

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

**ROCKY RIDGE PROPERTIES OWNERS ASSOCIATION
Attn: William Bauder
1877 North Lake Blvd
Tahoe City, CA 96145**

(Space Above for Recorder's Use)

**MEMORANDUM PERTAINING TO HVAC IMPROVEMENTS
FOR TOWNHOME 36 OF ROCKY RIDGE**

THIS MEMORANDUM dated June 13, 2022 (the "**Memorandum**") is executed and delivered by Joanne Wiedermann (the "**Pertinent Townhome Owner**"), as owner(s) of Townhome Residence number 36 (the "**Pertinent Townhome**") within the Rocky Ridge common interest development in the vicinity of Tahoe City, California (the "**Development**"), and by the Board of Directors (the "**Board**") of the Rocky Ridge Properties Owners' Association (the "**Association**"), in its capacity as the Association's Architectural Control Committee (the "**ACC**").

The Rocky Ridge development is subject to certain covenants, conditions and restrictions described in Attachment 1 to this Memorandum (as amended, the "**CC&Rs**"). Capitalized terms used herein without definition have the meanings assigned to them in the CC&Rs. The Association operates, manages and maintains Common Areas and Common Facilities within the Rocky Ridge Development and performs certain other duties and obligations that are set forth in the CC&Rs and/or certain related Governing Documents, including, without limitation, periodic maintenance and repair of exterior elements of the Townhome Residences, and snow removal (as necessary). In spite of these exterior maintenance responsibilities, the Townhome exterior elements are not Common Areas as defined in the Declaration, however any alteration of the exterior elements is subject to prior written approval by the ACC.

The Board is executing this Memorandum on behalf of the ACC to evidence approval of construction of certain "**HVAC Improvements**" pertaining to the Pertinent Townhome. The HVAC Improvements are generally described and depicted in the "**Preliminary Plan**" described in Attachment 2 to this Memorandum (the "**Preliminary Plan**"). The final design and construction plans for the HVAC Improvements (the "**Final Design Plan**") shall be derived from the Preliminary Plan and shall memorialize such changes to the Preliminary Plan as may be agreed upon through discussions between the Pertinent Townhome Owner, their contractors and subcontractors and the Property Manager for the Rocky Ridge Development (the "**RR Property Manager**"). The current RR Property Manager is William "Yates" Bauder. The Pertinent Townhome Owner agrees that the RR Property Manager shall have material discretion in determining the scope and nature of the design, materials and construction processes, and the sound attenuation features, involved in the Final Design Plan for the HVAC Improvements.

The ACC hereby approves the construction of the HVAC Improvements, subject to the following:

1. **Construction.** The Pertinent Townhome Owner agrees that all work involved in the installation of the HVAC Improvements will be undertaken in a manner which is consistent in all material respects with the Final Design Plan and all applicable laws, and that all such work shall be performed by contractors or subcontractors that are duly licensed and that have been approved by the RR Property Manager. The Pertinent Townhome Owner further agrees to cause the HVAC Improvements to be completed and operated in accordance with the "specific requirements" set forth in Attachment 3 to this Memorandum. Neither the Association, its Board, its ACC nor the RR Property Manager is approving the effectiveness of the HVAC Improvements for air conditioning or heating purposes. Rather, the approvals of the Association, the Board, the ACC and the RR Property Manager are limited to approving that the HVAC Improvements (if constructed and operated in accordance with this Memorandum) will meet the requirements of the CC&Rs calling for approval by the ACC of the appearance of improvements to the exterior of Townhome Residences within the Rocky Ridge Development. The Association, the Board, the ACC and the RR Property Manager express no opinion as to, and shall not be responsible for, the efficacy of the HVAC Improvements, and in the event changes are required to the HVAC Improvements to improve their air conditioning or heating performance (or to reduce their impacts), those future improvements shall be implemented at no expense to the Association, and any such work will be subject to further

architectural review and approval from the Association (and its ACC) to the extent that the improvements further alter the exterior of the building containing the Pertinent Townhome.

2. **Operations.** The Pertinent Townhome Owner further agrees to construct and operate the HVAC Improvements in accordance with the following:
 - a. The HVAC Improvements shall be operated at all times in compliance in all material respects with all applicable laws. To the extent that any non-compliance results in the Association suffering damages or expenses, the Pertinent Townhome Owner shall be responsible for bearing the same.
 - b. The use and operation of the HVAC Improvements shall not cause objectionable gases, odors, operational noise or vibrations within, or on the exterior deck(s) that are attached to or a part of, any other Townhome Residence. The Pertinent Townhome Owner shall apply reasonable efforts and construction practices to minimize the noise emanating from the HVAC Improvements, and in no event shall the noise produced by the HVAC Improvements (as measured at a point 6 feet from the HVAC equipment) be greater than 56 decibels. The HVAC Improvements also shall include shielding and other protective features reasonably appropriate to assure that the operation of the HVAC Improvements shall not pose a meaningful threat to the safety of individuals who are Owners, occupants or guests of adjacent Townhome Residences, including any children of such neighboring Owners and/or occupants.
 - c. If, after installation, the installed HVAC Improvements generate noise, vibrations or smells violative of the above standards, then the Pertinent Townhome Owner (at their own expense) will take such steps as the Association requests to bring the noise/vibration/smells within the required thresholds. If the required thresholds cannot be achieved, then the Pertinent Townhome Owner (at its own expense) will remove the HVAC Improvements, to the extent so requested by the Association, and return the building exteriors to a quality consistent with the existing condition (as determined by the RR Property Manager). Further, if after installation the technology applicable to shielding the visual, noise, smell or vibration impacts of the HVAC Improvements evolves so as to enable impacts which are materially less intrusive to owners of other Townhome Residences within the Development, then the Pertinent Townhome Owner (at their own expense) shall make revisions to the HVAC Improvements, as requested by the Association, so as to cause the HVAC Improvements to be reasonably consistent with the evolving technologies; provided, however, that the Association may not require revisions to the HVAC Improvements pursuant to this sentence if the costs of the revisions are unreasonable relative to the benefits achieved through the requested revisions, as determined by the Association. Any requested changes or alterations in the HVAC Improvements shall be described in writing and in reasonable detail to the then Owners of Pertinent Townhome.

The Pertinent Townhome Owner further agrees that approval by the ACC of the installation of the HVAC system shall not be construed as imposing any responsibility upon the Association or the ACC for damages caused by the HVAC Improvements, it being understood that (subject to Section 9.05 of the Declaration of CC&R's), the Pertinent Townhome Owner shall be responsible for any damages caused by the installation, maintenance or operation of the HVAC Improvements to the same extent as the Pertinent Townhome Owner would be liable for damages arising out of installation, maintenance or operation of equipment located exclusively within the walls of Pertinent Townhome. The Pertinent Townhome Owner has placed its initials below to further confirm that it has reviewed and understands the commitments set forth in this Section 2.

_____ [Initials of Pertinent Townhome Owner]

3. **Findings.** In approving the HVAC Improvements, the ACC, in its discretion (and as contemplated by Section 5.07 of the CC&Rs), has determined and found that the HVAC Improvements:
- a. will conform to the CC&Rs and any pertinent Architectural Review Guidelines that are in effect with respect to the Development;
 - b. will be in harmony with the external design of other structures and/or landscaping within the Development;
 - c. will not, as a result of their appearance, location or anticipated use, interfere with the reasonable enjoyment of any other Owner of his or her property, or of any other Owner's reasonable enjoyment of the Common Areas and Common Facilities; and
 - d. will be consistent with the architectural and aesthetic standards prevailing within the Development and with the overall plan and scheme of development within the Development.

In making these findings, the ACC has assumed that the HVAC Improvements will be constructed and operated as provided herein, and that the Pertinent Townhome Owner will abide by their commitments herein. Approval of the Pertinent Townhome application is not to be viewed as a precedent, although the application package may serve as useful reference indicating the type of issues that the ACC will consider in the context of other applications.

4. **Miscellaneous.** The Pertinent Townhome Owner represents that it is duly authorized to execute, deliver and record this Memorandum. Should any legal proceeding be brought to enforce the terms of this Memorandum, the prevailing party (as determined by the adjudicator for such proceeding) shall be entitled to an award of its costs and attorneys' fees and charges incurred in connection therewith. Should the Pertinent Townhome Owner fail to pay any amounts mandated by this Memorandum as and when requested, the Association may treat such non-payment as a failure to pay a Special Assessment imposed under the Governing Documents. The parties agree that the benefits and burdens of this Memorandum, and the covenants herein of the Pertinent Townhome Owner, are intended to "run with the land" and shall bind and inure to the benefit of any successor in interest to the Pertinent Townhome Owner or the Association in accordance with California Civil Code section 1468. This Memorandum may be signed and then transmitted by facsimile, so long as the parties expeditiously follow up with the delivery of an originally signed and acknowledged document. The Association may cause the Memorandum to be recorded in the Official Records of the County Recorder for Placer County, California. The costs of any such recordation shall be reimbursed by the Pertinent Townhome Owner to the Association upon request from the Association. Promptly after a filed copy of the Memorandum is received from the County Recorder, a copy thereof shall be provided to the Pertinent Townhome Owner.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first above written.

The Architectural Control Committee of the Rocky Ridge Properties Owners' Association

By: The Board of Directors of the Rocky Ridge Properties Owners' Association

By: _____
Stephen Dohrmann, Board President

Pertinent Townhome Owner:

Joanne Wiedermann
Name (printed): Joanne Wiedermann
Joanne Wiedermann

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 to the truthfulness, accuracy, or validity of that document.

State of California
County of Placer)

On 06/28/2022 before me, Nicole Usachev, Notary Public
(insert name and title of the officer)

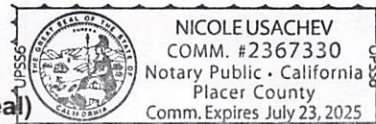
personally appeared Joanne Wiedermann,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
names(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that
~~he~~/~~she~~/~~they~~ executed the same in ~~his~~/~~her~~/~~their~~ authorized capacity(ies), 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)



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 to the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose names(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)

Attachment 1: Description of CC&Rs

The CC&Rs consist of the following documents:

The Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Rocky Ridge, recorded in the Official Records of the Placer County (California) Recorder's Office on August 15, 2018 as Document No. 2018-0036916-00.

The above document has been amended by the following document:

The First Amendment of the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Rocky Ridge, recorded in the Official Records of the Placer County (California) Recorder's Office on September 9, 2021 as Document No. 2021-0113362-00

Attachment 2: Preliminary Plan

The "Preliminary Plan" consists of the following:

1. The materials submitted by the Pertinent Townhome Owner to William Bauder and the Board of the Rocky Ridge Properties Owners' Association through an email dated 2/10/2022 at approximately 2:12 pm Pacific time. The email has a subject line captioned "Air Conditioning Proposal Unit #36". There are 5 attachments to the email, described generally as follows:

- Drawings providing a spatial plan for the elements and footprint of the proposed air conditioning system;
- A memorandum dated February 15, 2022 describing, in narrative, the proposed air conditioning system
- A technical noise memorandum (dated February 15, 2022 and referenced as "Exhibit B")
- A flyer from "Mr Cool" pertaining to its Universal Series of cooling only condensers. The flyer contains specifications for the Mr. Cool system that the Pertinent Townhome Owner seeks to install (the specifications for the proposed system are circled with an orange perimeter).

Attachment 3: Specific Requirements

The Pertinent Townhome Owner further agrees as follows:

- a. In constructing and operating the HVAC Improvements, the Pertinent Townhome Owner and/or its contractors shall comply in all material respects with any applicable governmental laws.
- b. The HVAC Improvements, and any enclosure structure, must be constructed and installed solely within the boundaries of the Pertinent Townhome (and any area covered by the eaves of the roof over the Pertinent Townhome).
- c. External equipment involved in the HVAC Improvements shall consist exclusively of (a) a condenser identified as a 2-3 ton 20 Seer Mr. Cool Universal central Air Conditioner, model number MDUCO 18024, (b) an external support structure (comprised of concrete, metal or wood, as approved by the Property Manager) upon which the condenser will be placed, and (c) any housing contemplated by clause "e" below, and (d) a disconnect switch mounted to the side of the building. All other wires, tubes, hoses, drains, etc. shall run through the crawl space for Pertinent Townhome and shall not be

readily visible to users of other units or any nearby common areas., except as approved in writing by the RR Property Manager.

- d. The condenser must be rated to produce no greater than 56 dBA of sound at a distance of 6 feet from the condenser. The condenser also shall be installed with noise buffering devices designed to reduce the sound emanating from the equipment. The equipment also shall incorporate vibration minimizing components, to the extent that the same are reasonably capable of being incorporated with this particular unit.
- e. The above described equipment shall be encased in an enclosure that (i) contains wooden materials, beams, paint and other finish components that provide an architecturally pleasing consistency and coordination with the existing exterior of the Pertinent Townhome building and (ii) helps reduce the sound level emanating from the equipment. The materials and appearance of the enclosure, as well as the design features incorporated to diminish the sound transmissions, shall be subject to the approval of the RR Property Manager.