

Tom Daly, Clerk-Recorder



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RECORDING REQUESTED BY:

RECORDING REQUESTED BY
FIRST AMERICAN TITLE COMPANY
SUBDIVISION DEPARTMENT

WHEN RECORDED, MAIL TO:

HARLE, JANICS & KANNEN (JSH)
575 Anton Boulevard, Suite 460
Costa Mesa, California 92626

260034- AJ

(Space Above For Recorder's Use)

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
BROADMOOR HUNTINGTON HARBOUR**

This First Amendment to Declaration of Covenants, Conditions and Restrictions for Broadmoor Huntington Harbour ("First Amendment") is executed by Broadmoor Huntington Harbour Community Association, a California non-profit corporation ("Association").

P R E A M B L E

A. Association is the association of owners of certain real property ("Project") located in the City of Huntington Beach ("City"), County of Orange, State of California, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference.

B. The Project is subject to a Declaration of Covenants, Conditions and Restrictions for Broadmoor Huntington Harbour ("Declaration"), which was recorded on September 21, 1977, in Book 12386, Pages 578 *et seq.*, in the Official Records of Orange County, California.

C. Article XVIII, Section 2 of the Declaration authorizes amendment of provisions of the Declaration relating to the "R-1 Property" (as such term is defined in the Declaration) upon approval of (a) seventy-five percent (75%) of Association's members, and (b) seventy-five percent (75%) of Members who own Lots in the R-1 Property.

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

1. Article I, Section 2(a) of the Declaration is hereby deleted in its entirety.

THIS INSTRUMENT FILED FOR RECORD BY
FIRST AMERICAN TITLE COMPANY AS AN ACCOMMODATION
ONLY IT HAS NOT BEEN EXAMINED AS TO ITS EXECUTION
OR AS TO ITS EFFECT UPON THE TITLE.

2. Article I, Section 2(b) of the Declaration is hereby amended by deleting “or Boat Dock Area” therefrom.

3. Article I, Section 2(c) of the Declaration is hereby amended by deleting “Boat Dock Area or” therefrom.

4. Article I, Section 8 of the Declaration is hereby amended by deleting each occurrence of “(except the Boat Dock Area)” therefrom, except for the occurrence of “(except the Boat Dock Area)” dealing with the Association’s insurance obligations.

5. Article V, Section 2 of the Declaration is hereby amended by deleting (a) “(except the Boat Dock Area)” from the first sentence, and (b) “and Boat Dock” from the second sentence.

6. Article V, Section 3(g) of the Declaration is hereby amended by deleting “in connection with, or as a result of, the maintenance, management, operation, repair or replacement of the Boat Dock Area, or” therefrom.

7. Article V, Section 4 of the Declaration is hereby amended by deleting (a) “or Boat Dock Area” from the first sentence, and (b) “and shall, with respect to the Boat Dock Area, be levied only upon the Owners of Lots within the R-1 Property and their Lots” from the third sentence.

8. Article V, Section 6 of the Declaration is hereby deleted in its entirety.

9. Article V, Section 9 of the Declaration is hereby amended by deleting “or Boat Dock Area” therefrom.

10. Article V, Section 10 of the Declaration is hereby amended by deleting “and Boat Dock” therefrom.

11. Article VIII, Section 19 of the Declaration is hereby amended by deleting “Boat Dock Area” therefrom.

12. Article IX, Section 1(e) of the Declaration is hereby amended to read as follows:

(e) Maintain, or cause to be maintained, substantially as originally improved by the Declarant or as may be further improved or modified with the consent of the Board, such Maintenance Areas as may be established from time to time by any Supplementary Declaration of Covenants, Conditions and Restrictions recorded in accordance with Article II hereof or by contract between the Association and the Declarant or any public entity.

13. Article IX, Section 2(a) of the Declaration is hereby amended by deleting “Boat Dock Area and” therefrom, and by adding the following thereto:

To the extent not covered by insurance carried by the Association, the cost of any Boat Dock Area maintenance services required to be performed within the R-1 Property which are caused by earthquake, fire, acts of god, riot, civil insurrection or by any other cause, shall be borne by the Owner of the Lot in the R-1 Property who is responsible for maintenance and repair of such Boat Dock Area pursuant to Article XVII, Section 1 of this Declaration.

14. Article IX, Section 2(b) of the Declaration is hereby amended by deleting “Boat Dock Area or” therefrom.

15. Article IX, Section 3 of the Declaration is hereby amended by deleting “Boat Dock Area” therefrom.

16. Article IX, Section 5 of the Declaration is hereby amended by deleting “, Boat Dock Area” therefrom.

17. Article XII, Section 1(b) of the Declaration is hereby amended by deleting “, Boat Dock Area (if requested by a majority of the Owners of Lots within the R-1 Property).”

18. Article XVII, Section 1 of the Declaration is hereby amended to read as follows:

“Boat Dock Area” shall mean and refer to that area within the R-1 Property labelled as such on Exhibit “C” attached hereto and incorporated herein by this reference, and shall include the boardwalk (“Boardwalk”) labelled as such on said Exhibit. There shall be granted to the Association over the Boat Dock Area a license in favor of the Association, its agents and representatives, to traverse upon such additional contiguous property as shall be necessary to gain access to the Boat Dock Area. Each Owner agrees, for himself and his heirs, successors, executors, administrators and assigns, that he will permit free access by the Association and its authorized agents and representatives for the purpose of exercising its rights and duties with respect to the Boat Dock Area. Each Owner of a Lot in the R-1 Property shall maintain, repair and replace those portions of the Boat Dock Area located between the prolongations of the side lot lines of such Owner’s Lot in a neat, clean, and sanitary condition, all at such Owner’s sole expense.

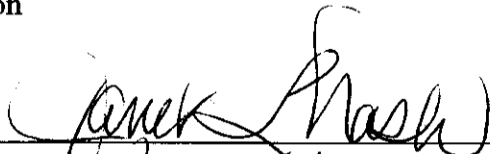
19. Article XVIII, Section 4(b) of the Declaration is hereby amended by deleting “, Boat Dock Area” therefrom.

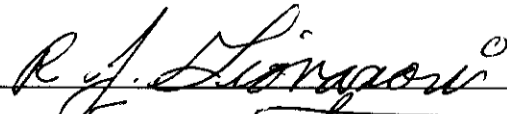
20. Except as expressly modified herein, the capitalized terms in this First Amendment shall have the same meanings as are given such terms in the Declaration. Except as amended herein, the Declaration is hereby ratified and confirmed by the Association.

This First Amendment has been executed on _____, 200__.

The undersigned officers of the Association hereby certify that the requisite approvals for this First Amendment, as described in Paragraph C hereof, have been obtained.

BROADMOOR HUNTINGTON HARBOR
COMMUNITY ASSOCIATION, a California non-profit
corporation

By: 
Its: President

By: 
Its: Secretary
“Association”

STATE OF CALIFORNIA)
) ss.
COUNTY OF Orange)

On April 17, 2006, before me, Dannelle Azoulay,
Notary Public, personally appeared San Nesh + Rocky + Giovanni and
Robert Giannoni, personally known to me (or 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.

WITNESS my hand and official seal.



(SEAL)

Dannelle Azoulay / CA
Notary Public in and for said State
Dannelle Azoulay

EXHIBIT "A"
PROJECT

Lots 1 to 22, inclusive, and Lots A, B and C of Tract No. 9738, as shown on a map recorded in Book 415, Pages 48, 49 and 50 of Miscellaneous Maps, in the office of the Orange County Recorder.

Parcel 2, as shown on a map filed in Book 89, Pages 48 and 49 of Parcel Maps, in the office of the Orange County Recorder.