

# 3179

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Mark Church  
Assessor-County Clerk-Recorder

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WHEN RECORDED, MAIL TO:

City Clerk  
City of Menlo Park  
701 Laurel Street  
Menlo Park CA, 94025



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**FIRST AMENDMENT TO DECLARATIONS OF COVENANTS, CONDITIONS, AND RESTRICTIONS (CC&R)  
ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP FOR  
746-748 PARTRIDGE AVENUE CONDOMINIUMS  
February 26, 2021**

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1. This First Amendment is a restatement of the original CC&R's document (County of San Mateo Official Records document number 2015-071916 as recorded at 8:00am on July 08, 2015; Mark Church Assessor-County Clerk-Recorder; Chicago Title Insurance Company). The parties to this First Amendment are the home owners of both 746 and 748 Partridge Avenue. The owner of 748 Partridge Avenue is Ethan Jackson and Gloria Tintaya and the homeowner of 746 Partridge Avenue is Rika Zilant and Maris Zilant (collectively "Owners"). The date of agreement is February 26, 2021. The reason this reason is being entered into is to allow for accessory structures, such as a pergola, in the Exclusive Use Common Area.

2. a. The definition for accessory structures can be found in Section 16.04.661 of the Menlo Park Municipal Code. Per the Municipal Code, an accessory structure is defined as the following: "Accessory structure" means a separate and subordinate structure, which is open in nature and the use of which is incidental to that of the main building or buildings and/or use of the land on the same lot or building site. Examples of such structures include, but are not limited to, arbors, trellises, play structures, built-in barbecues, outdoor fireplaces, and water features. Unenclosed ground-mounted mechanical equipment and fences/walls are not considered accessory structures.

b. The definition for building coverage can be found in section 16.04.120 of the Municipal Code. Per the Municipal Code, building coverage is defined as the following: "Building coverage" means that percentage of the building site permitted to be covered by buildings, as measured from the ground upward, exclusive of any eave not in excess of six feet.

3. Section 5.7 of the original CC&R document entitled "Alterations to Residence Building" (see text below) is hereby revised to permit accessory structures, including but not limited to, pergolas in the Exclusive Use Common Area, provided the accessory structures conform with applicable zoning regulations and written approval from the other property owner has been obtained.

5.7 Alterations to Residence Buildings: Any Owner may alter or remodel the exterior of the Residence Building within his or her Unit, or the appurtenant Parking Garage, if the alterations do not impair the structural integrity of the Residence Building and if the Owner complies with all laws, ordinances and the City's Building Code regarding alterations and remodeling. In addition, the Owner who wishes to alter or remodel the exterior of his Residence Building or the appurtenant Parking Garage shall obtain the

approval of the other Owner in writing which approval shall not be unreasonably withheld. To obtain said approval, the Owner wishing to undertake such exterior work shall personally deliver a written request to make such alterations or complete such remodeling to the other Unit Owner. Any Owner, who has not personally delivered a response within thirty (30) days, shall be deemed to have approved such work. No additions shall be allowed which encroach into the Common Area. Notwithstanding, accessory structures shall be allowed in the Exclusive Use Common Area provided such accessory structures comply with all applicable zoning regulations and written approval of the other Owner has been obtained. No permission or approval shall be required to repaint in accordance with Declarant's original color scheme, or to rebuild in accordance with Declarant's original plans and specifications. Before commencement of any alteration or improvements approved by the other Owners, the Owner shall obtain all required governmental permits and comply with all appropriate governmental laws and regulations/Approval by the other Owner does not satisfy the appropriate approvals that may be required by any governmental entity with appropriate jurisdiction.

4. The maximum building coverage permissible on the Property by the applicable zoning district and the building coverage division between the two properties continues to be as follows:

a. The overall lot area of this entire parcel is 9,375 square feet. Per the R-2 (Low Density Apartment) Zoning District, the maximum building coverage for this property is 35% of the overall lot area or 3,281 square feet. As such, the maximum building coverage allowed on this entire property is 3,281 square feet. This building coverage is shared by both property owners and as such this maximum building coverage is to be divided in half.

5. Except to the extent expressly modified by this First Amendment, the terms of the original CC&R document remain effective without impairment or modification. The original CC&R's document states that written consent from both Owners is needed to amend the CC&R's document. As such, please see signature and dated consent from both Owners below.

6.4 Amendments: This Declaration may be amended by the written consent of both of the Owners. Any amendment must be recorded and shall become effective upon being recorded in the Recorder's Office of the County of San Mateo.

748 Partridge Avenue Menlo Park, CA 94025

Signature: Ethan Jackson

Print Name: ETHAN JACKSON

Date: MARCH 9, 2021

746 Partridge Avenue Menlo Park, CA 94025

Signature: Rika Zilant

Print Name: RIKA ZILANT

Date: March 9, 2021

See Attached California All-Purpose  
Acknowledgement for the Notarization

# ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of San Mateo

On 03/09/2021 before me, Rithika Nayak, Notary Public  
(insert name and title of the officer)

personally appeared Ethan Jackson And Rika Zilant  
who proved to me on the basis of satisfactory evidence 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.

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

WITNESS my hand and official seal.

Signature RR Nayak (Seal)

