

WHEN RECORDED, MAIL TO:

28171

THE IRVINE COMPANY
550 Newport Center Drive
Newport Beach, California 92660

Attn: Administrative Services
Residential Division

\$5.00
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RECORDED AND DECLARED BY
LYLE INSURANCE & TRUST CO.
RECORDED IN OFFICIAL RECORDS
OF ORANGE COUNTY, CALIFORNIA
12 Min. 12 P.M. JUL 29 1974
J. WYATT GATLYE, County Recorder

Space above this line for recorder's use

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

TRACTS NO. 1014, 1102, 1140, 2095 and 3277

Orange County, California

THIS AMENDMENT TO DECLARATION is made this 15th
day of July, 1974, by THE IRVINE COMPANY, a
West Virginia corporation, the "Declarant";

RECITALS:

WHEREAS, Declarant has previously imposed a Declaration of
Covenants, Conditions and Restrictions (the "Declaration") on certain
real property described in the Declaration which is recorded in Book
10571, Pages 938-954 inclusive, of the Official Records
of the Orange County Recorder;

WHEREAS, Declarant has determined to amend certain provisions
of said Declaration; and

WHEREAS, pursuant to Article XI, Section 5 of said Declaration,
the Declaration may be amended by the affirmative written assent of
not less than 75% of the Owners, and Declarant pursuant to Article I,
Section 6 of the Declaration constitutes more than 75% of the Owners;

NOW, THEREFORE, Declarant hereby amends the Declaration as
follows:

AMENDMENTS

1. Article I, Section 4 is hereby deleted and the following
substituted therefor:

Section 4: "Lot" shall mean and refer to every recorded
Lot within any tract to the extent such lots are part of the Covered
Property, including Point Lots 1 through 4 as described on Page 3
hereof, or any properties annexed pursuant to this Declaration;
EXCEPTING THAT, a recorded lot and a portion of a contiguous lot
which is under common ownership, and which, as a whole, is improved
or capable of being improved with only one single family dwelling,
will be considered as a single lot and the owner shall be subject
to the obligations and entitled to the rights set forth in this
Declaration as the owner of a single Lot, provided, however (i) "Lot"
shall not include any parcel which is Common Area and (ii) to the
extent that the description of the initial Covered Property described
commencing on Page 1 hereof or the description of property which may

800-2-008

be annexed and become part of the Covered Property contained on Exhibit "B" excepts from the coverage hereof portions of parcels of real property identified as numbered lots in a recorded tract map, "Lot" shall mean and refer only to such portion of said numbered lots as are not so excepted.

2. Article VIII, Section 2 is hereby deleted and the following substituted therefor:

Section 2: Easements over the Covered Property for the installation and maintenance of electric, telephone, Cable Television, water, gas and sanitary sewer lines and drainage facilities as shown on the recorded tract maps of the Covered Property are hereby reserved by Declarant, together with the right, subject to the approval of Bayshores Community Association, to grant and transfer the same.

3. Article X, Section 5 is hereby deleted and the following substituted therefor:

Section 5: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall hereafter be used on any Lot at any time as a residence, either temporarily or permanently. No trailer, camper or similar equipment shall hereafter be permitted to remain upon any Lot, unless placed or maintained within an enclosed garage or carport, nor permitted to be parked, other than temporarily, on any street or alley within the Covered Property. No boat or boat trailer shall hereafter be permitted to remain upon any Lot, unless placed or maintained within an enclosed garage or carport, or placed or maintained in the backyard of a residential Lot so that it cannot be viewed from the street or from neighboring Lots, nor shall any boat or boat trailer be permitted to be parked, other than temporarily, on any street or alley within the Covered Property; provided, however, that this restriction shall not apply to those recreational beach lots which are part of the Common Area nor to the portion of any Lot which lies bayward of a sea wall. Temporary parking shall mean parking within designated areas of vehicles belonging to guests of Owners, delivery trucks, service vehicles and other commercial vehicles being used in the furnishing of services to the Association or the Owners and parking of vehicles belonging to or being used by Owners for loading or unloading purposes. The Board of Directors of the Association may adopt rules for the regulation of (i) the admission and parking of vehicles within the Common Area, including the assessment of charges to Owners who violate, or whose invitees violate, such rules and (ii) the placement and maintenance of boats or boat trailers upon the Covered Property including without limitation within the backyard of a residential lot.

4. The following provision is added after the last paragraph of Paragraph A(2) "PRIVATE STREETS" at page 2 of Exhibit "A" to the Declaration:

That certain 20.00 foot strip bounded by the northwesterly line of said Tract, the northwesterly line of Lots 89 through 94, the

northwesterly and northerly line of Lot 95, the northwesterly prolongation of the northeasterly line of Lot 95 and the northwesterly prolongation of the southwesterly line of Lot 89.

IN WITNESS WHEREOF, Declarant has executed this instrument the day and year first above written.

THE IRVINE COMPANY,
a West Virginia corporation



By Frank E. Hughes
Vice President
By John V. Sands
Assistant Secretary

STATE OF CALIFORNIA)
) SS
COUNTY OF ORANGE)

On JUL 15 1974, before me, the undersigned, a Notary Public in and for said State, personally appeared FRANK E. HUGHES, known to me to be the Vice President, and JOHN V. SANDS, known to me to be the Assistant Secretary of the corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its Board of Directors.

Witness my hand and official seal.

Dorothy A. Urbanec
Notary Public in and for said County and State

