



PROCEDURE FOR OBTAINING APPROVAL OF ARCHITECTURAL CHANGES—INCLUSIVE OF LANDSCAPING

The procedure for obtaining approval for any architectural change shall be as follows:

1. Submit complete plans and specifications showing:
 - a. Nature and scope of work and the location
 - b. Shape (include dimensions—height, length, depth)
 - c. Size (include dimensions—height, length, depth)
 - d. Material to be used i.e. wood; vinyl; paint color
 - e. Drainage (affect it will have on your backyard or HOA property)
 - f. Landscaping—sprinklers, drains, how fence in the backyard and/or HOA area might be affected by improvements
 - g. Contractor information—who is doing the installation
 - h. Do the materials meet the outlined specifications as outlined in the CC&Rs? i.e. replacement windows have required grids; match existing installations
 - i. **Garage doors**
 1. If you are the first homeowner of your two-plex / four-plex to replace the garage door, submit the manufacturers brochure with pictures, detailed specifications, and color sample of your desired garage door. Your proposed door must be consistent with existing designs within The Cape at Calavera Hills HOA. Applicant must provide a photo of existing neighbor(s) garage door(s) with application.
 2. If an attached homeowner of your two-plex / four-plex has already installed a garage door, you are responsible for procuring a door of same window design, panel configuration, and color. Applicant must provide a photo of existing neighbor(s) garage door(s) with application.
 3. Specifications of door. 4' x 4' horizontal panels (16' x 7' door).
 4. Weather Stripping:
 - Traditional Roll-Up Door: Weather stripping must be around the entire door.
 - Solid Door/Roll-Up Door: Weather stripping must be at the bottom of the door
2. Homeowner shall submit an application to the management company and it will be forwarded to the Architectural Review Committee on your behalf.
3. **Incomplete applications** will be returned to the homeowner to provide missing information.

PROCESS

1. Once fully completed application is received it will be sent to the Architectural Review Committee (ARC) and placed in the upcoming Board Meeting packet.
2. ARC reviews the application and makes a recommendation to the Board for approval or disapproval and lists the reasons if it was denied.
3. Once approved or disapproved by the Board, POWERSTONE will submit the Board decision to the homeowner within two (2) weeks or sooner.

Homeowners wishing to appeal a disapproval from the ARC shall resubmit the request to the Board of Directors within 30 days of receipt of the ARC's/Board's recommendation. The Board of Directors shall review the submittal within 30 days of receipt of the request for reconsideration and shall provide a written response within 30 days of receipt of the resubmission including the reasons for the Board's response.
4. In the event the ARC or the Board fails to provide a written response to the requesting homeowner within 60 days of receipt of the request from the owner, the owner may notify the Board in writing that a response has not been received. If the Board fails to response within 30 days of the receipt of the notice, approval will not be required and the relative covenants shall be deemed to have been fully satisfied.

Once an homeowner has obtained approval an architectural/landscaping submittal, work on such approved submittal shall promptly commence and shall be completed within a reasonable time period.
5. Homeowners are directed to the CC&Rs Article 4, Architectural Design Control, which begins on page 13 for more specific information about architectural change requirements.



THE CAPE AT CALAVERA HILLS HOMEOWNERS ASSOCIATION
 c/o Powerstone Property Management
 Attn: Christina Mercer, CCAM – cmercerc@powerstonepm.com
 701 Palomar Airport Road, Suite 300
 Carlsbad, CA 92011

949.535.4529 Phone 949.716.3999 FAX

I. HOMEOWNER INFORMATION

Name: _____ Date: _____

Lot Number and Cape _____
 Address: _____

Address City/State/Zip

Mailing Address: _____

Address City/State/Zip

Email Address: _____

II. ARCHITECT/ENGINEER OR HOMEOWNER’S REPRESENTATIVE (if applicable)

Name: _____ Phone Number: _____

Mailing Address: _____

Street City/State/Zip

III. DESCRIPTION OF DESIRED CHANGES—(give full details of purpose and/or reason, type and colors of materials to be used (a color brochure of the product is required) and location on the property and NO WORK SHALL BE DONE WHICH MAY ALTER EXISTING DRAINAGE PATTERNS.

IV. NEIGHBOR AWARENESS: NOT APPROVAL—The intent is to advise the homeowners of your two-plex / four-plex of the proposed improvement of your property line or unit. No approval is required—this is simply verification that the attached homeowners are made aware of your application.

Date _____
 Adjoining Homeowner’s Name (Print Legibly) _____ Signature _____

Address _____

Date _____
 Adjoining Homeowner’s Name (Print Legibly) _____ Signature _____

Address _____

Date _____
 Adjoining Homeowner’s Name (Print Legibly) _____ Signature _____

Address _____

V. No work shall be started without ARC approval and the issuance of all required permits.



PLEASE INCLUDE THE FOLLOWING INFORMATION WITH YOUR REQUEST (ATTACH DRAWINGS TO THIS FORM)

1. Description of improvement.
2. Location of residence on lot and the dimensions from lot lines.
3. Complete dimensions of proposed improvement.
4. Measurements of improvements in relations to residence and lot lines.
5. Description of materials and color scheme.
6. Height of trees at maturity.

I UNDERSTAND AND AGREE THAT:

The above and attached information is complete and accurate to the best of my knowledge. Improvement/work installation is to be at no cost whatsoever to the Association. Any further maintenance, and repairs or damage related to, or caused by this improvement shall be the responsibility of the owner, heirs or assigns. Any deviation from the approved plans and specifications outlined in the application shall require subsequent approval from the Architectural Review Committee (ARC). Failure to obtain such subsequent approval will nullify the approval of the ARC and said improvements shall be deemed to have been undertaken without the Committee's approval.

I understand that my proposed improvements may require a permit from the City of Carlsbad and/or San Diego County Building Department or other government agencies and I will obtain all required before commencing any work. I agree I will do not work that will change the existing drain patterns. I am aware that any changes may result in substantial damage to adjacent properties.

*I will assume responsibility for any work under the above proposed improvement that I or my contractor complete which may, in the future, adversely affect adjacent properties. **I will assume responsibility for all future maintenance of this addition or improvement.***

Signature: _____ Date: _____
OWNER (authorization of representative must be attached)

COMMITTEE COMMENTS:

DATE: _____

- Approval without condition(s) or restriction(s)
- Conditional approval--

- Disapprove—Reasons:

COMMITTEE SIGNATURES:

_____	Date: _____
_____	Date: _____
_____	Date: _____
_____	Date: _____



NOTICE OF PROJECT COMPLETION

Homeowner Name: _____

Lot Number and _____

Cape Address: _____

Phone Number: _____

Date Project Started: _____

Date Project Completed:

I certify the project was completed as outlined in my application. I acknowledge that if the project creates any damage to HOA property or to my immediate neighbors, I will be responsible for all damages incurred.

Homeowner Signature: _____ **Date:** _____

ARC/Board Site Inspection

Date: _____

Person Inspecting: _____

Project Notation(s): _____

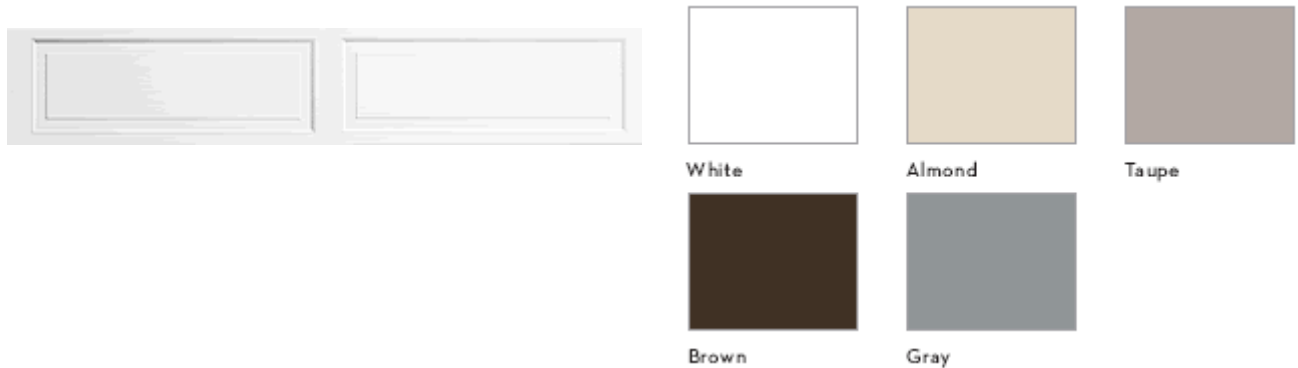


GARAGE DOORS MUST MEET THE FOLLOWING GUIDELINES

1. **Specifications of Door:** 4' x 4' horizontal panels (16' x 7' door).
2. **Weather Stripping:**
Traditional Roll-Up Door: Weather stripping must be around the entire door.
Solid Door/Roll-Up Door: Weather stripping must be at the bottom of the door.
3. You may select any qualified garage door manufacturer or installer as long as the set guidelines are adhered to.
4. **Repair of Garage Doors:**
Repair to garage doors is okay. However, homeowners must be aware that any replacement of a garage door must be of metal as outlined above in the Garage Door Guidelines.
5. Review the approved door panels and window selections. If your adjoining homeowner has already installed a replacement door, you must install the exact same one—meaning manufacturer, color and windows (if apply).

Garage door panels must be Ranch Garage Doors—Long Panels **Four (4) panels across ONLY.**

Ranch Panels



Garage door window options (please circle your selected window option):



Williamsburg II



Stockton II



Windows

Garage door window options (please circle your selected window option):

Virginian Long



Full View Long



Dawn



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

**THE CAPE AT CALAVERA HILLS
HOMEOWNERS ASSOCIATION**

**Epsten, Grinnell & Howell, APC
10200 Willow Creek Road, Ste. 100
San Diego, California 92131**

APN: _____

(Above Space for Recorder's Use)

AGREEMENT RE USE OF REAL PROPERTY

This Agreement is made by and between THE CAPE AT CALAVERA HILLS HOMEOWNERS ASSOCIATION, a California nonprofit mutual benefit corporation ("Association"), and _____ hereinafter referred to as ("Owner"), a member of the Association and Owner of real property located at _____, Carlsbad, California, ("Lot"), which is more particularly described in Exhibit "A" hereto.

R E C I T A L S

- A. Owner is the record owner of a "Separate Interest," as defined in Civil Code section 4185, which is legally described in Exhibit A, attached hereto ("Subject Property").
- B. The Subject Property is part of a "Common Interest Development," as defined in Civil Code Section 4100, which is located in San Diego County, California and commonly known as The Cape at Calavera Hills ("Project").
- C. An Amended and Restated Declaration of Restrictions for The Cape at Calavera Hills Homeowners Association was recorded on November 12, 2003, as Document Number 2003-1366078 of Official Records of San Diego County, California ("Declaration"). All property in the Project, including the Subject Property, is subject to the terms of the Declaration. The term "Declaration" is intended to include the aforesaid document and any annexations and amendments to it which have been or subsequently may be recorded.
- D. Association owns and maintains certain Common Area ("Common Area") in the Project and also maintains certain portions of the Subject Property, including the roof, as described in the Declaration.

E. The Common Area and the Subject Property are more fully designated and described in the Declaration.

F. Article 3, Section 3.3 and Exhibit B of the Declaration require the Association to maintain the portions of the Subject Property on which the Improvements are to be installed and maintained.

G. Owner intends to construct certain improvements on or adjacent to the Subject Property, specifically on the roof of the Subject Property as more fully described in Exhibit B attached hereto (collectively "Improvements"), but generally described as a photovoltaic solar system consisting of _____(____) solar panels and other related fixtures and equipment.

H. The Improvements, in whole or in part, will affect a portion of the Subject Property for which the Association has the responsibility to maintain.

I. Pursuant to its Governing Documents, the Association has the power and authority to approve or disapprove the Improvements.

J. Association has agreed to permit the construction and maintenance of the Improvements, subject, however, to the terms and conditions of this Agreement which are intended to specify the respective rights and duties of Association and Owner.

NOW THEREFORE, in consideration of the terms and conditions set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Association agree as follows:

1 The above Recitals form an integral part of this Agreement.

2 Association hereby grants Owner permission to install and maintain the Improvements, in the location and according to the plans and specifications attached hereto as Exhibit B, subject however to the terms and conditions set forth in this Agreement.

3 Owner covenants and agrees to pay all costs and expenses incurred in the preparation and recording of this Agreement and in the construction and installation of the Improvements, and to be fully responsible for the maintenance, repair and replacement, or removal of the Improvements as well as the maintenance, repair and replacement of any portion of the Subject Property affected, damaged, or impacted by the use or continued existence of the Improvements, including but not limited to, any leaks through the roof and/or damage to the interior of the Subject Property. Owner further covenants and agrees to assume all responsibility for any damages to persons, property or otherwise that may result from the construction, maintenance, use or continued existence of the Improvements and to hold Association free and harmless from any and all costs and expenses attributable to the construction, installation, maintenance, repair, or replacement of the Improvements or to their continued existence or use. Such obligation shall include, but not be limited to, the premature or advanced deterioration of the roof surface(s) upon which the Improvements are mounted and attached from whatever cause or reason including, but not limited to, a lack of direct sunlight on the roof, leaks, dry rot or other cause or causes.

4 Owner covenants and agrees that the Improvements shall be constructed and maintained strictly in compliance with the plans and specifications approved by Association and in the location approved by the Association.

5 Owner covenants and agrees that all construction, maintenance and continued use of the Improvements shall be in accordance with generally accepted construction, maintenance and repair practices and in compliance with all local, state and federal regulations, ordinances, laws and building codes. Owner shall be obligated to obtain any necessary building permits and inspections and to verify compliance with all requirements imposed by law. Association's consent to the terms of this Agreement is limited to an approval solely on the criteria contained in Article 4 of the Declaration, does not include a review for compliance with applicable laws and shall not be construed as an acknowledgment that the Improvements comply with applicable laws. Improvements shall be constructed by a contractor who is licensed by the State of California to perform same. Additionally, if the general contractor will be employing subcontractors, said subcontractors must be duly licensed by the State of California to perform the trade for which they have been engaged.

6 Owner covenants and agrees that the Improvements shall remain subject in all respects to the jurisdiction of the Association and to the Declaration, Bylaws, Rules and Regulations and other governing documents (collectively "Governing Documents") of the Association. Owner covenants and agrees that, if Owner fails to construct, maintain and use the Improvements in accordance with the terms of this Agreement and the Governing Documents, Association shall have the power, at Owner's expense, either to maintain, repair or replace the Improvements or to remove the Improvements, in Association's sole discretion.

7 Owner covenants and agrees that the Subject Property and the Improvements shall be subject to an easement in favor of Association to perform its duties under the Governing Documents, including without limitation, inspection, maintenance, repair and/or replacement of the roof under the location where the solar panels are installed. As such, if Association should reasonably require the removal of the solar panels, in its sole discretion, to enable Association to perform its maintenance and repair obligations on or about the Subject Property, Owner agrees to pay all costs and expenses incurred for the removal and subsequent replacement of the Improvements at such times and in such manner so as to not interfere with, or delay, Association's work. Association shall provide Owner with reasonable notice should the need to remove the Improvements become necessary. Association agrees that such discretion will be exercised reasonably and not arbitrarily. Owner further agrees to remove the Improvements in a timely manner (within 14 days of the date of the Association's written request) and in full cooperation with Association's scheduled inspection, maintenance, repair and/or replacement efforts so as to not cause any delay or additional cost to Association. If Owner fails to timely remove the Improvements so Association can do work for which it is responsible, the Association may remove the Improvements, at Owner's cost, and Owner shall release, hold harmless and indemnify Association from any actual or alleged liability, liens, injuries, causes of action, claims, demands, damages, losses, judgments, costs, (including actual attorneys' fees), which may exist, be brought or instituted, or imposed against Association or its past, present and future Board of Directors, officers, members, agents and employees because of or due to Association's removal of the Improvements. Association shall not be responsible for damage to the Improvements if Owner failed to timely remove the Improvement.

8 Should the Association require the Improvements be moved to perform its duties under the Governing Documents Owner may replace the Improvements at Owner's own cost, if desired in the exact same location as previously approved. The terms of this Agreement shall remain in full force and effect after such replacement. Owner shall be responsible for securing and maintaining adequate insurance for the Improvements. Association shall have no obligation to insure the Improvements.

9 Owner and his/her successors and assigns shall defend, indemnify and hold harmless Association, and its Board of Directors, officers, members, agents, directors, and employees from and against any and all actual and/or alleged obligations, liability, liens, demands, loss, injuries, damages, causes of action or claims which may exist or be brought or instituted against any or all of said parties because of, or in any manner arising from or connected with, the granting of written confirmation of approval for the Improvements, the power to grant and confirm in writing such approval, or the construction, maintenance, repair, replacement, existence or use of the Improvements. Owner agrees to pay all costs of defending, compromising and negotiating any matters pertaining to any such action filed against any or all of the aforementioned parties, including attorneys' fees, and to pay any judgment against any and all of such parties which may result from such actions.

10 Owner releases Association, its Board of Directors, officers, members, agents and employees from any duty or obligation to pay, or otherwise to be responsible, for the cost of construction, maintenance, repair or replacement of the Improvements or any portion of the Subject Property affected or impacted by the Improvements, and further releases said parties from any and all claims, injuries, damages and causes of action which may arise as a result of the construction, maintenance, repair or replacement of the Improvements or the continued existence or use of the Improvements.

11 Owner covenants and agrees that, if Owner materially breaches any of the terms and conditions of this Agreement, Association shall be entitled to require Owner to remove all the Improvements at Owner's sole expense. Owner further covenants personally and for Owner's successors and assigns that any and all costs incurred by the Association that are attributable to Owner's failure to abide by the terms of this Agreement shall be the personal obligation of the record owner of the Subject Property at the time they are incurred by the Association and shall also be a lien upon the Subject Property, from and after the date incurred which lien may be enforced and collected in the same manner as any assessment levied under the Declaration.

12 Owner's contractor ("Contractor") shall purchase from and maintain in full force and effect at all times until all of the work of this Agreement is completed in a company or companies lawfully admitted in and authorized to do business in California with a published A.M. Best's rating of A or above, such insurance as in the reasonable opinion of the Association will reasonably protect the Contractor and Association from claims which may arise out of or result from Contractor's operations under the Contract and for which the Contractor, subcontractors, and/or their employees (or anyone for whose acts any of them are liable) may be legally liable. Such insurance shall, without limitation to the above, provide coverage of not less than One Million Dollars (\$1,000,000.00) per occurrence and include but not be limited to claims (1) under worker's compensation disability; (2) comprehensive general liability for damages due to bodily injury, occupational sickness or disease, or death of Contractor's

employees or other persons; (3) owned, non-owned and hired motor vehicle insurance; (4) for damages to property, including loss of use thereof. To the extent available, the above-described policies shall include: (1) contractual liability coverage; (2) Premises/Operations; (3) Products and Completed Operations; (4) Bodily and Personal Injury Liability; and (5) Broad Form Property Damage. The Association and its managing agent shall be named as an additional insured under all of the above-required policies. Further, all such policies must not contain any exclusion for work for or at a common interest development, any insured versus insured exclusion or a contractor's condition endorsement.

13 Owner shall install, maintain, repair, replace or remove Improvement during reasonable hours of the day to avoid unreasonable noise and disturbances to adjoining homeowners.

14 Owner understands and acknowledges that mounting hardware or otherwise penetrating the roof voids the existing roof warranty. Accordingly, Owner agrees that the Improvement shall be installed, constructed, maintained, repaired, replaced, removed, or used in accordance with any roof warranty(ies) issued to Association, and that the costs, expenses, loss and/or damages due to any invalidation, voiding or avoidance of any roof warranty(ies) shall be the sole responsibility of Owner. Owner shall be solely responsible to reimburse Association the repair or replacement costs and expenses Association incurs to repair or replace the roof which is damaged as a result of Owner's Improvement.

15 If any litigation, arbitration, or mediation or other form of binding dispute resolution ("Dispute") is commenced between Owner and the Association, or the directors, officers, agents, employees or successors of either party concerning the provisions of this Agreement or its breach or termination, Owner agrees, for himself and his successors, that Owner may bring such Dispute solely against the Association, and that Owner waives any right to bring such Dispute against any past, present, or future director, officer, agent, employee, or member of the Association.

16 Prior to initiating litigation involving any claim, controversy, or dispute of whatever nature arising out of or concerning this Agreement, the parties to this Agreement must first attempt to settle any claim by mediation with the National Conflict Resolution Center unless the parties mutually agree to another approach to mediation. Demand for mediation shall be filed in writing with the other party to this Agreement and with the National Conflict Resolution Center. A demand for mediation shall be made within a reasonable time after the claim has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim would be barred by the applicable statute of limitations.

17 In any action or proceeding pertaining to or arising out of the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees whether or not the matter proceeds to judgment or any other form of adjudication.

18 This Agreement shall be in addition to, and not in lieu of, the Declaration, Bylaws and other Governing Documents of the Association. If there is any conflict between the terms of this Agreement and the terms of the Governing Documents of the Association, the applicable provisions of the Governing Documents shall control.

19 Each party to this Agreement has been advised to seek legal counsel and, in entering this Agreement, has had the opportunity to rely upon the advice, evaluation and recommendation of its own counsel and not opposing counsel. This Agreement shall be construed without reference to the identity of the party or parties preparing the same. It is understood and agreed that the parties hereto participated equally or had equal opportunity to participate in the drafting of this Agreement.

20 This Agreement is intended by the parties as the final expression of their agreement with respect to the construction and costs of maintenance, repair and replacement of the Improvements, and is a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representations, understandings or agreements of the parties and the parties rely solely upon the contents of this Agreement. This Agreement may be modified only by a writing signed by the parties or their respective successors in interest and recorded in the same manner as this Agreement.

21 If any of the terms or provisions of this Agreement shall be declared by a court of competent jurisdiction to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect and, to this extent, the terms and provisions of this Agreement are deemed to be severable.

22 The use of any gender in this Agreement shall also include other genders, and the use of singular or plural number shall include the other whenever the context so requires.

23 The provisions contained in this Agreement shall run with the land and be binding upon the Subject Property and the Common Area, and such covenants shall be enforceable as equitable servitudes.

24 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors in interest and assigns. In furtherance thereof, the parties hereto agree that this Agreement shall be recorded against title to the Subject Property in the Office of the County Recorder and this Agreement shall run with the land and be binding upon the Subject Property. To the extent any mortgagee and/or beneficiary of a deed of trust takes an interest in the Unit following the recording of this Agreement, such mortgagee or beneficiary of such deed of trust takes it subject to this Agreement.

[AGREEMENT CONTINUES ON NEXT PAGE]

25 This Agreement may be signed in counterparts, each of which shall be treated as an original.

IN WITNESS WHEREOF, the parties to this Agreement have signed and acknowledged it below.

**THE CAPE AT CALAVERA HILLS
HOMEOWNERS ASSOCIATION**

OWNER

By: _____
_____, President

By: _____

By: _____
_____, Secretary

(PRINT NAME)

Date: _____, 2017

Date: _____, 2017

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)
) ss.
COUNTY OF SAN DIEGO)

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

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

Witness my hand and official seal.

Notary Public

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.

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Witness my hand and official seal.

Notary Public

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

Property consisting of:

EXHIBIT B
DESCRIPTION OF IMPROVEMENTS
DRAWING OF APPROVED ALTERATION

The Improvements consist of _____ (___) solar panels to be installed on the southerly facing roof plane on the southeasterly corner of the building. The Improvements also include an inverter, A/C disconnects and warning labels to be installed inside the building on the Subject Property and a utility meter and warning labels located in a utility cabinet on the exterior of the building. The approximate locations of the solar panels and the other Improvements are shown on the diagram on following page. The Improvements also include the relocation of three roof vents as indicated on the attached diagram.

[DRAWINGS WILL BE KEPT ON FILE WITH THE ASSOCIATION'S
MANAGEMENT COMPANY AND WILL NOT BE RECORDED WITH THIS
AGREEMENT. DRAWINGS ARE INCORPORATED BY REFERENCE.]

Diagram will be attached in this location.