3	14,999	12,749	12,749
Control Panel	2021	17	0	3	19,321	15,912	15,912
Enunciator	2021	20	0	3	7,039	5,983	5,983
Fire Extinguishers	2026	25	0	8	9,432	0	6,414
Pull Stations	2020	15	0	2	16,854	14,606	14,606
Sprinkler Heads Fire System - Replace	2021	20	0	3	33,966	28,871	28,871
Standpipe System - Repairs	2021	30	0	3	31,687	28,518	28,518
Fire Systems - Total					\$133,297	\$106,639	\$113,053
Landscaping and Irrigation Equipment							
1.5-inch Control Valves	2021	20	0	3	15,196	12,917	12,917
24-Station Timer Clocks	2030	15	0	12	15,918	0	3,184
8-Station Timer Clocks	2030	15	0	12	10,612	0	2,122
Backflow Valves	2019	21	0	1	4,192	3,993	3,993
Flow Meter - Maintenance (10%)	2019	16	0	1	1,732	1,624	1,624
Local Surface Drain Lines	2026	20	0	8	11,514	0	6,908
Tree Crowning/Removal/Replacement	2023	12	0	5	9,126	0	5,324
Landscaping and Irrigation Equipment - Total					\$68,291	\$18,533	\$36,071
Miscellaneous							
Concrete Repairs (Grinding/Misc.)	2018	4	0	0	20,783	20,783	20,783
Postal Mailbox Structures	2020	35	0	2	7,651	7,214	7,214
Sewer/Storm Drain Back Up Fund	2020	10	0	2	5,737	4,590	4,590
Trash Enclosure Replacement	2031	40	0	13	64,519	0	43,551
Miscellaneous - Total					\$98,690	\$32,586	\$76,137
Siding and Windows							
Siding Replacements - Phase 1	2021	40	0	3	150,999	139,674	139,674
Siding Replacements - Phase 2	2022	40	0	4	150,999	135,899	135,899
Siding Replacements - Phase 3	2023	40	0	5	150,999	0	132,124
Siding Replacements - Phase 4	2024	40	0	6	150,999	0	128,349

See independent accountant's review report and accompanying notes.

EDGEWATER ISLE SOUTH CONDOMINIUM OWNERS' ASSOCIATION

**SUPPLEMENTARY INFORMATION ON FUTURE
MAJOR REPAIRS AND REPLACEMENTS
DECEMBER 31, 2017
(COMPILED WITHOUT AUDIT OR REVIEW)**

Description	Replacement Year	Useful Life	Adjustment	Remaining Life	Current Cost	Assigned Reserves	Fully Funded
<i>Siding and Windows continued...</i>							
Windows - Phase 1	2021	40	0	3	121,232	112,140	112,140
Windows - Phase 2	2022	40	0	4	121,232	16,588	109,109
Windows - Phase 3	2023	40	0	5	121,232	0	106,078
Windows - Phase 4	2024	40	0	6	121,232	0	103,048
Siding and Windows - Total					\$1,088,927	\$404,302	\$966,423
Waterproofing							
Dry Rot Repair Fund	2018	5	0	0	149,235	149,235	149,235
Repairs, Siding/Leakage/Caulk/Waterproof/P.	2018	8	0	0	34,466	34,466	34,466
Repairs, Stair Repairs - Contingency	2018	5	0	0	10,771	10,771	10,771
Stair Hand Rails	2018	20	0	0	3,594	3,594	3,594
Trash Enclosures (Paint/Repair)	2018	5	0	0	2,446	2,446	2,446
Waterproofing/Painting Exterior Surfaces - ..	2018	5	0	0	200,250	200,250	200,250
Waterproofing - Total					\$400,763	\$400,763	\$400,763
Total Asset Summary					\$3,363,921	\$1,289,619	\$2,645,873
Contingency at 3.00%						\$39,885	\$81,831
Summary Total						\$1,329,504	\$2,727,704

The Association has conducted a study to estimate the useful and remaining lives and current replacement costs of common property major components. Funding requirements consider an estimated **before-tax interest rate** of **1%** on replacement fund cash balances and an annual **inflation rate** of **2-1/2%** on major component replacement costs. The replacement fund **cash** and investment balances at December 31, 2017 totaled **\$1,502,810**. The estimated **liability** for major repairs and replacements at this date totaled approximately **\$2,728,000**. The portion of **2018** regular **assessments** budgeted to be allocated to the replacement fund totals **\$245,858**.

See independent accountant's review report and accompanying notes.

**Insurance Disclosure (Non Required Civil Code Sec. 4525)
Edgewater Isle South Condominium Owners' Association**

Order: YLZL7HZ73
Address: 2168 Vista del Mar
Order Date: 01-23-2020
Document not for resale
HomeWiseDocs



**INSURANCE DISCLOSURE
Edgewater Isle South COA
September 2019**

Property Insurance

Carrier: Travelers Property Casualty Co of Amer.
 Policy #: 6300P444272
 Policy Term: October 1, 2019 to October 1, 2020
 LIMIT: Special Form, Replacement Cost, Limit is part of Master Policy Blanket Limit, currently \$40,000,000
 Deductible: \$2,500

General Liability Insurance

Carrier: Travelers Property Casualty Co of Amer.
 Policy #: 6300P444272
 Policy Term: October 1, 2019 to October 1, 2020
 LIMIT: \$1,000,000 Per Occurrence
 \$50,000,000 Total Aggregate
 Deductible: None

Workers' Compensation

Carrier: Republic Indemnity Co of America
 Policy #: 25205804
 Policy Term: October 1, 2019 to October 1, 2020
 LIMIT: Statutory

Earthquake Insurance

Carrier: Palomar Specialty Ins Co
 Policy #: PA701352
 Policy Term: May 1, 2019 to May 1, 2020
 LIMIT: \$15,000,000
 Deductible: 20% per unit

Director's & Officer's Liability Insurance

Carrier: Continental Casualty Company
 Policy #: 618745478
 Policy Term: October 1, 2019 to October 1, 2020
 LIMIT: \$1,000,000 Per Occurrence
 \$1,000,000 Total Aggregate
 Deductible: \$1,000

Excess Liability Insurance

Carrier: Continental Insurance Company
 Policy #: CUE60464542731000126026
 Policy Term: October 1, 2019 to October 1, 2020
 LIMIT: \$5,000,000 Per Occurrence
 \$5,000,000 Annual Aggregate

Fidelity Insurance

Carrier: Travelers Casualty & Surety Co.
 Policy #: 106780840
 Policy Term: October 1, 2018 to October 1, 2020
 LIMIT: \$1,300,000
 Computer Fraud Limit: \$1,300,000
 Funds Transfer Fraud Limit: \$1,300,000
 Deductible: \$10,000

****IMPORTANT NOTICE****

Your personal property and personal liability are NOT COVERED under the Homeowners' Association Master Insurance Policy! An HO6 Policy may be required.

This summary of the association's policies of insurance provides only certain information, as required by subdivision (f) of Section 1365 of the Civil Code, and should not be considered a substitute for the complete policy terms and conditions contained in the actual policies of insurance. Any association member may, upon request and provision of reasonable notice, review the association's insurance policies and, upon request and payment of reasonable duplication charges, obtain copies of those policies. Although the association maintains the policies of insurance specified in this summary, the association's policies of insurance may not cover your property, including personal property or, real property improvements to or around your dwelling, or personal injuries or other losses that occur within or around your dwelling. Even if a loss is covered, you may nevertheless be responsible for paying all or a portion of any deductible that applies. Association members should consult with their individual insurance broker or agent for appropriate additional coverages.



CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
09/10/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

PRODUCER LIC #0B29370 1-925-244-7700 Edgewood Partners Insurance Centers (EPIC) [San Mateo - Branch ID 14605] P.O. BOX 5003 San Ramon, CA 94583	CONTACT NAME: Certificates Department PHONE (A/C, No, Ext): FAX (A/C, No): 415.369.9605 E-MAIL ADDRESS: ManorCerts@epicbrokers.com PRODUCER CUSTOMER ID:														
INSURED Edgewater Isle South Condominium Owners Association c/o The Manor Association, Inc. 1800 Gateway Drive, Suite 100 San Mateo, CA 94404	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC#</th> </tr> <tr> <td>INSURER A: TRAVELERS PROP CAS CO OF AMER</td> <td style="text-align: center;">25674</td> </tr> <tr> <td>INSURER B: TRAVELERS CAS & SURETY CO</td> <td style="text-align: center;">19038</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC#	INSURER A: TRAVELERS PROP CAS CO OF AMER	25674	INSURER B: TRAVELERS CAS & SURETY CO	19038	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER: 57170234** **REVISION NUMBER:**

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Location Description: 2081-2359 Vista del Mar, San Mateo, CA 94404

*** NOTE: H06 Not Included* **The property management company is included on the Crime Policy****

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	COVERED PROPERTY	LIMITS		
A	X	PROPERTY	6300P444272-66	10/01/19	10/01/20		BUILDING	\$	
		CAUSES OF LOSS				DEDUCTIBLES		PERSONAL PROPERTY	\$
		BASIC				BUILDING 2,500		BUSINESS INCOME	\$
		BROAD				CONTENTS		EXTRA EXPENSE	\$
	X	SPECIAL						RENTAL VALUE	\$
		EARTHQUAKE					X	BLANKET BUILDING	\$ 40,000,000
	X	WIND				INCLUDED		BLANKET PERS PROP	\$
		FLOOD						BLANKET BLDG & PP	\$
	X	REPL COST				INCLUDED	X	BUILD ORDINANCE	\$ 2,500,000
									\$
		INLAND MARINE	TYPE OF POLICY					\$	
		CAUSES OF LOSS						\$	
		NAMED PERILS	POLICY NUMBER					\$	
								\$	
B	X	CRIME	106780840	10/01/18	10/01/20	X	FIDELITY	\$ 1,300,000	
		TYPE OF POLICY				X	Computer Fraud	\$ 1,300,000	
		Commercial Crime				X	FundsTransFraud	\$ 1,300,000	
A	X	BOILER & MACHINERY / EQUIPMENT BREAKDOWN	6300P444272-66	10/01/19	10/01/20	X	INCLUDED	\$	
								\$	
			# OF UNITS = 100					\$	
			# OF BUILDINGS = 12					\$	

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Evidence of Coverage

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Order: YLZL7HZ73
Address: 2108 Vista del Mar
Order Date: 01-23-2020

Document not for resale



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
09/10/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Insurance Centers (EPIC) [San Mateo - Branch ID 14605] P.O. BOX 5003 San Ramon, CA 94583	CONTACT NAME: Certificates Department PHONE (A/C, No, Ext): FAX (A/C, No): 415.369.9605 E-MAIL ADDRESS: ManorCerts@epicbrokers.com												
INSURED Edgewater Isle South Condominium Owners Association c/o The Manor Association, Inc. 1800 Gateway Drive, Suite 100 San Mateo, CA 94404	INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <td>INSURER A: TRAVELERS PROP CAS CO OF AMER</td> <td>NAIC # 25674</td> </tr> <tr> <td>INSURER B: Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER A: TRAVELERS PROP CAS CO OF AMER	NAIC # 25674	INSURER B: Continental Insurance Company	35289	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER B: Continental Insurance Company	35289												
INSURER C:													
INSURER D:													
INSURER E:													
INSURER F:													

COVERAGES
CERTIFICATE NUMBER: 57170235
REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY			6300P444272-66	10/01/19	10/01/20	EACH OCCURRENCE 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) 5,000
	<input checked="" type="checkbox"/> Separ of Instds.						PERSONAL & ADV INJURY 1,000,000
	<input type="checkbox"/>						GENERAL AGGREGATE 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG EXCLUDED
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						Total Aggregate 50,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/>						
	<input type="checkbox"/>						
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCC			CUE6046454273-1000126026	10/01/19	10/01/20	EACH OCCURRENCE 5,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE 5,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	<input type="checkbox"/> Y/N					E.L. EACH ACCIDENT
	(Mandatory in NH)	<input type="checkbox"/> N/A					E.L. DISEASE - EA EMPLOYEE
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT
				# OF UNITS = 100 # OF BUILDINGS = 12			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER
CANCELLATION

Evidence of Coverage	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. Order: YLZL74772 Address: 2168 Vista del Mar Order Date: 01-23-2020 AUTHORIZED REPRESENTATIVE
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Litigation (Non Required Civil Code Sec. 4525)
Edgewater Isle South Condominium Owners' Association

Order: YLZL7HZ73
Address: 2168 Vista del Mar
Order Date: 01-23-2020
Document not for resale
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To the best of our knowledge, this document is currently not applicable for this association.

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Newsletters (Non Required Civil Code Sec. 4525)
Edgewater Isle South Condominium Owners' Association

Order: YLZL7HZ73
Address: 2168 Vista del Mar
Order Date: 01-23-2020
Document not for resale
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Edgewater Isle South Newsletter

March 2019

from January COA mtg.

Board Meeting Dates and Location: The EWS Board Meetings will take place on the 4th Monday of each month. Meeting dates are subject to change. Meetings are held at the Foster City Recreation Center located at 650 Shell Blvd. in Foster City **at 7:00pm***. Please mark your calendars accordingly and we hope to see you there! The dates for 2019 are as follows:

<i>March 25</i>	<i>April 22 -annual mtg</i>		
<i>May 27</i>	<i>June 24</i>	<i>July 22</i>	<i>August</i>
<i>26</i>			
<i>September 23</i>	<i>October 28</i>	<i>November 25</i>	
	<i>December – No mtg.</i>		

On-Line Access: To receive e-statements, newsletters, email blasts and more sign-up at <http://edgewaterislesouth.com>.

Inter-Association News: Senior Apartments – The Senior Apartments has a severe leak, and they are diligently trying to find the location. **Master** is in the process of repairing the dock and has a new Board member, Lynn Hanlon. **North** has a new president, Parker Ward.

Master Board Mtgs.: The Master Board Meetings are held on the 2nd Monday of the month at the Senior Apartment Community Center at 7:00pm.

South Board Members Wanted: The Association is reaching out to owners to consider becoming a Board member. If you are interested, please contact Eileen at Manor.

Geese: Geese season is quickly approaching. Do you have a creative solution to help keep them off the pathway? The mess they leave is unsightly and a nuisance to all who use the pathway. Submit your ideas to our management manager, Eileen.

Financials: Master is saving money on their electrical bill because of the new LED lighting. This in turn is saving the South money too! The Board approved a transfer of \$500,000 from the money market account to a CD.

Landscaping: A landscape walk is scheduled for Friday, February 1. The Board approved the \$1,800 proposal to replant ivy in various areas within the complex that were damaged during the painting & dry rot project in 2018.

2019 Project LED Lighting: Samples of LED lighting fixtures for the South's buildings will be available for owner review at the annual meeting in April.

Board of Directors

Jim Newell

President

Lynn Hanlon

Vice President/Treasurer

Open Position

Director at Large

Noel Lecaros

Secretary

Jane Fraser

Director at Large

manor^m

M-F 9a.m. – 5p.m.

650-637-1616

650-637-1670 fax

Eileen Greathouse, x385

Manager

eileen@manorinc.com

After-Hour Emergencies

650-637-1616

CC&R, CCL (Code for Condominium Living) and/or Policy Facts of the Month

Owners are responsible to review appropriate sections of the CC&Rs, CCL & Policies before making changes to their units or various aspects/usage of Association Property. Specific modifications/changes/usages are not allowed or require approval by the Board per these documents.

Garbage Disposals – Sewer lift pumps pump all of EWI’s waste material to the San Mateo sewer system. Therefore, it is important to NOT put improper food, such as stringy vegetables, down the garbage disposal. Please make sure to use sufficient water to flush waste away. (pg 9 of CCL)

Fence, Patio, and Balcony Railing Policy – Due to moisture collection that could lead to dry rot flower boxes and potted plants on railings and fences are no longer allowed. If you have flower boxes or potted plants on your railing(s) and/or fence(s) please remove them immediately. Please note that the unit owner will be responsible for any dry rot damage caused by items placed on the fence, patio, or balcony railings. Please see page 1 of your *Policies and Schedule of Fines* Booklet for more information.

IMPORTANT REMINDERS

Deck Cleaning - Some of the units in our complex have decks that were repaired and coated a few years ago. Here are the cleaning guidelines for the Tufflex overlay system from the vendor who did the work. “Cleaning can usually be accomplished by using a long-handled stiff bristle brush with biodegradable detergent and water to loosen the dirt. Then hose off the surface. The sooner stains are cleaned up, the better the results will be. Special care should be taken that potted plants and planter box runoff is not allowed to cause deep staining from their soil-salts, plant food and fertilizer. Make sure that patio furniture, both hard plastic and metal, has protective caps where they contact the overlay. Use coasters if the caps are missing.”

Garage Doors – Are you tired of hearing a noisy garage door every time you (or your neighbor) open(s) the garage door? You might want to consider replacing your old garage door opener for a newer, quieter model. Several of your neighbors have replaced theirs with a belt system opener rather than chain system and are pleased with the reduction of noise.

Wasp Abatement – As in years past, San Mateo County residents can request FREE removal of exterior **wasp** nests on the ground or reachable by hose (no interior structure nests) by calling the San Mateo Mosquito Abatement Program at **650-344-8592**. Only **wasp and yellow jacket nests** can be serviced and the nest location must be known. Plus, access to the nest must not require a ladder and not located within structures. **Bees** may be addressed by contacting local volunteer beekeepers. San Mateo Mosquito Abatement references Bill Servenka for such removals. Call Bill at 650-365-5548 for further information as well as for applicable costs. Please note that Bill, who is an active beekeeper who will rescue and relocate versus kill the bees, is very busy and may not return calls until after 5:00 p.m.

Architectural Requests:	Important Contact Information
Call The Manor Assoc. for an application for:	Security: Bay Cities Patrol 650-345-1011
Satellite Dish Antennas	Manager: Eileen Greathouse, The Manor Assoc.
Replacement Windows	650-637-1616 ext. 385, eileen@manorinc.com
Screen/Storm Doors	Maintenance items: 650-637-1616 option 1
Patio Gates	Reception: 650-637-1616
Front Door Locking Hardware	Document/Escrow Packages: 650-637-1616, ext. 1
Re-landscaping Your Patio	Dues/Billing: 650-637-1616, ext. 2
	Parking/Roads (Master Association): Common Interest Management Services 650-286-0292

Order: YLZL7HZ73
Address: 2168 Vista del Mar
Order Date: 01-23-2020
Document not for resale
HomeWiseDocs



Edgewater Isle South Newsletter

February 2019

from September COA mtg.

Board Meeting Dates and Location: The EWS Board Meetings will take place on the 4th Monday of each month. Meeting dates are subject to change. Meetings are held at the Foster City Recreation Center located at 650 Shell Blvd. in Foster City at 7:00pm*. Please mark your calendars accordingly and we hope to see you there! The dates for 2019 are as follows:

***Please note new start time!**

January 28 annual mtg	February 25	March 25	April 25-
May 27	June 24	July 22	August
26			
September 23	October 28	November 25	
	December – No mtg		

On-Line Access: To receive e-statements, newsletters, email blasts and more sign-up at <http://edgewaterislesouth.com>.

Inter-Association News: Master – Lighting project is complete. It is projected that the LED lighting will provide a 20% savings on our energy bill. The lights now shine down and out, not horizontal, which is better for safety.

Master Board Mtgs.: The Master Board Meetings are held on the 2nd Monday of the month at the Senior Apartment Community Center at 7:00pm.

South Board Members Wanted: The Association is reaching out to owners to consider becoming a Board member. If you are interested, please contact Eileen at Manor.

Annual Gutter Cleaning: Gutter cleaning was completed during the week of **December 26th**,

Recent Board Approvals: The Board approved Commercial Gutter & Cleaning's quote for \$2,800 for our annual cleaning. Also approved is our annual Property General Liability, Workers Compensation, Umbrella and D & O Liability Insurance and Fidelity Bond policies. The cost is \$28,708, a savings of \$1,000 over last year for the same coverage.

Homeowners Insurance: Please note that personal property and personal liability are not covered under the Association's insurance policy and homeowners and renters are strongly advised to carry their own insurance to cover these items. **See "Personal Property Insurance" below under CC&R, CCL and/or Policy Facts of the Month.**

Reserve Study: The Board continues to review and give input for John D. Beatty.

Christmas Tree Disposal Location: Please place your tree in the cordoned off drop zone near the intersection of Winward Way and Vista del Mar.

Package Deliveries: Be home to receive packages or have a neighbor collect them. Don't have them left on your

Board of Directors

Jim Newell
President

Lynn Hanlon
Vice President/Treasurer

Open Position
Director at Large

Noel Lecaros
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Jane Fraser
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manor 

M-F 9a.m. – 5p.m.

650-637-1616

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Eileen Greathouse, x385
Manager

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After-Hour Emergencies
650-637-1616

Order: YLZL7HZ73

Address: 2168 Vista del Mar

Order Date: 01-23-2020

Document not for resale

HomeWiseDocs

porch or at your door. Another alternative is to have them delivered to your place of employment. Packages left on porches, especially days at a time, are a signal to thieves that no one is home. Be proactive to avoid package theft.

Outside Door Mats: Please use **breathable outside doormats**. If you are using a non-breathable mat, rainwater will get trapped underneath it and will cause damage to the decking. The cost to repair damaged decking is an owner expense.

CC&R, CCL (Code for Condominium Living) and/or Policy Facts of the Month

Owners are responsible to review appropriate sections of the CC&Rs, CCL & Policies before making changes to their units or various aspects/usage of Association Property. Specific modifications/changes/usages are not allowed or require approval by the Board per these documents.

Noise Control, Disturbances & Other Issues – The Board encourages neighbors to talk to each other first whenever possible to try to resolve any issues in the event they arise. Quiet hours are 10:00 p.m. to 8:00 a.m. Sunday through Thursday and midnight to 8:00 a.m. Friday and Saturday. During this period, residents are required to make an extra effort to be considerate and keep noise levels at a minimum. For additional rules on noise control please read page 8 of your ***Code for Condominium Living (Rules and regulations)*** booklet. If you witness other issues, contact Northwest Protective Services or the police at: 650-522-7700. In the event of an emergency, always call 9-1-1.

Personal Property Insurance – The Association's Insurance only covers common area and the building structures. Owners should also have property liability coverage in case, for example, your toilet overflows and causes damage to other units. Purchase and maintain personal contents insurance coverage on your unit. (pg 10 of CCL) Renters are strongly encouraged to obtain a separate policy to cover personal belongings.

Recycling – Edgewater Isle Associations have several designated recycling areas around the complex. Please make sure materials are rinsed and – **NO PLASTIC BAGS OR REGULAR GARBAGE** in these areas. (pg. 4 of CCL)

IMPORTANT REMINDERS

Holiday Boxes and Cartons – If you have cardboard boxes, please break them down prior to putting them in the recycle bin so all residents have room in the bin to recycle their boxes.

Water Heaters – It's time to check the date on your hot water heater. If your water heater is 8 to 10 years old, you might want to consider replacing it. A leaking or broken water heater can be a mess for you and your neighbors. Repairing damage to yours or a neighbors unit due to a leaking or broken water heater is the responsibility of the homeowner of the failed water heater. It is also a good idea to drain your water heater once a year; this will extend the life of the heater and your plumbing fixtures.

Fall/Winter Safety Tips – Consider some of these safety and money saving tips to help you stay safe and warm this season.

- **Check the batteries in your smoke alarms and flashlights.**
- **Replenish any emergency supplies.** Restock emergency supplies annually, including food and water.
- **Have your furnace inspected and turned up by an HVAC professional.** This will help ensure your furnace is running at peak performance. You may also want to stock up on air filters and change them monthly to ensure your furnace continue to run efficiently.
- **Install a programmable thermostat.**
- **Prep your fireplace.** Clean your chimney on a regular basis.

Architectural Requests:	Important Contact Information
Call The Manor Assoc. for an application for:	Security: Bay Cities Patrol 650-345-1011
Satellite Dish Antennas	Manager: Eileen Greathouse, The Manor Assoc.
Replacement Windows	650-637-1616 ext. 385, eileen@manorinc.com
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	Parking/Roads (Master Association): Common Interest Management Services 650-286-0292

Order: YLZL7HZ73
Address: 2168 Vista del Mar
Order Date: 01-23-2020
Document not for resale
HomeWiseDocs



Edgewater Isle South Newsletter

January 2019

from November COA mtg.

Board Meeting Dates and Location: The EWS Board Meetings will take place on the 4th Monday of each month. Meeting dates are subject to change. Meetings are held at the Foster City Recreation Center located at 650 Shell Blvd. in Foster City **at 7:00pm***. Please mark your calendars accordingly and we hope to see you there! The dates for 2019 are as follows:

<i>January 28</i>	<i>February 25</i>	<i>March 25</i>	<i>April-annual mtg TBD</i>
<i>May 27</i>	<i>June 24</i>	<i>July 22</i>	<i>August 26</i>
<i>September 23</i>	<i>October 28</i>	<i>November 25</i>	<i>December – No mtg.</i>

On-Line Access: To receive e-statements, newsletters, email blasts and more sign-up at <http://edgewaterislesouth.com>.

Inter-Association News: Commercial Master – Commercial Master is getting tree trimming bids for Winard Way.

Master Board Mtgs.: The Master Board Meetings are held on the 2nd Monday of the month at the Senior Apartment Community Center at 7:00pm.

South Board Members Wanted: The Association is reaching out to owners to consider becoming a Board member. If you are interested, please contact Eileen at Manor.

Recent Board Approvals: Miguel continues to do a great job of maintaining our property. The Board is grateful for his hard work, attention to detail, ability to be proactive and dedication to our property.

Dry Rot, Deck Sealing, and Painting Project: We live in a very moist climate. However each owner can help do his part in trying to keep future dry rot costs down. Please follow the rules set up by the Association and do not attach items to the buildings and fences and keep plants and planters off the railings. Another thing owners can do is sweep their stairs and remove debris between the steps and wood supports on a regular basis.

2019 Budget: The Board approved a 3% dues increase. The South's reserves are now 67% funded. Commercial Master dues will remain unchanged.

Holiday Decorations: The Board would like to remind all owners and tenants to remove all holiday lights and decorations by mid January.

Christmas Tree Disposal Location: Please place your tree in the cordoned off drop zone near the intersection of Winward Way and Vista del Mar.

Package Deliveries: Be home to receive packages or have a neighbor collect them. Don't have them left on your porch or at your door. Another alternative is to have them delivered to your place of employment. Packages left on porches, especially days at a time, are a signal to thieves that no one is home. Be proactive to avoid package theft.

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Open Position
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manor 

M-F 9a.m. – 5p.m.

650-637-1616

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Garage Sales – No “garage sales” are allowed. (pg 11 of CCL)

Trash Disposal – Trash containers located inside trash enclosures are for the use of the residents only. There shall be NO dumping of furniture, mattresses or major appliances in the trash containers OR enclosures. (pg 21 of CCL)

Satellite Dish Installation Policy – The Board would like to remind homeowners that EWS has a satellite dish installation policy. If you are planning on having a satellite dish installed please check pages 7 – 9 of your *Policies and Schedule of Fines Booklet* for more information. A letter requesting approval along with an installation sketch must be submitted to the Board of Directors via the management company at least 30 days prior to the installation date. If you are a renter, please contact your landlord. Failure to do so could result in a minimum \$1,000 bill to the homeowner to fix repairs of an inappropriately installed satellite dish.

IMPORTANT REMINDERS

Carbon Monoxide and Smoke Detector Battery Replacement – Remember to replace the batteries in your detectors at the beginning of the New Year.

Holiday Boxes and Cartons – If you have cardboard boxes, please break them down prior to putting them in the recycle bin so all residents have room in the bin to recycle their boxes.

Fall/Winter Safety Tips – Consider some of these safety and money saving tips to help you stay safe and warm this season.

- **Check the batteries in your smoke alarms and flashlights.**
- **Replenish any emergency supplies.** Restock emergency supplies annually, including food and water.
- **Have your furnace inspected and turned up by an HVAC professional.** This will help ensure your furnace is running at peak performance. You may also want to stock up on air filters and change them monthly to ensure your furnace continue to run efficiently.
- **Install a programmable thermostat.**
- **Prep your fireplace.** Clean your chimney on a regular basis.

Architectural Requests:	Important Contact Information
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Operating Rules (Required Civil Code Sec. 4525)
Edgewater Isle South Condominium Owners' Association

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Address: 2168 Vista del Mar
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EDGEWATER ISLE SOUTH

CONDOMINIUM OWNERS' ASSOCIATION

ANNUAL OWNER/TENANT INFORMATION UPDATE

Please complete this owner information questionnaire and return to management via fax at (650) 637-1670 or via email to Doua@themanorassn.com. You may also mail this form to the management office. ***Please print*** all information.

OWNER INFORMATION	OWNER: _____	
	(First Name)	(Last Name)
	OWNER: _____	
	(First Name)	(Last Name)
EDGEWATER ISLE SOUTH ADDRESS: _____ San Mateo CA 94404		
PRIMARY EMAIL ADDRESS: _____		
Home Telephone Number _____ Work Telephone Number _____		

If you are a non-resident owner, that is, if you are renting your home in EDGEWATER ISLE SOUTH COA, complete the following part.

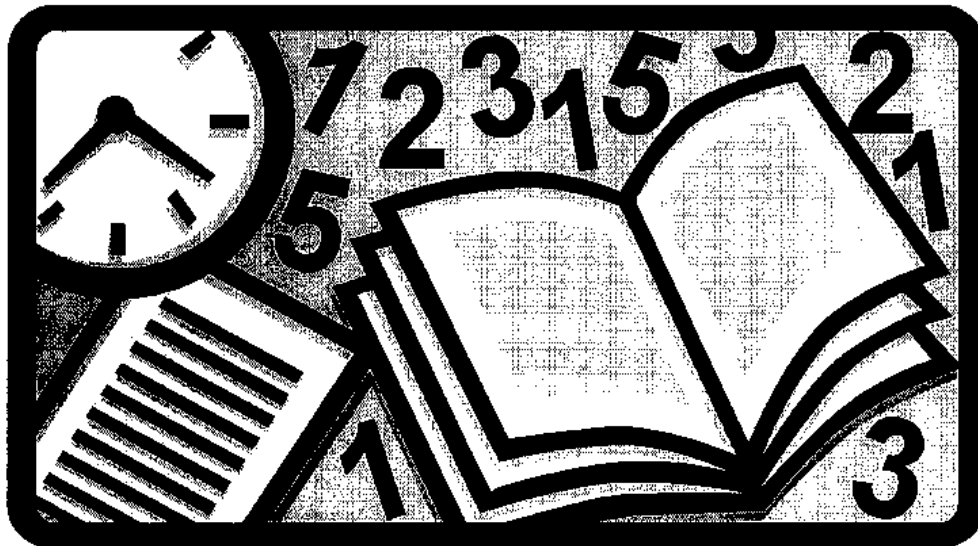
OWNER MAILING ADDRESS: _____
 (If Different than Above) (Number and Street Name)

 (City-State-Zip Code)

TENANT INFORMATION	TENANTS: _____	
	(Print Name)	
	TENANTS: _____	
	(Print Name)	
	TENANT EMAIL ADDRESS: _____	
TENANT TELEPHONE NUMBERS: _____		
(Home)		
(Work)		

Order: Y17HZ73
 Address: 2168 Vista del Mar
 Order Date: 01-23-2020
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 HomeWiseDocs

EDGEWATER ISLE SOUTH OWNERS ASSOCIATION



POLICIES and SCHEDULE OF FINES

Rev. 5/07

Order: YLZL7HZ73
Address: 2168 Vista del Mar
Order Date: 01-23-2020
Document not for resale
HomeWiseDocs

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Ground Level Patio Gate Policy	3-4
Screen/Storm Door Policy	5
Rules for Board Meetings	6
Satellite Dish Installation Policy	7-9
Front Door Hardware Policy	10
Replacement Window Policy	11-13
Animal Feeding Policy	14
Schedule of Monetary Fines	15

Edgewater Isle South Fence, Patio, and Balcony Railing Policy

The Board of Directors developed the following Fence, Patio, and Balcony Railing Policy at its July 2005 meeting:

The placement of items such as potted plants on fence, patio, and balcony railings has led to dry rot. The association has spent approximately \$100,000.00 on dry rot repairs over past years and anticipates additional upcoming expenses. Experts agree that placement of items such as potted plants on wood surfaces contributes to dry rot, even if items are raised off the wood. To keep costs to a minimum and to proactively address the issue, the Board has adopted the following rules:

1. Residents shall not put any items on the fence, patio, or balcony railings that could cause moisture to collect and lead to dry rot.
2. Written notice will be provided to homeowners with items on fence, patio, or balcony railings with a 30 day timeframe to remove these items.
3. At the end of the 30 day period, fines may be assessed (in accordance with the Schedule of Monetary Fines) if the items are not removed.
4. Unit owner will be responsible for any dry rot damage caused by items placed on the fence, patio, or balcony railings.

DRAFT Mailed to Homeowners: November 30, 2005

Adopted by the Board of Directors: January 26, 2006

Final Policy Mailed to Homeowners: February 20, 2006

Edgewater Isle South Pool Key Replacement Policy

The Board of Directors developed the following Fence, Patio, and Balcony Railing Policy at its May 25, 2006 meeting:

1. Only one pool key per unit will be issued.
2. If a key is lost and a replacement key is issued, the initial cost will be \$100.00. This cost will increase by \$100.00 increments for additional replacement keys as follows:

1 st Replacement Key:	\$100.00
2 nd Replacement Key:	\$200.00
3 rd Replacement Key:	\$300.00
etc.	

3. Homeowners are responsible for providing their pool key to the new owner when their unit is sold.

DRAFT Mailed to Homeowners: June 9, 2006 (in June Newsletter)

Adopted by the Board of Directors: July 27, 2006

Final Policy Mailed to Homeowners: August 9, 2006 (in August Newsletter)

Edgewater Isle South OA
PO Box 871
Belmont, CA 94002-0871
FAX: 650-240-1756

Draft Mailed to Homeowners: March 2, 2007
Date Adopted: May 24, 2007
Final Mailing to Homeowners: July 2, 2007 (Newsletter)

Edgewater Isle South Owners Association Ground Level Patio Gate Policy

Amended October 26, 2006

The Board of Directors revised the following Ground Level Patio Gate Policy at its October 2006 meeting.

1. All existing gates will be accepted.
2. The gate shall be rectangular in shape or rectangular shape with an arch added to the top. There shall be a 4" maximum gap in pickets.
3. If the top of the gate is straight, the height shall be no higher than the top of the patio fence.
4. If the top of the gate is arched, the height shall be no higher than 6" above the top of the patio fence.
5. The material shall be metal, painted or powder coated the color of the fence railing (Kelly Moore – Navajo white).
6. Homeowners with existing rectangular gates may add an arch. The top of the arch shall be no higher than 6" above the top of the patio fence.
7. Patio gates shall not be installed on upstairs units.
8. Patio gates shall be installed and maintained by the owner at the owner's sole expense.
9. Complete the form below and provide a picture or sketch of the gate for review and approval by the Board PRIOR to installation.

NAME: _____
Home Phone: _____

ADDRESS: _____
Work Phone: _____

Description of Gate (also enclose sketch or picture):

BOARD ACTION (to be completed by an authorized representative of the Board):

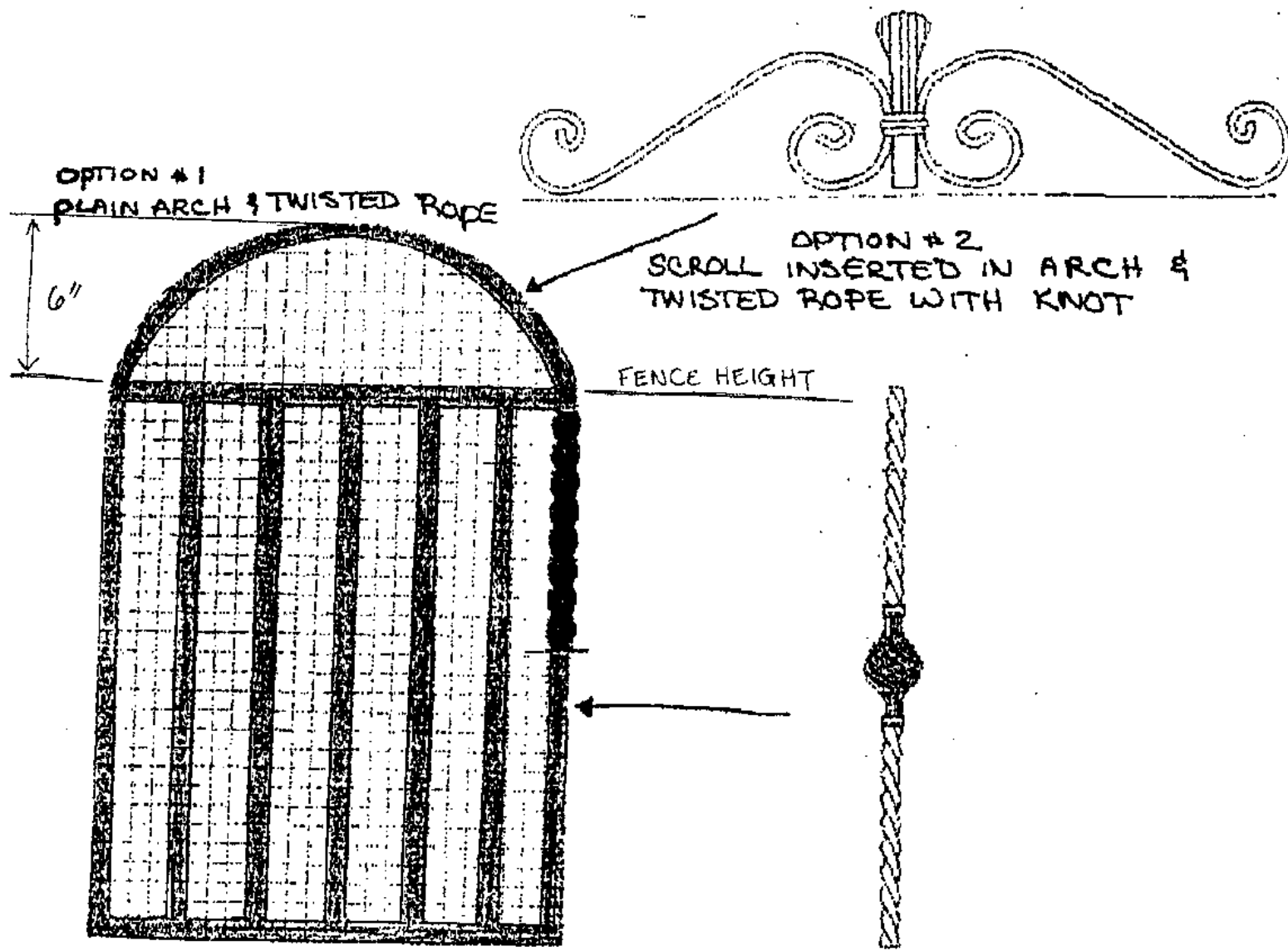
Approved: _____ Denied _____

Comments: _____

Date: _____ Authorized Signature: _____

FINAL INSPECTION (Once installation is complete, the Board must provide final inspection and sign-off):

Date: _____ Authorized Signature: _____



Order: YLZL7HZ73
Address: 2168 Vista del Mar
Order Date: 01-23-2020
Document not for resale
HomeWiseDocs

EDGEWATER ISLE SOUTH OWNER'S ASSOCIATION

Screen/Storm Door Policy

(Approved by the Board of Directors on December 4, 2003)

(Amended August 5, 2004)

The Association approves your request to install a Screen/Storm Door at _____ **Vista Del Mar, SAN MATEO, CALIFORNIA** subject to the following conditions of approval:

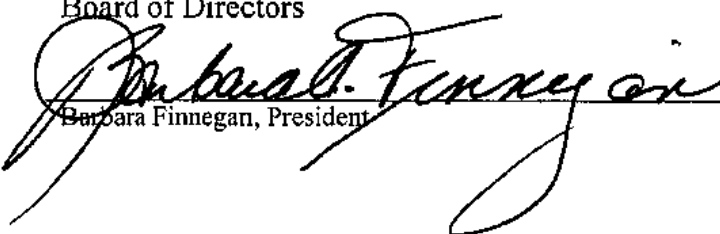
1. The Screen/Storm Door color may be white or match the existing color of the doorframe.
Retractable screens doors shall be installed inside the door trim, not on the outside of the trim.
2. Any stucco and/or siding damaged by contractor, his employees, sub-contractors or home owner shall be replaced, properly undercoated and finished with paint by contractor or homeowner to match existing color within 5 days of completion of the project.
3. Penalties: Failure to comply with these conditions shall result in fines as follows:
 - a). Other Deviation: Assessment of a \$50.00 fine, by the association for deviance from these conditions (and/or other conditions approved by the Board).
4. Any change will require notification and a brochure showing the appearance of the proposal to be submitted to the Architectural Committee for approval. This will result in up to a month's delay.
5. Brands that have received prior approval are:

Retractable type Screen Door - "Phantom Screens" ***and ODL Retractable Screen Doors***

Anderson Doors "Forever Storm Door H.D 2500"

EDGEWATER ISLE SOUTH OWNERS ASSOCIATION

Board of Directors



Barbara Finnegan, President

12/2/04
Date

**EDGEWATER ISLE SOUTH OWNERS ASSOCIATION
RULES FOR BOARD MEETINGS**

1. Members of the Association are entitled to attend Board meetings, except for meetings held in executive session.
2. Members of the Association are entitled to speak at the beginning of any Board meeting, in open forum. Each Member will be allowed to speak once for five minutes.
3. After each Member is allowed to speak, open forum will be closed, and the Board will convene to conduct business and vote on resolutions. While the Board is convened to conduct business, no Member will be allowed to interrupt the Board's deliberations.
4. Any Member who interrupts the Board's deliberations will be asked to stop by the chairperson. Any member who interrupts the Board's deliberations after being asked to stop will be asked to leave by the chairperson.

Adopted by Board motion this 23rd day of October, 2005.



Secretary of Association

Edgewater Isle South Satellite Dish Installation Policy

1. The satellite dish must be 18" diameter or smaller.
2. The dish must be located so that it has little or no visibility from the street.
3. No holes may be drilled through the roofing shingles nor may any screw or nail be placed which will penetrate the shingles.
4. All cables must be securely fastened to the building and must be run in straight lines with any vertical cable run parallel to the siding seam.
5. The installation shall utilize white exterior cable or must be painted to match the building siding color.
6. Any holes through the siding must be properly sealed to assure the waterproof integrity of the building.
7. The installer is to furnish a sketch to the Board of Directors showing approximate location of the dish.
8. The installation sketch and a letter requesting approval must be submitted to the Board of Directors care of the management company at the below address at least 30 days prior to the installation date.
9. No satellite dish installation may be commenced without written approval of the Board of Directors.

These policies were adopted at the November meeting of the Board in 2001.

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

EDGEWATER ISLE SOUTH OWNERS ACCOCIATION
P.O. BOX 4726
FOSTER CITY CA 94404

INDEMNIFICATION AGREEMENT

This Agreement is made between _____
(Hereinafter "Owner"), and EDGEWATER ISLE SOUTH OWNERS ASSOCIATION (Hereinafter the
"Association") through its Board of Directors (Hereinafter "Board").

Owner wishes to install and maintain an antenna system (hereinafter "Antenna") on the Owner's Lot or Restricted Common Area within the Edgewater Isle South Owners Association development. The Association owns or is responsible to maintain, repair or replace the area where Antenna is installed. In consideration of the Association's approving the installation and maintenance of Antenna on such an area, Owner agrees to the following terms and condition:

INSTALLATION, MAINTENANCE AND REPAIR. Owner shall be responsible at Owner's sole expense, for the installation, maintenance and repair of Antenna.

REMOVAL. Owner shall remove Antenna if Owner, in the sole discretion of the Board, fails to maintain Antenna in good condition or if the Association must maintain repair, or replace the area where Antenna is installed. Except in emergency situations, the Association shall notify Owner at least seventy-two (72) hours in advance of the need to remove Antenna. The cost of removing and replacing Antenna shall be the responsibility of Owner.

Should Owner fail to remove Antenna upon Association's request, the Association may remove it without further notice and at Owner's expense. The Association shall not be responsible for any damage to Antenna or any loss of video reception occasioned by removing Antenna. If the Association must remove Antenna, the Association shall not be responsible for replacing it.

OWNER'S LIABILITY. Owner shall be personally liable for any and all expenses incurred by the Association in connection with Antenna or this approval by the Association. Following notice to Owner and an opportunity for a hearing, the Association may charge owner's assessment account for any expenses related to the maintenance, repair or removal of Antenna the Board deems necessary and that owner fails to undertake. Owner further agrees that the Association can enforce the collection of these expenses in the same manner as annual assessments.

INDEMNIFICATION. Owner agrees to indemnify, defend and release the Association and management company absolutely free and harmless with respect to any claims, losses, damages, injuries, liabilities, costs and expenses, including attorney's fees, incident to, arising from, or related in any way to this Agreement, except for any such claim loss damage, injury or liability that solely results from the negligent or willful act of the Association or management company.

EXCLUSIVE. The provisions of this Agreement are or the exclusive benefit of Owner, provided, however, that such Agreement may be transferred to another party, with the written approval of the Board, upon the sale or transfer of Owner's unit. The Board shall not unreasonably withhold its approval to extend this Agreement to a subsequent owner.

OWNER: _____

Date: _____

Order: YLZ17H73

Address: 2168 Vista del Mar

Order Date: 01-23-2020

Document not for resale

HomeWiseDocs

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF CALIFORNIA)

)

COUNTY OF _____)

On _____, before me, _____, personally
appeared _____, personally known
to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that be his/her/their signature(s)
on the instrument the person(s), or the entity upon behalf of which the person(s) acted,
executed the instrument.

WITNESS my hand and official seal.

Signature _____

(Seal)

EDGEWATER ISLE SOUTH OWNER'S ASSOCIATION

Front Door Hardware Policy

The Association approves your request to replace the Door Fixture at **Vista Del Mar,**
SAN MATEO, CALIFORNIA subject to the following conditions of approval:

1. The fixture color shall either match, or nearly match the existing fixtures.
2. The UNIT OWNER shall be responsible for repairing the door if damage should occur.
3. Penalties: Failure to comply with these conditions shall result in fines as follows:
 - a). Other Deviation: Assessment of a \$50.00 fine, by the association for deviance from these conditions (and/or other conditions approved by the Board).
4. Any change will require notification and a brochure showing the appearance of the proposal to be submitted to the Architectural Committee for approval. This will result in up to a month's delay.
5. Brands that have received prior approval are:

Baldwin, Logan P/N 5315.003.ENTR

EDGEWATER ISLE SOUTH HOMEOWNERS ASSOCIATION

Board of Directors

I agree with the conditions listed above.

Signature

Date

Print Name

Adopted by the Board of Directors on : 12-4-2003

Door Fixture Policy
Edgewater Isle South Owners Association

Order: YL7L7HZ73
Address: 2168 Vista del Mar
Order Date: 01-23-2020
Document not for resale
HomeWiseDocs

EDGEWATER ISLE SOUTH OWNER'S ASSOCIATION

Replacement Window Conditions of Approval

(Adopted March 27, 2003)

The Association approves your request to replace the windows at _____ VISTA DEL MAR, SAN MATEO, CALIFORNIA subject to the following conditions of approval:

1. The window frame color shall either match, or nearly match the exterior color of the existing frames and conform to existing windows.
2. Removal and installation of new window frame(s) shall be by a licensed contractor.
3. Any stucco and/or siding damaged by contractor or his employees or sub-contractors shall be replaced, properly undercoated and finished with paint by contractor to match existing color within 5 days of completion of the project at the expense of the Homeowner.
4. The UNIT OWNER shall be responsible for repairing/caulking any cracking (or other voids) which occurs in a one-foot distance outward from the perimeter of the window such that the wall around the window remains crack-free for three years beginning from the installation date.
5. Proper building/remodeling permits/approvals shall be obtained from the City of San Mateo, if applicable.
6. The UNIT OWNER is responsible for replacing any damaged plants (as determined by the manager) located in the planter bed below and/or near the window(s) replaced which are adversely affected by the removal and installation of the new window and frame. Such plants shall be replaced within one month after completion (or after notification by the manager). Plant size shall match damaged plants.
7. Work may begin only when all windows to be installed are in the contractor's possession or are readily available locally. All work shall be done within two weeks from date of commencement. Days lost due to adverse weather may be substituted on a one for one basis.
8. Penalties: Failure to comply with these conditions shall result in fines as follows:
 - a). Timeliness: A \$50.00 per day fine for each and every day the project is not completed within the aforementioned time parameters. Completion of the project is determined by the date established by the City Building Inspector;
 - b). Other Deviation: Assessment of a \$500.00 fine, by the association for deviance from these conditions, and/or other conditions approved by the Board, i.e. wrong windows, non-compliance, etc.
 - c). If permits are not required, 8 a) and b) are still applicable.
9. Window installations must be made within the existing (aluminum) framing, not as an installation attached to the exterior siding. Trim boards around the perimeter of the window(s)/sliding door shall be replaced immediately and touched up with paint if deemed necessary by the association. This is the UNIT OWNER'S responsibility.
10. The windows must retain the same functionality that now exists; namely, the windows slide side to side or up and down.
11. Patio sliding door designs are approved under the same conditions as (9) above.
12. The width of the new window frames (metal or vinyl) may not exceed two and one-half (2 1/2) inches.

Order: YLZL7HZ73

Address: 2168 Vista del Mar

Order Date: 01-23-2020

13. Approval of the windows, frames and/or sliding doors does not constitute approval of coverage by the association's insurance carrier. Association makes no warranty and provides no assurance that the present or a future insurance carrier will replace them like-for-like if there is a loss of any nature.
14. Brands that have received prior approval are: (Brands to be listed after approval)
15. Exhibit A, EDGEWATER ISLE SOUTH OWNERS ASSOCIATION; Prototypical Design Guidelines for Replacement Windows, is part of this agreement.
16. UNIT OWNER hereby agrees to indemnify, hold harmless and defend at its own cost and expense the EDGEWATER ISLE SOUTH OWNERS ASSOCIATION and MULQUEENEY & ASSOCIATES and their employees, officers and directors, shareholders or representatives from and against any and all loss, liability, cost, expenses, or damage (including attorneys fees) in connection with or arising out of or resulting from performance of the work provided for in this Agreement. This provision shall survive any termination of this agreement.

I/We understand and agree to abide by the terms set forth in this Agreement.

UNIT OWNER:

By:

Signature and Date

By:

Signature and Date

EDGEWATER ISLE SOUTH OWNERS ASSOCIATION:

By:

Association Representative

Date

cc: Architectural Approvals File

Order: YLZL7HZ73
Address: 2168 Vista del Mar

Appendix A

EDGEWATER ISLE SOUTH OWNERS ASSOCIATION
Prototypical Design Guidelines for Replacement Windows

The following guidelines shall govern the replacement of windows in the Edgewater Isle South Owners Association.

CONDITIONS OF APPROVAL

1. All construction shall be designed, constructed, installed and maintained in a professional manner and appearance.
2. All materials and colors shall be as approved. The window frame color shall either match, or nearly match the exterior color of the existing frames and conform to existing windows. Once constructed or installed, all improvements shall be maintained in accordance with the approved plans. Any changes, which affect the exterior character of the work, shall be resubmitted to the Architectural Committee for approval.
3. Standard residential security requirements as established by Chapter 15.28 of the San Mateo Municipal Code shall be provided.
4. Prior to any final building inspection approval, any imposed conditions and all improvements shall be completed to the satisfaction of the City, at the expense of the homeowner, if applicable.
5. All architectural elements such as soffits, screens, etc., not shown or detailed on the plans shall be finished in a material and color to match with the exterior of the building.
6. The width of the new window frames (aluminum) may not exceed two and one-half (2-1/2) inches.
7. Windows shall be selected from the following approved prototypical designs:
 - a. Windows:
 - b. Sliding Door:OR
 - c. Approved selection by the Edgewater Isle South Board of Directors & Architectural Review Committee.

APPROVAL PROCESS

1. The homeowner or applicant shall submit the following:
 - a. A letter from the Edgewater Isle South Owners' Association (HOA), indicating their action on the proposal.
 - b. An Architectural Review application and filing fee (one-half the typical fee for windows).
2. Three copies of photographs or elevations indicating the location and size of the window(s).
3. Planning/Code Enforcement Division staff will review the Architectural Review application and plans/photographs to confirm that the proposal conforms to the Prototypical design Guidelines, if applicable
4. Following the approval of the Architectural Review application, the homeowner or applicant shall submit the following if the window replacement is in a stucco wall:
 - a. A Building Permit application, including four copies of drawings indicating where the new window(s) will be located, including the proposed size, material(s), color(s), and a framing detail (Typical framing details are available from the Building Division), if applicable.
 - b. Following the completion of the construction, the applicant shall request a final inspection from the Planning Division in addition to any Building division inspection required pursuant to No.3, above, if applicable.

Order: YLZL7HZ73
Address: 2168 Vista del Mar

EDGEWATER ISLE SOUTH OWNERS ASSOCIATION
ANIMAL FEEDING POLICY
May 27, 2004

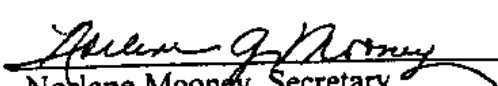
In the past the Association has not controlled feeding of various wild animals other than ducks. Various owners have placed bird feeders either on association common property or in their own patio areas. Other owners have fed squirrels and other animals in and around their patio areas. This has led to a variety of problems to the association such as:

- Extensive bird excrement below birds roosting in trees adjacent to feeders. This is both an unreasonable mess to owners around this area as well as a potential health issue.
- Masses of squirrels in local areas where they have been fed. This has led to their excrement is all over railings as well as squirrels getting inside the attic area of dwellings and making nests.
- Duck and geese excrement all over sidewalks and grass - especially around the pond area

To keep these to a minimum, the Board of Directors are requesting all homeowners and residents to remove any feeder – bird or any other type (except for one hummingbird type feeder per condo) – and stop any other feeding of any wild animals within thirty days from the date of this letter. The following association rules are put in force at this time as part of this effort:

- Feeding of birds including ducks and geese, squirrels and other wild animals is prohibited anywhere on common property or limited common property. All seed bird feeders whether attached to or located on common elements or limited common elements must be removed. Use of birdseed, peanuts or other feed either in feeders or loose is not longer permitted. Henceforth no seed bird feeders may be installed in the community or other hanging feeders such as suet used or hung any where on the property. Seed bird feeders and spillage of birdseed, peanuts and other feeds are known attraction for birds, squirrels, rodents and vermin. One (1) hummingbird type feeder per condo is allowed in the condo patio area common property. A \$50 fine will be assessed for violating this rule.

Note: feeding of ducks is already covered in the Rules for Condominium living.


Norlene Mooney, Secretary

5-27-04
Date

EDGEWATER ISLE SOUTH OWNERS ASSOCIATION

SAN MATEO, CALIFORNIA

Amended August 22, 2002

SCHEDULE OF MONETARY FINES

Fines are imposed based on the severity of the violation of the Association's governing documents (the CC&Rs, Bylaws and Rules & Regulations) and are divided into two classes: Class 1 and Class 2.

1. Class 1 – Non-Health, Life or Property Threatening

Examples: barking dog; non-conforming window covers; failure to observe "Quiet Hours"; failure to obey certain pool rules; etc.

Fine: \$50.00 - \$250.00 based on severity of violation, and/or \$5.00 - \$15.00 per day until the condition is corrected, or 30 days whichever comes first.

2. Class 2 – Health, Life or Property Threatening

Examples: Driving too fast through the complex, failure to obey certain pool rules, etc.

Fine: \$100.00 - \$500.00 based on the severity of the violation, and/or \$10.00 - \$25.00 per day until the condition is corrected, or 30 days whichever comes first.

If a violation is to be reported, the reporting party must put it in writing. The person making the report may be required to attend a hearing regarding the alleged violation. After the report has been received, the following actions will be initiated:

1. Prior to the imposition of any fine, the resident (non-resident owners are responsible for their tenants) and/or owner will be notified in writing that a rules violation has occurred and will be given a specific period of time to correct the violation.
2. If the violation is not corrected, or the individual concerned requests, a hearing will be held before the Board of Directors at a subsequent regularly scheduled meeting, provided that at least ten (10) days notice is given. At the Hearing, all parties concerned will be given an opportunity to be heard. If a violation is found to have occurred, the Board of Directors may impose a fine dependent upon the Class of Violation.
3. If the violation continues, the Board of Directors will proceed to Court or to Alternative Dispute Resolution (ADR) to enforce the Association's governing documents. If the individual is found to have caused a violation, then the individual will be responsible for all related legal fees and costs.

All fines, legal fees and costs will be added to the Owner's account and, if not paid, will be subject to the Association's collection procedures.

Civil issues between neighbors, outside of Association responsibility, need to be handled by the individual parties through City or County Mediation Services or the taking of legal action through the court system.



Follow us on Twitter!
www.twitter.com/sanmateopd



Follow us on Facebook!
www.facebook.com/CityofSanMateoPolice





San Mateo Police Department
200 Franklin Parkway
San Mateo, CA 94403
650-522-7700



Smoking Ordinance

Effective November 5, 2015

Smoking Ordinance in Public Places

Effective November 5, 2015 the City of San Mateo updated the guidelines to the Smoking Control ordinance. This pamphlet contains a copy of the chapter amendments.

Smoking now includes, e-cigarettes and marijuana.

This pamphlet is provided as a public service announcement to assist San Mateo residents, businesses and patrons in complying with the new law. It summarizes the provisions of the ordinance.

The complete ordinance is available at www.cityofsanmateo.org

Go to -> Departments
Go to -> City Codes
Go to -> Title 7
Go to -> Chapter 7.40

Smoking is prohibited in:

Inside Multi Unit Residences including balconies, common areas and within 40 feet of the building

City buildings & facilities
City of San Mateo outdoor areas:
Parking Lots
Park Properties/Golf Courses
Grounds surrounding these areas including streets and sidewalks

Public "Service Area" including:
(see 7.40.020(f) for full definition on back)
Some examples:
Public Dining Areas
ATM and ticket lines
Bus stops and taxi stands
Lagoons and waterways

Smoking is not regulated in:
Private Vehicles
Single Family Residence
(except during time used as a child care or health care facility)

Medical Marijuana
Permitted inside residence only.
Prohibited in all public places.

City of San Mateo
Amending Chapter 7.40
“Smoking Control,” and section
13.20.010 of Chapter 13.20,
“Parks Regulations,” of the San
Mateo Municipal Code

7.40.020 DEFINITIONS.

The following words and phrases, whenever used in this article, shall be construed as defined in this section:

- (a) **“Dining Area”** means any indoor or outdoor area which is available to, or customarily used by, the general public and which is designed, established or regularly used for consuming food or drink.
- (b) **“Employee”** means any person who is employed by any employer in consideration for direct or indirect monetary wages or profit, and any person who volunteers his or her services for a non-profit entity.
- (c) **“Employer”** means any person, partnership, corporation, or non-profit entity, including a municipal corporation, who employs the services of one or more persons.
- (d) **“Enclosed”** means closed in by a roof and four walls with appropriate openings for ingress, egress, and windows.
- (e) **“Multi-Unit Residence”** means residential property containing two or more units, with one or more shared wall, floor, ceiling or ventilation system, including apartments, condominiums, duplexes or townhomes and their patios and balconies. A multi-unit residence does not include:
 - (1) A hotel or motel that meets the requirements set forth in California Civil Code section 1940(b)(2);
 - (2) A residential care facility or assisted living facility governed by federal or state community care licensing regulations;
 - (3) A single-family residence, including one which has a detached permitted secondary unit on the same lot.
- (f) **“Multi-Unit Residence Common Area”** means any indoor or outdoor common area of a multi-unit residence accessible to and usable by residents of different units, including halls and paths, lobbies, laundry rooms, common cooking areas, outdoor eating areas, play areas, shared patios, shared balconies, shared restrooms, elevators and stairwells, swimming pools, carports, garages and parking areas.

- (g) **“Non-Profit Entity”** means any corporation, unincorporated association, or other entity created for charitable, educational, political, social, or other similar purposes, the net proceeds from the operations of which are committed to the promotion of the objects or purposes of the organization and not to private financial gain. A public agency is not a “non-profit entity” within the meaning of this section.
- (h) **“Public Place”** means any enclosed or unenclosed area to which the public is invited or in which the public is permitted, including banks, bars, educational facilities, health facilities, public transportation facilities, reception areas, restaurants, retail food production and marketing establishments, retail service establishments, retail stores, streets and sidewalks, theaters, and waiting rooms.

- (i) **“Retail Tobacco Store”** means a retail store utilized primarily for the sale of tobacco and nicotine products and accessories.
- (j) **“Service Area”** means any publicly or privately owned area, including streets and sidewalks, that is designed to be used or is regularly used by one or more persons to receive a service, wait to receive a service or to make a transaction, whether or not such a service or transaction includes the exchange of money. The term “service area” includes but is not limited to information kiosks, automatic teller machines (ATMs), ticket lines, bus stops, train stations, mobile vendor lines or taxi stands.

- (k) **“Smoking”** means possessing a lighted or ignited tobacco, nicotine or marijuana product or paraphernalia; or engaging in an act that generates smoke (including, but not limited to, possessing a lighted or ignited pipe, hookah pipe, cigar, electronic cigarette or cigarette of any kind); or lighting or igniting a pipe, hookah pipe, cigar, electronic cigarette or a cigarette of any kind. Smoking includes the use of any product which emits smoke in the form of gases, particles, vapors or other byproducts released by electronic cigarettes, tobacco cigarettes, herbal cigarettes, marijuana cigarettes and any other type of cigarette, pipe or other implement for the purpose of inhalation of vapors, gases, particles or there byproducts released as a result of combustion or ignition.

- (l) **“Tobacco and Nicotine Product”** means any substance containing tobacco leaf, including cigarettes, cigars, loose tobacco, snuff, or any other preparation of tobacco which can be used for smoking, chewing, inhalation or other means of ingestion; and any electronic cigarette or other electronic device used to generate smoke; and any product or formulation of matter containing biologically active amounts of nicotine that is manufactured, sold, offered for sale, or otherwise distributed with the expectation that the product or matter will be introduced into the human body, but does not include any cessation product specifically approved by the United States Food and Drug Administration for use in treating nicotine or tobacco dependence.

7.40.030
PROHIBITION OF SMOKING IN
CITY FACILITIES AND ON CITY
PROPERTY.

- (a) Smoking is prohibited in all buildings, vehicles and other enclosed areas owned or leased by the City of San Mateo or otherwise operated by the City of San Mateo.
- (b) Smoking is prohibited in all outdoor areas owned or leased by the City of San Mateo, including parking lots, park properties and facilities, golf courses, and any of the grounds surrounding the buildings, facilities or areas owned or leased by the City of San Mateo, including streets and sidewalks.

7.40.040
PROHIBITION OF SMOKING
IN PUBLIC PLACES.

- (a) Smoking is prohibited in all enclosed public places except hotel and motel lodging rooms rented to guests, provided that not more than 50% of the rooms may be designated as rooms where smoking is allowed.
- (b) Smoking is prohibited in the following unenclosed public places:
 - (1) Service areas.
 - (2) Dining areas.
 - (3) Lagoons and waterways.

7.40.050
PROHIBITION OF SMOKING IN
MULTI-UNIT RESIDENCES.

- (a) Smoking is prohibited inside any multi-unit residence and within 40 feet of a multi-unit residence.
- (b) Smoking is prohibited within any enclosed and unenclosed multi-unit residence common area.

7.40.060
WHERE SMOKING NOT REGULATED.

Notwithstanding any other provisions of this Chapter to the contrary, private vehicles and detached single-family residences, except during the time that the residence is used as a child care or a health care facility, shall not be subject to the smoking restrictions of this Chapter.

7.40.070
MEDICAL MARIJUANA.

Notwithstanding any other provisions of this Chapter, smoking or vaporizing of marijuana for medical purposes, as permitted by California Health and Safety Code sections 11362.7 *et seq.*, inside any multi-unit residence is not prohibited by this Chapter. However, use of marijuana for medical purposes is prohibited in all other places where smoking is prohibited by this Chapter and all unenclosed public places.



City Of San Mateo
City Clerk's Office
330 W. 20th Ave
San Mateo, CA 94403
650-522-7040

Homeowner Architectural Application Indemnity/Liability Agreement

Owners Name: _____
(Please print)

Address: _____

Day Time Contact Number: _____ Evening: _____

I (we), the above named owner, request approval to make the following addition, change, or alteration on my home at the address listed above:

Description of addition, change, or alteration: (include as much information as possible; use additional page if needed)

Who will perform the work? (Attach a copy of the contractor's current license and current insurance information)

Plans and/or specifications, (drawings), showing nature, kind, shape, height, and materials, must be submitted as a part of this request.

I, (we), the above named owner will be responsible for damage to the exterior of the building that may arise as a result of the above stated addition, change, or alteration, and will be responsible for maintenance of same. I agree to obtain and produce copies of all necessary City permits to the Association. It is also agreed that any necessary insurance coverage for the protection of these additions will be the sole responsibility of the owner(s). Further, owner(s) agree that if and when this unit is sold, this agreement must be included as a part of the sale and agreed to by the new owner(s). After the sale is complete, it will be the OBLIGATION of the new owner(s) to sign a new copy of this agreement and deliver it to the Secretary of the Association so that it will be on file whenever needed. This will apply to ALL subsequent owners and will be disclosed to any potential buyers of the property.

It is recognized by me that the Association maintains the right of approval of the above stated addition, change, or alteration and may require its removal, should it become necessary for safety, maintenance of surrounding structures, or lack of proper maintenance by the above-named owner.

The above-named owner agrees to hold the Association, its Board of Directors, members, employees and agents harmless from any liability, injury, damage, or costs that may be incurred as a result of the above stated addition, change, or alteration.

Order: YLZL7HZ73
Address: 2168 Vista del Mar
Order Date: 01-23-2020
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Permits:(Please attach any City Building Permits required and list those being attached):

Applicant agrees and understands that the submission of this form alone does not necessarily fulfill all requirements for approval. Committee and/or Board may require additional information in order to make a decision. Until all information has been received, the application stands disapproved.

Applicant, (Homeowner) understands that if the committee requires modifications to plans, special conditions may be placed on the completion of work.

Applicant understands that failure to receive City of _____ approval where necessary, and/or committee approval, constitutes automatic authorization by the applicant to the Association to have the work brought into conformance with the approved plans, specifications, and special requirements at the complete expense of the applicant/homeowner.

Print Name

Signature of owner (applicant)

Date

Print Name

Signature of owner (applicant)

Date

If you have any questions about this form please, contact our office. Mail or fax your application to:

The Manor Association, Inc.
1800 Gateway Dr. Suite 100
San Mateo, CA 94404
Office: 650-637-1616
Fax: 650-637-1670

For Office Use Only

Date application received by Manor Association: _____

Date of Architectural Committee review: _____

Board of Directors/ Architectural Review Committee: ☐ Approved ☐ Denied

Special conditions for approval: _____

Date approved to proceed: _____

Building permit required: ☐ Yes ☐ No

Reason for denial: _____

By: _____

Authorized Association Representative

Date

Order: YLZL7HZ73
Address: 2168 Vista del Mar
Order Date: 01-23-2020
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Edgewater Isle South Condominium Owners Association

THE MANOR ASSOCIATION, INC.

CALIFORNIA GOV'T. CODE §12956.1 Disclosure (2019)

"If this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of §12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to §12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status."

Edgewater Isle South Condominium OA

c/o The Manor Association
353 Main Street
Redwood City, CA 94063
Phone: 650-637-1616 Fax: 650-637-1670

No Charcoal Barbeque Grills allowed at Edgewater Isle South

Adopted October 27,2014

Dear Community Member,

The Board of Directors have approved the rule restricting the use of Charcoal Grills on decks and balconies and within ten feet of the buildings at Edgewater Isle South at the Board of Directors meeting which was held on Monday, October 27, 2014.

The Board of Directors recently selected new insurance carriers that have significantly broadened insurance coverage for the community at competitive insurance premiums. One of the conditions of the Property insurance carrier is that the Association prohibits charcoal barbeque grills on the decks/balconies of the units, and within ten feet of the buildings. The majority of insurance carriers that offer coverage for condominium associations either have this same requirement or require all barbeque grills to be removed from decks/balconies.

Propane barbeque grills will still be allowed.

The Board has chosen to enforce this contingency in the best interest of the community to ensure that the units at Edgewater Isle South have the appropriate fire insurance.

This rule applies to all residents of Edgewater Isle South. Failure to comply with this rule may result in monetary fines.

Order: YLZL7HZ73
Address: 2168 Vista del Mar
Order Date: 01-23-2020
Document not for resale
HomeWiseDocs

**ELECTION AND MEETINGS PROCEDURES
of
EDGEWATER ISLE SOUTH ASSOCIATION**

THE RULES AND PROCEDURES CONTAINED HEREIN SHALL SUPERCEDE ANY CONTRARY OR CONFLICTING PROVISION OF THE GOVERNING DOCUMENTS. THESE PROCEDURES SHALL APPLY TO MEMBER MEETINGS FOR ELECTION AND REMOVAL OF DIRECTORS, ASSESSMENTS, AMENDMENTS TO THE GOVERNING DOCUMENTS, THE GRANT OF EXCLUSIVE USE COMMON AREA PROPERTY, AND ANY OTHER APPLICATION AS DETERMINED BY THE BOARD. THESE PROCEDURES COMPLY WITH CIVIL CODE §1363.03.

I. EQUAL ACCESS

- A. All candidates or members advocating a point of view shall be provided equal access to Association media, newsletters or internet website during a campaign, for purposes that are reasonably related to that election, including those not endorsed by the Board. Equal access shall be provided to all candidates, at no cost, to the Common Area meeting space.
- B. The Association shall not edit nor redact any content from these communications, but may include a short statement specifying that the candidate or member, and not the Association, is responsible for that content.

II. ELECTIONS

A. Qualifications for Candidates for the Board of Directors

- 1. The candidate must be a member of the Association;
- 2. The candidate must be in good standing (i.e. current on all assessments and not in violation of any provisions of the governing documents); and
- 3. The candidate must be 21 yrs. of age.

B. Procedures for Nomination of Candidates

- 1. A nominating committee shall be appointed by the Board, consisting of 1-3 members;
- 2. Nomination of candidates shall be submitted to the nominating committee at least 30 days before the election;
- 3. The nominating committee shall screen the potential candidates and submit a list of nominations to the Board; and
- 4. The nominations shall appear on the ballot, with room for write-in candidates and nominations from the floor.

C. Qualifications For Voting

- 1. Voting can only be by a member in good standing (i.e. not delinquent in assessments nor in violation of the governing documents);

2. A member must be the record owner of a unit or lot; and
3. A member must be 21 to vote.

D. Voting Period for Elections

1. The voting period for elections shall be designated by the Board of Directors.
2. Elections may be conducted entirely by mail unless otherwise specified by the governing documents, except for the counting of ballots.

E. Proxies

1. "Proxy" means a written authorization signed by a member or the authorized representative of the member that gives another member or members the power to vote on behalf of that member.
 - A. "Signed" means the placing of the member's name on the proxy (whether by manual signature, typewriting, telegraphic transmission or otherwise) by the member or authorized representative of the member.
2. Proxies shall not be construed as or used in lieu of a ballot.
3. The Association may use proxies if permitted or required by the Bylaws and provided they meet the requirements of the law and the governing documents.
4. The Association shall not otherwise be required to prepare or distribute proxies.
5. Any instructions given in a proxy issued for an election that directs the manner in which the proxy holder is to cast the vote shall be set forth in a separate page of the proxy that can be detached and given to the proxy holder to retain.
6. The proxy holder shall cast the member's vote by secret ballot. (See a sample Proxy – Exhibit "A")

F. Secret Ballots

1. Any election regarding assessments, election and removal of members of the Board of Directors, amendments to the governing documents, or the grant of exclusive use common area property shall be held by secret ballot.

G. Quorum

1. Only if required by the Governing documents or law.

- a. If required by the Governing documents, each ballot received by the inspector of election shall be treated as a member present at a meeting for purposes of establishing a quorum.

H. Inspectors

1. An independent third party shall be the inspector of the election;
2. The number of inspectors shall be one or three;
3. The inspector of election shall be appointed by the Board, but may not be a member of the Board, a candidate for the Board, or related to a member of the Board;
4. An independent third party may not be a person who is currently employed or under contract to the Association for any compensable services unless expressly authorized by the Association.
5. The inspector shall do all of the following:
 - a. Determine the number of memberships entitled to vote and the voting power of each;
 - b. Determine the authenticity, validity and effect of proxies, if any;
 - c. Receive ballots;
 - d. Hear and determine all challenges and questions arising out of or in connection with the right to vote;
 - e. Count and tabulate all votes;
 - f. Determine the result of the election;
 - g. Determine when the polls shall close; and
 - h. Perform any acts as may be proper to conduct the election with fairness to all members in accordance with this section and all applicable rules of the Association regarding conduct of the election that are not in conflict with this section.
 - i. Appoint and oversee additional persons to verify signatures and to count and tabulate votes, provided that the persons are independent third parties.
6. An inspector of election shall perform his or her duties impartially, in good faith, to the best of his or her ability, and as expeditiously as is practical.
 - a. If there are three inspectors of election, the decision or act of a majority shall be effective in all respects as the decision or act of all.
 - b. Any report made by the inspector(s) of elections is prima facie evidence of the facts stated in the report.

I. Ballots

1. Ballots and two envelopes (one unmarked and the other pre-addressed to the inspector(s) of election) with instructions on how to return ballots shall be mailed by first-class mail or delivered by the

- Association to every member not less than 30 days prior to the deadline for voting;
2. In order to preserve confidentiality, a voter may not be identified by name, address, nor the lot, parcel or unit number on the ballot;
 3. The ballot itself is not signed by the voter, but is completed and inserted into the unmarked envelope that is sealed (the sealed ballot).
 - a. This sealed ballot is inserted into the pre-addressed envelope and sealed.
 - 1) In the upper left-hand corner of the pre-addressed envelope the voter prints and signs his or her name, address, and the lot, parcel or unit number that entitles him or her to vote.
 - 2) The pre-addressed envelope is addressed to the inspector(s) of election and may then be mailed or delivered by hand to a location specified by the inspector(s) of election.
 - 3) The member may request a receipt for delivery.
 4. Upon receiving the pre-addressed envelope, the inspector(s) shall open it and record the information from the exterior of the upper left-hand corner of the envelope.
 5. Then, the pre-addressed envelopes are opened and the sealed ballots are removed and stored in a safe place.
 6. The sealed ballots, at all times, shall be in the custody of the inspector(s) of election or at a location designated by the inspector(s) until after tabulation of the votes, at which time custody shall be transferred to the Association.

J. Conflicts

1. In the event of a conflict between these procedures and the Nonprofit Mutual Benefit Corporations Code relating to elections, these procedures shall apply.

K. Counting of Votes

1. All votes shall be counted and tabulated by the inspector(s) of election in public at a properly noticed open meeting of the Board of Directors or members;
2. Any candidate or other member of the Association may witness the counting and tabulation of the votes;
3. No other person, including a member of the Association or an employee of the management company, shall open or otherwise review any ballot prior to the time and place at which ballots are counted and tabulated;
4. Cumulative voting shall be allowed using the secret ballot procedures, if provided for in the governing documents.
5. The results of the election shall be:
 - a. Promptly reported to the Board of Directors of the Association;

- b. Recorded in the minutes of the next meeting of the Board of Directors;
 - c. Available for review by members of the Association;
 - d. Publicized by the Board in a communication directed to all members within fifteen (15) days of the election.
6. The inspector(s) of election, his or her designee, may verify the member's information and signature on the outer envelope prior to the meeting at which ballots are tabulated.
7. Once a secret ballot is received by the inspector(s) of election, it shall be irrevocable.
8. After tabulation:
- a. Election ballots shall be stored by the inspector(s) of election or at a location designated by the inspector(s) in a secure place for no less than nine (9) months after the date of election;
 - b. In the event of a recount or other challenge to the election process, the inspector(s) shall, upon written request, make the ballots available for inspection and review by an Association member(s) or his/her/their authorized representative;
 - c. Any recount shall be conducted in a manner that shall preserve the confidentiality of the vote.
 - d. After transfer of the ballots to the Association, the ballots shall be stored by the Association in a secure place for no less than one (1) year after the date of the election.

L. Use of Association Funds (Civil Code §1363.04)

1. Association funds shall not be used for campaign purposes in connection with any Association Board election, except to the extent necessary to comply with the law.
- a. Association funds cannot be used for the advocacy of the election or defeat of any candidate on the Association ballot;
 - b. Association funds cannot be used for the photograph or prominently featuring the name of any candidate on a communication from the Association or its Board, excepting ballot and ballot materials, within 30 days of an election.

M. Civil Actions

1. Violations of these procedures may result in a civil action for declaratory relief or equitable relief, injunctive relief, restitution, or a combination thereof;
2. The statute of limitations is within 1 year from the date the action accrues;
3. A Court, if it finds a violation of the procedures stated herein, may void the election;

4. A member who prevails in a civil action to enforce his or her rights shall be entitled to:
 - a. Reasonable attorney's fees and costs; and
 - b. The Court may impose a civil penalty of up to \$500.00 for each violation, except that each identical violation shall be subject to only one penalty if the violation affects each member of the Association equally.
5. A prevailing association shall not recover any costs, unless the Court finds the action to be frivolous, unreasonable, or without foundation;
6. A cause of action with respect to use of Association resources by a candidate or a member advocating a point of view, the receipt of a ballot by a member, or the counting, tabulation, or reporting of, or access to, ballots for inspection and review after tabulation may be brought in Small Claims Court, if the amount of the demand does not exceed the jurisdiction of the court.

Adopted by the Edgewater Isle South Association on November 16, 2006.

Order Summary

Edgewater Isle South Condominium Owners' Association
The Manor Association

Property Information:

2168 Vista del Mar
San Mateo, CA 94404-4020
Seller: Jonothan Golden

Requestor:

Powerhouse TCs
Monica Guzman
209-566-4956

Payment Summary

Payment Method: Visa
Name: Lisa Fujimoto
Account Number: XXXX-XXXX-XXXX-6924
Payment Amount: \$306.00
Payment Date: 01-23-2020

Payment Details**Amounts Prepaid**

Convenience Fee	\$6.00
Total Escrow Disclosure	\$300.00
Documents with PRDS/CAR Form	
Up Front Total	\$306.00

At Close Details**Amounts Due At Close**

At Close Total	\$0.00
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No returns, exchanges, price adjustments, or cancellations are permitted after products are received unless mandated by state statute.
NOTE: This receipt is acknowledgment of your order. **DO NOT USE** for payoff or closing instructions.

Regular Meeting Minutes (Required Civil Code Sec. 4525) Edgewater Isle South Condominium Owners' Association

Order: YLZL7HZ73
Address: 2168 Vista del Mar
Order Date: 01-23-2020
Document not for resale
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EDGEWATER ISLE SOUTH OWNERS' ASSOCIATION

Minutes of the Board of Directors Meeting
June 24, 2019
1800 Gateway Drive, suite 100 – San Mateo, CA 94404

CALL TO ORDER:

President James Newell called the Edgewater Isle South Board of Directors meeting to order at 7:04PM.

DIRECTORS PRESENT

James Newell - President

Lynn Hanlon – Vice President /Treasurer

Noel Lecaros – Secretary

DIRECTORS NOT PRESENT: Jane Fraser - Director

ALSO PRESENT: Eileen Greathouse representing, The Manor Association, Inc.

ELECTION OF OFFICER POSITIONS: It was **MSC** to elect

Lynn Hanlon - President / Treasurer

Jim Newell - V President

Noel Lecaros - Secretary

Jane Fraser - Director

OPEN FORUM: One homeowner present. No discussion.

1. MEETING MINUTES –

A) April 22, 2019 regular Board of Directors meeting.

It was **MSC** to approve the April 22, 2019 minutes of the regular Board of Directors meeting minutes as presented.

2. FINANCIAL STATEMENTS:

- a. April 30, 2019 and May 31, 2019 financials. After review and discussion Board decided to table the approval pending clarification of the amount of taxes paid and a breakdown of landscape extras.
- b. It was **MSC** to approve the Standard Motion for Collections: Collections Standard Motion/ Lien Action: I motion to approve all owners with delinquent assessment balances in the 30, 60 and 90-day columns of the Delinquent Report dated June 30, 2019 are to be sent to collection with the timelines of the collection policy, included, but not limited to recording a lien against the property.
 - a. **Lien approvals:** No action at this time.

3. A. President: No discussion.

B. Treasurer: Director Hanlon requested approval to roll over a \$150,000 Certificate of Deposit. It was **MSC** to approve the roll-over of \$150,000. Director Hanlon will contact UBS.

C. Landscaping: Landscape walk with Greener Maintenance for the Master and South will be on Friday, July 12th. Director Newell discussed adding two trees in the area of the 48 and 49 buildings. Board will review the arborist list of trees for the community.

Order: YLZL7HZ73

Address: 2168 Vista del Mar

Order Date: 01-23-2020

The Manor Association, Inc. • 1800 Gateway Drive • San Mateo, CA 94404

Tel: (650)637-1616 • Fax: (650)637-1670

EDGEWATER ISLE SOUTH OWNERS" ASSOCIATION

D. Inter- Association: No discussion.

E. Maintenance: Board noted that once the lights are installed Miguel will need a work order to touch up the paint in the area of the new lights. Management to reach out to the vendor regarding regrouting the pool deck.

4. OLD BUSINESS:

A. Lighting replacement: – Director Hanlon did a quick review of the lighting proposal and noted the lighting number count is off. She will check the numbers and report to Eileen so that the information can be forwarded to the lighting rep at American Power Solutions.

5. NEW BUSINESS:

A. Gutter Cleaning Proposal: – Eileen will forward the corrected gutter cleaning proposal to the board. It was **MSC** to approve the gutter cleaning proposal via e-mail and ratify at the next meeting so that Eileen can get the cleaning on Commercial Gutters schedule.

B. Pool furniture -order approval: It was **MSC** to approve pool furniture via e-mail when a style has been decided upon and ratify at the next meeting. Director Hanlon will contact the North Association to look at their pool furniture.

C. Deck Proposal – It was **MSC** to approve the proposal from TARA Coatings to redo the deck at unit 2209 at a cost of \$4,884.00.

6. Newsletter Review: Lighting, also a note regarding trash and recycling etiquette.

7. Set Next Meeting Date: Next regular Board of Directors meeting is tentatively scheduled for Monday, July 22,2019. Manor Association, 1800 Gateway Drive, Suite 100, San Mateo, CA 94404.

8. Adjourn Meeting: The Board meeting was adjourned at 8:08PM.
Respectfully submitted by Eileen Greathouse, The Manor Association.

As approved by Board of Directors



Signed



Date

Order: YLZL7HZ73

Address: 2168 Vista del Mar

Order Date: 01-23-2020

The Manor Association, Inc. • 1800 Gateway Drive • San Mateo, CA 94404

Tel: (650)637-1616 • Fax: (650)637-1670

No meeting was held during this period: May 2019.

Minutes of the Board of Directors Meeting
April 22, 2019
Port Room – Foster City Library
1000 E. Hillsdale Blvd., Foster City, CA 94404

CALL TO ORDER to order after Annual Meeting

President James Newell called the Edgewater Isle South Board of Directors meeting to order at 7:26PM.

DIRECTORS PRESENT

James Newell - President
Lynn Hanlon – Vice President /Treasurer
Noel Lecaros – Secretary
Jane Fraser - Director

ALSO PRESENT: Eileen Greathouse representing, The Manor Association, Inc.

George Descalso with EPIC Insurance presented the board with a breakdown of the current market for Earthquake Insurance. The current proposal for earthquake insurance for the year May 1, 2019 to May 1, 2020 is \$61,944.00 an increase of \$15,644.00 from the prior year. Mr. Descalso noted he was still out shopping for a lower rate of the same rating and coverage but could not guarantee a lower cost. The board agreed to move forward with this quote unless EPIC brings in a better price with the same coverage and rating prior to the rollover date. It was **MSC** to approve the earthquake coverage as presented in the amount of \$61,944.00 unless a better cost is presented prior to the rollover date.

Board adjourned the meeting at 7:44PM and called the Annual Meeting to order.

Meeting was re-adjourned at 8:15PM.

OPEN FORUM: Six homeowners were present. Discussion regarding the geese, landscapers weed control program, water intrusion and insurance claim.

1. MEETING MINUTES –

A) March 25, 2019 regular Board of Directors meeting.

It was **MSC** to approve the March 25, 2019 minutes of the regular Board of Directors meeting minutes as presented.

2. FINANCIAL STATEMENTS:

a. March 31, 2019 financials. After review and discussion,

It was **MSC** to accept the March 31, 2019 financial statements and bank reconciliation as submitted.

Financial Statements include balance sheet, operating fund income statement, reserve fund income statement, bank reconciliation, check registers and general ledger pending year-end audit.

b. It was MSC to approve the Standard Motion for Collections: Collections Standard Motion/ Lien Action: I motion to approve all owners with delinquent assessment balances in the 30, 60 and 90-day columns of the Delinquent Report dated April 30, 2019 are to be sent to collection with the timelines of the collection policy, included, but not limited to recording a lien against the property.

a. Lien approvals: No action at this time.

EDGEWATER ISLE SOUTH OWNERS ASSOCIATION

3. **A. President:** No discussion.

B. Treasurer: No discussion.

C. Landscaping: Landscape walk with Greener Maintenance for the Master and South will be on Friday, May 4TH.

D. Inter- Association: No discussion.

E. Maintenance: Miguel has completed the power washing at the pool.

4. **OLD BUSINESS:**

A. Lighting replacement: – Board members discussed the sample lighting supplied by American Power Solutions and chose a sample for the doors.

5. **NEW BUSINESS:**

A. Earthquake Insurance renewal –Review and approval: It was **MSC** to approve the Earthquake insurance proposal in the amount of \$61,944.

B. Pool furniture -order approval: It was **MSC** to approve pool furniture via e-mail when a style has been decided upon.

C. Insurance changes – Management noted she sent an e-mail to attorney Sandy Bonato with Berding Weil and is waiting to hear back regarding making some changes to the insurance part of the CC&R's.

D. Additional fees – claim administration: Management informed the board that at a recent legal hour she asked an attorney if management administrative fees could be deducted from the insurance claims. Legal advised against this. Eileen noted that she has spent approximately six hours on the recent water heater and garage water damage claim. Board instructed Eileen to charge the association for her time overseeing the claim.

6. **Newsletter Review:** Annual meeting, plumbing issues, lighting.

7. **Set Next Meeting Date:** Next regular Board of Directors meeting will be held on Monday, June 24,2019. Due to the Memorial Day Holiday there will be no May meeting.

8. **Adjourn Meeting:** The Board meeting was adjourned at 8:50PM.
Respectfully submitted by Eileen Greathouse, The Manor Association.

As approved by Board of Directors

Signed

Date

Approved by the Board 6/24/19

Order: YLZL7HZ73

Address: 2168 Vista del Mar

Order Date: 01-23-2020

The Manor Association, Inc. • 353 Main Street • Redwood City, CA 94063

Tel: (650)637-1616 • Fax: (650)637-1670

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Minutes of the Board of Directors Meeting
March 25, 2019
Foster City Recreation Center
1000 E. Hillsdale Blvd., Foster City, 94404

CALL TO ORDER to order after Annual Meeting

President James Newell called the Edgewater Isle South Board of Directors meeting to order at 7:00PM.

DIRECTORS PRESENT

James Newell - President
Lynn Hanlon – Vice President /Treasurer
Noel Lecaros – Secretary
Jane Fraser - Director

ALSO PRESENT: Eileen Greathouse representing, The Manor Association, Inc.

OPEN FORUM: Six homeowners were present. Discussion regarding the geese, landscapers weed control program, water intrusion and insurance claim.

1. MEETING MINUTES –

A) February 25, 2019 regular Board of Directors meeting.

It was **MSC** to approve the February 25, 2019 minutes of the regular Board of Directors meeting minutes as presented.

2. FINANCIAL STATEMENTS:

- a. February 28, 2019 financials. After review and discussion,
it was **MSC** to accept the February 28, 2019 financial statements and bank reconciliation as submitted.
Financial Statements include balance sheet, operating fund income statement, reserve fund
income statement, bank reconciliation, check registers and general ledger pending year-end audit.
 - b. It was **MSC** to approve the Standard Motion for Collections: Collections Standard Motion/ Lien Action:
I motion to approve all owners with delinquent assessment balances in the 30, 60 and 90-day columns of
the Delinquent Report dated March 31, 2019 are to be sent to collection with the timelines of the collection
policy, included, but not limited to recording a lien against the property.
 - a. **Lien approvals:** No action at this time.
 - b. **Transfer of operating funds:** Director Hanlon noted that the CD maturing has been reinvested.
 - c. **MM account transfer:** \$200,00 has been transferred from the money market to two \$100,000 certificates of deposit.
- 3. A. President:** No discussion.
- B. Treasurer:** No report. Earthquake renewal will be available for the April 22nd meeting.
- C. Landscaping:** Director Newell noted there will be a Landscape walk with Greener Maintenance
for the Master and South, weather permitting on Friday, April 5TH. He also noted some ivy replacements.
- D. Inter- Association:** Director Newell noted the Master Association is still dealing with sewer issues.
- E. Maintenance:** Pool decking and new chairs for the pool area are pending.

Order: YLZL7HZ73

Address: 2168 Vista del Mar

Order Date: 01-23-2020

The Manor Association, Inc. • 353 Main Street • Redwood City, CA 94063

Tel: (650)637-1616 • Fax: (650)637-1670

HomeWiseDocs

EDGEWATER ISLE SOUTH OWNERS ASSOCIATION

4. **OLD BUSINESS:**

A. Lighting replacement: – A walk is scheduled with American Power Solutions to discuss lighting.

5. **NEW BUSINESS:**

A. Reserve study proposal: It was **MSC** to approve the update reserve study from JD Beatty at a cost of \$750.00.

6. **Newsletter Review:** Annual meeting, plumbing issues, lighting.

7. **Set Next Meeting Date:** Next regular Board of Directors meeting will be held on Monday, April 22,2019 after the Master/Commercial Master and South Annual Meetings.

8. **Adjourn Meeting:** The Board meeting was adjourned at 7:50PM.
Respectfully submitted by Eileen Greathouse, The Manor Association.

As approved by Board of Directors

Signed

Date

Approved by the Board 4/22/19

Order: YLZL7HZ73

Address: 2168 Vista del Mar

Order Date: 01-23-2020

The Manor Association, Inc. • 353 Main Street • Redwood City, CA 94063

Tel: (650)637-1616 • Fax: (650)637-1670

HomeWiseDocs

Minutes of the Board of Directors Meeting
February 25, 2019
Foster City Recreation Center
1000 E. Hillsdale Blvd., Foster City, 94404

CALL TO ORDER to order after Annual Meeting

President James Newell called the Edgewater Isle South Board of Directors meeting to order at 7:00PM.

DIRECTORS PRESENT

James Newell - President

Lynn Hanlon – Vice President /Treasurer

Noel Lecaros – Secretary

Jane Fraser - Director

ALSO PRESENT: Eileen Greathouse representing, The Manor Association, Inc.

OPEN FORUM: One homeowner was present. Discussion regarding geese deterrent measures.

1. MEETING MINUTES –

A) January 28, 2019 regular Board of Directors meeting.

It was **MSC** to approve the January 28, 2019 minutes of the regular Board of Directors meeting minutes as presented.

2. FINANCIAL STATEMENTS:

- a. January 31, 2019 financials. After review and discussion,
it was **MSC** to accept the January 31, 2019 financial statements and bank reconciliation as submitted.
Financial Statements include balance sheet, operating fund income statement, reserve fund income statement, bank reconciliation, check registers and general ledger pending year-end audit.
- b. It was **MSC** to approve the Standard Motion for Collections: Collections Standard Motion/ Lien Action: I motion to approve all owners with delinquent assessment balances in the 30, 60 and 90-day columns of the Delinquent Report dated February 28, 2019 are to be sent to collection with the timelines of the collection policy, included, but not limited to recording a lien against the property.
 - a. **Lien approvals:** No action at this time.
 - b. **Transfer of operating funds:** Board will review a possible transfer at the March meeting.
 - c. **MM account transfer:** No discussion.

3. A. President: No discussion.

B. Treasurer: Director Hanlon noted she directed UBS to use \$500,000, as approved by the Board at the January Board of Directors meeting in reserve money and divide the money into five CD's at \$100,000 each with various maturity dates. Management to have the Earthquake renewal for the April 22nd meeting.

C. Landscaping: Director Newell noted there will be a Landscape walk with Greener Maintenance for the Master and South, weather permitting on Friday, March 1st.

D. Inter- Association: Director Newell noted the Master Association is dealing with some issues with the sewers. Management will send out an e-mail blast regarding not putting wipes down the toilets or drains.

E. Maintenance: No discussion.

4. OLD BUSINESS:

A. Lighting replacement: – Management will contact the representative for American Power Solutions and set up a walk to discuss the South Association's lighting.

B. Exterior Stairs: -- Board would like Jim Lyons to provide a report regarding his inspection of the stairs.

5. NEW BUSINESS:

A. Annual Meeting Process: Annual meeting will be held on Monday, April 22, 2019, regular board meeting will follow. There will be a raffle of three gift cards, two of the cards will be for those present at the meeting and one for anyone who has sent in a ballot.

B. Meetings Frequency: There will be no board meeting in the months of May and August.

C. ACC Requests: No requests.

6. Newsletter Review: Annual meeting, plumbing issues, lighting.

7. Set Next Meeting Date: Next regular Board of Directors meeting will be held on Monday, March 25, 2019.

8. Adjourn Meeting: The Board meeting was adjourned at 7:50PM.
Respectfully submitted by Eileen Greathouse, The Manor Association.

As approved by Board of Directors

Signed

Date

Approved by the Board 3/25/19

Order: YLZL7HZ73

Address: 2168 Vista del Mar

Order Date: 01-23-2020

The Manor Association, Inc. • 353 Main Street • Redwood City, CA 94063

Tel: (650)637-1616 • Fax: (650)637-1670

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Minutes of the Board of Directors Meeting
January 28, 2019
Foster City Recreation Center
1000 E. Hillsdale Blvd., Foster City, 94404

CALL TO ORDER to order after Annual Meeting

President James Newell called the Edgewater Isle South Board of Directors meeting to order at 7:00PM.

DIRECTORS PRESENT

James Newell - President

Noel Lecaros – Secretary

Jane Fraser - Director

DIRECTORS NOT PRESENT:

Lynn Hanlon – Vice President /Treasurer

ALSO PRESENT: Eileen Greathouse representing, The Manor Association, Inc.

OPEN FORUM: One homeowner was present. Discussion regarding Foster City's traffic pilot program and problem with geese in the community especially on the walkways.

1. MEETING MINUTES –

A) November 7, 2018 regular Board of Directors meeting.

It was **MSC** to approve the November 7, 2018 minutes of the regular Board of Directors meeting minutes as presented.

2. FINANCIAL STATEMENTS:

- a. October 31, 2018, November 30, 2018 and December 31, 2018 financials. After review and discussion, it was **MSC** to accept the October 31, 2018, November 30, 2018 and December 31, 2018 financial statements and bank reconciliation as submitted. Financial Statements include balance sheet, operating fund income statement, reserve fund income statement, bank reconciliation, check registers and general ledger pending year-end audit.
 - b. It was **MSC** to approve the Standard Motion for Collections: Collections Standard Motion/ Lien Action: I motion to approve all owners with delinquent assessment balances in the 30, 60 and 90-day columns of the Delinquent Report dated January 30, 2019 are to be sent to collection with the timelines of the collection policy, included, but not limited to recording a lien against the property.
 - a. **Lien approvals:** No action at this time.
 - b. **Transfer of operating funds:** No discussion. Board will discuss when treasurer is present.
 - c. **MM account transfer:** It was **MSC** to approve Treasurer Hanlon to move \$500,00 from the money market account to Certificates of Deposits with UBS Bank.
- 3. A. President:** No discussion.
- B. Treasurer:** No report Director Hanlon was not present.
- C. Landscaping:** Director Newell noted there will be a Landscape walk with Greener Maintenance for the Master and South, weather permitting on Friday, February 1st. It was **MSC** to approve the proposal from Greener Maintenance in the amount of \$1,815.00 for English Ivy throughout the community. be replaced.

EDGEWATER ISLE SOUTH OWNERS ASSOCIATION

D. Inter- Association: Director Newell noted the Senior Housing is dealing with a water leak.

There are also some new Board members on the Master Association Board.

E. Maintenance: Management to look at the area of 2162 for water ponding on the sidewalk. It was noted that Miguel has started the power washing of the South sidewalks and French drains have been flushed out. He is also in the process of doing an extensive cleaning of the bathrooms and grout.

4. OLD BUSINESS:

A. Lighting replacement: – Director Newell noted that the South should move forward on the lighting replacement project. Director Newell will forward information from the Master Association lighting project.

5. NEW BUSINESS:

A. Financial Review process: Management noted the new change in financial reviews. It was noted that all members would review the financials monthly and approve at the following meeting.

B. Exterior Stairs: -report review and discussion: Management noted that Jim Lyons, CSI was forwarded the report as provided by Miguel and offered to walk the community and look at the areas noted on the report.

C. Annual Meeting: Director Newell will confirm the annual meeting date with the manager of the Master Association.

D. ACC Requests: No requests.

6. Newsletter Review: Annual meeting, feeding wildlife.

7. Set Next Meeting Date: Next regular Board of Directors meeting will be held on Monday, February 28,2019.

8. Adjourn Meeting: The Board meeting was adjourned at 7:30PM.
Respectfully submitted by Eileen Greathouse, The Manor Association.

As approved by Board of Directors

Signed

Date

Approved by the Board 2/25/19

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Order Date: 01-23-2020

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Rental Restrictions (Required Civil Code Sec. 4525)
Edgewater Isle South Condominium Owners' Association

Order: YLZL7HZ73
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Special Assessment (Required Civil Code Sec. 4525)
Edgewater Isle South Condominium Owners' Association

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