

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

POR

MENLO COMMONS ASSOCIATION

INDEX

	<u>PAGE</u>
(1) <u>Definitions</u> .....	1
(2) <u>No Partition</u> .....	2
(3) <u>Voting</u> .....	3
(4) <u>Meetings</u> .....	3
(a) <u>Annual Meeting</u> .....	3
(b) <u>Special Meetings</u> .....	4
(5) <u>Notices</u> .....	4
(6) <u>Election and Proceedings of the Board</u> .....	4
(a) <u>Election</u> .....	4
(b) <u>Term</u> .....	4
(c) <u>Resignation and Removal</u> .....	4
(d) <u>Vacancies</u> .....	5
(e) <u>Proceedings</u> .....	5
(f) <u>Notice of Election</u> .....	5
(7) <u>Authority of the Board</u> .....	5
(8) <u>Board Powers, Exclusive</u> .....	10
(9) <u>Owners' Obligations to Repair</u> .....	10
(10) <u>Assessments</u> .....	10
(11) <u>Default in Payment of Assessments</u> .....	11
(12) <u>Mortgage Protection</u> .....	12
(13) <u>Delegation to Manager</u> .....	13
(14) <u>Use of Units and Common Area</u> .....	10

87163708

INDEX (continued)

	<u>PAGE</u>
(15) <u>Entry for Repairs</u> .....	16
(16) <u>Keys and Locks</u> .....	16
(17) <u>Damage and Destruction</u> .....	17
(18) <u>Condemnation</u> .....	19
(a) <u>Common Area Awards</u> .....	19
(b) <u>Unit Awards</u> .....	20
(19) <u>Alterations, Additions and Improvements of Common Area</u> .....	20
(20) <u>Audit</u> .....	20
(21) <u>Interpretation</u> .....	20
(22) <u>Amendment</u> .....	20
(23) <u>Severability</u> .....	21
(24) <u>Limitation of Liability</u> .....	21
(25) <u>Special Mortgage Provisions</u> .....	21
(26) <u>Litigation</u> .....	23

EXHIBIT "A" - DESCRIPTION - Increment I

EXHIBIT "B" - DESCRIPTION - Increment II

EXHIBIT "C" - GRANT DEED

EXHIBIT "D" - ITEMS COVERED BY MAINTENANCE PROVISIONS

EXHIBIT "E" - ASSESSMENT SCHEDULE

EXHIBIT "F" - THE PLAN

PLOT AND BUILDING PLANS

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RECORDED AT REQUEST OF

*attorney*

Nov 6 2 04 PM '87

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SAN MATEO COUNTY  
OFFICE 1000 S. 10TH ST.

RI	40
CU	
LN	
MF	1
AJ	38
BR	79

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AMENDED AND RESTATED DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
MENLO COMMONS ASSOCIATION

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The Board of Directors of Menlo Commons Association, acting in accordance with a vote or the written consent of more than fifty (50) percent of the record Owners of MENLO COMMONS ASSOCIATION as required by the Declaration of Covenants, Conditions and Restrictions of the Association, as amended,

HEREBY AMEND AND RESTATE 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 from time to time amended, as follows:

(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 Exhibits "A" and "B," and "The Plan," Exhibit "F," including all Units, Common Area and easements;

(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 Exhibits "A" and "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;

(d) "Unit" shall mean a numbered portion of a Condominium having boundaries as set forth on the Plan and where not 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 any person or persons, trust, estate, partnership or corporation;

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

(g) "Parking Space" shall mean a lettered-numbered parcel of the Common Area so designated on the Plan (e.g., "BP 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 provided 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 (6) hereof;

(k) "Property Manager" shall mean the person or business organization designated by the Board of Directors as contractually responsible for management of the Project during a stated term; the Property Manager's responsibilities shall include those delegated by the Secretary and Treasurer of the Association.

(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.

(m) "Increment I" shall mean the first phase of the project which included Building A and Building B; "Increment II" shall mean the second phase of the project which included Building C, Building D, and Building E.

(2) No Partition. There shall be no judicial partition of the Project or any part thereof, nor shall any person 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 cotenants 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 one (1) class of votes wherever votes of the Owners are required pursuant to the terms hereof. Said class shall be all Owners as defined in paragraph (1) (e) hereof. Each Owner shall be entitled to cast one (1) vote for each Condominium owned by said Owner.

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 Property Manager. Any designation of an agent to act for an Owner may be revoked at any time by written notice to the Board or Property Manager, and shall be deemed revoked when the Board or the Property 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 conveyance by such Owner (or any one of a group of Owners) of his Condominium. Where there is more than one record Owner, any 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 same Condominium would be entitled to cast. Any designation of an agent to act for such persons must be signed by all such persons.

87169708

(4) Meetings. The presence at any meeting of the Owners having fifty percent (50%) of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Owners upon 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 last Monday of October of each year at 7:30 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 may 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 statement 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 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, 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 Board 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) capital Owners or duly authorized officers of corporate or partnership Owners or resident parents of Owners. 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.

(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) Resignation and Removal. Any member may resign at any time by giving written notice to the Board, and any member may be removed from membership on the Board by vote of the Owners; provided that unless the entire Board is removed, an individual member shall not be removed if the number of votes cast against his removal exceeds the quotient arrived at when the total number of votes by voting Owners entitled to vote is divided by one plus the authorized number of Board members.

87169708

(d) Vacancies. Vacancies on the Board shall be filled by appointment by the remaining Board members. Temporary vacancies, due to illness or prolonged planned absence, may be filled by appointment of a former Board member. Such a temporary vacancy no longer exists as soon as the regular board member is again able to attend board meetings.

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

(f) Notice of Election. Any two (2) persons who are designated 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 of 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, 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:

87169708

(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 Project service equipment and fixtures, and all fixtures or equipment within each, as originally purchased from the developer, 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 interest 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, by 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 Property 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 Menlo Commons 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 Menlo Commons Association of the Condominium Project as a Trustee for the Owners of the Condominiums 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:

87169708



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

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

(iv) All policies shall provide that coverage may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days' prior written notice to any and all insured 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 Menlo Commons Association, the Owner of any Condominium and/or their respective agents, employees or tenants, and defenses based 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 gave 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 Menlo Commons Association (or any Insurance Trustee) or when in conflict with the provisions of any Insurance Trust Agreement to which the Menlo Commons Association may be a party, or any requirement of law;

87169708

(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 Property Manager") to the extent deemed advisable 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 Property Manager; provided, however, no such person or firm engaged by the Board as a Property Manager or otherwise shall be an Owner or a resident of a unit at the Menlo Commons;

(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 Property Manager, and such other person as may be designated by the Board as principals (or who are responsible in handling funds of the

Homeowners' assessment) and the Owners and Menlo Commons 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 radiant ceiling heat panels, thermostats, wall sockets, including TV antenna outlets, subfeed circuit panel and meters, switches, and original light fixtures (excluding light bulbs, fluorescent tubes and light diffusers), and the electrical components of standard ranges and 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 toilets, garbage disposers and dishwashers, but excluding the exterior finishes and housing of all appliances, toilets, sinks, showers and tubs;

(iii) The repair, maintenance and replacement of those items described in Exhibit "D" as qualifying for such treatment pursuant to items (i) and (ii) above.

(iv) The Board shall provide for the repair, maintenance and replacement of furniture, fixtures and appliances in all Common Areas.

87169708

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 or 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, and 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 may license (to residents of the Project only) the exclusive use of any Parking Spaces not deeded to an owner; 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;

(o) 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 funds 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, 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) 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, replacements, and capital improvements prescribed in paragraph (19), 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 "E" 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 the Owners. 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 requirements" per Condominium for the fiscal year, unless approved in writing or by the vote of fifty-one percent (51%) of the Owners. Assessments made pursuant to this paragraph

87169708

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

(c) Annual assessments shall commence on the first day of the Menlo Commons Association fiscal year. Said assessments shall be prorated over the subsequent twelve months; each of twelve monthly installments on said annual assessment is due on the first day of each month and payable within thirty days thereafter.

(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 any applicable late charge as set forth immediately below, 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.

87169708

Late charges for the delinquent payment of regular and special assessments shall not exceed the following rates computed on the outstanding balance, which shall include any late charges previously assessed and unpaid, from month to month:

- (1) On so much of the outstanding balance as does not exceed one thousand dollars (\$1,000), 1.5 percent.
- (2) If the outstanding balance is more than one thousand dollars (\$1,000), 1 percent of the excess over the one thousand dollars (\$1,000) of the outstanding balance.
- (3) If the late charge so computed is less than ten dollars (\$10) for any month, ten dollars (\$10).

No charge may be imposed more than once for the delinquency of the same payment, provided, however, that the imposition of a late charge on any delinquent payment shall not eliminate or supersede charges imposed on prior delinquent payments. The payment of an assessment is not delinquent for the purpose of this provision until at least 30 days following the due date of the assessment. When an assessment is paid more than 30

days after the due date of the assessment, late charges shall accrue from the first day following the due date of the assessment.

The late charge set forth above shall constitute full compensation for any additional bookkeeping, billing, or other administrative costs that may be incurred by the association as a result of the late payment of an assessment.

Reasonable attorney's fees and costs may be awarded by a court in any action instituted by the association to enforce the payment by an Owner of any delinquent regular or special assessment, any enforcement assessment or penalty, and any attendant late fees.

(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.

87169708

(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 Property 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 Property 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 Property Manager of any such duty, power or function so delegated. In the absence of any appointment, the President of the Board shall act as Property Manager. No employment contract with such Property Manager shall be for a period longer than one (1) year without the prior approval of a majority 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;

(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 for the Board regarding placement, size, and content.

87169708

(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 Menlo Commons 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) 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.

(j) 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 easements for the maintenance of said encroachments so long as they shall exist; provided, however, that in no event shall a valid easement 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.

(k) 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.

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



- (1) One bedroom Units - Two (2) persons;
- (11) Two bedroom Units - Three (3) persons;

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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.

(m) One person in residence shall be at least 55 years of age and each other resident of the same unit, if any, except the spouse or cohabitant of, or a person who resides with and provides primary physical or economic support to the 55 year old or older resident, shall be at least 45 years of age. The board may waive the provision requiring a person providing primary physical or economic support to be at least 45 years of age upon application of the Owner.

Temporary residency in a Unit by a person who does not meet the requirements of (m) above for a period of up to sixty (60) days in any one calendar year is permissible.

Upon the death or dissolution of marriage, or upon hospitalization, or other prolonged absence of the qualifying resident, any other person who was a qualified permanent resident pursuant to this paragraph (n) shall be entitled to continue in residence.

87169708

(n) No person shall permanently occupy any Unit who has not first obtained the written consent of the Board. A 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.

absent

(o) No Unit shall be permanently occupied by any person who is, at the time such occupancy commences, unable due to a mental or physical disability to function independently without endangering such person's health and safety or the health and safety of other residents. The report of a qualified medical care provider may be used to assist the Board in determining whether a person qualifies for occupancy hereunder; if that issue is disputed, the matter shall be resolved by arbitration pursuant to the rules of the American Arbitration Association.

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

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AV/LOG/STW

or familial status, disability

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(q) No sale, lease, gift, devise, assignment, mortgage or other transfer of a Condominium shall prevent the Board from reviewing and approving the occupancy of each such Condominium pursuant to the provisions hereof; however, no restriction shall be applied because of race, religion, national origin, sex, or marital status.

(r) All drapes installed in the Units shall have an exterior surface or lining as designated by the Board in its Association Rules; such Menlo Commons 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.

(s) There shall be no violation of Menlo Commons 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.

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

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

(v) 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.

(w) 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 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

87169708

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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)(i) 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:

(i) All insurance proceeds shall be paid to a bank or trust company designed 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.

(ii) 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 possible thereafter, call a special meeting or the Owners to consider such bids. If the Board fails to do so

87169708

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 such meeting, or to repair such casualty damage, within twelve (12) months from the date such damage occurred shall be deemed for 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 elect to reject all of such bids and thus not to rebuild, or by fifty-one percent (51%) vote elect to reject all such bids requiring insurance proceeds. Failure to reject all bids shall authorize the Board to accept the unrejected bid it considers most favorable.

(iii) 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 such repair or rebuilding, and such assessment and all insurance proceeds, whether or not subject to liens of Mortgagees, shall be paid to said insurance trustee to be used for such rebuilding. If any Owner shall fail to pay the special assessment within thirty (30) 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 bidder.

(iv) 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 Property 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 has occurred, describing it, identifying the building suffering such damage, the name of any insurer against whom claim is made, and 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.

87169708

(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 Property Manager, or the Board, or if they do not, any Owner or Mortgagee of any Owner, shall record a sworn declaration setting forth such decision and reciting that under the provisions of these Restrictions the prohibition against judicial partition provided for in paragraph (2) hereof 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) The proration of the special assessments provided for in this provision (17) shall be allocated and paid by owners as provided in Exhibit "E." Likewise, any distribution of insurance or sale proceeds provided for in this provision (17) shall be as provided in said Exhibit "E."

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

(18) Condemnation.

(a) Common Area Awards. In the event that an action in eminent domain is brought to condemn all or any portion 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 Menlo Commons Association to reduce the common expenses for the next succeeding fiscal year.

87169708

(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.

(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 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 the 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 Property 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. The provisions of these Restrictions may be amended by a vote or written consent of record owners holding a majority of the total vote of the Owners but they may not be

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amended to eliminate any rights expressly reserved to Mortgagees except by an instrument executed and acknowledged by such Mortgagees. Paragraph 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) 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.

(25) Special Mortgage 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 herein 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.

(b) The Board shall establish and maintain a reserve fund for the Common Area and for working capital purposes initially 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, Bylaws, or Rules and Regulations of the Menlo Commons Association not cured within thirty (30) days;

(d) Such Mortgagees shall have the right to examine books and records of the Menlo Commons Association, and shall be entitled to copies of the annual financial reports supplied to

87169708

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 herein 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 Mortgagees;

(h) Such Mortgagees shall receive written notice of all meetings of the Menlo Commons 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 Unit 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 so 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 (\$10,000.00), 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 Menlo Commons 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;

87169708



(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 or any other assessments as provided in these Restrictions;

(e) No contract for professional management, or other contract for services shall be entered into by the Menlo Commons 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.

(26) Litigation. Documents which were recorded in connection with the settlement of litigation concerning construction claims of the Association in Superior Court Action No. 249521 entitled The Menlo Commons Association v. Guardian Retirement Services, Inc., et al., remain in full force and effect and are not affected by this Restatement of the Covenants, Conditions and Restrictions.

87169708

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.

87169708

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.

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A. P. No. \_\_\_\_\_

**EXHIBIT "C"**

**GRANT DEED**

**I**

EVERETT E. BERG, a married man, and NUTH 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 "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 all 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 III B hereof.

**[For Use With Increment I Only:]**

- [1. 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.]

87169708

[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" as 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" and 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 as shown on the Plan.
3. Nonexclusive easements appurtenant to Increment \_\_\_\_\_ for use of the ingress and egress easements No.(s) \_\_\_\_\_ as 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.

87169708

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 provisions of the California Condominium Act, Title 6, Part 4, Division Second of said Code.

III

Terms used in this Deed are defined as follows:

Exhibit "C" (continued) -2-

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 K. BERG, doing  
business as Guardian  
Retirement Services

And By  
NUTH A. BERG, his wife,  
also doing business as  
Guardian Retirement Services

Grantor

87169708

EXHIBIT D

ITEMS COVERED BY MAINTENANCE PROVISIONS\*  
Per (7)(j)

	<u>Responsibility</u>	
	<u>Association</u>	<u>Owner</u>
Caulking - bath tub or shower		x
Doors - 3rd floor deck storage area	x	
Drawer guides		x
Filters - kitchen faucet, range exhaust		x
Garage door - electronic control		x
Garage parking place - clean	x	
Garage parking place - drip pans		x
Heating - thermostat control switch	x	
Instant water heater on kitchen sink		x
Kitchen cabinet - repairs/replacement		x
Knobs - doors or cabinets		x
Lights - bulbs, fluorescent tubes, diffusers		x
Lockers (garage floor) - repair		x
Mirrors		x
Oven door - gasket, glass		x
Oven grills		x
Pest control - rats, mice, ants, silverfish	x	
Phone jacks - connect or install	x	
Rollers - shower door, closet doors		x
Screens		x
Shower doors - repair or replace		x
Smoke detectors	x	
Television antenna outlets	x	
Toilets - seals, seats, tank, tank lid, bowl		x
Towel bars - new, replacement or repair		x
Vacuum - hose repair or replacement		x
Windows - glass, rollers - repair or replace		x

87169708

\*This exhibit is a representative list only and is not intended to set forth all maintenance items

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; and an additional seventy-five (75) condominiums in Increment II. With all Increments Merged, the Project will consist of one hundred twenty-two (122) Condominiums, 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 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, 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 all condominiums in buildings A and B.

The seventy-five (75) Units in Increment II when Merged, are all the condominiums in buildings C, D and E. Each Unit in all five buildings is identified by building letter and arabic numerals, as set forth in Exhibit E, the Assessment Schedule.

The Units include the Balconies adjacent to the Units.

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, original 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.

87169708

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 licensed by the Board to the individual Owners for their exclusive use, and the Board may impose a fee for such exclusive licensed use. 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 ceiling 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 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.

87169708



Menlo Commons Association  
2140 Santa Cruz Avenue  
Menlo Park, CA 94025  
c/o Robertson, Alexander, Luther,  
Esselstein, Shiells & Wright  
750 Menlo Avenue, Suite 250  
Menlo Park, CA 94025



RECORDED  
SAN MATEO COUNTY  
OFFICIAL RECORDS

AMENDMENT TO THE DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

Upon a vote or written consent of more than fifty percent (50%) of the record owners of MENLO COMMONS ASSOCIATION as required by the Declaration of Covenants, Conditions and Restrictions of the Association, as amended, the "Declaration of Covenants, Conditions and Restrictions as recorded in its amended and restated form on January 6, 1987, as Document No. 87169708 of Official Records of the County of San Mateo, is amended to add item x. to paragraph (14) as follows:

x. After October 26, 1992, no Unit shall be leased for a term of less than one (1) year, except as follows:

Where permitting a term of less than one (1) year will avoid a unique hardship to the Owner, provided the Owner prior to entering such a lease first makes written application to the Board and the Board determines that such unique hardship exists under the circumstances then prevailing.

92213618



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.

<u>DATE</u>	<u>NAME</u>	<u>UNIT OWNED</u>
July 14/79	x Charles W. Robertson	D-204
July 14/79	x Henry T. MacLennan	C-208
7/14/79	x James M. Conroy	C-208
7/14/79	x Wendy Lee	E-305
7/14/79	x Helen Good King	E-305
7/14/79	x Fred W. Matting	D-202
7/14/79	x Virginia M. Reese	C-106
7/14/79	x Helen F. Keiper	A-306
7/14/79	x Robert J. Young	E-105
7/14/79	x David G. Skaggs	D-103
7/14/79	x Alma R. Buckwalter	E-303
7/14/79	x Pauli A. Williamson	C-202
7/14/79	x Margaret H. Macky	D-303
7-14-79	x Wendie B. Taylor	D-106
7/14/79	x Frederick H. Dill	A-302
7/14/79	x Margaret A. Dill	A-302
8/11/79	x Margaret L. Meek	E-209
8/11/79	x Mrs. Maurine Emergate	C-102
8/11/79	x Mrs. E. J. Dill	E-102
8/11/79	x Irene L. Ford	B-101
8/11/79	x Stanley D. Borden	A-104
8/11/79	x Charlotte B. Hutch	A-208
8/11/79	x Audrey L. Hagerty	B-304
8/11/79	x Freeman W. Ruddle	D-104
8/11/79	x Ruth M. Anderson	C-101

RECORDER'S OFFICE SAN MATEO COUNTY

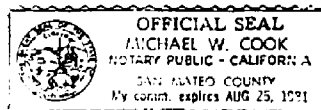
ON JULY 14, 1979, before me, the undersigned, a Notary Public in and for said State, personally appeared

Raymond A. Marks, Dorothy B. Sheffield, Ray T. Dakin, Alfred Fremont,  
Gertrude Perotti, Louise C. Burton, Harold C. Weathers,  
Reta A. Weathers, Isabel C. Flint, Mary P. Hutton,  
Jeane A. Phillips, Ralph S. Phillips, Eleanor H. Lyman,  
DeVere E. Ryan, Peggy S. Joseph, Leonard Joseph,  
Dominic Pasutti, Martha D. Dodge, Helen E. Farrell,  
Valerian Levanovich, Helen Levanovich, Gilbert F. Madisch,  
Sheila Vogel, Leonard Marks, Jr., Edna Marks,  
Dorothy A. Diegelman, James E. Knaue, Sarah Miller Burchard,  
Milton Silverman, Dorothy M. Madsey, Ruth W. Uthe,  
Mary L. Regel, Boris H. Greenbaum, Zita M. Neudau,  
Joseph Feldman, Florence Feldman, Laura T. Wise,  
Melina A. Wise, William F. Kenny, Clara Cohn,  
Mabel E. Taft, Lazzlo Z. Langi, Harriet M. Slattery,  
Waverly J. Slattery, William C. Burton, Adeline B. Kenny,  
Margaret V. Robinson, Minnie Gallup, Louis Gallup,  
Francis M. Robertson, Charles W. Robertson, Henry F. MacLomsey,  
Julia C. MacLomsey, Wu-chi Liu, Helen Gau Liu,  
Fred W. Matting, Virginia M. Resch, Helen E. Kasper,  
Robert T. Young, David Diegelman, Alma B. Burkthal,  
Roldi A. Williamson, Margaret N. Marks, Maurice B. Tarplee,  
Frederick N. Dilg, and Margaret S. Dilg

Known to me to be the members of The Menlo Commons Association, the Corporation that executed the within Instrument, 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.

WITNESS my hand and official seal.

*Michael W. Cook*  
Michael W. Cook  
Notary Public in and for said state



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
8/11/79	x Richard F. Corder	C 101
8/11/79	x Michael Suller	D 304
8/11/79	x Eleanor M. Tullman	B 205
8-11-79	x A. H. Hines	D-105
8-11-79	x Gerard M. Smith-Johanna	B-204
8-11-79	x Edith S. Frederick	D 107
8/11/79	x Elaine A. Chapp	F 201
8/11/79	x Kirkwood Bennett	B 102
8/11/79	x John & Rachel	B-104
8/11/79	x R. Ben Brown	C 203/E 304
8-11-79	x Margaret R. Neuberger	C 301
8-11-79	x Mirna P. Alexander	D 305
9-15-79	x Francis E. Howard	B 106
9-15-79	x Susan V. Foster	E-107
9-15-79	x Gloria H. Maden	A 209
9-15-79	x Fernando Casarino	A-102
9-15-79	x Christa Sprague	A 307, E 210, E 306
9-15-79	x Louise B. Dehtendorf	D 206
9-15-79	x Thomas J. Longwell	E 101 E 106
9-15-79	x Veda Laumann	A-203
9/15/79	x Emil Weel	B-206
9-15-79	x Dorothy J. Patton	C-104
9-15-79	x Mary C. Milas	E-301
9-15-79	x Frank Joseph	C-207
	x	



STATE OF CALIFORNIA )  
COUNTY OF SAN MATEO ) ss.

ON August 11, 1979, before me, the undersigned, a Notary Public in and for said State, personally appeared

Mrs. Harriet L. Meck, Mrs. Maunne Demangate Mialydecker, Irene L. Ford, Stanley I. Brodsky, Charlotte A. Huth, Audrey L. Hogerty, Lillian Dade, Ruth M. Anderson, Bernhard F. Anderson, Mildred Satherland, Eleanor M. Ullman, A. Studemeister, Gaord M. Smitt-Johansen, Edith S. Freidenrich, Claira S. Chait, Kirkwood Bouczer, John L. Kelher, R Gene Brown, Margaret R. Heneberg, and Miana B. Alexander

Known to me to be the members of The Menlo Commons Association, the Corporation that executed the within Instrument, 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.

WITNESS my hand and official seal.



*Michael W. Cook*  
Michael W. Cook  
Notary Public in and for said State

RECORDER'S OFFICE SAN MATEO COUNTY

STATE OF CALIFORNIA )  
COUNTY OF SAN MATEO ) ss.

ON September 15, 1979, before me, the undersigned, a Notary Public in and for said State, personally appeared

Francis E. Howard, Ginger H. Foote, George H. Nadler,  
Fernande Lezorus, Christine Younger, Louise B. Dehlendorf,  
Norman H. Lamprecht, Neda Lechmann, Emil V. Real,  
Dorothy L. Barton, Mary E. Miles, and Fraushawn Joseph.

Known to me to be the members of The Menlo Commons Association, the Corporation that executed the within Instrument, 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.

WITNESS my hand and official seal.

*Michael W. Cook*  
Michael W. Cook  
Notary Public in and for said State



REEL 7975 IMGE 656

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
9/17/79	x <u>Phyllis L. Flinn</u>	B-109
	x _____	_____

STATE OF CALIFORNIA

COUNTY OF San Mateo

ON September 17 1979

before me, the undersigned, a Notary Public in and for said State, personally appeared Phyllis L. Flinn

known to me to be the a member

of the Menlo Commons Association the Corporation that executed the within instrument, known to me to be the person who executed the within instrument, on behalf of the Corporation, therein named, and acknowledged to me that such Corporation executed the same.



WITNESS my hand and official seal.

Michael W. Cook  
Michael W. Cook  
Notary Public in and for said State.

CORPORATE ACKNOWLEDGMENT FORM

_____	^	_____
_____	X	_____
_____	X	_____
_____	X	_____
_____	X	_____
_____	X	_____
_____	X	_____
_____	X	_____
_____	X	_____
_____	X	_____
_____	X	_____
_____	X	_____
_____	X	_____
_____	X	_____
_____	X	_____
_____	X	_____

MENLO COMMONS ASSOCIATION  
2140 SANTA CRUZ AVENUE  
MENLO PARK, CA. 94025

RECEIVED  
SEP 20 1979

BALLOT

PROPOSED AMENDMENTS TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

I am in favor of the proposed amendments to the Covenants,  
Conditions and Restrictions. . . . .

I am not in favor of the proposed amendments to the Covenants,  
Conditions and Restrictions. . . . .

SIGNED: Rodney H. Washburn  
Jane E. Washburn  
DATE: 9/19/79

STATE OF  
California

ON September 19, 1979, before me, the undersigned, a Notary  
Public in and for said State, personally appeared Rodney H. Washburn  
Jane E. Washburn known to me to be the member of The Menlo Commons  
Association, the Corporation that executed the within Instrument, known to me  
to be the person who executed the within Instrument, on behalf of the Corpor-  
ation, therein named and acknowledged to me that such Corporation executed  
the same.

WITNESS my hand and official seal.



Dawn H. Boetcher  
Notary Public in and for said  
State

MENLO COMMONS ASSOCIATION  
2140 SANTA CRUZ AVENUE  
MENLO PARK, CA.94025

BALLOT

PROPOSED AMENDMENTS TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

I am in favor of the proposed amendments to the Covenants,  
Conditions and Restrictions. . . . .

I am not in favor of the proposed amendments to the Covenants,  
Conditions and Restrictions. . . . .

SIGNED: Wilson H. May  
DATE: Sept. 25, 1979

STATE OF Illinois

ON September 25, 1979, before me, the undersigned, a Notary  
Public in and for said State, personally appeared Wilson H. May  
known to me to be the member of The Menlo Commons  
Association, the Corporation that executed the within Instrument, known to me  
to be the person who executed the within Instrument, on behalf of the Corpora-  
tion, therein named and acknowledged to me that such Corporation executed  
the same.

WITNESS my hand and official seal.



July G. [Signature]  
Notary Public in and for said  
State 11-20-82

RECORDER'S OFFICE SAN MATEO COUNTY

MENLO COMMONS ASSOCIATION  
2140 SANTA CRUZ AVENUE  
MENLO PARK, CA.94025

BALLOT

PROPOSED AMENDMENTS TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

I am in favor of the proposed amendments to the Covenants,  
Conditions and Restrictions. . . . . X

I am not in favor of the proposed amendments to the Covenants,  
Conditions and Restrictions. . . . . \_\_\_\_\_

SIGNED: June S. Browne

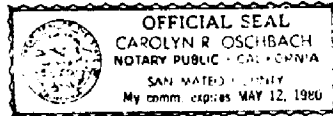
DATE: Oct. 1, 1979

STATE OF  
CALIFORNIA

ON OCTOBER 1, 1979, before me, the undersigned, a Notary  
Public in and for said State, personally appeared June S. Browne -  
known to me to be the member of The Menlo Commons  
Association, the Corporation that executed the within Instrument, known to me  
to be the person who executed the within Instrument, on behalf of the Corpor-  
ation, therein named and acknowledged to me that such Corporation executed  
the same.

WITNESS my hand and official seal.

Carolyn R. Oschbach  
Notary Public in and for said  
State



RECORDER'S OFFICE SAN MATEO COUNTY

MENLO COMMONS ASSOCIATION  
2140 SANTA CRUZ AVENUE  
MENLO PARK, CA.94025

BALLOT

PROPOSED AMENDMENTS TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

I am in favor of the proposed amendments to the Covenants,  
Conditions and Restrictions. . . . . +

I am not in favor of the proposed amendments to the Covenants,  
Conditions and Restrictions. . . . . \_\_\_\_\_

SIGNED: Dora S. Claggett

DATE: 9/28/79

STATE OF California  
County of Santa Clara

ON Sept 28, 1979, before me, the undersigned, a Notary  
Public in and for said State, personally appeared Dora S. Claggett  
known to me to be the member of The Menlo Commons  
Association, the Corporation that executed the within Instrument, known to me  
to be the person who executed the within Instrument, on behalf of the Corporation,  
therein named and acknowledged to me that such Corporation executed  
the same.

WITNESS my hand and official seal  


Linda L. Todd  
Notary Public in and for said  
State

REEL 1975 IMCE 661

MENLO COMMONS ASSOCIATION  
2140 SANTA CRUZ AVENUE  
MENLO PARK, CA.94025

BALLOT

PROPOSED AMENDMENTS TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

I am in favor of the proposed amendments to the Covenants,  
Conditions and Restrictions. . . . .

I am not in favor of the proposed amendments to the Covenants,  
Conditions and Restrictions. . . . .

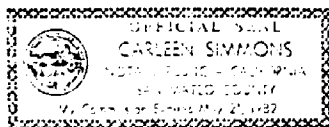
SIGNED: Hein M. Mann

DATE: 9-25-1979

STATE OF California

ON 25 September, 1977, before me, the undersigned, a Notary  
Public in and for said State, personally appeared Hein M Mann  
known to me to be the member of The Menlo Commons  
Association, the Corporation that executed the within Instrument, known to me  
to be the person who executed the within Instrument, on behalf of the Corpora-  
tion, therein named and acknowledged to me that such Corporation executed  
the same.

WITNESS my hand and official seal.



Carleen Simmons  
Notary Public in and for said  
State

REEL 7975 PAGE 662



MENLO COMMONS ASSOCIATION  
2140 SANTA CRUZ AVENUE  
MENLO PARK, CA.94025

BALLOT

PROPOSED AMENDMENTS TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

I am in favor of the proposed amendments to the Covenants,  
Conditions and Restrictions. . . . . X

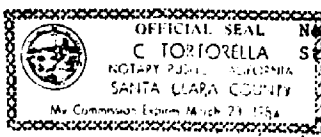
I am not in favor of the proposed amendments to the Covenants,  
Conditions and Restrictions. . . . . \_\_\_\_\_

SIGNED: William J Swanson  
*President Menlo Commons Capital - A 306*  
DATE: 9/28/79

STATE OF Calif  
ON Sept 28, 1979, before me, the undersigned, a Notary  
Public in and for said State, personally appeared William Swanson  
known to me to be the member of The Menlo Commons  
Association, the Corporation that executed the within Instrument, known to me  
to be the person who executed the within Instrument, on behalf of the Corpora-  
tion, therein named and acknowledged to me that such Corporation executed  
the same.

WITNESS my hand and official seal.

*C. Tortorella*



REEL 1975 IMGE 663

RECORDER'S OFFICE SAN MATEO COUNTY

MENLO COMMONS ASSOCIATION  
2140 SANTA CRUZ AVENUE  
MENLO PARK, CA.94025

BALLOT

PROPOSED AMENDMENTS TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

I am in favor of the proposed amendments to the Covenants,  
Conditions and Restrictions. . . . .

I am not in favor of the proposed amendments to the Covenants,  
Conditions and Restrictions. . . . .

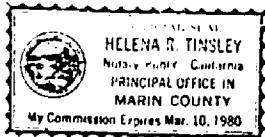
SIGNED: Donal F. Brown

DATE: October 4, 1979

STATE OF  
California

ON October 4, 1979, before me, the undersigned, a Notary  
Public in and for said State, personally appeared \*Donal F. Brown\*  
known to me to be the member of The Menlo Commons  
Association, the Corporation that executed the within Instrument, known to me  
to be the person who executed the within Instrument, on behalf of the Corpor-  
ation, therein named and acknowledged to me that such Corporation executed  
the same.

WITNESS my hand and official seal.



Helena R. Tinsley  
Notary Public in and for said  
State

REEL 7975 IMGE 664



September 12, 1979

Dear Non-Resident Menlo Commons Homeowner:

For the past several months, we have been attempting to complete our amendments to the Covenants, Conditions and Restrictions of Menlo Commons Association. Since you have been unable to visit the Commons Room during the time that we have a Notary Public available to acknowledge your signature, we ask you to take the attached sheet to a notary public for acknowledgment of your signature in his presence and return the signed and acknowledged sheet to us.

It is urgent that we receive your approval as soon as possible since we plan the fall annual meeting for the Association, and in order to hold that annual meeting, we must amend the documents.

Thank you for your help to us.

Yours truly,

R. Terrence Blaine CPM  
Manager  
MENLO COMMONS ASSOCIATION

HTB:lk

MENLO COMMONS

2140 Santa Cruz Avenue Menlo Park, California 94025 415 854-2100 REEL 1975 IMAGE 665

RECORDER'S OFFICE SAN MATEO COUNTY

MENLO COMMONS ASSOCIATION  
2140 SANTA CRUZ AVENUE  
MENLO PARK, CA.94025

BALLOT

PROPOSED AMENDMENTS TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

I am in favor of the proposed amendments to the Covenants,  
Conditions and Restrictions. . . . .

I am not in favor of the proposed amendments to the Covenants,  
Conditions and Restrictions. . . . .

SIGNED: *[Signature]*  
DATE: 9/28/79

STATE OF California

ON September 28, 1979, before me, the undersigned, a Notary  
Public in and for said State, personally appeared R. L. Brechner  
known to me to be the member of The Menlo Commons  
Association, the Corporation that executed the within Instrument, known to me  
to be the person who executed the within Instrument, on behalf of the Corpor-  
ation, therein named and acknowledged to me that such Corporation executed  
the same.

WITNESS my hand and official seal.

*Katherine L. Flood*  
Notary Public in and for said  
State




REEL 1975 IMGE 666

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
9-28-79	X Eleanor M. Wheeler	Bldg C - C-305
	X	
	X	
	X	
	X	
	X	

STATE OF CALIFORNIA  
COUNTY OF San Mateo      ON September 28 1979  
before me, the undersigned, a Notary Public in and for said State, personally appeared Eleanor M. Wheeler  
known to me to be the  
a member  
of the Menlo Commons Association  
the Corporation that executed the within instrument, known to me to be the person who executed the within instrument, on behalf of the Corporation, therein named, and acknowledged to me that such Corporation executed the same.

WITNESS my hand and official seal. Michael W. Cook  
Michael W. Cook  
Notary Public in and for said State.



CORPORATE ACKNOWLEDGMENT FORM

	A	
	X	
	X	
	X	
	X	
	X	
	X	
	X	
	X	
	X	

RECORDER'S OFFICE SAN MATEO COUNTY

MENLO COMMONS ASSOCIATION  
2140 SANTA CRUZ AVENUE  
MENLO PARK, CA.94025

RECEIVED  
OCT 1 1979

BALLOT

PROPOSED AMENDMENTS TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

I am in favor of the proposed amendments to the Covenants,  
Conditions and Restrictions. . . . .

I am not in favor of the proposed amendments to the Covenants,  
Conditions and Restrictions. . . . .

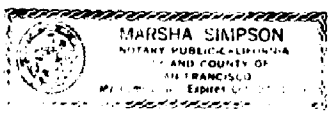
SIGNED: Margaret A. Rose

DATE: Sept. 29, 1979

STATE OF  
California

ON September 29, 1979, before me, the undersigned, a Notary  
Public in and for said State, personally appeared Margaret A. Rose  
known to me to be the member of The Menlo Commons  
Association, the Corporation that executed the within Instrument, known to me  
to be the person who executed the within Instrument, on behalf of the Corpora-  
tion, therein named and acknowledged to me that such Corporation executed  
the same.

WITNESS my hand and official seal.



Marsha Simpson  
Notary Public in and for said  
State

REEL 1975 IMGE 668

RECORDER'S OFFICE SAN MATEO COUNTY

MENLO COMMONS ASSOCIATION  
2140 SANTA CRUZ AVENUE  
MENLO PARK, CA. 94025

BALLOT

PROPOSED AMENDMENTS TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

I am in favor of the proposed amendments to the Covenants,  
Conditions and Restrictions. . . . .   K  

I am not in favor of the proposed amendments to the Covenants,  
Conditions and Restrictions. . . . .           

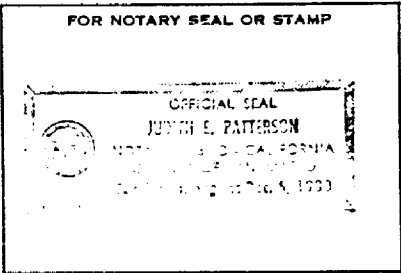
SIGNED: Anna Lou Wheeler

DATE: September 24, 1979

STATE OF CALIFORNIA  
COUNTY OF San Mateo } SS.  
On September 24, 1979 before me,  
the undersigned, a Notary Public in and for said County and State,  
personally appeared Anna Lou Wheeler

\_\_\_\_\_, known to me  
to be the person whose name is \_\_\_\_\_ subscribed to the  
within instrument and acknowledged that she \_\_\_\_\_ executed the  
same.

Judith E. Patterson  
Judith E. Patterson



REEL 1975 MGE 663

Notar. 166 (G.S.) Act Individual (Rev. 9-68)

RECORDER'S OFFICE SAN MATEO COUNTY

MENLO COMMONS ASSOCIATION  
2140 SANTA CRUZ AVENUE  
MENLO PARK, CA.94025

BALLOT

PROPOSED AMENDMENTS TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

I am in favor of the proposed amendments to the Covenants,  
Conditions and Restrictions. . . . . YES

I am not in favor of the proposed amendments to the Covenants,  
Conditions and Restrictions. . . . . \_\_\_\_\_

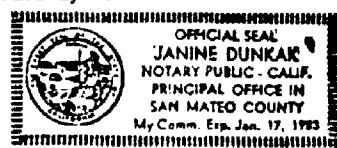
SIGNED: Jacqueline Kanno

DATE: September 19, 1979

STATE OF  
California

ON September 19, 1979, before me, the undersigned, a Notary  
Public in and for said State, personally appeared JACQUELINE KANNOGLOU  
known to me to be the member of The Menlo Commons  
Association, the Corporation that executed the within Instrument, known to me  
to be the person who executed the within Instrument, on behalf of the Corpora-  
tion, therein named and acknowledged to me that such Corporation executed  
the same.

WITNESS my hand and official seal.



Janine Dunkar  
Notary Public in and for said  
State

REEL 1975 IMGE 670



MENLO COMMONS ASSOCIATION  
2140 SANTA CRUZ AVENUE  
MENLO PARK, CA.94025

BALLOT

PROPOSED AMENDMENTS TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

I am in favor of the proposed amendments to the Covenants,  
Conditions and Restrictions. . . . .   K  

I am not in favor of the proposed amendments to the Covenants,  
Conditions and Restrictions. . . . .           

SIGNED:           *Clyde G. Mitchell*          

DATE:           19 Sept. 1979          

STATE OF  
California, County of San Francisco

ON September 19, 1979, before me, the undersigned, a Notary Public in and for said State, personally appeared Clyde G. Mitchell known to me to be the member of The Menlo Commons Association, the Corporation that executed the within Instrument, known to me to be the person who executed the within Instrument, on behalf of the Corporation, therein named and acknowledged to me that such Corporation executed the same.

WITNESS my hand and official seal.

          *Pat McKenna*            
Pat McKenna  
Notary Public in and for said State



MENLO COMMONS ASSOCIATION  
2140 SANTA CRUZ AVENUE  
MENLO PARK, CA. 94025

BALLOT

PROPOSED AMENDMENTS TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

I am in favor of the proposed amendments to the Covenants,  
Conditions and Restrictions. . . . . X

I am not in favor of the proposed amendments to the Covenants,  
Conditions and Restrictions. . . . . \_\_\_\_\_

SIGNED: *F. J. Bandet*  
DATE: 9-18-1979

STATE OF  
California

ON September 18, 1979, before me, the undersigned, a Notary  
Public in and for said State, personally appeared Frederick Bandet  
known to me to be the member of The Menlo Commons  
Association, the Corporation that executed the within Instrument, known to me  
to be the person who executed the within Instrument, on behalf of the Corpora-  
tion, therein named and acknowledged to me that such Corporation executed  
the same.

WITNESS my hand and official seal.



Marguerite K. Gold  
Notary Public in and for said  
State

RECORDER'S OFFICE SAN MATEO COUNTY

MENLO COMMONS ASSOCIATION  
2140 SANTA CRUZ AVENUE  
MENLO PARK, CA.94025

BALLOT

PROPOSED AMENDMENTS TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

I am in favor of the proposed amendments to the Covenants,  
Conditions and Restrictions. . . . .

I am not in favor of the proposed amendments to the Covenants,  
Conditions and Restrictions. . . . .

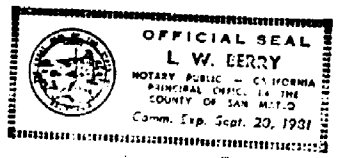
SIGNED: *[Signature]*

DATE: 9.21.79

STATE OF California

ON September 21<sup>st</sup>, 1979, before me, the undersigned, a Notary Public in and for said State, personally appeared Henry Brecht known to me to be the member of The Menlo Commons Association, the Corporation that executed the within Instrument, known to me to be the person who executed the within Instrument, on behalf of the Corporation, therein named and acknowledged to me that such Corporation executed the same.

WITNESS my hand and official seal.



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

REEL 7975 IMGE 673

BUILDING A

- 101 JANUS, John
- 102 LAZARUS, Fernande
- 103 LEONTOVICH, Helen
- 104 BRODSKY, Stanley
- 105 LACOMBE, Joan Shaw
- 106 LEGGETT, Leo
  
- 201 CHAIX, Claire S.
- 202 LYMAN, Eleanor H.
- 203 LACHMAN, Nada
- 204 SHEFFIELD, Dorothy
- 205 KENNY, William & Adeline
- 206 WALKER, Kenneth
- 207 YOUNGER, Christine
- 208 HUTH, Charlotte A.
- 209 NADLER, George
- 210 BOYD, R. & BUTLER, K.
  
- 301 ROSE, Margaret
- 302 DILG, Frederick & Margaret
- 303 BRUECKNER,
- 304 MADSEN, Gilbert & Dorothy
- 305 PASSETTI, Dominic & Clara
- 306 RUBIN, Melvin

BUILDING B

- 101 FORD, Irene
- 102 BOURRET, Kirkwood
- 103 TUFT, Mabel
- 104 KELIHER, John
- 105 COHN, Clara G.
- 106 EDWARD, Dr. Francis
- 107 BROWN, Donal Flinn
- 108 FREMONT, Alfred & Winifred
- 109 FLINN, Phillis
  
- 201 BURTON, Louise C.
- 202 VOGELSANG, Mary L.
- 203 MARKS, Edna
- 204 SMITH-JOHANSEN, Gaerd
- 205 FERGUSON, Colonel Tom
- 206 PETTIT, Ruth
- 207 WISE, Melvin & Laura
- 208 HOPKINS, Ilse
- 209 VOGEL, Chas.
- 210 GALLOP, Louis & Minnie
  
- 301 BIOCINI, George & Winnie
- 302 WASHBURN, Rodney
- 303 HERNDON, Zita
- 304 HAGERTY, Kerrwin & Audrey L.
- 305 MITCHELL, Clyde & Aurora
- 306 KEIPER, Helen F.

RECORDER'S OFFICE SAN MATEO COUNTY

BUILDING C

101 ANDERSON, Bernhard & Ruth  
102 DEMANGATE, Carl & Maurine  
103 CLAPP, Duane & Marina  
104 BATTON, William & Dorothy  
105 WHEELER, Wilbur  
106 RESCH, Virginia M.  
107 BREIDENBACH, Herbert & Rocci  
108 MERRELL, John B.  
109 LANGI, Laszlo & Maria  
110 RYAN, DeVere E.

201 BANDET, F.  
202 WILLIAMSON, Poldi  
203 BROWN, Gene  
204 WISE, Melvin & Laura  
205 PERETTI, Gertrude  
206 ALEXANDER, W. F.  
207 JOSEPH, Franshawn  
208 MAC COMSEY, Henry & Julia  
209 MILES, Virgio  
210 BROWNE, Millard Mr. & Mrs.

301 HANEBERG Margaret  
302 MANN, Helen  
303 DENTINO, William & Dorothy  
304 KNAUER, Erik  
305 WHEELER, Eleanor  
306 GREENBAUM, Doris  
307 FERRIS, Robert

BUILDING D

101 ABILOCK, Robert  
102 ABILOCK, Robert  
103 DIEGLEMAN, David  
104 DUDER, Lillian  
105 STUDEMEISTER, Alexander Dr. & Mrs.  
106 TAPLEE, Maurice  
107 FREIDENRICH, Edith  
108 ROBINSON, Margaret

201 REGEL, Mary  
202 MATTING, Fred W.  
203 ROY, Mary Sullivan  
204 ROBERTSON, Charles & Frances  
205 SLATTERY, Jack & Harriet  
206 DEHLENDORF, Robert & Louise  
207 WEATHERS, Harold & Reta  
208 GUTTERMAN, Sidney

301 PHILLIPS, Ralph & Jean  
302 TAEGE, George & Esther  
303 MARKS, Raymond & Margaret  
304 SUTHERLAND, Mildred  
305 ALEXANDER, Mrs. Minna

BUILDING E

101 McNEIL, Elsie  
102 SILVERMAN, M. & Mia Lydecker  
103 BECKER, Miriam V.  
104 WHEELER, Wilfred  
105 YOUNG, Robert J. & Jane  
106 FAIRN, Ethel  
107 FOOTE, Scott & Ginger  
108 UTHE, Ruth E.  
109 ELLERTSON, Carl & Polly  
110 CLARK, Grace  
  
201 DODGE, Frank  
202 HUTTON, Mary P.  
203 BURCHARD, Sarah Miller  
204 JOSEPH, Leonard  
205 GROSS, Michael  
206 KAYHAN, Hassan & Mahin  
207 MOY, Wilson  
208 FLINT, Isabel C.  
209 MECKE, Harriet  
210 YOUNGER, Christine  
  
301 MILES, Mary E.  
302 YOUNGER, Christine  
303 BUCKTHAL, Alma  
304 BROWN, Gene  
305 LIU, Wu-Chi & Helen  
306 YOUNGER, Christine  
307 JOHNSON, Chester, Jr.

#6d

RECORDERS OFFICE SAN MATEO COUNTY

K. F. JONES, ESQ.  
750 MENLO AVE., SUITE 250  
MENLO PARK, CA 94025

MENLO COMMONS ASSOCIATION  
2140 Santa Cruz Avenue  
Menlo Park, California 94025  
June 3, 1985

RF	7
LN	
MF	1
AF	5
BR	13

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LIMITED BY REQUEST OF  
K. F. Jones Esq.  
JUL 23 3 09 PM '86  
FOR INDEXING AND RECORDING  
SAN MATEO COUNTY  
OFFICIAL RECORDS

AMENDMENTS TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS; RECORDED IN VOL. 7405 AT PAGE 331:

I. Elimination of Acquisition Fund:

A. The Amendment: (1) That paragraph (p) of article (7) (appearing at page 11) be deleted in its entirety. (2) That article XIV (appearing on pages 11-13) of the Bylaws be deleted in its entirety.

B. Explanation: This amendment would have the effect of eliminating the Condominium Acquisition Fund which was established by the developer in order to permit the Board of Directors to have funds on hand to purchase the condominium of its owner in "case of extreme hardship." The Bylaws explain the procedure. Approval is being sought so that the current Fund balance can be treated as part of the general reserve funds of the association and not continue to be held and restricted for its original narrow purpose.

II. Elimination of Specific Reference to certain Special Services and Programs:

A. The Amendment: That paragraph (q) of article (7) (appearing at page 11) be deleted in its entirety.

B. Explanation: This amendment would have the effect of eliminating specific references to certain programs and services which have never been part of the function and activity of the Menlo Commons Association.

III. Setting of New Age Requirements:

A. The Amendment: That paragraph (n) of article (14) (appearing at page 17) be amended to read as follows:

"One person in residence shall be at least 55 years of age and each other resident of the same unit, if any, except the spouse or cohabitant of, or a person who resides with and provides primary physical or economic support to the 55 year old or older resident, shall be at least 45 years of age. The board may waive the provision requiring a person providing primary physical or economic support to be at least 45 years of age upon application of the owner.

"Temporary residency in a Unit by a person who does not meet the requirements of 1. above for a period of up to a sixty (60) days in any one calendar year is permissible.

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"Upon the death or dissolution of marriage, or upon hospitalization, or other prolonged absence of the qualifying resident, any other person who was qualified permanent resident pursuant to this paragraph (n) shall be entitled to continue in residence."

B. Explanation: This amendment brings the CC&R's into compliance with the requirements of California Civil Code sections 51.2 and 51.3. These statutory provisions went into effect on January 1, 1985, and prohibit discrimination in the sale or rental of housing based on age. Where accommodations are designed to meet the physical and social needs of senior citizens, such housing may be preserved by a narrow set of permissible exceptions.

IV. Late Charges

A. The Amendment: That paragraph (a) of article (11) (appearing at page 13) be amended to read:

"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 assessed. The amount of any assessment, whether regular or special, assessed to the Owner of any Condominium plus any applicable late charge as set forth immediately below, shall become a lien upon such Condominium upon recordation of a notice of assessment as provided in Section 1156 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.

"Late charges for the delinquent payment of regular and special assessments shall not exceed the following rates computed on the outstanding balance, which shall include any late charges previously assessed and unpaid, from month to month:

- (1) On so much of the outstanding balance as does not exceed one thousand dollars (\$1,000), 1.5 percent.
- (2) If the outstanding balance is more than one thousand dollars (\$1,000), 1 percent of the excess over the one thousand dollars (\$1,000) of the outstanding balance.
- (3) If the late charge so computed is less than ten dollars (\$10) for any month, ten dollars (\$10).

"No charge may be imposed more than once for the delinquency of the same payment, provided, however, that the imposition of a late charge on any delinquent payment shall not eliminate or supersede charges imposed on prior delinquent payments. The payment of an assessment is not delinquent for the purpose of this provision until at least 30 days following the due date of the assessment. When an assessment is paid more than 30 days after the due date of the

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assessment, late charges shall accrue from the first day following the due date of the assessment.

"The late charge set forth above shall constitute full compensation for any additional bookkeeping, billing, or other administrative costs that may be incurred by the association as a result of the late payment of an assessment.

"Reasonable attorney's fees and costs may be awarded by a court in any action instituted by the association to enforce the payment by an Owner of any delinquent regular or special assessment, any enforcement assessment or penalty, and any attendant late fees."

B. Explanation: This amendment brings the current CCSR's into compliance with the requirements of California Civil Code section 1725 by adding and substituting language largely quoted directly from the statutory provision.

V. Board Membership Clarification

A. The Amendment: (1) At the first sentence of paragraph (A) of article (16) (appearing on page 5) be amended to read:

"A. Election. At each annual meeting, the owners shall elect a Board for the forthcoming year, consisting of five (5) capital Owners or duly authorized officers of corporate or partnership Owners or resident parents of Owners..."

(2) That article IX, section A of the By-Laws (appearing on page 3) be amended to read:

"The Board of Directors shall consist of five (5) Owners or duly authorized officers of corporate or partnership owners or resident parents of homeowners."

B. Explanation: The amendment adds the word "resident" to the applicable sentences so that "resident parents of owners" are eligible, and not merely "parents of Owners" as stated in the current CCSR's and By-Laws.

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RECORDERS OFFICE SAN MATEO COUNTY

CERTIFICATE OF SECRETARY

The undersigned Secretary of Menlo Commons Association does hereby certify that the foregoing AMENDMENTS TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS were duly adopted in accordance with the procedures for amendment on the 3<sup>rd</sup> day of June, 1985, and that they now constitute said Declaration of CC&R's.

DATE: January 23, 1986

Mary L. Regal  
Secretary  
MENLO COMMONS ASSOCIATION

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RECORDERS OFFICE SAN MATEO COUNTY

RF	8
LN	
MF	1
AF	6
BR	15

Menlo Commons Association  
 2140 Santa Cruz Avenue  
 Menlo Park, CA 94025  
 c/o Robertson, Alexander, Luther  
 Esselstein, Shiells & Wright  
 750 Menlo Avenue, Suite 250  
 Menlo Park, CA 94025

86093128  
 ...RECORDED AT REQUEST OF  
 Menlo Commons  
 AUG 6 4 01 PM '86  
 MARVIN HOFFER, RECORDER  
 SAN MATEO COUNTY  
 OFFICIAL RECORDS

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

The Board of Directors of Menlo Commons Association, acting in accordance with a vote or the written consent of more than fifty percent (50%) of the record owners of MENLO COMMONS ASSOCIATION as required by the Declaration of Covenants, Conditions and Restrictions of the Association, as amended, 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 from time to time amended, as follows:

Exhibit "C", Allocation of Estimated Cash Requirement and Exhibit "D", Allocation of Special Assessments and Disbursements are deleted in their entirety and new Exhibit "C" and Exhibit "D" in the following identical form are hereby incorporated into the Declaration of Covenants, Conditions and Restrictions as follows:

RESTRICTIONS

ASSESSMENT SCHEDULE

EXHIBIT "C"

EXHIBIT "D"

<u>Building A - Unit No.</u>	<u>Percentage of Assessment</u>
101	.80484
102	.67193
103	.87193
104	.80484
105	.67077
106	.80484
201	.80484
202	.67077
203	.67077
204	.67077
205	.80484
206	.80484
207	.67077
208	.67077
209	.67077
210	.80484
301	.87193
302	.87193
303	.72610
304	.87193
305	.87193
306	.72610
<u>Building B - Unit No.</u>	
101	.80484
102	.67077
103	.67077
104	.67077
105	.80484
106	.80484
107	.67077
108	.87193
109	.80484
201	.80484
202	.67077
203	.67077
204	.67077
205	.80484
206	.80484
207	.67077
208	.67077
209	.67077
210	.80484

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ASSESSMENT SCHEDULE

EXHIBIT "C"

EXHIBIT "D"

Continued.....

<u>Building B - Unit No.</u>	<u>Percentage of Assessment</u>
301	.87193
302	.87193
303	.72610
304	.87193
305	.87193
306	.72610
<u>Building C - Unit No.</u>	
101	.80484
102	.82720
103	.87193
104	.87193
105	.80484
106	.80484
107	.87193
108	.87193
109	.87193
110	.80484
201	.80484
202	.84962
203	.87193
204	.87193
205	.80484
206	.80484
207	.87193
208	.87193
209	.87193
210	.80484
301	.93893
302	.93893
303	.93893
304	.72610
305	.67077
306	.93893
307	.93893

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ASSESSMENT SCHEDULE

EXHIBIT "C"

EXHIBIT "D"

Continued....

<u>Building D - Unit No.</u>	<u>Percentage of Assessment</u>
101	.80484
102	.87193
103	.87193
104	.80484
105	.82720
106	.87193
107	.87193
108	.80484
201	.80484
202	.87193
203	.87193
204	.80484
205	.84962
206	.87193
207	.87193
208	.80484
301	.93893
302	.93893
303	.93893
304	.93893
305	.93893

Building E - Unit No.

101	.80484
102	.87193
103	.87193
104	.87193
105	.80484
106	.80484
107	.82720
108	.87193
109	.87193
110	.80484
201	.80484
202	.87193
203	.87193
204	.87193
205	.80484
206	.80484
207	.84962
208	.87193
209	.87193
210	.80484

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RECORDS OFFICE DAN MATEO COUNTY

ASSESSMENT SCHEDULE

EXHIBIT "C"

EXHIBIT "D"

Continued.....

<u>Building E - Unit No.</u>	<u>Percentage of Assessment</u>
301	.72610
302	.67077
303	.93893
304	.93893
305	.93893
306	.93893
307	.93893
	<hr/>
	99.99999

86093128



CERTIFICATE OF SECRETARY

The undersigned Secretary of Menlo Commons Association does hereby certify that the foregoing AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MENLO COMMONS was duly adopted in accordance with the procedures for amendment on the 29<sup>th</sup> day of July, 1986, and that it now constitutes said Declaration of CC&R's.

DATE: August 4, 1986.

Mary L. Regel  
Secretary  
MENLO COMMONS ASSOCIATION

86093128

STATE OF CALIFORNIA )  
                                  ) SS:  
COUNTY OF SAN MATEO )

On AUGUST 4 1986, before me, the undersigned, a Notary Public in and for said State, personally appeared ~~MARY L. REGEL~~ FREDERICK MARRIA TORRES, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same.

WITNESS my hand and ~~official~~ seal.

Elizabeth W. Jones  
Notary Public



RECORDERS OFFICE SAN MATEO COUNTY