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Recorded in Official Records

County of San Mateo

Warren Slocum

Assessor-County Clerk-Recorder



RECORDED AT THE REQUEST OF  
AND WHEN RECORDED RETURN TO:

KEVIN D. FREDERICK, ESQ.  
702 MARSHALL STREET, SUITE 620  
REDWOOD CITY, CA 94063  
(650) 365-9800

SECOND AMENDMENT TO AMENDED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF  
LIGHTHOUSE COVE HOMEOWNERS ASSOCIATION

THIS SECOND AMENDMENT TO THE AMENDED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS is made on October 26, 2004, by  
LIGHTHOUSE COVE HOMEOWNERS ASSOCIATION, a California nonprofit corporation  
(hereinafter "Association").

3/1

RECITALS

A. On September 16, 1998, an AMENDED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS was recorded in the Office of the  
Recorder of San Mateo County, as Document No. 98-145432, for the Association and its  
members, applicable to the real property located in the City of Redwood City, County of San  
Mateo, State of California, more particularly described in that certain Subdivision Map entitled  
"MARLIN SUBDIVISION NO. 7 BEING A RESUBDIVISION OF PARCEL B OF OFFICIAL  
RECORDS, REDWOOD CITY – SAN MATEO COUNTY – CALIFORNIA", which map was  
filed in the Office of the Recorder of the County of San Mateo, State of California, on March 31,  
1978, in Book 97 of Maps at Pages 11 through 27.

B. On January 17, 2001, a First Amendment to the Amended Declaration was  
recorded in the Office of the Recorder of San Mateo County, as Document No. 2001-006396.

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C. Association now desires to make a Second Amendment to the Amended Declaration of Covenants, Conditions and Restrictions pursuant to Civil Code Section 1352.5, as hereinafter provided.

NOW, THEREFORE, Association hereby amends and modifies said Amended Declaration as follows:


1. Section 5.2.1 is amended by adding the following paragraph:

Notwithstanding any other provision of this Declaration, the cost of interior and exterior repairs of water intrusion damages associated with sliding glass doors will be allocated as follows. If the damage was caused by a failure or defect or any other cause attributable to the sliding glass door, including casement, frame and hardware, the Owner shall be responsible. If the damage was caused by a failure or defect to any Common Area building component, including but not limited to flashing, the Association shall be responsible. In those instances where damage was caused by a combination of the sliding glass door and a Common Area component, or in those instances where a cause cannot be identified, the Owner and the Association shall be jointly and equally responsible. In case of any disagreement as to the cause of water damage, the issue shall be submitted to a representative of Richard Avelar and Associates, the decision of whom shall be final and conclusive to the parties.

IN WITNESS WHEREOF, this Second Amendment to the Amended Declaration is executed by the President of the Association.

Executed at Redwood City, California, on the 9 day of November, 2004.

LIGHTHOUSE COVE HOMEOWNERS  
ASSOCIATION

BY:   
MICHAEL A. HOBGOOD  
President

State of California )  
 )ss.  
County of San Mateo )

On 11/9/04, 2004, before me, Pierrette S. O'Connor, a Notary Public, personally appeared Michael H. Hubbard, President of LIGHTHOUSE COVE HOMEOWNERS ASSOCIATION, ~~personally known to me~~ or 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/~~she~~ executed the same in his/~~her~~ authorized capacity, and that by his/~~her~~ signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Pierrette S. O'Connor



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