

ARCHITECTURAL GUIDELINES

INTRODUCTION TO THE ARCHITECTURAL GUIDELINES

These Architectural Guidelines are designed with the goal of maintaining the aesthetic beauty, and preserving the safety, value and desirability of University Terrace. By adhering to these Guidelines, which include guidelines and standards for all improvements and sound and noise guidelines, all Buyers will benefit from the beauty and enjoyment of the Community. In accordance with the CC&Rs and these Architectural Guidelines, a Buyer shall submit the proposed improvements to the Board or, if appointed, the Architectural Committee. The general process set forth in these Architectural Guidelines applies to all Residences, but the guidelines relating to the types of Improvements requiring approval may differ for the different types of Residences. Once the Board has approved a proposed improvement, the proposal must then be submitted to Stanford Faculty Staff Housing for approval in accordance with the Ground Lease.

Prior to making any Improvements to your Residence, you must first submit a complete Home Improvement form and submittal package to the Property Management Company for review of completeness, after which the application will go to the Board or the Architectural Committee. After receiving written approval from the Board and from Stanford and complying with any requirements of applicable city/governmental agencies, you may install your Improvements, or undertake your approved action. Please review these “Architectural Guidelines” prior to completing your application form to ensure your submittal is complete. In the event of a conflict between these Architectural Guidelines and the CC&Rs and/or Ground Lease, the Ground Lease shall prevail, then the CC&Rs.

It is recommended that you also refer to the CC&Rs in conjunction with these Architectural Guidelines to insure a complete understanding of the submittal and review process. If at any time you have any questions regarding the review process, please contact the Property Management Company.

PURPOSE

These Architectural Guidelines are not intended to restrict individual creativity or personal preference, but rather to assure and preserve the value, desirability, attractiveness and architectural integrity of the Community.

SUBMITTAL OF APPLICATION FOR ARCHITECTURAL APPROVAL

Submittal of Application: Prior to the commencement of any addition, alteration, construction work or other Improvements, you must first submit an application to the Property Management Company for approval of such work in accordance with the procedures set forth below. The following is intended to describe some of the Improvements which require approval by the Board. Even though a proposed Improvement may not be listed below, you should submit an application for your proposed Improvement, unless the CC&Rs or Architectural Guidelines specifically exempts that particular Improvement from architectural review. **PLEASE NOTE THAT NO CHANGES MAY BE MADE TO YOUR RESIDENCE THAT WILL PENETRATE A POST TENSION SLAB.**

1. **Condominiums.** Board approval is required for the following proposed Improvements to Condominiums:

(a) **Interior Improvements:** All interior Improvements to your home which impact or alter any part of the Condominium Association Property or any hard surface flooring require the approval of the Board.

(b) **Electrical, HVAC/Heat and Plumbing:** New installations or changes to any originally installed electrical, HVAC/heating require approval by the Board.

(c) **Exterior Changes or Additions:** Any changes or additions to the balconies including, but not limited to, patio covers, windows, screens, sunshades, awnings, walls, doors, railings and gates, require approval by the Board. When installing window coverings in your Condominium, do not nail or drill into the window frames or casing. All window coverings should be attached to the wall. Window coverings should always be installed into the header of the window, never into the mullions or directly into the window frame as this will void your window warranty. When drilling holes for your window coverings your drill should be vertical pointing upwards into the header.

(d) **Improvements on Balconies:** All landscaping within any balcony or patio requires approval by the Board.

(e) **Entry Door Hardware:** Buyers shall not remove or replace any hardware on any entry doors without the prior approval of the Board.

2. **Single Family Homes and Attached Single Family Homes.**

(a) **Exterior Changes or Additions:** Any changes or additions to the exterior of the Residence including, but not limited to, patio covers, windows, screens, sunshades, awnings, walls, doors, railings and gates, require approval by the Board.

(b) **Interior Changes.** Any changes to the interior of the Residence.

(c) **Landscaping or Changes in Grade.** Any changes or additions to the landscaping in the yard surrounding the Residence and any change in the grade of the yard which would impact the drainage of the yard.

Shared Improvements in Attached Single Family Homes. Any change or modification to the Shared Improvements.

Failure to Obtain Approval: It is important that you obtain the required approvals before making any alterations or improvements so that you are not in violation of the Governing Documents and/or Ground Lease. Please also remember that a building or other permit may be required by the County or City Building Department, or other governmental agencies prior to the commencement of any work. Buyers may be fined in accordance with the Schedule of Fees for a violation of these Architectural Guidelines.

ARCHITECTURAL REVIEW SUBMITTAL REQUIREMENTS

Send requests to:

University Terrace at Stanford Homeowners Association
Attention: Board of Directors
c/o Seabreeze Management Company
2500 Columbia Street
Palo Alto, CA 94304

Phone: (650) 724-0815

ARCHITECTURAL REVIEW PROCESS AND PROCEDURES

Application for Approval: All applications for any Improvements requiring approval by the Board must be submitted in writing (“**Home Improvement Form**”), together with the items described below (“**Submittal Package**”).

Delivery of Submittal Package: The Submittal Package and any resubmittals should be delivered in a manner where receipt for delivery can be obtained. This may include personal delivery, overnight courier or any method where the Property Management Company acknowledges receipt of the Submittal Package in writing.

Submittal Package: In order to expedite the approval process, the Submittal Package for any Improvements (other than deck furnishings and window coverings) must include three (3) sets of each of the following:

- Home Improvement Form
- Plans and specifications showing the location, nature, kind, shape, height and materials, including the color and any other requirements set forth herein (“**Plans and Specifications**”), clearly indicating all proposed modifications
- Floor plans, if you are requesting permission to remove or relocate a wall
- Description of materials and colors and material samples
- A proposed construction schedule (including proposed start and completion dates)
- Certificates of insurance (including contractors exclusions and proof of valid workers compensation insurance)
- Permits and licenses, if applicable
- An Application Processing Fee (as set forth on the current Fee Schedule attached to this Handbook).
- Names, addresses and phone numbers of all contractors and subcontractors who will work on the project.

The Board will not be able to review your application unless all required plans, forms, fees and information for your proposed Improvement(s) are included in your Submittal Package.

Submittal Package Review Fees:

1. **Application Processing Fee:** Each Buyer must pay an application processing fee in an amount established by the Board (“**Application Processing Fee**”). The Application Processing Fee is payable to “University Terrace at Stanford Homeowners Association.”

2. **Outside Consultant Fee:** The Board may also require a Buyer to pay any fees, costs or expenses associated with the review and approval of the Buyer's Plans and Specifications by an Outside Consultant or any costs associated with the review of the Plans and Specifications by an architect on the Architectural Committee, if any. Any structural improvements must be approved by a licensed architect, sound engineer and any other person reasonably required evaluating the design.

3. **Additional Fees:** Additional fees may be imposed if necessary, based upon the complexity or scope of the Submittal Package and/or to retain consultants. If such fees are determined necessary, you will be notified by the Property Management Company and you will be required to submit the additional fee(s) within ten (10) days of the request.

Review of Application: The Property Management Company shall, upon behalf of the Board, review the Submittal Package to ensure that it contains all of the information and fees required.

If the Submittal Package is complete, the Property Management Company will forward the Submittal Package to the Board. The Property Management Company may determine and notify the Buyer that, based upon the proposed Improvements or the complexity of the proposed Improvements, additional review fees will be required. The Submittal Package will not be submitted to the Board unless the Submittal Package is completed and until such fees are paid. Failure to submit a complete Submittal Package and include the appropriate fees with the Submittal Package will constitute an incomplete application, and the application will be returned to you for completion prior to review by the Board.

The Board will review the Submittal Package and will provide written notification of approval, approval with conditions, or disapproval of the proposed modifications to the Property Management Company. The Property Management Company will then provide written notice of the actions taken by the Board within forty-five (45) days from the receipt of the complete Submittal Package along with one (1) set of the Submittal Package, appropriately marked with the Board's action. If you fail to receive notice of the action by the Board within the forty-five (45) day period, then you shall have the right to deliver a reminder notice to the Board and Property Management Company. If you don't receive a response within fifteen (15) days after delivery of your reminder notice to the Board and the Property Management Company, the Submittal Package will be deemed disapproved.

If your proposal is not approved, or returned as incomplete, a revised Submittal Package may be submitted. Provided the re-submittal is prompt, and does not constitute a substantially revised proposal, the Board will attempt to review the re-submitted application within the initial sixty (60) day period. If the re-submittal is not prompt or includes substantially revised Plans and Specifications, an additional fifteen (15) days may be required to complete the Board's review.

A construction deposit shall be required. Provided no damage is incurred in the Association Property during the course of construction, the deposit amount is subject to refund to the Buyer.

Diligence in Construction: Upon final approval of the Submittal Package, approval by Stanford Faculty Staff Housing and by any applicable governmental authorities, the Buyer shall promptly commence construction and diligently pursue completion of the construction in conformance with the construction schedule.

GENERAL CONDITIONS

Approval by the Board does not constitute waiver of the requirements of any governmental agencies. Architectural approval of plans does not constitute acceptance of any technical or engineering

specifications, and the University Terrace Homeowners Association assumes no responsibility for such. The function of the Board is to review submittals for architectural design of Improvements, placement of Improvements, color schemes, exterior finishes and materials and similar features which are recommended for use in the Community. All technical and engineering matters are the responsibility of the Buyer. In addition to the restrictions set forth in the CC&Rs, Ground Lease and the Handbook, each Buyer shall also comply with the following restrictions and guidelines:

1. **Building Permits**: Building permits may be required for certain Improvements or changes. The applicant shall obtain Board approval of any Improvements requiring a building permit, and Stanford Faculty Staff Housing prior to requesting such permit from the City.
2. **Damage to Association Property**: You are responsible for any damage to the Association Property as the result of any modification to your Residence. All applicable charges for restoration will be charged back to you by the Association and are due and payable within thirty (30) days from notification.
3. **Effect of Approval**: Approval of plans is not authorization to proceed with Improvements on any property other than the Residence owned by the applicant.
4. **Building Code Requirements**: It shall be your responsibility to ensure that proposed modifications shall be consistent with applicable building code requirements. No Improvements will be permitted that could impair the structural integrity or mechanical systems of the Community, or lessen the support of any portion of the Community.
5. **Zoning**. All uses shall be in conformity with the zoning ordinances of the City.
6. **Structural Alterations**. No alterations to the Association Property or Condominium Association Property shall be made and no plumbing, electrical or other work which would result in the penetration of the unfinished surfaces of the ceilings, walls or floors shall be performed without the prior written consent of the Board.
7. **Mechanic's Liens**. You may not cause or permit any mechanic's lien to be filed against the Community for labor or materials alleged to have been furnished or delivered to the Community or your Residence, and if you do so, you shall immediately cause the lien to be discharged within five (5) days after notice from the Board. If you fail to remove such mechanic's lien, the Board may, discharge the lien and charge a Compliance Assessment for such cost of discharge.
8. **Concrete Walls or Slabs**. Unless formally approved in writing by the Seller, the Board or the Architectural Committee, if any, you shall not drill, penetrate or otherwise tamper with the concrete or other structural components of the Community, including the balconies.

REQUIREMENTS FOR CONTRACTORS

9. **Insurance and Contractor's License**: You shall ensure that all contractors, subcontractors, or any other person or entity who/which performs work on or within the Community, provides proof of liability insurance, proof of valid workers compensation insurance, a California State Contractors License (if applicable) and a Palo Alto Business License (if applicable) to the Board. The Association, the Property Management Company and the Seller, "The Board of Trustees of the Leland Stanford Junior University" shall be named as additional insureds on the Certificates of Insurance for the period of time the work is in progress.

10. **Registration of Work**: All contractors, subcontractors, or any other persons who perform work on or within the Community, shall provide prior notice to the Property Management Company. A representative of the Property Management Company has the right to accompany the person or persons performing the work and take photographs of the condition of the Association Property prior to the commencement of the work, during the work and after completion of the work.
11. **Damage**: Any damage caused by contractors or sub-contractors to any Association Property or other Residences is the Buyer's responsibility. Any damage must be reported immediately to the Property Management Company. The Buyer will be held liable for the actions of his/her contractors, subcontractors and/or workers and the Buyer will be responsible for any costs of repair incurred by the Association. Such costs may be the subject of a Compliance Assessment pursuant to the CC&Rs.
12. **Protecting Floor Areas and Elevators in Condominium Buildings**: The elevator and common floor areas in the Condominium Buildings must be protected with padding during any work which could cause damage. The protective coverings must be removed by 6:00 P.M. each day. The Board or the Architectural Committee may require an additional fee to cover the cost of performing daily clean-up of Association Property if not satisfactorily completed by the resident or contractor.
13. **Trash and Debris**: All trash and construction debris must be carried off-site on a daily basis. Trash receptacles in the Association Property may not be used for disposing of construction or installation debris. Contractors may use the trash dumpsters in the Condominium Buildings only with the permission of the Property Management Company, and will be charged a fee for placing construction materials in the dumpster.
14. **Electrical and Plumbing**: All electrical and plumbing work must be performed by a contractor licensed in the State of California in accordance with authorized Plans and Specifications.
15. **Utility Shutdowns**. Any plan to temporarily disconnect utilities, for any reason, must occur on a date coordinated with the Property Management Company. Unless such temporary disconnection arises from an emergency condition, the notice requesting utility interruption must be received at least ten days prior to the requested shut off date. If any of the Property Management Company staff or Association vendor is used, the Buyer must pay all expenses (including overtime) when using such services.
16. **Working Hours**: Working hours for any Improvements are limited to Monday through Friday, 8:00 a.m. to 5:00 p.m., and Saturday from 9 a.m. to 6 p.m. No work is allowed on Sundays or on the holidays on which construction work is prohibited by the City of Palo Alto. Workers may access the Community thirty (30) minutes before the applicable "Working Hours," but may not make any disruptive noise until "Working Hours" begin. Painting that does not disrupt others and work that does not create disturbing noise, vibrations or odors is not subject to the "Working Hours" limitation.
17. **Conduct by Workers**: Workers shall exhibit proper behavior consistent with the terms of this Handbook, and shall show respect toward residents. Workers are not allowed to bring their pets within the Community and will be denied entry if they have a pet with them. Workers are prohibited from creating nuisance noise unrelated to the construction work. Workers are also

prohibited from eating meals or taking breaks on the grounds in the Association Property. In the Condominium Buildings, workers must perform work such as carpet cutting and tile cutting in an area designated by the Property Management Company. All workers must wear shoes, pants or shorts and shirts with sleeves in the Community at all times.

18. **Stopping Work:** The Association has the right to stop any work that is in violation of these regulations, creates a fire or safety hazard, or interferes with activities in the Association Property.

19. **Fire Safety Devices:** No one shall remove any permanent smoke detectors, carbon monoxide detectors, sprinklers, security speakers or fire safety devices anywhere in or about the Condominium Buildings. If spray paint, sanding, or any other work that could potentially set off the smoke detectors or fire sprinklers will be performed, it is permissible to cover smoke detectors and/or fire sprinklers with plastic (and no other material), but the plastic **must be removed at the end of the each day. A fine may be charged according to the Schedule of Fees, for each smoke detector or fire sprinkler left covered overnight.** Arrangement with the Association c/o the Property Management Company needs to be made in order to cover and protect smoke detectors located in the corridors adjacent to a Condominium. Fire exits may not be blocked at any time.

20. **Equipment:** Contractors must use their own equipment. The use of Association electricity facilities, Association tools and equipment is prohibited. Workers are also prohibited from using or storing their equipment in the Association Property. The Association is not responsible for the disappearance of any tools, equipment or materials left in the Association Property.

21. **Minimizing Dirt, Etc.:** The front door of each Condominium must be kept closed during construction in order to contain dust, dirt, noise, paint fumes, etc. It is highly recommended that the Condominium front door be protected while work is completed to prevent dings and dents.

22. **Buyer Responsibility:** As the Buyer, you are responsible for any violations by your contractor or subcontractors of the Architectural Guidelines, the Ground Lease, the Association Rules and the CC&Rs.

COMPLIANCE WITH REQUIRED PROCEDURES

If any architectural change is made without the approval by the Board or any violation of the Architectural Guidelines occurs, the Board may deliver written notice of violation to the Buyer. The violation notice shall specify a time period which the Board reasonably determines is necessary for removal of the non-conforming Improvement. Upon receipt of the violation notice, the Buyer remove the non-conforming Improvement within the time period specified in the violation notice or make an appeal to the Board in writing (if an Architectural Committee is formed, violation notice appeals should still be made to the Board). If a Buyer fails to file an appeal within fifteen (15) days of the receipt of the notice of violation, the Buyer shall have waived any right to appeal.

Upon receipt of a written appeal, the Board shall, if there is a fine schedule adopted by the Board, stay the enforcement of the fine or imposition of any further fines until an appeal hearing has been concluded. Within thirty (30) days of a request for a hearing, the Board shall schedule an appeal at a time and date to be determined by the Board. The appeal hearing shall be conducted in an informal manner and the Buyer shall have the opportunity to present any information or evidence to have the fine excused or

mitigated. The decision of the Board shall be final.

DISAPPROVAL BY THE ARCHITECTURAL COMMITTEE (APPEAL)

If the Architectural Committee is appointed and the Architectural Committee disapproves any application or approves any application with conditions, the party or parties making such application may appeal in writing to the Board. The Board must receive the written request for appeal not more than thirty (30) days following the disapproval decision of the Architectural Committee. Within thirty (30) days following receipt of the written request for appeal, the Board shall render its written decision. The failure of the Board to render a decision within the thirty (30) day period shall be deemed a decision against the appellant. The decision of the Board shall be binding and final.

INSPECTION AND CORRECTION OF WORK

1. **Right of Inspection During Course of Construction:** The Board or its duly authorized representative may enter into any Residence during the course of construction or installation of any Improvements for the purpose of inspecting such construction and/or installation to determine whether it is performed in substantial compliance with the approved Plans and Specifications, the contractor's guidelines and applicable governmental rules and regulations.

The Board may not enter into a Residence without obtaining the prior permission of the Buyer; provided, however, that such permission shall not be unreasonably withheld and shall be given for entry by the Board during the daylight hours within forty-eight (48) hours of the request for entry.

2. **Notice of Completion:** Upon the completion of any construction or reconstruction or the alteration or refinishing of any Improvements, or upon the completion of any other work for which approved Plans and Specifications are required, the Buyer shall give written notice of the completion to the Board.
3. **Inspection:** Within thirty (30) days thereafter, the Board, or its duly authorized representative, shall have the right to enter into the Residence, as provided in the CC&Rs, to inspect such Improvement to determine whether it was constructed, reconstructed, altered or refinished to substantial compliance with the approved Plans and Specifications. If the Board finds that such construction, reconstruction, alteration or refinishing was not done in substantial compliance with the approved Plans and Specifications, it shall notify the Buyer in writing of such non-compliance specifying particulars of non-compliance, and shall require the Buyer to remedy such non-compliance.

ARCHITECTURAL STANDARDS

The standards set forth below shall apply to Improvements within the Community. These standards are in addition to the standards set forth in the Association Rules and the other Governing Documents.

STANDARDS APPLICABLE TO ALL RESIDENCES

1. Drainage

There shall be no interference with the established drainage patterns, level, or grade over any balcony, private yard or Association Property unless an adequate alternative provision is made for proper drainage and written approval is obtained from the Board. The installation of any tile or other flooring material on balconies is strictly forbidden as it will interfere with proper drainage.

2. Lighting (Exterior)

No exterior electrical, gas or other artificial exterior lighting shall be installed, other than lighting initially installed by Seller.

3. Water Supply Systems

No individual water supply, sewage disposal or water softener system shall be permitted in any Residence, unless such system is designed, located, constructed and equipped in accordance with the requirements, standards, and recommendations of any water district having jurisdiction, the City, the Board and all other governmental authorities with jurisdiction.

4. Window Coverings and Treatments

(a) Except for tinting that is part of the original construction of the Residence, window tinting is prohibited.

(b) Each Buyer shall, within ninety (90) days after the commencement of the Ground Lease for the Buyer's Residence, where appropriate, install window coverings. All window coverings must be of a neutral color. Window coverings may consist of draperies, shades or shutters. Aluminum foils or other reflective materials, bed sheets, papers, and the like may not be applied to windows, at any time.

5. Metal. Exterior wrought iron or metal bars are prohibited.

6. Screen Doors. Unless installed by the Seller, exterior screen doors must be approved by the Board.

STANDARDS APPLICABLE TO CONDOMINIUMS

1. Balconies and Patios:

(a) **Outdoor Furniture:** Outdoor furnishings must be in good condition. These furnishings must be equipped with protective leg caps or other devices to prevent damage to the floor of the balcony. Additionally, none of these furnishings or other Improvement shall be nailed, bolted, or otherwise attached to the floor, walls, or any other portion of the balcony.

(b) **Plants:** Vegetation that extends beyond the railings, fences, walls and/or other boundaries of the balcony is prohibited.

(c) **Awnings, Etc.:** Awnings, ornamental screens, and sunshades shall not be permitted on any structure or elsewhere within the Community except those that are installed in accordance with the original construction of the Community or as authorized or approved by the Board.

(d) **Failure to Maintain.** Any Buyer who fails to maintain their Residence, balcony or yard in accordance with the Maintenance Manual will be fined in accordance with the Schedule of Fees for each incident for which they have been noticed by the Association.

2. Barbecues:

Barbecues or other open flames are not allowed on the balconies or patios. Only electric grills may be used in these areas.

3. Structural Load Changes:

The Condominium Buildings are designed to support a residential floor live load as outlined in the California Building Code, Table 16A, Item 12. Additionally, they have been designed to allow for flooring materials (all material installed above the concrete slab) weighing up to 5 pounds per square foot (psf). Any modifications to a Condominium that might increase the floor loading must be approved by a structural engineer and the Board. These items include, without limitation, changes in flooring (i.e., installation of flooring which exceeds 5 psf such as ceramic tile, marble, granite, hard wood, etc.) and the placement of heavy furnishings such as pool tables, grand and baby grand pianos and very large potted plants or trees.

4. Flooring:(a) **Submittal Requirements:**

Except for those floors installed by Seller, no Condominium Buyer shall install flooring (including without limitation tile or hardwood floors) or replace any flooring (including any hardwood flooring originally installed by Seller) unless the prior approval of the Board has been obtained. Any installation of hardwood flooring permitted by the Board must include a sound control underlayment system that is the same as what is provided by the Seller. Installation of such sound control underlayment system shall include provisions for a perimeter insulation material which will ensure that impact noises are not transmitted into the Condominiums below the floor either directly through the floor or by going around the floor and through the surrounding walls.

(b) **Guidelines:**

- Standard Terms and Conditions and IIC (Impact Insulation Class) will be approximately 58 for carpet and pad.
- Standard Terms and Conditions and IIC (Impact Insulation Class) will be a minimum of 60 for wood or tile.
- All floor areas within a Condominium shall be covered with materials designed to minimize noise transmission. The installation of carpet must also include the installation of padding if the Condominium is situated on any floor above any other Condominiums or Association Property.
- If a carpeted area is being replaced with hardwood flooring, the replacement flooring must be equal to or greater than the IIC (Impact Insulation Class) of 55.

ADDITIONAL REQUIREMENTS FOR HARD SURFACE FLOORING

1. Submittal Requirements:

The Buyer of any Condominium wishing to install a hard surface floor must submit to the Board the following:

(a) A construction drawing clearly indicating the type of flooring to be installed and the underlayment to be provided to mitigate against impact noises such as footfalls. The drawing must clearly identify all materials, their composition and thickness.

(b) A plan view drawing of the hard surface flooring area indicating the location of all adjacent partitions, cabinets, etc., with referenced details indicating the method of isolating the hard surface flooring along the entire perimeter.

(c) A copy of the installation instructions from the acoustical floor underlayment manufacturer.

(d) The name, qualifications, and experience of the contractor who will install the hard surface flooring and acoustical underlayment with a listing of his or her experience in the installation of floors utilizing impact insulation materials.

(e) The proposed individual(s) who will oversee the installation in order to verify that the installation is in accordance with the manufacturer's requirements.

SOUND ATTENUATION IN CONDOMINIUMS AND ATTACHED SINGLE FAMILY HOMES

In any multi-family dwelling, sound may be audible between Condominiums, particularly where the sound level of the source is sufficiently high and the background noise in an adjacent Condominium is very low. Each Condominium Buyer shall endeavor to minimize any noise transmission from his or her Condominium. The same guidelines apply to the Shared Wall System in an Attached Single Family Home.

2. Guidelines:

(a) No holes or other penetrations shall be made in demising walls (party walls) without the prior approval of the Board. No penetrations of any sort shall be made in the ceiling of any Condominium. Acoustical sealant shall be packed around all holes made by nails or screws when

hanging items from the wall.

(b) No modifications shall be made to any Condominium which would result in a reduction in the minimum impact insulation class of the Condominium.

(c) Speakers for music reproduction, television and other audio-visual devices shall not be supported from or contact demising walls and shall be elevated from the floor by a proper acoustic platform.

(d) Pianos shall have at least ½ inch neoprene pads under the supports to minimize vibration transmission into the structure.

(e) All furniture placed on hard surface flooring shall contain rubber castors or felt pads to minimize noise and vibration.

SIGNS

1. Requirements:

No sign or advertising device shall be displayed on or in a Residence which is visible from the exterior of the Residence, except as permitted by Applicable Laws.

2. Guidelines:

Only non-retail signs permitted by Applicable Laws are allowed within the Community.

UNIVERSITY TERRACE AT STANFORD

MOVE-IN/MOVE-OUT PROCEDURES

SINGLE FAMILY HOME - MOVE-IN/MOVE-OUT PROCEDURES

All moves must be scheduled with Management

PRIOR TO YOUR MOVE

TO INSURE PROPER SCHEDULING FOR YOUR MOVE, PLEASE CONTACT THE PROPERTY MANAGEMENT COMPANY AT YOUR EARLIEST OPPORTUNITY TO RESERVE A TIME(S) FOR YOUR MOVE-IN/MOVE-OUT. At that time you should review any-questions that you might have regarding these Move-In/Move-Out Procedures. You must also submit a Move-In/Move-Out Agreement which may be obtained from the Property Management Company prior to your move.

SCHEDULING

Each Buyer must schedule their move-in or move-out date at least five (5) days prior to their move. You accept total responsibility for the cost of any damage, repair, clean up as a result of your move.

AN ADDITIONAL CHARGE SPECIFIED IN THE SCHEDULE OF FEES MAY BE LEVIED IF A MOVER OR SINGLE FAMILY HOME BUYER ATTEMPTS TO BEGIN A MOVE IN/OUT WITHOUT A PRIOR RESERVATION.

PARKING

If you are using a professional moving company, be sure to inform them that it will be necessary to park large moving trucks in the areas coordinated by the Property Management Company. If you have any questions or concerns about the size of the vehicle you intend to use, please discuss this matter with the Property Management Company PRIOR to the day of your Move-In. DO NOT BLOCK NEIGHBORS DRIVEWAYS AND OR INGRESS/EGRESS FROM THEIR HOME WITHOUT PERMISSION. Per the Palo Alto Fire Department the Association is required to have unobstructed access in and out of all the streets in the community.

INITIAL MOVE-IN

1. Your Moving Company

Please choose your moving company carefully! You, as the Buyer, are fully responsible for any damage done to the Association Property during your move. Because of this liability it is important that the moving company carry its own insurance for such damage. If you choose a moving company that is not on the University Terrace list of pre-approved movers, you will be required to obtain a Certificate of Insurance from the moving company that names the Association, the Property Management Company and The Board of Trustees of the Leland Stanford Junior University as additional insureds.

1. After Moving In

- (a) **Boxes and Packing Materials**

At the end of the move the street must be cleared of all debris. All trash and debris must be carried off-site on a daily basis by your moving company. All other packing materials must fit within the

recycling and trash bins provided by Palo Alto Utilities for disposal. Carboard boxes may not be stored in the yard for pickup. Keep these materials inside your garage until they can be picked up and disposed.

Any Buyer who disregards this regulation by leaving packing materials and boxes in the common areas will be fined \$150 and required to cover the cost of having a contractor remove this nuisance and fire hazard.

Please contact the Property Management Company for further details.

Please remember the intent of these guidelines is to assure the enjoyment of all and to minimize damage to the Association Property. Thank you for your efforts and consideration.

CONDOMINIUM BUILDINGS - MOVE-IN/MOVE-OUT PROCEDURES

PRIOR TO YOUR MOVE

TO INSURE PROPER SCHEDULING FOR YOUR MOVE, PLEASE CONTACT THE PROPERTY MANAGEMENT COMPANY AT YOUR EARLIEST OPPORTUNITY TO RESERVE A TIME(S) FOR YOUR MOVE-IN/MOVE-OUT. At that time you should review any-questions that you might have regarding these Move-In/Move-Out Procedures. You must also submit a Move-In/Move-Out Agreement which may be obtained from the Property Management Company prior to your move.

MOVING FEE AND SCHEDULING

Each Buyer must schedule their move-in or move-out date at least five (5) days prior to their move. During the initial occupancy of the Community, there will be no move-in charge. However, if a Buyer uses any other moving vendor or method besides the Association's preferred vendor, a deposit in the amount specified in the Schedule of Fees will be required. When moving out of your home, at the time you schedule your move, you must sign the Move-In/Move-Out Agreement stating that you understand that a non-refundable fee and a deposit as set forth in the Schedule of Fees must be delivered to the Property Management Company five (5) working days prior to the scheduled move. A pre-move inspection of the Association Property will be completed by the Property Management Company before your move begins. The deposit is applicable to all damage, repair, cleaning, losses or other liabilities and charges incurred as a result of the move. Additionally, you accept total responsibility for the cost of any damage, repair, cleaning, losses or other liabilities that may exceed the amount of the fee. Such costs may be the subject of a Compliance Assessment pursuant to the CC&Rs. Condominium Moving Fee (as set forth on the current Fee Schedule attached to this Handbook) are charged for each move in or out Monday through Friday 9 a.m. to 5 p.m. On the weekends, the Association is required to compensate the janitorial company for performing pre-move and post-move inspections. The weekend Move-In or Move-Out fee is also set forth on the current Fee Schedule attached to this Handbook. If you exceed the duration of your move-in or move-out slot, you will be required to pay an overtime fee.

AN ADDITIONAL CHARGE SPECIFIED IN THE SCHEDULE OF FEES MAY BE LEVIED IF A MOVER OR CONDOMINIUM BUYER ATTEMPTS TO BEGIN A MOVE IN/OUT WITHOUT A PRIOR RESERVATION.

TIMES YOU MAY MOVE

Move-ins/Move-outs will be conducted everyday between 9:00 a.m. and 5:00 p.m. daily, in 4-hour time slots, except for the following Holidays: New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, Yom Kippur and Christmas Day. During the initial leasing of the Community only, the move-ins will also be permitted on Sundays. An appointment to schedule a Move- In or Move- Out of a Condominium Building must be made seven (7) working days in advance of the move to insure access to the elevator within a specific timeframe and day. Please call the Property Management Company to schedule moves and deliveries and to obtain an access key from the Property Management Company. Unscheduled moves will not be allowed use of the elevator. **Please take note that should the elevator be needed for ADA access, priority will be given to the person(s) requiring the ADA access.**

PARKING

If you are using a professional moving company, be sure to inform them that it will be necessary to park large moving trucks in the areas coordinated by the Property Management Company. As certain areas must be kept free of parked vehicles, it is essential that the arrival time of moving vans be confirmed with the Property Management Company. If you have any questions or concerns about the size of the vehicle you intend to use, please discuss this matter with the Property Management Company PRIOR to the day of your Move-In. No moving vans or trucks are permitted in the Parking Garage.

INITIAL MOVE-IN

2. Your Moving Company

Please choose your moving company carefully! You, as the Buyer, are fully responsible for any damage done to the Association Property during your move. Because of this liability it is important that the moving company carry its own insurance for such damage. If you choose a moving company that is not on the University Terrace list of pre-approved movers, you will be required to obtain a Certificate of Insurance from the moving company that names the Association, the Property Management Company and The Board of Trustees of the Leland Stanford Junior University as additional insureds.

If you plan to move from out of state, please either use a destination (local) agent for the company or instruct the driver to call the Property Management Company **a minimum of five (5) working days in advance** to coordinate the time of arrival and to insure availability of the elevator.

Buyers who wish to move in without using a professional moving company may do so provided they meet all the requirements of the moving companies, i.e., scheduling the elevator seven (7) days in advance of the move. Please see the attached Move-In/Out Delivery Agreement for current deposit fee for self-moves.

The elevator can be reserved for your movers for up to a four (4) hour block of time. In order to allow the elevator to be held to one floor, the mover must register with the Property Management Company.

THE ASSOCIATION WILL PROVIDE PROTECTIVE COVERING FOR THE ELEVATOR FLOORS AND CAB WALLS DURING THE MOVING PROCESS. IT IS THE MOVER'S RESPONSIBILITY TO INSURE THAT THESE COVERINGS ARE IN PLACE PRIOR TO BEGINNING THE MOVE.

NO MOVES WILL BE PERMITTED IF THE PROTECTIVE COVERINGS ARE NOT FULLY IN

PLACE.**THE BUYER IS RESPONSIBLE FOR ALL COSTS FOR REPAIRS NECESSITATED BY THE MOVE.**

Please provide the moving company with a copy of the attached **Move-In/Move-Out Procedures** which may be obtained from the Property Management Company so that they have a clear understanding of the Community's moving requirements.

3. Suggestions for Moving Preparation

(a) **Make a Plan.** You will save time and money if you plan the location of your furniture in your new home before it is delivered by the moving company.

(b) **Be sure you know the following:**

- Your Condominium number or address.
- Your intended Ground Lease commencement date does not ensure you a time slot for a move-in on that date.
- The day, date and the block of time you are assigned for the move-in/move-out and have verified this with your moving company.
- The size of the elevator and hallways. **THE FINISH ON THE ELEVATOR AND HALLWAY WALLS IS EASILY DAMAGED AND EXPENSIVE TO REPAIR.** Measure your large items to be sure they fit through the standard door openings and elevator.

4. After Moving In

(a) **Boxes and Packing Materials**

At the end of the move the hallways and elevator must be cleared of all debris. All trash and debris must be carried off-site on a daily basis by your moving company. The trash dumpsters may not be used for disposing of debris.

Any Buyer who disregards this regulation by leaving packing materials and boxes in the hallways will be fined \$150 and required to cover the cost of having a contractor remove this nuisance and fire hazard.

Please contact the Property Management Company for further details.

5. Post Moving Inspection

Following your move-in/move-out, a Property Management Company representative will complete a post-move inspection of the Association Property.

6. Future Moves/Deliveries

In the event that you find it necessary to move or have any items delivered that require two (2) or more persons to transport, you must file the Move-In/Move-Out Agreement with the Association prior to such

a move or delivery and schedule the delivery/move with the Property Management Company in advance. A walk-through before and after the move will be made with the individual or individuals making the move or delivery.

Please remember the intent of these guidelines is to assure the enjoyment of all and to minimize damage to the Association Property. Thank you for your efforts and consideration.

UNIVERSITY TERRACE AT STANFORD

FORMS

FORMS

UNIVERSITY TERRACE HOMEOWNERS ASSOCIATION

MOVE-IN/OUT DELIVERY AGREEMENT

Instructions:

Buyers, please sign the Agreement and deliver in person by fax or email to the Property Management Company. No moves or deliveries will be permitted without a signed agreement on file with the Property Management Company.

I have read the Move-In/Move-Out Procedures for University Terrace. For deliveries and any initial move after the completion of construction no move-in fees will be required. For other (subsequent) moves, a deposit of \$750 shall be required, of which \$500 shall be refundable if there is no damage to the common areas caused by the move and \$250 moving fee shall be a non-refundable (checks must be payable to University Terrace Homeowners Association) to the Property Management Company at least (5) working days prior to the date of your move-in/out or delivery.

I understand and agree that if any damage is incurred as a result of my move or delivery, I accept total responsibility for the cost of any damage, repair, cleaning, losses or other liabilities. I further understand and agree that if my move or delivery requires more than the allotted time, it may be interrupted or delayed to allow other scheduled Moves or deliveries to undertake their scheduled work/or postponed to the next business day(excludes Holidays), based on the judgment of the Property Management Company.

AN ADDITIONAL CHARGE OF FIVE HUNDRED DOLLARS (\$500) WILL BE LEVIED IF A MOVER, BUYER OR INVITEE ATTEMPTS TO BEGIN A MOVE IN/OUT WITHOUT A PRIOR RESERVATION.

Buyer/Occupant Name(s)

Address:

Buyer/Occupant Signature(s)

Date

Date

Accepted for University Terrace by:

Name	Position	Date
------	----------	------

Signature	Time
-----------	------

Move scheduled: Date: _____ Time Slot: _____

Moving Company: _____

Moving Company Insurance Provided: ___ yes ___ no

UNIVERSITY TERRACE HOMEOWNERS ASSOCIATION
VIOLATION COMPLAINT REPORT

Name: _____

Address: _____

Daytime Phone Number: _____

DETAILED DESCRIPTION OF INCIDENT (Please give as much information as possible such as date, time, name and address of person(s) involved, damage, location, license # or anything else which may be pertinent.)

If possible, give name and phone number of any potential witness:

- 1. _____
- 2. _____
- 3. _____

Were any photographs taken? YES NO By whom?

Attach all photographs to this form or forward to the Property Management Company as soon as possible. Include photographer's name and date photographs were taken, and the names of any individuals present.

I HAVE MADE THE ABOVE STATEMENTS BASED ON MY PERSONAL KNOWLEDGE AND NOT UPON WHAT HAS BEEN TOLD TO ME. I WILL COOPERATE WITH THE ASSOCIATION AND ITS ATTORNEYS TO PROVIDE ADDITIONAL STATEMENTS OR AFFIDAVITS, AND IN EVENT A HEARING OR TRIAL IS NECESSARY, I WILL APPEAR TO TESTIFY AS A WITNESS.

SIGNATURE

DATE SIGNED

PRINTED NAME

UNIVERSITY TERRACE AT STANFORD HOMEOWNERS ASSOCIATION
C/O
SEABREEZE MANAGEMENT COMPANY

UNIVERSITY TERRACE HOMEOWNERS ASSOCIATION

NEIGHBOR AWARENESS - SINGLE FAMILY HOMES

THE INTENT OF THIS FORM AND ARCHITECTURAL APPLICATION IS TO ADVISE YOUR ADJACENT NEIGHBORS OF YOUR PROPOSED EXTERIOR IMPROVEMENTS. ANY NEIGHBORS WHO MAY REASONABLY BE AFFECTED BY THE IMPROVEMENTS MUST BE NOTIFIED. THE OPINIONS OF ADJACENT NEIGHBORS WILL BE CONSIDERED, HOWEVER, SUCH OPINIONS ARE BY NO MEANS DISPOSITIVE ON THE ULTIMATE DECISION OF THE BOARD. THE BOARD AND/OR ARC SHALL CONVENE TO DISCUSS PROPOSED IMPROVEMENTS. THIS SECTION MUST BE COMPLETED AND SUBMITTED WITH THE COMPLETED ARCHITECTURAL APPLICATION.

- 1. _____
- 2. _____
- 3. _____
- 4. _____

(BOARD USE ONLY)

- Approved By The Board
- Approved Subject To Conditions Outlines Below
- Denial For Reason Listed Below

MEMBER SIGNATURE DATE SIGNED

MEMBER SIGNATURE DATE SIGNED

BOARD AND/OR ARC SIGNATURE DATE SIGNED

BOARD AND/OR ARC SIGNATURE DATE SIGNED

UNIVERSITY TERRACE HOMEOWNERS ASSOCIATION

NEIGHBOR AWARENESS - CONDOMINIUMS

THE INTENT OF THIS FORM AND ARCHITECTURAL APPLICATION IS TO ADVISE YOUR ADJACENT AND IMPACTED NEIGHBORS OF YOUR PROPOSED IMPROVEMENTS. THIS NEIGHBOR AWARENESS FORM AND THE HOME IMPROVEMENT FORM MUST BE SUBMITTED FOR MODIFICATIONS TO ANY OF THE FOLLOWING:

- Ceiling, wall, or floor surface.
- Ceiling, wall, or floor substrate.
- Mechanical, plumbing, or electrical modifications or improvements.
- Window coverings.

ANY NEIGHBORS WHO MAY REASONABLY BE AFFECTED BY THE IMPROVEMENTS MUST BE NOTIFIED, INCLUDING THOSE DIRECTLY BELOW AND DIRECTLY ABOVE YOU. THE OPINIONS OF THESE NEIGHBORS WILL BE CONSIDERED, HOWEVER, SUCH OPINIONS ARE BY NO MEANS DISPOSITIVE ON THE ULTIMATE DECISION OF THE BOARD. THE BOARD AND/OR ARC SHALL CONVENE TO DISCUSS PROPOSED IMPROVEMENTS. **THIS SECTION MUST BE COMPLETED AND SUBMITTED WITH THE COMPLETED ARCHITECTURAL APPLICATION.**

1. _____
2. _____
3. _____
4. _____

(BOARD USE ONLY)

- Approved By The Board
- Approved Subject To Conditions Outlines Below
- Denial For Reason Listed Below

MEMBER SIGNATURE _____ DATE SIGNED _____

MEMBER SIGNATURE

DATE SIGNED

BOARD AND/OR ARC SIGNATURE

DATE SIGNED

BOARD AND/OR ARC SIGNATURE

DATE SIGNED

UNIVERSITY TERRACE HOMEOWNERS ASSOCIATION

HOME IMPROVEMENT FORM

Submit to: UNIVERSITY TERRACE HOMEOWNERS ASSOCIATION
C/O Seabreeze Management Company

BUYER: _____ DATE: _____

ADDRESS: _____ LOT NO.: _____

TELEPHONE # - DAY _____ EVENING: _____

EMAIL ADDRESS: _____

ORIGINAL APPLICATION: MODIFICATION TO ORIGINAL APPLICATION:

PLAN REVIEW FEE OF \$ _____ ATTACHED, MADE PAYABLE TO UNIVERSITY TERRACE HOMEOWNERS ASSOCIATION

DESCRIPTION OF IMPROVEMENT:

PROPOSED STARTING DATE: _____

PROPOSED COMPLETION DATE: _____

PLEASE NOTIFY THE PROPERTY MANAGEMENT COMPANY OF THE ACTUAL DATE COMPLETED