

SHELTER RIDGE HOMEOWNERS' ASSOCIATION, INC.

c/o Eugene Burger Management Corp.
384 Bel Marin Keys Blvd., Suite 210
Novato, CA 94949
(415) 382-1514

ARCHITECTURAL MODIFICATION PACKET

This packet provides the information and forms you need to request approval to modify your unit in accordance with the CC&Rs and the policies of the Shelter Ridge Homeowners' Association.

Please read the enclosed information carefully! If you have questions, contact the Management Company at the address at the top of this page.

You will find the following documents in this packet. In addition to this cover sheet, there is a total of 15 pages:

1. Architectural Modification Instructions (Page 1-2)

The steps you take when you wish to make architectural modifications to your unit.

2. Architectural Modification Policies (Page 3-5)

Shelter Ridge policies related to architectural modifications.

3. Architectural Modification Application (Page 6-7)

A form that you submit to the Board requesting approval for your project. Please note notary requirement and submit entire packet with \$50.00 check for consideration.

4. Architectural Modification Neighbor's Opinion Sheet (Page 8)

A form for neighboring homeowners to fill out to express their opinions regarding your proposed changes. It is important to talk to any neighbor who could be impacted by your project, even if only to tell them there may be some construction noise. Please complete for each neighbor impacted and/or adjacent to your property and submit with application.

5. Architectural Modification Agreement and Hold Harmless (Separate Document - Page 1-6)

Covenants, Requirements and Hold Harmless Agreement to be submitted with application.

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ARCHITECTURAL MODIFICATION INSTRUCTIONS

STEP 1: Prepare and submit your application to the Board.

1. Make a scale drawing of your proposed project. Include top and side views as necessary to clearly establish proposed location, dimensions and construction detail of your modification. Your drawing should include existing structures and boundaries where necessary to indicate relative location.

NOTE: A scale drawing is not required if you are ONLY replacing existing doors or windows without changing their location, size or shape. Be sure that your Application describes clearly which windows or doors you are replacing.

2. Complete and sign the Architectural Modification Application, pages 6-7 of this packet.
3. Meet with the owners of the units adjacent to yours or those that could be impacted by your project. Describe your project to them and ask them to complete the Architectural Modification Neighbor's Opinion Sheet, page 8 of this packet. Be sure you meet with the owners of the units, not with their tenants.
4. Return the following items to the Management Company by the 10th of the month for consideration at that month's Board meeting:
 - 3 copies of the scale drawings
 - Architectural Modification Application
 - Architectural Modification Neighbor's Opinion Sheets (1 to 3)
 - Any other applicable descriptive material about your project

STEP 2: Fulfill additional requirements.

5. You will receive notification by mail of the results of the Board review of your application. Your project may be approved, disapproved, or you may be requested to supply additional information.
6. Projects are approved by the Board subject to certain conditions being met. Depending on the type of project, you will receive a list of the appropriate conditions. You will also receive an Architectural Modification Agreement to sign that will be recorded with your title at the county recorder's office.

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Examples of conditions that could apply to your project are:

- Work to conform to written policies and guidelines for certain types of modifications, such as siding and trim, hot tubs, and skylights. You will be sent a copy of these guidelines if they apply to your architectural modification request.
- A building permit to be procured and all work performed in accordance with that permit and all applicable building codes.

If a building permit is required, it is your sole responsibility to contact the City of Mill Valley to obtain the required permit. Neither the Board nor the Management Company assists in the procurement of permits.

- Written opinion of a licensed architect or structural engineer, stating that the proposed modification does not impact the structural integrity, fire separation, or acoustical separation in the building. If the modification does have such an impact, the letter must describe in detail how this will be addressed.
- A written estimate from a designated SRHA contractor describing related landscape or irrigation work, the estimated cost, and your agreement to pay for this work.
- Insurance certificate showing SRHA and the Management Company as additional insured on Owner's general liability insurance.
- A check for \$50.00 made out to the Management Company to cover recording fees.
- Completed, signed and notarized Architectural Modification Agreement to be recorded with your title.

STEP 3: Complete your project.

7. After you have fulfilled all conditions, you will receive final approval notification by mail from the Management Company.
8. The Management Company will record your Architectural Modification Agreement with your title at the county recorder's office within one month of your receipt of the final approval notification.
9. Unless otherwise specified, you have one year in which to complete the construction of your improvements, conforming to any conditions the SRHA and/or the City may have imposed.
10. Send copies of your final inspection paperwork to the Management Company.
11. Contact the Architectural Chairperson for final review of your modification.

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ARCHITECTURAL MODIFICATION POLICIES

1. In order to maintain harmony in the design and appearance of Shelter Ridge, the Shelter Ridge Homeowners' Association's (SRHA) Governing Documents provide for a system of review and approval for architectural alterations homeowners wish to make to their units.
2. Alterations to the exterior of a unit, and alterations that could in any way affect the structural integrity of the unit or are visible from the outside of the unit, must first be approved by the Association. This includes but is not limited to the painting of any exterior doors, choice of color for window and/or door trim, and fencing in and around property.
3. Homeowners, at their own expense, must submit to the Board the required application forms and documents as described in the SRHA Architectural Modification Packet.
4. Homeowners are encouraged to discuss their projects with their neighbors early in the planning stages to explore and resolve potential problems. Although permission from neighbors is not required for approval, one purpose of the approval process is to avoid problems and detrimental impact on neighbors. Such impact is considered by the Board during the review process.
5. Completed Architectural Applications and related materials that are received by the Management Company by the 10th of any month will be reviewed by the Board at that month's Board meeting. Items received after the 10th of the month will be reviewed at the following month's Board meeting.
6. The Board shall consider the application and respond in writing to the homeowner within 10 days of the Board meeting at which it was reviewed. The response may indicate approval or disapproval of the project, or may be a request for additional information.
7. If a proposed modification is disapproved, the written decision shall include both an explanation as to why the proposed change is disapproved and a description of the procedure for reconsideration of the decision by the Board of Directors.
8. If a proposed modification is disapproved, the Homeowner is entitled to reconsideration by the Board of Directors for the Association at an open meeting of the Board. If the Homeowner elects to have the decision reconsidered by the Board of Directors, the Homeowner shall notify the Board of Directors of such election within 30 days of the mailing of the disapproval notification. The Board of Directors shall consider the application for reconsideration at the next open Board of Directors meeting following receipt of the request for reconsideration. The Board of Directors shall respond in writing to the request for reconsideration within 30 days of such meeting. If the proposed change is disapproved, the written decision shall include an explanation as to why the proposed change was disapproved.

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- a. The preceding paragraph does not, however, require reconsideration of a decision that is made by the Board of Directors at a meeting that satisfies the requirements of California Civil Code Section 1363.05.
9. The decisions of the Board shall be consistent with the law, including, but not limited to, the Fair Employment and Housing Act (Part 2.8 [commencing with Section 12900] of Division 3 of Title 2 of the California Government Code).
10. The Board shall consider each application on a case-by-case basis. Previously approved applications will have no bearing on decisions about newly submitted requests.
11. The SRHA has written policies and guidelines for certain type of modifications, such as siding and trim, hot tubs, and skylights. Homeowners will be sent a copy of these guidelines if they apply to an architectural modification request.
12. Architectural modification projects may be inspected by a designated SRHA agent before, during and/or after construction to confirm that the changes comply with the approved plans and conditions. The SRHA agent must be given access to the construction site upon request at a time mutually agreeable to the homeowner and the agent.
13. The Homeowner may be required to remove or correct changes, at the Homeowner's expense, if the actual modification does not:
 - match the description in the Architectural Modification Application
 - follow applicable Shelter Ridge construction guidelines, if applicable (See #9, above)
 - adhere to current codes
14. The Homeowner and all subsequent purchasers of the unit are solely responsible for the maintenance, repair and replacement of all aspects of Architectural Modifications made by the Homeowner, during and after construction.
15. If a modification project causes damage or affects SRHA landscaping or irrigation system in any way, the resulting changes to the landscaping or irrigation system must be:
 - Expressly approved by the Board before any work on the project begins,
 - Approved and executed only by the SRHA landscaper or SRHA designated contractors,
 - Fully paid for by the homeowner making the modification.

Changes to the SRHA landscaping or irrigation system may be required for reasons such as:

- because the architectural modification requires change, removal or relocation of sprinklers or irrigation lines
- to replace items that were removed during the project

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- to repair damage done by the contractor in the course of the project (such as trampled grass or plantings, or broken irrigation lines)
- to restore the appearance of the property after construction
- because the homeowner desires it
- for any other reason related to the project

16. Each architectural modification request shall be subject to the following express additional requirements:

If the construction or preparation for construction of any such modification

- discloses underlying conditions that would normally be the responsibility of the SRHA and
- sound practice dictates that such conditions should be rectified before further work on the modification is undertaken, and
- the correction of such conditions had not been scheduled or budgeted in the then current SRHA Annual Budget,

and if the Applicant desires to continue with the proposed modification, the Applicant shall have such conditions corrected

- at their own cost and expense,
- only after obtaining written approval from the SRHA Board,
- by a licensed contractor approved by the SRHA,
- to the same specification and standards currently in practice at Shelter Ridge.

Further work on the modifications shall not begin until the repair of the defective condition has been approved and signed off by the SRHA Board.

The conditions requiring such correction may be disclosed in the Applicant's own unit or in an adjacent unit, as in the extension or enclosure of a deck against an adjacent unit wall.

The underlying policy consideration is that the expenditure of the SRHA maintenance resources should be made in accordance with a fair and systematic prioritized plan. Maintenance ought not to be expedited for a particular owner, to the disadvantage of other owners, merely because a homeowner has decided to undertake architectural modifications.

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ARCHITECTURAL MODIFICATION APPLICATION

Unit Address

Owner 1 Name

Owner 1 Phone

Owner 2 Name

Owner 2 Phone

(home) _____

(work) _____

Renter Name

Renter Phone

(home) _____

(work) _____

Description of

Proposed

Modifications

Proposed Timeframe

Start Date: _____

Completion Date: _____

(Must be complete within one year.)

Color

Location

Dimensions

Construction Material

Supplier

Construction Company

Lic. No.: _____

Contractor Name

Lic. No.: _____

Contractor Phone(s)

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Description of possible

impact to SRHA

landscape or irrigation.

SIGNATURES

I/We, the undersigned Owner(s), agree to protect, defend, hold harmless and indemnify the SRHA and its directors and managers against any claims or expenses incurred in connection with the approval, construction or maintenance of the above described improvements. I/We further agree that any such expenses incurred and not paid by me/us may be charged to me/us as a reimbursement assessment.

Submitted by Owner(s) of

Date	_____	Owner (Signature)	_____
		Owner (Print name)	_____
Date	_____	Owner (Signature)	_____
		Owner (Print name)	_____

Received by Officer/Agent for Shelter Ridge Homeowners' Association, Inc.:

Date	_____	Officer/Agent (Signature)	_____
		Officer/Agent (Print name)	_____

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ARCHITECTURAL MODIFICATION NEIGHBOR'S OPINION SHEET

Owner's Name _____

Unit Address _____ Mill Valley, CA 94941

Description of _____

Proposed Modifications _____

Neighbor's Name _____

Shelter Ridge Address _____ Mill Valley, CA 94941

Phone (home) _____ (work) _____

As a neighbor who may be impacted by this project, I have reviewed the modification request.

_____ I APPROVE this Project.

_____ I DO NOT APPROVE this Project for the following reasons:

I understand that the Shelter Ridge Board of Directors considers comments from neighbors, and that the Board has the authority to approve or deny the request at its sole discretion.

Date _____ Adjacent Owner (Signature) _____

Adjacent Owner (Print name) _____

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:
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ARCHITECTURAL MODIFICATION AGREEMENT AND HOLD HARMLESS

Owner(s) of Record: _____ (Owners)

Property Address: _____ (Property)

_____ Mill Valley, California 94941

APN Number: _____

Property Description:

Lot _____ located in the Shelter Ridge Homeowners' Association as shown on the subdivision map entitled "Shelter Ridge Unit _____", recorded in the office of the Marin County Recorder. Lots 1-104 were recorded on 12/10/1971 - Map 15, page 6. Lots 105-131 were recorded on 8/30/1973 - Map 15, page 80. Lots 132-184 were recorded on 8/30/1973 - Map 15, page 81.

NOTICE IS HEREBY GIVEN that the Shelter Ridge Homeowners' Association, Inc. (SRHA) and Owners have entered into an Agreement that **binds all owners of the Property, and all future successors and assigns**. For all purposes herein, reference to Owners includes all future owners of this Lot and their successors and assigns. This Agreement affects possession or title within the meaning of California Government Code section 27280.

Owners have requested that the SRHA approve the following modification ("Alteration") to the Property:

In the event that any part of this Alteration extends over the Common Area, any resulting use of the Common Area shall be deemed a license and is revocable by the Association upon breach of this Agreement.

Any amounts due to the SRHA under this Agreement may be collected in the same manner as the CC&Rs and Civil Code 1367 provide for collection of an assessment.

As a condition of approval for this Alteration, Owner has already or shall comply with the following Requirements and Covenants as identified with an (x) and initialed below.

COVENANTS

- | SRHA | OWNER | (X) | |
|--|--|------------|--|
| <u> </u>
<i>Initial(s)</i> | <u> </u>
<i>Initial(s)</i> | (X) | 1. Owner shall be solely responsible for the maintenance, repair and replacement of all aspects of the Alteration. If Owner fails to maintain, repair and/or replace the Alteration, SRHA may have the work performed and Owner shall reimburse SRHA for all costs incurred. These costs may be levied as a reimbursement assessment. |
| <u> </u>
<i>Initial(s)</i> | <u> </u>
<i>Initial(s)</i> | (X) | 2. Owner shall be solely responsible for repair or replacement of the Alteration, Common Area, or any other property damaged as a result of the construction of the Alteration or the failure to maintain the Alteration. |
| <u> </u>
<i>Initial(s)</i> | <u> </u>
<i>Initial(s)</i> | (X) | 3. Owner shall disclose this Agreement to all subsequent purchasers of the lot. |
| <u> </u>
<i>Initial(s)</i> | <u> </u>
<i>Initial(s)</i> | (X) | 4. Owner shall indemnify, hold harmless, protect and defend the SRHA, its members, Directors and Management Company against any and all claims arising from or in any way related to the approval of the Alteration or the Alteration itself. This includes but is not limited to any and all acts, omissions, or claims arising in connection with the approval, construction, maintenance, repair or use of said Alteration. |
| <u> </u>
<i>Initial(s)</i> | <u> </u>
<i>Initial(s)</i> | (X) | 5. Owner agrees to pay all costs and fees in connection with this Agreement. Owner shall reimburse SRHA for recording fees for this Agreement. |
| <u> </u>
<i>Initial(s)</i> | <u> </u>
<i>Initial(s)</i> | (X) | 6. In the event of a dispute regarding or arising out of the Alteration or this Agreement, the prevailing party shall be entitled to attorneys' fees and costs. |

REQUIREMENTS

- | SRHA | OWNER | (X) | |
|-------------------|-------------------|------------|---|
| _____ | _____ | (X) | 1. Work to be completed within one year, no later than _____. |
| <i>Initial(s)</i> | <i>Initial(s)</i> | | |
| _____ | _____ | (X) | 2. Work to be performed by a licensed contractor. |
| <i>Initial(s)</i> | <i>Initial(s)</i> | | |
| _____ | _____ | (X) | 3. A building permit to be procured and all work performed in accordance with that permit and all applicable building codes. |
| <i>Initial(s)</i> | <i>Initial(s)</i> | | |
| _____ | _____ | () | 4. Complete construction plans and specifications and/or a drawing of the Alteration. (3 copies) |
| <i>Initial(s)</i> | <i>Initial(s)</i> | | |
| _____ | _____ | () | 5. Work to conform to SRHA written policies and guidelines for _____ |
| <i>Initial(s)</i> | <i>Initial(s)</i> | | |
| _____ | _____ | () | 6. Written opinion of a licensed architect or structural engineer, stating that the proposed Alteration does not impact the structural integrity, fire separation, or acoustical separation in the building. If the Alteration does have such an impact, the letter must describe in detail how this will be addressed. |
| <i>Initial(s)</i> | <i>Initial(s)</i> | | |
| _____ | _____ | (X) | 7. Completed, signed and notarized Architectural Modification Agreement. |
| <i>Initial(s)</i> | <i>Initial(s)</i> | | |
| _____ | _____ | (X) | 8. Completed Neighbor's Opinion Sheets from the owners of the following neighboring addresses:
_____ |
| <i>Initial(s)</i> | <i>Initial(s)</i> | | |
| _____ | _____ | () | 9. A written estimate from a contractor approved by the SRHA describing related landscape or irrigation work, the estimated cost, and Owners' agreement to pay for this work. |
| <i>Initial(s)</i> | <i>Initial(s)</i> | | |
| _____ | _____ | () | 10. Insurance certificate showing SRHA and the Management Company as additional insured on Owner's general liability insurance. |
| <i>Initial(s)</i> | <i>Initial(s)</i> | | |
| _____ | _____ | (X) | 11. A check for \$50.00 made out to the Management Company for fees to record this Agreement with your title at the county recorder's office. |
| <i>Initial(s)</i> | <i>Initial(s)</i> | | |

SIGNATURES

THESE SIGNATURES MUST BE SEPARATELY NOTARIZED

Owner(s) of Lot Number _____ at _____, Mill Valley, CA 94941:
(street address)

Date _____ Owner (Signature) _____
Owner (Print name) _____

Date _____ Owner (Signature) _____
Owner (Print name) _____

Date _____ Owner (Signature) _____
Owner (Print name) _____

Officer/Agent for Shelter Ridge Homeowners' Association, Inc.:

Date _____ Officer/Agent (Signature) _____
Officer/Agent (Print name) _____

HOLD HARMLESS AGREEMENT
COVENANT RE: ARCHITECTURAL ALTERATION

_____, Mill Valley, CA 94941 Unit# _____

NOTICE IS HEREBY GIVEN that **SHELTER RIDGE HOMEOWNERS'**

ASSOCIATION hereinafter "**ASSOCIATION**" and _____,

the owner of record of _____,

Unit # _____, Mill Valley, CA (in the Association),

hereinafter "**OWNER**", have entered into an agreement that **binds all owners of**

Unit # _____ and all future successors and assigns. For all purposes herein, reference to Owner includes all future owners of this unit and their successors and assigns.

Assessor's Parcel No.: _____

Owners have requested the Association approve the following:

As a condition of Association approval, Owner has already or shall comply with the following requirements as identified with an "(x)":

- () Work performed by _____, a licensed and insured contractor
- () A building permit procured and all work performed in accordance with that permit and all applicable building codes. (Where applicable)
- () A licensed architect's or engineer's written opinion that the (proposed) modification does not impact the structural integrity, fire separation, or acoustical separation in the building. (If it does this must be addressed in detail before the request can be processed by the Association).
- () Written "non-opposition" from the owner of the following neighboring address: (where applicable) _____
- () Complete work not later than _____

Association has agreed to grant approval for said architectural alteration in exchange for Owners' covenants herein and as follows and where an "(x)" has been placed:

SHELTER RIDGE HOMEOWNERS' ASSOCIATION, INC.
ARCHITECTURAL MODIFICATION AGREEMENT AND HOLD HARMLESS, Continued

- () Owner shall be responsible to maintain, repair and replace all aspect of the alteration.
- () Owner shall disclose this agreement to all subsequent purchasers of the unit.
- () Owner shall indemnify, hold harmless, protect and defend the Association, Directors and Management Company against any and all claims arising from or in any way related to the approval of the alteration or the alteration itself, including but not limited to, any and all acts, omissions, or claims arising in connection with the approval, construction, maintenance, repair, or use of said alteration.
- () In the event of a dispute regarding this agreement, the prevailing party shall be entitled to attorneys' fees and costs.
- () Owner agrees to maintain general liability insurance on the property.
- () Owner shall add the Association and the Management Company as additional insured on the general liability insurance.

The undersigned are the owner(s) of record of the above referenced unit at:

_____, **Mill Valley, CA 94941** Unit# _____
and an officer or agent for Shelter Ridge Homeowners' Association.

Date _____ Owner (Signature) _____
Owner (Print name) _____

Date _____ Owner (Signature) _____
Owner (Print name) _____

Date _____ Owner (Signature) _____
Owner (Print name) _____

Officer/Agent for Shelter Ridge Homeowners' Association, Inc.:

Date _____ Officer/Agent (Signature) _____
Officer/Agent (Print name) _____

PLEASE ATTACH NOTARY CERTIFICATES