RECORDING REQUESTED BY:

Paul R. Langdon, Treasurer

WHEN RECORDED MAIL TO:

Paul R. LangDON 2140 Santa Cruz Ave. #C102 Menlo Park CA 94025

DOC # 1999-154515 Page 1 of 3 Recorded in Official Re-County of San Mateo

Harren Slocum
Resessor-County Clerk-Recorder
Recorded By PRIL R LANGDON



THUS SPACE I.

Menlo Commons Association

Amendment to CCC& R

TITLE OF DOCUMENT

Description: San Mateo, CA Document-Year. DocID 1999.154515 Page: 1 of 3

Order: 475323 Comment: hj

MENLO COMMONS ASSOCIATION

AMENDMENT

REFERENCE, Menlo Commons Association CCC&R

To meet the California Department of Fair Employment and Housing requirements, a majority of the owners, by written vote have accepted the removal of the CCC&R. provision Article 14(o) on September 9, 1999.

CERTIFICATE OF SECRETARY

The Board of Directors

CERTIFICATE OF SECRETARY
Reended 7.40 5- \$6350. De #87169708 11:06.8
The undersigned Secretary of Menlo Commons Association does hereby certify
that the foregoing AMENDED RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR MENLO COMMONS ASSOCIATION
was duly adopted in accordance with the procedures for amendment on the ninth
day of September, 1999, and that it now constitutes said Declaration of
Covenants, Conditions and Restrictions.
Cortainis, Collinators and Reservoices.
DATED: September 9, 1999
$\mathcal{F}_{\mathcal{O}}$. \mathcal{C} . \mathcal{I}
Geren Smith
Elaine Smith, Secretary
MENLO COMMONS ASSOCIATION
COPAGE OF OAT PORTALL
STATE OF CALIFORNIA)
) 5S:
COUNTY OF SAN MATEO)
On 9999, before me, the undersigned, a notary
On 999, before me, the undersigned, a notary
public in and for said State, personally appeared, Elaine Smith, and
proved to me on the basis of satisfactory evidence/personally known to me to be
the person whose name is subscribed to the within instrument and acknowledged
that she/he executed the same.
A
WITNESS my band and official seal.
/ MM 11 of X-1
Notary Public
SUSAN E BURNETT
COMML # 1178910
SAN MATEO COUNTY O
IMPRESON DEL INCOMPANION DEL I

State of	L SMCHM NAME TITLE OF DIFFICER - E.G., "LANE DOE. HOTTARY PUBLIC"	•
SUSAN E. BURNETT COMM. # 1178910 NOTARY PUBLIC-CALIFORNIA D SAN MATEO COUINTY O COMM. EXP. MAY 6, 2002	to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. WITHESS my hand and official seal.	
•	rove valuable to persons relying on the document and could prevent	
CAPACITY CLAIMED BY SIGNER INDIVIDUAL CORPORATE OFFICER	DESCRIPTION OF ATTACHED DOCUMENT	
	TITLE OR TYPE OF DOCUMENT	٠,
PARTNER(S) UMITED GENERAL	-	
ATTORNEY-IN-FACT TRUSTEE(S) GUARDIAN/CONSERVATOR OTHER:	NUMBER OF PAGES	
SIGNER IS REPRESENTING:	DATE OF DOCUMENT	
	SIGNER(S) OTHER THAN NAMED ABOVE	



scription: San Mateo, CA Document-Year.DocID 1999.154515 Page: 3 of 3 er: 475323 Comment: hj

OFFICIAL RECORDS OF SAM MATEO COUNTY ASSESSOR-COUNTY CLERK-RECORDER WARREN SLOCUM

Recorded at Request of KINGSFORD F JONES ESQ

94-192743 12/27/94 02:53

Recording 11.00 Men

Menlo Commons Association 2140 Santa Cruz Avenue Menlo Park, CA 94025

When recorded mail to:

Kingsford F. Jones, Esq. Esselstein, Wright, Jones & Greenberg 750 Menlo Avenue, Suite 250 Menlo Park, CA 94025

AMENDMENT TO THE DECLARATION OF COVENANT: CONDITIONS AND RESTRICTIONS

34

Upon a vote or written consent of more than fifty percent (50%) of the record owners of MENLO COMMON ASSOCIATION as required by the Declaration of Covenants, Conditions and Restrictions of the Association, as amended, a) and b) of item (11) at page 11 of 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 read as follows:

(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 Delinquent Assessment as provided in Section 1367 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 or all persons who rely thereon in good faith, and such certificate shall be furnished to any Owner upon request.

If a regular or special assessment is delinquent the Association may recover all of the following:

(1) Reasonable costs incurred in collecting the delinquent assessment including reasonable attorney's fees; 94192743

A. W. W.

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- (2) A late charged not exceeding ten percent (.0%) of the delinquent assessment or ten dollars (\$10), whichever is greater; and,
- (3) Interest on all sums imposed in accordance herewith, including the delinquent assessment, reasonable costs of collection, and late charges, at an annual percentage rate not to exceed twelve percent (12%) interest, commencing thirty (30) days after the assessment becomes due.

No charge may be imposed more than once for the delinquency of the same payment, provided, however, that he 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 assess: int, late Charges shall accrue from the first day following the due date of the assessment.

The late charge referred to 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 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 waive any objection to the enforcement thereof in accordance with 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 1367.

CERTIFICATE OF SECRETARY

The undersigned Secretary of Menlo Commons Association does hereby certify that the foregoing AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS was duly adopted at the Annual Meeting in accordance with the procedures for amendment on the October 24, 1994, and that it now constitutes a part of said Declaration of Covenants, Conditions and Restrictions.

DATE: 12/14/94

Secretary, Menlo Commons Association

ACKNOWLEDGMENT

STATE OF CALIFORNIA COUNTY OF SAN MATEO

On this 14 Th day of December, 1994, before me, EU2075FH W. DOUTE a notary public in and for the State of California, personally appeared LUCILLE A. WEISS personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose names is subscribed to the within instrument, and acknowledged to me that they executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person executed the instrument.

WITNESS my hand and official >