



Upon Recording Return To: ]  
 Davis Stirling Management Corp ]  
 c/o David R. Behling ]  
 530 El Camino Real #100 ]  
 Burlingame, CA 94010 ]

## SECOND AMENDMENT TO ENABLISHMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS

### BAYVIEW CONDOMINIUM ASSOCIATION, INC.

John Meyers and Jean Joh certify that:

1. They are the President and the Secretary, respectively of Bayview Condominium Association, Inc. a California nonprofit corporation.

2. By virtue of the recordation of that Declarations of Establishment of Covenants, Conditions and Restrictions recorded August 31, 1975 as document 55568AO in real 7890, Image 1335 et seq., of the records of the San Mateo County Recorder, certain easements, rights, liens, charges, covenants, restrictions, limitations, conditions and uses were specifically made to run with the land and be binding upon the past, present and future owners of the hereinafter described parcel of real property and their heirs, successors, and assigns:

That certain parcel of real property more particularly described as follows: "Said land is situated in the City of Millbrae, County of San Mateo, State of California, and is described as follows:

Parcel A of Bayview Condominium as per Map recorded in Volume 99 of Maps, at Pages 71-75 of Maps, in the Office of the County Recorder of San Mateo County.

3. By vote of the membership, the results of which were entered in the Minutes by the Board of Directors of Bayview Condominium Association, Inc. hereinafter referred to as "Association" on December 19, 2013, the Declarations of Covenants, Conditions and Restrictions was, and hereby is, amended so as to include the following which shall amend Section ARTICLE XIV Section 4 page 45 Leasing as follows:

**LEASE:** As used in this Addendum "lease" shall mean any and all agreements, including, but not limited to leases, subleases, or rental agreements, for the use or occupancy of all or any part of a condominium. Any Owner who wishes to lease his or her condominium must comply with each of the following restrictions, and the lease will be subject to these restrictions whether they are included within the lease or not:

1. Owners are required to personally reside in their condominiums, except that no more than twenty eight (28) of the Condominiums may be leased to others by the Owners thereof at any time. This restriction on leasing shall apply only to Owners who acquire title to their condominiums after the date this Declaration is recorded. The Board may enact Rules and Regulations to implement restrictions on leasing.
2. All leases must:
  - A. follow the current Rules and Regulations and CC&Rs, which must be made a part of and attached to the lease, and
  - B. be acknowledged in writing by the lessee.
3. All Owners who lease their condominiums shall promptly notify the Secretary or Association Manager in writing with:
  - A. copy of the first and last pages of the Lease together with
    - a. an acknowledgement the Lessee has received the Rules and Regulations and CC&Rs, and
    - b. remit to the Association the required turnover fees,
    - c. a copy of the Bayview Rental Application for every tenant occupying such condominium, and
    - d. address, email, and telephone number where such Owner can be reached.
4. Each Owner shall be responsible for compliance with the provisions of the Rules and CC&Rs by his or her tenants and shall pay the penalties imposed pursuant to the Rules and CC&Rs for any violation thereof by his or her tenant(s). The Owner shall be liable for any and all damages and costs incurred by the Association due to their tenants and their tenant's guests.
5. By becoming a tenant, each tenant agrees to be bound by the Rules and CC&Rs, and recognizes and accepts the rights and power of the Association to evict a tenant for any violation by the tenant of the Rules and CC&Rs. Any failure of the tenant to comply with the Rules and CC&Rs shall be a default under the lease, regardless of whether the lease so provides. In the event of any such default, the Owner immediately shall take all actions to cure the default including, if necessary, eviction of the tenant. The Association will give the Owner notice and a hearing as provided in the Bylaws before the Association may

file for eviction.

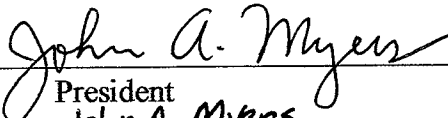
6. If any Owner, acting as a landlord or tenant is in violation of the provisions of the Rules and CC&Rs, the Association, after reasonable notice to the Owner, may bring an action in its own name and/or in the name of the Owner to have the tenant evicted and/or to recover damages. If the court finds that the tenant has violated any of the provisions of the Rules and CC&Rs, the court may find the tenant guilty of unlawful detainer notwithstanding the fact that the Owner is not a plaintiff in the action and/or the tenant is not otherwise in violation of tenant's lease with the Owner/landlord. For purposes of granting a forcible detainer against the tenant, the Owners and their tenants agree that the lease was made for the express benefit of the Association. The remedy provided by this subsection is not exclusive and is in addition to any other remedies that the Association has. The Association may recover all its costs, including court costs and reasonable attorneys' fees, and such costs and fees shall also be enforceable by a reimbursement assessment.
7. The Board of Directors shall have the authority, in cases they determine to be hardships, to grant relief from this Addendum. This granting shall be determined on a case-by-case basis.
8. In the event an Owner shall fail to maintain his or her Unit and the improvements therein as required herein, the Association's agents may, after notice and a hearing as provided in the Bylaws, enter the Unit and perform the necessary maintenance. The cost of such maintenance shall immediately be paid to the Association by the Owner of such Lot, and may be enforced by a reimbursement assessment.

#### CERTIFICATION

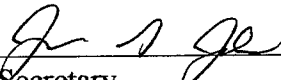
KNOW ALL MEN BY THESE PRESENT;

The undersigned parties, President and Secretary of the **Bayview Condominium Association, Inc.** hereby certify that the above and foregoing was adopted by said Association by vote on **December 19, 2013**, and that this now constitutes an amendment to the Declarations of Covenants, Conditions and Restriction of said Association.

Dated: 12/24/2013

  
\_\_\_\_\_  
President  
John A. Myers

Dated: 12/29/2013

  
\_\_\_\_\_  
Secretary  
Jean T. Joh