

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

MARRIOTT CENTER OWNERS
ASSOCIATION
c/o TRAINOR FAIRBROOK
Post Office Box 255824
Sacramento, California 95865-5824
Attention: Candice B. Harper, Esquire

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR MARRIOTT CENTER**

**Marriott Center
Santa Clara, Santa Clara County, California**

(Parcels 1 through 27, Map filed April 24, 1981)

**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR MARRIOTT CENTER
(Marriott Center)**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MARRIOTT CENTER ("**First Amendment**") is dated for reference purposes only August 7, 2020, and is made by MARRIOTT CENTER OWNERS ASSOCIATION, a California non-profit mutual benefit corporation ("**Association**").

RECITALS

This First Amendment is made in contemplation of and with reference to the following facts and objectives:

A. The Association has responsibility for the management and control of the real property ("**Property**") located in the City of Santa Clara ("**City**"), County of Santa Clara ("**County**"), State of California described in the attached Exhibit A, which is commonly known as "Marriott Center."

B. A Declaration of Covenants, Conditions and Restrictions for Marriott Center dated July 2, 1982 (the "**CC&Rs**") was recorded in the Official Records of the County of Santa Clara on August 8, 1982 as Document No. 7433430.

C. The Association now desires to amend the CC&Rs on the terms and conditions set forth in this First Amendment.

NOW THEREFORE, in consideration of the foregoing, by this First Amendment the CC&Rs are amended as follows:

AGREEMENT

1. Definitions and Recitals. Except as noted to the contrary in this First Amendment, the terms used in this First Amendment shall be defined as provided in the CC&Rs and the CC&Rs are incorporated herein by reference. The undersigned acknowledges and agrees to the truthfulness of the foregoing recitals, which are hereby incorporated into this First Amendment.

2. Effective Date. The terms of this First Amendment shall be effective immediately upon recordation in the Official Records of the County of Santa Clara (the "**Effective Date**").

3. Common Expenses. Section 1.11 of the CC&Rs is hereby amended to include the following in the definition of "Common Expense(s)": Any costs incurred by the Owners or the Association for preparing the Owners' Properties for sale, including, but not limited to, costs related to surveys, engineering and environmental evaluations of the Properties.

4. Purpose of Assessments. Section 3.2 of the CC&Rs is hereby deleted in its entirety and replaced with the following:

The Assessments levied by the Board of Directors on behalf of the Association shall be used generally to promote the health, safety and welfare of the Owners and their employees and for the operation, replacement, improvement and maintenance of the Common Areas and Exterior Surface Maintenance Areas. Notwithstanding the foregoing, as long as sufficient funds are available to pay the expenses required to operate, replace, improve and maintain the Common Areas and Exterior Surface Maintenance Areas, the Board of Directors is authorized to use up to eighty-five percent (85%) of the Common Assessments for costs incurred by the Owners or the Association for preparing the Properties for sale, including, but not limited to, costs related to surveys, engineering, environmental evaluations and other due diligence assessments of the Lots and the Common Areas. All Common Assessments must be used for the common benefit of all of the Owners for the purposes authorized by this Declaration, as it may be amended from time to time. Disbursements from the maintenance fund of the Association shall be made by the Board, as agent for the Owners, for such purposes as may be necessary for the discharge of its responsibilities or payment of the costs authorized herein and in the Articles of the Association, for the common benefit of all of the Owners. Nothing in this Declaration shall be construed in such a way as to limit the right of the Board to use any Common Assessments to abate any annoyance or nuisance emanating from outside the physical boundaries of the Properties.

5. Amendment of CC&Rs. Section 13.2 of the CC&Rs requires the written consent of seventy-five percent (75%) of the voting power of the Association. The parties signing this Amendment represent more than seventy-five percent (75%) of the voting power of the Association.

6. Entire Agreement. This First Amendment contains all of the agreements and understandings made between the parties with respect to the terms set forth in this First Amendment. No prior or contemporaneous oral or written understandings or representations other than as set forth in this First Amendment shall be enforceable against either party.

7. Ratification. Except as set forth above, all other terms and conditions of the CC&Rs are ratified and affirmed, and shall remain in full force and effect. In the event of any conflict between the terms of the original CC&Rs and this First Amendment, the terms of this First Amendment shall control.

IN WITNESS WHEREOF, this First Amendment is executed by more than seventy-five percent (75%) the Owners of the Association as required by Section 13.2 of the CC&Rs for any amendment to the CC&Rs. The date of execution by each of the Owners is set forth under each Owner's signature, below.

MARRIOTT CENTER OWNERS ASSOCIATION,
a California non-profit mutual benefit corporation

GU-GUIDE LIMITED PARTNERSHIP, a
Nevada limited partnership
(the owner of 20.570% of the Center)

By: Katherine Pesic

Name: Katherine Pesic

Its: General Partner

Date: Aug 31, 2020

IYKP LP, a Nevada limited partnership
(the owner of 39.930% of the Center)

By: Katherine Pesic

Name: Katherine Pesic

Its: General Partner

Date: Aug 31, 2020

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.

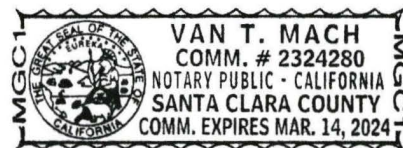
STATE OF CALIFORNIA)
COUNTY OF SANTA CLARA)

On 08/31/2020 before me, VAN T. MACH, Notary
Public, personally appeared KATHERINE PESIC, who proved to me on the
basis of satisfactory evidence to be the person whose name is subscribed to the within instrument
and acknowledged to me that he executed the same in his authorized capacity, and that by his
signature on the instrument the person, or the entity upon behalf of which the person acted,
executed the instrument.

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

WITNESS my hand and official seal.

Signature: [Signature] (seal)



CITYLAND REAL ESTATE USA LLC, a
California limited liability company
(the owner of 3.479% of the Center)

By: _____

Name: Anthony Ngai

(also known as KING KWOK ANTHONY NGAI)

Its: sole member

Date: - 2 SEP 2020

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~~ Hong Kong)

On - 2 SEP 2020 before me, **TSE LIN CHUNG**, Notary
Public, personally appeared KING KWOK ANTHONY NGAI, who proved to me on the
basis of satisfactory evidence to be the person whose name is subscribed to the within instrument
and acknowledged to me that he executed the same in his authorized capacity, and that by his
signature on the instrument the person, or the entity upon behalf of which the person acted,
executed the instrument.

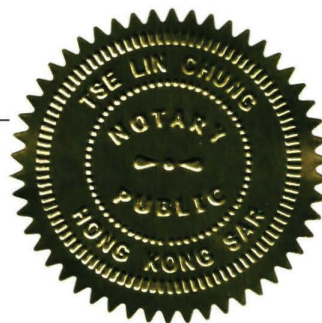
I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

[Handwritten Signature]

TSE LIN CHUNG
Notary Public,
Hong Kong SAR
Attestation only.
No advice sought or given.



YIP, TSE & TANG, Solicitors & Notaries
Unit B, 2nd Floor, CNT House,
No.120 Johnston Road, Wan Chai, Hong Kong
Tel: (852) 3968 9677 Fax: (852) 2658 2133

QUANTIL, INC., a California corporation
(the owner of 5.414% of the Center)

By: Qinyuan Dong

Name: Qinyuan Dong

Its: Qinyuan Dong

Date: 09/04/2020

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 SANTA CLARA)

On 09/04/2020 before me, VAN T MACH, Notary Public, personally appeared QINYUAN DONG, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: [Signature] (seal)



Sai & Veena Gundavelli

SOLIX TECHNOLOGIES

SA **INCORPORATED**, a Delaware corporation
(the owner of 3.075% of the Center)

By: _____

Name: Sai Gundavelli

Its: _____

Date: 8/28/2020

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 SANTA CLARA)

On 08/28/2020 before me, VAN T MACH, Notary Public, personally appeared SAI GUNDAVELLI, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

(seal)



ARHANT, LLC, a California limited liability
company
(the owner of 4.504% of the Center)

By: Niti Agrawal

Name: Niti Agrawal

Its: MEMBER

Date: 8/27/2020

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 SANTA CLARA)

On 08/27/2020 before me, VAN T MACH, Notary
Public, personally appeared NITI AGRAWAL, who proved to me on the
basis of satisfactory evidence to be the person whose name is subscribed to the within instrument
and acknowledged to me that he executed the same in his authorized capacity, and that by his
signature on the instrument the person, or the entity upon behalf of which the person acted,
executed the instrument.

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

WITNESS my hand and official seal.

Signature: [Signature] (seal)



CERTIFICATE OF AMENDMENT

We the undersigned, do hereby certify the following:

1. That we are the duly elected and acting President and Secretary of the Marriott Center Owners Association ("**Association**");
2. That this First Amendment to the Declaration of Covenants, Conditions and Restrictions for Marriott Center dated August 7, 2020 has been duly approved by no less than seventy-five percent (75%) of the voting power of the Association and is being recorded with the County of Santa Clara by the Association to amend the Declaration of Covenants, Conditions and Restrictions for Marriott Center dated July 22, 1982 and recorded in the Official Records of the County of Santa Clara on August 8, 1982, as Document Number 7433430.

Executed at Santa Clara, California on Aug 31, 2020.

**MARRIOTT CENTER OWNERS
ASSOCIATION, a California non-profit
mutual benefit corporation**

By: _____

Katherine Pesic

Name: Katherine Pesic

Its: President

Date: _____

Aug 31, 2020

By: _____

Name: Niti Agrawal

Its: Secretary

Date: _____

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 SANTA CLARA)

On 08/31/2020 before me, VAN T MACH, Notary Public, personally appeared KATHERINE PESIC, 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: _____ (seal)



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 _____)

On _____ before me, _____, Notary Public, personally appeared _____, 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: _____ (seal)

CERTIFICATE OF AMENDMENT

We the undersigned, do hereby certify the following:

1. That we are the duly elected and acting President and Secretary of the Marriott Center Owners Association ("**Association**");

2. That this First Amendment to the Declaration of Covenants, Conditions and Restrictions for Marriott Center dated August 7, 2020 has been duly approved by no less than seventy-five percent (75%) of the voting power of the Association and is being recorded with the County of Santa Clara by the Association to amend the Declaration of Covenants, Conditions and Restrictions for Marriott Center dated July 22, 1982 and recorded in the Official Records of the County of Santa Clara on August 8, 1982, as Document Number 7433430.

Executed at Santa Clara, California on _____, 2020.

**MARRIOTT CENTER OWNERS
ASSOCIATION, a California non-profit
mutual benefit corporation**

By: _____

Name: Katherine Pesic

Its: President

Date: _____

By: Niti Agrawal

Name: Niti Agrawal

Its: Secretary

Date: 8/27/2020

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 _____)

On _____ before me, _____, Notary Public, personally appeared _____, 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: _____ (seal)

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 SANTA CLARA)

On 08/27/2020 before me, VAN T MACH, Notary Public, personally appeared NITI AGRAWAL, 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:  (seal)

