

TREO MAINTENANCE ASSOCIATION

October 2018

To: All Homeowners of Treo Maintenance Association

From: The Board of Directors

RE: Adopted Solar Panel Policy and Audio/Video Door Bell System Rules

The Treo Maintenance Association Board of Directors has approved to adopt the enclosed Solar Panel Policy and Audio/Video Door Bell System Rules, which was adopted on September 18, 2018.

The purpose and effect of the approved Policy is to comply with Civil Code §4746 and to set forth guidelines and a procedure pursuant to which the Association will process applications from homeowners to install solar energy systems on residential roofs in the community, which roofs are maintained by the Association.

A copy of the adopted Solar Panel Policy and Audio/Video Door Bell System Rules has been enclosed for your convenience. Please keep this copy for future reference.

Thank you for your attention to this matter.

On behalf of the Treo Maintenance Association
Board of Directors

TREO MAINTENANCE ASSOCIATION

Audio/Video Door Bell Systems - One audio/video wired or wireless door bell system ("Improvement") may only be installed where existing door bells are currently located. The Improvement may be attached to the structure in place of the existing doorbell using the existing wiring from the front door bell. Devices that penetrate the stucco are prohibited. The cost for the Association to repair any damage to the building, electrical wiring, or other Association property caused by the installation, maintenance or removal of the Improvement, shall be the homeowner's responsibility.

An Architectural application shall be submitted and prior approval of the Architectural Control Committee obtained prior to installation of the Improvement. In addition, owner shall sign an agreement, including a release of liability and indemnity clause ("Agreement") as part of the application.

The homeowner must remove the Improvement and restore the doorbell to its original condition prior to moving out. If an owner fails to do so and the new homeowner does not wish to have the Improvement, then the new owner shall be responsible for removing/ replacing the doorbell. This rule is in effect as of September 18, 2018. Any homeowner with an existing audio/video door bell system must submit a completed architectural application and sign the Agreement, for retroactive approval.

"OWNER'S AGREEMENT" (to be a part of the architectural submission):

As a condition of installing an upgraded audio-video doorbell ("Improvement") at my unit, located at _____ in the Treo community, I, the undersigned, agree to be responsible for the cost to repair any and all damage to the exterior of the condominium building structure, electrical wiring, and any other Association property caused by or related to my installation, maintenance, repair, replacement or removal of my Improvement. I have read, understand and agree to be bound by the Association's guidelines governing the installation and maintenance of my Improvement, as such Guidelines may be amended from time to time. I further agree to waive and release the Association, its directors, officers, agents and members from any and all claims of loss, damage, or injury, related to my Improvement ("Claims"), and agree to defend and indemnify the Association, its directors officers, agents and members from any and all such Claims.

Date: _____

Signature: _____

"Owner"

TREO MAINTENANCE ASSOCIATION
SOLAR ENERGY SYSTEMS POLICY
(Civil Code Sections 714, 714.1, and 4746)

I. Permissible Types of Solar Energy Systems.

For the purposes of this Policy, the term "solar energy system" is defined in California *Civil Code* § 801.5(a)(1) and (2) and includes any solar collector or other solar energy device whose primary purpose is to provide for the collection, storage, and distribution of solar energy for (a) space heating or cooling or (b) electric generation. Other solar energy devices are not permitted.

II. Architectural Review Procedures.

- 1) Written Request, Plans and Specifications; Prior Approval. Prior to installing a solar energy system, an owner must submit an application and plans to the Association's Board of Directors (and to the Woodbury Community [Master] Association's architectural committee, as applicable) in the same manner and containing the same information as an application for approval of any other architectural modification, addition, or alteration pursuant to the CC&Rs and other Association rules/guidelines, in addition to all other information required in this policy. The Association may request additional information and specifications from the applicant, as needed.
- 2) Decisions in Writing. Any Association decision regarding a solar energy system application shall be in writing.
- 3) Approval may be Conditional. The Association may require as a condition of its approval that the owner install the solar energy system in a different location than originally proposed and/or in a different manner and comply with any other reasonable restriction, as long as the Association's requirements do not exceed the cost and efficiency parameters specified in Section III of this Policy. The Association may also require the installation of a different solar energy system of comparable cost, efficiency, and energy conservation benefits.
- 4) Later Modifications by Association Permissible. After the solar energy system has been installed, the Association reserves the right to require post-installation modifications to the system to address health and safety issues, as well as glare, and other nuisance issues raised after installation.

III. Restrictions on Placement of System and Manner of Installation.

- 1) Location. Solar energy systems must be installed in the least obtrusive location possible that does not significantly increase the cost of the system or significantly decrease its efficiency or specified performance. "Least obtrusive location" means a location where the solar energy system is the least visible and produces the least glare that may be seen from common area.

- a) For solar water heating systems, a significant increase in cost means an amount exceeding 10% of the cost of the originally proposed system; a significant decrease in the system's performance or efficiency means the efficiency of the originally proposed system is reduced by more than 10%.
 - b) For solar electricity generation (photovoltaic) systems, a significant increase in cost means \$1,000 more than the cost of the originally proposed system; a significant decrease in the system's performance or efficiency means the efficiency of the originally proposed system is reduced by more than 10%.
- 2) Restrictions. The Association requires the following:
- a) Least Obtrusive. The solar energy system shall be (i) flat mounted on the roof (as opposed to raised or angle-mounted), and (ii) mounted on the portion of the roof that faces away from streets, as long as efficiency is not unreasonably reduced.
 - b) Ancillary Equipment. To the maximum extent possible, all wiring, piping, lines, and other associated equipment must be installed so as to be the least visible from common area. The Association may require that such components be painted to blend in with the background color of the surface to which they are attached or placed.
- 3) Compliance with Governmental Requirements. All solar energy systems must meet all health and safety requirements imposed by state and local permitting authorities, consistent with Section 65850.5 of the Government Code and successor statute and other applicable law. The solar energy systems must meet all safety and performance standards of the California Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories, such as Underwriters Laboratories. Where applicable, the solar energy systems must comply with the rules of the Public Utilities Commission regarding safety and reliability. The owner shall obtain all required state and/or local permits and other required approvals prior to installation. If the state and/or local authorities require modifications to the plans and specifications previously approved by the Board, the owner shall submit all modifications to the plans and specifications to the Board to reflect the modifications required by the local and/or state authorities. The Board shall have the right to review and to impose further conditions on any such modifications which are not inconsistent with the requirements imposed by the local and/or state authorities.
- 4) Professional Installation. The solar energy system shall be installed by a licensed and insured contractor qualified in the installation and maintenance of solar energy systems. The contractor's insurance policies must contain an endorsement providing coverage of claims arising from work performed in multi-family residential buildings.
- 5) Ownership. The solar energy system shall at all times be owned by and remain the property of the record owner of the respective unit and any such owner of record of the unit will be responsible for the installation, maintenance, repair, replacement, and removal of the solar energy system and all related costs and expenses during the owner's period of record ownership.
- 6) No Removals. The solar energy system application must not require any common area trees or structures to be moved or removed and no such removal will be allowed or required, now or in the future.

- 7) Rooftop Installations. In addition to all other restrictions of this Policy, a proposed installation on the roof of a condominium building shared with other unit owners shall satisfy the following:
- a) Owner shall notify each owner of a unit in the building under the roof upon which the solar energy system is proposed to be installed, and complete a neighbor notification form to be submitted with his/her architectural application.
 - b) The location of the solar energy system shall be limited to that portion of roof located directly above the applicant/owner's residence
 - c) Owner shall maintain a homeowner liability insurance policy and provide the Association with a certificate of such insurance prior to installation of the solar energy system and every year thereafter.
 - d) Owner shall be responsible for all costs of repairing damage to the Association property, common area, exclusive use property, or separate interests resulting from the installation, maintenance, repair, removal or replacement of Owner's solar energy system.
 - e) Owner shall be responsible for all costs of maintenance, repair and replacement of the solar energy system until it is removed and for the restoration of the Association property, common area, exclusive use property, or separate interests after removal.
 - f) Owner shall be responsible for any additional costs for the Association's to maintenance, repair, and replacement that portion of the roof upon which any portion of the solar energy system is installed or any other Association property, common area or exclusive use property that could be affected by the solar energy system. This includes the roof framing, covering, shingles, eaves, gutters, and any other part of the building or structure that may be penetrated or otherwise affected by any activity or component related to the solar energy system, and it includes any water leaks or mold that may develop as a result of those leaks, any fires or other property damage or personal injury that may be caused by the solar energy system or by the installation or use of it, and any other damage or loss caused directly or indirectly by the solar energy system. Such responsibility shall include the Association's cost to inspect the roof for any damage and water test for any leaks at all points where the solar energy system is attached to the roof with such inspection occurring annually or as determined by the Association. Any damage or leaks, or damage caused by the leaks, resulting from the installation, maintenance, repair, replacement, removal, use or presence of the solar energy system will be repaired by the Association and the Owner shall be responsible for the cost.
 - g) Owner shall disclose to prospective buyers of his/her unit the existence of any solar energy system of the owner and the related responsibilities of

the owner under this Policy and governing law, including (at the time this Policy is adopted) Section 4746 of the California Civil Code.

- h) At such times that Association is required to conduct major roof repairs or replacement, Owner shall remove the solar energy system at Owner's cost.
- i) Owner must submit a written request to the Board of Directors and receive architectural approval prior to the replacement, material alteration, expansion or removal of the solar energy system.
- (j) Owner shall enter into a recordable improvement agreement with the Association setting forth the aforementioned provisions, which agreement shall be recorded against owner's property and bind successor owners, the cost of which shall be paid for by the owner.
- k) The installer of the solar energy system shall enter into an indemnity agreement with the Association at Owner's sole cost and expense.

SOLAR INSTALLER INDEMNITY AGREEMENT

Indemnified Party: Treo Maintenance Association ("Association")

Owner : _____

Address in Treo: _____

Installer: _____

WHEREAS, the roofs of the condominium buildings are the maintenance and repair responsibility of the Association;

WHEREAS, Owner desires to install solar panels on the roof of the condominium building in which Owner's unit is located;

WHEREAS, pursuant to *Civil Code* §714.1, the Association requires that any installers of solar panels on condominium roofs execute an indemnity agreement associated with their work;

Agreement:

Installer shall indemnify, defend and hold Association, and Association's members, directors, officers, agents, and employees harmless from all injuries, damage to property, damage to roofing materials, adjacent roofing materials or any other property over which the Association has maintenance obligations, any damage to common areas, claims, liens, suits, obligations, liabilities, losses, demands, and expenses, including attorney's fees (hereinafter "Claims") which in any way arise from, are asserted by, relate to, or result from (i) Installer's installation of a solar energy system on the roof above Owner's unit and/or the work performed, or failed to be performed, for Owner, and any fault, negligence, or wrongdoing of the Installer, its agents, employees, sub-Installers, or any other persons acting under the direction or control of Installer in the performance or failure of performance of the work, and (ii) the use and maintenance of the solar energy system. This indemnity provision applies regardless of any active or passive negligent act or omission of a party to be indemnified hereunder. If requested by Association, Installer will undertake to provide the defense of any such actions at law or in equity concerning the matters herein above described, or Association may defend such actions with attorneys of its choice at Installer's expense, which Installer shall forthwith pay upon demand. Association agrees to reasonably cooperate with Installer (at no cost to Association) in connection with the defense of any such actions.

Dated: _____, 20__ _____
(Owner)

Dated: _____, 20__ _____
(Installer)

[Signatures continued next page]

TREO MAINTENANCE ASSOCIATION, a
California nonprofit mutual benefit corporation

Dated: _____, 20__

Signature

Officer Position

Print Name

Dated: _____, 20__

Signature

Officer Position

Print Name

**RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:**

TREO MAINTENANCE ASSOCIATION
C/O BERDING & WEIL LLP
575 Anton Boulevard, Suite 1080
Costa Mesa, CA 92626

(Space Above for Recorder's Use)

IMPROVEMENT AGREEMENT
(INSTALLATION OF SOLAR ENERGY SYSTEM)

This **IMPROVEMENT AGREEMENT** ("Agreement") is made by and between _____, (collectively, "Owner") and **TREO MAINTENANCE ASSOCIATION**, a California nonprofit mutual benefit corporation ("Association"), sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. Association is an "association" as defined in California Civil Code Section 4080, formed for the purpose of operating and managing the Treo condominium project (the "Properties"), in the City of Irvine, County of Orange, State of California.

B. Owner is the owner of certain real property located in the Properties, commonly known as _____, Irvine, CA _____ and more particularly described as follows:

[INSERT LEGAL DESCRIPTION OF OWNER'S PROPERTY]

(APN _____)("Owner's Property")

C. Owner's Property is encumbered by a Supplemental Declaration of Covenants, Conditions and Restrictions, Reservation of Easements, and Alternative Dispute Resolution Procedures for Treo, recorded on December 27, 2004 as Document No. 2004001143570, in the Official Records of Orange County, California ("Declaration").

D. The Association property, and common areas of the Properties as defined in Civil Code Section 4095, include, without limitation, the condominium buildings, including all structural support elements of the condominium units, and the roofs ("Common Areas"), which the Association is responsible to maintain and repair, pursuant to the Declaration. (Declaration, Article X, Section 2)

E. Pursuant to the Declaration, the prior written approval of the Association's Board of Directors and Architectural Control Committee is required for Owner to alter or make any improvement or alteration to the Common Area. (Declaration, Article XI, Sections 1, 13 and 17)

F. Owner submitted an application to the Association's Board of Directors for the installation of a solar energy system (including solar panels, associated electrical wiring and other necessary devices for the collection, storage, and distribution of solar energy for space heating and/or cooling and electric generation, collectively referred to herein as the "Improvement") on the Common

Area roof of the condominium building in which Owner's unit is located (hereinafter "Roof"). Owner will penetrate the Roof for the purpose of installing the Improvement.

G. The Association's Board of Directors is agreeable to allowing Owner to install the Improvement on the Roof, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, the Parties hereby agree as follows:

AGREEMENT

1. Incorporation of Recitals. The Recitals above constitute an integral part of this Agreement and are fully incorporated into this Agreement by this reference.

2. Approval of Improvement. The Association's Board of Directors hereby approves Owner's Improvement.

3. Other Approvals. Before installing the Improvement, Owner shall obtain all necessary approvals from Woodbury Community [Master] Association, all necessary permits and other approvals from the City of Irvine, comply with all other applicable State, City and County requirements, and provide satisfactory evidence of such approvals and compliance to the Association.

4. Installation. The Improvement shall be professionally installed at Owner's sole cost and expense by a licensed, insured and qualified installer, in a proper and workmanlike manner in accordance with the manufacturer's installation instructions and Owner shall provide satisfactory evidence thereof to the Association. Installation of the Improvement will require penetration of the Roof; however, Owner shall reasonably endeavor to complete the installation in a manner that protects the integrity of the water-tightness of the Roof and other areas of the building.

The Improvement shall be installed in accordance with all applicable building, electrical, plumbing and related codes. The Improvement shall also meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Public Utilities Commission regarding safety and reliability.

The installer shall, for the duration of the Improvement installation period, and at the sole cost and expense of Owner, (i) maintain the minimum coverages and levels of insurance as are required by the Association, (ii) cause the Association, by endorsement, to be named as an additional insured under its policies, (iii) maintain an insurance endorsement providing coverage of claims arising from work performed in multi-family residential buildings, and (iv) provide the Association with a Certificate of Insurance and the endorsement evidencing Association's additional insured status, and such other evidence of insurance and additional insured coverage as may be required by Association.

5. Ownership and Maintenance of Improvement. The Improvement will be owned by and remain the property of the owner(s) of record of Owner's Property. Owner shall be solely responsible for maintaining and repairing the Improvement in a first-class, watertight, neat, safe, sanitary and orderly condition. If Owner fails to maintain the Improvement in accordance with the terms of this Agreement and the Declaration to the Association's reasonable satisfaction, then Association may perform such maintenance, and the cost of such maintenance shall be charged to Owner as a Special Assessment, as that term is defined in the Declaration. Such repairs may only be made after Association has notified Owner in writing (by first class U.S. mail sent to Owner's address as reflected

in Association's records) and fifteen (15) calendar days have elapsed following such notification and Owner has failed to remedy the maintenance deficiencies during such fifteen (15) day period. In addition, Owner shall reimburse Association for any maintenance, repair and replacement expenses Association incurs which exceed the amount of such expenses that Association would have incurred if the Improvement had not been installed.

6. Removal of Improvement. Owner shall be permitted to maintain the Improvement until such time, if any, as the Owner receives notice from the Association ("Association Notice") demanding temporary or permanent relocation or removal of the Improvement. Such request for relocation/removal must be made for "good cause" shown. Within sixty (60) calendar days from the receipt of an Association Notice, the Improvement shall be temporarily or permanently relocated/removed, as the case may be, at Owner's sole cost and expense. For the purposes of this provision, "good cause" for permanent removal shall mean and refer to any circumstances wherein (a) it is determined by any "competent authority" that the Association was without the right or power to enter into this Agreement and/or to allow the Improvement, or (b) Owner materially breaches any term or condition of this Agreement. For the purposes of this provision, "good cause" for temporary removal shall mean and refer to any circumstances wherein the Association, in its sole discretion, determines that such temporary removal is reasonably required in order for the Association to appropriately, efficiently and/or effectively maintain, repair or replace, or to comply with any other obligation Association may have with respect to the Roof. For purposes of this provision, "competent authority" shall mean and refer to any city, state, local, federal, or any other governmental, or quasi-governmental agency, or any court of law, arbitrator, or similar authority having jurisdiction, police power, or other governmental, regulatory, administrative or other similar authority or power over the Association project, or any other real property affected by this Agreement. Notwithstanding anything contained herein, it is understood and agreed that in the event the Association, for "good cause" serves Owner with the Association Notice requiring permanent removal of the Improvement as provided above, Owner shall have thirty (30) days to cure any defect, default or breach which the Association has cited in such Notice.

7. Enforcement of Agreement. In addition to any and all other legal rights it may exercise, the Association, after affording Owner notice and an opportunity to be heard, shall have the authority to impose disciplinary action in accordance with the Association's governing documents for any violation of the terms of this Agreement, including without limitation, failure to maintain the Improvement or failure to provide evidence of insurance upon Association's request.

8. Indemnity. Owner agrees and covenants that Owner shall indemnify, defend, and hold free and harmless, the Association, and its directors, officers, agents, members, managers, and employees, from all obligations, liens, liabilities, claims, demands, disputes, obligations, debts, costs, expenses, injuries, damages and/or causes of action or detriment of any nature ("Claims") which in any way arise from, or relate to this Agreement or its existence, the installation, use, maintenance, removal or existence of the Improvement and/or out of the Owner's modification, use, maintenance, repair, management, administration and/or other acts or omissions related in any way to the Roof and/or the installation, design, maintenance, or existence of the Improvement upon, within and about the Roof, together with reasonable attorney's fees and all costs and expenses of defense in connection therewith. This paragraph is intended to discharge, in advance, the Association and its agents, members, officers, directors, and managers from and against any and all Claims of any kind arising out of or connected in any way with the Owner's, acts or omissions in the modification, use, maintenance, removal, repair, management, administration of the Improvement, and/or the Association's Agreements related thereto. This indemnity provision applies regardless of any active and/or passive negligent act or omission of a party to be indemnified hereunder. This indemnity provision will not extend to Claims arising solely out

of the gross negligence or willful misconduct of the Association. This indemnity provision is intended to include claims or lawsuits brought by third parties, including members of the Association.

9. Insurance. Owners shall, at Owner's sole cost and expense, purchase, and keep in effect, liability and property damage insurance covering any and all liability in connection with the Improvement with minimum limits of One Million Dollars (\$1,000,000). Said policy or policies shall be primary as to any Association policy, must contain an endorsement providing coverage of claims arising from work performed in multi-family residential buildings, and shall not require any contribution from any Association policy. Proof of said insurance shall be provided to Association prior to installation of the Improvement, and, thereafter, annually or upon request of the Association. The Association and its directors, officers and agents shall be named as additional insured on the policy if reasonably available.

10. Owner's Liability. Owner acknowledges that the Roof penetration(s) may void the warranty on the Roof and that such penetrations are likely to compromise the integrity of the watertightness of the Roof. Owner shall be personally liable for any and all expenses incurred by the Association in connection with the maintenance, repair, replacement or removal of the Improvement, including any damage caused by such Improvement, that the Board in its sole and reasonable discretion deems necessary and that Owner fails to undertake as required by this Agreement or by the governing documents. Owner further acknowledges and agrees that the Association may enforce the collection of these expenses in any manner permitted by law or the Association's governing documents, including by levying Special Assessments (as defined in the Declaration) as necessary. The respective representations, warranties, covenants and obligations of Owner under this Agreement shall be joint and several as to each person or entity comprising Owner.

11. Liens. Owner shall be responsible for the satisfaction or payment of any liens for any provider of work, labor, materials or services claiming by, through or under Owner or any contractor or agent of Owner. Owner shall indemnify, defend and hold Association harmless against any such liens, including payment of the reasonable fees of Association's attorneys. Any such liens shall be discharged by Owner within thirty (30) calendar days after notice of filing thereof, by bonding, payment or otherwise. The provisions of this Section 11 shall survive termination of this Agreement.

12. Successors in Interest. This Agreement shall run with the land and be binding upon and inure to the benefit of the Parties hereto and to Owner's successors in interest.

13. Attorneys' Fees. If any action or proceeding, including without limitation, alternative dispute resolution, is instituted by any person to enforce or interpret any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, costs and expenses incurred in the prosecution or defense of such action.

14. Continuing Obligations with Governing Documents. The Improvement, during its progress and completion, shall be part of the Owner's Property and all requirements, covenants, conditions and restrictions within the Association's governing documents and as adopted or amended shall be in effect and shall apply to the Improvement and Owner's Property, including, but not limited to, Owner's duties to pay any assessments, maintain and repair the Improvement, insurance requirements, and Owner's and Association's respective easement rights.

15. Mortgagee Protection. Notwithstanding any provision of this Agreement to the contrary, no amendment or violation of this Agreement shall operate to defeat or render invalid the rights of the beneficiary under any recorded deed of trust or the mortgagee under any recorded mortgage of any

portion of Owner's Property made in good faith and for value, provided that after the foreclosure of any such deed of trust or mortgage, Owner's Property shall remain subject to this Agreement.

16. Legal Advice. The Association has provided no legal advice to Owner concerning this Agreement and Owner has had an opportunity to or has obtained his or her own legal counsel and contracts with full knowledge and understanding of its terms, provisions, and effect.

17. Severable Provisions. The provisions of this Agreement are severable, and if any one or more provisions is determined by a court of competent jurisdiction to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions, and any partially unenforceable provisions to the extent enforceable, shall nevertheless be binding and enforceable.

18. Effect of Waiver. The waiver by either Party of a breach of any term, promise or condition of this Agreement shall not constitute a waiver of any subsequent breach of the same or any other term, promise or condition. The failure by either Party to enforce any right for a period of time shall not constitute a waiver of such right or any term, promise or condition of this Agreement.

19. Miscellaneous. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and shall supersede all other contemporaneous or prior oral or written agreements between the Parties respecting the subject matter of this Agreement. This Agreement may only be modified or amended by a written instrument executed by both Parties and recorded in Official Records of Orange County, California. Headings at the beginning of each paragraph are solely for the convenience of the Parties, and not a part of this Agreement. This Agreement shall be construed according to its fair meaning and as though no single party drafted this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California.

Dated: _____, 201_

TREO MAINTENANCE ASSOCIATION, a California
nonprofit mutual benefit corporation

By: _____

Printed Name: _____

Officer Position: _____

By: _____

Printed Name: _____

Officer Position: _____

[signatures continued on following page]

OWNER

Dated: _____, 201_ _____

Printed Name: _____

CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss
County of _____)

On _____ before me, _____, Notary Public, personally appeared _____, and _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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.

Signature _____

(Seal)

CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss
County of _____)

On _____ before me, _____, Notary Public,
personally appeared _____, and _____ who proved to me
on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon
behalf of which the person(s) 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.

Signature _____

(Seal)