

**RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
PRINCETON-BY-THE-SEA**

This Restated Declaration, made on the date set forth below, pursuant to the affirmative vote of fifty percent (50%) of the Owners of the Property, collectively referred to as the Association is made with reference to the following facts:

A. The Owners are record title holders of real property located in that tract of land in the County of San Mateo, State of California, shown on the subdivision map entitled "PRINCETON-BY-THE-SEA ADDITION NO. 1, San Mateo County, California", recorded April 15th, 1969, in Book 69 of Maps at pages 20, 21, 22, 23 in the Office of the Recorder of San Mateo County, California, except for Parcels A, B, C and D as shown thereon.

B. A Declaration of restrictions, covenants, easements and charges was previously imposed upon the Property as recorded June 6, 1969 in Volume 5648, page 615 file 4159AC in the Office of the Recorder of San Mateo County, California.

C. The Association intends by this document to amend and restate the Declaration of restrictions, covenants, easements and charges previously imposed upon the Property.

NOW, THEREFORE, Association hereby declares that the Property shall continue to be held, conveyed, mortgaged, encumbered, leased, used, occupied, sold, and improved subject to these covenants, conditions and restrictions, all of which are imposed as equitable servitudes pursuant to a general plan for the purpose of improving and protecting the value and attractiveness of the Property, and every part thereof. All of these covenants, conditions and restrictions shall constitute covenants which shall run with the land and shall be binding upon and inure to the benefit of the Association and all Persons having or acquiring any right, title or interest in or to any part of the Property.

**ARTICLE I
DEFINITIONS**

1.1 "Articles" means the Articles of Incorporation of the PRINCETON-BY-THE-SEA SUBDIVISIONS IMPROVEMENT ASSOCIATION, which are filed in the Office of the Secretary of State of California.

1.2 "Association" means the PRINCETON-BY-THE-SEA SUBDIVISIONS IMPROVEMENT ASSOCIATION, its successors and assigns, incorporated as a non-profit mutual benefit corporation under the laws of the State of California.

- 1.3 "Board" or "Board of Directors" means the governing body of the Association.
- 1.4 "Bylaws" means the Bylaws of the Association, as amended from time to time.
- 1.5 "Declaration" means this Restated Declaration, as amended or added to from time to time.
- 1.6 "Dwelling House" means the single-family dwelling and related improvements located on each Lot.
- 1.7 "Governing Documents" means this Declaration, the Articles, Bylaws and Rules.
- 1.8 "Lot" means those plots of land numbered 1 to 259, as shown upon the Map.
- 1.9 "Map" means the subdivision map entitled "PRINCETON-BY-THE-SEA ADDITION NO. 1", recorded on April 15th, 1969, in Volume 69 of Maps at pages 20 through 23 inclusive, in the Office of the Recorder of San Mateo County, California.
- 1.10 "Member" means a person entitled to membership in the Association as provided herein.
- 1.11 "Occupant" means any person legally residing in a Dwelling House on a Lot as an Owner, tenant, or otherwise.
- 1.12 "Owner" or "Owners" means each record holder, whether one (1) or more persons or entities, of a fee simple title to any Lot which is a part of the Property but excluding those persons or entities having an interest merely as security for the performance of an obligation. If a Lot is sold under a contract of sale and the contract is recorded, the purchaser, rather than the fee Owner, will be considered the Owner from and after the date the Association receives a written notice of the recorded contract.
- 1.13 "Property" means all the real property described on the Map, except Parcels A, B, C and D and all Improvements thereon, subject to this Declaration.

ARTICLE II RESIDENCE CONDITIONS

2.1 **Residential Use:** No building shall be constructed or maintained on any Lot or parcel of land shown on the Map except a single family residence, designed and intended for occupation by no more than two (2) persons per bedroom plus one in any Dwelling House. Flats, apartment houses and all other multiple dwelling houses and rooming and boarding houses

are expressly prohibited. There may be constructed and maintained as appurtenant to the Dwelling House appropriate out-buildings, including a private garage for the use of the occupants of such Dwelling House, or a guest house, provided, however, that no such out-buildings shall be more than one story in height, and such guest house must be attached to the Dwelling House or joined thereto by a roofed connection.

The Property shall be used for residential purposes only. It shall not be used for major repairs or modification of boats, automobiles, motorcycles, trailers, trucks or other axel type vehicles nor storage of inoperable vehicles, or other commercial enterprise.

Notwithstanding the foregoing, the Owner or Occupants of a Lot may use a room or rooms in the Dwelling House as an office (i.e. working from home) provided that the primary use of the Dwelling House is as a residence, no advertising or sign is used in any manner in connection with the office use, no customers, suppliers, clients, or patients enter the Lot on any regular basis, no vehicles are parked, laid over or dispatched from the Property and such use does not interfere with the quiet enjoyment of other Lots. The Board shall have the authority to adopt Rules regarding the use of offices within the Property in order to maintain the residential characteristics of the Property.

2.2 **Temporary Buildings:** No trailer, basement, tent, shack, garage, barn or other out-buildings shall be at any time used as a residence, temporary or permanent, nor shall any residence of a temporary character be permitted on the Property, and no structure shall be moved on or brought upon any part of the Property unless it shall conform to and be in harmony with existing structures in the area of the proposed location thereof and subject to the prior written approval of the Board.

ARTICLE III ARCHITECTURAL CONTROL

3.1 **Approval Required:** No building, wall or other structure shall be erected or maintained upon any Lot, and no alteration in the exterior of any Dwelling House or structure for which it is necessary to secure a permit from the appropriate municipal or other governing authority, nor any other permanent alteration in the exterior of any building or structure shall be made unless and until complete plans and specifications therefore, showing the nature, design, height, material, color scheme and location on the Lot of the proposed structure or altered structure are submitted to and approved in writing by the Board. The Board shall refuse to approve any structure or proposed structure or proposed alteration thereof if the same does not conform to the requirements laid down in this Declaration or does not conform to and is not in harmony with the general design and scheme of improvements in the Property. Without the written consent of the Board having been obtained, no fence or wall shall be erected or maintained on any Lot nearer to any street than the fence installed at the time of the original construction of the Dwelling House to which the fence or wall is appurtenant. If the location of such originally installed fence or wall is not ascertainable, then it should not be nearer to the front property line than thirty-five (35) feet. Additionally, not without like written consent shall such fence, hedge or other enclosure be permitted having a height greater than six(6) feet above the surface of the ground, as originally graded or terraced. Clotheslines should be located only

in the rear of the Lot behind the Dwelling House. Basketball backboards shall not be affixed to the front face of any Dwelling House without the prior written consent of the Board. The Board shall have the authority to adopt additional rules regarding what may be affixed to exterior of the Dwelling Houses.

3.2 **Color of Exteriors:** Any proposed change in color on the exterior of any structure must be submitted to and approved in writing by the Board before such change is made.

ARTICLE IV SLOPE CONTROL AREAS

If at the time of the original sale of any Lot there existed any area in that portion of the Lot between the Dwelling House thereon and the rear line of the Lot having a slope or grade in excess of twenty percent (20%), which said area is hereinafter called a “slope control area”, then, without the prior written consent of the Board, said slope control area shall not be altered nor shall any structure, planting or other material be placed or permitted to remain, or other activities undertaken thereon which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of the flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slope control areas within any Lot and all improvements in them shall be maintained continuously by the Owner of such Lot, except for those improvements for which a public authority or utility company is responsible. Upon failure of the Owner to comply with the requirements of this paragraph, the Association may at its option, after notice and a hearing as provided in the Bylaws, restore or alter such slope control areas to the condition in which they are required to be kept pursuant to the provisions of this paragraph, and may so maintain the same, and the reasonable costs and expenses of such restoration, alteration and maintenance shall be paid for by the Owner. In any suit brought by the Association to collect such indebtedness, the Association shall be entitled to recover, in addition to such costs and expenses, reasonable attorneys' fees to be fixed by the court.

ARTICLE V MINIMUM SIZE AND LOCATION REQUIREMENTS

No Dwelling House, except the original Dwelling House, shall be erected or maintained on any Lot having a floor area, exclusive of open porches and garages, of less than nine hundred and fifty (950) square feet, or having a height in excess of two (2) stories.

ARTICLE VI SETBACK OF BUILDINGS

No buildings or projections thereof shall be located nearer than twenty (20) feet from the front Lot line, exclusive of bay windows or other projections; except that as to corner Lots the said minimum setback restriction shall be applied to one street frontage only and, except as otherwise expressly authorized and approved by the Board, Dwelling Houses and structures must be located at least five (5) feet distant from the side property line of the Lot.

ARTICLE VII
RE-SUBDIVISION OF LOTS

The Property and the Lots may not be subdivided. Except as provided by California Civil Code §1359, no Owner shall bring any action for partition, it being agreed that this restriction is necessary in order to preserve the rights of the Owners with respect to the operation and management of the Property. Judicial partition by sale of a single Lot owned by two or more Owners and division of the sale proceeds is not prohibited hereby.

ARTICLE VIII
EASEMENTS

Easements and rights of way, as indicated upon the Map are created for the installation and maintenance of sewers, storm drains, pole lines, conduits for the transmission of electricity for lighting, telephone or other purposes, and any other public utility or quasi utility purpose. No building shall be placed upon such easements or interference made with the free use of the same for the purposes intended; and connections with sewers and the use thereof shall be for sanitary purposes only, unless permission for additional use or uses is previously secured from the governing body of the district or municipality operating and maintaining such sewers. Purchasers of Lots as shown on the Map shall take title subject to easements, if any, existing on the ground.

ARTICLE IX
SIGNS

No signs or flags shall be displayed to the public view on any Lots, except (a) such signs as are approved by the Board; (b) one (1) "For Sale" or "For Rent" or "For Exchange" sign not more than four (4) square feet in size, provided the design and locations are reasonable; (c) a noncommercial sign, poster, flag, or banner made of paper, cardboard, cloth, plastic, or fabric, may be posted or displayed from the yard, window, door, balcony, or outside wall of the Dwelling House; and (d) the American Flag. Signs may not be made of lights, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component, or include the painting of architectural surfaces. Noncommercial signs and posters that are more than nine (9) square feet in size and noncommercial flags or banners that are more than fifteen (15) square feet in size are prohibited.

ARTICLE X
COMPLETION OF CONSTRUCTION

Any Dwelling Houses or other building in the Property, the construction of which has been started, shall be completed without delay, except when such delay is caused by acts of God, strikes, actual inability of the Owner to procure deliveries of necessary materials, or by interference by other persons or forces beyond the control of the Owner to prevent. Financial

inability of the Owner or his or her contractor to secure labor or materials or discharge the liens or attachments shall not be deemed a cause beyond his or her control.

If, at any time, there should occur a cessation of work upon any building then under construction, and such cessation continues for a period of 120 days, then where the interruption is not excused by the provisions hereof, the existence of such uncompleted building shall be deemed a nuisance and after notice and a hearing as provided in the Bylaws, the Association shall have the right to enter upon the Lot and remove the uncompleted building, or carry such construction forward to completion, and the costs and expenses incurred in connection with such removal or completion shall be assessed to the Owner.

ARTICLE XI LANDSCAPING

All landscaping on each lot belongs to the Owner thereof. Each Owner shall have the duty to landscape and maintain that portion of his or her Lot. No portion of any Lot between the face of curb and the Dwelling Houses thereon shall be used for the storage of boats, or inoperable motor vehicles, or for setting up playground equipment. The major portion of all front yard areas must be kept landscaped (i.e. lawns, shrubs, trees, flowers and other plants).

ARTICLE XII PETS

No Lot or building thereon shall be used for the keeping or breeding of fowls, animals, or creatures of any kind for commercial purposes, but such fowls, birds and animal may be kept as pets for the pleasure of the Occupants of the premises where kept, and then only shall it be permissible to keep ordinary or usual species in number and under conditions not constituting a nuisance or otherwise objectionable to other Occupants in the Property. All yards, pens and outbuildings used in connection with the keeping of such fowls, birds and animals shall be located only in the rear half of the respective Lots, and shall be adequately screened from view from any street and be at all times kept and maintained in a clean and sanitary condition. All animals must be kept in compliance with applicable government codes. Owners and Occupants must prevent dogs and other pets from continuously barking, or making other loud noises, or defecating in the Lots not owned or controlled by the owner of the pet. No pets may be kept on the Property that result in an annoyance or interfere with the quiet enjoyment of other Occupants, as determined by the Board. If the Board, in its sole discretion, and, after notice and a hearing as provided in the Bylaws, determines a pet constitutes a nuisance or interferes with the quiet enjoyment of any Occupant, the Board may require the permanent removal of the pet. The decision of the Board shall be final and conclusive. Any damages or unpleasantness caused by a pet shall be the responsibility of and corrected by its respective Owner.

ARTICLE XIII
OFFENSIVE ACTIVITY

No activity shall be conducted in any Lot or on the Property that constitutes a nuisance or unreasonably interferes with the use of, or quiet enjoyment of, the Occupants of any other Lot. No noxious, illegal or offensive trade or activity shall be carried on upon any Lot or any part of the Property, nor shall anything be done there which may be, or may become, an annoyance or nuisance to the neighborhood, or which shall in any way increase the rate of insurance for the Property, or cause any insurance policy to be canceled or to cause a refusal to renew the policy, or which will impair the structural integrity of any building. No owner shall permit anything to be done or kept in his or her Lot that violates any law, ordinance, statute, rule or regulation of any local, county, state or federal agency. There shall be no harassment of any Owner, Occupant, contractor or vendor by any Owner or Occupant.

ARTICLE XIV
PROCEDURE FOR APPROVAL OF PLANS

In all cases in which under the provisions of this Declaration, the written approval by the Board of plans and specifications is required before any particular structure may be erected or altered, such approval may be given by the Board or by a special committee to be appointed by the Board for such purposes. If the Board or such duly appointed special committee fails to approve or disapprove of any plans and specifications within sixty (60) days after such plans and specifications are properly submitted to the Board, or if no suit is brought to enjoin the construction or alteration of such structure before the work thereon is completed, approval of such plans and specifications shall be deemed to have been made, provided such construction or proposed construction otherwise complies with the provisions of this Declaration.

ARTICLE XV
ASSESSMENTS (PROVISIONS FOR UPKEEP)

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

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

15.2 **Purpose of Assessments:** The assessments levied by the Association shall be used exclusively to promote the economic interests, recreation, health, safety, and welfare of all the Owners and the Property and to enable the Association to perform its obligations hereunder. All charges and assessments shall be applied by the Association towards the payment of the cost of the following upkeep and maintenance expenses, to-wit:

(a) Expenses, if any, incident to the enforcement of the easements, restrictions, covenants, charges and agreements contained in this Declaration, and to the collection of the charge or assessment provided for in this paragraph.

(b) Street lighting, improving and maintaining gateways or ornamental columns or any other ornamental features, repairs to streets, curbs, sidewalks, sewers and any other utilities not maintained by or at the expense of the Public Authorities, including trees, grass plots and planted areas within the lines of such streets or any recreational areas, all within the Property.

(c) Caring for vacant and unimproved Lots and plots in the Property, removing grass and weeds therefrom and any other thing necessary and desirable in the judgment of Board to improve, beautify and make more convenient or enjoyable for living conditions and surroundings of the inhabitants and other Owners in the Property.

(d) Sweeping and cleaning streets, sidewalks and any portion of the Property maintained for the general use of Owners until such time as the sweeping and cleaning of streets are provided for by the Municipal Authorities.

(e) A reasonable proportion of the expenses connected with the maintenance of an office for the transaction of the business of Association in carrying out the foregoing purposes.

15.3 **Assessments:**

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

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

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

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

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

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

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

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

15.5 Division of Assessments:

Annual and Special Assessments shall be divided equally among the Lots. A Reimbursement Assessment may be levied on any individual Lot.

15.6 **Due Date of Assessments:** The Board shall fix the amount of the annual assessment against each Lot and send written notice thereof to every Owner at least thirty (30) days in advance of each annual assessment period, provided that failure to comply with the foregoing shall not affect the validity of any assessment levied by the Association. The Annual Assessment shall be due on January 1 each year, or on such other date as the Board shall designate. Special assessments may be collected in one (1) payment, or periodically as the Board shall direct.

15.7 **Effect of Nonpayment of Assessments:** Any assessment not paid within fifteen (15) days after the due date shall be delinquent, shall incur a late payment penalty in the amount of ten dollars (\$10.00) or ten percent (10%) of the delinquent assessment, whichever is greater, and shall bear interest at the rate of twelve percent (12%) commencing thirty (30) days after the due date until paid.

15.8 **Transfer of Lot by Sale or Foreclosure:** Sale or transfer of any Lot shall not affect the assessment lien. However, the sale of any Lot pursuant to the foreclosure of a first deed of trust shall extinguish the lien of such assessments (including attorney's fees, late charges, or interest levied in connection therewith) as to payments that became due prior to such foreclosure sale, except for assessment liens recorded prior to the deed of trust. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from lien for non payment thereof.

Where the beneficiary of a first deed of trust or other purchaser of a Lot obtains title to the same as a result of foreclosure of any such first deed of trust, such acquirer of title, his or her successor and assigns, shall not be liable for the assessments by the Association chargeable to such Lot which became due prior to the acquisition of title to such Lot by such acquirer, except for assessment liens recorded prior to the deed of trust. No amendment to the preceding sentence may be made without the affirmative vote of at least sixty-seven percent (67%) of the Owners, and the consent of fifty-one percent (51%) of the beneficiaries of first deeds of trust encumbering the Lots. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the Owners including such acquirer, his or her successors or assigns.

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

15.9 **Enforcement; Remedies:** If an assessment is delinquent, the Association may record a notice of assessment lien and establish a lien against the Lot of the delinquent Owner prior and superior to all other liens except (a) all taxes, bonds, assessments, and other levies which, by law, would be superior thereto, and (b) the lien or charge of any first deed of trust. The notice of assessment lien shall state the amount of the assessment, collection costs, attorney's fees, late charges, and interest, a description of the Lot against which the assessments and other sums are levied, the name of the record Owner, and the name and address of the trustee authorized by the

Association to enforce the lien by sale. The notice shall be signed by any officer of the Association or any agent retained by the Association for that purpose.

An assessment lien may be enforced in any manner permitted by law, including sale by the court, sale by the trustee designated in the assessment lien, or sale by a trustee substituted pursuant to California Civil Code Section 2934(a). Any sale shall be conducted in accordance with the provisions of Sections 1367.4, 2924, 2924b, 2924c, 2924f, 2924g, and 2924h of the California Civil Code, or any successor statutes thereto, applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner permitted by law. The Association shall be entitled to recover all attorneys' fees and costs incurred from the defaulting Owner.

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

Nothing herein shall preclude the Association from bringing an action directly against an Owner for breach of the personal obligation to pay assessments. Suit to recover a money judgment for unpaid assessments, late charges, interest and attorneys' fees shall be maintainable without foreclosing or waiving the lien securing the same. The Board may suspend the voting rights of an Owner who is in default in payment of any assessment, without notice and hearing.

ARTICLE XVI SEVERABILITY

The various provisions of this Declaration are declared to be severable, and the invalidation of any one of the restrictive covenants or other provisions hereof by judgment or court order shall in no way affect any other covenant or provision herein contained.

ARTICLE XVII ENFORCEMENT AND REMEDY

Each Owner, tenant or occupant of a Lot shall comply with the provisions of the Governing Documents and resolutions of the Board, all as lawfully amended from time to time, and failure to comply with such shall be grounds for an action to recover sums due, for damages, or for injunctive relief. Each Owner shall be responsible to the Association for compliance with the foregoing by his or her family members, guests and lessees and Occupants. The Association, or any Owner, shall have the right (but not the obligation) to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of the Governing Documents, and in such action shall be entitled to

recover attorneys' fees and costs as ordered by the court. Only the Association can use self-help or enforce the payment of assessments.

ARTICLE XVIII
DURATION OF RESTRICTIONS

All the restrictions, covenants, charges and agreements, set forth in this Declaration shall affect all of said Property, and are made for the direct benefit thereof, and shall run with the land and continue until thirty-five (35) years from the date hereof, at which time the same shall automatically be extended for successive periods of ten (10) years unless, by duly executed and recorded agreements entered into after the expiration of the initial thirty-five (35) year period, the Owners of 50 percent (50%) of the Lots subject to these restrictions, elect to terminate or amend the same.

ARTICLE XIX
AMENDMENT

This Declaration may be amended only by the affirmative vote of the Owners of a majority of the Lots. However, the percentage of voting power necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment must be certified in a writing executed and acknowledged by the president of Association and recorded in the Recorder's Office of the County of San Mateo. No amendment shall adversely affect the rights of the beneficiary of any deed of trust of record prior to the recordation of such amendment.

ARTICLE XX
CONSENT OF PURCHASERS

All purchasers of any Lot on the Property shown by the acceptance of deeds thereof, whether from the original or from subsequent Owners of such Lot or by the signing of contracts or agreements to purchase the same, shall thereby and by said act consent and agree to all of the restrictions, covenants, and provisions hereof, and shall thereby covenant and agree, to be bound by and keep and perform the same and shall be personally obligated to pay the charges or assessments hereinbefore provided for attaching as a lien during the period of their ownership.

ARTICLE XXI
MEMBERSHIP IN ASSOCIATION

Each and every Owner of a Lot shall automatically, upon becoming the Owner, be a Member of the Association, and shall remain a Member thereof until such time as the ownership ceases for any reason, at which time the membership in the Association shall automatically cease. Membership shall be appurtenant to and may not be separated from

ownership of a Lot. Membership shall be held in accordance with the Governing Documents. Membership in the Association shall not be transferred, encumbered, pledged or alienated in any way, except upon the transfer of recorded title to the Lot to which it is appurtenant, and then only to the transferee of such Lot. On any transfer of title to a Lot, membership passes automatically with title to the transferee. A mortgagee does not have membership rights until it obtains title to the lot by foreclosure or deed in lieu thereof. Any attempt to make a prohibited transfer is void. No Member may resign his or her membership.

ARTICLE XXII MORTGAGE PROTECTION PROVISIONS

Each and every lien or charge imposed or that may be imposed upon any Lot pursuant to any provision hereof, including, but not limited to, any lien arising out of an assessment made pursuant to the provisions of Article XV hereof, is, and shall at all times be, subject and subordinate to the lien or charge of any mortgage or deed of trust made in good faith and for value, affecting said Lot or any part thereof, or any improvements now or hereafter placed thereon, and a breach of any of the covenants or conditions hereof shall not defeat or render invalid the lien or charge of any such mortgage or deed of trust; provided, however, that title to any Lot acquired through sale under foreclosure of any such mortgage or deed of trust, whether foreclosure is effected by power of sale, judicial proceedings, or otherwise, shall be subject to all such liens and charges which shall accrue after the date of such foreclosure sale; and provided further that except to the extent hereinabove in this paragraph set forth, nothing contained in this paragraph shall impair the priority of this Declaration over the lien or charge of any such mortgage or deed of trust.

ARTICLE XXIII VEHICLES

No Owner or Occupant shall park, store or keep any vehicle, except wholly within the driveway (not including sidewalk) or garage located upon his or her Lot. Parking of vehicles in all other areas of the Lot is prohibited. No Owner or Occupant shall repair, overhaul, restore or service any motor vehicle, boat, trailer, aircraft, or other vehicle anywhere on the Property, except for emergency repairs necessary to enable movement thereof to a proper repair facility.

The Association reserves the right to remove or cause to be removed, at the expense of the respective Owner, any vehicle parked or stored in violation of the provision of this Declaration or any other Rules governing parking as the Board may adopt. The Association may cause the removal of any vehicle wrongfully parked on the Property, including a vehicle owned by any Owner, their family, guests, tenants or Occupants, in any manner allowed by law. The Association shall not be liable for any damages incurred by the vehicle owner, or any Owner, because of the removal in compliance with this section, or for any damage to the vehicle caused by the removal. Notwithstanding the foregoing, the Association may cause the removal, without notice, of any vehicle parked in a marked fire lane, within fifteen (15) feet of a fire hydrant, or in a manner that interferes with any entrance to, or exit from, the Property.

ARTICLE XXIV
RUBBISH/RECYCLING

No rubbish, trash, garbage, recyclable materials, or other waste material shall be kept or permitted upon any Lot, except in containers located in an appropriate area concealed from view. Occupants shall remove debris from unenclosed portions of their Lot on a timely basis. Trash containers used for recycling materials, landscape clippings and waste, and general trash placed by the curb for pick up by the authorized trash removal service should be removed in a timely manner from the curbs after they have been emptied. Containers shall be placed for pick up no earlier than the day prior to pick up and shall be removed no later than the day following pick up.

I hereby certify and declare under penalty of perjury, that the foregoing Restated Declaration has been approved by the affirmative vote of fifty percent (50%) of the Owners required by the Declaration.

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

Executed at Half Moon Bay, California, on the 17, day of February, 2012.

PRINCETON-BY-THE-SEA SUBDIVISION
IMPROVEMENT ASSOCIATION

By: Daniel Montoya /s/
PRESIDENT

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

On February 17, 2012, before me, Carlos Garcia a Notary Public, personally appeared Daniel Montoya, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Carlos Garcia /s/_____

_____ SEAL