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Board of Directors
THE BARRON SQUARE
HOMEOWNERS ASSOCIATION

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Tom Fier
LAW OFFICES OF TOM FIER
675 Mariners Is. Blvd., Suite 106
San Mateo, CA 94404-1040

CORRECTED
FIRST AMENDMENT
TO
RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
THE BARRON SQUARE HOMEOWNERS ASSOCIATION

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CORRECTED
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RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
of
THE BARRON SQUARE HOMEOWNERS ASSOCIATION

This Corrected First Amendment to the Restated Declaration of Covenants, Conditions and Restrictions of The Barron Square Homeowners Association, which was recorded on May 17, 2005, as Document No. 18374181, in the Official Records of Santa Clara County, State of California, is amended as follows (a typographical error was made in paragraph 1):

1. Section 5.1.1 is deleted in its entirety and replaced with a new 5.5.1, which shall read:

5.5.1 Maintenance: The Association shall keep and maintain the Common Area (including structural elements of Restricted Common Areas) in good condition and repair, shall provide lighting, landscaping, gardening, and janitorial services as needed, and shall cause any and all other acts to be done which may be necessary to assure the maintenance of the Common Area in first-class condition and repair, including painting of the exterior of the buildings and such other portions of the Common Area as the Board in its discretion determines to be necessary. The Association shall maintain, repair and replace: (1) chimneys, flues and spark arrestor caps; (2) patios, decks and balconies as originally constructed; (3) door frames; exterior and garage doors; and (4) all landscaping except within the Restricted Common Area of a Unit. General cleaning and upkeep of Restricted Common Area shall be the responsibility of the Owner who is granted an exclusive easement for use thereof, as provided in Section 6.10.

The responsibility of the Association for maintenance and repair shall not extend to repairs or replacements arising out of or caused by the willful or negligent act or omission of an Owner, or his or her guests, tenants, invitees, or pets, the cost of which is not covered by insurance carried by the Association. Owners shall be liable for all damaged caused by water leaks due to willful or negligent acts or omissions that originate inside their Units. Such repairs shall be made by the responsible

Owner, provided the Board approves the person actually making the repairs and the method of repair. If the responsible Owner fails to take the necessary steps to make the repairs, the Association shall make the repairs and assess the cost thereof to the responsible Owner after notice and hearing as provided in the Bylaws.

2. Section 6.10 is deleted in its entirety and replaced with a new 6.10, which shall read:

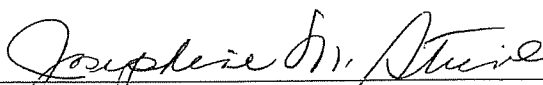
6.10 Owner's Maintenance Duties: Except for those portions which the Board is required to maintain and repair hereunder, each Owner shall, at his or her sole cost and expense, maintain and repair his or her Unit, keeping the same in good condition. Each Owner shall also, at his or her own expense, keep those portions of the Restricted Common Area to which he or she has an exclusive easement in a clean and sanitary condition. Each Owner shall maintain, repair and replace his or her water heater, heating and air conditioning equipment, windows, skylights, sliding glass doors, screens, automatic garage door openers, kitchen and bathroom appliances and fixtures. Each Owner shall maintain, repair and replace his or her fireplace, and shall be responsible for the periodic cleaning of their chimney flue and dryer vents. Each Owner shall maintain and keep in repair everything in his or her Unit and shall have the exclusive right to paint, repaint, tile, wax, paper or otherwise refinish and decorate the inner surfaces of the walls, ceilings, floors, windows doors bounding his own Unit; and the right to paint or decorate the interior surface of the backyard fence, subject to the prior written approval of color by the Board. Window coverings must be white or neutral off-white color and the screens on windows and doors must be in the existing color scheme of the development.

IN WITNESS WHEREOF, this Corrected First Amendment to the Restated Declaration of Covenants, Conditions and Restrictions is executed by the Secretary of The Barron Square Homeowners Association.

THE BARRON SQUARE HOMEOWNERS
ASSOCIATION

DATED: September 28, 2015

By:



JOSEPHINE STIENE, Secretary

I hereby certify and declare under penalty of perjury that the foregoing Corrected First Amendment to the Restated Declaration of Covenants, Conditions and Restrictions of The Barron Square Homeowners Association has been approved by the requisite percentage of Owners required by the Restated CC&R's.

Executed this 28th day of September, 2015, at San Mateo, California.

THE BARRON SQUARE HOMEOWNERS
ASSOCIATION

By: Josephine M. Stiene
JOSEPHINE STIENE, Secretary

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
County of San Mateo)

On September 28, 2015, before me, Violet Fier, Notary Public, personally appeared JOSEPHINE STIENE, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signatures on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Violet Fier

