

ES.# 117203  
EXCEPTIONS  
CCRIS

Attached is the document you (or someone on your behalf) requested. As required by Section 12956.1(b) of the Government Code, please take note of the following:

**If this document contains any restriction based on race, color, religion, sex, familial status, marital status, disability, national origin, or ancestry, that restriction violates state and federal fair housing laws and is void. Any person holding an interest in this property may request that the county recorder remove the restrictive covenant language pursuant to subdivision (c) of Section 12956.1 of the Government Code.**

If this cover page is a copy which has been sent by facsimile, e-mail or other form of electronic transmission, please note that in the original of this page the above notice is printed in 20-point boldface red type.

Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC§ 3604(c).

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
ESTABLISHING A PLAN OF CONDOMINIUM OWNERSHIP

FOR  
THE MENLO COMMONS

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
ESTABLISHING A PLAN OF CONDOMINIUM OWNERSHIP  
FOR  
THE MENLO COMMONS

(A) EVERETT E. BERG, a married man, and RUTH A. BERG, his wife, doing business as Guardian Retirement Services Sutter Hill Limited, a California Corporation, doing business as "Menlo Commons", a California Joint Venture (hereinafter called "Declarant") is the Owner of all that certain real property located in the City of Menlo Park, County of San Mateo, State of California, particularly described in Exhibit "A". Declarant also is the Owner of adjacent real property described in Exhibit

(B) The property described in Exhibit "A" is a "Project" within the meaning of California Civil Code, Section 1350(3), subject to the provisions of the California Condominium Act (Title 6, Part 4, Division Second of the Civil Code) and it is the desire and intention of Declarant to divide the Project into Condominiums by means of Deeds substantially in the form set forth in Exhibit "C" (said form being hereinafter called "the Deed"). The real property described in Exhibit "B" may become a part of the Project by Merger as set forth in Exhibit "D", subject to the limitations on Ownership of the Common Area as set forth in these Restrictions.

(C) It is Declarant's intention to impose upon said property mutually beneficial restrictions under a general plan of development for the benefit of all of said Condominiums and the Owners thereof.

(D) The real property described in Exhibits "A" and "B" is intended to be developed in two (2) or more Increments; the first Increment is identified in Exhibit "A" as Increment I; the second Increment is identified in Exhibit "B" as Increment II. It is intended that any one or more Increments may be developed at any given time, but that there be no obligation on Declarant to develop any of the Increments. It is planned that the Project, when completed, will be used, operated, managed and administered as a Condominium Project. The Plan for Merger of the Increments is set forth in Exhibit "D".

(E) The Project is intended to be developed as residences for use, occupancy and enjoyment by independent retired persons.

NOW, THEREFORE, Declarant hereby declares that the Project is held and shall be held, conveyed, hypothecated, numbered, leased, rented, used, occupied and improved subject to the following limitations, restrictions, covenants and conditions, all as those contained in Exhibit "D", all of which are declared and agreed to be in furtherance of a plan for the improvement of the property and the division thereof into Condominiums and are established and agreed upon for the purpose of enhancing and preserving the value, desirability and attractiveness of the Project and every part thereof. All of the limitations, covenants, restrictions and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest therein or any part thereof, and shall be for the benefit of each Owner of any portion of said Project or any interest therein, and shall inure to the benefit of and be binding upon each successor in interest of the Owners thereof. This Declaration is made by Declarant pursuant to California Civil Code, Section 1355, and is hereinafter called the "Restrictions".

(1) Definitions. For the purpose of these Restrictions the terms used shall have the following meanings:

(a) "Project" shall mean the entire real property described in Exhibit "A", including all Units, Common Area and Increments; "Project" shall also include any Increment described in Exhibit "B" after (and only after) Declarant executes and causes to be recorded both a "Declaration of Intent to Merge" and a "Declaration of Merger" as set forth in Exhibit "D";

(b) "Condominium" shall mean the entire property to be conveyed by the Deed to a grantee, including a Unit, an undivided interest in the Common Area, and easements appurtenant thereto;

(c) "Common Area" shall mean that portion of the Project, not a part of any Unit, as shown on the Plan, lying within the boundaries of the property described in Exhibit "A" (and, after Merger, Exhibit "B"); for purposes of conveyance and ownership of fee title as tenants in common the term "Common Area" shall include only the Common Area within the Increment in which the Unit owned is located; Exhibit "E" sets forth the undivided interests in the Common Area to be granted with each Unit in Increment I; the interests within Increment II shall be as set forth in the recorded Declaration of Intent to Merge;

(d) "Unit" shall mean a numbered portion of a Condominium having boundaries as set forth on the Plan and where so stated, as set forth in Section 1353(a) of the California Civil Code. Each Unit shall consist of that portion of each Condominium which is not owned in common with other Owners, as defined in Section 1350(2) of the California Civil Code. Each Unit is so designated on the Plan and includes the Balcony, as indicated;

(e) "Owner" or "Owners" shall mean the Grantee or Grantees in a Deed conveying a Condominium, including one or more persons, trust, estate, partnership, corporation, or other entity, and Declarant with respect to each Condominium owned by Declarant;

(f) "Plan" shall mean the Plan referred to in Section 1351 of the California Civil Code, duly recorded herewith and labeled as Exhibit "F";

(g) "Parking Space" shall mean a lettered-numbered parcel of the Common Area so designated on the Plan (e.g., "304"); the exclusive use of each such parcel will be granted to or reserved for the Owner of a Unit as set forth on the Deed or as indicated in Exhibit "F";

(h) "Mortgage" shall mean a Deed of Trust as well as a mortgage;

(i) "Mortgagee" shall mean a beneficiary under or holder of a Deed of Trust as well as a Mortgagee;

(j) "Board" or "Board of Directors" shall mean the governing body of the Project, elected pursuant to paragraph 10 hereof;

(k) "Declarant" shall mean the persons and entities designated in paragraph A, page 1, hereof, and their successors and assigns if such successors or assigns should acquire all of Declarant's interest in the Project (including Increments which may be Merged) for the purpose of development or sale, or Declarant has expressly transferred or assigned to such successors or assigns its rights and duties as Declarant, to a portion or all of the Project.

(l) "Exhibit" shall mean an attachment to these Restrictions so labeled, each of which shall be deemed incorporated in these Restrictions at the place(s) so referenced as if set forth therein in full.

## THE MENLO COMMONS

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(j) "Board" or "Board of Directors" shall mean the governing body of the Project, elected pursuant to paragraph 1 hereof;

(k) "Declarant" shall mean the persons and entities designated in paragraph A, page 1, hereof, and their successors and assigns if such successors or assigns should acquire all of Declarant's interest in the Project (including Increments which may be Merged) for the purpose of development or sale, or Declarant has expressly transferred or assigned to such successors or assigns its rights and duties as Declarant, to a portion or all of the Project.

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on acquiring any interest in the Project or any part thereof seek any such judicial partition, until the happening of the conditions set forth in paragraph (17) hereof; provided, however, that if any Condominium shall be owned by two (2) or more co-tenants as tenants-in-common or as joint tenants, nothing herein contained shall be deemed to prevent a judicial partition as between such cotenants.

(3) Voting. There shall be two (2) classes of votes wherever votes of the Owners are required pursuant to the terms of. The classes shall be designated "A" and "B".

CLASS "A" VOTES: Class "A" votes shall be all Owners as defined in paragraph (1)(e) hereof with the exception of the Declarant. Each Class "A" Owner shall be entitled to cast one (1) vote for each Condominium owned by said Class "A" Owner.

CLASS "B" VOTES: Class "B" votes shall be the Declarant. The Class "B" Owner shall be entitled to cast three (3) votes for each Condominium owned by the Class "B" Owner, including Condominiums which have been Merged, pursuant to Exhibit "D", provided that the Class "B" membership shall cease and be converted to Class "A" membership on the happening of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in Class "A" equal the total votes outstanding in Class "B" for all Increments Merged; or
- (b) The second anniversary of the original issuance of the most recently issued final public report for an Increment of the Project; or
- (c) On December 31, 1980.

Any Owner may attend meetings of the Owners and vote in person, or by an agent duly appointed by an instrument in writing signed by the Owner and filed with the Board or the Manager. Any designation of an agent to act for an Owner may be revoked at any time by written notice to the Board or Manager, and shall be deemed revoked when the Board or the Manager shall receive actual notice of the death or judicially declared incompetence of such Owner (or any one of a group of Owners) or of the revocation by such Owner (or any one of a group of Owners) of his Condominium. Where there is more than one record Owner, or all of such persons may attend any meeting of the Owners, but it shall be necessary for those present to act unanimously in order to cast the votes to which they are entitled; in no event shall they be entitled to cast more votes than a sole Owner of the Condominium would be entitled to cast. Any designation of an agent to act for such persons must be signed by all such persons.

(4) Meetings. The presence at any meeting of the Owners having fifty percent (50%) of the total votes of each class of votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Owners by the affirmative vote of a majority of the voting power present at a meeting with a quorum. The Bylaws may provide for a lower quorum requirement for adjourned meetings when a quorum could not be obtained at the first meeting.

(a) Annual Meeting. There shall be a meeting of the Owners on the second Tuesday of March of each year at 10:00 p.m., upon the Common Area or at such other reasonable place or time (not more than sixty (60) days before or after such date) as may be designated by written notice of the Board delivered to the Owners not less than ten (10) days prior to the date fixed for said meeting. At the annual meeting, the Board may present the audit of the maintenance fund, itemizing receipts and disbursements for the preceding fiscal year, the allocation thereof to each Owner, a balance sheet as of the last day of the fiscal year, and present for discussion the estimated maintenance and operating budget for the current and next fiscal years. Within ten (10) days after the annual meeting, any such statements distributed at the annual meeting shall be delivered to the Owners not present at said meeting.

(b) Special Meetings. Special meetings of the Owners may be called at any time for the purpose of considering matters which, by the terms of these Restrictions, require the approval of all or some of the Owners, or for any other reasonable purpose. Said meetings shall be called by written notice, signed by a majority of a quorum of the Board, or by the Owners having one-fourth (1/4) of the total votes, or by fifteen percent (15%) of Class "A" voting power, and delivered not less than fifteen (15) days prior to the date fixed for said meeting. Said notices shall specify the date, time and place of the meeting, and the matters to be considered thereat. Special meetings shall be held upon the Common Area or as reasonably close thereto as practical.

(5) Notices. Any notice permitted or required to be delivered as provided herein may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered forty-eight (48) hours after a copy of same has been deposited in the United States mail, postage prepaid, addressed to each such person at the address given by such person to the Declarant for the purpose of service of such notice or to the Unit of such person if no address has been given. Such address may be changed from time to time by notice in writing to the Board.

(6) Election and Proceedings of the Board.

(a) Election. At each annual meeting, the Owners shall elect a Board for the forthcoming year, consisting of five (5) Owners or duly authorized officers of corporate or partnership owners; provided, however, that the first Board elected hereunder may be elected at a special meeting duly called, said Board to serve until the first annual meeting. The first Board shall be elected within one hundred eighty (180) days after conveyance of the first Condominium subject hereto to an Owner, or within forty-five (45) days of transfer of title to Class "A" Owners aggregating fifty-one percent (51%) of the total Project as described in the first final public report for the Project, whichever occurs first. Every Owner entitled to vote at any election of members of the Board may cumulate his votes and give one (1) candidate a number of votes equal to the number of members of the Board to be elected, multiplied by the number of votes to which such Owners are otherwise entitled, or distribute his votes on the same principle among as many candidates as he thinks fit. The candidates receiving the highest number of votes up to the number of members of the Board to be elected shall be deemed elected. If at any election the Class "A" Owners do not have sufficient voting power to elect at least one (1) Board member, through cumulating all Class "A" votes, separate elections shall be held. In the first election the Class "A" Owners shall vote, one (1) vote per Condominium owned, and the person receiving the highest number of votes shall be elected to the Board. At the second election, only Class "B" Owners shall vote, electing the balance of the Board. Both elections shall be held at the same meeting.

(b) Term. Members of the Board shall serve for the period specified in the Bylaws, ARTICLE IX (b); provided that if any member ceases to be an Owner, his membership on the Board shall thereupon terminate.

(c) Removal of Member. Any member may be removed from membership on the Board by vote of the Owners; provided that unless the entire Board is removed, individual member shall not be removed if the number of votes cast against his removal exceeds the quotient arrived at when the number of votes by voting Owners entitled to vote is divided by one plus the authorized number of Board members. No provision of this paragraph shall allow the Class "B" Owners to defeat the intent of the paragraph (6)(a) protections for Class "A" majority representation.

(d) Vacancies. Vacancies on the Board shall be filled by appointment by the remaining Board members.

(e) Proceedings. The proceedings of the Board shall be as specified in the Bylaws, ARTICLE X.

(f) Declarant Performs Functions. Until the first election of the Board, the rights, duties and functions of the Board shall be exercised by Declarant.

(g) Notice of Election. After the first election of the Board, Declarant shall execute, acknowledge and record an affidavit stating the names of all of the persons elected to membership on the Board. Thereafter, any two (2) persons who are deeded of record as being members of the most recent Board (regardless of whether or not they shall still be members) may execute, acknowledge and record an affidavit stating the names of all of the members of the then current Board. The most recently recorded such affidavits shall be prima facie evidence that the persons named therein are all of the incumbent members of the Board and shall be conclusive evidence thereof in favor of all persons who rely thereon in good faith.

(7) Authority of the Board. The Board, for the benefit of the Condominiums and the Owners, and the Owners in any merged increment(s) after Merger, shall enforce the provisions hereof, of the Bylaws and Association Rules, shall exercise its discretion where so provided, shall perform duties herein imposed, and shall acquire and shall pay for out of the maintenance fund hereinafter provided for, the following:

(a) Water, sewer, garbage, electrical, telephone, gas and other necessary utility services for the Common Area, and to the extent not separately metered or charged, for the Units and Common Area subject to exclusive easements;

(b) A policy or policies of fire insurance with extended coverage endorsement, vandalism and malicious mischief endorsement, and, if available at standard rates in the community, an "Agreed Amount Endorsement" or its equivalent, a "Demolition Endorsement" or its equivalent, and if deemed desirable by the Board, an "Increased Cost of Construction Endorsement" or "Contingent Liability from Operation of Building Laws Endorsement" or the equivalent, glass coverage and any other reasonable endorsement. Said fire insurance shall be for the full insurable replacement value of the Units and Common Area, including all direct service equipment and fixtures, and all fixtures or equipment within each, as originally sold by Declarant, payable as provided in paragraph (17). The Board may obtain such other fire and casualty insurance as the Board shall determine gives substantially equal or greater protection to the Owners, and their Mortgagees, as their respective interests may appear. Said policy or policies shall provide for a separate loss payable endorsement in favor of the Mortgagee or Mortgagees of each Condominium, if any; and shall afford protection against at least the following:

(i) Loss or damage by fire and other hazards covered by the standard extended coverage endorsement, sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm, and water damage; and

(ii) In the event the Condominium Project contains a steam boiler, or other like machinery, a broad form policy of repair and replacement boiler and machinery insurance in the amount of at least Fifty Thousand and No/100 Dollars (\$50,000.00) per accident per location; and

(iii) Such other risks as shall customarily be covered with respect to Projects similar in construction, location and use;

(c) A policy or policies insuring the Board, the Owners, and any Manager appointed as hereinafter provided, against any liability to the public, to the Board, or to the Owners (of Units and of the Common Area), and their invitees, or tenants, incident to the Ownership and/or use of the Project, and including the personal liability exposure of the Owners emanating from the Common Area or any act or omission of the Homeowners' Association. Limits of liability under such insurance shall not be less than One Million and No/100 Dollars (\$1,000,000.00) for any one accident covering all claims for personal injury and/or property damage for each occurrence (such limits and coverage to be reviewed at least annually by the Board and increased in its discretion). Said policy or policies shall be issued on a comprehensive liability basis and shall be cross-liability endorsed so that the rights of named insureds under the policy or policies shall not be prejudiced as respects his, her or their action against another named insured;

(d) The insurance obtained pursuant to subparagraphs (7)(b) and (c) hereof shall be subject to the following provisions and limitations:

(i) The named insured under such policies shall be the Homeowners' Association of the Condominium Project, as a Trustee for the Owners of the Condominiums (including all Merged Increment(s)), or its authorized representative, including the Insurance Trustee designated pursuant to paragraph (17) hereof, or any successor Trustee, each of which shall be referred to as the "Insurance Trustee" who shall have exclusive authority to negotiate losses under said policies; and

(ii) In no event shall the insurance coverage obtained and maintained pursuant to the foregoing requirements be brought into contribution with insurance purchased by the Owners of the Condominiums or their Mortgagees; and

(iii) Such policies shall provide that coverage shall not be prejudiced by:

(A) Any act or neglect of the Owners of Condominiums when such act or neglect is not within the control of the Homeowners' Association; or

(B) By failure of the Homeowners' Association to comply with any warranty or condition with respect to any portion of the premises over which the Homeowners' Association has no control; and

(iv) All policies shall provide that coverage may not be canceled or substantially modified (including nonrenewal for nonpayment of premium) without at least thirty (30) days' prior written notice to any and all insureds named thereon, including the Mortgagees and their servicers; and

(v) All such policies shall contain a waiver of subrogation by the insurer to any and all claims against the Homeowners' Association, the Owner of any Condominium and/or their respective agents, employees or tenants, and defenses asserted upon coinsurance or upon invalidity arising from the acts of the insured; and

(vi) All policies of property insurance shall provide that, notwithstanding any provisions thereof which



the carrier the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable without the prior written approval of the Homeowners' Association (or any insurance trustee) or when in conflict with the provisions of Insurance Trust Agreement to which the Homeowners' Association may be a party, or any requirement of law;

(e) Worker's Compensation insurance to the extent necessary to comply with any applicable laws;

(f) The services of a person or firm to manage its affairs (herein called "the Manager") to the extent deemed desirable by the Board as well as such other personnel as the Board shall determine shall be necessary or proper for the performance of its functions or operation of the Project, whether such personnel are employed directly by the Board or are furnished by the Manager;

(g) Legal and accounting services necessary or proper in the operation of the Project or the enforcement of these Restrictions;

(h) If the Board deems it advisable, or if requested in writing by a Mortgagee, a fidelity bond naming the Manager, and such other persons as may be designated by the Board as principals (or who are responsible in handling funds of the Homeowners' assessment) and the Owners and Homeowners' Association as obligees, for each year in an amount at least equal to one hundred fifty percent (150%) of the estimated cash requirement for that year as determined under paragraph (10) hereof, including reserves. Such fidelity bonds shall contain waivers of any defense based upon the exclusion of persons who serve without compensation and from any definition of "employee" or similar expression; and such bonds shall provide that they may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days' written notice to any and all insureds named thereon, including the Mortgagees and their servicers;

(i) If the Board deems it advisable, an errors and omission endorsement covering the Board;

(j) Exterior (meaning outside the Units) painting, maintenance, repair and all landscaping of the Common Area, and painting, maintenance and repair of the Balconies, and such furnishings and equipment for the Common Area as the Board shall determine are necessary and proper, and the Board shall have the exclusive right and duty to acquire the same except as expressly otherwise provided herein; provided, however, that the interior surfaces of each Unit (excluding the Balconies) shall be painted, maintained and repaired by the Owners thereof, all such maintenance to be at the sole cost and expense of the particular Owner; the Board's duty to maintain at its expense (limited by paragraph (9) hereof) the Common Area utility systems appurtenant to each Unit shall include the following:

(i) The repair, maintenance and replacement as necessary of all heaters, wall sockets, subfeed circuit breakers and meters, switches, and standard light fixtures (excluding light bulbs), and the electrical components of standard ranges, ovens, dishwashers, and garbage disposers;

(ii) The repair, maintenance and replacement as necessary of all plumbing, including waste lines, drains and traps, water lines and faucets, and the plumbing portions of garbage disposers and dishwashers, but excluding the exterior finishes of appliances, toilets, sinks, showers and tubs;

The Board may provide repair and installation services for those items or portions of items not provided for above for light fixtures, electric ranges, refrigerators, dishwashers, garbage disposers and the exterior finishes of appliances, toilets, sinks, showers and tubs, provided that the Unit Owner requesting such service shall be specially assessed for the labor and materials used;

(k) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments which the Board is required to secure or pay for pursuant to the terms of these Restrictions or by law which in its opinion shall be necessary or proper for the operation of the Project or for the enforcement of these Restrictions, provided that if any such materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments are provided for particular Units, the cost thereof shall be specially assessed to the Owners of such Units;

(l) Any amount necessary to discharge any lien or encumbrance levied against the entire property or any part thereof which may in the opinion of the Board constitute a lien against the Common Area, rather than merely against the interests therein of particular Owners, provided that where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Board by reason of said lien or liens shall be specially assessed to said Owners;

(m) Maintenance and repair of any Unit, except as otherwise provided herein, if such maintenance or repair is reasonably necessary in the opinion of the Board to protect the Common Area or preserve the appearance and value of the Project, if the Owner or Owners of said Unit have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Board to said Owner or Owners, provided that the Board shall levy a special assessment against the Condominium of such Owner or Owners for the cost of said maintenance or repair;

(n) The Board in its sole discretion may rent a Condominium for the use of a resident manager; with the affirmative vote or written consent of fifty-one percent (51%) of each Class of Owners, the Board may purchase a Condominium for the use of a permanent manager. The Board may rent such purchased Condominium when not used by a resident manager. If the Board purchases a Condominium, voting rights and assessments relating to that Condominium shall be suspended for as long as the Board holds title;

(o) The Board may license (to residents of the Project only) the exclusive use of any Parking Spaces not deeded to an Owner by Declarant after all Condominiums have been conveyed; the Board may charge a rental fee for such licensed use; the Board may also reserve such Parking Spaces for Guest Parking or for unassigned use by the residents of the Project;

(p) The Board shall maintain the Condominium Acquisition Fund established by Declarant for use in purchasing an Owner's Condominium in the case of extreme hardship, and shall use such Fund for required acquisitions as provided in the Bylaws;

(q) The Board may provide for the permanent residents of each Condominium the following additional items or services:

(i) Weekly maid, housekeeping and linen service;

(ii) Daily dinner meals in the Central Dining Room, for each permanent resident of the Project;

(iii) A scheduled transportation local shuttle service to bus stops and shopping centers in the neighborhood, at times deemed appropriate by the Board;

(iv) A physical fitness program to the extent and as deemed desirable by the Board, including health spa

ilities, recreation activities, and hobby rooms.

(v) The services described above as items (i) through and including (iv) shall be fully charged to the owners thereof and may be paid for out of user fees set by the Board, or may be charged to all of the Owners and be paid for out of the maintenance fund if deemed appropriate by the Board based upon general usage projections; if the Board elects to provide any of such services out of the maintenance fund, no Owner shall be entitled to a credit or reduction in his assessment for nonuse less than full use of the items or services provided for above and included in the regular assessment by the Board. The Board may provide for optional extended services or items, such as lunch service, bi-weekly maid service, and the like. The authority of the Board to charge any or all of the above services to all of the Owners (as opposed to requiring user fees) and pay the cost thereof out of the maintenance fee shall be limited by the following:

(A) If the cost of such service(s) in one fiscal year will increase the total estimated budget in that year by less than ten percent (10%), the Board may proceed without a vote of the Owners;

(B) If the cost of such service(s) in one fiscal year will increase the total estimated budget in that year by ten percent (10%), but less than fifteen percent (15%) the Board may proceed only with the affirmative vote or written consent of at least fifty-one percent (51%) of each Class of Owners;

(C) If the cost of such service(s) in one fiscal year will increase the total estimated budget in that year by fifteen percent (15%), but less than twenty percent (20%) the Board may proceed only with the affirmative vote or written consent of at least sixty-six and two-thirds percent (66-2/3%) of each Class of Owners;

(D) If the cost of such service(s) in one fiscal year will increase the total estimated budget in that year by twenty percent (20%) or more, the Board may proceed only with the affirmative vote or written consent of at least seventy-five percent (75%) of each Class of Owners.

(r) The Board may exercise its option to purchase a Condominium either in an extreme hardship case as provided in paragraph (p) above, or pursuant to the provisions of Exhibit "G", subject to the limitations of paragraph (19) hereof.

(s) The Board may provide for the operation, establishment and maintenance of any community facility and/or service appropriate or desirable for the operation of this retirement Project.

The Board's powers hereinabove enumerated shall be limited in that the Board shall not acquire and pay for out of the maintenance fund capital additions and improvements except as expressly permitted by the provisions of these Restrictions, including but not limited to replacing portions of the Common area, the provisions of subparagraphs (7)(n), (p) and (r), and as allowed under paragraph (19) hereof.

(8) Board Powers, Exclusive. The Board shall have the exclusive right and obligation to contract for all goods, services and insurance, payment for which is to be made from the maintenance fund except as expressly otherwise provided herein. No contract for materials and/or services shall be for a longer period than one (1) year, unless approved by a majority of the Owners except as otherwise provided in the Bylaws.

(9) Owners' Obligations to Repair. Except for those portions which the Board is required to maintain and repair hereunder each Owner shall, at his sole cost and expense, maintain and repair his Unit, keeping the same in good condition. An Owner shall be liable to the Board for any cost or expense of the Board in maintaining or repairing any portion of the Project necessitated by such Owner's abuse, misuse, negligence, willful act or omission other than ordinary wear and tear. The Board may levy a special Assessment against the Condominium of such Owner to secure payment of the cost of such maintenance or repair, after notice and an opportunity to be heard by the Board or its designated committee.

(10) Maintenance Fund; Assessments.

(a) No later than sixty (60) days prior to the beginning of each fiscal year the Board shall estimate the net charges to be paid during such ensuing year (including a reasonable provision for contingencies and replacements and less any expected income and any unallocated surplus from the prior year's fund). Said "estimated cash requirement" shall be assessed to each Condominium in accordance with Exhibit "H" and each Owner shall be notified of the new assessment at least sixty (60) days prior to its effective date. Such assessment may not be more than twenty percent (20%) greater per Condominium than the regular assessment per Condominium for the immediately preceding fiscal year, unless approved in writing or by the vote of fifty-one percent (51%) of each class of Owners. Declarant shall be liable for payment of any assessment against Condominiums in the Project Owned by Declarant. If said sum estimated proves inadequate for any reason, including nonpayment of any Owner's assessment, the Board may at any time levy a further assessment, which shall be assessed in like proportions, unless otherwise provided herein. No such further assessment shall exceed five percent (5%) of the "estimated cash requirement" per Condominium for the fiscal year, unless approved in writing or by the vote of fifty-one percent (51%) of each Class of Owners. Assessments made pursuant to this paragraph shall be paid to the Board in equal monthly installments on or before the first day of each month during such year, or in such other reasonable manner as the Board shall designate.

(b) The rights, duties and functions of the Board set forth in this paragraph may be exercised by Declarant for the period ending thirty (30) days after the election of the first Board hereunder, at the option of the first elected Board.

(c) All funds collected hereunder shall be expended for the purposes designated herein.

(d) Annual assessments shall commence (and the fiscal year shall be selected) on the first day of the month following the first conveyance of a Condominium to an Owner (other than Declarant); the first annual assessment shall be adjusted according to the number of months remaining in the fiscal year. Provided, however, that the commencement date may be extended by a written agreement between the Board and Declarant.

No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area facilities (including services) or abandonment of his or her Condominium.

(11) Default in Payment of Assessments.

(a) Each monthly assessment and each special assessment shall be separate, distinct and personal debts and obligations of the Owner of the Condominium against which the same are assessed. The amount of any assessment, whether regular or special, assessed to the Owner of any Condominium plus interest at nine percent (9%), and costs, including reasonable attorney fees, shall become a lien upon such Condominium upon recordation of a notice of assessment as provided in Section 1356 of the Civil Code of the State of California. A certificate executed and acknowledged by a majority of the Board stating the indebtedness



secured by the lien upon any Condominium created hereunder shall be conclusive upon the Owners as to the amount of such indebtedness on the date of the certificate, in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any Owner upon request at a reasonable fee, not to exceed Fifteen and No/100 Dollars (\$15.00).

(b) Each Owner hereby vests in and delegates to the Board or its duly authorized representatives the right and power to bring all actions at law or lien foreclosures, whether judicially or by power of sale, or otherwise, against any Owner or Owners for the collection of delinquent assessments in accordance herewith, and hereby expressly waives any objection to the enforcement thereof in accordance with these Restrictions of the obligation to pay assessments as set forth in these Restrictions.

Any lien arising pursuant to this paragraph may be enforced by private sale in the manner and by the persons specified in Civil Code Section 1356.

(12) Mortgage Protection. Notwithstanding any provision to the contrary herein contained:

(a) The liens created hereunder upon any Condominium shall be subject and subordinate to, and shall not affect the rights of the holder of the indebtedness secured by any recorded first mortgage (meaning a mortgage with first priority over other mortgages) upon such interest made in good faith and for value; provided, however, that after the foreclosure of any such mortgage a lien may be again created pursuant to paragraph (11) hereof on the interest of the purchaser at such foreclosure sale to secure all assessments, whether regular or special, assessed hereunder to such purchaser as an Owner after the date of such foreclosure sale, which said lien, if any claimed, shall have the same effect and be enforced in the same manner as provided herein.

(b) No amendment to this paragraph shall affect the rights of the holder of any such mortgage recorded prior to recordation of such amendment who does not join in the execution thereof.

(c) By subordination agreement executed by a majority of the Board, the benefits of (a) and (b) above may be extended to mortgages not otherwise entitled thereto.

(13) Delegation to Manager. The Board may delegate any of its duties, powers or functions, including, but not limited to, the authority to give the certificate provided for in paragraph (11) hereof, and the authority to give the subordination agreements provided for in paragraph (12) hereof, to any person or firm, to act as Manager, provided that any such delegation shall be revocable by the Board. The members of the Board shall not be liable for any omission or improper exercise by the Manager of any such duty, power or function so delegated. In the absence of any appointment, the Chairman of the Board shall act as Manager. No employment contract with such Manager shall be for a period longer than one (1) year without the prior approval of a majority of both classes of the Owners.

(14) Use of Units and Common Area. The Units and Common Area shall be occupied and used as follows:

(a) Each Unit shall be used for residential purposes by the Owner, his Lessees or guests and for no other purpose; provided, however, that Declarant may use five (5) Units Owned by Declarant as sales models until the Project is entirely sold to individual Condominium purchasers, and may maintain and operate a fully staffed sales office in the Project Common Area for the same period.

(b) There shall be no obstruction of the Common Area. Nothing shall be stored in the Common Area without the prior consent of the Board except in designated Storage Spaces or, in the case of automobiles, in the Parking Spaces.

(c) Nothing shall be done or kept in any Unit or in the Common Area which will increase the rate of insurance on the Common Area or any part of the Project, without the prior written consent of the Board. No Owner shall permit anything to be done or kept in his Unit or in the Common Area which will result in the cancellation of insurance on any Unit or any part of the Common Area, or which would be in violation of any law; no waste will be committed in the Common Area.

(d) No change in the utility requirements of a Unit may be accomplished by an Owner without the prior approval of the Board, if such utility is metered on a meter shared by other Units or the Common Area.

(e) No sign of any kind shall be displayed to the public view on or from any Unit or the Common Area, without the prior consent of the Board; provided, however, that nothing herein shall be deemed to prohibit the display of signs of customary and reasonable dimensions advertising any Condominium for sale or rent, subject to the control of the Board regarding placement, size, and content; and provided further, that Declarant shall have the right to maintain unlighted, nonmoving signs in connection with the operation of its model Units and the conduct of selling activities in connection therewith.

(f) No animals, livestock or poultry of any kind shall be raised, bred, or kept in any Unit or in the Common Area, except that dogs, cats or other household pets may be kept in Units subject to Association Rules (including the right to limit size, weight and number) adopted by the Board; the Board may order the immediate removal of any pet which causes excessive noise, or otherwise creates a nuisance, in the Board's sole discretion.

(g) No noxious or offensive activity shall be carried on in any Unit or in the Common Area, nor shall anything be done therein which may be or become an annoyance or nuisance to the other Owners.

(h) Nothing shall be altered or constructed in or placed or stored in or removed from the Common Area or Balconies except as expressly permitted in these Restrictions, the Bylaws, or Association Rules or with the written consent of the Board; provided, however, that without such consents, Owners may make such alterations of Common Area as do not adversely affect the structural integrity of any buildings or improvements or alter the exterior appearance of any part thereof, such permitted alterations to include, without limitation, interior remodeling of Units (excluding load-bearing walls, wherever located).

(i) Contiguous Units may be combined for use as a single residence with the Board's prior approval. Before the Board shall consent to any such combination (except for combinations accomplished by Declarant), it shall first receive and give its approval of:

(i) Architectural plans;

(ii) A certificate of a structural engineer licensed in the State of California and approved by the Board stating that those portions of the Common Area affected by the proposed combination are not required for structural support;

(iii) A bid by a contractor licensed in the State of California and approved by the Board setting forth the cost to make the proposed combination and the time within which the combination could be completed;

(iv) A bond naming the Board as an obligee (or other security approved by the Board) to assure the prompt completion of the combination in a workmanlike manner free of mechanics' liens;

(v) All building and other governmental permits required for the construction;

(vi) A certificate by electrical and plumbing contractors licensed in the State of California setting forth in detail the affect the proposed combination would have on any Common Area plumbing and wiring within the Common Area to be affected by the proposed combination.

The Owner of such combined Units shall be entitled to the votes and shall be obligated to pay the assessments on each of the owned Units in the same manner as if they had not been combined.

The Board shall permit reconstruction of such Units as independent Units in conformance with the Plan, upon the Board's receipt and approval of items (i) through and including (vi) above; no Unit shall be separately conveyed, leased or transferred as an independent Unit unless and until such reconstruction has been accomplished.

(j) Parking Spaces shall be used solely for parking and storage of noncommercial passenger motor vehicles; no boats, trailers, campers or motorcycles shall be parked or stored in such area without the prior written approval of the Board, and no such area shall be used for major repair, construction or reconstruction of any vehicle, boat or any other item or thing.

(k) None of the rights and obligations of the Owners created herein, or by the Deed creating the Condominiums, shall be altered in any way by encroachments due to settlement or shifting of structures or any other cause. There shall be valid assessments for the maintenance of said encroachments so long as they shall exist; provided, however, that in no event shall a valid assessment for encroachment be created in favor of any Owner or Owners if said encroachment occurred due to the willful conduct of said Owner or Owners after conveyance of that Condominium by Declarant.

(l) Except for those erected, constructed or maintained by the Board, no outside television antenna, aerial or radio pole shall be erected, constructed or maintained on the Common Area or any Unit located in such a manner as to be visible from the outside except by written consent from the Board.

(m) Units shall not be permanently occupied by more than the following:

- (i) One bedroom Units - Two (2) persons;
- (ii) Two bedroom Units - Three (3) persons;
- (iii) Three bedroom Units - Three (3) persons;

without the written approval of the Board. The Board may establish uniform rules regarding definitions of permanent and temporary occupancy, permitted stays by guests and exceptions for health purposes.

(n) No person shall permanently occupy a Unit unless such person is retired, or, in the case of married couples, at least one spouse is retired. The standards which constitute retirement shall be reasonably established and interpreted by the Board. Any person who is sixty (60) years of age or older shall conclusively be deemed retired. In the case of married couples, this requirement shall be deemed met if at least one (1) spouse is retired or sixty (60) years of age or older, regardless of the age or status of the other spouse.

The Board may permit persons who are not retired and are under sixty (60) years of age to reside in a Unit with a qualified resident when necessary for the health of such qualified resident, on such reasonable terms as the Board shall determine.

When a Unit is occupied by a retiree who has not yet attained sixty (60) years of age (and in the case of a couple, neither has attained such age), the occupant(s) of such Unit shall not garage, park or operate more than one (1) licensed passenger motor vehicle within the city limits of Menlo Park, including the Project.

A determination of status as retired by the Board or Declarant shall be final and conclusive and shall not be redeterminable or subject any occupant to dispossession due to any change in such status.

(o) No person shall permanently occupy any Unit who has not first obtained the written consent of the Board. Consent to permanent occupancy shall be issued unless the Board first shall affirmatively determine that the applicant therefor, and his or her spouse, if any, fails to meet the objective requirements of these Restrictions. Within fifteen (15) days after an application for occupancy is filed with the Board, the Board of Directors shall enter a resolution either approving or disapproving such application, and the applicant shall be notified in writing of the action taken by the Board. Any application not acted upon within such time shall be deemed to have been approved by the Board, provided, however, that the foregoing restriction shall not apply to any Owner who shall purchase a Condominium from the Association, or to the holder of the indebtedness secured by any recorded first mortgage on a Condominium made in good faith and for value.

(p) No Unit shall be permanently occupied by any person who is not, at the time such occupancy commences, of sound mind and body, able to provide for himself and able to operate and function without assistive devices, as established by a qualified medical report; if such medical report is disputed, the issue shall be resolved by arbitration pursuant to the rules of the American Arbitration Association.

(q) No restriction in occupancy shall be applied because of race, religion, national origin, sex, or marital status.

(r) No Condominium may be sold, leased, given away, devised, assigned, mortgaged or otherwise transferred except as provided in Exhibit "G". No provision thereof shall be applied to any transaction because of race, religion, national origin, sex, or marital status.

(s) All drapes installed in the Units shall have an exterior surface or lining as designated by the Board in its Association Rules; such Association Rules shall be designated to maintain a uniform color and appearance of the exterior view of the Unit windows. Any drapes installed with Board approval may remain for the useful life thereof, regardless of a change in the Association Rules, unless the Board compensates the Owner for the pro rata remaining value of such drapes.

(t) There shall be no violation of Association Rules for the use of the Common Area (including Parking Spaces and Storage Spaces) and/or Units adopted by the Board and furnished in writing to the Owners, and the Board is authorized to adopt such Association Rules.

(u) The Board is authorized to impose fines up to Fifty and No/100 Dollars (\$50.00) for each violation of its published Association Rules, the Restrictions, and/or the Bylaws after notice and a hearing before the Board.

(v) There shall be no alteration of the floor coverings which will result in an increase in sound transmission into any other Unit.

(w) Any lease of a Condominium shall provide that any violation of these Restrictions, the Bylaws, or the Association Rules shall be a breach of such lease allowing the termination thereof.

(x) Each Owner shall be responsible for compliance with the provisions hereof by his guests and Lessees, and shall pay the fines assessed pursuant to the Restrictions, Bylaws or Association Rules for a violation by his Lessee or guest.

(15) Entry for Repairs. The Board or its agents may enter any Unit when necessary in connection with any maintenance, landscaping, construction, nuisance abatement, or other emergency situation for which the Board is responsible. Such entry shall be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Board at the expense of the maintenance fund.

(16) Keys and Locks. The Board (or its Manager) shall retain a pass key to each Unit and each storage facility in the storage Areas. No Owner shall alter any lock or install a new or additional lock in any door providing access to his Unit or any portion of the Common Area over which he has exclusive use, without the consent of the Board. No such consent shall be given until the Owner shall first provide to the Board a key to the altered, new or additional lock.

(17) Damage and Destruction. If any of the buildings is damaged by fire or other casualty and said damage is limited to a single Unit, all insurance proceeds shall be paid to the Owner or Owners, or Mortgagee or Mortgagees of the Owner or Owners of such Unit, as their respective interests may appear, and such Owner or Owners, or Mortgagee or Mortgagees, shall use the same to rebuild or repair such Unit in accordance with the original plans and specifications therefor. If such damage extends to two (2) or more Units, or extends to any part of the Common Area:

(a) If the available insurance proceeds initially offered or paid by the insurer do not exceed fifteen percent (15%) of the value of all Project improvements and the cost of repairing or rebuilding does not exceed the amount of available insurance proceeds by more than ten percent (10%), such insurance proceeds shall be paid to the insurance trustee designated in the same manner as set forth in subparagraph (b)(1) of paragraph (17). The Board shall thereupon contract to repair or rebuild the damaged portions of all Units and the Common Area, in accordance with the original plans and specifications therefor and the funds held in the insurance trust fund shall be used for this purpose. If the insurance proceeds are insufficient to pay all of the costs of repairing or rebuilding, the Board shall levy a special assessment on all Owners, in proportion to the interest of each Owner in the Common Area to make up any deficiency;

(b) If subparagraph (a) is inapplicable, then:

(1) All insurance proceeds shall be paid to a bank or trust company designated by the Board to be held for the benefit of the Owners and their Mortgagees as their respective interests may appear. The Board is authorized to enter on behalf of the Owners into such agreement, consistent with these Restrictions, with such insurance trustee, relating to its powers, duties and compensation, as the Board may approve.

(2) The Board shall obtain firm bids (including an obligation to obtain a performance bond) from two (2) or more responsible contractors to rebuild the Project in accordance with its original plans and specifications and shall, as soon as practicable thereafter, call a special meeting of the Owners to consider such bids. If the Board fails to do so within sixty (60) days after the casualty occurs, any Owner may obtain such bids, and call and conduct such meeting as herein provided (failure to call a meeting, or to repair such casualty damage, within twelve (12) months from the date such damage occurred shall be deemed to all purposes a decision not to rebuild said building). At such meeting, the Owners may by sixty-six and two-thirds percent (66-2/3%) vote (of each Class) elect to reject all of such bids and thus not to rebuild, or by fifty-one percent (51%) vote (of each Class) elect to reject all such bids requiring amounts more than ten percent (10%) in excess of available insurance proceeds. Failure to reject all bids shall authorize the Board to accept the unrejected bid it considers most favorable.

(3) If the bid is to be accepted, the Board shall levy a special assessment, in proportion to the interest of each Owner in the Common Area, to make up any deficiency between the total insurance proceeds and the contract price for repair or rebuilding, and such assessment and all insurance proceeds, whether or not subject to liens of Mortgagees, shall be turned to said insurance trustee to be used for such rebuilding. If any Owner shall fail to pay the special assessment within thirty days after the levy thereof, the Board shall make up the deficiency by payment from the maintenance fund. Upon payment the Board shall let the contract to the successful (sic) bidder.

(4) Upon an election not to rebuild, the Board, as soon as reasonably possible and as agent for the Owners shall sell the entire Project, in its then condition, free from the effect of these Restrictions, which shall terminate upon such sale, on terms satisfactory to the Board. The net proceeds, and all funds held by said insurance trustee, shall thereupon be distributed to the Owners in proportion to the interest of each Owner in the Common Area, and to the Mortgagees of the interest of the Owners, as their interests may appear.

(c) Within sixty (60) days after any such damage occurs, the Manager, or the Board, or if they do not, any Owner, the insurer, the insurance trustee, or any Mortgagee of any Owner shall record a sworn declaration stating that such damage occurred, describing it, identifying the building suffering such damage, the name of any insurer against whom claim is made, the name of any insurance trustee, reciting that the sworn declaration is recorded pursuant to this paragraph of these Restrictions, and that a copy of such sworn declaration has been served pursuant to the provisions of paragraph (5) hereof on the Owners.

(d) If the Owners decide not to rebuild, either by calling a meeting and rejecting all bids presented or by failing to call such a meeting and failing to repair such damage within twelve (12) months after the damage occurs, then the Manager, or the Board, or if they do not, any Owner or Mortgagee of any Owner, shall record a sworn declaration setting forth the decision and reciting that under the provisions of these Restrictions the prohibition against judicial partition provided for in paragraph (2) hereof (sic) has terminated and that judicial partition of the Project may be obtained pursuant to Section 752b(4) of the Code of Civil Procedure of the State of California. Upon final judgment of a court of competent jurisdiction decreeing such partition, these Restrictions shall terminate.

(e) If Merger has occurred, the proration of the special assessments provided for in this provision (17) shall be stated and paid by Owners in each increment as shall be provided in the recorded Declaration(s) of Intent to Merge. Likewise, distribution of insurance or sale proceeds provided for in this provision (17) shall be as provided in such Declaration(s) of Intent to Merge.

(f) The provisions of this paragraph (17) cannot be amended without the unanimous consent of the Owners in

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(18) Condemnation.

(a) Common Area Awards. In the event that any part of the Project is condemned, the proceeds from the sale of the

ation of the Common Area within the Project, the award made for such taking shall be payable as follows:

(i) If the award is for the acquisition of the entire Common Area, the amount payable shall be paid to the Board, as Trustee, for distribution to the Owners, each in proportion to his percentage interest, subject to (i) the rights of Mortgagees holding Mortgages covering each such Owner's Condominium and (ii) all unpaid assessments of such Owner together with any interest charges attributable thereto.

(ii) If the award is for the acquisition of only part of the Common Area and is less than ten percent (10%) of the value of all the Project Common Area and no Unit has been taken or substantially diminished, the entire amount thereof shall be payable to the Board, as Trustee (subject to the rights of Mortgagees holding Mortgages on Condominiums within the Project) and such amount, together with any interest earned thereon, shall be held by the Association to reduce the common expenses for the next succeeding fiscal year.

(iii) If the award is for the acquisition of only part of the Common Area and is in excess of ten percent (10%) of the value of all the Project Common Area(s) and/or one or more Units have been partially or totally taken, it shall be distributed to the Owners, each in proportion to his percentage interest, subject to (a) the rights of Mortgagees holding Mortgages covering such Owner's Condominium; (b) all unpaid assessments of such Owner together with any interest charges attributable thereto; and (c) the provisions of the Declaration of Intent to Merge if Merger has occurred.

(b) Unit Awards. In the event that an action in eminent domain is brought to condemn all or any portion of one or more Units within the Project, the award made for such taking shall be payable (sic) to the respective Owners of the Units so taken, subject to (i) the rights of Mortgagees holding Mortgages covering such Units and (ii) all unpaid assessments of each Owner taken together with interest charges attributable thereto.

(19) Alterations, Additions and Improvements of Common Area. There shall be no structural alterations, capital additions to or capital improvements of the Common Area costing in excess of five percent (5%) of the "estimated cash requirement" of the Association for that fiscal year, unless the written consent or vote of fifty-one percent (51%) of each Class of Owners has been obtained.

(20) Audit. Any Owner may at any time at his own expense cause an audit or inspection to be made of the books and records of the Manager or Board. The Board, at the expense of the maintenance fund, shall obtain an audit of all books and records pertaining to the Project at no greater than annual intervals, for the preceding fiscal year, and furnish copies thereof to the Owners, not later than sixty (60) days after the end of the fiscal year. The information supplied the Owners shall include a balance sheet and an operating statement for the accounting period. If the assessments for the fiscal year have exceeded Seventy-five Thousand and No/100 Dollars (\$75,000.00), such audit shall be prepared by an independent public accountant or certified public accountant.

(21) Interpretation. The provisions of these Restrictions shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a Condominium Project. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provisions or any other provision hereof.

(22) Amendment. Except as otherwise provided herein, the provisions of these Restrictions may be amended by an instrument in writing signed and acknowledged by record Owners holding seventy-five percent (75%) of the total vote of each class of votes hereunder, which amendment shall be effective upon recordation in the Office of the Recorder of the County of San Mateo. Notwithstanding the foregoing, these Restrictions may not be amended to eliminate any rights expressly reserved herein unto Declarant except by an instrument executed and acknowledged by Declarant, nor may they be amended to eliminate any rights expressly reserved to Mortgagees except by an instrument executed and acknowledged by such Mortgagees. Paragraphs 14(n) and 14(q) hereof shall not be amended except by consent, in writing, of the City Manager of the City of Menlo Park, San Mateo County, California.

(23) Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

(24) Annexation of Additional Property. Additional real property, described in Exhibit "B" may be annexed subject to the terms and conditions of Exhibit "D".

(25) Limitation of Liability. The liability of any Owner for performance of any of the provisions hereof shall terminate upon sale, transfer, assignment or other divestiture of said Owner's entire interest in his or her Condominium with respect to obligations arising hereunder from and after the date of such divestiture.

(26) Special Mortgagee Provisions. If any of the Condominium mortgages obtained by the Owners are sold or transferred to the Federal National Mortgage Association (FNMA), the following provisions shall apply, so long as at least one (1) mortgage is owned by FNMA if not waived in writing by FNMA:

(a) Prior written approval of all such Mortgagees must be obtained before the Association or any Owner may:

- (i) Abandon the Condominium status of the Project, except for abandonment as provided by statute or ordinance due to a substantial destruction of the Units and Common Area;
- (ii) Partition or subdivide any Unit or all or part of the Common Area;
- (iii) Make any change in the undivided interest in the Common Area owned by each Condominium Owner, except as provided in the Merger provisions of the Restrictions;

(b) The Board shall establish and maintain a reserve fund for the Common Area and for working capital purposes, the amount of which shall be equal to two (2) months' estimated Common Area charge for the entire Project;

(c) The Board shall notify each such Mortgagee of any default under the Covenants, Conditions and Restrictions, Rules, or Rules and Regulations of the Association not cured within thirty (30) days;

(d) Such Mortgagees shall have the right to examine books and records of the Association, and shall be entitled to receive copies of the annual financial reports supplied to the Owners hereunder, and other financial data upon the Board's receipt of a written request therefor from such Mortgagees;

(e) In the event of condemnation of any portion of the Common Area or any Unit, the Board shall notify such Mortgagees of such action or pending action within ten (10) days of the Board's receipt of such notice; nothing shall be changed to detract from the priority position of such Mortgagees in relation to such condemnation or eminent domain awards;

- (f) Fidelity bond coverage herein specified shall be obtained, unless waived in writing by such Mortgagees;
- (g) The insurance provision paragraphs herein shall not be amended without the consent of such Mortgagee;
- (h) Such Mortgagees shall receive written notice of all meetings of the Homeowners' Association and be permitted to designate a representative to attend all such meetings;
- (i) Such Mortgagees shall be entitled to timely written notice of substantial damage to or destruction of any part or any part of the Common Area;
- (j) Any management agreement for the Project will be terminable by the Board for cause upon thirty (30) days' written notice thereof.

If any of the mortgages are purchased by the Federal Home Loan Mortgage Corporation (FHLMC), the following shall apply long as at least one (1) mortgage is owned by FHLMC:

- (a) The provisions of (c), (d), (e) and (i) as provided above;
- (b) The provisions of (i) above, if Common Area damage or taking exceeds Ten Thousand and No/100 Dollars (0,000.00), or Unit damage or taking exceeds One Thousand and No/100 Dollars (\$1,000.00);

(c) Unless at least seventy-five percent (75%) of the Owners consent in writing, the Association shall not be entitled to (i) by act or omission seek to abandon, partition, subdivide or terminate the Condominium Project or any Unit; (ii) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area or elements; or (iii) use hazard insurance proceeds for losses to any part of the Project for other than the repair, replacement or reconstruction of such Project property, except as provided by statute and paragraph (17) in case of substantial losses to the Units and/or Common Area;

(d) Condominium dues or charges (monthly assessments) shall include an adequate reserve fund for maintenance, repairs and replacement of those common elements that must be replaced on a periodic basis, and shall be payable in regular installments rather than by special assessments; this provision shall not in any way limit the Board's power to impose special assessments any other assessments as provided in these Restrictions;

(e) No contract for professional management, or other contract for services with the developer or builder of Project shall be entered into by the Association unless either party can terminate it without cause or payment of a termination fee, by written notice of ninety (90) days or less; no such contract shall exceed a term of three (3) years; and

(f) Any of the first mortgagees of Condominiums in the project may, jointly or singularly, pay taxes or other charges which are in default and which may or have become a charge against any Common Area, and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such property, and such first mortgagees making such payments shall be owed immediate reimbursement therefor from Association. Association shall not be responsible for the cost of any insurance purchased or taxes paid to duplicate existing in force payments or insurance.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 24th day of FEBRUARY, 1977.

"Declarant"

MENLO COMMONS,  
a California Joint Venture,  
By SUTTER HILL LIMITED,  
a California corporation

By J. Richard McMichael /s/  
J. RICHARD McMICHAEL, PRESIDENT

By Wylie R. Sheldon /s/  
WYLIE R. SHELDON, SECRETARY

By Everett E. Berg /s/  
EVERETT, E. BERG, doing  
business as Guardian  
Retirement Services

And By Ruth A. Berg /s/  
RUTH A. BERG, his wife,  
also doing business as  
Guardian Retirement Services

#### CONSENT AND SUBORDINATION

The undersigned, Continental Auxiliary Company, a corporation, as Trustee under that certain Deed of Trust dated 9-16-76, recorded 9-30-76, Book No. 7255, Page No. 240-244, Official Records of the County Recorder of the County of San Mateo, executed by Menlo Commons, A California Joint Venture, as Trustor, with Bank of America NT & SA, as Beneficiary, does hereby consent to the execution and recordation of the attached Declaration of Covenants, Conditions and Restrictions Establishing a Plan of Condominium Ownership and does hereby subordinate said Deed of Trust to said Declaration of Covenants, Conditions and Restrictions, to the same extent and with the same force and effect as if said Declaration of Covenants, Conditions and Restrictions had been executed and recorded prior to the execution and recordation of said Deed of Trust.

BANK OF AMERICA, NT & SA  
CONTINENTAL AUXILIARY COMPANY  
Gordon W. Hargreaves /s/  
Gordon W. Hargreaves  
Vice President  
Charlotte R. Little /s/  
Charlotte R. Little Loan Officer

#### CONSENT AND SUBORDINATION

The undersigned, First American Title Insurance Company, a corporation, as Trustee under that certain Deed of Trust dated September 29, 1976, recorded September 30, 1976, Book No. 7255, Page No. 229, Official Records of the County Recorder of the County of San Mateo, executed by Menlo Commons, a Calif. Joint Venture, as Trustor, with Elizabeth K. Johnson, as Trustee,

beneficiary, does hereby consent to the execution and recordation of the attached Declaration of Covenants, Conditions and Restrictions Establishing a Plan of Condominium Ownership and does hereby subordinate said Deed of Trust to said Declaration of Covenants, Conditions and Restrictions, to the same extent and with the same force and effect as if said Declaration of Covenants, Conditions and Restrictions had been executed and recorded prior to the execution and recordation of said Deed of Trust.

FIRST AMERICAN TITLE INSURANCE  
COMPANY, A CORPORATION  
C.H. Woodhams, Jr. /s/  
C.H. Woodhams, Jr. - Vice President  
Frank Delucchi /s/  
Frank Delucchi, Ass't. Secretary

EXHIBIT "A"

All that certain real property situated in the City of Menlo Park, County of San Mateo, State of California, lying within Increment I (Parcel A) of the subdivided lands, as shown on that certain Parcel Map entitled "Parcel Map of A Condominium Project", filed in the Office of the Recorder of the County of San Mateo, State of California, on September 30, 1976, in Vol. 33 of Parcel Maps at page 27.

EXHIBIT "B"

All that certain real property situated in the City of Menlo Park, County of San Mateo, State of California, lying within Increment II (Parcel B) of the subdivided lands, as shown on that certain Parcel Map entitled "Parcel Map of A Condominium Project", filed in the Office of the Recorder of the County of San Mateo, State of California, on September 30, 1976, in Vol. 33 of Parcel Maps at page 27.

EXHIBIT "C"  
GRANT DEED

EVERETT E. BERG, a married man, and RUTH A. BERG, his wife, doing business as Guardian Retirement Services and Harbor Hill Limited, a California Corporation, doing business as "Menlo Commons", a California Joint Venture (Hereinafter called "Grantor"), grants to \_\_\_\_\_ (hereinafter called "Grantee") Condominium Number \_\_\_\_\_ in THE MENLO COMMONS, consisting of that certain real property located in the City of Menlo Park, County of San Mateo, State of California, described as follows:

PARCEL A:

Unit \_\_\_\_\_, including the Balcony b-\_\_\_\_\_, as shown on that certain Condominium Plan hereinafter referred to as the "Plan".

Excepting and reserving, however, the following:

1. Any portion of the Common Area lying within said Unit.
2. Easements through said Unit, appurtenant to the Common Area and all other Units, for support and repair of the Common Area and all other Units.

PARCEL B:

Together with the following appurtenant easements:

1. Nonexclusive easements for support of said Parcel A through the Common Area and for repair of said Parcel A through the other Units and through the Common Area.
2. An exclusive easement to use Parking Space No. \_\_\_\_\_ as shown on the Plan.
3. A nonexclusive easement for ingress and egress over "Easement No. B-1" as shown on the Parcel Map described in hereof.

(For Use With Increment I Only:)

- (4. A nonexclusive easement to use the Common Area and common facilities, if any, in Increment II, as provided in Exhibit "D" of the Restrictions, if Increment II is Merged with Increment I as provided in the Restrictions.)

(For Use With Increment II Only:)

- (5. Nonexclusive easements to use the Common Area, including ingress and egress over "Easement No. 1-A and 2-A" shown on said Parcel Map and Common Facilities in Increment I, as provided in Exhibit "D" of the Restrictions.)

Excepting and reserving, however, the nonexclusive easements described herein as Parcel D.

PARCEL C:

An undivided \_\_\_\_\_ percent ( \_\_\_\_\_ %) interest as tenant in common in and to the Common Area for Increment \_\_\_\_\_, as set forth in the Plan and within the boundaries described in Exhibit "A" of the Restrictions. (reference to Exhibit "B" of the Declaration of Intent to Merge for Increment II)

Excepting and reserving, however, the following:

1. Nonexclusive easements appurtenant to all Units for support and repair; and
2. Exclusive easements appurtenant to each Unit for use of Parking Spaces not granted herein, for use of the other Units shown on the Plan.
3. Nonexclusive easements appurtenant to Increment \_\_\_\_\_ for use of the ingress and egress easements No.(s) \_\_\_\_\_ shown on said Parcel Map and Common Area and facilities in Increment \_\_\_\_\_ as provided in Exhibit "D" of the Restrictions.
4. Reserved development rights of the Declarant as provided in the Restrictions.

PARCEL D:

Together with nonexclusive easements appurtenant to the Common Area through each Unit and Parking Space for support and repair of the Common Area.

II

Each of the foregoing grants is subject to the lien of real property taxes and assessments not delinquent, the Restrictions referred to III B below, all covenants, conditions, easements, restrictions and liens of record. The property herein granted is a condominium as defined in Section 1350 (1) of the California Civil Code and the Project as hereinafter defined is subject to the



III

Terms used in this Deed are defined as follows:

A. "Unit", "Common Area", "Parking Space", "Balcony", "Plan", "Increment", and "Project" each have the same meaning as in the Restrictions.

B. "Restrictions" means that certain Declaration of Covenants, Conditions and Restrictions Establishing a Plan of Condominium Ownership for The Menlo Commons, executed by Grantor on \_\_\_\_\_, 197\_\_\_\_, and recorded in the Office of the Recorder of the County of San Mateo, State of California, as Instrument No. \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_ and following; the restrictions apply to Increment(s) \_\_\_\_\_ (Parcel \_\_\_\_\_) of the subdivided property set forth on that certain Parcel Map entitled "Parcel Map of A Condominium Project", filed in the Office of the Recorder of the County of San Mateo, State of California, on September 30, 1976, in Vol. 33 of Parcel Maps, at page 27.

IV

This Deed is made and accepted subject to all the provisions contained in that certain document defined herein as "Restrictions", all of which is incorporated herein by reference with the same effect as through fully set forth herein.

IN WITNESS WHEREOF, the undersigned have executed the within Deed this \_\_\_\_\_ day of \_\_\_\_\_, 197\_\_\_\_.

MENLO COMMONS,  
a California Joint Venture,  
By SUTTER HILL LIMITED,  
a California Corporation,  
By \_\_\_\_\_  
By \_\_\_\_\_  
By \_\_\_\_\_  
EVERETT E. BERG, doing  
business as Guardian  
Retirement Services

And By \_\_\_\_\_  
RUTH A. BERG, his wife,  
also doing business as  
Guardian Retirement Services  
Grantor

(ACKNOWLEDGMENT)

We, the undersigned Grantees, hereby accept the foregoing Deed subject to all of the terms, conditions and restrictions contained therein.

\_\_\_\_\_  
\_\_\_\_\_  
Grantee

(ACKNOWLEDGMENT)

EXHIBIT "D"  
PLAN OF MERGER

(1) Development Plan. Declarant intends to develop the real property described in Exhibit "A" of the Declaration of Covenants, Conditions and Restrictions Establishing a Plan of Condominium Ownership for The Commons of Menlo Park (hereinafter referred to as "Restrictions") in one (1) stage, and the real property described in Exhibit "B" thereof in one (1) stage; the two (2) stages are herein referred to as Increment I and Increment II, respectively. The initial development consists of forty-seven (47) Units and Common Area, all within the boundaries of the real property identified on Exhibit "A" of the Restrictions as Increment I. The Restrictions shall apply only to Increment I; Increment I shall constitute the entire Project subject to the conditions hereinafter set forth unless and until Increment II is Merged with Increment I as hereinafter set forth. Increment II, if Merged as planned will contain one hundred (100) Units, or less, and Common Area.

If after Increment I has been marketed (or at any other time) Declarant determines in its sole discretion that the demand for real property in Menlo Park justifies further sales, Declarant may construct, sell and Merge the real property described in Exhibit "B" of the Restrictions as Increment II. The sale of Increment I shall not obligate Declarant to construct, sell or Merge Increment II. No increments, except Increment I, shall become a part of this Project nor be subject to the Restrictions until Merged with Increment I as hereinafter set forth.

(2) Declarant's Development Rights. Although interests in the Common Area identified in Exhibit "A" of the Restrictions will be conveyed to the Owners of the Condominiums in Increment I, Declarant reserves the exclusive right to control, manage, and operate all uncompleted portions of the Common Area in Increment I until the completion thereof. Upon completion Declarant shall relinquish its right to manage, control and operate such Common Area, or identified portions of it, by written notification to the Board.

Declarant shall have the right to restrict usage of uncompleted portions of such Common Area in Increment I, excluding the Residents and Owners of completed portions of Increment I from portions of such Common Area until the completion thereof. Pursuant to the foregoing, Declarant may install temporary fences and take any other measures desired by Declarant to insure the safety and security of the areas in which construction has not been completed.

Exhibit "F" of the Restrictions does not describe with particularity the buildings and Units which may be constructed in Increment II. Declarant expressly reserves the right to create the Condominium Plan for Increment II, and to construct Units and buildings, with different floor plans and elevations, in any manner deemed desirable by Declarant, provided, however, that no more than 100 Units, as allowed by local ordinance, shall be constructed in Increment II. The Condominium Plan for Increment II shall be accurately described in the Declaration of Intent to Merge, as hereinafter set forth. Provided, however, that Increment II may not be Merged with Increment I if due to plan changes such Merger causes an increase in the assessment of greater than twenty percent (20%) per Condominium in Increment I, unless fifty-one percent (51%) of each Class of Owners in Increment I consent

writing.

The improvements in Increment II real property may be constructed and completed in any order, combination and sequence deemed desirable by Declarant. Declarant expressly reserves the right not to construct the Condominiums in Increment II, in Declarant's sole discretion.

To facilitate completion of the Project in an orderly manner, nothing in these Restrictions shall be construed to:

(a) Prevent Declarant, its representatives, contractors or subcontractors from doing on the Project or any Increment thereof whatever is reasonably necessary or advisable in connection with the completion of said work, including cutting, grading, clearing, tree removal, etc., on the Common Area; or

(b) Prevent Declarant or Declarant's representatives, contractors or subcontractors from erecting, constructing and maintaining on any part or parts of the Project; such structures as may be reasonably necessary for the conduct of its business of completing said work and establishing said property as a residential community and disposing of the same by sale, lease or otherwise; or

(c) Prevent Declarant from conducting on any part of the Project its business of completing said work and establishing said Project as a residential community and of disposition of the Condominiums by sale, lease or otherwise.

(3) Merger - Increments I and II. For the purpose hereof, Merger with respect to Increments I and II as shown on Exhibits "A" and "B" of the Restrictions shall mean the procedure by which an Increment is made a part of the Project and becomes subject to these Restrictions, by Declarant, as hereinafter set forth:

(a) Effectuation of Merger of Increments I and II. Merger shall take effect with respect to Increments I and II on the happening of all of the following conditions with respect thereof:

(i) Declarant shall have recorded a Declaration of Intent to Merge, similar to the form attached to the Restrictions as Exhibit "D-1" stating that the development and Merger is in accordance with all applicable laws, administrative orders, regulations, rulings and ordinances of any state or municipal authority applicable to the development and sale of the real property, particularly describing the Increment to be Merged, the Units constructed (or to be constructed) therein, and obligating Merger of such parcel on or before a specified date; the Condominium Plan for Increment II shall be reflected in the Declaration of Intent to Merge with the same precision as set forth in Exhibit "F" for Increment I.

(ii) Declarant shall have recorded a Declaration of Merger, similar to the form attached hereto as Exhibit "D-2", particularly describing Increment II as the real property to be Merged; the date of recordation of the Declaration of Merger shall be the effective date of the Merger.

(iii) If Merger has not been accomplished by Declarant for Increment II within three (3) years from the date of issuance of the final public report on the first phase of this Project, Merger shall thereafter require the consent of sixty-six and two-thirds percent (66-2/3%) of the Class "A" Owners. If construction has not commenced on Increment II within five (5) years from the date of recordation hereof, then the right to constitute a Merger with respect to Increment II shall forthwith terminate, and the provisions of paragraph 3(c) hereof shall become effective. If construction has been commenced within said five (5) year period, but not been completed within eight (8) years from the date hereof, then the right to constitute a Merger with respect to Increment II shall forthwith terminate, and the provisions of paragraph 3(c) hereof shall become effective.

(b) Effective Merger of Increments I and II. From and after an effective date of Merger in accordance with the provisions of paragraph 3(a) hereof, the following consequences shall ensue:

(i) Ownership and Use of Common Area. The Owners in Condominiums in each of the Merged Increments shall own an undivided interest as tenants in common in and to the Common Area of the Increment in which each Condominium is located, only; the percentage interest of each Condominium Owner in Increment I is set forth in Exhibit "E"; such schedule provides that one hundred percent (100%) of the Common Area in Increment I to be conveyed to the Condominium Owners in Increment I. One hundred percent (100%) of the Common Area in Increment II is to be conveyed to the Condominium Owners in Increment II. The Declaration of Intent to Merge shall contain a schedule of interests in the Common Area, setting forth the undivided interest in the Common Area in Increment II to be conveyed with each Unit in Increment II. All Owners of Units in Increments I and II shall have equal rights of the use of all common facilities included within the Project and the Merged Increments, and shall be treated the same as if all of said Merged Increments had been developed at the same time as one Condominium Project for all purposes except fee title ownership; the nonexclusive rights of use of the Common Area and facilities of both Increments shall be to the same extent as that possessed by the Owners of Condominiums within each Increment.

(ii) Assessment. The Condominiums in each of the Merged Increments shall be assessed, commencing with the date of recordation of the Declaration of Merger, or such later date as is provided by a Subsidy Agreement executed by and between Declarant and the Association, pursuant to Exhibit "H" of the Restrictions. Notwithstanding the foregoing, however, the Condominiums in Increment II shall not be assessed nor shall they have any obligations with respect to the debts, deficits or obligations in excess of \$5,000 of the Condominiums in Increment I existing at the effective date of Merger. Assessments shall be reassessed after Merger, pursuant to Exhibit "H". Merger shall not result in an increase in the Assessment for Increment I Owners of more than twenty percent (20%) of the estimated cash requirement per Condominium unless approved by fifty-one percent (51%) of each class of Owners. The Declaration of Intent to Merge shall contain a precise schedule of percentage of assessments for the Merged Increments, and shall provide for the allocation among Increments I and II of special assessments and distributions provided for in paragraphs (17) and (18) of the Restrictions.

(iii) Voting. The Class "A" Owners in Condominiums in Increment I and II shall have an equal vote, one vote for each Condominium. The Class "B" Owners shall have three (3) votes for each Condominium then in the Project (if Class "B" is not terminated pursuant to paragraph 3(a) above).

(iv) Election of the Board. At the annual meeting of the Owners next following Merger of Increment II and at all subsequent meetings, the Board to be elected shall govern both Increments I and II. At a special meeting called for that purpose after Merger of Increment II, the Owners may remove the existing Board and elect a Board to govern both Merged Increments at the next annual meeting. Proceedings for calling and holding such meetings shall be those set forth in the Restrictions and laws.

(v) Interpretation. For the purposes hereof, Increment I and Increment II after Merger shall be treated as part of a Condominium Project developed as a whole from the beginning, except to the extent expressly otherwise provided

erein. It is the purpose hereof to provide that from and after the date of Merger, both Increment I and Increment II shall be treated as though they have been developed, divided into condominiums, held, occupied, maintained, and used by the Owners thereof as a single, undivided Project.

(c) Effect of No Merger of Increments I and II. If Declarant does not effect a Merger as provided in paragraph (a) hereof, by reason of Declarant's failure to construct any Units on Increment II, as provided herein, the following consequences shall ensue:

(i) Conveyance. On or before the close of escrow of the first Condominium to be sold in the initial Increment I, Declarant shall have executed a Master Deed conveying all of Declarant's interest in Increment II to the Owners in Increment I, proportionate to the respective interests of the Increment I Owners as set forth in Exhibit "E"; such Master Deed shall be held by First American Title Guaranty Company, San Jose Office, for delivery and recordation upon the determination that Increment II will not be Merged with Increment I as provided in paragraph 3(a) hereof, and the failure or refusal of the City of Menlo Park to finally approve of an independent development within said Increment II within the period allowed in paragraph 3(a) (iii) hereof. In addition thereto, whether or not said Master Deed is delivered and recorded all of Declarant's interest in Increment II shall automatically be vested, by operation of law, in the Owners of the Condominiums in Increment I, unless the City of Menlo Park has finally approved of an independent development with said Increment II prior to expiration of the applicable five (5) or eight (8) year period, as the case may be. As used herein, such approval by the City of Menlo Park shall mean final approval of a final subdivision map resubdividing Increment II for purposes other than Merger with Increment I.

(ii) Effect of Conveyance. The effect of the delivery and recordation of said Master Deed, and/or such automatic vesting, shall be that the Condominium Owners in Increment I shall own the total undivided interest in the entire Project, consisting of Increments I and II. The automatic conveyance to each of the Owners shall be of an amount proportionate to each Owner's existing interest, so that the relative ownership positions of the various Condominium Owners shall not change as among each other. The specific percentages which will be owned by the Increment I Owners are set forth in Exhibit "E". If such conveyance occurs, the Owners in Increment I shall take title to Increment II subject to all bona fide liens, encumbrances, and entitlements of record, except Declarant's interest. Notwithstanding the foregoing, the Class "A" Owners may by a sixty-six and two-thirds percent (66-2/3%) vote elect to reject title to the underdeveloped Increment II on or before the date of such recordation or automatic vesting, and if the Owners so elect the Board shall record a Declaration of non-acceptance, and title shall not pass to the Increment I Owners. Declarant shall provide written notice of this provision to all Class A Owners not more than ninety (90) nor less than thirty (30) days prior to the date scheduled for such vesting.

(iii) Assessments. The Condominiums in the Project as it then exists shall be assessed as provided in Exhibit "H" of the Restrictions.

(iv) Voting. The Class "A" Owners of Condominiums in Increment I shall each have an equal vote for each Condominium owned by such Owners; the Class "B" Owners shall have three (3) votes for each Condominium Owned by such Owners, unless multiple voting rights have terminated pursuant to these Restrictions.

(v) Interpretation. For the purposes hereof, Increment I shall be treated as a single Project developed as a whole from the beginning and shall be treated as if the Plan for the Merger of the Unmerged Increment II had never existed, and that Increment I was and is the entire Condominium Project, as it may be expanded by the conveyance of the interest in Increment II as provided in paragraph 3(c)(i) and (ii) hereof. Provided, however, that nothing herein contained shall prevent the Owners of Increment I from amending the Restrictions after the expiration of the right of Declarant to Merge Increment II, after the applicable five (5) or eight (8) year period has lapsed without construction or Merger; if such should be the case, to provide for construction of Condominium Units in Increment II, pursuant to a Plan approved by all governmental entities having jurisdiction.

(d) Assignability. Declarant expressly reserves the right to assign its right to Merge Increments as herein provided until the right to Merge expires as herein provided. After expiration of the right to Merge, the right to assign shall also expire.

EXHIBIT "D-1"  
DECLARATION OF INTENT TO MERGE  
ESTABLISHING A PLAN OF CONDOMINIUM OWNERSHIP  
FOR  
THE MENLO COMMONS  
INCREMENTS I AND II

EVERETT, E. BERG, a married man, and RUTH A. BERG, his wife, doing business as Guardian Retirement Services and Foster Hill Limited, a California corporation, doing business as MENLO COMMONS, a California Joint Venture (hereinafter called "Declarant") is the owner of Increment II, a portion of all that certain real property located in the County of San Mateo, State of California, commonly known as Menlo Commons; Increment II is more particularly described in Exhibit "X" attached hereto and incorporated herein by reference thereto.

Increment I was subjected to the application of the Covenants, Conditions and Restrictions appearing in that document entitled "Declaration of Covenants, Conditions and Restrictions Establishing a Plan of Condominium Ownership for The Menlo Commons" herein referred to as "Restrictions") filed in the Office of the Recorder of the County of San Mateo, State of California, on \_\_\_\_\_, 197\_\_\_\_, as Instrument No. \_\_\_\_\_, Reel \_\_\_\_\_, Image \_\_\_\_\_. Said real property is described as Parcel \_\_\_\_\_ in that certain parcel map entitled "Parcel Map of A Condominium Project", San Mateo, California, filed in the Office of the Recorder of the County of San Mateo, State of California, on September 30, 1976, in Volume 33 of Parcel Maps, at page 27.

The Restrictions provide for the creation of a Condominium Project as contained in the California Civil Code Section 50(3), developed in two (2) stages, as described in the Restrictions. Also contained in the Restrictions is a Plan for Merger of Increments I and II, as set forth in Exhibit "D" of the Restrictions.

It is Declarant's intention hereby to impose upon Increment II mutually beneficial Restrictions under a general plan of improvement for the benefit of all of said Condominiums and the Owners thereof by the inclusion of Increment II and the Merger hereof of Increment I, which has previously been made subject to the Restrictions and a part of the Project, as described in the \_\_\_\_\_

As required by the Restrictions for the Merger of Increment(s), the following has been accomplished and/or is attached

to:

- (a) The Condominium Plan for Increment II;
- (b) A Schedule of Undivided Interest in the Common area of Increment II;
- (c) A schedule of assessments for Increments I and II; and
- (d) A schedule for special assessments and disbursements pursuant to paragraphs (17) and (18) of the Restrictions, for Increments I and II.

NOW, THEREFORE, Declarant hereby declares that Increment II shall be Merged with Increment I pursuant to paragraph 3 Exhibit "D" of the Restrictions. On or before \_\_\_\_\_, 197\_\_, Declarant shall record the Declaration of Merger as set within said Exhibit "D", paragraph 3(a) of the Restrictions, and on the date of such recordation, the Merger shall be effective.

The Declaration of Merger to be recorded shall be similar to the form attached to the Restrictions and marked Exhibit "D-2". IN WITNESS WHEREOF, the undersigned have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 197\_\_.

"Declarant"  
 MENLO COMMONS,  
 a California Joint Venture,  
 By SUTTER HILL LIMITED,  
 a California corporation,  
 By \_\_\_\_\_  
 By \_\_\_\_\_  
 By \_\_\_\_\_  
 EVERETT E. BERG, doing  
 business as Guardian  
 Retirement Services

And By \_\_\_\_\_  
 RUTH A. BERG, his wife,  
 also doing business as  
 Guardian Retirement Services

(KNOWLEDGMENT)

EXHIBIT "X"  
 OF  
 EXHIBIT "D-1"

Description of Increment II.

CONSENT AND SUBORDINATION

The undersigned, \_\_\_\_\_, a corporation, as Trustee under that certain Deed of Trust dated \_\_\_\_\_, Recorded \_\_\_\_\_, Reel No. \_\_\_\_\_, Image No. \_\_\_\_\_, Series No. \_\_\_\_\_, Official \_\_\_\_\_ of the County Recorder of the County of San Mateo, executed by \_\_\_\_\_, as Trustor, with \_\_\_\_\_, as Beneficiary, does hereby consent to the execution and recordation of the attached Declaration of Intent to Merge and does hereby subordinate said Deed of Trust to said Declaration of Intent to Merge, to the same extent with the same force and effect as if said Declaration of Intent to Merge had been executed and recorded prior to the execution and recordation of said Deed of Trust.

IN WITNESS WHEREOF, the undersigned has executed this Consent and Subordination this \_\_\_\_\_ day of \_\_\_\_\_, 197\_\_.

By \_\_\_\_\_  
 By \_\_\_\_\_

(KNOWLEDGEMENT)

EXHIBIT "D-2"  
DECLARATION OF MERGER

EVERETT E. BERG, a married man, and RUTH A. BERG, his wife, doing business as Guardian Retirement Services and Sutter Hill Limited, a California corporation, doing business as MENLO COMMONS, a California Joint Venture (hereinafter called "Declarant"), hereby declares:

(1) This Declaration is issued in compliance with that document entitled "Declaration of Covenants, Conditions and Restrictions Establishing a Plan of Condominium Ownership for The Menlo Commons", executed by Declarant on \_\_\_\_\_, and recorded in the Office of the Recorder of the County of San Mateo, State of California, as Instrument No. \_\_\_\_\_, \_\_\_\_\_, Image \_\_\_\_\_, and following, and pursuant to the Declaration of Intent to Merge--Establishing a Plan of Condominium Ownership for The Menlo Commons, Increments I and II, executed by Declarant on \_\_\_\_\_, 197\_\_, and recorded in the Office of the Recorder of the County of San Mateo, State of California, as Instrument No. \_\_\_\_\_, Reel \_\_\_\_\_, Image \_\_\_\_\_, and following.

(2) The development and Merger are in accordance with all applicable laws, administrative orders, regulations, rules, ordinances of any state or municipal authority applicable to the development and sale of the real property.

(3) From and after the date of recordation of this Declaration in the Office of the Recorder of the County of San Mateo, State of California, Merger shall be accomplished with respect to Increments I and II as set forth herein, and all of the incidents of the Plan of Merger referred to in Exhibit "D" of the Restrictions shall be in full force and effect as if the entire Project had been developed as a single Condominium Project, as set forth in said Exhibit "D".

IN WITNESS WHEREOF, the undersigned have executed the within document this \_\_\_\_\_ day of \_\_\_\_\_, 197\_\_.

"Declarant"  
 MENLO COMMONS,  
 a California Joint Venture,

By SUTTER HILL LIMITED,  
a California corporation,

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

EVERETT E. BERG, doing  
business as Guardian  
Retirement Services

And By \_\_\_\_\_

RUTH A. BERG, his wife,

also doing business as  
Guardian Retirement Services

KNOWLEDGMENT)

CONSENT AND SUBORDINATION

The undersigned, \_\_\_\_\_, a corporation, as Trustee under that certain Deed of Trust dated \_\_\_\_\_, Recorded \_\_\_\_\_, Reel No. \_\_\_\_\_, Image No. \_\_\_\_\_, Series No. \_\_\_\_\_, Official Records of the County Recorder of the County of San Mateo, executed by \_\_\_\_\_, as Trustor, with \_\_\_\_\_, beneficiary, does hereby consent to the execution and recordation of the attached Declaration of Merger and does hereby subordinate said Deed of Trust to said Declaration of Merger, to the same extent and with the same force and effect as if said Declaration of Merger had been executed and recorded prior to the execution and recordation of said Deed of Trust.

IN WITNESS WHEREOF, the undersigned has executed this Consent and Subordination this \_\_\_\_\_ day of \_\_\_\_\_, 197 \_\_\_\_.

By \_\_\_\_\_

By \_\_\_\_\_

KNOWLEDGEMENT)

EXHIBIT "E"

UNDIVIDED INTEREST IN COMMON AREA

INCREMENT I: The percentage of undivided interest in the Common Area in Increment I conveyed with each Unit in Increment I is as follows:

UNIT NO.

PERCENTAGE OF UNDIVIDED INTEREST

A-101	.02114
A-102	.02487
A-103	.02356
A-104	.02157
A-105	.02001
A-106	.02156
A-201	.02125
A-202	.01891
A-203	.01891
A-204	.01891
A-205	.02187
A-206	.02135
A-207	.01900
A-208	.01900
A-209	.01713
A-210	.02187
A-301	.02657
A-302	.02324
A-303	.02011
A-304	.02667
A-305	.02324
A-306	.02087
B-101	.02135
B-102	.01900
B-103	.01900
B-104	.01900
B-105	.02187
B-106	.02135
B-107	.01900
B-108	.02543
B-109	.02186
B-201	.02155
B-202	.01921
B-203	.01921
B-204	.01921
B-205	.02187
B-206	.02154
B-207	.01921

B-208	.01921
B-209	.01714
B-210	.02187
B-301	.02657
B-302	.02325
B-303	.02000
B-304	.02657
B-305	.02325
B-306	.02087

TOTAL

100%

11. The percentage of undivided interest in the Common Area in Increment II conveyed with each Unit in Increment II shall be as established in the Declaration of Intent to Merge.

EXHIBIT "F"  
THE PLAN

(1) This is a Map and Plan of a "Project" as defined in Section 1350(3) of the Civil Code of the State of California and Section 1351 of the Civil Code of the State of California, the buildings being shown hereon, according to Section 1351 of said Civil Code, "in sufficient detail to identify each unit, its relative location and approximate dimensions", and the subdivision depicted hereon is subject to the provisions of the California Condominium Act, Title 6, Part 4, Division 2, of the Civil Code.

(2) Condominiums. The Project consists of forty-seven (47) initial Condominiums in Increment I; an additional one hundred (100), more or less, Condominiums may be added to the Project by Merger, as set forth in Exhibit "D" of the Restrictions. If all Increments are Merged, the Project will consist of one hundred forty-seven (147) Condominiums, more or less, in the real property described in Exhibits "A" and "B" of the Restrictions. Each Condominium is composed of the following:

A Unit, an exclusive easement for a Parking Space and an undivided interest in the Common Area. Condominiums which may be Merged from the Exhibit "B" property shall receive a nonexclusive right to use Common Area and facilities in Increment I, as described herein, but shall not receive fee title to any of the Common Area within said Exhibit "A" property. Likewise, if Merger occurs, the Owners in Increment I shall have a nonexclusive right to use the Common Area and facilities (if any) in Increment II. The incidents of ownership of each Condominium will be particularly described in the Deed(s) conveying the ownership interest in each Condominium.

The boundaries of the various components comprising the Condominium are as hereinafter set forth.

(3) Common Area. The Common Area consists of all the real property including improvements and air space not a part of the Units; the Common Area includes bearing walls, columns, floors, roofs, foundations, elevator equipment and shafts, reservoirs, tanks, pumps, and the central services, meters, pipes, decks, flues, chutes, conduits, wires and other utility installations, wherever located, including the waste and drain lines and traps, water lines, faucets, and the plumbing portions of dishwashers and disposers, electrical wall plugs, subfeed circuit breaker panels and heaters, wall switches, standard light fixtures, electrical components of standard ranges and ovens, dishwashers, and garbage disposers, inside or outside of the Units.

(4) Units. The forty-seven (47) Units in this Project (Increment I) are identified by the letters and arabic numerals as follows: A-101, A-102, A-103, A-104, A-105, A-106, A-201, A-202, A-203, A-204, A-205, A-206, A-207, A-208, A-209, A-210, A-301, A-302, A-303, A-304, A-305, A-306, B-101, B-102, B-103, B-104, B-105, B-106, B-107, B-108, B-109, B-201, B-202, B-203, B-204, B-205, B-206, B-207, B-208, B-209, B-210, B-301, B-302, B-303, B-304, B-305 and B-306.

The one hundred (100) (more or less) proposed Units in Increment II, which may be Merged, will be identified by the letters and arabic numerals as established in the Declaration of Intent to Merge.

The Units include the Balconies adjacent to the Units, designated herein with the corresponding arabic numerals of the exterior living space of each Unit, each of which is, however, preceded by the letter "b".

The boundaries of the "living space" or "apartment area" of each Unit are as follows:

The interior unfinished surfaces of the perimeter walls, floors, ceilings, windows and doors thereof, including the portions of the building so described and the air space so encompassed; excluding, however, Common Areas within the Unit, load bearing walls wherever located, waste and drain line traps, water lines and faucets, also excluding the circulation systems of the dishwashers and garbage disposers, electrical wall plugs, wall switches, standard light fixtures, subfeed circuit breaker panels and heaters, electrical components of standard ranges and ovens, dishwashers and garbage disposers, within the Unit to the unfinished surface thereof, but including nonstandard light fixtures, refrigerators, air conditioners, the remainder of the sinks, tubs, shower stalls, toilets, nonelectrical surfaces of standard ranges and ovens, and nonelectrical and nonplumbing portions of dishwashers and garbage disposers.

The boundaries of the Balcony portions of each Unit are as follows:

The interior finished surfaces of the walls and/or railings encompassing the same, to the approximate dimensions shown hereon, the interior finished surface of the floor thereof and the interior finished surface extended of the ceiling of the adjoining living space as shown hereon.

(5) Parking Spaces. Parking Spaces are the lettered-numbered (e.g., AP-306) portions of the Common Area designated herein. The exclusive use of at least one (1) such Parking Space will be granted to or reserved for the Owner of each Unit, as designated in his Deed. The boundary lines of the Parking Spaces are to the dimensions shown herein and to the finished surfaces of a floor, ceiling, and interior columns and walls thereof. Extra Parking Spaces herein may be granted or reserved as easements to the Declarant, or licensed by the Board or Declarant to the individual Owners, for their exclusive use, and the Board may impose a fee for such exclusive licensed use. Parking Spaces not conveyed by Declarant to an Owner shall be controlled by the Board, as provided in the Restrictions; any excess Parking Spaces not conveyed by the Declarant to an Owner within ninety (90) days after transfer of title to the last Condominiums (in all Increments) to be sold by Declarant shall be owned by the Owners, as a portion of the Common Area, subject to the right of the Board to license such exclusive use and impose fees. Parking Spaces not granted or reserved in a Deed shall be made available for use in a manner that is proportionately equitable as between Increments I and II, if



arger occurs, based upon the number of Condominiums in each Increment. If the Board does not so license such spaces, they shall be utilized as guest parking for parking passenger motor vehicles until such time as the Board by resolution provides otherwise. The boundary lines of the uncovered Parking Spaces are to the dimensions shown herein and to the finished surfaces of the floor, with the limiting boundaries being a vertical plane seven feet (7') from the finished surface of the floor, and the perimeter boundaries shall be a horizontal plane as diagramed herein. Boundaries of the covered Parking Spaces are to the dimensions shown herein and to the finished surfaces of the floor, ceiling and interior columns and walls thereof where in existence, and where not, along a vertical plane extended from floor to ceiling along the lines shown hereon.

(6) Elevations. Elevations are based on the City of Menlo Park datum.

(7) All boundary lines and dimension lines intersect at right angles unless otherwise noted.

(8) This Plan applies to the real property described in Exhibit "A" (and, after Merger, Exhibit "B") of the Declaration of Covenants, Conditions and Restrictions Establishing a Plan of Condominium Ownership for The Menlo Commons to which this Exhibit is attached and forms a part thereof. Initially, the Plan shall apply only to Increment I; thereafter, it may also apply to Increment II if it is Merged in accordance with Exhibit "D"; if Increment II is Merged, a supplementary Condominium Plan describing each of the Condominiums in Increment II shall be recorded as set forth in Exhibit "D".

#### EXHIBIT "G"

#### TRANSFERS

In order to maintain a community of congenial residents and thus protect the value of the Condominiums, the transfer of occupancy and/or Ownership of Condominiums by an Owner other than the Declarant shall be subject to the following provisions thirty (30) years from the date of execution of these Restrictions, or until the Condominium Project ceases to exist, whichever occurs first:

(1) Transfers Subject to Approval.

(a) Sale, Lease or Gift. No Owner may sell, lease, or give away his Condominium or any interest therein without prior written approval of the Board except to another Owner of a Condominium within the Project.

(b) Devise or Inheritance. If any Owner shall acquire his title by devise or inheritance, the continuance of Ownership of his Condominium shall be subject to the approval of the Board.

(c) Other Transfers. If any Owner shall acquire his title by any manner not heretofore considered in the foregoing subsections, the continuance of his Ownership of his Condominium shall be subject to the written approval of the Board.

(2) Approval by the Board. The approval of the Board which is required for the transfer of Ownership of Condominiums shall be given when the following conditions exist:

(a) Qualifications of Transferee.

(i) The proposed transferee, whether a buyer, lessee, donee, devisee, or other transferee, must meet the following objective standards:

(A) The proposed occupancy by the transferee or lessee and his family shall not be in violation of paragraphs (14) (m), (n) or (p) of the Restrictions to which this Exhibit is attached.

(B) The following has been complied with:

1. All fees, charges, Assessments, interest, penalties, and special Assessments levied by the Association against such Condominium shall have been fully paid to the Association to the extent that the same have not been paid by the Association; and

2. There shall have been submitted to the Association a statement setting forth the name and address of the proposed lessee or transferee together with an application for consent to occupy by the prospective lessee or transferee (if the transferee is to occupy) in such form as the Association may prescribe in its Bylaws; and

3. There shall have been submitted to the Association if required by the Association, a true copy of the proposed lease or contract or instrument of transfer together with a statement fully setting forth the terms and conditions, rental, term and/or purchase price of the proposed transfer; and

4. Written consent to the occupancy of the Unit by the prospective lessee or transferee (if the transferee is to occupy) shall have been duly given by the Association as provided for in paragraph (14)(a) of the Restrictions.

(C) The transferee is not engaged in any illegal occupation or activity of such nature as would diminish the values of the property or bring the Project into disrepute in the opinion of a reasonable man; provided, however, that the foregoing shall not be used in any manner to discriminate on the basis of race, sex, religion, marital status, or national origin.

(b) Notice to Board.

(i) Sale. An Owner intending to make a bona fide sale of his Condominium or any interest therein shall give to the Board such information concerning the intended purchaser as is indicated above.

(ii) Lease. An Owner intending to make bona fide lease of his Condominium or any interest therein shall give to the Board such information concerning the lessee as is indicated above.

(iii) Gift, Devise or Inheritance; Other Transfers. An Owner who has obtained his title by gift, devise or inheritance, or by any other manner not heretofore considered, shall give to the Board notice of the acquiring of his title, together with the information as is indicated above, and a certified copy of the instrument evidencing the Owner's title

(iv) Failure to Give Notice. If the notice to the Board herein required is not given, then at any time after receiving knowledge of a transaction or event transferring Ownership or possession of a Condominium, the Board at its election and without notice, except when the transfer is by one of the methods mentioned under paragraph 2(b) (iii) above, in which case notice shall be given, may approve or disapprove the transaction or Ownership under the standards set forth above. If the Board disapproves the transaction or Ownership, the Board shall proceed as if it had received the required notice on the date of such approval.

(c) Certificate of Approval.

(i) Sale or Lease. If the proposed transaction is a sale or lease, then within fifteen (15) days after receipt of such notice and information the Board must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the Board in recordable form and shall be delivered to the purchaser and shall

recorded in the Office of the Recorder of the County of San Mateo, State of California.

(ii) Gift, Devise or Inheritance; Other Transfers. If the Owner giving the notice has acquired his title by gift, devise, or inheritance or in any other manner, then within fifteen (15) days after receipt of such notice and information the Board must either approve or disapprove the continuance of the Owner's Ownership of his Condominium. If approved, the approval shall be stated in a certificate executed by the Board in recordable form and shall be delivered to the Condominium Owner and shall be recorded in the Office of the Recorder of the County of San Mateo, State of California.

(d) Approval of Corporate Owner or Purchaser. Inasmuch as the Condominium Project may be used only for residential purposes and a corporation cannot occupy a Condominium (sic) for such use, if the Owner or purchaser of a Condominium is a corporation, the approval of Ownership by the corporation shall be conditioned by requiring that all persons occupying the Unit be approved as hereinabove set forth by the Board.

(3) Disapproval by Board. If the Board should disapprove the transfer or Ownership of a Condominium, the matter shall be disposed of in the following manner:

(a) Sale. If the proposed transaction is of a sale, within fifteen (15) days after receipt of such notice and information the Board shall deliver or mail by registered mail to the Condominium Owner an agreement to purchase by a purchaser approved by the Board (which purchaser may be the Association) who will purchase and to whom the Condominium Owner must sell the Condominium upon the following terms:

(i) At the option of the purchaser to be stated in the agreement, the price to be paid shall be that stated in the disapproved contract to sell or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Condominium; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of arbitration shall be paid by the purchaser.

(ii) The purchase price shall be paid in cash.

(iii) The sale shall be closed within thirty (30) days after the delivery or mailing of said agreement to purchase, or within ten (10) days after the determination of the sale price if such is by arbitration, whichever is the latter.

(iv) If the Board shall fail to provide a purchaser upon the demand of the Condominium Owner in the manner provided, or if a purchaser furnished by the Board shall default in his agreement to purchase, the proposed transaction shall be deemed to have been approved and the Board shall furnish a certificate of approval as hereinabove (sic) provided.

(b) Lease. If the proposed transaction is a lease, the Condominium Owner shall be advised of the disapproval in writing, and the lease shall not be made.

(c) Gift, Devise or Inheritance; Other Transfers. If the Owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within fifteen (15) days after receipt from the Owner of the notice and information required to be furnished, the Board shall deliver or mail by registered mail, to the Condominium Owner an agreement to purchase by a purchaser approved by the Board (which purchaser may be the Association) who will purchase and to whom the Condominium Owner must sell the Condominium upon the following terms:

(i) The sale price shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Condominium; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of arbitration shall be paid by the purchaser.

(ii) The purchase price shall be paid in cash.

(iii) The sale shall be closed within ten (10) days following the determination of the sales price.

(iv) If the Board shall fail to provide a purchaser as herein required, or if a purchaser furnished by the Board shall default in his agreement to purchase, then notwithstanding the disapproval such Ownership shall be deemed to have been approved, and the Board shall furnish a certificate of approval as elsewhere provided.

(4) Mortgage. No Condominium Owner may mortgage his Condominium nor any interest therein without the approval of the Board except to a Bank, Life Insurance Company or a Savings and Loan Association, unless such other Mortgagee agrees to be bound by the occupancy conditions hereinabove set forth for qualification as a transferee.

(5) Exceptions. The foregoing provisions of this section entitled "TRANSFERS" shall not apply to a transfer to or purchase by a Bank, Life Insurance Company, or Savings and Loan Association which acquires its title as a result of owning a mortgage upon the Condominium concerned, and this shall be so whether the title is acquired by deed from the Mortgagor or his successor in title or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by a Bank, Life Insurance Company or Savings and Loan Association which so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to any Condominium at a duly advertised public sale with open bidding which is provided by law, such as but not limited to, execution sale, foreclosure sale, judicial sale or tax sale.

(6) Unauthorized Transaction. Any sale, mortgage or lease which is not authorized pursuant to the terms of this Declaration shall be voidable unless subsequently approved by the Board.

(7) Maintenance of List of Purchasers and Lessees. The Board shall establish, maintain and update a list of all persons or entities known to the Board who reasonably appear qualified and interest in purchasing or leasing a Condominium in the Project, and shall supply such list to any Owner whose prospective purchaser or tenant has been rejected by the Board. The Owner may or may not select a person from his list as a Lessee, at the Owner's election.

#### EXHIBIT "H"

#### ALLOCATION OF ESTIMATED CASH REQUIREMENT

1. The estimated cash requirement for Assessments for Increment I shall be allocated to each Condominium in Increment I (until Merger of Increment II occurs, if ever) as follows:

UNIT NO.	UNIT TYPES	PERCENTAGE OF ASSESSMENT
A-101	2 AD 2 BA	2.160%

-102	2 BD 2 BA	2.484%
-103	2 BD 2 BA	2.484%
-104	2 BD 2 BA	2.160%
-105	1 BD 1 BA	1.888%
-106	2 BD 2 BA	2.160%
-201	1 BD 1 BA	2.160%
-202	1 BD 1 BA	1.888%
-203	1 BD 1 BA	1.888%
-204	1 BD 1 BA	1.888%
-205	2 BD 2 BA	2.160%
-206	2 BD 2 BA	2.160%
-207	1 BD 1 BA	1.888%
-208	1 BD 1 BA	1.888%
-209	1 BD 1 BA	1.888%
-210	2 BD 2 BA	2.160%
-301	2 BD 2 BA	2.484%
-302	2 BD 2 BA	2.484%
-303	1 BD 1 BA	2.045%
-304	2 BD 2 BA	2.484%
-305	2 BD 2 BA	2.484%
-306	1 BD 1 BA	2.045%
101	2 BD 2 BA	2.160%
102	1 BD 1 BA	1.888%
103	1 BD 1 BA	1.888%
104	1 BD 1 BA	1.888%
105	2 BD 2 BA	2.160%
106	2 BD 2 BA	2.160%
107	1 BD 1 BA	1.888%
108	2 BD 2 BA	2.484%
109	2 BD 2 BA	2.160%
201	2 BD 2 BA	2.160%
202	1 BD 1 BA	1.888%
203	1 BD 1 BA	1.888%
204	1 BD 1 BA	1.888%
205	2 BD 2 BA	2.160%
206	2 BD 2 BA	2.160%
207	1 BD 1 BA	1.888%
208	1 BD 1 BA	1.888%
209	1 BD 1 BA	1.888%
210	2 BD 2 BA	2.160%
301	2 BD 2 BA	2.484%
302	2 BD 2 BA	2.484%
303	1 BD 1 BA	2.045%
304	2 BD 2 BA	2.484%
305	2 BD 2 BA	2.484%
306	1 BD 1 BA	2.045%
TOTAL		<u>100.000%</u>

If Increment II is Merged with Increment I, pursuant to Exhibit "D", the estimated cash requirements for Assessments for the Project (Increments I and II) shall be allocated to each Condominium in the Project as provided in the applicable Declaration of Intent to Merge, provided, however, that Merger shall not cause an increase in per Condominium assessments for Owners in Increment I at the time of Merger which is greater than twenty percent (20%) of the assessment per Condominium for that fiscal year. In determining the percentage of assessments for Increments I and II after Merger, the Declarant shall follow the proportionate formula based upon the same criteria utilized by Declarant in establishing the percentages for Increment I above, as hereinafter provided. Said formula of necessity involves rounding off percentages. The determination of Declarant as set forth in the Declaration of Intent to Merge shall be conclusive on all Owners.

The Assessments shall be allocated proportionately, with all Type I One (1) bedroom Condominiums paying an equal amount, all Type II one (1) bedroom Condominiums paying an equal amount, all Type I Two (2) bedroom Condominiums paying an equal amount, all Type II two (2) bedroom Condominiums paying an equal amount, and all three (3) bedroom Condominiums paying an equal amount. The proportionate share of the Assessments shall be allocated pursuant to the following ratio:

ONE BEDROOM TYPE I	1.0X
ONE BEDROOM TYPE II	1.1X
TWO BEDROOM TYPE I	1.2X
TWO BEDROOM TYPE II	1.3X
THREE BEDROOM	1.4X

The value factor of "X", and thus the Assessment percentage for each type of Condominium, shall be determined as follows:

- (1) The total number of each type of Condominium in the Project shall be determined;
- (2) The above specified factor (e.g. 1.0, 1.1, etc.) for each type of Condominium shall be multiplied by the total

number of that type of Condominium then in the Project;

(3) The product of the multiplications arrived at under (2) above shall be added together;

(4) Thus, by dividing one (1) by the total of the products determined in (3) above, the weighted factor for a TYPE I one bedroom Condominium (or "X") is calculated;

(5) Then, by applying the specified factor (i.e., 1.1, 1.2, 1.3 and 1.4) to the TYPE I one bedroom Condominium percentage, the respective proportionate percentages for each Condominium will be properly determined;

(6) The result of (5) above, after rounding by Declarant, for each type of Condominium (sic) shall be multiplied by the total Assessment, which will result in the dollar amount to be paid by each type of Condominium.

The percentage factors provided for above shall be rounded off to five decimal places in each operation; the Assessment to be paid by each Condominium shall be rounded off to the nearest cent.

#6b

AMENDMENT

TO DECLARATION OF COVENANTS AND RESTRICTIONS ESTABLISHING A PLAN OF CONDOMINIUM OWNERSHIP - FOR THE MENLO COMMONS

A. On MARCH 11, 1977, the original Restrictions referred to above were recorded in the Office of the San Mateo County Recorder, State of California, Volume 7405, Page 331, affecting all that certain real property situated in the City of San Mateo, County of San Mateo, State of California, lying within The Menlo Commons as shown on that certain Parcel Map entitled "Parcel Map of a Condominium Project", filed in the Office of the Recorder of the County of San Mateo, State of California, on September 30, 1976, in Volume 33 of Parcel Maps at page 27.

B. Paragraph 22 on page 23 of said Restrictions provides for Amendment by an instrument in writing executed by seventy-five percent (75%) of the record owners thereof.

C. Due to an oversight error it is the desire of the Owners to Amend said Restrictions as hereinafter set forth, with the result that the original intent of the Declarant and all Owners will be effectuated.

NOW, THEREFORE, the undersigned hereby amend the above-described Restrictions as follows:

(1) Exhibit "D", page 1, and Exhibit "F", pages 1, 2 and 4, are hereby amended in such places where the number of Units in Increment II is specified, to read "seventy-five (75) to one hundred (100) Units, more or less," in the place of the present wording "one hundred (100) Units, more or less," in the form attached hereto and hereby incorporated herein by this reference.

(2) Exhibit "H" is hereby deleted in its entirety and a new Exhibit "H" in the form attached hereto is hereby incorporated by this reference.

(3) This amendment shall be effective on the date it is recorded as provided in the Restrictions, but it shall relate back to the date of recordation of the Restrictions in its operation.

IN WITNESS WHEREOF, the undersigned (constituting all Owners of the Project) have executed this Amendment on this 28 day of APRIL, 1977.

NAME

CONDOMINIUM OWNED

"Declarant"  
MENLO COMMONS,  
a California Joint Venture,

All Condominiums  
In The Project

By SUTTER HILL LIMITED,  
a California corporation,

By MICHAEL D. COUCH, Vice-President

By WYLIE R. SHELDON, Secretary

VOL 7469 PAGE 740  
17027AL

RECORDED AT REQUEST OF  
FIRST AMERICAN TITLE INSURANCE CO.  
SAN MATEO COUNTY TITLE DIVISION

APR 28 AM 1977

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VOL 7469 PAGE 740

RECORDER'S OFFICE SAN MATEO COUNTY

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200 48 CCC  
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DAVIS, CRAIG & BARTALINI  
ATTORNEYS AT LAW  
1134 BALLENA BLVD.  
ALAMEDA, CALIFORNIA  
(415) 521-1211

17027AL

By Everett E. Berg  
EVERETT E. BERG, doing  
business as Guardian  
Retirement Services

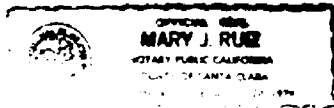
And By Ruth A. Berg  
RUTH A. BERG, his wife,  
also doing business as  
Guardian Retirement Services

STATE OF CALIFORNIA )  
SANTA CLARA ss.  
COUNTY OF ~~KEXMEEK~~ )

On this 6th day of May, 1977,  
before me Mary J. Ruiz, a Notary Public in  
and for said County and State, residing therein, duly  
commissioned and sworn, personally appeared Michael D.  
Couch and Wylie R. Sheldon, known to me to  
be the Vice President and Secretary of  
Sutter Hill Limited, a California corporation, known to me  
to be the persons who executed the within instrument  
on behalf of the corporation therein named, on behalf of  
Menlo Commons, a California Joint Venture, which corporation  
is known to me to be one of the joint venturers of such  
joint venture, and acknowledged to me that such corporation  
executed the same pursuant to its bylaws or a resolution  
of its Board of Directors on behalf of the joint venture  
which executed the within instrument and they acknowledged  
to me that such joint venture executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and  
affixed my official seal in the County and State aforesaid  
the day and year first above written.

Mary J. Ruiz  
Notary Public in and for said  
County and State



-2-



STATE OF CALIFORNIA )  
                                  ) ss.  
COUNTY OF ALAMEDA )



On this 6th day of May, 1977,  
before me, Ruth J. McDonald, a Notary Public in  
and for said County and State, residing therein, duly  
commissioned and sworn, personally appeared Everett E.  
Berg, dba Guardian Retirement Services, and Ruth A. Berg,  
also dba Guardian Retirement Services, known to me to be  
the persons and joint venturers whose names are subscribed  
to the within instrument, on behalf of Menlo Commons,  
a California Joint Venture, and acknowledged to me that  
they executed the same, and that such joint venture  
executed the within instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and  
affixed my official seal in the County and State aforesaid  
the day and year first above written.

*Ruth J. McDonald*  
Notary Public in and for  
said County and State

## EXHIBIT "D"

PLAN OF MERGER

(1) Development Plan. Declarant intends to develop the real property described in Exhibit "A" of the Declaration of Covenants, Conditions and Restrictions Establishing a Plan of Condominium Ownership for The Menlo Commons (hereinafter referred to as "Restrictions") in one (1) stage, and the real property described in Exhibit "B" thereof in one (1) stage; the two (2) stages are herein referred to as Increment I and Increment II, respectively. The initial development consists of forty-seven (47) Units and Common Area, all within the boundaries of the real property identified on Exhibit "A" of the Restrictions as Increment I. The Restrictions shall apply only to Increment I; Increment I shall constitute the entire Project subject to the conditions hereinafter set forth unless and until Increment II is Merged with Increment I as hereinafter set forth. Increment II, if Merged as planned will contain seventy-five (75) to one hundred (100) Units, more or less, and Common Area.

If after Increment I has been marketed (or at any other time) Declarant determines in its sole discretion that the demand for real property in Menlo Park justifies further sales, Declarant may construct, sell and Merge the real property described in Exhibit "B" of the Restrictions as Increment II. The sale of Increment I shall not obligate Declarant to construct, sell or Merge Increment II. No increments, except Increment I, shall become a part of this Project nor be subject to the Restrictions until Merged with Increment I as hereinafter set forth.

(2) Declarant's Development Rights. Although interests in the Common Area identified in Exhibit "A" of the Restrictions will be conveyed to the Owners of the Condominiums in Increment I, Declarant reserves the exclusive right to control, manage, and operate all uncompleted portions of the Common Area in Increment I until the completion thereof. Upon completion Declarant shall relinquish its right to manage, control and operate such Common Area, or identified portions of it, by written notification to the Board.

Declarant shall have the right to restrict usage of uncompleted portions of such Common Area in Increment I, excluding the residents and Owners of completed portions of Increment I from portions of such Common Area until the completion thereof. Pursuant to the foregoing, Declarant may install temporary fences and take any other measures desired by Declarant to insure the safety and security of the areas in which construction has not been completed.

## EXHIBIT "F"

THE PLAN

(1) This is a Map and Plan of a "Project" as defined in Section 1350(3) of the Civil Code of the State of California and Section 1351 of the Civil Code of the State of California, the buildings being shown hereon, according to Section 1351 of said Civil Code, "in sufficient detail to identify each unit, its relative location and approximate dimensions", and the subdivision depicted hereon is subject to the provisions of the California Condominium Act, Title 6, Part 4, Division 2, of the Civil Code.

(2) Condominiums. The Project consists of forty-seven (47) initial Condominiums in Increment I; an additional seventy-five (75) to one hundred (100), more or less, Condominiums may be added to the Project by Merger, as set forth in Exhibit "D" of the Restrictions. If all Increments are Merged, the Project will consist of one hundred twenty-two (122) to one hundred forty-seven (147) Condominiums, more or less, in the real property described in Exhibits "A" and "B" of the Restrictions. Each Condominium is composed of the following:

A Unit, an exclusive easement for a Parking Space and an undivided interest in the Common Area. Condominiums which may be Merged from the Exhibit "B" property shall receive a nonexclusive right to use Common Area and facilities in Increment I, as described herein, but shall not receive fee title to any of the Common Area within said Exhibit "A" property. Likewise, if Merger occurs, the Owners in Increment I shall have a nonexclusive right to use the Common Area and facilities (if any) in Increment II. The incidents of ownership of each Condominium will be particularly described in the Deed(s) conveying the ownership interest in each Condominium.

The boundaries of the various components comprising the Condominium are as hereinafter set forth.

(3) Common Area. The Common Area consists of all the real property including improvements and air space not a part of the Units; the Common Area includes bearing walls, columns, floors, roofs, foundations, elevator equipment and shafts, reservoirs, tanks, pumps, and the central services, meters, pipes, decks, flues, chutes, conduits, wires and other utility installations, wherever located, including the waste and drain lines and traps, water lines, faucets, and the plumbing portions of dishwashers and disposers, electrical wall plugs, subfeed circuit breaker panels and heaters, wall switches, standard light fixtures, electrical components of standard ranges and ovens, dishwashers, and garbage disposers, inside or outside of the Units.

(4) Units. The forty-seven (47) Units in this Project (Increment I) are identified by the letters and arabic numerals as follows: A-101, A-102, A-103, A-104, A-105, A-106, A-201, A-202, A-203, A-204, A-205, A-206, A-207, A-208, A-209, A-210, A-301, A-302, A-303, A-304, A-305, A-306, B-101, B-102, B-103, B-104, B-105, B-106, B-107, B-108, B-109, B-201, B-202, B-203, B-204, B-205, B-206, B-207, B-208, B-209, B-210, B-301, B-302, B-303, B-304, B-305 and B-306.

The seventy-five (75) to one hundred (100) (more or less) proposed Units in Increment II, which may be Merged, will be identified by the letters and arabic numerals as established in the Declaration of Intent to Merge.

The Units include the Balconies adjacent to the Units, designated herein with the corresponding arabic numerals of the interior living space of each Unit, each of which is, however, preceded by the letter "b".

The boundaries of the "living space" or "apartment area" of each Unit are as follows:

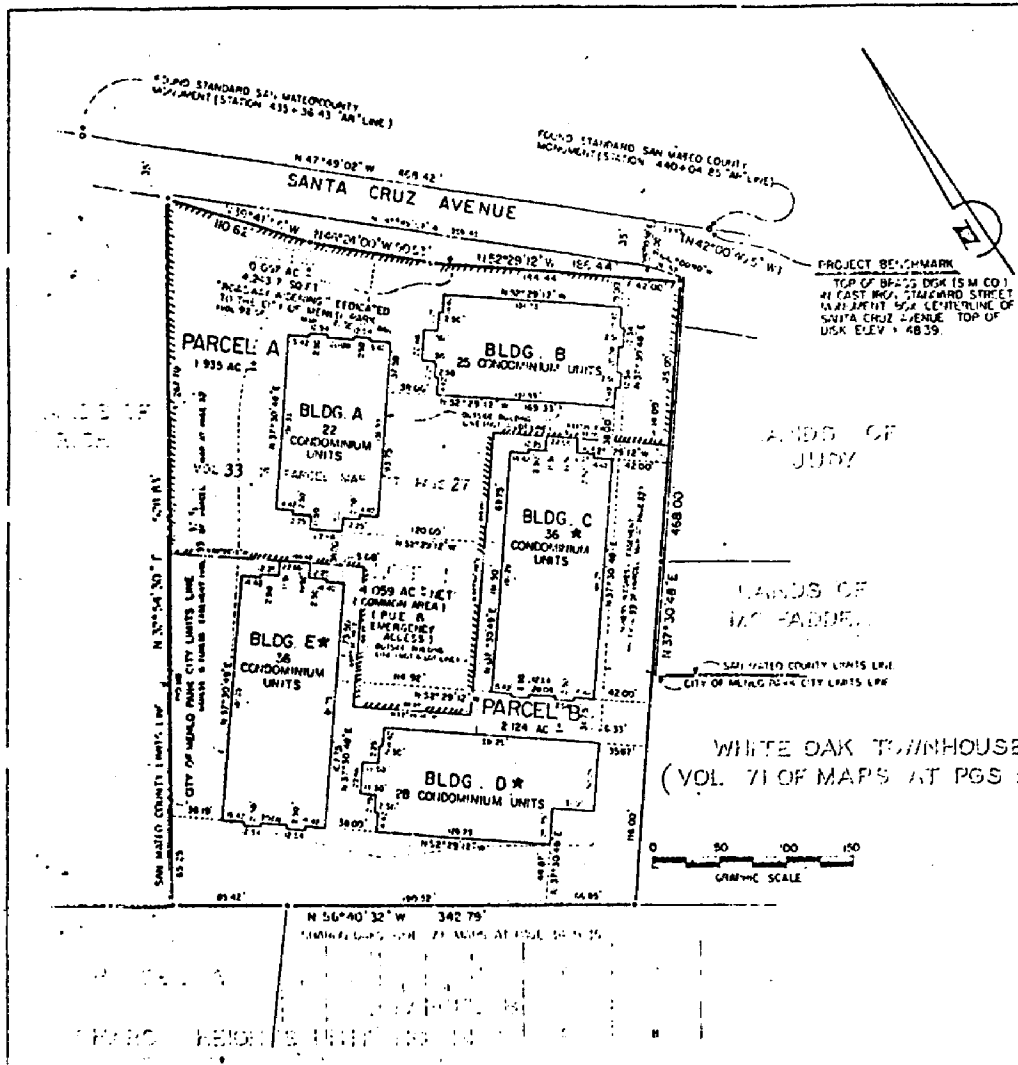
The interior unfinished surfaces of the perimeter walls, floors, ceilings, windows and doors thereof, including the portions of the building so described and the air space so encompassed; excluding, however, Common Areas within the Unit, load bearing walls wherever located, waste and drain line traps, water lines and faucets, also excluding the circulation systems of the dishwasher and garbage disposers, electrical wall plugs, wall switches, standard light fixtures, subfeed circuit breaker panels and heaters, electrical components of standard ranges and ovens, dishwashers and garbage disposers, within the Unit to the unfinished surface thereof, but including nonstandard light fixtures, refrigerators, air conditioners, the remainder of the sinks, tubs, shower stalls, toilets, nonelectrical surfaces of standard ranges and ovens, and nonelectrical and nonplumbing portions of dishwashers and garbage disposers.

The boundaries of the Balcony portions of each Unit are as follows:

The interior finished surfaces of the walls and/or railings encompassing the same, to the approximate dimensions shown hereon, the interior finished surface of the floor thereof and the interior finished surface extended of the ceiling of the adjoining living space as shown hereon.

(5) Parking Spaces. Parking Spaces are the lettered-numbered (e.g., AP-306) portions of the Common Area designated herein. The exclusive use of at least one (1) such Parking Space will be granted to or reserved for the Owner of each Unit, as designated in his Deed. The boundary lines of the Parking Spaces are to the dimensions shown herein and to the finished surfaces of the floor, ceiling, and interior columns and walls thereof. Extra Parking Spaces herein may be granted or reserved as easements by Declarant, or licensed by the Board or Declarant to the

Exhibit "F" (continued) -2-



**BASES OF BEARINGS**  
 THE BEARING S16°40'32"E OF THE NORTHEASTERLY LINE OF PARCEL "A" IS THE SAME AS THAT CERTAIN MAP ENTITLED "SHARON OAKS" RECORDED IN VOLUME 71 OF MAPS AT PAGES 34 AND 35 RECORDS OF SAN MATEO COUNTY. WAS TAKEN AS THE BASIS OF BEARINGS SHOWN ON THIS MAP.

**NOTE B LEGEND**  
 ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF. THE BLUE DOTTED LINE INDICATES THE BOUNDARY OF LANDS SUBDIVIDED BY THIS MAP.  
 • INDICATE 3/4" IRON PIPE MONUMENT FOUND  
 • INDICATE 3/4" IRON PIPE MONUMENT SET  
 "AR" LINE REFERS TO PLANS 1-2992 ON FILE AT THE COUNTY OF SAN MATEO ENGINEER'S OFFICE.

— INDICATES PARCEL MAP LINE  
 PARCEL A = AREA FOR INCREMENT I (\*\*\*\*\*)  
 PARCEL B = AREA FOR INCREMENT II

\*NUMBER OF UNITS MAY VARY, WITH THE TOTAL RANGING FROM 75 TO 100

## CONDOMINIUM PLAN "MENLO COMMONS INCREMENT I"

CONSISTING OF 3 SHEETS  
 BEING PTN. OF THAT SUBDIVISION ENTITLED  
 "MENLO COMMONS" FILED IN VOL. 92 OF MAPS PG. 46  
 RECORDS OF SAN MATEO CO.  
 CITY OF MENLO PARK, SAN MATEO CO., CALIFORNIA  
 SCALE: 1" = 50' DATE: SEPT. 1976  
 BRIAN KANGAS FOULK & ASSOC.  
 CONSULTING ENGINEERS, PLANNERS, SURVEYORS  
 595 PRICE AVENUE, REDWOOD CITY, CA 94063  
 415 N6F-0107

RECORDER'S OFFICE SAN MATEO COUNTY

vol 7469 PAGE 746

EXHIBIT "F" - 4

RECORDED IN MARIANA LEGALITY OF RECORDS  
 TYPE OF PRINTING: UNASSURANCE  
 IN THIS DOCUMENT WHEN RECEIVED

EXHIBIT "H"

ALLOCATION OF ESTIMATED CASH REQUIREMENT

I. The estimated cash requirement for Assessments for Increment I shall be allocated to each Condominium in Increment I (until Merger of Increment II occurs, if ever) as follows:

<u>UNIT NO.</u>	<u>UNIT TYPES</u>	<u>PERCENTAGE OF ASSESSMENT</u>
A-101	2 BD 2 BA	2.236%
A-102	2 BD 2 BA	2.421%
A-103	2 BD 2 BA	2.421%
A-104	2 BD 2 BA	2.236%
A-105	1 BD 1 BA	1.861%
A-106	2 BD 2 BA	2.236%
A-201	1 BD 1 BA	2.236%
A-202	1 BD 1 BA	1.861%
A-203	1 BD 1 BA	1.861%
A-204	1 BD 1 BA	1.861%
A-205	2 BD 2 BA	2.236%
A-206	2 BD 2 BA	2.236%
A-207	1 BD 1 BA	1.861%
A-208	1 BD 1 BA	1.861%
A-209	1 BD 1 BA	1.861%
A-210	2 BD 2 BA	2.236%
A-301	2 BD 2 BA	2.421%
A-302	2 BD 2 BA	2.421%
A-303	1 BD 1 BA	2.048%
A-304	2 BD 2 BA	2.421%
A-305	2 BD 2 BA	2.421%
A-306	1 BD 1 BA	2.048%
B-101	2 BD 2 BA	2.236%
B-102	1 BD 1 BA	1.861%
B-103	1 BD 1 BA	1.861%
B-104	1 BD 1 BA	1.861%
B-105	2 BD 2 BA	2.236%
B-106	2 BD 2 BA	2.236%
B-107	1 BD 1 BA	1.861%
B-108	2 BD 2 BA	2.421%
B-109	2 BD 2 BA	2.236%
B-201	2 BD 2 BA	2.236%
B-202	1 BD 1 BA	1.861%
B-203	1 BD 1 BA	1.861%
B-204	1 BD 1 BA	1.861%
B-205	2 BD 2 BA	2.236%
B-206	2 BD 2 BA	2.236%
B-207	1 BD 1 BA	1.861%
B-208	1 BD 1 BA	1.861%
B-209	1 BD 1 BA	1.861%
B-210	2 BD 2 BA	2.236%
B-301	2 BD 2 BA	2.421%
B-302	2 BD 2 BA	2.421%
B-303	1 BD 1 BA	2.048%
B-304	2 BD 2 BA	2.421%
B-305	2 BD 2 BA	2.421%
B-306	1 BD 1 BA	2.048%
TOTAL		<u>100.000%</u>



II. If Increment II is Merged with Increment I, pursuant to Exhibit "D", the estimated cash requirements for Assessments for the Project (Increments I and II) shall be allocated to each Condominium in the Project as provided in the applicable Declaration of Intent to Merge, provided, however, that Merger shall not cause an increase in per Condominium assessments for Owners in Increment I at the time of Merger which is greater than twenty percent (20%) of the assessment per Condominium for that fiscal year.

In determining the percentage of assessments for Increments I and II after Merger, the Declarant shall follow the proportionate formula based upon the same criteria utilized by Declarant in establishing the percentages for Increment I above, as hereinafter provided. Said formula of necessity involves rounding off percentages. The determination of Declarant as set forth in the Declaration of Intent to Merge shall be conclusive on all Owners.

The Assessments shall be allocated proportionately, with all Type I one (1) bedroom Condominiums paying an equal amount, all Type II one (1) bedroom Condominiums paying an equal amount, all Type I two (2) bedroom Condominiums paying an equal amount, all Type II two (2) bedroom Condominiums paying an equal amount, and all three (3) bedroom Condominiums paying an equal amount. The proportionate share of the Assessments shall be allocated pursuant to the following ratio:

ONE BEDROOM TYPE I	1.0X
ONE BEDROOM TYPE II	1.1X
TWO BEDROOM TYPE I	1.2X
TWO BEDROOM TYPE II	1.3X
THREE BEDROOM	1.4X

The value factor of "X", and thus the Assessment percentage for each type of Condominium, shall be determined as follows:

- (1) The total number of each type of Condominium in the Project shall be determined;
- (2) The above specified factor (e.g. 1.0, 1.1, etc.) for each type of Condominium shall be multiplied by the total number of that type of Condominium then in the Project;
- (3) The product of the multiplications arrived at under (2) above shall be added together;
- (4) Thus, by dividing one (1) by the total of the products determined in (3) above, the weighted factor for a TYPE I one bedroom Condominium (or "X") is calculated;

Exhibit "H" (continued) -2-

(5) Then, by applying the specified factor (i.e., 1.1, 1.2, 1.3 and 1.4) to the TYPE I one bedroom Condominium percentage, the respective proportionate percentages for each Condominium will be properly determined;

(6) The result of (5) above, after rounding by Declarant, for each type of Condominium shall be multiplied by the total Assessment, which will result in the dollar amount to be paid by each type of Condominium.

The percentage factors provided for above shall be rounded off to five decimal places in each operation; the Assessment to be paid by each Condominium shall be rounded off to the nearest cent.

Exhibit "H" (continued) -3-

DAVIS, CRAIG  
& BARTALINI  
ATTORNEYS AT LAW  
1134 BALBENA BLVD.  
ALAMEDA, CALIFORNIA  
(415) 821-1211

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Vol 7469 PAGE 749

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Vol 7687 Page 415

8699AM  
RECORDED AT REQUEST OF

DECLARATION OF INTENT TO MERGE FIRST AMERICAN TITLE INSURANCE CO.  
ESTABLISHING A PLAN OF CONDOMINIUM OWNERSHIP SAN MATEO COUNTY TITLE DIVISION  
DEC 14 11 00 AM 1977

FOR  
THE MENLO COMMONS  
INCREMENTS I AND II

MARY W. GILBERT, P. M. OFF.  
SAN MATEO COUNTY

46 1/2

EVERETT E. BERG, a married man, and RUTH A. BERG, his wife, doing business as Guardian Retirement Services and Sutter Hill Limited, a California corporation, doing business as MENLO COMMONS, a California joint venture (hereinafter called "Declarant") is the owner of Increment II, a portion of all that certain real property located in the County of San Mateo, State of California, commonly known as MENLO COMMONS; Increment II is more particularly described in Exhibit "X" attached hereto and incorporated herein by reference thereto.

Increment I was subjected to the application of the Covenants, Conditions and Restrictions appearing in that document entitled "Declaration of Covenants, Conditions and Restrictions Establishing a Plan of Condominium Ownership for The Menlo Commons" (herein referred to as "Restrictions") filed in the Office of the Recorder of the County of San Mateo, State of California, on March 11, 1977, as Instrument No. 91155AK, Volume No. 7405, Page No. 331. Said Increment I real property is described as Parcel A in that certain parcel map entitled "Parcel Map of A Condominium Project", San Mateo, California, filed in the Office of the Recorder of the County of San Mateo, State of California, on September 30, 1976, in Volume 33 of Parcel Maps, at page 27.

The Restrictions provide for the creation of a Condominium Project as contained in the California Civil Code Section 1350(3), developed in two (2) stages, as described in the Restrictions. Also contained in the Restrictions is a Plan for Merger of Increments I and II, as set forth in Exhibit "D" of the Restrictions.

It is Declarant's intention hereby to impose upon Increments I and II mutually beneficial Restrictions under a general plan of improvement for the benefit of all of said Condominiums and the Owners thereof by the inclusion of Increment II and the Merger thereof with Increment I, which has previously been made subject to the Restrictions and a part of the Project, as described in the Restrictions.

As required by the Restrictions for the Merger of Increment II, the following has been accomplished and/or is attached hereto:

- (a) The Condominium Plan for Increment II ("Exhibit 'A'");
- (b) A Schedule of Undivided Interest in the

RECORDER'S OFFICE SAN MATEO COUNTY

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Common Area of Increment II ("Exhibit 'B'");

- (c) A Schedule of assessments for Increments I and II ("Exhibit 'C'"); and
- (d) A Schedule for Special Assessments and Disbursements pursuant to Paragraphs (17) and (18) of the Restrictions, for Increments I and II ("Exhibit 'D'").

NOW, THEREFORE, Declarant hereby declares that Increment II shall be Merged with Increment I pursuant to paragraph 3 of Exhibit "D" of the Restrictions. On or before JUNE 1, 1979, Declarant shall record the Declaration of Merger as set forth in said Exhibit "D", paragraph 3(a) of the Restrictions, and on the date of such recordation, the Merger shall be effective.

The Declaration of Merger to be recorded shall be similar to the form attached to the Restrictions and marked Exhibit "D-2".

IN WITNESS WHEREOF, the undersigned have executed this instrument this 21<sup>ST</sup> day of OCTOBER, 1977.

"Declarant"

MENLO COMMONS  
a California joint venture,

By SUTTER HILL LIMITED,  
a California corporation,

By [Signature] Michael D. Couch  
V. President

By [Signature] Wylie R. Sheldon  
Secretary

By [Signature]  
EVERETT E. BERG, doing  
business as Guardian  
Retirement Services

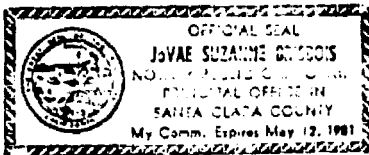
And By [Signature]  
RUTH A. BERG, his wife,  
also doing business as  
Guardian Retirement Services

STATE OF CALIFORNIA )  
                                  ) ss.  
COUNTY OF Santa Clara )

On this 21st day of October,  
1977, before me, Jovan Suzanne Ericbois, a Notary  
Public in and for said County and State, residing therein,  
duly commissioned and sworn, personally appeared Michael  
D. Couch and Wylie R. Sheldon, known to me to be  
the V. President and Secretary

of Sutter Hill Limited, a California corporation, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, on behalf of Menlo Commons, a California Joint Venture, which corporation is known to me to be one of the joint ventures of such joint venture, and acknowledged to me that such corporation executed the same pursuant to its bylaws or a resolution of its Board of Directors on behalf of the joint venture which executed the within instrument and they acknowledged to me that such joint venture executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid the day and year first above written.



Notary Public in and for said County and State

STATE OF CALIFORNIA )  
COUNTY OF Alameda )

SS.



On this 30th day of October, 1977, before me Ruth J. McDonald, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Everett E. Berg, d.b.a. Guardian Retirement Services, and Ruth A. Berg, also d.b.a. Guardian Retirement Services, known to me to be the persons and joint venturers whose names are subscribed to the within instrument, on behalf of Menlo Commons, a California Joint Venture, and acknowledged to me that they executed the same, and that such joint venture executed the within instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid the day and year first above written.

Ruth J. McDonald  
Notary Public in and for  
said County and State

CONSENT AND SUBORDINATION

The undersigned CONTINENTAL AUXILIARY COMPANY, a corporation, as Trustee under that certain Deed of Trust dated Sept. 16, 1976, recorded Sept. 30, 1976, Book No. 7255, Page 246, Official Records of the County Recorder of the County of San Mateo, executed by Menlo Commons, a California Joint Venture, as Trustor, with Bank of America, N.A., as Beneficiary, does hereby consent to the execution and recordation of the attached Declaration of Intent to Merge Establishing a

Plan of Condominium Ownership for The Menlo Commons, Increments I and II, and does hereby subordinate said Deed of Trust to said Declaration of Intent to Merge, to the same extent and with the same force and effect as if said Declaration of Intent to Merge had been executed and recorded prior to the execution and recordation of said Deed of Trust.

IN WITNESS WHEREOF, the undersigned has executed this Consent and Subordination this 31<sup>st</sup> day of October, 1977.

CONTINENTAL AUXILIARY COMPANY,

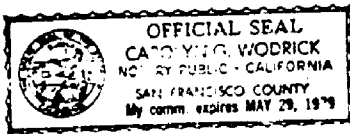
By [Signature] Gordon W. Hargreaves  
VICE PRESIDENT

By \_\_\_\_\_

STATE OF CALIFORNIA )  
                                  ) ss.  
COUNTY OF San Francisco )

On this 31st day of October, 1977, before me, Carolyn G. Wodrick, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Gordon W. Hargreaves, known to me to be the Vice President and \_\_\_\_\_ of the within corporation and known to me to be the persons who executed the within instrument on behalf of the corporation therein named and acknowledged to me that such corporation executed the same pursuant to its Bylaws or a resolution of its Board of Directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid the day and year first above written.



[Signature]  
Notary Public in and for  
said County and State

**CONSENT AND SUBORDINATION**

First American Title

The undersigned Insurance Company, a corporation, as Trustee under that certain Deed of Trust dated 9-29-76, recorded 9-30-76, Book No. 7255, Page 229, Official Records of the County Recorder of the County of San Mateo, executed by Menlo Commons, a California Joint Venture, as Trustor, with Elizabeth K. Johnson, Trustee, as Beneficiary, does hereby consent to the execution and recordation of the attached Declaration of Intent to Merge Establishing a Plan of Condominium Ownership for The Menlo Commons, Inc. sements I and II, and does hereby subordinate said Deed of Trust to said Declaration of Intent to Merge, to the same extent and with the same force and effect as if said Declaration of Intent to Merge had been executed and recorded prior to the execution and recordation of said Deed of Trust.

IN WITNESS WHEREOF, the undersigned has executed this Consent and Subordination this 7th day of November, 1977.

FIRST AMERICAN TITLE INSURANCE COMPANY

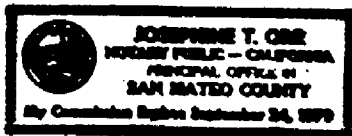
By Frank Delucchi  
Frank Delucchi, Vice President

By W. C. Downs  
W. C. Downs, Assistant Secretary

STATE OF CALIFORNIA )  
COUNTY OF SAN MATEO ) ss.

On this 7th day of November, 1977, before me, JOSEPHINE T. ORR, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared FRANK DELUCCHI, known to me to be the VICE PRESIDENT and W. C. DOWNS, known to me to be the ASSISTANT SECRETARY of the within corporation and known to me to be the persons who executed the within instrument on behalf of the corporation therein named and acknowledged to me that such corporation executed the same pursuant to its Bylaws or a resolution of its Board of Directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid the day and year first above written.



Josephine T. Orr  
Notary Public in and for  
said County and State

RECORDER'S OFFICE SAN MATEO COUNTY

RECORDER'S OFFICE SAN MATEO COUNTY

EXHIBIT "X"

DESCRIPTION OF INCREMENT II

Increment II consists of seventy five (75) Condominiums as set forth in the Condominium Plan attached hereto as Exhibit "A", supplementing Exhibit "F" of the Restrictions (recorded in the office of the County Recorder, County of San Mateo, State of California, on March 11, 1977, as Instrument No. 91155AK, Volume No. 7405, Page 331).

The Condominiums are designated C-101 through C-110, C-201 through C-210, C-301 through C-307, D-101 through D-108, D-201 through D-208 D-301 through D-305, E-101 through E-110, E-201 through E-210, and E-301 through E-307. The boundaries, components and incidents of each of the Condominiums is as set forth in the Restrictions and in Exhibit "A" of this Declaration of Intent to Merge.

The real property is also described as Parcel B in that certain parcel map entitled "Parcel Map of a Condominium Project", San Mateo, California, filed in the office of the Recorder of the County of San Mateo, State of California, on September 20, 1976, in Volume 33 of Parcel Maps, at Page 27.



EXHIBIT "B"

UNDIVIDED INTEREST IN COMMON AREA

Increment II

The percentage of Undivided Interest in the Common Area in Increment II conveyed with each Unit in Increment II is as follows:

<u>UNIT NO.</u>	<u>PERCENTAGE OF UNDIVIDED INTEREST</u>
C-101	1.205%
C-102	1.233
C-103	1.377
C-104	1.377
C-105	1.205
C-106	1.205
C-107	1.377
C-108	1.377
C-109	1.377
C-110	1.205
C-201	1.205
C-202	1.325
C-203	1.377
C-204	1.377
C-205	1.205
C-206	1.205
C-207	1.377
C-208	1.377
C-209	1.377
C-210	1.205
C-301	1.619
C-302	1.550
C-303	1.469
C-304	1.140
C-305	1.056
C-306	1.550
C-307	1.469
D-101	1.205
D-102	1.377
D-103	1.377
D-104	1.205
D-105	1.233
D-106	1.377
D-107	1.377
D-108	1.205
D-201	1.205
D-202	1.377
D-203	1.377
D-204	1.205
D-205	1.325
D-206	1.377
D-207	1.377
D-208	1.205
D-301	1.550

D-302	1.469
D-303	1.516
D-304	1.550
D-305	1.469
E-101	1.205
E-102	1.233
E-103	1.377
E-104	1.377
E-105	1.205
E-106	1.205
E-107	1.377
E-108	1.377
E-109	1.377
E-110	1.205
E-201	1.205
E-202	1.325
E-203	1.377
E-204	1.377
E-205	1.205
E-206	1.205
E-207	1.377
E-208	1.377
E-209	1.377
E-210	1.205
E-301	1.619
E-302	1.550
E-303	1.469
E-304	1.140
E-305	1.056
E-306	1.550
E-307	1.469

TOTAL 100.000%

7687 222

EXHIBIT "C"

ALLOCATION OF ESTIMATED CASH REQUIREMENT

The Estimated Cash Requirement for Assessments for  
 Increments I and II shall be allocated to each Condominium  
 in the Project as follows:

<u>UNIT NO.</u>	<u>PERCENTAGE OF ASSESSMENT</u>
A-101	0.7984%
A-102	0.8649
A-103	0.8649
A-104	0.7984
A-105	0.6654
A-106	0.7984
A-201	0.7984
A-202	0.6654
A-203	0.6654
A-204	0.6654
A-205	0.7984
A-206	0.7984
A-207	0.6654
A-208	0.6654
A-209	0.6654
A-210	0.7984
A-301	0.9315
A-302	0.9315
A-303	0.7318
A-304	0.9315
A-305	0.9315
A-306	0.7318
B-101	0.7984
B-102	0.6654
B-103	0.6654
B-104	0.6654
B-105	0.7984
B-106	0.7984
B-107	0.6654
B-108	0.8649
B-109	0.7984
B-201	0.7984
B-202	0.6654
B-203	0.6654
B-204	0.6654
B-205	0.7984
B-206	0.7984
B-207	0.6654
B-208	0.6654
B-209	0.6654
B-210	0.7984
B-301	0.9315
B-302	0.9315
B-303	0.7318
B-304	0.9315

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RECORDER'S OFFICE SAN MATEO COUNTY

B-305	0.9315
B-306	0.7318
C-101	0.7984
C-102	0.8649
C-103	0.8649
C-104	0.8649
C-105	0.7984
C-106	0.7984
C-107	0.8649
C-108	0.8649
C-109	0.8649
C-110	0.7984
C-201	0.7984
C-202	0.8649
C-203	0.8649
C-204	0.8649
C-205	0.7984
C-206	0.7984
C-207	0.8649
C-208	0.8649
C-209	0.8649
C-210	0.7984
C-301	0.9315
C-302	0.9315
C-303	0.9315
C-304	0.7318
C-305	0.6654
C-306	0.9315
C-307	0.9315
D-101	0.7984
D-102	0.8649
D-103	0.8649
D-104	0.7984
D-105	0.8649
D-106	0.8649
D-107	0.8649
D-108	0.7984
D-201	0.7984
D-202	0.8649
D-203	0.8649
D-204	0.7984
D-205	0.8649
D-206	0.8649
D-207	0.8649
D-208	0.7984
D-301	0.9315
D-302	0.9315
D-303	0.9315
D-304	0.9315
D-305	0.9315
E-101	0.7984
E-102	0.8649
E-103	0.8649
E-104	0.8649
E-105	0.7984
E-106	0.7984
E-107	0.8649
E-108	0.8649
E-109	0.8649

E-110	0.7984
E-201	0.7984
E-202	0.8649
E-203	0.8649
E-204	0.8649
E-205	0.7984
E-206	0.7984
E-207	0.8649
E-208	0.8649
E-209	0.8649
E-210	0.7984
E-301	0.9315
E-302	0.9315
E-303	0.9315
E-304	0.7318
E-305	0.6654
E-306	0.9315
E-307	<u>0.9315</u>
TOTAL	100.000%

RECORDER'S OFFICE SAN MATEO COUNTY

EXHIBIT "D"

ALLOCATION OF SPECIAL ASSESSMENTS AND DISBURSEMENTS

The Special Assessments and Disbursements provided for in Paragraphs (17) and (18) of the Restrictions shall be allocated to each Condominium in Increments I and II of the Project as follows:

<u>UNIT NO.</u>	<u>PERCENTAGE OF ASSESSMENT</u>
A-101	0.750%
A-102	0.877
A-103	0.832
A-104	0.764
A-105	0.711
A-106	0.764
A-201	0.754
A-202	0.674
A-203	0.674
A-204	0.674
A-205	0.775
A-206	0.757
A-207	0.677
A-208	0.677
A-209	0.613
A-210	0.775
A-301	0.934
A-302	0.822
A-303	0.715
A-304	0.938
A-305	0.822
A-306	0.741
B-101	0.757
B-102	0.677
B-103	0.677
B-104	0.677
B-105	0.775
B-106	0.757
B-107	0.677
B-108	0.825
B-109	0.775
B-201	0.764
B-202	0.684
B-203	0.684
B-204	0.684
B-205	0.775
B-206	0.764
B-207	0.684
B-208	0.684
B-209	0.613
B-210	0.775
B-301	0.934
B-302	0.822
B-303	0.711
B-304	0.934

B-305	0.822
B-306	0.741
C-101	0.777
C-102	0.795
C-103	0.890
C-104	0.890
C-105	0.777
C-106	0.777
C-107	0.890
C-108	0.890
C-109	0.890
C-110	0.777
C-201	0.777
C-202	0.856
C-203	0.890
C-204	0.890
C-205	0.777
C-206	0.777
C-207	0.890
C-208	0.890
C-209	0.890
C-210	0.777
C-301	1.050
C-302	1.005
C-303	0.951
C-304	0.734
C-305	0.678
C-306	1.005
C-307	0.951
D-101	0.777
D-102	0.890
D-103	0.890
D-104	0.777
D-105	0.795
D-106	0.890
D-107	0.890
D-108	0.777
D-201	0.777
D-202	0.890
D-203	0.890
D-204	0.777
D-205	0.856
D-206	0.890
D-207	0.890
D-208	0.777
D-301	1.005
D-302	0.951
D-303	0.981
D-304	1.005
D-305	0.951
E-101	0.777
E-102	0.795
E-103	0.890
E-104	0.890
E-105	0.777
E-106	0.777
E-107	0.890
E-108	0.890
E-109	0.890

E-110	0.777
E-201	0.777
E-202	0.856
E-203	0.890
E-204	0.890
E-205	0.777
E-206	0.777
E-207	0.890
E-208	0.890
E-209	0.890
E-210	0.777
E-301	1.050
E-302	1.005
E-303	0.951
E-304	0.734
E-305	0.678
E-306	1.005
E-307	<u>0.951</u>
TOTAL	100.000%



EXHIBIT "A"

# CONDOMINIUM PLAN "MENLO COMMONS INCREMENT II"

CONSISTING OF 10 SHEETS  
BEING A RESUBDIVISION OF PARCEL B & PARCEL MAPS  
RECORDED IN BOOK 33 OF MAPS AT PAGE 87  
RECORDS OF SAN MATEO COUNTY  
CITY OF MENLO PARK, SAN MATEO COUNTY, CALIFORNIA

DATE: JUNE, 1977

BRIAN-KARGAS-FOULK & ASSOCIATES, 595 PRICE AVENUE  
REDWOOD CITY, CALIFORNIA

OWNER'S CERTIFICATE

WE HEREBY CERTIFY THAT WE ARE ALL RECORD OWNERS OF THE REAL PROPERTY AND WE HEREBY CERTIFY THAT WE CONSENT TO THE RECORDING OF THIS CONDOMINIUM PLAN PURSUANT TO THE PROVISIONS OF THE CALIFORNIA CONDOMINIUM ACT (TITLE 6, PART 4, DIVISION SECOND).

OWNERS

EVERETT E. BERG, A MARRIED MAN, RUTH A. BERG, HIS WIFE D.B.A. GUARDIAN RETIREMENT SERVICE & SUTTER HILL LIMITED, A CALIFORNIA CORPORATION, D.B.A. MENLO COMMONS, A CALIFORNIA JOINT VENTURE

GUARDIAN RETIREMENT SERVICE

SUTTER HILL LIMITED, A CALIFORNIA CORPORATION

EVERETT E. BERG, A MARRIED MAN

Harold D. Edeken  
CHAIRMAN

Ruth A. Berg  
RUTH A. BERG, HIS WIFE

TRUSTEE

FIRST AMERICAN TITLE INSURANCE COMPANY  
A California Corporation

W. W. Woodhouse Jr.  
VICE PRESIDENT

John L. Beal  
CONTINENTAL AUXILIARY COMPANY ASSISTANT SECRETARY  
A California Corporation

[Signature]  
EX OFFICIO AGENT

BENEFICIARY

BANK OF AMERICA NATIONAL TRUST & SAVINGS ASSOCIATION

[Signature]  
VICE PRESIDENT  
ELIZABETH K. JOHNSON, AS TRUSTEE OF THE NEVA HULSE JOHNSTON TRUST

Elizabeth K. Johnson, Trustee

**CONDOMINIUM PLAN "MENLO COMMONS INCREMENT II"  
CITY OF MENLO PARK, SAN MATEO COUNTY, CALIFORNIA**

**ACKNOWLEDGEMENT**

STATE OF CALIFORNIA )  
COUNTY OF Alameda ) SS



ON THIS 9th DAY OF December, 1977, BEFORE ME Ruth J. McDonald A NOTARY PUBLIC IN AND FOR THE COUNTY OF Alameda STATE OF CALIFORNIA, RESIDING THEREIN, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED EVERETT E. BERG, A MARRIED MAN AND RUTH A. BERG, HIS WIFE DOING BUSINESS AS GUARDIAN RETIREMENT SERVICES, KNOWN TO ME TO BE A JOINT VENTURER OF "MENLO COMMONS", THE JOINT VENTURE THAT EXECUTED THE WITHIN INSTRUMENT AND KNOWN TO ME TO BE THE PERSON WHO EXECUTED THE SAME ON BEHALF OF THE JOINT VENTURE NAMED THEREIN AND SAID INDIVIDUAL BEING KNOWN TO ME TO BE ONE OF THE JOINT VENTURERS OF "MENLO COMMONS", A JOINT VENTURE, THAT EXECUTED THE WITHIN INSTRUMENT AND THEY ACKNOWLEDGED TO ME THAT SUCH JOINT VENTURE EXECUTED THE SAME, BOTH FOR ITSELF AND AS SUCH JOINT VENTURER AND THAT SUCH JOINT VENTURER EXECUTED THE SAME AS OWNER.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

MY COMMISSION EXPIRES:

2/17/80

*Ruth J. McDonald*

NOTARY PUBLIC IN AND FOR THE COUNTY OF Alameda STATE OF CALIFORNIA

**ACKNOWLEDGEMENT**

STATE OF CALIFORNIA )  
COUNTY OF San Francisco ) SS

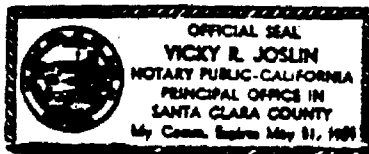
ON THIS 9th DAY OF December, 1977, BEFORE ME Vicky R. Joslin A NOTARY PUBLIC IN AND FOR THE COUNTY OF Santa Clara STATE OF CALIFORNIA, RESIDING THEREIN, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED Harold D. Edelen KNOWN TO ME TO BE THE Chairman of the Board OF SUTTER HILL LIMITED, A CORPORATION, THE CORPORATION THAT EXECUTED THE WITHIN INSTRUMENT AND KNOWN TO ME TO BE THE PERSON WHO EXECUTED THE SAME ON BEHALF OF THE CORPORATION NAMED THEREIN AND SAID CORPORATION BEING KNOWN TO ME TO BE ONE OF THE JOINT VENTURERS OF "MENLO COMMONS", THE JOINT VENTURE THAT EXECUTED THE WITHIN INSTRUMENT AND HE ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME, BOTH FOR ITSELF AND AS SUCH JOINT VENTURER AND THAT SUCH JOINT VENTURER EXECUTED THE SAME AS OWNER.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

MY COMMISSION EXPIRES:

May 31, 1981

*Vicky R. Joslin*  
NOTARY PUBLIC IN AND FOR THE COUNTY OF Santa Clara STATE OF CALIFORNIA



RECORDER'S OFFICE SAN MATEO COUNTY

CONDOMINIUM PLAN "MENLO COMMONS INCREMENT II"  
CITY OF MENLO PARK, SAN MATEO COUNTY, CALIFORNIA

NOTES

1. MENLO COMMONS, INCREMENT II, IS A MAP OF A PROJECT AS THE TERM IS DEFINED IN SECTION 1350(3) OF THE CIVIL CODE OF THE STATE OF CALIFORNIA AND THE SUBDIVISION DEPICTED HEREON IS SUBJECT TO THE PROVISIONS OF THE CALIFORNIA CONDOMINIUM ACT, TITLE 6, PART 4, DIVISION SECOND OF THE CIVIL CODE.
2. CONDOMINIUM PROJECT, CONDOMINIUM, COMMON AREA, UNIT, PARKING SPACE, AND BALCONY ARE ALL DEFINED IN THE CONDITIONS, COVENANTS, AND RESTRICTIONS ESTABLISHING A PLAN OF CONDOMINIUM OWNERSHIP FOR THE MENLO COMMONS AS RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY ON 3-11-77 IN VOL 7405 OF OFFICIAL RECORDS AT PAGE 331 (91155-AK) AND AS SUPPLEMENTED BY DECLARATION OF INTENT TO MERGE, ESTABLISHING A PLAN OF CONDOMINIUM OWNERSHIP, RECORDED OF EVEN DATE HEREWITH.
3. ALL BUILDING WALLS AND ALL WALLS OF UNITS ARE AT RIGHT ANGLES TO EACH OTHER UNLESS SHOWN OTHERWISE.
4. ALL DIMENSIONS AND ELEVATIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.
5. ALL WALL THICKNESSES ARE AS NOTED ON THE UNIT DIMENSION PLAN.
6. IN INTERPRETING DEEDS AND OTHER DOCUMENTS IN CONNECTION WITH THIS SUBDIVISION MAP, THE EXISTING PHYSICAL BOUNDARIES OF THE UNIT OR OF A UNIT RECONSTRUCTED IN SUBSTANTIAL ACCORDANCE WITH THE ORIGINAL PLANS THEREOF SHALL BE CONCLUSIVELY PRESUMED TO BE ITS BOUNDARIES RATHER THAN THE BOUNDARIES AS EXPRESSED AND DELINEATED ON THIS SUBDIVISION MAP, REGARDLESS OF SETTLING OR LATERAL MOVEMENT OF THE BUILDING OR REGARDLESS OF MINOR VARIANCE BETWEEN BOUNDARIES SHOWING ON SAID MAP AND THOSE OF THE BUILDING.
7. THE RIGHTS OF EMERGENCY ACCESS TO THE PROVIDERS OF EMERGENCY SERVICES ARE RESERVED ACROSS ALL DRIVEWAYS AND EASEMENTS HEREON.
8. EACH AREA DESIGNATED WITH A "b" AND A UNIT NUMBER IS A BALCONY.
9. EACH AREA DESIGNATED WITH A "p" AND A BUILDING AND A NUMBER IS A COVERED "PARKING SPACE".

BASIS OF BEARING

THE BEARING SOUTH 56°40'32" EAST OF THE NORTHEASTERLY LINE OF PARCEL "A" AS SHOWN ON THAT CERTAIN MAP ENTITLED "SHARON OAKS" RECORDED IN VOLUME 71 OF MAPS AT PAGES 34 AND 35 RECORDS OF SAN MATEO COUNTY, WAS TAKEN AS THE BASIS OF BEARINGS SHOWN ON THIS MAP.

NOTE AND LEGEND

ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF.  
THE BLUE BORDER LINE INDICATES THE BOUNDARY OF LANDS  
SUBDIVIDED BY THIS MAP.

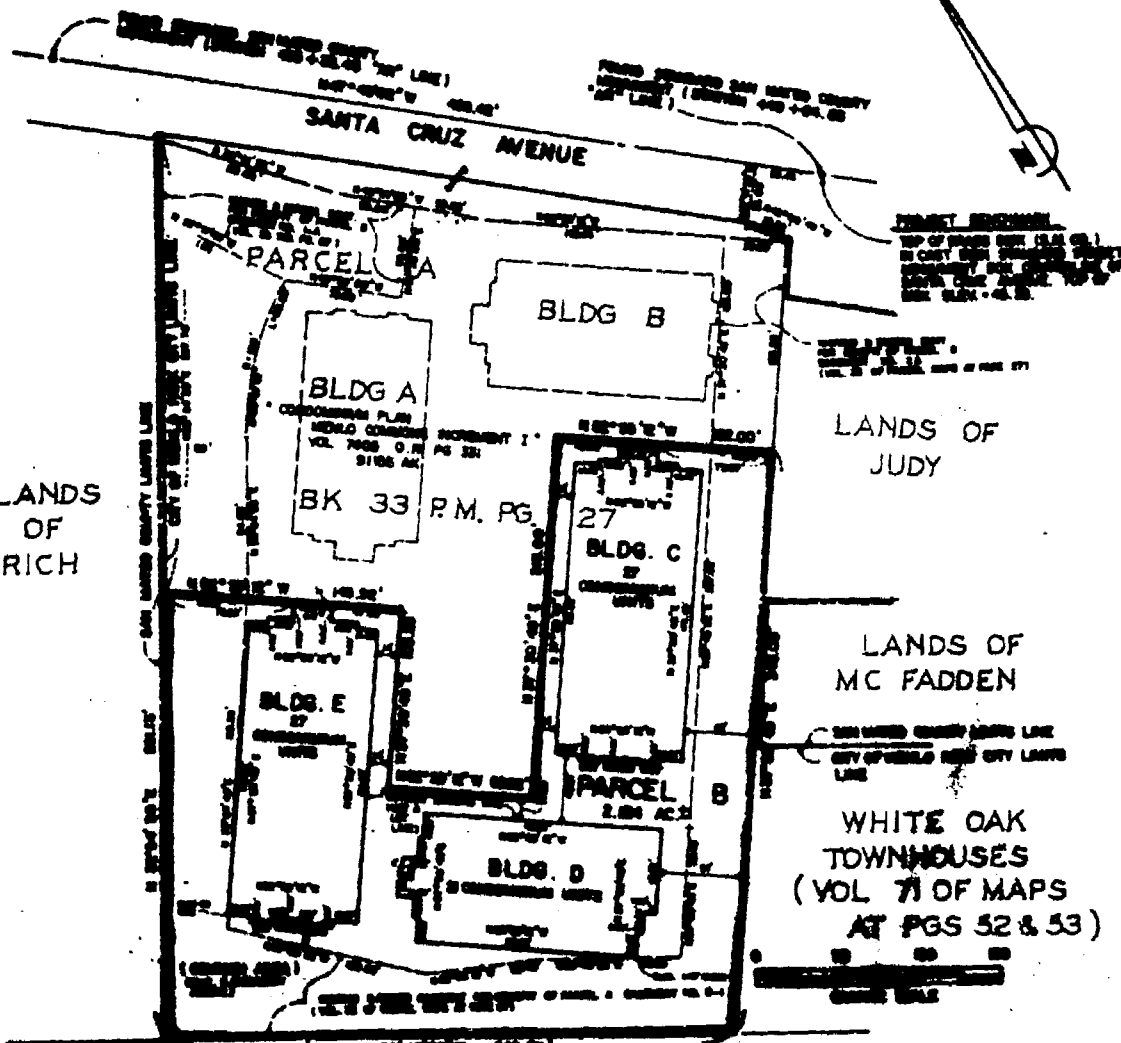
- INDICATES 3/4" IRON PIPE MONUMENT FOUND
- INDICATES 3/4" IRON PIPE MONUMENT SET

"AR" LINE REFERS TO PLANS 1-2992 ON FILE AT THE COUNTY OF  
SAN MATEO ENGINEER'S OFFICE

— INDICATES PARCEL MAP LINE

CONDOMINIUM PLAN "MENLO COMMONS INCREMENT II"  
 CITY OF MENLO PARK, SAN MATEO COUNTY, CALIFORNIA

RECORDER'S OFFICE SAN MATEO COUNTY



LANDS OF RICH

LANDS OF JUDY

LANDS OF MC FADDEN

WHITE OAK TOWNHOUSES  
 (VOL 71 OF MAPS  
 AT PGS 52 & 53)

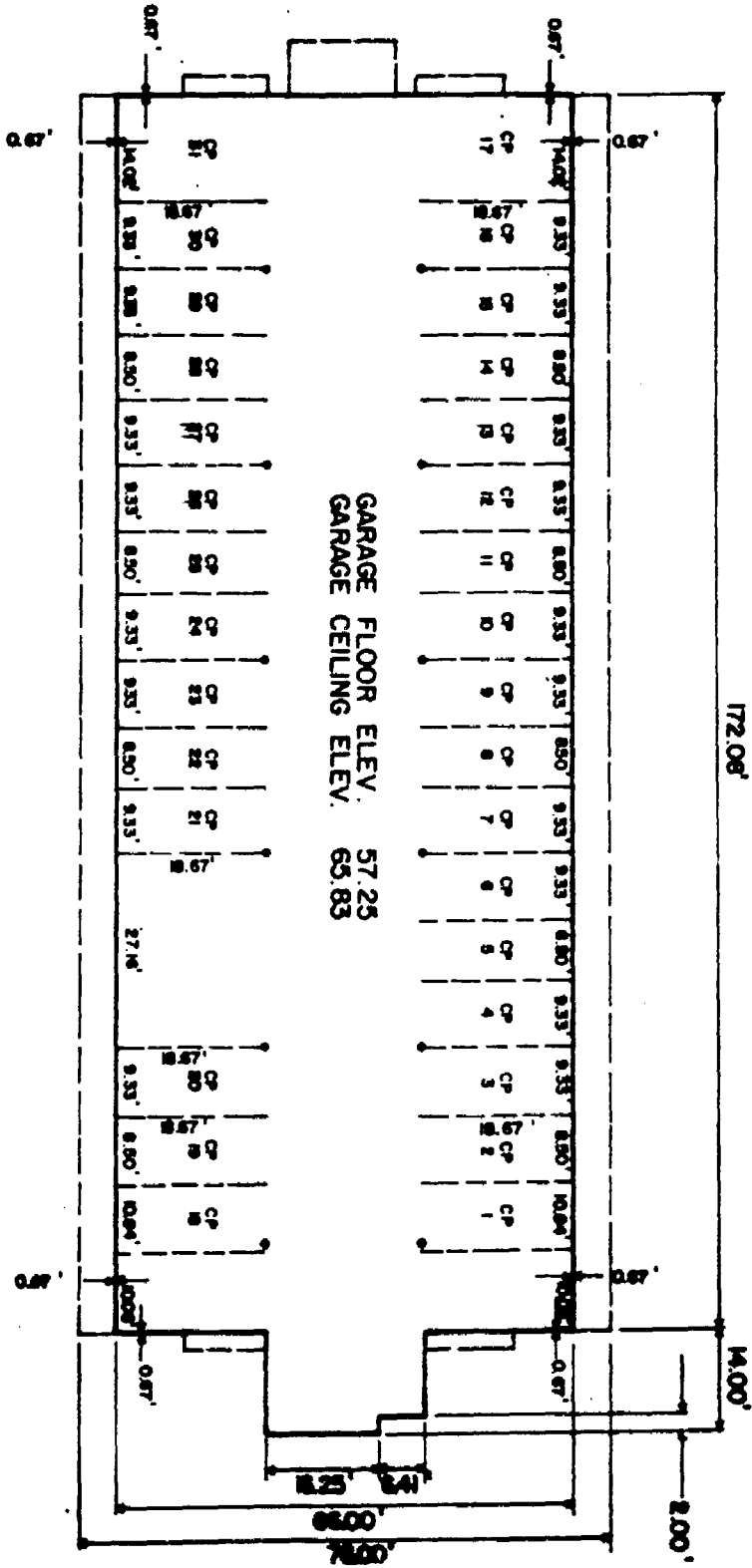
PARCEL A

SHARON HEIGHTS UNIT NO 14  
 VOL 65 MAPS AT PAGE 38 & 39

1	2	3	4	5	6	7

CONDOMINIUM PLAN "MEILO COMMONS INCREMENT II"  
CITY OF MENLO PARK, SAN MATEO COUNTY, CALIFORNIA

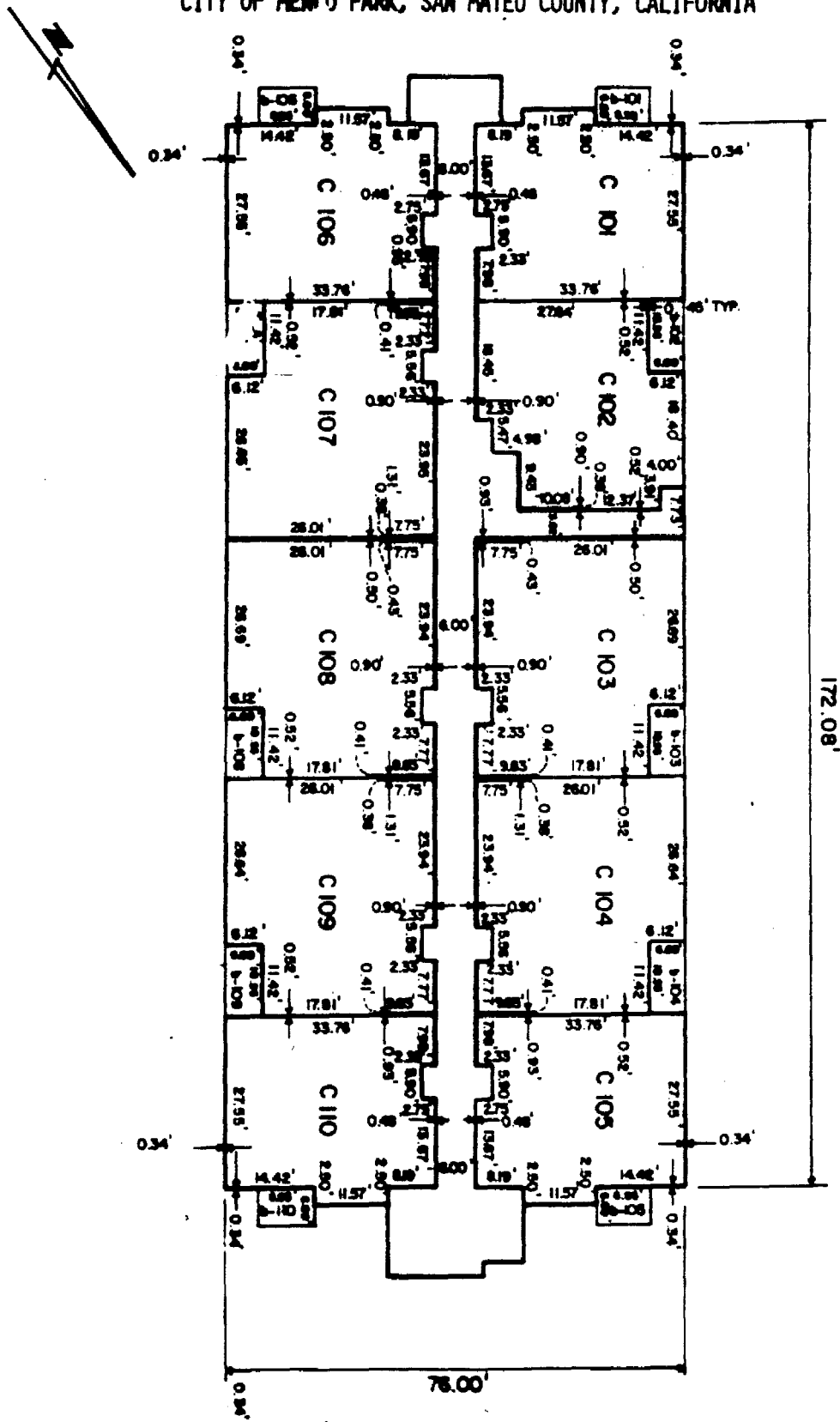
SCALE: 1" = 20'



RECORDER'S OFFICE SAN MATEO COUNTY

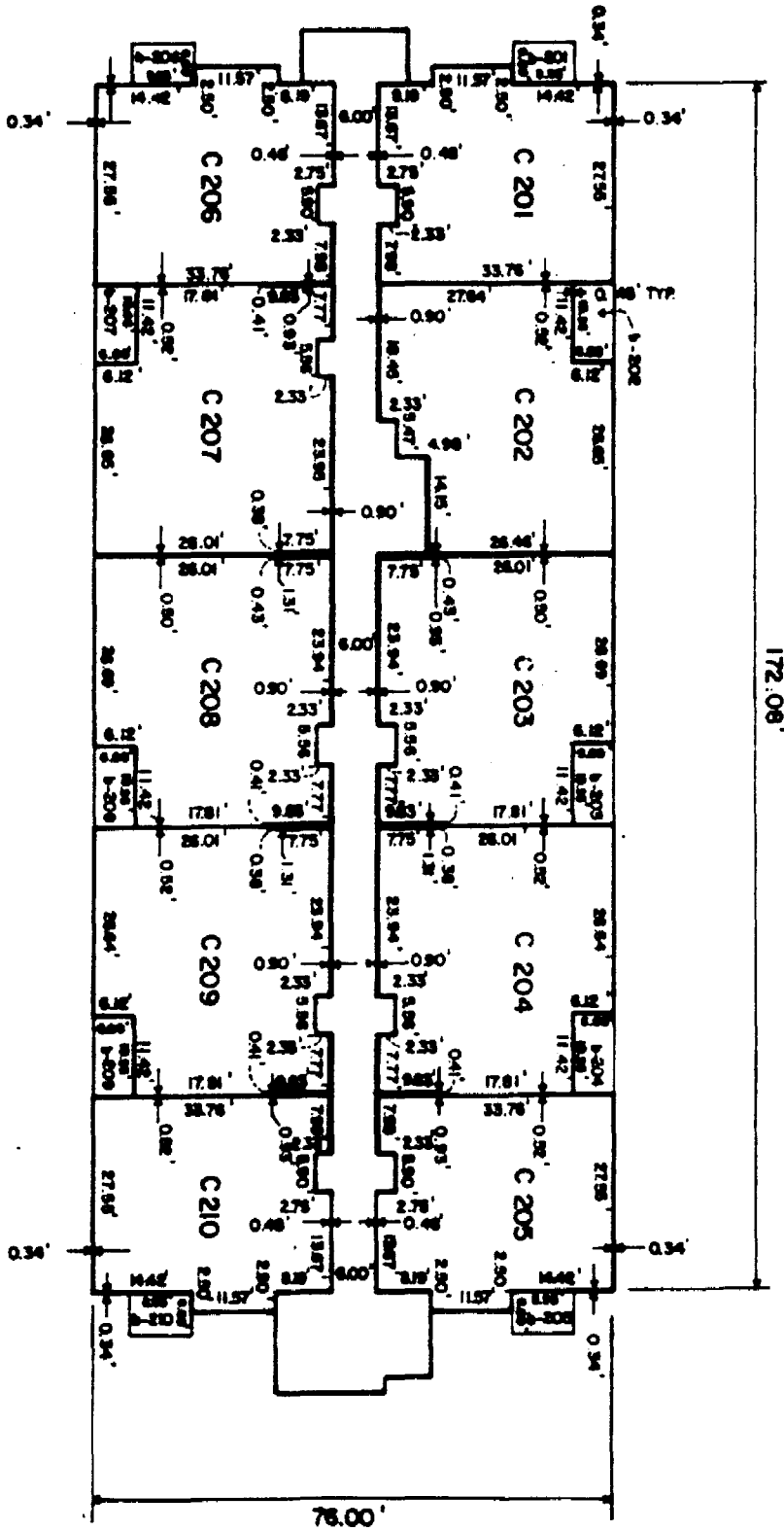
CONDOMINIUM PLAN "MENLO COMMONS INCREMENT II"  
CITY OF MENLO PARK, SAN MATEO COUNTY, CALIFORNIA

RECORDER'S OFFICE SAN MATEO COUNTY



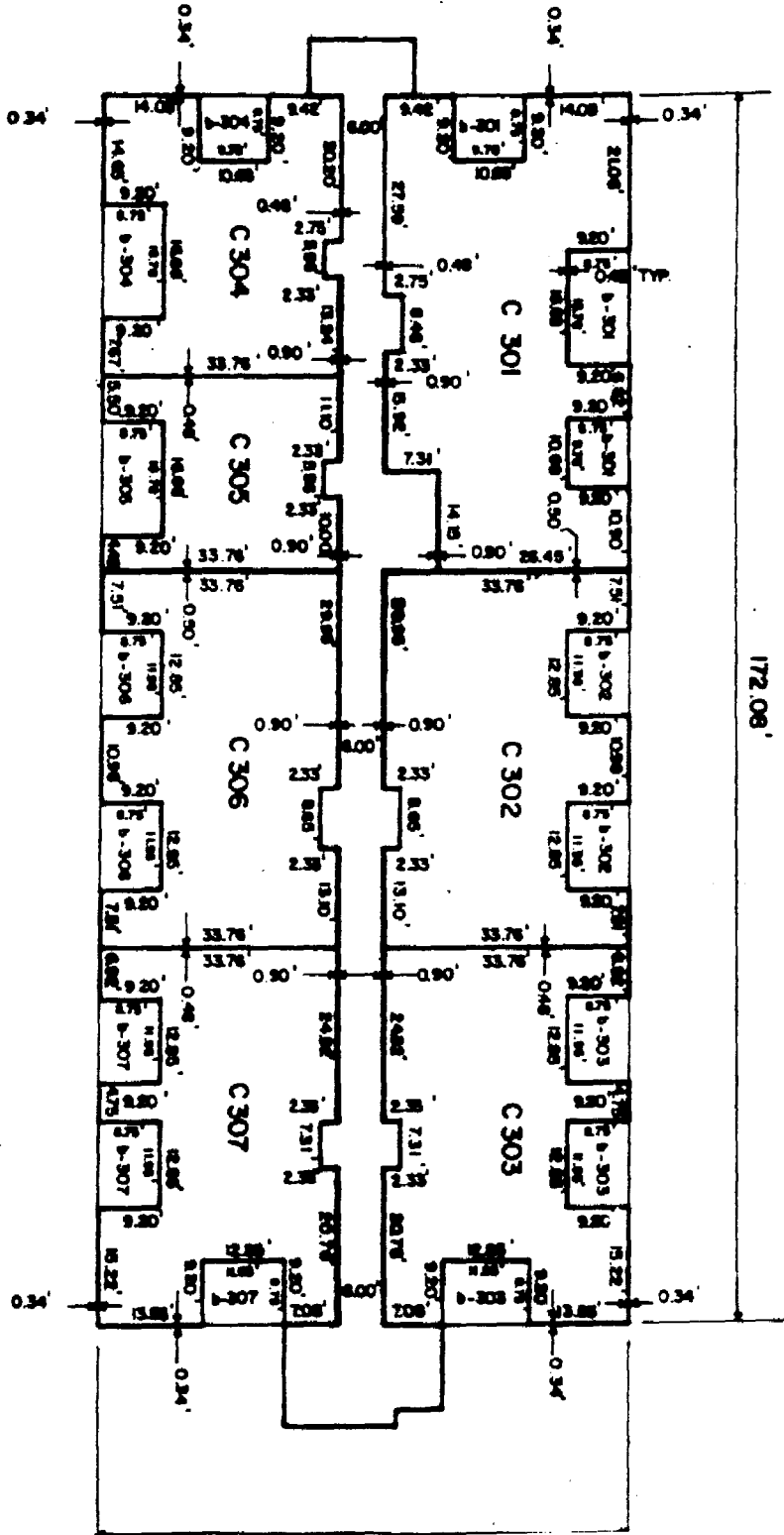
CONDOMINIUM PLAN "MENLO COMMONS INCREMENT 11"  
CITY OF MENLO PARK, SAN MATEO COUNTY, CALIFORNIA

SCALE: 1" = 20'



CONDOMINIUM PLAN "MENLO COMMONS INCREMENT II"  
CITY OF MENLO PARK, SAN MATEO COUNTY, CALIFORNIA

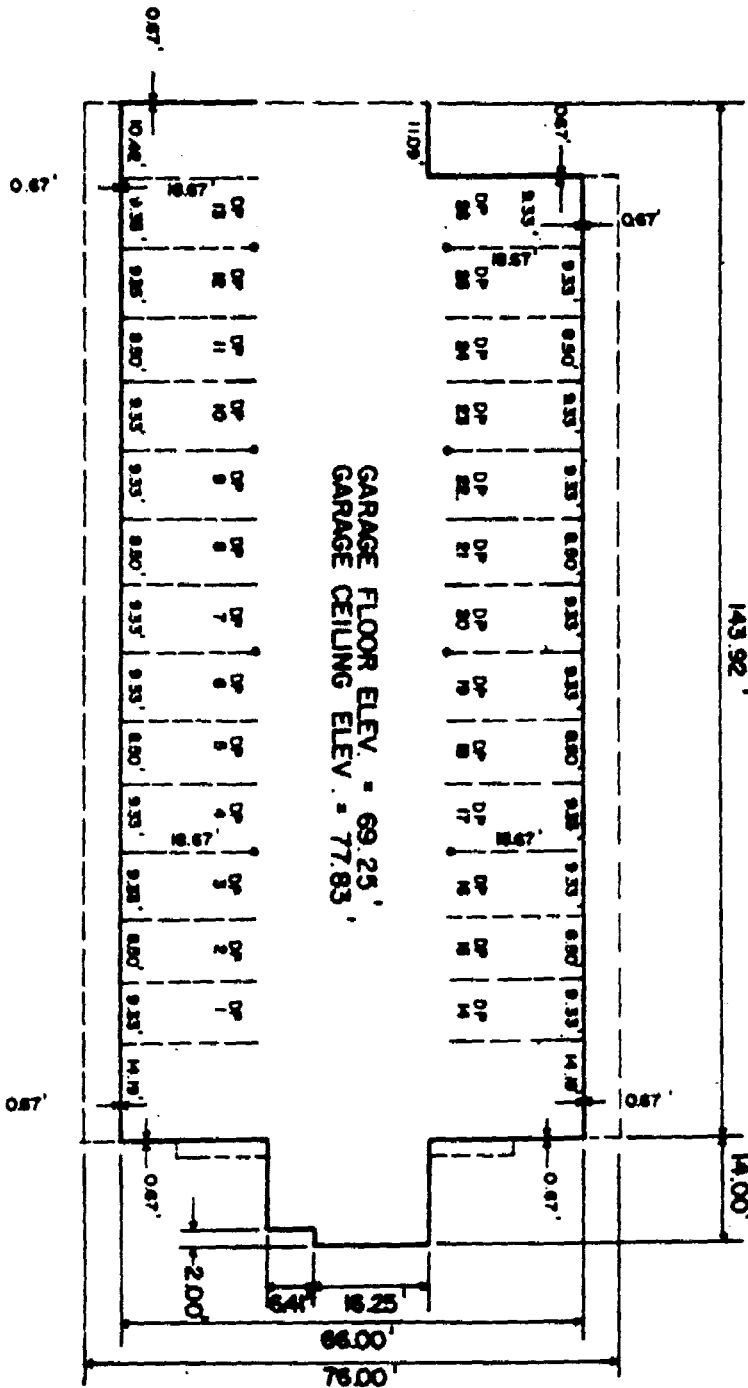
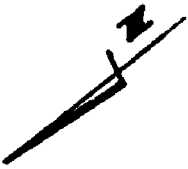
SCALE: 1" = 20'





CONDOMINIUM PLAN "MENLO COMMONS INCREMENT II"  
 CITY OF MENLO PARK, SAN MATEO COUNTY, CALIFORNIA

SCALE: 1" = 20'

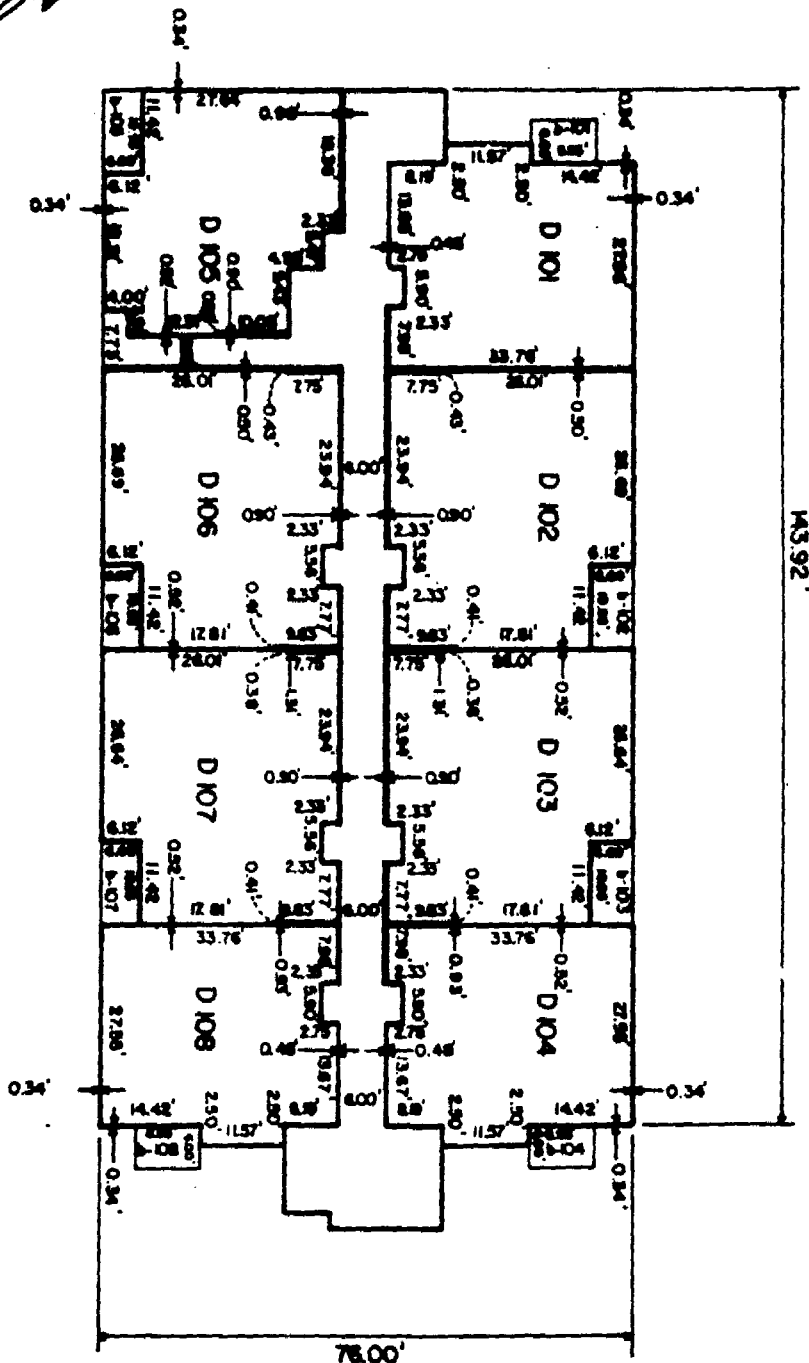
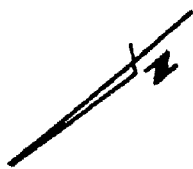


BASEMENT-FLOOR PLAN  
 BUILDING "D"

CONDOMINIUM PLAN "MENLO COMMONS INCREMENT II"  
 CITY OF MENLO PARK, SAN MATEO COUNTY, CALIFORNIA

SCALE: 1" = 20'

RECORDER'S OFFICE SAN MATEO COUNTY



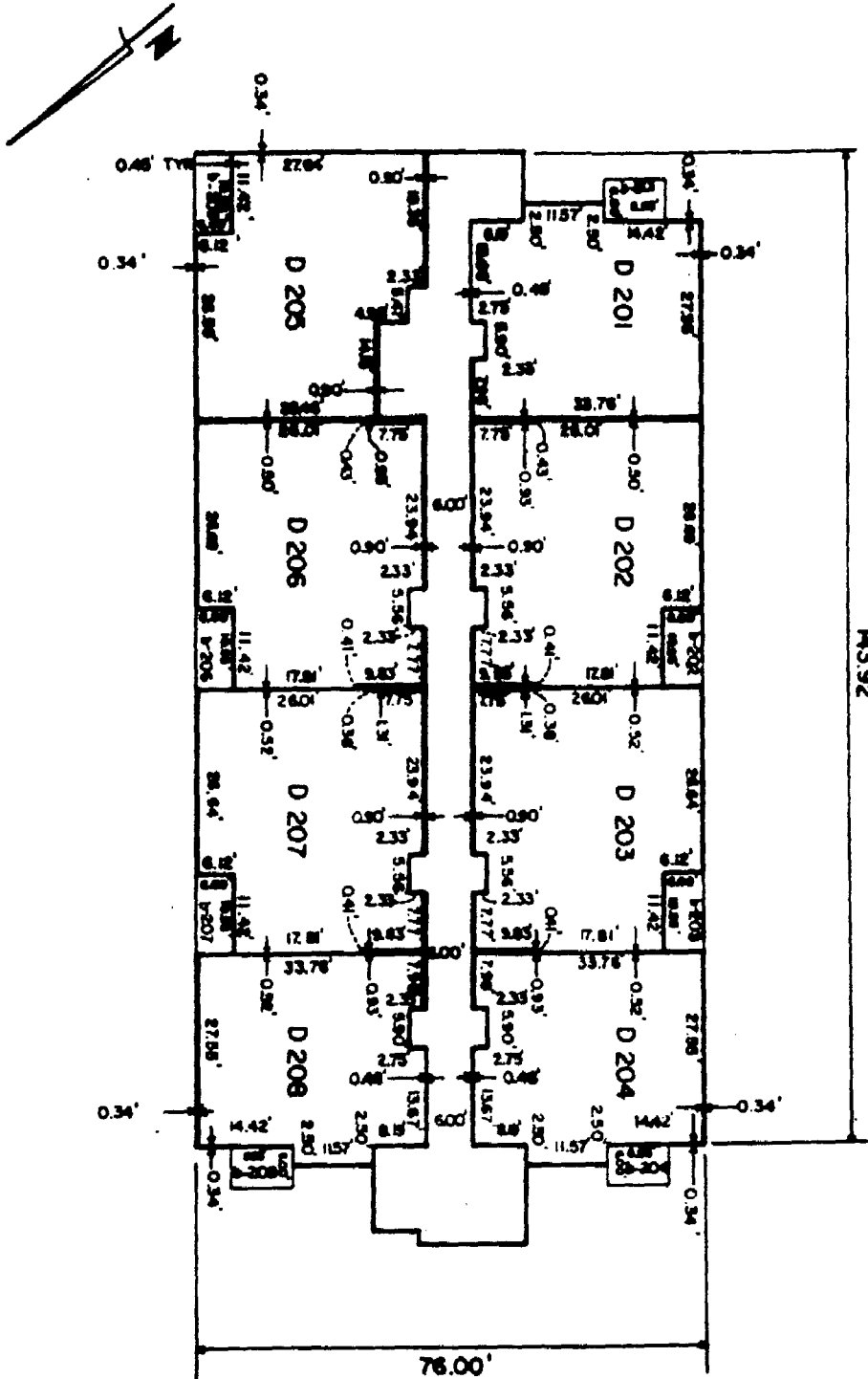
1<sup>st</sup> FLOOR ELEV. = 78.58'  
 1<sup>st</sup> FLOOR CEILING ELEV. = 86.58'

1<sup>st</sup> FLOOR - FLOOR PLAN  
 BUILDING "D"

CONDOMINIUM PLAN "MENLO COMMONS INCREMENT II"  
 CITY OF MENLO PARK, SAN MATEO COUNTY, CALIFORNIA

SCALE: 1" = 20'

RECORDER'S OFFICE SAN MATEO COUNTY



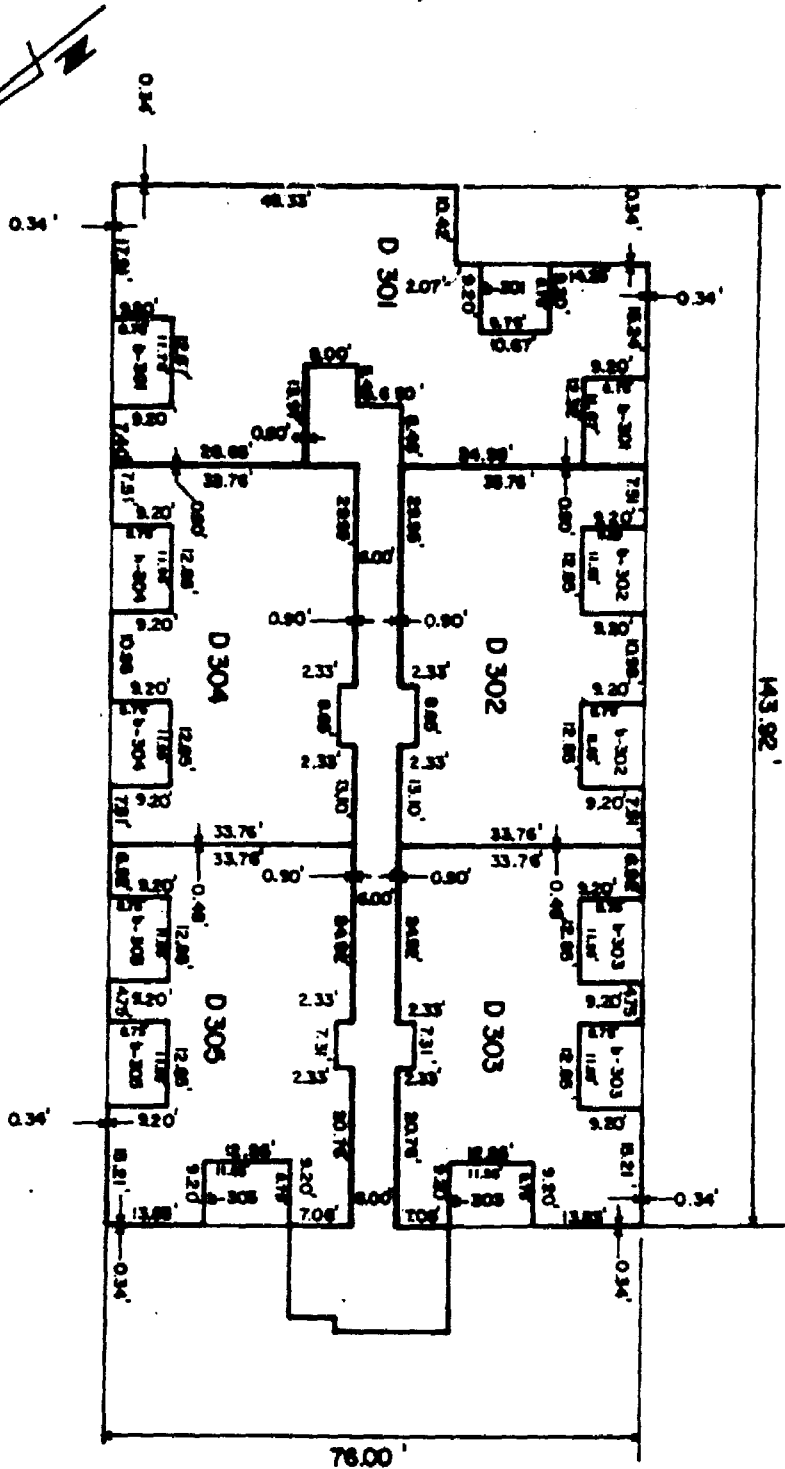
2<sup>nd</sup> FLOOR ELEV. = 87.67'  
 2<sup>nd</sup> FLOOR CEILING ELEV. = 95.67'

2<sup>nd</sup> FLOOR FLOOR PLAN  
 BUILDING "D"

CONDOMINIUM PLAN "MENLO COMMONS INCREMENT II"  
 CITY OF MENLO PARK, SAN MATEO COUNTY, CALIFORNIA

SCALE: 1" = 20'

RECORDER'S OFFICE SAN MATEO COUNTY



3<sup>rd</sup> FLOOR ELEV. = 96.92'  
 3<sup>rd</sup> FLOOR CEILING ELEV. 104.92'

3<sup>rd</sup> FLOOR - FLOOR PLAN  
 BUILDING "D"

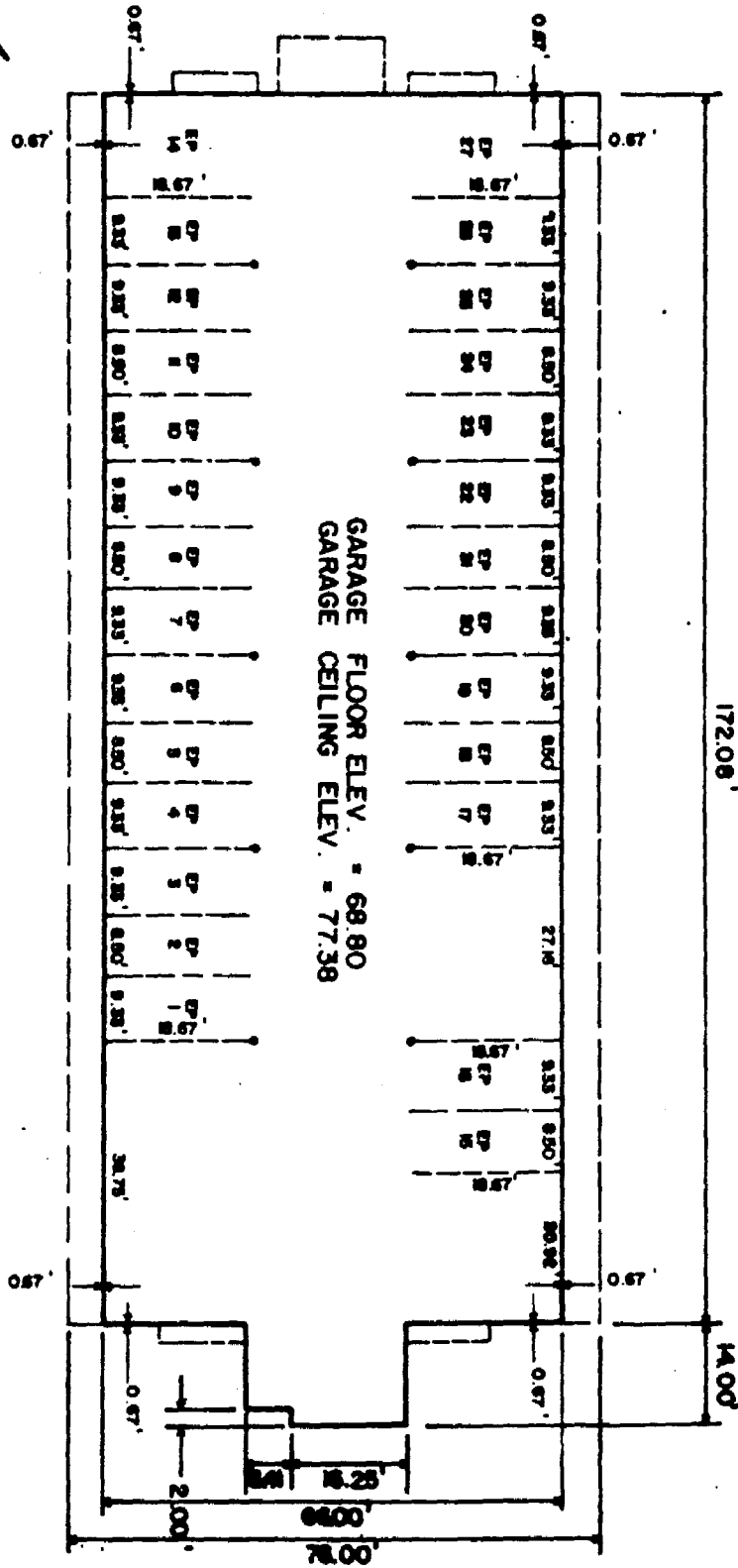
7687 PAGE 442

CONDOMINIUM PLAN "MENLO COMMONS INCREMENT II"  
 CITY OF MENLO PARK, SAN MATEO COUNTY, CALIFORNIA

SCALE: 1" = 20'



RECORDER'S OFFICE SAN MATEO COUNTY



BASEMENT - FLOOR PLAN  
 BUILDING "E"

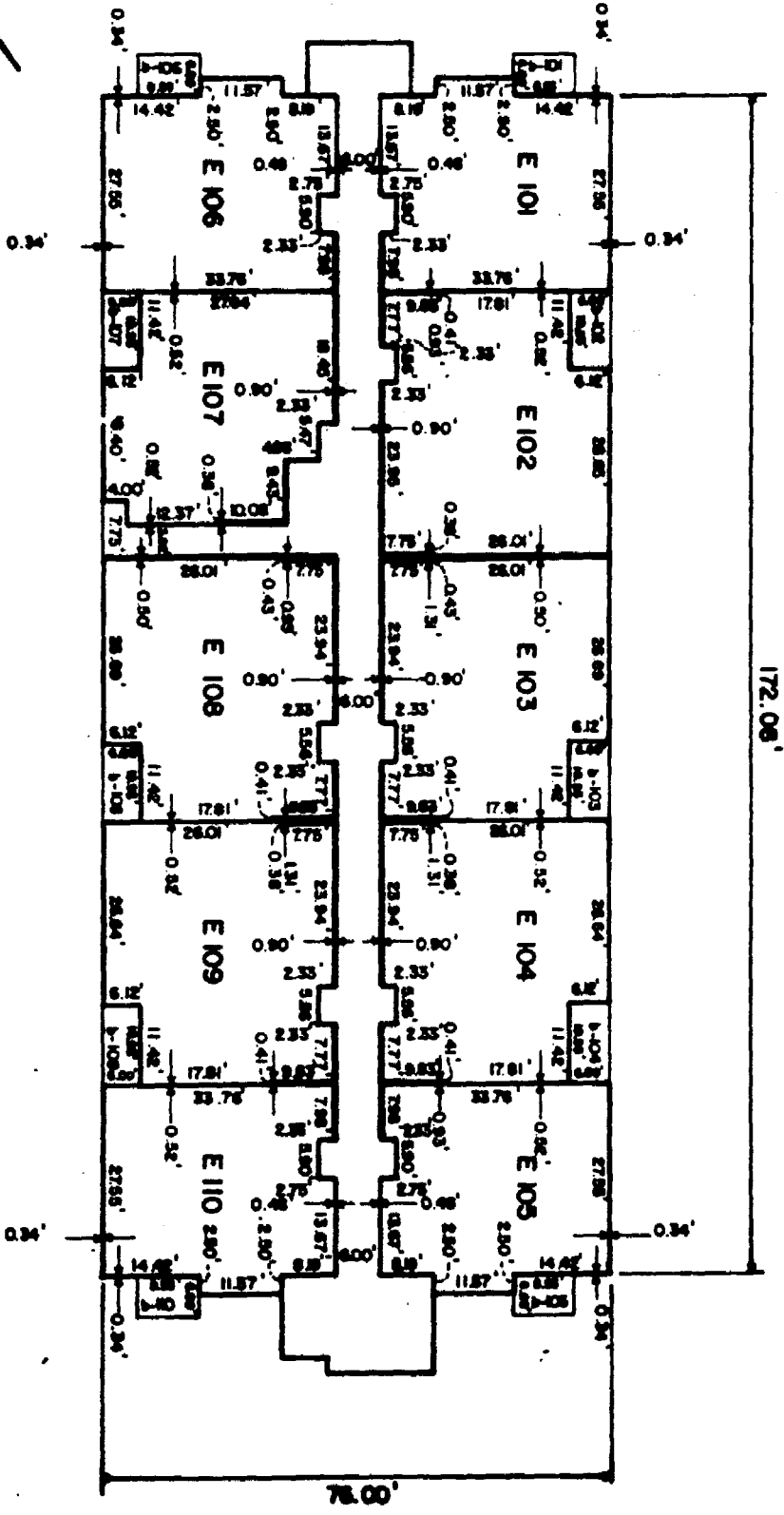
VOL 7687 PAGE 143

CONDOMINIUM PLAN "MENLO COMMONS INCREMENT 11"  
CITY OF MENLO PARK, SAN MATEO COUNTY, CALIFORNIA

SCALE: 1" = 20'



RECORDER'S OFFICE SAN MATEO COUNTY



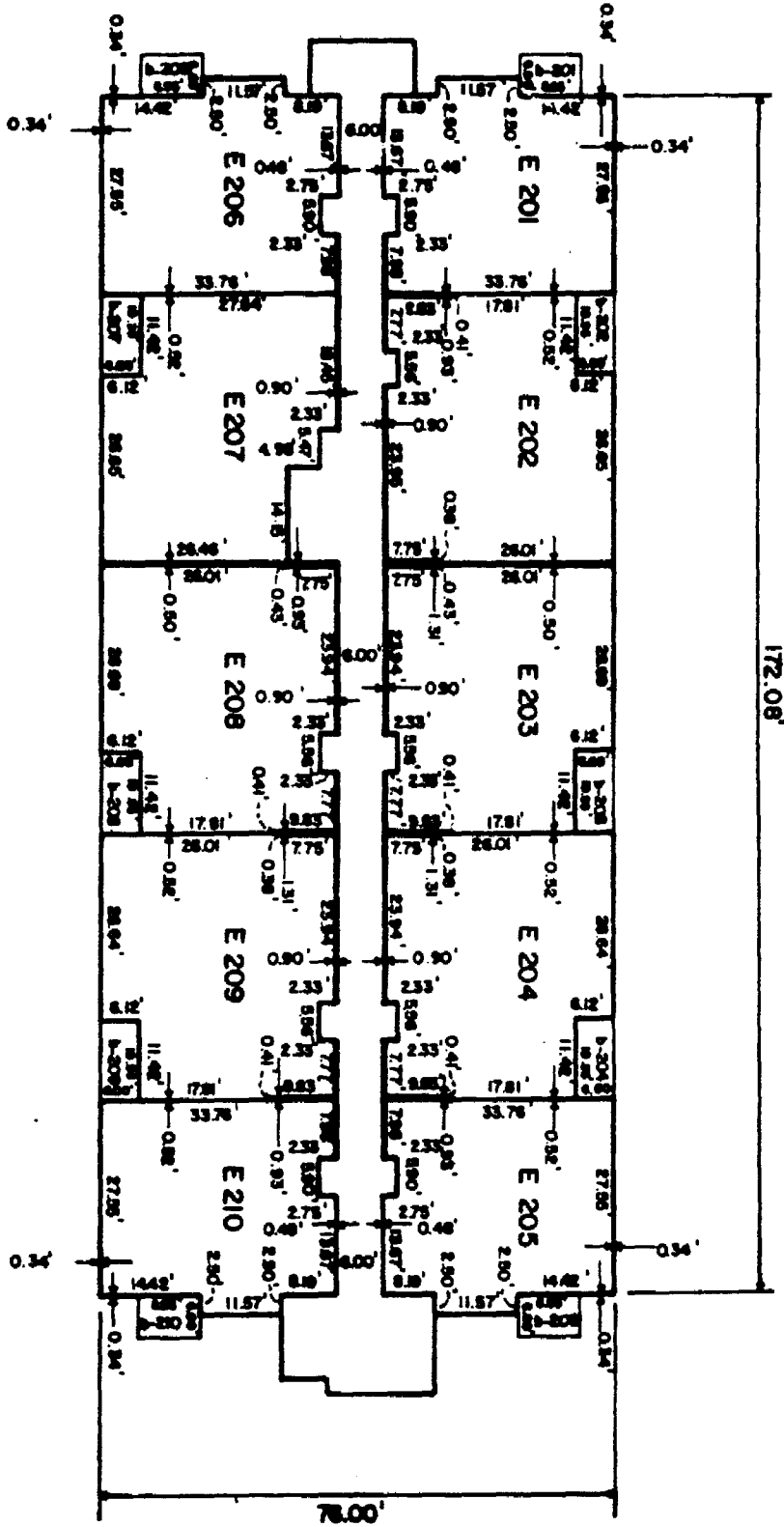
1<sup>st</sup> FLOOR ELEV. = 76.13  
1<sup>st</sup> FLOOR CEILING ELEV. = 86.13

1<sup>st</sup> FLOOR - FLOOR PLAN  
BUILDING "E"

VR 7087 PACE 444  
Sheet 16 of 18

CONDOMINIUM PLAN "MENLO COMMONS INCREMENT II"  
 CITY OF MENLO PARK, SAN MATEO COUNTY, CALIFORNIA

SCALE: 1" = 20'

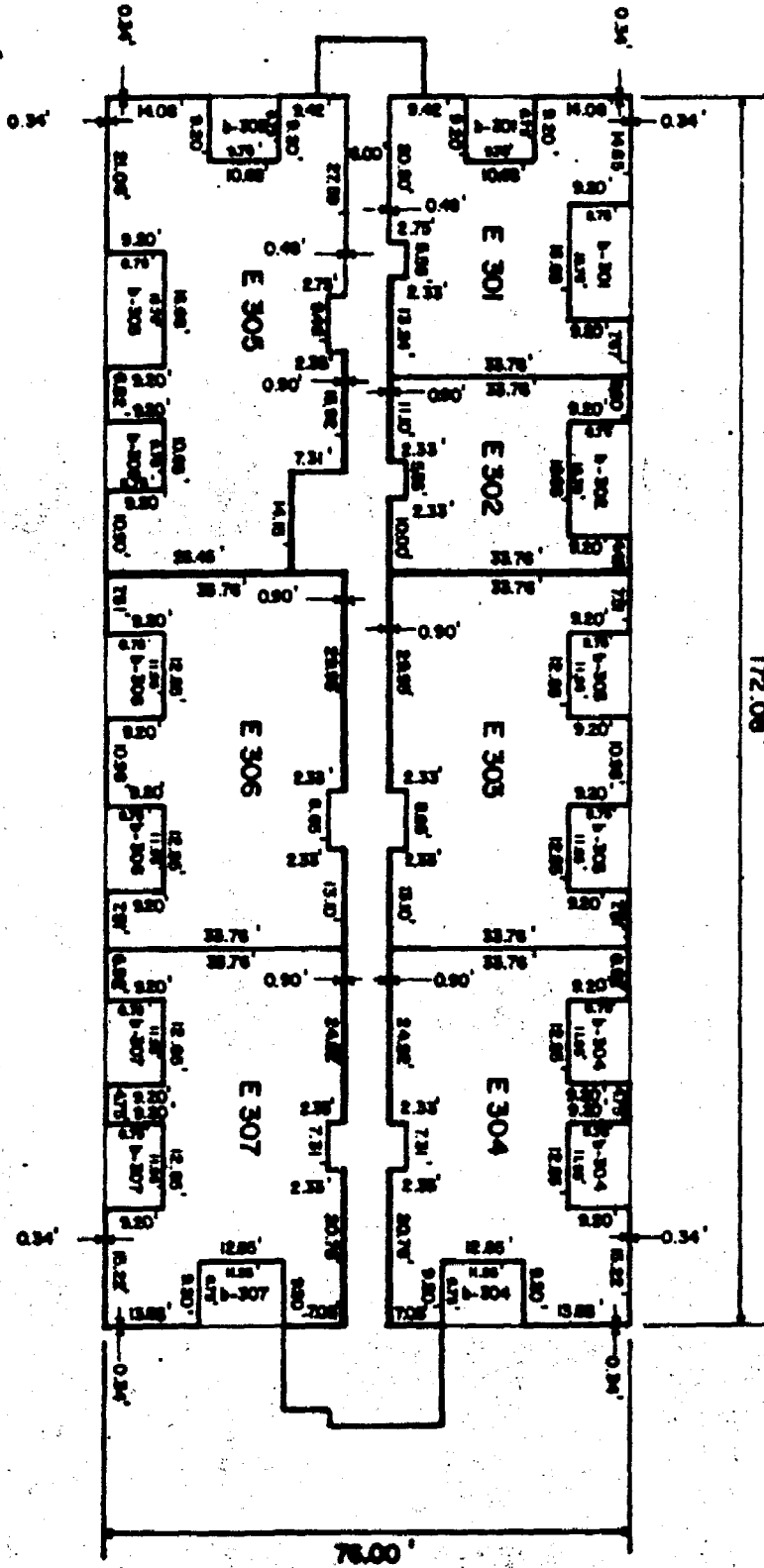


2<sup>ND</sup> FLOOR ELEV. = 87.22  
 2<sup>ND</sup> FLOOR CEILING ELEV. = 95.22

2<sup>ND</sup> FLOOR - FLOOR PLAN  
 BUILDING "E"

RECORDER'S OFFICE SAN MATEO COUNTY

SCALE: 1" = 20'



3<sup>rd</sup> FLOOR ELEV. = 98.47  
 3<sup>rd</sup> FLOOR CEILING ELEV. = 104.47

**3<sup>rd</sup> FLOOR - FLOOR PLAN  
 BUILDING "E"**

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#led

DECLARATION OF MERGER

EVERETT E. BERG, a married man, and RUTH A. BERG, his wife, doing business as Guardian Retirement Services, and Sutter Hill Limited, a California corporation, doing business as MENLO COMMONS, a California joint venture (hereinafter called "Declarant"), hereby declares:

(1) This Declaration is issued in compliance with that document entitled "Declaration of Covenants, Conditions and Restrictions Establishing a Plan of Condominium Ownership for The Menlo Commons", executed by Declarant on March 11, 1977, and recorded in the Office of the Recorder of the County of San Mateo, State of California, as Instrument No. 91155AK, Volume 7405, Page No. 331, and following, and pursuant to the Declaration of Intent to Merge--Establishing a Plan of Condominium Ownership for The Menlo Commons, Increments I and II, executed by Declarant on October, 1977, and recorded in the Office of the Recorder of the County of San Mateo, State of California, as Instrument No. 8698AM, Volume 7687, Page No. 415, and following.

(2) The development and Merger are in accordance with all applicable laws, administrative orders, regulations, rules and ordinances of any state or municipal authority applicable to the development and sale of the real property.

(3) From and after the date of recordation of this Declaration in the Office of the Recorder of the County of San Mateo, State of California, Merger shall be accomplished with respect to Increments I and II as set forth herein, and all of the incidents of the Plan of Merger referred to in Exhibit "D" of the Restrictions shall be in full force and effect as if the entire Project had been developed as a single Condominium Project, as set forth in said Exhibit "D".

IN WITNESS WHEREOF, the undersigned have executed the within document this 25 day of October, 1977.

"Declarant"

MENLO COMMONS,  
a California joint venture,

By SUTTER HILL LIMITED,  
a California corporation,

By [Signature]  
V. PRESIDENT

By [Signature]  
SECRETARY

x [Signature]  
EVERETT E. BERG

x [Signature]  
RUTH S. BERG

RECORDER'S OFFICE SAN MATEO COUNTY

ALL	PTN.
200	69
200	68
000	000
21	1

ALL	PTN.
200	48
000	000
1	1

REEL 7767 IMG1416

**98728AM**  
RECORDED AT REQUEST OF  
FIRST AMERICAN TITLE INSURANCE CO.  
SAN MATEO COUNTY TITLE DIVISION  
AUG 2 11 15 AM 1978

MARVIN CHURCH, RECORDER  
SAN MATEO COUNTY  
OFFICIAL RECORDS

8.00  
mt

98728AM

REEL 7767 IMG1416

253485

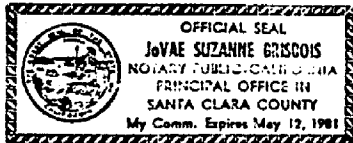
RECORDER'S OFFICE SAN MATEO COUNTY

By Everett E. Berg  
EVERETT E. BERG, doing  
business as Guardian  
Retirement Services  
By Ruth A. Berg  
RUTH A. BERG, his wife,  
also doing business as  
Guardian Retirement Services

STATE OF CALIFORNIA )  
COUNTY OF Santa Clara ) ss.

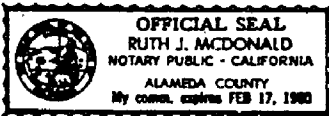
On this 21st day of October, 1977, before me, JoVae Suzanne Brisbois, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Michael D. Couch and Wylie R. Sheldon, known to me to be the V. President and Secretary of Sutter Hill Limited, a California corporation, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, on behalf of Menlo Commons, a California Joint Venture, which corporation is known to me to be one of the joint ventures of such joint venture, and acknowledged to me that such corporation executed the same pursuant to its bylaws or a resolution of its Board of Directors on behalf of the joint venture which executed the within instrument and they acknowledged to me that such joint venture executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid the day and year first above written.



JoVae Suzanne Brisbois  
Notary Public in and for  
said County and State

STATE OF CALIFORNIA )  
COUNTY OF Alameda ) ss.



On this 25th day of October, 1977, before me Ruth J. McDonald, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Everett E. Berg, d.b.a. Guardian Retirement Services, and Ruth A. Berg, also d.b.a. Guardian Retirement Services, known to me to be the persons and joint venturers whose names are subscribed to the within instrument, on behalf of Menlo Commons, a California Joint Venture, and acknowledged to me that they executed the same, and that such joint venture executed the within instrument.

RECORDER'S OFFICE SAN MATEO COUNTY

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid

Ruth McDonald  
Notary Public in and for  
said County and State

CONSENT AND SUBORDINATION

The undersigned CONTINENTAL AUXILIARY COMPANY, a corporation, as Trustee under that certain Deed of Trust dated Sept. 16, 1976, recorded SEPT. 30, 1976, Book No. 7255, Page 240, Official Records of the County Recorder of the County of San Mateo, executed by MENLO COMMONS, a California Joint Venture, as Trustor, with BANK OF AMERICA INT'L SA, as Beneficiary, does hereby consent to the execution and recordation of the attached Declaration of Merger and does hereby subordinate said deed of Trust to said Declaration of Merger, to the same extent and with the same force and effect as if said Declaration of Merger had been executed and recorded prior to the execution and recordation of said Deed of Trust.

IN WITNESS WHEREOF, the undersigned has executed this Consent and Subordination this 31<sup>st</sup> day of OCTOBER, 1977.

By [Signature]  
VICE PRESIDENT

By \_\_\_\_\_

STATE OF CALIFORNIA )  
COUNTY OF San Francisco ) ss.

On this 31st day of October, 1977, before me, Carolyn G. Wodrick, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Gordon W. Hargreaves, known to me to be the Vice President and \_\_\_\_\_ of the within corporation and known to me to be the persons who executed the within instrument on behalf of the corporation therein named and acknowledged to me that such corporation executed the same pursuant to its Bylaws or a resolution of its Board of Directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid the day and year first above written.



[Signature]  
Notary Public in and for  
said County and State

#6d

Menlo Commons Association  
2140 Santa Cruz Avenue  
Menlo Park, CA 94025  
c/o California Property Services  
611 Veterans Blvd. #112  
Redwood City, CA 94063  
Telephone: 415/364-9200

RECORDER'S OFFICE SAN MATEO COUNTY

AMENDMENT  
TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
MENLO COMMONS

The Board of Directors of Menlo Commons Association, acting in accordance with the written consent of more than seventy five percent (75%) of the record owners of MENLO COMMONS ASSOCIATION as required by the Declaration of Covenants, Conditions and Restrictions of the Association, hereby amend the "Declaration of Covenants, Conditions and Restrictions Establishing a Plan for Condominium Ownership For Menlo Commons" recorded March 11, 1977 at Book 7405, page 331 and following; as amended by "Amendment to Declaration of Covenants and Restrictions Establishing a Plan of Condominium Ownership - For The Menlo Commons" recorded May 10, 1977 at Book 7469 page 740 and following; and as further amended by "Declaration of Intention to Merge" recorded December 14, 1977, at Book 7687, page 415; and as further amended by "Declaration of Merger" recorded August 2, 1978 at Book 7767, page 1416 of the official records of Recorder of San Mateo County, State of California.

The property affected is the 47 units described as Parcel A as shown on the certain subdivision map entitled "Parcel Map of a Condominium Project" Menlo Park, County of San Mateo, State of California, on September 30, 1976 in Volume 33 of Parcel Maps at page 27, and the 75 units described as Parcel B as shown on the certain subdivision map entitled "Condominium Plan 'Menlo Commons Increment II' " filed in the Office of the Recorder of San Mateo County, State of California on September 20, 1976 in Volume 33 of Maps at page 27 and following.

Now, therefore, the undersigned hereby amend the above described Restrictions as follows:

Paragraph (4) Meetings.... delete "March" and insert "October" so that (a) reads:

"(a) Annual Meeting. There shall be a meeting of the Owners on the second Tuesday of October of each year at 8:00 p.m., upon the Common Area, or at such other reasonable place or time..."

Paragraph 22 - Amendment. Amend so that Paragraph 22 reads:

"Restrictions may be amended by a vote or written consent of record Owners holding a majority of the total vote of each class of votes hereunder...."

REEL 7975 IMAGE 643

70373A1

RECORDED AT REQUEST OF

*Menlo Commons Association*

JUL 23 10 39 AM '80

MARVIN CHURCH, RECORDER  
SAN MATEO COUNTY  
OFFICIAL RECORDS

70373A1

36-19

REEL 7975 IMAGE 643

Exhibit "B" is hereby deleted in its entirety and a new Exhibit "B" in the following form is hereby incorporated into the Declaration of Covenants, Conditions and Restrictions.

by reference:

EXHIBIT "B"

UNDIVIDED INTEREST IN COMMON AREA

INCREMENT II

The percentage of Undivided Interest in the Common Area in

Increment II conveyed with each Unit in Increment II is as follows:

UNIT NO.	PERCENTAGE OF UNDIVIDED INTEREST
C-101	1.2051
C-102	1.233
C-103	1.377
C-104	1.377
C-105	1.205
C-106	1.205
C-107	1.377
C-108	1.377
C-109	1.377
C-110	1.205
C-201	1.205
C-202	1.325
C-203	1.377
C-204	1.377
C-205	1.205
C-206	1.205
C-207	1.377
C-208	1.377
C-209	1.377
C-210	1.205
C-301	1.619
C-302	1.550
C-303	1.469
C-304	1.180
C-305	1.056
C-306	1.550
C-307	1.469
D-101	1.205
D-102	1.377
D-103	1.377
D-104	1.205
D-105	1.233
D-106	1.377
D-107	1.377
D-108	1.205
D-201	1.205
D-202	1.377
D-203	1.377
D-204	1.205
D-205	1.325
D-206	1.377
D-207	1.377
D-208	1.205
D-301	1.550
D-302	1.469
D-303	1.516
D-304	1.550
D-305	1.469
E-101	1.205
E-102	1.233
E-103	1.377
E-104	1.377
E-105	1.205
E-106	1.205
E-107	1.377
E-108	1.377
E-109	1.377
E-110	1.205
E-201	1.205
E-202	1.325
E-203	1.377
E-204	1.377
E-205	1.205
E-206	1.205
E-207	1.377
E-208	1.377
E-209	1.377
E-210	1.205
E-301	1.140
E-302	1.056
E-303	1.469
E-304	1.619
E-305	1.550
E-306	1.550
E-307	1.469
TOTAL	100.0001

REEL 7975 IMAGE 644

RECORDER'S OFFICE SAN MATEO COUNTY

Exhibit "C" is hereby deleted in its entirety and a new Exhibit "C" in the following form is hereby incorporated into the Declaration of Covenants, Conditions and Restrictions.

by reference:

EXHIBIT "C"

ALLOCATION OF ESTIMATED CASH REQUIREMENT

The Estimated Cash Requirement for Assessments for Increments I and II shall be allocated to each Condominium in the Project as follows:

<u>UNIT NO.</u>	<u>PERCENTAGE OF ASSESSMENT</u>
A-101	0.7984
A-102	0.8649
A-103	0.8649
A-104	0.7984
A-105	0.6654
A-106	0.7984
A-201	0.7984
A-202	0.6654
A-203	0.6654
A-204	0.6654
A-205	0.7984
A-206	0.7984
A-207	0.6654
A-208	0.6654
A-209	0.6654
A-210	0.7984
A-301	0.8649
A-302	0.8649
A-303	0.7318
A-304	0.8649
A-305	0.8649
A-306	0.7318
B-101	0.7984
B-102	0.6654
B-103	0.6654
B-104	0.6654
B-105	0.7984
B-106	0.7984
B-107	0.6654
B-108	0.8649
B-109	0.7984
B-201	0.7984
B-202	0.6654
B-203	0.6654
B-204	0.6654
B-205	0.7984
B-206	0.7984
B-207	0.6654
B-208	0.6654
B-209	0.6654
B-210	0.7984
B-301	0.8649
B-302	0.8649
B-303	0.7318
B-304	0.8649
B-305	0.8649
B-306	0.7318
C-101	0.7984
C-102	0.8649
C-103	0.8649
C-104	0.8649
C-105	0.7984
C-106	0.7984
C-107	0.8649
C-108	0.8649
C-109	0.8649
C-110	0.7984
C-201	0.7984
C-202	0.8649
C-203	0.8649
C-204	0.8649
C-205	0.7984
C-206	0.7984
C-207	0.8649
C-208	0.8649
C-209	0.8649
C-210	0.7984
C-301	0.9315
C-302	0.9315
C-303	0.9315
C-304	0.7318
C-305	0.6654
C-306	0.9315
C-307	0.9315

RECORDER'S OFFICE SAN MATEO COUNTY

RECORDER'S OFFICE SAN MATEO COUNTY

D-101	0.7984
D-102	0.8649
D-103	0.8649
D-104	0.7984
D-105	0.8649
D-106	0.8649
D-107	0.8649
D-108	0.7984
D-201	0.7984
D-202	0.8649
D-203	0.8649
D-204	0.7984
D-205	0.8649
D-206	0.8649
D-207	0.8649
D-208	0.7984
D-301	0.9315
D-302	0.9315
D-303	0.9315
D-304	0.9315
D-305	0.9315
E-101	0.7984
E-102	0.8649
E-103	0.8649
E-104	0.8649
E-105	0.7984
E-106	0.7984
E-107	0.8649
E-108	0.8649
E-109	0.8649
E-110	0.7984
E-201	0.7984
E-202	0.8649
E-203	0.8649
E-204	0.8649
E-205	0.7984
E-206	0.7984
E-207	0.8649
E-208	0.8649
E-209	0.8649
E-210	0.7984
E-301	0.7318
E-302	0.6659
E-303	0.9315
E-304	0.9315
E-305	0.9315
E-306	0.9315
E-307	0.0315

TOTAL 99.4672%

Exhibit "D" is hereby deleted in its entirety and a new Exhibit "D" in the following form is hereby incorporated into the Declaration of Covenants, Conditions and Restrictions

by reference:

EXHIBIT "D"

ALLOCATION OF SPECIAL ASSESSMENTS AND DISBURSEMENTS...

The Special Assessments and Disbursements provided for in Paragraph (17) and (18) of the Restrictions shall be allocated to each Condominium in Increments I and II of the Project as follows:

<u>UNIT NO.</u>	<u>PERCENTAGE OF ASSESSMENT</u>
A-101	0.750Z
A-102	0.877
A-103	0.832
A-104	0.764
A-105	0.711
A-106	0.764
A-201	0.764
A-202	0.674
A-203	0.674
A-204	0.674
A-205	0.775
A-206	0.757
A-207	0.677
A-208	0.877
A-209	0.813
A-210	0.775
A-301	0.934
A-302	0.822
A-303	0.715
A-304	0.938
A-305	0.822
A-306	0.941
B-101	0.757
B-102	0.677
B-103	0.677
B-104	0.677
B-105	0.775
B-106	0.757
B-107	0.677
B-108	0.825
B-109	0.775
B-201	0.764
B-202	0.684
B-203	0.684
B-204	0.684
B-205	0.775
B-206	0.764
B-207	0.684
B-208	0.684
B-209	0.613
B-210	0.775
B-301	0.934
B-302	0.822
B-303	0.711
B-304	0.934
B-305	0.822
B-306	0.741
C-101	0.777
C-102	0.795
C-103	0.890
C-104	0.890
C-105	0.777
C-106	0.777
C-107	0.890
C-108	0.890
C-109	0.890
C-110	0.777
C-201	0.777
C-202	0.856
C-203	0.890
C-204	0.890
C-205	0.777
C-206	0.777
C-207	0.890
C-208	0.890
C-209	0.890
C-210	0.777
C-301	1.050
C-302	1.005
C-303	0.951
C-304	0.734



RECORDER'S OFFICE SAN MATEO COUNTY

C-305	0.878
C-306	1.005
C-307	0.951
D-101	0.777
D-102	0.890
D-103	0.890
D-104	0.777
D-105	0.795
D-106	0.890
D-107	0.890
D-108	0.777
D-201	0.777
D-202	0.890
D-203	0.590
D-204	0.777
D-205	0.856
D-206	0.890
D-207	0.890
D-208	0.777
D-301	1.005
D-302	0.952
D-303	0.981
D-304	1.005
D-305	0.951
E-101	0.777
E-102	0.795
E-103	0.890
E-104	0.890
E-105	0.777
E-106	0.777
E-107	0.890
E-108	0.890
E-109	0.843
E-110	0.777
E-201	0.777
E-202	0.856
E-203	0.890
E-204	0.890
E-205	0.777
E-206	0.777
E-207	0.890
E-208	0.890
E-209	0.890
E-210	0.777
E-301	0.734
E-302	0.678
E-303	0.951
E-304	1.050
E-305	1.005
E-306	1.005
E-307	1.005

TOTAL 99.0052

The undersigned President of Menlo Commons Association does hereby certify that the above Covenants, Conditions and Restrictions were duly amended by the Board of Directors of said Association in accordance with the procedures for amendments on the 15th day of November 1979, and that they now constitute said Covenants, Conditions and Restrictions.

Date: July 21, 1980

Sarah Miller Burchard  
Sarah Miller Burchard  
President  
MENLO COMMONS ASSOCIATION

We, the undersigned, being owners of individual units within The Menlo Commons, a condominium community, do hereby approve of the attached amendments to the Declaration of Covenants, Conditions and Restrictions of The Menlo Commons Association.

DATE	NAME	UNIT OWNED
7-14-79	x Ray J. Daberi	E 302
7-14-79	x Raymond A. Marks	D 303
7-14-79	x Dorothy B. Sheffield	A 204
7-14-79	x Clifford F. Francis	B 108
7-14-79	x Estelita Peretti	C 205
7-14-79	x Lillian C. Burton	B 201
7-14-79	x Harold C. Webster	D-207
7-14-79	x Rita A. Westhaus	D-207
7-14-79	x Joseph C. Hight	E-208
7-14-79	x Sam A. Phillips	D-301
7-14-79	x Ralph S. Phillips	D-301
7-14-79	x Elana H. Lyman	F-202
7-14-79	x Debra C. Ryan	C-110
7/14/79	x Peggy S. Joseph	E 204
7/14/79	x Donald Jones	E 204
7/14/79	x Dominic Dessetti	A 305
7-14-79	x Mariha D. Dolgo	E-201
7/14/79	x Helen E. James	C 307
7-14-79	x Valerian Leubner	A-103
7/14/79	x Helen Leubner	A-103
7/14/79	x Gilbert F. Madson	A-304
7/14/79	x Sheri Vogel	B-209
7/14/79	x Bernard Walsh	B-203
7/14/79	x Eana Maxwell	B 203
7/14/79	x Dorothy L. Williams	D 103

We, the undersigned, being owners of individual units within The Menlo Commons, a condominium community, do hereby approve of the attached amendments to the Declaration of Covenants, Conditions and Restrictions of The Menlo Commons Association.

DATE	NAME	UNIT OWNED
7/14/79	x James E. Knauer	304-C
7/18/79	x Sarah Miller Burnard	E-203
7/14/79	x Bill S. Lee	E-102
7-14-79	x Dorothy M. Madison	A: 304
7-14-79	x Ruth St. Uche	E 108
7-14-79	x Mary L. Regal	D-201
7-14-79	x Boris N. Greenbaum	C-306
7-14-79	x Zita M. Herndon	B 303
7-14-79	x Joseph Jeldness	E 201
7-14-79	x Florence Federa	E 205
7-14-79	x Mary P. Hutton	E 202
7-14-79	x Lucia Zipse	C 204 - B 207
7-14-79	x John W. Wase	C 204 - B 207
7-14-79	x William F. Young	A 206
7-14-79	x Clara Cohen	B 105
7-14-79	x Mabel G. Truft	B 103
7-14-79	x Carlo Z. Langi	C-109
7-14-79	x Hamlet M. Skatterey	D-205
7-14-79	x Waverly J. Skatterey	D-205
7-14-79	x William C. Batton	C-104
7/14/79	x Madeline B. Kennedy	H-205
7/14/79	x Margaret K. Robinson	D-108
7/14/79	x Minnie Gallop	B. 210.
7/14/79	x Louis Gallop	B 210
7/14/79	x Francisco M. Robertson	D-204