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WORK RECORDED MAIL TO:

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Mansion-Hall Company  
Post Office Box 90612  
San Diego, California 92138

\$9.00

RECORDED BY MANSION-HALL COMPANY  
IN OFFICIAL RECORDS OF  
ORANGE COUNTY, CALIF.  
LAWAN JAN 16 1973  
L. W. L. COUNTY RECORDER

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS executed by MANSION-HALL COMPANY, a partnership, and recorded in the Official Records of Orange County, California, on March 27, 1972, in Book 10053, Page 717, is hereby modified and amended as follows:

1. MANSION-HALL COMPANY desires to expand the PRD by adding thereto Parcel 2, as described below, and for that purpose certifies as follows:

(a) The Declaration of Covenants, Conditions and Restrictions referred to below concerns, among other real property, the following two (2) parcels of real property located in the City of Huntington Beach, County of Orange, State of California:

Parcel 1  
Lots 1 through 97 of Tract No. 7473, as per map recorded in Book 293, Pages 33 through 40, of Miscellaneous Maps, in the Office of the County Recorder of said County.

Parcel 2  
Lots 98 through 169 of Tract 8003, as per map recorded in Book 315, Pages 10 through 13 of Miscellaneous Maps, in the Office of the County Recorder of said County.

(b) The undersigned hereby refers to the Declaration of Covenants, Conditions and Restrictions dated March 22, 1972, affecting the above described real property, recorded in the Office of the Recorder of Orange County, California, in Book 10051, Page 237, on March 27, 1972.

(c) The undersigned declares that it is desired and intended that the provisions of paragraph 19 of the Declaration of Covenants, Conditions and Restrictions

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shall apply to and affect Parcel 2 described above (in addition to Parcel 1 described above).

2. There shall be added a new paragraph 28 as follows:

"28. Developer hereby reserves for the benefit of the unit-owners, any future unit owners in the PRD and Developer, a non-exclusive easement for ingress and egress throughout the common areas in the PRD and the common areas are and shall be subject to such easement.

3. There shall be deleted, at page 9, the third to the last sentence of paragraph 12, and added in its place and stead the following: "The regular assessments for all units within each separate parcel shall commence upon the close of escrow for the sale of the first unit in each such parcel as and when included in the PRD in accordance with the provisions of paragraph 19; regular assessments chargeable to or payable for each unsold unit shall be charged to and paid by, and be the debt of Developer or its successor in ownership of each such unsold unit."

4. There shall be added to paragraph 14 the following: "Nothing contained in this paragraph 14 shall be deemed or construed to apply in any way to the activities of Developer in the development or construction of improvements on any of the real property with which this Declaration of Covenants, Conditions and Restrictions is concerned."

5. Subparagraph 9.(j) at page 7 is deleted in its entirety, and there is added in its place and stead the following: "(j) Maintenance or repair of fences and the exterior of any portion of any unit which is adjacent to the common areas, excluding glass surfaces, and maintenance and repair of any other portion of any unit if such maintenance or repair is necessary in the discretion of the Board of Directors to complement, or to preserve or protect

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the common areas of another unit from damage, destruction or unusual depreciation, and if the owner of any such unit (as to which such maintenance or repair is necessary) shall have failed or refused to perform the maintenance or repair within a reasonable time after delivery to him by the Board of Directors of written notice of demand for such maintenance or repair, including but not limited to any area within any unit which lies between the exterior of any structure or fence, and the lot line of such unit.

6. There shall be added a new paragraph, as follows:

To the extent that any portions of walkways, or the landscaping related thereto, are located within any lot not owned by Beachwalk Homeowners Association, said portions shall constitute and be deemed portions of the common areas of the PRD.

7. Except as modified or amended hereby, said Declaration of Covenants, Conditions and Restrictions shall and does remain in full force and effect.

Dated: January 5, 1973

MANSION-HALL COMPANY,  
a partnership

By: Mansion Properties, Inc.,  
a California corporation,  
Partner

By: *J. J. Jones* Vice Pres.

By: *J. L. ...* Asst. Secy. Treas.

By: A. J. Hall Corporation,  
a California corporation,  
Partner

By: *Walter ...* President

By: *Clayton J. Hall* Pres.

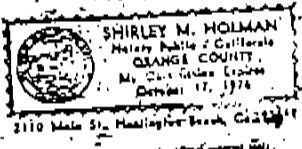
By: *Robert L. ...* Secy.

STATE OF CALIFORNIA

COUNTY OF Orange

On January 17, 1973 before me, the undersigned, a Notary Public in and for said State, personally appeared Shirley M. Holman known to me to be the Secretary of Marathon Fuel Co. a corporation that executed the within instrument and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same.

WITNESS my hand and official seal.  
Signature: Shirley M. Holman  
Shirley M. Holman  
Name (Typed or Printed)



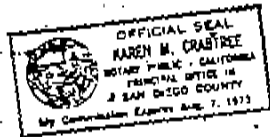
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STATE OF CALIFORNIA

COUNTY OF San Diego

On January 5, 1973 before me, the undersigned, a Notary Public in and for said State, personally appeared Alvin J. Hall known to me to be the President, and Herbert L. Witty known to me to be the Secretary of A. G. Hall Corporation a corporation that executed the within instrument and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same.

WITNESS my hand and official seal.  
Signature: Karen M. Crabtree  
Karen M. Crabtree  
Name (Typed or Printed)

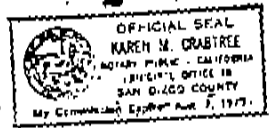


STATE OF CALIFORNIA

COUNTY OF San Diego

On January 5, 1973 before me, the undersigned, a Notary Public in and for said State, personally appeared Mathew Loonin known to me to be the President, and Herbert L. Witty known to me to be the Secretary of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the within instrument pursuant to its by laws or a resolution of its board of directors.

WITNESS my hand and official seal.  
Signature: Karen M. Crabtree  
Karen M. Crabtree  
Name (Typed or Printed)



(Corporation)

STATE OF CALIFORNIA

COUNTY OF Orange

On January 16, 1973 before me, the undersigned, a Notary Public in and for said State, personally appeared W. E. [unclear] and W. E. [unclear]

known to me to be the President and Secretary of the corporation that executed the within instrument, and I am satisfied on behalf of the corporation that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal:  
Signature: Shirley M. Holman  
Name (Typed or Printed): Shirley M. Holman

SHIRLEY M. HOLMAN  
Notary Public - California  
ORANGE COUNTY  
My Commission Expires  
October 17, 1975  
3110 Main St., Huntington Beach, Ca. 92648

(Corporation)

STATE OF CALIFORNIA

COUNTY OF San Diego

On January 5, 1973 before me, the undersigned, a Notary Public in and for said State, personally appeared Robert F. Adelloni and Judith A. Williar

known to me to be the Senior Vice President and Assistant Secretary of the corporation that executed the within instrument, and I am satisfied on behalf of the corporation that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal:  
Signature: Barbara B. Tracy

BARBARA B. TRACY  
Notary Public - California  
My Commission Expires  
December 13, 1975