

FREE RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

NAME City of Cupertino
ADDRESS 10300 Torre Ave
CITY Cupertino
STATE & ZIP CA 95014

APNs 316-52-001 through 205

(Space Above This Line for Recorder's Office Use Only)
(Exempt from Recording Fee per Gov. Code §6103)

**FIRST AMENDMENT TO AFFORDABLE HOUSING COVENANT
AND RESTRICTIONS ON SALE PRICE**

This FIRST AMENDMENT TO AFFORDABLE HOUSING COVENANT AND RESTRICTIONS ON SALE PRICE ("**Amendment**") is entered into as of _____, 2025 by and between the CITY OF CUPERTINO, a municipal corporation ("**City**") and CUPERTINO PROPERTY DEVELOPMENT I, LLC, a California limited liability company ("**Developer**").

RECITALS:

- A. Developer owns that certain real property located at 19800 Valco Parkway, in the City of Cupertino ("**City**"), County of Santa Clara, State of California (APNs 316-52-001 through 205) ("**Property**").
- B. The Property is subject to that certain Affordable Housing Covenant and Restriction on Sale Price between the parties dated March 17, 2015 and recorded on April 10, 2015 as Instrument No. 22913410 in the County of Santa Clara's official records ("**Covenant Agreement**").
- C. The Covenant Agreement was recorded by that Certain Performance Deed of Trust dated March 17, 2015 and recorded on April 10, 2015 as Instrument No. 22913411 in the County of Santa Clara's official records ("**Deed of Trust**").
- D. The parties have mutually agreed the Deed of Trust should be reconveyed and that the Covenant Agreement will no longer be secured by the Deed of Trust.

NOW, THEREFORE, incorporating the foregoing recitals, in consideration of the mutual covenants and agreements set forth below, City and Developer hereby amend the Covenant Agreement and agree as follows:

AGREEMENT

1. **Defined Terms.** All terms not specifically defined in this Amendment shall have the meaning in the Covenant Agreement.

2. **Amendment.** The Covenant Agreement is amended to delete all references to the Deed of Trust and to confirm that the Covenant Agreement is no longer secured by the Deed of Trust.

3. **Reaffirmation of Covenant Agreement.** Except as amended by this Amendment, the

Covenant Agreement is hereby reaffirmed, ratified and confirmed in its entirety. If there is any conflict, inconsistency or ambiguity between the Covenant Agreement and this Amendment, then this Amendment shall govern and control.

4. **Entire Agreement.** The Covenant Agreement as amended by this Amendment constitutes the entire agreement and supersedes any prior written or oral agreements between the parties with respect to the specific matters addressed herein.

5. **Construction.** This Amendment shall be construed according to its fair meaning as if prepared by both parties to this Amendment.

6. **Counterpart Execution.** This Amendment may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall be deemed but one and the same instrument.

IN WITNESS WHEREOF, this Amendment has been executed by City and Developer as of the date specified above.

DEVELOPER:

CUPERTINO PROPERTY DEVELOPMENT I, LLC,
a California limited liability company

By: Monterosso LLC, a California limited liability
company
Manager

By: Annie M. H. Chan
Annie M. H. Chan
Member

CITY:

CITY OF CUPERTINO,
a municipal corporation

By: _____
Tina Kapoor, Interim City Manager

ATTEST:

Kristen Squarcia, MMC, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Floy Andrews, City Attorney

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~~ ^{HAWAII})
) ss.
COUNTY OF HONOLULU)

On 08/27/2025, 2025 before me, DOKI AN, a notary public, personally appeared Annie M.H. Chan 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.

Doki An
Notary Public

SEAL:



NOTARY CERTIFICATE
NOTARY NAME: DOKI AN FIRST CIRCUIT
DOC DATE: 08/27/2025 # PAGES: 4
DOC DESC: First Amendment to Affordable Housing Covenant and Restrictions on Sale Price
Doki An 08/27/2025 19/01/2027
SIGNATURE DATE COMM EXP

