

**Operating Rules (Required Civil Code Sec. 452
Menlo Commons Homeowner's Association**

Menlo Commons Homeowner's Association

C/o The Manor Association 353 Main Street Redwood City, Ca. 94063 (650) 637-1616, fax (650) 637-1670

August 2013

Re: Menlo Commons Homeowners Association
Revised Rules & Regulations

Dear Homeowners,

The Menlo Commons Homeowners Association Board of Directors is pleased to announce the revised Menlo Commons Rules and Regulations, otherwise referred to as the *Menlo Commons Handbook*.

We suggest that you place this document with your other important Menlo Commons Homeowners Association materials for easy reference. Non-resident owners have an obligation to provide their tenants with a copy of the Rules and Regulations so that they are aware of and abide by their responsibilities to the Community.

Please note that any and all previous versions of the Menlo Commons Handbook are superseded by the revised rules that are attached hereto. Additionally, please be aware that many Federal, State and local statutes, laws and ordinances override the Association's governing documents and rules and regulations.

Please feel free to contact Manor Association if you should have any questions regarding the revised Rules and Regulations for Menlo Commons. Angelique Reardon, *Associate Community Manager*, can be reached at Angelique@themanorassn.com or by telephone at 650.637.1616 extension 387. Sandra Long, *Community Association Manager*, can be reached at sandral@themanorassn.com or by telephone at 650.637.1616 extension 360.

Regards,
Board of Directors
Menlo Commons Homeowners Association

Attached:

- *Rules & Regulations (House Rules)*
- *Policy Statement for Open Forum & Board Meeting Conduct*
- *Election Rules*
- *Senior Housing Residency Rules*

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Rules & Procedures

EMERGENCY PROCEDURES

GENERAL:

If life or property is at risk immediately call 9-1-1.

FIRE SAFETY:

All fire safety equipment and facilities are inspected on a regular basis.

1. If you see or smell smoke or detect a fire: act quickly, but calmly, call 9-1-1. Give your address, building and unit number.
2. Fire extinguishers and red Fire Alarm Pull Switches are located on every floor in the hallway.
3. Large fires: Pull the nearest Fire Alarm Pull Switch to alert others in the building. Note: The Pull Switch DOES NOT notify the Fire Department. It is up to you to call 9-1-1 and report the emergency.
4. Small grease fires: Turn off all burners. Use your own fire extinguisher or the extinguisher in the hallway. Cover the burning pan with a large pot cover, or sprinkle salt or baking soda on it. Never use water.
5. In the event of a fire or emergency, you must use the stairs and NOT the elevator.

EARTHQUAKE SAFETY:

1. Each individual homeowner and resident needs to be prepared in the event of an earthquake or other emergency. This includes having a flashlight with working batteries, any necessary medications, water, food, list of emergency contacts, important documentation, and any necessary supplies for an event that may last several days.
2. Refer to the Earthquake Preparedness Handbook located in the Commons Room. In the event of an earthquake or other disaster each building's gas meter needs to be turned off using the attached wrench.

PROPERTY AND BUILDING FACILITIES

PROPERTY AND BUILDING ACCESS:

1. An electronic Call Box containing a roster of residents is available at the property's front entrance and at each building's main entrance. Guests, caregivers, contractors, vendors, etc. may select a resident's name by scrolling through the roster and then pressing the CALL button. The device will call your house phone for you to verify who wishes to gain entry. Having vocally verified the person inform them of your building letter and the need to repeat this action at your building entrance. After verification, press/dial "9" to permit entry at each entrance and hang up after each call.
2. Homeowners and residents should not prop open any gate or door, for any reason, without proper advanced authorization.
3. The pedestrian gate between Buildings B & C is for emergency access and egress only and is not designed for regular residential use.
4. While it is courteous to hold doors for other persons, please do not let unauthorized persons into the community or your building. Allow them to properly enter through our security access system.
5. Loud, disruptive noise, including loud conversations, must be limited at entrances to avoid disturbing surrounding units.
6. Promptly report any issues you notice with our security entry system to Management.

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DELIVERIES AND PICKUPS:

1. Notify Management at least three (3) business days in advance of any delivery or pick up of large items so that appropriate protection can be installed to safe-guard the elevators.
2. While the residents or homeowners may not be present to admit the service or delivery persons, the homeowner is responsible for the vendor's actions; i.e., no debris left in elevators or hallways, no excessive noise and no exterior doors left open unattended. This also includes any common area damages.
3. Packages left in the Commons Room or in the common area are not the responsibility of the Association for any reason.
4. Management needs to be properly notified at least three (3) business days in advance of scheduled move-in and move-outs and large deliveries in order for the homeowner or resident to receive specific instructions on where to park the moving vans and/or trucks.

PARKING:

1. Deeded/Assigned Parking Spaces shall be used solely for the parking and storage of non-commercial passenger vehicles which belong to and are used by residents. (See CC&Rs .)
2. Extra Parking Spaces: Each unit is legally entitled to one deeded/assigned parking space. A second space may be obtained by negotiating with a neighbor or renting an Association-owned space when available. Please contact Management to see if an Association-owned parking space is available to rent for a monthly fee or if you would like to be added to the waiting list.
3. No parking spaces within the Association can be rented to a non-resident.
4. Visitor designated parking spaces in the perimeter parking areas are limited to guest/non-resident parking only.
5. Overflow resident parking is permitted in any non-visitor designated parking space.
6. Parking is strictly prohibited in any non-designated space. Access to the driveway must be kept open at all times for emergency vehicles.
7. Perimeter parking spaces may not be used for vehicle storage.
8. Parking in a perimeter space is limited to 72 hours unless previously authorized.

LAUNDRY FACILITIES BOTH INDIVIDUAL AND COMMUNITY:

1. Each building has a community washer and dryer that is available for residential use on a first-come first-served basis.
2. Clothes must be promptly removed at the end of cycle from the washer and dryer to allow access by other people.
3. Any issues with the washer or dryer should be promptly reported to Management. Do not attempt to make repairs on your own.
4. Clean out the dryer lint at the end of every dry cycle.
5. Caution needs to be used in carrying laundry detergent, bleaches and cleaners to avoid costly spills on the common area carpet and floor.
6. The recommended amount of laundry soap should be used to avoid unnecessary suds or clogs in the common area sewer lines.
7. Non-burst hoses should be installed on individual washing machines in units.
8. Residents should check their hoses and laundry closets for any signs of leaks and have any necessary repairs promptly made.
9. Appliance use, including using the washer and dryer, should be limited to the hours between 8:00 am and 10:00 pm out of consideration to the surrounding units.

STORAGE AREAS AND LOCKERS:

1. Each unit is assigned one storage locker located in the garage/laundry area of each building.

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2. Storage of items is prohibited in front, on the top, or to either side of the designed storage units/lockers in all buildings.
3. Unauthorized items will be disposed of at the individual owner's expense.
4. The storage room door must be kept closed and dead-locked at all times to prevent unauthorized access.
5. No leaky, flammable or toxic materials can be stored in the storage units.
6. Menlo Commons is not responsible for any damage or theft of any items left in storage.

GARAGES:

1. Auto Repairs: A tire or battery change is permitted in the garage. No other vehicle repairs are permitted onsite for any reason.
2. Parking of oversized or extended vehicles is prohibited in the garages.
3. Vehicles must be properly maintained so that they are not leaking oil or vehicle fluids on the garage floor or in any parking space at Menlo Commons.
4. Vehicles should be locked at all times while in the garage or in any perimeter parking space with valuables kept out of sight. The Association is not responsible for vehicle break-in or theft.
5. If you lose your garage door opener, you can open the gate with the small garage key. Replacement keys and openers may be purchased from the site office.
6. A maximum of two bicycles may be stored in the front of each assigned parking space.
7. To facilitate shopping, residents may store their own folding cart in front of their cars.
8. Bringing supermarket shopping carts back to Menlo Commons is strictly prohibited.
9. There is a large shopping cart (property of Menlo Commons) kept under the stairwell on the garage level of each building for the use of residents to "cart" large items to their unit; however, it must be returned immediately to the stairwell area for use of other residents.
10. Storage boxes/bins: One single neat, sturdy lidded storage box in front of the parking stall is permitted if:
 - a. Its size does not exceed 48 x 24 x 27 inches.
 - b. It is raised at least 1" off the ground to permit periodic sweeping and hosing underneath.
 - c. It must fit between the wall and cement parking bumper.
11. The pedestrian door between the garage and the lobby must be kept closed and locked at all times.
12. Caution should be used at all times when standing or walking around the garage gates.
13. No resident should attempt to repair or adjust the garage gate or any common area doors. If a problem is noticed it should be reported to Management.

TRASH & RECYCLING:

1. All waste must be properly wrapped and tied prior to being put into the trash chute.
2. If an item is too large to put into the trash chute, please take it directly to the trash room.
3. Solid pet waste should not be put into the trash chute or dumpster and should be properly disposed of in one of several pet waste stations. Kitty litter should be properly bagged, sealed and hand delivered to the trash room.
4. All used medical supplies, including used needles should be wrapped and disposed of properly.
5. At no time should personal wipes or disposable under garments be flushed down toilets. They are to be bagged and placed in a trash bin.
6. Cardboard boxes need to be broken down, flattened and put into a recycle bin.
7. No resident is permitted to sort through or remove items from the trash or recycle bins.

COMMON AREA:

The Commons Area is for the exclusive use of onsite residents and their guests. The Commons area includes the courtyard, exterior walkways, pool, pool area, exterior parking areas, garages, storage areas,

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trash rooms, laundry facilities, stairwells, hallways, gym, kitchen, public lavatories, Commons Room, and conference room.

COMMONS ROOM:

1. Any resident may reserve the use of the Commons Room, kitchen and its facilities on a first come, first serve basis with the following restrictions:
 - a. No reservation can be made for Thanksgiving, Christmas Eve or Day, or New Year's Eve or Day.
 - b. Maximum number of guests is limited to 75 persons
 - c. At all times, persons less than 14 years old must be accompanied by a person 21 years old or older.
2. Reservations are accomplished by filling out and signing the Commons Room Reservation form. At that time, the requesting resident will be asked to provide a check for the use of the room (variable amount based on number of guests), a second check for \$40 as a refundable cleaning deposit and, if needed, a third check for \$60 as a refundable TV/VCR/DVD remote control deposit.
3. Non-resident parking: The resident Host/Hostess should make their nonresident guests aware that parking at Menlo Commons is limited to the Visitors area by Building A and/or on the east side of Santa Cruz Avenue in legally marked spaces (if used, care should be taken when crossing to Menlo Commons.) They should also be sure that appropriate preparations for their nonresident guests are in place that do not impact other residents.
4. Non-resident entry to Menlo Commons is through the Main Entrance. Guests should dial "#333" at the front gate call box. The "RED PHONE", located in the kitchen, is provided for this purpose. The phone will ring. The Host/Hostess, being responsible for maintaining site security, should vocally verify their guest's identification before permitting entry by pressing/dialing "9".
5. Access to the Commons Room is through the double doors facing the pool. Propping open the Front Gate and/or the entrance to Building A is strictly prohibited.
6. Only the Commons Room areas and kitchen can be used for a party. The pool area cannot be used.
7. All doors should be kept closed while the party is in progress.
8. Smoking is not permitted in the Commons Room or in the patio area under the overhang.
9. Decorations can be placed around the facility at the discretion of the Host/Hostess as long as they are not mounted on the facility's walls.
10. Temperature of the facility is controlled by the thermostat on the wall by the poolside entrance. The Host/Hostess can adjust the facility's temperature (cool/heat) as required.
11. Should special setup of tables and chairs be needed, the office must be notified at least two (2) days prior to the party date.
12. All guests must leave by 11:00 pm. Before leaving, it is the responsibility of the Host/Hostess to restore the facility back to the condition in which it was found.
 - a. All areas are to be cleaned and swept of debris (including the patio, if used.)
 - b. All garbage is to be securely tied in plastic bags and put down the garbage shoot next to the elevator.
 - c. Dishes and utensils are to be washed and placed back into the cabinets and drawers from which they came no later than 11:00 am the next day.
 - d. The refrigerator should be left clean and all leftovers removed.
 - e. Decorations are to be taken down and removed.
 - f. The thermostat is to be restored to the setting in which it was found.
 - g. Lights are to be turned off
 - h. All exterior doors are to be closed.

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POOL & SPA:

Use of the pool and spa areas are limited to Menlo Commons' residents and their guests. The Menlo Commons Association is not liable for the use of these areas. For Pool and Spa Rules, see posted rules under the pool and spa switch panel.

1. The pool and spa hours are between 7:00am and 10:00pm, seven days a week.
2. Persons 14 years old or younger must be accompanied by a responsible adult at least 18 year of age while in the pool or pool area. Residents are responsible for their guests' safety and behavior at all times.
3. The spa cover must be completely removed prior to the spa's use. Do not simply pull a corner back on the cover for access and the cover must be fully replaced after use.
4. Chairs and chaise lounges cannot be reserved. Upon leaving the pool area, please remove your belongings and replace the chairs and chaise lounges to the original arrangement.
5. All persons, regardless of age, are required to wear appropriate swim diapers, if needed, when using the pool and spa.
6. The spa is only for persons 14 years of age and over.
7. No pets are allowed in the pool area.
8. Please keep conversations to a reasonable volume when in the pool area so not to disturb surrounding units.
9. Running, pushing, dunking, diving, ball/toy throwing, rough housing, large inflatables/floats or boats are not permitted in the pool area. Please be considerate of your surroundings and other residents/guests.
10. Exercise aids such as noodles, kickboard and small arm wings are permissible.
11. The life/safety equipment in the pool area should be used for emergency purposes only.
12. The pool gates must not be propped open for any reason.
13. No glass is permitted in the pool area. Please use only plastic or paper containers and be sure to properly dispose of any trash.
14. Bathroom and dressing facilities are located on the ground floor of Building E adjacent to the gym. Please do not use the bathroom facilities in the Commons Room.
15. Please completely dry off prior to entering any building or garage as wet floors can be slippery and dangerous.

GYM:

Use of the Gym is limited to Menlo Commons' residents and their guests. The Menlo Commons Association is not liable for the use of this facility

1. The gym hours are between 7:00am and 10:00pm, seven days a week. Please keep conversations to a reasonable volume when in the gym.
2. Gym equipment should be used with proper care and according to the associated guidelines.
3. Please wipe down the gym equipment with a towel after use.
4. Close all windows, turn off the heat, and close and lock the door when leaving.
5. Report any issues with the gym equipment to Management. Do not try and repair the equipment.

MISCELLANEOUS RULES & REQUIREMENTS

PETS:

1. Dogs and cats may be kept in units subject to Association Rules, CC&Rs, and City of Menlo Park Municipal Code.
2. Pets must be kept on a leash at all times when in the common area outside of your unit.
3. Pet owners must clean-up any of their pet's droppings from all interior and/or exterior common areas and dispose of them in the pet waste stations at the designated areas.
4. Owners may not keep or care for pets other than their own.

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5. Pets are not allowed for any reason in the Commons Room, Pool Area, or Gym.
6. Pet noise must be kept to a minimum and not become disruptive to neighboring units.

AUTOMATIC DOOR CLOSERS:

Automatic door closers must be affixed to every unit's entry doors as a fire safety requirement and cannot be removed.

CEILING INSTALLATIONS:

Never drill into the ceiling of your unit as this could damage the radiant heat panels in the ceiling. Use the outlet provided in the Dining Room if hanging a chandelier.

FLAGS, PENNANTS, AND BANNERS:

See CC&Rs for details. Display of an American flag is permitted by Statute. Discretion must be used regarding size and placement so as not to damage building structure and railings.

PEST CONTROL:

1. Common areas, including the garages, are treated monthly for pest and insect control.
2. Individual homeowners are responsible for pest control treatment in the interior of their units.
3. If an infestation is observed, notify Management.

PLUMBING:

1. Each unit is provided with shut-off valves under or adjacent to all plumbing fixtures in the inside of the unit. Should a leak develop in the fixture for any reason, turn this valve off (clockwise). This will allow time for repairs to be made and will not flood your unit or damage those below.
2. A list of numbers for master shut-off valves for all units is located in the garage of each building. If you need to use them, please contact the on-site maintenance person.



SMOKE ALARMS, AND CARBON MONOXIDE DETECTORS:

1. Owners should have smoke alarms installed above their bedroom doors (interior side) and above the entry to their kitchen in addition to the smoke alarm in the living room.
2. Batteries should be checked twice per year.
3. The HOA will perform an annual check on each unit's smoke detectors to ensure their safe operation.
4. Individual homeowners are responsible for installing and maintaining the required carbon monoxide detectors in their unit as prescribed by the law.

SMOKING:

Subdivision (c) of Section 4.96.040 of Chapter 4.96, Title 4 of the San Mateo County Ordinance Code reads as follows: Smoking shall be prohibited . . . in *all* multi-unit residence *common areas*

1. Smoking is prohibited in the hallways, stairwells, pool area, gym, Commons Room, garages, elevators, perimeter parking areas, lobbies, walkways, driveways, and entrance areas.
2. Smoking is only permitted inside your individual unit.

ROOF TOP ACCESS:

The building rooftops must not be accessed by any individual resident or resident's contractor for any reason. Please contact Management at least five (5) days in advance if you should need rooftop access so that the request can be considered by the Board of Directors.

OWNER MAINTENANCE & REPAIRS

In most cases, the maintenance and upkeep of your unit is the individual owner's responsibility; however, the on-site maintenance person will provide the labor to help the residents, when directed by the property manager, for small maintenance problems, such as changing a kitchen light bulb. The cost (e.g., the light bulb) will be tacked on to your monthly assessment, thereby, eliminating the need for a check from you.

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(Please, see the CC&Rs for details of Owner's Right and Obligation to Maintain and Repair.) Generally speaking, the owner is responsible for all replacements, repairs and maintenance from wall to wall and ceiling to floor inside his/her unit. The Homeowner's Association is responsible for what is inside the walls and outside the unit that is used in common with other residents, such as, sewer and water lines, wiring, cables, etc. and all common use areas.

MAINTENANCE PROVISIONS (See CC&Rs):

	Responsibility:	
	Association	Owner
Air conditioning equipment		X
Awnings		X
Caulking: Bath tub or shower		X
Doors: 3rd floor deck storage area	X	
Drains: 3 rd floor deck drain grate cleaning.....		X
Drawer guides		X
Faucets.....		X
Filters: Kitchen faucet, range exhaust.....		X
Fireplaces		X
Garage cleaning.....	X	
Garage gate remote control		X
Garage parking space: Drip pans		X
Kitchen appliances, all		X
Kitchen/Bathroom clogs (less than 3feet)		X
Kitchen/Bathroom clogs (greater than 3feet).....	X	
Kitchen cabinet repairs/replacement.....		X
Knobs: Doors, cabinets		X
Lights: Bulbs, fluorescent tubes, diffusers		X
Lockers (in the garage).....		X
Pest control: Rats, mice, ants, silverfish (common area)	X	
Phone jacks (original)	X	
Plumbing (inside walls)	X	
Radiant heat ceiling panels	X	
Rollers: Closet doors		X
Screens		X
Showers		X
Smoke detectors		X
Switches		X
Toilets: seats, seals, tank, lid, bowl.....		X
Towel bars: new, replacement, repair		X
TV outlets (original).....	X	
Water pipes.....	X	
Window Box Plantings	X	
Window Boxes.....	X	
Windows: Glass, rollers		X

The Board may provide repair and installation services for those items or portions of items that are the responsibility of Owners, provided that the Owner requesting such service shall be specially assessed for the materials used.

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BALCONIES, DECKS, AND RAILINGS:

1. Do not put plants on top of or hanging off of the exterior of the balcony railings or overload decks with heavy planters (there is a 40 lb. limit including planting).
2. All exterior potted plants must have an appropriately sized saucer/basin to catch any water overflow.
3. Please do not use rubber backed mats or rugs on the surface of your balcony or deck.
4. Penetration or resurfacing of the existing balcony or deck surface by the individual homeowner is strictly prohibited without advance written permission from the Association.
5. 3rd floor residents must keep deck drains clear of visible debris especially during the rainy season. Any leak or damage to lower floors due to drain neglect will be the responsibility of the resident with the blocked drain. It is the responsibility of the homeowner to ensure that the deck drain is properly cleared at all times, even in the event of an extended absence.
6. Only patio furniture and potted plants may be kept on the 1st or 2nd floor balconies. Boxes, storage bins and other miscellaneous items are not permitted.
7. Bamboo blinds on 1st and 2nd floor balconies must be raised nightly.
8. Towels, rugs, and/or other items may not be hung over the balcony railing at any time.
9. Barbeques, gas grills and/or fire-pits are not allowed on the 1st and 2nd floor balconies.

WINDOW BOXES:

1. Window boxes are maintained by an Association hired vendor. Therefore, residents are not responsible for the care or maintenance of the window box plantings including watering, fertilizing, trimming, and soil replenishment.
2. Window boxes are provided with a seasonally programmed drip system which supplies the proper amount of water.
3. Please contact Client Services at 650.637.1616. ext. 1 to report any issues/problems observed with the plantings or irrigation facility.

WINDOWS, AWNINGS, DECK UMBRELLAS:

1. All window treatments facing outwards must be white, ivory or beige in color.
2. All awnings and deck umbrellas must be white, ivory beige in color, unless approved otherwise.

INSURANCE

1. The Homeowners Association's insurance policy covers only the common areas and physical structures of the Association
2. Homeowners are required to have an HO-6 policy for their unit and renters are required to carry an HO-4 policy.
3. In the event of a loss without individual homeowner's insurance, the individual owner may be held financially responsible for covering all aspects of the loss. For more information, please review the CC&Rs or contact your individual insurance carrier.

REAL ESTATE POLICY & REQUIRED ORIENTATION

1. The listing Agent/Broker must be on site and inside the condominium unit when the Open House is being held.
2. The real estate key lockboxes are located in an enclosed repository on the left Main Entrance Monument
3. Lockboxes must be removed within 14 days of close of escrow for a unit.
4. The listing Agent/Broker may leave instructions at the Call Boxes of the main and building entrances regarding the building and unit location.

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5. No entry gate or building door shall be left open or unattended at any time during the tour or Open House.
6. The Agent must accompany prospective purchasers or lessees when viewing property.
7. Please note that there is a mandatory \$150 move-in fee, payable to the Menlo Commons HOA, which includes a \$100 nonrefundable fee and a refundable \$50 fee if the required orientation is scheduled within 10 days of close of escrow.
8. The mandatory move-in fee is paid either through the close of escrow or in the orientation process.
9. There is a required orientation meeting for all new homeowners and residents. This orientation must be scheduled prior to move in to ensure a smooth transition into Menlo Commons. Please contact The Manor Association at 650.637.1616 to schedule the orientation.

FOR SALE SIGNS

(See CC&Rs)

1. Open House signs are permitted in the driveway entrance to Menlo Commons, at the Main Entrance to the complex, and at the building where the unit is located.
2. A small notice (no larger than 4" x 8") may be posted at the Call Box by the Main Entrance with specific instructions as to the location of the building and unit.
3. One indoor sign (not to exceed 24" x 24") may be placed in the window of the unit.

GUIDELINES FOR REMODEL

1. Homeowners who are interested in remodeling their unit should contact the onsite maintenance supervisor at 650.854.2100 and request an Application for Remodeling.
2. The Application is a single page, two sided document providing means for the requestor to define the desired changes and outlines the guidelines to be followed.
3. The application is to be signed on both sides and the original, signed, single page, two sided document, with any attached documentation be put in an envelope and placed in the site office mail slot.
4. Please be advised that while the Remodel Committee and/or the Board of Directors will attempt to expedite the Remodel Application, the review process can take up to 30 days depending on the availability of the committee, the complexity of the proposed project and the potential need for additional information from you, the requesting homeowner.
5. The completed application and attached documentation will be reviewed by the volunteer Remodel Committee who will work directly with, you, the homeowner, on any questions or additional information that may be needed in order to assist in the consideration.
6. Bear in mind that the City of Menlo Park has requirements for which you may need to obtain permits. The Remodel Committee will assist you in determining them, however, you may wish to contact them directly. The City of Menlo Park can be contacted directly by calling 650-330-6704 or visiting www.menlopark.org.
7. The Remodel Committee will report their findings to you, Management, and the Board of Directors and advise if the application is approved, denied or pending further information.
8. If denied, recourse will be provided in writing. If approved, Management will generate a formal letter to you, the homeowner, announcing the status of the application and the next steps to be taken.
9. A copy of the letter, the original application, and all associated documentation will be kept on file at the Manor Association.

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MENLO COMMONS COMMITTEES

Committees are formed at the discretion of the Board of Directors each year to perform tasks in support of the Board's agenda. The members are volunteers to help the Board in effectively governing our community. Each committee functions on its own in compliance with a directive established by the Board who has final authority. Committees are as follows, but not limited to: Activities Committee, Architectural Committee, Finance Committee, Landscape Committee, Nominating Committee, and Remodel Committee.

MENLO COMMONS HOMEOWNERS ASSOCIATION SCHEDULE OF FINES

Pursuant to the powers granted to the Association under the Declaration of Covenants, Conditions and Restrictions, the Board of Directors may levy a fine against a member for violation of the governing document or rules and regulations of the Association.

To better control violations and more completely ensure peace and tranquility of the entire community, the Board has adopted the following schedule of fines effective February 10, 2008.

VIOLATION	REFERENCE	1ST OCCURRENCE	2ND OCCURRENCE	ONGOING
Vehicle maintenance on Common Area	CC&R	warning letter	\$100	\$300
Pet Restrictions, including unleashed pets, unreasonable pet noise and failure to remove or properly dispose of pet waste.	CC&R	warning letter	\$100	\$300
Improper disposal of Trash or recyclables	CC&R	warning letter	\$100	\$150
Nuisance/Noise violations: Including pet noise, stereo/television noise and loud disruptive conversations.	CC&R	warning letter	\$100	\$300
Smoking in the Common Areas	Government Ordinance	warning letter	\$100	\$300
Storage of unapproved items in common area, patios, and balconies	CC&R	warning letter	\$100	\$300
Unauthorized rooftop access by resident or resident's vendor/contractor		warning letter	\$100	\$300

Other violations of the governing documents that warrant fines will also be imposed, if necessary, following the above process. Continuous offenses or conditions will incur fines of up to \$10.00 per day, until the offensive condition is abated. Any fines not paid within thirty (30) days of the due date shall incur a late charge of 10% of the fine and shall accrue interest at the rate of 12% per annum. The Board reserves the right, in its discretion, to dispense with the fines and proceed with legal action when warranted by the circumstances.

Menlo Commons Homeowner's Association

C/o The Manor Association 353 Main Street Redwood City, Ca. 94063 (650) 637-1616, fax (650) 637-1670



Menlo Commons is professionally managed by The Manor Association located at 353 Main Street, Redwood City, CA 94063 and can be reached by calling 650.637.1616 Monday through Friday 9:00am to 5:00pm.

THE MANOR ASSOCIATION CLIENT SERVICES DEPARTMENT:

- The Manor Association has a fully staffed local Client Services Center to take calls and emails from homeowners and residents.
- Homeowners and residents should promptly contact Client Services to report any Association related maintenance issues and work orders by phone 650.637.1616 extension 1 or by email at cs@manorinc.com.
- A work order will be generated for the appropriate vendor on the same business day that the request was received and logged into the system. Client Services will follow up with the vendor to ensure that the work is completed in a timely and satisfactory manner.
- Work orders or instructions should NOT be given directly to the onsite Maintenance Supervisor.

THE MANOR ASSOCIATION AFTER-HOURS EMERGENCY ON-CALL TEAM:

- For after-hours, weekend or holiday, association-related emergencies that are a threat to life or property, please contact The Manor Association at 650.637.1616 and follow the instructions to contact the on-call manager. After-hours emergency calls are returned in less than 30 minutes.
- Be sure to provide specifics regarding the emergency, including the location of the problem, as well as contact information to be reached for follow-up.
- Note that calls received from owners or residents through The Manor Association emergency service will be subject to a mandatory fee for the call, plus any vendor charges associated with this request. Association emergencies include imminent property and safety issues. All other inquires and issues should be handled during regular business hours Monday through Friday 9:00am to 5:00pm.
- The charge for *non-emergency* emergency calls received including those for lock-out services will be billed to the calling party.
- The After-Hours Emergency On-Call Team will follow up with Client Services the next business day to ensure completion of any pending issues from the after-hour association emergency.

MANAGEMENT TEAM

- The Management team for Menlo Commons consists of a Community Association Manager, Associate Community Manager, Client Services Department, and the Accounting Department as noted in the Menlo Commons Directory of Residents.
- Client Services handles all incoming homeowner calls and emails regarding work orders, maintenance requests and other Association issues. The fully staffed Client Services Department can be reached at 650.637.1616 extension 1 or by email at cs@manorinc.com.
- **The Client Services Department should be the first point of contact for homeowner questions, issues or inquires.**

Menlo Commons Homeowners Association
Schedule of Fines
February, 2008

Violations subject to fines

To better control violations of the governing documents and more completely ensure peace and tranquility of the entire community, the Board of Directors have adopted the following schedule of fines effective February 10, 2008.

<u>Violation</u>	<u>Reference</u>	<u>1st Occurrence</u>	<u>2nd Occurrence</u>	<u>Continuing</u>
Vehicle maintenance On Common Area	CC&R 7.13	warning letter	\$100.00	\$300.00
Leash law violations And other pet nuisances	CC&R 7.6	warning letter	\$100.00	\$300.00
Failure to remove Pet waste	CC&R 7.6	warning letter	\$100.00	\$300.00
Improper Disposal Of Trash/Recycle	CC&R 7.7	warning letter	\$100.00	\$150.00
Nuisance/Noise Violations, stereos, Barking dogs, etc.	CC&R 7.3	warning letter	\$100.00	\$300.00
Smoking in the Common Area	Govt law	warning letter	\$100.00	\$300.00
Storage of unapproved Items in common area And patios	CC&R 7.20 7.7e	warning letter	\$100.00	\$300.00

Other violations of the governing documents that warrant fines will also be imposed if necessary following the above process.

Homeowners' Association

Policy Statement for Open Forum & Board Meeting Conduct

Formally Adopted by the _____ Board of Directors on _____

The board of Directors welcomes resident/owner attendance of Board meetings to observe business deliberations and discussions that take place involving the Corporation. We value the insights and input from all owners and ask that you respectfully adhere to the following Policy adopted by the Board of Directors.

The Homeowners Association Board of Directors is a policy governance board. This means that we establish policies to guide our decision-making ability in order to be accountable to our owners and maintain the community of Menlo Commons.

In order to give you an opportunity to address the Board, and in compliance with Civil Code Section 1363.05(i), we've set aside a period of time in the course of each meeting (called Open Forum).

At the meeting we will provide a time for the Open Forum, either at the beginning of the meeting, at the end of the meeting or brief Open Forum at both the beginning and the end of the meeting. The timing of the Open Forum is determined by the Board of Directors.

The procedure for participation in Open Forum is as follows:

- Raise your hand to be recognized by the Chair of meeting, the Board President.
- State your concern in clear simple terms, and please limit your comments to two (2) minutes.
- If someone else has already stated the concern, but you have something else to add to the concern already expressed, then please raise your hand to be recognized; however, due to time restraints, the Chair may limit participation to once per owner.
- Please don't interrupt others while they are speaking.
- Maintenance-related items are to be directed to the community manager: Open Forum is for items that are not aegized.
- Please realize that while Open Forum is a time for you to express an opinion or concern to the Board, *you may not receive an immediate response or decision*. The Board will take your concerns into consideration, but may not necessarily act upon them at the meeting, unless the concern is vital to an agenda item discussion.
- Anyone attending the meeting or addressing the Board is requested to behave in a civil and professional manner. Negative behavior such as screaming, shouting, use of profanity, interruptions, and threats of violence against any person or their property will not be tolerated. Should this kind of behavior occur, and the offending party asked to leave the meeting immediately.
- Please note that as well that video or audio recording of Board meetings is not allowed. Such recordings impinge on the privacy of the members of the Association, and have been deemed to have a "chilling" effect on the free and open discourse that we need for the efficiency and representation in the management of Menlo Commons.

Regarding the Meeting Agenda and Board discussion:

If you would like an item to be considered by the Board to be a future agenda item for a decision, please submit your request or suggestion in writing at least two weeks before the next regularly scheduled Board meeting.

Understanding Board Meeting Conduct:

The Board meeting is a meeting of the Directors of Association. It is not a Membership Meeting or Annual Meeting. As homeowners, you have a vested interest in your community, and you elected the Board members to take care of those interests. Owners are welcomed to attend the business portion of the meeting but do not participate in the discussions or action taken by the Board.

Business matters come before the Board when a motion is made, and seconded. Each motion has a discussion period before a vote is taken. This discussion is to take place only between the Board members (and Management, if needed). When discussion has been completed on the motion, the Board then votes on the motion before them.

Thank you for your cooperation and adherence to this Open Forum Policy.

The Menlo Commons Association

Voting and Election Rules

These Voting and Election Rules were adopted by the Board of Directors of The Menlo Commons Association on February 2, 2017 and are intended to comply with the requirements of Civil Code section 5105(a). These Rules shall be effective on the date of adoption, shall supersede any other voting rules of the Association, and shall remain in effect until modified by the Board.

Article 1 MEDIA

1.1 Access to Association Media – Candidates for the Board. The Board may but is not required to make Association media (i.e., posting on the Association’s official bulletin board/notice board, or official website, publication in the Association newsletter, or other notices mailed or delivered by the Association to the owners of the Units) available to qualified candidates running for election to the Board for purposes that are reasonably related to the election in which that candidate is running. If the Board allows any candidate access to Association media, then all qualified candidates shall be allowed equal access to the same media.

1.2 Access to Association Media – Other Matters. If the Board utilizes Association media to advocate a point of view on any matter (other than election of directors) that requires Member approval, or allows any Member access to Association media for that purpose, then all Members advocating a different point of view shall be allowed equal access to the same media. The Board shall not be required to allow access to more than one Member advocating the same point of view.

1.3 “Equal Access”. “Equal access” shall mean, in the case of written statements, publication of written statements not to exceed a predetermined limit. The Board shall not edit or redact any statement, but shall not be required to publish any statement that exceeds the predetermined length restrictions.

1.4 Responsibility for Content. All statements published in Association media pursuant to the “equal access” rules must identify the author or proponent. No anonymous statements will be permitted. The author and/or proponent of any statement or point of view shall be solely responsible and liable for the content of their statements. The Association shall not be responsible or liable for the content of any statement published pursuant to the “equal access” rules. The content of any candidate statement shall be limited to a statement of the candidate’s qualifications to serve as a director.

Article 2 MEETING SPACE

2.1 Access to Common Area Meeting Space – Campaigning by Candidates for the Board. The Board shall ensure that during a campaign all qualified candidates for election to the Board are given access to common area meeting space, at no cost, for purposes reasonably related to their campaigns.

The Menlo Commons Association

2.2 Access to Common Area Meeting Space – Other Matters. Whenever the Board places a matter before the Members which requires Member approval, the Board shall ensure that Members advocating a point of view on the matter are given access to common area meeting space, at no cost, for purposes reasonably related to advocating their point of view, whether or not they agree with the point of view advocated by the Board on the matter at issue.

Article 3 VOTING BY SECRET BALLOTS

For a vote on any of the matters specified in Civil Code section 5100(a), voting by the Members shall be conducted by secret ballot using a “double envelope system” as described in Civil Code section 5115(a). Ballots and two envelopes with instructions on how to return ballots shall be mailed by first-class mail or delivered by the Association to all Members entitled to vote in such vote or election. Ballots shall be distributed a minimum of thirty (30) days prior to the deadline for voting. These matters are: (i) elections regarding assessments legally requiring a Member vote, (ii) election and removal of directors, (iii) amendments to the governing documents, and (iv) grants of exclusive use of common area property pursuant to Civil Code section 4600.

For votes on any other matter, votes may be by secret ballot or by written ballot, and ballots may be distributed a reasonable time (which may be less than thirty (30) days) prior to the deadline for voting.

Article 4 INSPECTORS OF ELECTION

4.1 Appointment of Inspectors. Whenever there is a membership vote or election, the Board shall appoint one or three inspectors of election.

4.2 Qualification of Inspectors of Election. Inspectors may be any persons the Board reasonably believes to be independent with respect to the matter or matters being voted on and may include the Association’s manager, accountant, or legal counsel or Members of the Association, but may not be a Member of the Board or a candidate for election to the Board or a family member of a current Member of the Board or of a candidate.

4.3 Indemnification of Inspectors; Liability Insurance. Inspectors of election shall be deemed to be agents of the Association for purposes of Corporations Code section 7237 and shall be entitled to indemnification by the Association to the fullest extent provided by law. As provided in Corporations Code section 7237(i), the Association shall have the power to purchase and maintain insurance on behalf of any agent of the Association against any liability asserted against or incurred by the agent in his or her capacity as an agent of the Association or arising out of the agent’s status as such, whether or not the Association would have the power to indemnify the agent against such liability under the provisions of Corporations Code section 7237.

Article 5 CANDIDATES FOR THE BOARD

5.1 Qualification of Candidates. Candidates for the Board must be Members in good standing or residents of Menlo Commons who are parents of a Member in good standing or a resident spouse or registered domestic partner of a Member in good standing who lives with his or her

The Menlo Commons Association

spouse or domestic partner, and must meet any other qualifications or restrictions set forth in the Bylaws. "Member" means a person who holds legal title to the property (i.e., is named in the deed for the property).

5.2 Nominations. The Board shall publish or post a notice recruiting candidates for the Board and stating the deadline for receipt of nominations. Any Member who satisfies the qualifications may place his or her name in nomination for the Board by giving written notice to the Board before the published deadline for receiving nominations. In addition, the Board may recruit qualified candidates and/or may appoint a Nominating Committee to nominate qualified candidates.

5.3 Notice of Known Candidates. After the deadline for nominations of candidates for the Board, nominations shall be closed. The names of all persons who are qualified candidates for election to the Board shall be set forth on the ballots. No "write-in" candidates shall be permitted on the ballots in the election of directors.

Article 6 MEMBER VOTING RIGHTS

6.1 Qualification for Voting. Only Members in good standing shall be allowed to vote. A Member shall be deemed to be in good standing unless, after notice to the Member and an opportunity for hearing, 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(a). As long as any co-owner of a Unit is not in good standing, no vote shall be permitted for the Unit.

6.2 Voting Power of Each Membership. On each matter before the Members, only one vote shall be cast for each Unit. Once a ballot is received by the inspector of election, it may not be rescinded. Cumulative voting is not permitted in the election of directors.

6.3 Election by Acclamation. If, as of the published deadline for receiving nominations, the number of qualified candidates for election to the Board is not more than the number of directors to be elected, then the qualified candidates shall 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 shall be given to the Members.

6.4 Proxies. In any election or vote of the Members conducted by the Association, only official ballots issued by the Association shall be counted as votes. Proxies are not ballots and are not valid as votes in any election or vote conducted by the Association.

**Menlo Commons Home Owners Association
Application For Remodeling Review**

Owner Name(s):	Bldg-Unit No:	Day Phone:
		Eve Phone:
Mailing Address:	Cell No:	
	Fax No:	
E-Mail Address:		

Planned Improvements: Please attach a complete description of the project along with any sketches, floor plans, or any material that will better describe the extent and scope of this request.

Brief Description:

Contractor Information

Contractor Name	License #	Phone #

I/We, the undersigned Owner(s), agree to indemnify and hold harmless the Menlo Commons Home Owners Association against any expenses incurred in connection with constructing, maintaining, repairing, or insuring the above referenced improvements and I/We further agree that any expenses not so paid may be assessed against me/us in the same manner as other assessments. Additionally, I/We agree to assume the defense of the Association and/or its agents should any litigation or any other claim arise out of these proposed improvements. I/we also acknowledge having read the attached Resident Remodeling Guidelines.

Signed: _____ Date: _____

Signed: _____ Date: _____

Remodeling Committee Approval

Approved By: _____ Date: _____

Board of Director's Approval (if req'd)

Approved By: _____ Date: _____

Menlo Commons Home Owners Association
Remodeling Guidelines

1. Before you begin any remodeling activities it should be understood that no work can begin at or on the property until you have ownership and your request is approved by the Menlo Commons Board of Directors. Your signature is required at the base of this document.
2. The Menlo Commons Home Owners Association's (Association) CC&Rs, in particular section 7.10, should be read so that you will have a better understanding of the remodeling process.
3. Fill out the attached application. Attach any documents that fully describe your request and place the resulting package in our office mail slot for review by our Remodel Committee (RC).
4. The RC will contact you to arrange a meeting in which you can present and discuss your remodeling plans. This meeting will take place in the Building A Commons Conference Room at a time convenient for you.
5. Certain remodeling improvements will require you to obtain building permits from the City of Menlo Park. However, before they will issue a permit you will be required to show a formal Letter of Approval from the Menlo Commons Board of Directors (Board).
6. The City of Menlo Park Codes mandate no construction work is to occur on Saturdays, Sundays or holidays. Hours of work are to be between 8:00 am and 6:00 pm Monday through Friday. The City of Menlo Park's Noise Ordinance shall also apply.
7. The Association has established security standards limiting keys and access devices to its facility. When work is to be done in your unit you may give a key or an access device to your contractor. However, you must educate your contractor as to the Association's security requirements. 1) No doors, gates, or garages are to be left open and unattended. 2) No copy of any key is to be made. 3) Any key or access device must be returned to you by your contractor(s) at the end of their service. Lastly, any damages or loss due to the contractor's failure to insure the security is chargeable to you.
8. You or your contractor are responsible for seeing that any doors and gates are properly closed/locked after the contractors leave the site and that all common areas affected by the work, such as elevators, stairways or hallways where demolition items or new construction items are carried to and from your unit, need to be clean at the end of each day. At all times, hallways, elevators and passageways are to be kept clear of equipment and material. All construction debris generated by the project will be disposed of off-site by you and/or your contractor. The regular garbage or recycle bins are not to be utilized for this purpose.
9. If your contractors will be using the elevators to carry their equipment, tools or materials to or from your unit, you are to install, before this activity begins, elevator wall pads (provided by the Association) and place either card board or similar protective covering on the elevator flooring and carpeted common areas in a manner ensuring the safe access and egress of all residents. When removing debris the same conditions will apply. These protective coverings may stay in place for more than one day, however, they are to be removed at the end of the week and then reinstalled should they be required for the next week. You or your contractor must notify the MA 5 days before work is to commence and coordinate all activities with the Association's onsite maintenance person.
10. Any damages to the common area of Menlo Commons or to the surrounding residents' properties resulting from the remodeling work will be your responsibility to make proper repairs and pay all cost for damages. In this regard you should be sure your contractors are appropriately licensed and insured.
11. We at Menlo Commons have a good neighbor policy and make it part of our operational standard. We appreciate your compliance with this standard by notifying your neighbors when your remodeling activities impact their environment. Activities such as when water is to be turned off or hammering on adjoining walls is to occur are just a few samples of what may occur as part of your remodeling. Your being a good neighbor by providing them with a flyer, to be left at their front door at least one full day prior to such action, telling when and where the disruption will occur is required.

Any questions you may have regarding these guidelines can be answered at your meeting with the Remodeling Committee. Your signed application acknowledges that you have read this document.

Signed: _____
Homeowner's Signature

Revised February 2015

Menlo Commons Homeowner's Association

C/o The Manor Association 353 Main Street Redwood City, Ca. 94063 (650) 637-1616, fax (650) 637-1670

Rental Storage Space Agreement

This contract serves as an agreement between Menlo Commons Homeowners Association and the onsite-owner of _____ (unit address), _____ (name) to the rental of one (1) storage space, _____ on _____ (date), not to exceed a term of one (1) year from the specified date, with an option to renew for a second year. Should the owner wish to continue rental of the storage space at the expiration of second year, the owner must submit an application to continue the rental of this storage space.

This assessment account will be billed in the amount of **\$60.00** per month until such time as the unit is sold or the owner requests to stop rental. Written notice to stop rental must be provided to the Menlo Commons Homeowners Association 30 days in advance. If homeowner assessment dues or storage space payment is more than 30 days delinquent, the renter shall forfeit use of the rental storage space. The renter is responsible for following the Association Rules and CC&R's regulations, and community rules and regulations of Menlo Commons Homeowners Association. Items are to be stored at your own risk. The Association will and shall not be held liable for any damages and/or theft of items incurred while stored on the premises. Toxic or flammable items must not be stored in the storage space. The space is for storage use only and not for residential purposes.

This contract is non-transferrable.

The Association reserves the right to terminate this contract with 30 days written notice with or without cause.

Your signature verifies that you have read and understand the terms of this contract, and also verifies that you have read and understand the attached community rules and regulations. Your signature also authorizes the Association to bill your assessment account \$60.00 per month for rental of this storage space.

Signature: _____
Homeowner

Date: _____

Signature: _____
Board President

Date: _____

Please return this signed application to:
Menlo Commons Homeowners Association
C/O: The Manor Association
353 Main Street
Redwood City, CA 94063

You may also submit this signed application via fax at (650) 637-1670 or via email at sandral@themanorassn.com or jennifer@themanorassn.com.

THE MENLO COMMONS ASSOCIATION (“ASSOCIATION”)

SENIOR HOUSING RESIDENCY RULES (“RULES”)

GENERAL RULES

1. Senior Citizen Housing Development. The Menlo Commons development (the “Project”) is a senior housing development that is intended to (i) qualify for the “housing for older persons” exemption from the prohibitions on discrimination based on familial status contained in the federal Fair Housing Act, including those provisions adopted pursuant to the Fair Housing Amendments Act of 1988 and the Housing for Older Persons Act of 1995 (the “Federal Act”) and California’s Fair Employment and Housing Act (“FEHA”); (ii) qualify for the “senior citizen housing development” (as that term is defined in California Civil Code section 51.3) exemption from prohibitions on discrimination based on age contained in California’s Unruh Civil Rights Act (including FEHA, the “State Acts”); and (iii) otherwise comply with the requirements of the Federal Act and the State Acts (together, “Applicable Law”).

2. Definitions. Capitalized terms used in these Rules shall have the definitions set forth in this Section 2. All other capitalized terms that are not defined below shall have the meaning ascribed to them in the Association’s Amended and Restated Declaration (including the First Amendment, the “Declaration”), unless the context requires otherwise.

2.1. Qualifying Resident means a person fifty-five (55) years of age or older.

2.2. Qualified Permanent Resident means a person who meets either of the following requirements:

(a) The person is residing or will reside with a Qualifying Resident **and** the person is forty-five (45) year of age or older *or* is a spouse or cohabitant (that is, persons who live together as husband and wife or are domestic partners within the meaning of California Family Code section 297) of the Qualifying Resident, *or* is a person providing *primary* physical or economic support to the Qualifying Resident (but not a Permitted Health Care Resident as defined in Section 2.3, below); **or**

(b) The person is a disabled person or person with a disabling illness or injury who is a child or grandchild of a Qualifying Resident or Qualified Permanent Resident, who needs to live with the Qualifying Resident or Qualified Permanent Resident because of the disabling condition, illness, or injury. “Disabled person” means a person who has a disability as defined in California Civil Code section 54(b). “Disabling illness or injury” means an illness or injury which results in a condition meeting the definition of a disability set forth in California Civil Code section 54(b). California Civil Code section 54(b) defines “disability” as any mental or physical disability as defined in California Government Code section 12926 (which, *generally*,

includes, but is not limited to, a mental or psychological disorder or condition that limits a major life activity; a physiological disease, disorder, condition, cosmetic disfigurement or anatomical loss that affects a statutorily prescribed body system and limits a major life activity; and certain disorders, conditions and impairments that require special education or related services).

2.3. Permitted Health Care Resident means a person hired to provide live-in, long-term, or terminal health care to a Qualifying Resident *or* a family member of a Qualifying Resident who is providing that care to a Qualifying Resident (other than a person who is a Qualified Permanent Resident as defined in Section 2.2, above). The care provided by a Permitted Health Care Resident must be substantial in nature and must provide assistance with necessary daily activities or medical treatment or both.

3. Residency Requirements and Restrictions, Generally. Except as otherwise specifically provided in this Section 3 and in Sections 19 and 20, below, every Unit, if occupied, must be occupied by at least one Qualifying Resident and every other person occupying the Unit must be a Qualifying Resident, Qualified Permanent Resident, or a Permitted Health Care Resident as required by section 7.1 of the Declaration. Notwithstanding, a Unit can be occupied by a person under fifty-five (55) years of age whose continued occupancy is permitted under certain “grandfathering” provisions of California law contained in Civil Code sections 51.3(h) and 51.4 (b).

QUALIFIED RESIDENCY VERIFICATION PROCEDURES

4. Periodic Verification of Qualification for Occupancy. Annually (or at such other times as may be requested by the Board of Directors in its sole discretion (“Board”)), each owner (multiple owners of a single Unit shall be treated as one “owner” for purposes of this verification) **and** each resident of the Project shall be required to complete a questionnaire and/or application for purposes of verifying the age and/or other qualifying basis for occupancy of each resident of the Project.

5. Senior Housing Questionnaire & Certification. Each owner shall be required to complete the Senior Housing Questionnaire & Certification (“Questionnaire”) and return the Questionnaire to the Association (as directed) by the deadline requested by the Association. If a Unit is not occupied by an owner, then at least one resident occupying the Unit shall also complete and return a Questionnaire (in addition to the owner). Each owner, and if applicable, resident shall certify under penalty of perjury the names and ages of all residents of the Unit (which shall include any guests or other persons residing in the Unit for more than 60 days per year) and shall attach proof of age for each resident as required by the Questionnaire.

6. Application for Exemption from Senior Housing Residency Restrictions. Each resident who is under fifty-five (55) years of age shall complete an Application for Exemption from Senior Housing Residency Restrictions (“Application”) and return the Application to the Association (as directed) by the deadline requested by the Association. Each resident shall certify under penalty of perjury as to his/her age, attach reliable proof

of age, certify as to his/her relationship to the Qualifying Resident and attach proof of this relationship as required by the Application.

7. New Owners Must Submit Questionnaire. Any person that acquires title to a Project Unit shall be required to notify the Association in writing of such acquisition and to complete and submit a Questionnaire to the Association within fifteen (15) days of such acquisition.

8. New Occupants Must Submit Application. Each owner shall notify the Association in writing **prior to** any new person taking up residency in the Unit. **In addition**, each new resident shall notify the Association in writing of his/her residency AND complete and submit an Application to the Association within five (5) days of occupying a Unit.

9. Reliable Documentation Required; Burden of Proof. Certifications must be supported by reliable documentation of age and/or other relevant qualification(s) for occupancy, which documentation is acceptable to the Board in its sole reasonable discretion. All residents have the burden of proving to the satisfaction of the Board that they meet the qualifications for occupancy.

10. Verification of Age. The following documents, if authentic, are acceptable as proof of age:

- (a) Valid state-issued driver's license or identification card
- (b) Medicare card
- (c) Birth certificate
- (d) Passport
- (e) Immigration card
- (f) Military identification card
- (g) State, local, national, or international official documents containing a birth date of comparable reliability.

11. Verification of Spouse, Domestic Partner, or Cohabitant Relationship. Where it is asserted that a person is the spouse, domestic partner or cohabitant of a Qualifying Resident, such person may be required to provide a copy of the Marriage Certificate, Declaration of Domestic Partnership, or documentation that substantiates cohabitant status.

12. Verification of Primary Physical or Economic Support. (a) Where it is asserted that a person provides primary physical support to a Qualifying Resident, the person

and/or the Qualifying Resident or agent of the Qualifying Resident may be required to provide one or both of the following to the Association: (i) a written statement from the Qualifying Resident's physician, other medical care provider, case worker or social worker stating that the Qualifying Resident requires physical support to perform or engage in one or more major life activities, and (ii) a written explanation of the type and amount of physical support provided to the Qualifying Resident by the person with a comparison of physical support provided by others and the activities that the Qualifying Resident may undertake without assistance.

(b) Where it is asserted that a person provides primary economic support to a Qualifying Resident, the person and/or the Qualifying Resident or agent of the Qualifying Resident may be required to demonstrate one or both of the following: (i) that the person has independent means and is able to support himself or herself without assistance from the Qualifying Resident, and (ii) that the financial support provided to the Qualifying Resident by such person exceeds the income and other financial support received by the Qualifying Resident.

13. Verification of Disability or Disabling Illness or Injury. Where it is asserted that a person is a disabled person or person with a disabling illness or injury who is a child or grandchild of a Qualifying Resident or Qualified Permanent Resident, who needs to live with the Qualifying Resident or Qualified Permanent Resident because of the disabling condition, illness, or injury (as defined in Section 2.2(b)), the person and/or the Qualifying Resident or Qualified Permanent Resident or his or her agent may be required to provide to the Association: (i) birth certificates or other documentation satisfactory to the Board showing that the person is the child or grandchild of the Qualifying Resident or Qualified Permanent Resident, (ii) a written statement or other documentation prepared by the person's physician, other medical care provider, case worker, or social worker confirming the diagnosis of the claimed disability or disabling illness or injury and/or the continuing existence of the disability or disabling illness or injury, and (iii) a written statement from the person's physician, other medical care provider, case worker or social worker stating that the disability or disabling illness or injury limits a major life activity of the person and that the person needs to live with the Qualifying Resident or Qualified Permanent Resident because of the disability or disabling illness or injury.

14. Verification of Permitted Health Care Resident Status. Where it is asserted that a person is a Permitted Health Care Resident, the Permitted Health Care Resident, Qualifying Resident, or an agent of either may be required to provide any or all of the following: (i) evidence of certification, licensure, or other qualification to provide live-in, long-term or terminal health care, (ii) a detailed description of the care provided to the Qualifying Resident, (iii) evidence of the compensation received in exchange for the provision of such care or of such person's familial relationship to the Qualifying Resident, and (iv) a written statement or other documentation prepared by the Qualifying Resident's physician, other medical care provider, case worker, or social worker confirming that the person does provide assistance with necessary daily activities or medical treatment or both to the Qualifying Resident.

15. Verification of Grandfathered Status. Where it is asserted that a person's continued occupancy is permitted under certain "grandfathering" provisions of California law contained in Civil Code sections 51.3(h) and 51.4 (b), such person may be required to provide the Association with evidence documenting such continued occupancy.

DISABLED QUALIFIED PERMANENT RESIDENTS

16. Prohibition or Termination of Occupancy by Certain Disabled Persons. Subject to the hearing requirements set forth in this Section, the Board may prohibit or terminate the occupancy of any person who is a Qualified Permanent Resident pursuant to the definition in Section 2.2(b), above, if the Board finds, based on credible and objective evidence, that the person is likely to pose a significant threat to the health or safety of others, which threat cannot be ameliorated by means of a reasonable accommodation. The Board must provide to the disabled person whose occupancy is being challenged and to the co-resident parent or grandparent of that person reasonable notice and opportunity to be heard. The disabled person and/or his or her co-resident parent or grandparent shall be entitled to have present at the hearing an attorney or any other person authorized by the disabled person or the parent or grandparent to speak on their behalf or assist them in the matter. To preserve privacy, evidence must be submitted and held in a confidential manner and the hearing must be conducted in executive session of the Board. The Board shall give due consideration to the relevant, credible, and objective evidence provided in the hearing.

17. Termination of Occupancy of Formerly Disabled Qualified Permanent Resident. With respect to a person who is a Qualified Permanent Resident pursuant to the definition in Section 2.2(b), above, if the person's disabling condition ends, the Board may require that the formerly disabled resident cease residing in the Project within six months after written notice from the Board to the formerly disabled person, or, in its discretion, the Board may allow the formerly disabled person to remain a resident for up to one year after the disabling condition has ended.

PROLONGED ABSENCE OF QUALIFYING RESIDENT: NOTICE REQUIREMENTS AND CONTINUED OCCUPANCY RIGHTS

18. Duty to Provide Notice of Qualifying Resident's Absence. Each resident (other than a Qualifying Resident) who resides with a Qualifying Resident shall provide written notice to the Association within fifteen (15) days of the death, hospitalization, or other prolonged absence of, or dissolution of marriage with, the Qualifying Resident.

19. Continued Occupancy by Qualified Permanent Resident in the Absence of the Qualifying Resident. If the Qualified Permanent Resident was residing with the Qualifying Resident prior to the death, hospitalization, or other prolonged absence of, or dissolution of marriage with, the Qualifying Resident, then the Qualified Permanent Resident shall be entitled to continue his or her occupancy of the Unit in the absence of the Qualifying Resident, unless the Board determines that such continued occupancy will

result in less than eighty percent (80%) of the Units in the Project being occupied by at least one Qualifying Resident as required by the Federal Act.

20. Occupancy by Permitted Health Care Residents. A Permitted Health Care Resident may occupy a Unit only during any period that he or she is actually providing live-in, long-term, or terminal health care to a Qualifying Resident for compensation. For purposes of these Rules, "compensation" shall include the provision of lodging and food in exchange for care. A Permitted Health Care Resident shall be entitled to continue his or her occupancy or use of a Unit in the absence of the Qualifying Resident only if **both** of the following apply and then only for the time periods specified:

(a) The Qualifying Resident became absent from the Unit due to hospitalization or other necessary medical treatment and expects to return to the Unit within ninety (90) days from the date the absence began; **and**

(b) The absent Qualifying Resident or an authorized person acting for the Qualifying Resident submits a written request to the Board stating that the Qualifying Resident desires that the Permitted Health Care Resident be allowed to remain in the Unit in order to be present when the Qualifying Resident returns to reside in the Project.

If it appears that the Qualifying Resident will return within a period not to exceed an additional ninety (90) days, and upon written request by the Qualifying Resident or an authorized person acting for the Qualifying Resident, the Board, in its discretion, may allow a Permitted Health Care Resident to remain for a period longer than ninety (90) days.

MISCELLANEOUS RULES

21. Confidentiality. The Association shall take reasonable steps to maintain information gathered pursuant to these Rules concerning residents' health conditions, medical care, disabilities and/or financial situation confidential. Such information shall be used only for purposes of verifying the age or other qualified status of all residents, to maintain the senior housing exemptions applicable to the Project, and to enforce the Declaration.

22. Change of Applicable Law. These Rules are intended to comply with Applicable Law. If Applicable Law is modified or amended, these Rules shall automatically be deemed to be modified or amended to be consistent with Applicable law, as modified or amended, without further notice.

23. Enforcement. Pursuant to its authority set forth in section 5.2(G) of the Declaration, the Board may impose fines or take other disciplinary action to enforce these Rules, including suspension of membership rights and privileges. The Association shall have the right to enforce these Rules by any proceeding at law or in equity.

Menlo Commons Homeowner's Association

C/o The Manor Association 353 Main Street Redwood City, Ca. 94063 (650) 637-1616, fax (650) 637-1670

February 4, 2008

Dear Association Member:

As you know, the Home Owners Association here at *Menlo Commons* has long encouraged all owners and residents to comply with the Rules & Rights of Enjoyment as specified in the CC&Rs in order to maintain appearance, safety and harmony. We are happy to say that the great majority of our owners and residents understand the necessity of these rules and regulations and readily comply.

However, there are always a few who, for some reason, feel the rules do not pertain to them. They allow their pets to run free or do not clean up after them, throw trash down the chute unwrapped, drag their garbage bags leaking down the hall causing stains on our carpets, and otherwise make life unpleasant for the majority of residents. Until now, we have had no way to deal with such offenders other than continuously request they abide by the CC&R's, which they signed and agreed to when they purchased in *Menlo Commons*.

However, with some regret but considerable necessity, we have now adopted a schedule of fines for violations of the governing documents. Our intent is to maintain compliance and not establish a revenue source. Prior to imposing any fine, a hearing will be held and fines, if imposed, may accrue on a daily, weekly or monthly basis until the violation is brought into compliance.

Please review the attached schedule of fines and violations with everyone in your household. If you are a non-resident owner, please review this information with your tenants. If you currently are not in compliance, now would be a good time to do so. We thank you for your consideration and appreciate your efforts to keep *Menlo Commons* a *warm and enjoyable community*.

Sincerely,

Board of Directors
Menlo Commons Homeowners Association.