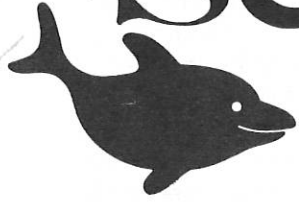


seashore news



Published monthly by the Niguel Shores Community Association

FEBRUARY 1990

IMPORTANT AMENDED CC&RS ATTACHED

As most residents are aware, several amendments to the Association's Declaration of Covenants, Conditions and Restrictions (CC&Rs) were approved by the membership. The Amendment to the CC&Rs was recorded November 7, 1989. Thanks to the efforts of one dedicated member, it was brought to the Board's attention that the Amendment as prepared and recorded by counsel contained some typographical and clerical errors. A corrected restatement of the Amendment is to be recorded shortly.

Attached to this issue of the Seashore News is a Summary of Approved Amendments to the Declaration of Covenant, Conditions and Restrictions which are now in effect. Although the Summary is not a copy of the officially recorded amendments, it does contain the amendments as approved by the members and as will be set forth in the Restatement. Detach the Summary of Amendments and retain it for your records.

NSCA BOARD MEETING DATES

WEDNESDAY, FEBRUARY 7TH AND 21ST, 1990

8:00PM

SEA TERRACE TOWNHOMES ASSOCIATION I ANNUAL MEETING RESULT OF ELECTION

Members of the Association are advised that in the election held on Thursday, January 18, 1990, the following were chosen to serve for the coming year.

President: Don Beaver
1st Vice-President: Craig Fry
2nd Vice-President: Ron Lackey
Treasurer: Dave Hrisca
Secretary: Sheila DeKalb

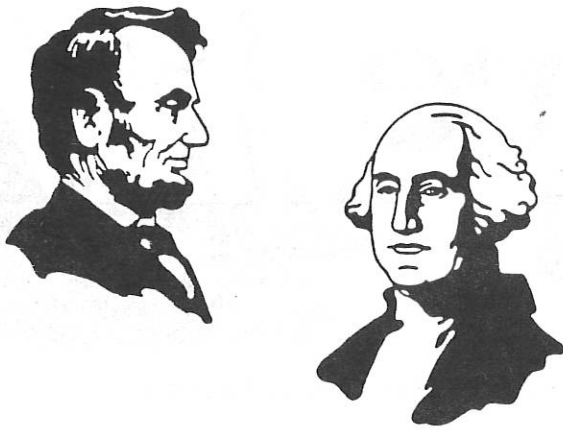
SEA TERRACE TOWNHOMES ASSOCIATION II ANNUAL MEETING

The Association's annual meeting will be held on Tuesday, February 27th at 7:30 p.m. in the multi-purpose room.

Election of officers and annual reports are on the agenda.

An important topic to be discussed will be the new colors for the upcoming painting of the townhomes.

It is vital that your proxy be returned to the office if you cannot attend the meeting.



CONTACTING THE O.C. SHERIFF

At the Board meeting of January 17, attendees heard a presentation by Dan Salcedo of the O.C. Sheriff's department assigned to the City of Dana Point. Telephone numbers to be used in contacting the Sheriff's department as presented at the meeting are reprinted here in information to the general membership.

City of Dana Pt Sheriff's Ofc..248-3580
Harbor Division.....496-2242
Santa Ana non-emergency
dispatch.....647-1832 or
770-6011 toll free
South O.C. Substation
(for questions/info).....249-5200
Emergency Services.....911

The two most important numbers are 770-6011 toll free number for non-emergency dispatch and 911 for emergency services.

Do not hesitate to call the Sheriff if you observe suspicious activity, but be prepared to give as complete descriptions as possible.

Kim Tate
General Manager

NOMINATING COMMITTEE UPDATE

In the past month the Nominating Committee has compiled a list of approximately forty names of potential candidates for election to the Board of Directors in May.

Each has been contacted by a member of the Committee with the result that three very well qualified individuals are willing to run.

If you are interested in running or know someone who might be interested, leave word for the Nominating Committee at the Association office.

Dick Luedeke, Chairman
NSCA Nominating Committee

RULES AND REGULATIONS

Following procedure, revisions in the Associations Rules and Regulations or other governing documents are distributed with the Seashore News.

Attached is a copy of part of the Association's Rules and Regulations amended to reflect a change in the rules pertaining to View Blockage.

The attached pages are to replace those published prior to this date. Please keep them for reference.

IN MEMORIAM
STAN THOMPSON
JANUARY 19, 1990

CITY OF DANA POINT
REVENUES AND EXPENDITURES

As the result of a speech by the mayor of Dana Point to the Mens Club in December, the following was sent to Dave Gordon and is reprinted here with permission.

REVENUES:

The City of Dana Point has five major General Fund revenue sources that comprise approximately 88% of the total General Fund revenue budget. These five major and all other revenues are summarized as follows:

Property Taxes	\$ 919,525	10.16%
Sales & Use Tax	1,600,000	17.68%
Motor Vehicle-In-Lieu	1,888,248	20.86%
Transient		
Occupancy Fees	3,120,000	34.47%
Interest	423,000	4.67%
<hr/>		
Total Five		
Major Revenues	\$7,950,773	87.84%
All Other Revenues	1,100,660	12.16%
<hr/>		
TOTAL		
BUDGETED REVENUES	\$9,051,433	100.00%

In addition to the General Fund revenues, the City expects to receive Gasoline Tax (Road Fund) revenues of \$720,652 and Property Tax revenue for Street Lighting of \$198,539, from Orange County.

EXPENDITURES:

General Fund - The City of Dana Point has budgeted expenditures in six major areas as follows:

General Government	\$1,517,067	25.6%
Public Safety	2,704,736	45.7%
Planning Department	754,827	12.8%
Building Department	242,764	4.1%
Engineering/Public		
Works	165,789	2.8%
Service Enhancements	532,318	9.0%
<hr/>		
TOTAL EXPENDITURES	\$5,917,501	100.0%

In addition, the City of Dana Point has budgeted expenditures of \$140,000 for Street Lighting and \$1,457,243 for Road Repair.

CITY OF DANA POINT BUILDING/REMODELING
PERMIT PROCEDURES

The City of Dana Point has adopted the following procedures and requirements for the issuance of permits for construction or remodeling of a residence. These procedures will allow the city to be clearly aware that a homeowner's association involved in the review of a project and to know that the association has approved the project. It also allows the city to inform the homeowner's association of the issuance of a permit for the association's records.

1. Prior to applying for a building permit or other development permit with the City of Dana Point's Community Development Department, an applicant shall first obtain the approval of the homeowner's association.

2. The applicant should submit to the City's Community Development Department the plans approved and signed by the homeowner's association and a stamped envelope addressed to the homeowner's association.

3. Once the plans have been reviewed and found in compliance with the uniform building code and/or other applicable city, state or federal laws concerning the development, the City will issue the permit. The permit may be issued to the owner or a licensed contractor only. The City will mail a letter to the homeowner's association indicating that a permit has been issued with the approval by the association.

STREET SWEEPING SCHEDULE

The scheduled dates for street sweeping in February are Wednesday and Thursday, the 21st and 22nd. These dates are also noted on the attached calendar. If at all possible, you are requested to have your vehicles off the street on these dates to allow the street sweeper to do a thorough job.



NIGUEL SHORES PAPER SALVAGE PROGRAM

February marks the twelfth anniversary of participation by the community of Niguel Shores in the "Paper Salvage Program." Over the twelve year period we have salvaged an average of almost 16 tons (32,000 pounds) of paper per month. Converted to trees saved from destruction, at 19 trees to the ton, it amounts to over 42,000 trees.

At last the entire U.S.A. is becoming aware of the need to recycle not only paper, but glass, aluminum, and above all, plastic, which is growing in use by leaps and bounds. Cities are worried about the increasing cost of dumping garbage and trash and the environmental impact of landfills. In Orange County the cities of Laguna Beach, Irvine, Anaheim, Brea, Placentia, and Newport Beach are participating in some form of recycling, and officials of Orange, Buena Park, Mission Viejo and Dana point are studying the issue.

A recent study and analysis of trash problems revealed that, contrary to popular belief, the big problem of disposal is PAPER. Researchers recently found that paper buried in landfills 30 feet deep for 10 years had not decomposed. A telephone book brought to the surface was still intact, and in fact much of it was readable.

It is imperative that we recycle, and it is comforting to know that Niguel Shores community is one of the early entrants into this field. Let us continue giving this program our best efforts.

The money recovered from paper recycling has diminished considerably, largely because of the increase in available supply. We are currently receiving only \$15.25 per ton for our paper, but still we are averaging around \$250.00 per month; and every penny of that is used to improve our community. We try to direct these funds to areas where our current budget does not provide funds for some needed improvement.

Current plans involve the refurbishing of our Community Center kitchen; counter surfaces, cabinets, and other operating areas are under our study.

Following is a recapitulation of tons and dollars for 1989, and also for year-to-date:

YEAR 1989			
No. of Loads	Total Pounds	Total Tons	Average Price
19	441,480	220.72	\$17.57
Total Received		Interest on Savings	Grand Total 1989
\$3877.52		\$1322.94	\$5200.46
YEAR-TO-DATE (1978 - 1989)			
Total Pounds	Total Tons	Grand Total To Date	
4,450,600	2,225.28	*\$67,032.52	

* This figure includes interest on savings and some aluminum in early years (discontinued because of ants).

Funds used for Niguel Shores projects to date, \$49,108.18.

Funds on hand for future projects, \$17,924.34.

For the benefit of new residents and others concerned, the program includes the recycling not only for newspapers but all forms of paper including magazines, brochures, catalogs, telephone books, computer paper and printouts, and JUNK MAIL.

We urge all residents and their outside friends to participate in this immensely important national effort to recycle as much trash as possible in order to reduce the need for continually increasing landfill areas.

For Niguel Shores the procedure is simple: Just place your stacked papers in either large paper grocery bags with handles, or tie the papers into bundles with cord or string. If you do use the plastic bags, please tie the handles together with string because the paper has a tendency to slide out of the bags when stacked and rehandled.

You may deliver the paper to our storage room on the west side of the Community Center at any time that the Center is open - usually 9 AM to 9 PM, seven days a week.

PLEASE DON'T TRASH YOUR PAPERS - LET US CASH THEM!!!

K. Russell Paslaqua
Project Manager



EAGLE SCOUT AWARD CEREMONY
JANUARY 1, 1990

Boyscouts Ryan B. Goldsmith, 14, and Jason V. Young, 15, both of Laguna Beach Troop 38, were presented their Eagle Scout rank in a Court of Honor at the Church of Jesus Christ of Latter-day Saints Laguna Niguel Stake Center.

Goldsmith collected 400 pounds of food in Niguel Shores for the Laguna Beach CSP Youth Center for his service project, and Young conducted a fire prevention awareness campaign in Niguel Shores. Both are freshmen at Dana Hills High School, Dana Point, where they are honor students and are active in sports.

Jason Young is the son of Mr. and Mrs. Donald Young, Dosinia Drive, and Ryan Goldsmith is the son of Dr. and Mrs. Stephen Goldsmith, Cabrillo Isle.



WHAT'S GOING ON AT THE LIBRARY?

It's buzzing along, busier than ever.

CHILDRENS DEPARTMENT

Wednesday Story Times until March 14:
Under three : 10:15am and 3:30pm
Three to six: 11:00am and 3:00pm

All ages: A puppet show and story program to celebrate Black History tentatively planned for February 13 at 4pm.

Dana Point Literature Contest.
K-12th Grade. Four different categories with themes according to grade levels. PRIZES for the best poetry or prose. Deadline for entries: 2/28/90.

GROWNUPS

A Book Discussion Group starts February 27 at 7:00pm on alternate Tuesdays through March and April. Leader will be a professor of English Literature.

A Saddleback Emeritus Course in communication of all kinds will be held Mondays from 1:30 to 4:40pm. The course starts 1/22/90, ends 4/21/90. Credit: 1 unit. Fee: \$5.00.

Tax Help: From 1/7/90 to 4/11/90, Vita Program volunteers will be available every Wednesday from 6:30 to 8:30pm. Call library for a half-hour appointment. NO CHARGE.

U.S. Census Bureau is interviewing and testing applicants for this year's roundup. Involves working either at home, office, or in the field. Interviewing in the morning room every Friday from 2:00 to 4:30pm. SALARY.

JUST ARRIVED: Ten new books on tape.

Any questions? Call the library at 496-5517 for further information.

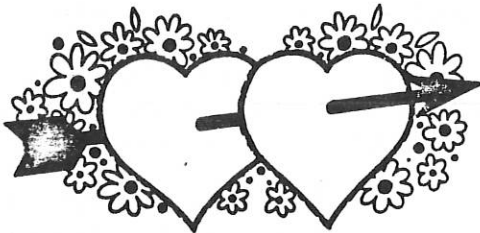
WOMENS CLUB NOTES

Please join us on February 1st at 12:30 p.m. for a wonderful luncheon and interesting program. Our guest speaker will be Bill Newton. He will speak on "Australia Then and Now". If you are new or not a member and interested in attending the luncheon, please call Marguerite Frintz at 493-2040.

TTO for February 15th will be a trip to San Diego via Amtrak. We will leave San Juan Capistrano at 9:13 a.m. and return to San Juan at 6:00 p.m. In San Diego there is a trolley available to take you to "Old Town", Horton Plaza, and Seaport Village. The other option is to walk to Horton Plaza and then take a bus to "Old Town" and take a long walk to Seaport Village. Please sign up at the next Womens Club Luncheon or call Rosemary Velarde at 493-0676.

The craft class will meet on Thursday, February 8th at 10:00 a.m. in the Community Center. Come and join the fun.

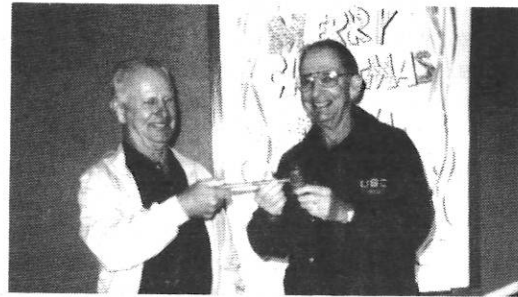
The March 1st speaker will be Marla Ann Hughes, a nutritionalist from Newport Beach.



MOMS CLUB VALENTINE GET-TOGETHER!

We enjoyed a visit from Santa at our Christmas Get-together. Many thanks to Trudy Breneman for opening up her home and to Tom Kirby who was "our Santa". The kids loved it.

For our next get-together we are planning a Valentine craft for the kids. Any Moms who would like to join us with their little ones are always welcome. Please contact Julie Chis at 661-2070.



MENS CLUB NEWS

The time for the annual changing of the guard arrives this month. This past year has benefited by the continuing excellence of officers the club has enjoyed throughout its history headed by President, Dick McNair and Vice President, Joe Schaefer. The new officers for the Mens Club will take office on Tuesday morning, February 6th. The officers who will be serving in 1990 are: Ed Adams, President; Forrest Owen, Vice-President; and continuing their great work in 1989, Ken Knight, Secretary; Bob Scott, Treasurer. Jack Broering is going to be the Golf Chairman this year, and Russ Paslaqua will continue as Chairman of the Paper Salvage Committee. Fred Kohler has agreed to continue as Sunshine Chairman and Colby Thompson will again be the Telephone Chairman. The club's historian, Dale Baltimore, will also continue his labors.

The club meets on the first and third Tuesdays of the month, and if there is a fifth Tuesday there is a meeting then as well. All men who are residents of Niguel Shores are welcome to join us for breakfast, and then if they would like to, they may join up as members. Meetings begin at 8:00 AM or shortly thereafter with breakfast served at 8:30. Breakfast is one dollar, a bargain no matter how you look at it. Most meetings feature a speaker and are over before 10:00.

The speakers scheduled for February are Dana Point Councilwoman Ingrid McGuire and Norman Haynes of the Jet Propulsion Laboratories in Pasadena. Mrs. McGuire, who also lives in the Monarch Beach part of our new city, will be featured at the February 6th meeting; Mr. Haynes is scheduled for the February 20th meeting.



WOMENS GOLF

Officers for this year were duly elected - unanimously - at last month's meeting, and they are as follows:

President - Rose Marie Lawson
Secretary - Grace Densmore
Treasurer - Mary Lou Delaney
Captains - J.A. Goodman for Mondays and
Carol Hollinger for Fridays
Fun-Day Chairperson - Ann Lassleben
Assistants: Ginney Kenney and
Lucy VanElzakkar
Hospitality Chairperson - Sue Forrest
Publicity Director - Peg Bucci
Get-Away-Trips - Fern Brooks and
Carol Hollinger

Next FUN-DAY will be Monday, February 12 at Aliso Creek, with a brown-bag lunch and meeting at the home of Joan Pender. Call J.A. Goodman (496-7664) or her deputy, Maggie Waterman (855-4749) if you wish to participate. For regular Monday play, call J.A. a week in advance; and for Friday play, call Carol (496-8687), also a week in advance. Dues for all members (\$5) are due and payable to Mary Lou Delaney (493-6613). The May get-away trip is set for Lawrence Welk's May 15; 16, 17. Call Carol if you wish to be included. When you attend our FUN-DAYS, don't forget to bring \$2 to the golf course in addition to your greens fee. This extra two clams goes to defray expenses for our prizes and goodies, so REMEMBER!

FUN-DAY AWARDS last month were as follows:

Tournament Winners - Mary Lou Delaney,
Fran Maurin, Ginny Kenney, Ann
Lassleben, Marguerite Horne
Lowest Gross - Ginny Kenney
Lowest Putts - Gwen Halstead
Longest Drive - Maggie Waterman
Birdie - Lucy VanElzakkar
Closest-to-the-Pin - Mary Lou Delaney

WEDNESDAY AFTERNOON BRIDGE

Winners are:

12/20/89: 1st - Joan Sullivan
2nd - Jean Freeman

12/27/89: 1st - Jean Freeman
2nd - Doris Kelman

01/03/90: 1st - Margaret Costello
2nd - Doris Kelman

01/10/90: 1st - Joan Sullivan
2nd - Virginia Brooks

01/17/90: 1st - Vickie Barth
2nd - Virginia Brooks and
Wilma O'Keefe (tie)

New members are welcome. Play begins at 11:50am. For reservations call Dorothy Ambrose at 661-0596.

COUPLES BRIDGE

We had such big crowds at our January sessions, and therefore so many winners, that there is only enough space to report those names. On the 5th Dolores and Jean, who doubled as co-chairmen, Walt and Margaret Brugger, and Don Roberti and Dorothy Newcomer took home the prizes. John and Dorothy Knauf also helped with hosting duties. On the 19th Bob and Terry Scott came out on top but with Mickey and Dorothy Ann McLaughlin and Earle and Marge Seaborn giving them tough competition. The Seaborns were in charge that evening, furnishing piles of cookies to the 40 guests.

One highlight of the evening was when Carl Printz earned 1,000 points in one hand when he doubled and then set one of his best friends. Tch, tch!

Thanks to all members who have signed up to serve as hosts well into spring. February dates are the 2nd and the 16th - see you then.

POTLUCK PAYS TRIBUTE

Considering the long history of struggle in Europe and other areas of the world for systems of government which might assure economic stability, with even perhaps a bit of prosperity and some measure of happiness, we in Potluck are particularly grateful for the contribution of President George Washington. He, at great personal sacrifice, aided in the birth of this nation with its unique set of values and policies. We are also deeply indebted to President Abraham Lincoln, who helped the nation survive diversities of opinion, which might have led to a much less desirable situation wherein the ideal for all human beings was not freedom of opportunity and equal justice.

Hence, at the dinner meeting on February 18, the Potluck committee wishes to commemorate the birthdays of these two great human beings. Please come if you wish to share in these sentiments. Your committee will be in touch regarding a good dish to bring. Otherwise you are on your own as to table setting and cocktail beverage. Those on the committee are:

Marien and Ken Knight A-G
496-2949

Maralee and Tom Davis H-M
496-1049

Betty and John Dickerhoff N-Z
240-8298

Happy Hour 6:00 p.m.
Dinner 7:00 p.m.

Chris's Graham Cracker Cookies

Foil line a cookie sheet, place 1 package of separated Graham Crackers side by side (fill sheet). Melt 1/2 cup butter and 1/2 cup oleomargarine together, adding 1/2 cup sugar. Boil 2 minutes (watch it and stir constantly). Then pour mixture over Graham Crackers. Top with chopped walnuts. Bake 10 minutes at 375 degrees - cool and break apart. Makes 48 cookies.



NEIGHBORHOOD EXCHANGE

Items for the Seashore News Neighborhood Exchange must be submitted by the 17th of the month together with a check payable to NSCA. (\$1.00 for each 20 words. No cash accepted.) Forms for placing an ad are available at the Association Office.

GARDEN HOME FOR LEASE: Furnished or unfurnished. Plan E - April 1st. For sale: Antique furniture, octagon game table, trunk, desk, and 4 bar stools, 496-4620.

FOR RENT: Bedroom and bath in Niguel Shores home. Call after 5:00 p.m. 240-4805.

FOR SALE: White lacquered Samick upright piano and bench. 4-years old. Good condition. Best offer. Call after 5:00pm, 240-4805.

1985 MITSUBISHI GALANT, 4-door, automatic. All desirable options. Low miles. Second careful owner. Recent full service. \$5950. Phone 496-0464.

WANTED TO RENT: Professional couple currently living in the Shores seeks to rent a 2-BR home. Our lease expires March 1st. Clean, quiet, one well-trained cat. Ocean view preferred. If you have a home coming available at that time, please call Terry or Janice at 661-8106, days.

FOR SALE: 1983 Ford Mustang. Excellent condition. Low mileage. Blue book suggested price, \$3200. Call 496-2246.

FOR LEASE only, 5 B/R Garden Home on the oceanside of FCH. Available February 1, 1990. Principals only. Evenings 619-454-3786. Daytime 619-578-7433. Ask for Dave.

NSCA DIRECTORY

BOARD OF DIRECTORS

President.....Dan Aldrich
First Vice-President.....Phyllis Luengen
Second Vice-President.....Ed Adams
Secretary.....Dick Luedeke
Chief Financial Officer.....Lloyd Somerfield

STAFF

General Manager.....Kim Tate
Accountant.....Ivy Hsia
Secretary.....Joy Johnson
Receptionist.....Shirley LaBonte
Maintenance Supervisor.....Michael Wright

NSCA COMMITTEES

CHAIRPERSONS

MEETINGS

Architectural Control	Lee Richards	1st & 3rd Thursday
Communication	John Dickerhoff	See Calendar
Community Relations.....	Forrest Owen	3rd Wednesday
Finance	Andrew Boush	See Calendar
Landscape	Bob Lothringer	4:00pm, 2nd Monday
Legal	Board	
Maintenance	Norm Pomeroy	9:30am, 2nd Monday
Nominating	Dick Luedeke	See Calendar
Recreation	Cathy Jones	2:00pm, 2nd Wednesday
Traffic & Safety.....	Rick Foth	4:00pm, 2nd Wednesday
Tree View Blockage.....	Carroll Cox	2:00pm, 2nd & 4th Monday

Sea Terrace Townhomes Assoc. I

Sea Terrace Townhomes Assoc. II

Don Beaver, President
Ron Miller
Sheila DeKalb
Craig Fry
Ron Lackey

Martin L. Ullman, President
Ralph Brown
Maurie VanNostrand
Ernest Stegemann
Bernard Baskin

NIGUEL SHORES COMMUNITY ASSOCIATION

33654 Niguel Shores Drive, Monarch Beach, Ca. 92677
493-0122 831-0116



SEASHORE NEWS

Published monthly by the Niguel Shores Community Association and distributed without charge to the members as a means of keeping residents informed of NSCA Board actions and Community activities, and to encourage participation in Community affairs.

Editorial Staff - Communication Committee, Volunteer NSCA Members.
Layout Coordinator - Doris Adams
Word Processing - Joy Johnson
Collation and Distribution - Volunteer NSCA Members.

The Communication Committee expends all reasonable effort to confirm the accuracy of statements in the news but assumes no responsibility for errors, omissions of fact or use of material that might be offensive in some way to members.

Contributions from NSCA committees, NSCA member organizations and individual members are welcomed. Submission due before 7 pm on the 19th of the month.

NIGHT SHORES CALENDAR

SUNDAY

MONDAY

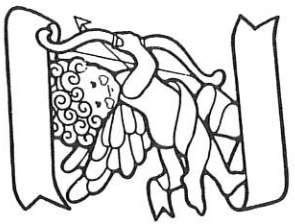
TUESDAY

WEDNESDAY

THURSDAY

FRIDAY

SATURDAY



FEBRUARY 1990

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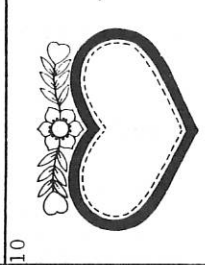
5
Womens Golf
Aerobics 9:00

6
Paper Slvg Comm 7:30
Mens Club Brkfst 8:15
Hill & Harbor C-2 10-1
Art Workshop 1-4

7
Hill & Harbor Srs. 10-1
Noon Bridge 11:50

8
Ladies Day Tennis 9-11
Womens Crafts 10-2

9
Womens Golf
Aerobics 9:00



12
Womens Golf FUN-DAY 9:00
Aerobics 9:30
Maint Comm 2:00
Tree View Comm 4:00
Lands Comm

13
Mens Club Golf 1-4
Art Workshop

14
OPEN BOARD MTG 8:00
Noon Bridge 11:50
Rec Comm 2:00
Traf&Sfty Comm 4:00

15
Ladies Day Tennis 9-11
TTO 9:00
Arch Comm by appt

16
Womens Golf
Aerobics 9:00

17
Couples Bridge 7:30

18

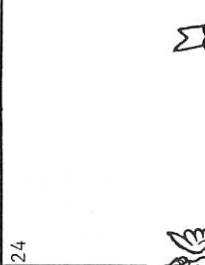
19
Womens Golf
Aerobics 9:00
SSN Deadline 7:00
Finance Comm 7:30

20
Mens Club Brkfst 8:15
Hill & Harbor C-2 10-1
Comm Comm 1:00
Art Workshop 1-4

21
Noon Bridge 11:50
Comm Rel Comm 4:00
Nominating Comm 2:00
Street Sweeping

22
Ladies Day Tennis 9-11
Street Sweeping

23
Womens Golf
Aerobics 9:00



25

26
Womens Golf
Aerobics 9:00
Tree View Comm 2:00

27
Mens Club Brkfst 8:15
Hill & Harbor C-2 10-1
Art Workshop 1-4
Sea Terrace II Assoc. Annual Meeting 7:30

28
Hill & Harbor Srs. 10-1
Noon Bridge 11:50

29
Couples Bridge 7:30

30
Womens Golf
Aerobics 9:00

1990						
S	M	T	W	T	F	S
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

1990						
S	M	T	W	T	F	S
1	2	3	4	5	6	
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

3

1
Ladies Day Tennis 9-11
Womens Club Luncheon 12:30
Arch Comm by appt

2
Womens Golf
Aerobics 9:00

3
Refurbish Comm 7:30

4
Couples Bridge 7:30

10
Couples Bridge 7:30

NIGUEL SHORES COMMUNITY ASSOCIATION
 STATEMENT OF REVENUE, EXPENSE AND BALANCE
 ALL FUND
 FOR THE 12-MONTH ENDING DECEMBER 31, 1989
 (UNAUDITED)

	TOTAL	OPERATING	RESTRICTED	PLANT	AUXILIARY
REVENUE:					
Regular assess	1440000	1440000			
Extraord Assess					
Breakers Isle	4784		4784		
Sea Terr II	22330		22330		
Other	183204	171229			11975
TOTAL REVENUE	1650318	1611229	27114	0	11975
=====					
EXPENSES:					
Community Ctr.		60605			
Landscape		518352			
Traffic/Safety		121964			
G&A		656645			
Transfers to Reserves		180817			
TOTAL OPERATING	1538383	1538383			
Breakers Isle			6158		
Sea Terrace II			28135		
TOTAL RESTRICTD	34293		34293		
PLANT FUND	342784			342784	
AUX. FUND	11435				11435
TOTAL EXPENSES	1926895	1538383	34293	342784	11435
=====					
NET EXCESS/ (DEFICIT)	-276577	72846	-7179	-342784	540
FUND BALANCE 12-31-88	1184220	-6004	2547	1182731	4946
TRANSFERS-IN:					
Reserves	436959			436959	
Invest in Plant	-4591			-4591	
TRANSFERS-Other					
CURRENT FUND BALANCE	1340011	66842	-4632	1272315	5486
=====					

(2-1-90)

4301. View Blockage Complaints (7-1-85)

Member complaints about blockage of views caused by trees or shrubs must be made in writing on forms available at the Association office. If the planting is on private property the complaint will be referred to the Tree View Blockage Committee, if on Common property, to the Landscape Committee.

4305. View vs. Privacy (7-1-85)

If it becomes necessary to choose between view preservation and the preservation of privacy, the choice will be to preserve the view.

4310. General (1-3-90)

Refer to Rules 4111 General Policy; 4112 Pad Level Plantings; 4113 Slope Plants; and 4122 Trimming Precaution in previous section of these Rules and Regulations.

4315. View Protection (1/3/90)

Views subject to review by the Tree View Blockage Committee include, but are not limited to, views from second stories of residences.

4320. Views Resulting from Home Improvements (1/3/90)

Views resulting from improvements made to a member's Lot, and to the residence or other improvements on the Lot as or as originally constructed, are not necessarily to receive the same degree of protection as views from Lots, residences and other improvements on Lots as originally constructed. All view blockage complaints will be considered on a case-by-case basis. That the view in question results from the addition of an improvement to the Lot, residence or other improvements on the Lot as originally constructed is only one of the factors to be considered by the Tree View Blockage Committee in its evaluation.

4331. Enforcement of Policies (7-1-85)

The Board of Directors shall have the right to require any Member to remove, trim, top, or prune any shrub, tree, or hedge which they consider unreasonably impedes the view from any lot. (CCR7-1)

4371 Tree View Blockage Committee (7-1-85)

The Architectural Control Committee is charged, under our CC&Rs, with the responsibility of protecting members from unreasonable view blockages caused by trees or shrubs on private property. The Architectural Control Committee has delegated this authority to its sub-committee -- the Tree View Blockage Committee. This Committee is responsible for investigating members' complaints about view blockages caused by trees or shrubs on private property and recommending to the Board appropriate remedial action. In addition, when a property is in escrow, the Tree View Blockage Committee will inspect it for compliance with Landscape Rules and will make a recommendation if necessary.

NIGUEL SHORES COMMUNITY ASSOCIATION

Summary of Approved Amendments To The Declaration
of Covenants, Conditions and Restrictions

The following is a summary of the amendments to the Association's Declaration of Establishments of Protective Covenants, Conditions and Restrictions, recorded December 3, 1989, ("the Declaration") which were approved by the members of the Association pursuant to the vote taken October 26, 1989.

Article I, Section 5 of the Declaration is hereby amended to read as follows:

Section 5. "Owner" shall mean and refer to one or more persons or entities who are the record owner of the fee simple title to any Lot.

Article II, Section 2 of the Declaration is hereby amended to read as follows:

Section 2. Additions to Original Property.

(a) Approval Required. Additional real property may be annexed to the Original Property and brought within the general plan and scheme of this Declaration upon the approval by vote or written consent of Members entitled to exercise not less than two-thirds (2/3) of the voting power of the membership.

Upon obtaining the requisite approval, the owner of any property who desires to annex it to the Original Property and add it to the general plan and scheme of this Declaration and subject it to the jurisdiction of the Association, shall file of record a Supplementary Declaration of Covenants, Conditions and Restrictions, as more particularly described in Subsection (b) hereinbelow.

(b) Supplementary Declaration. The additions authorized under Subsection (a) of this Section 2 of Article II, shall be made by filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions, or other similar instrument, with respect to the additional real property which shall be executed by the owner thereof and shall extend the general plan and scheme of this Declaration to such property. The filing of record of said Supplementary Declaration shall constitute and effectuate the annexation of the additional real property described therein, and thereupon said real property shall become and constitute a part of Niguel Shores, become subject to this Declaration and encompassed within the general plan and scheme of the covenants, conditions and restrictions

contained herein, and become subject to the functions, powers and jurisdiction of the Association; and the Owners of Lots in said real property shall automatically become Members of the Association.

Such Supplementary Declaration may contain such additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added property, and as are not inconsistent with the general plan and scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants and restrictions established by this Declaration as the same pertain to the Original Property, except as hereinafter provided.

(c) Conveyance of Common Areas. Prior to the conveyance of any improved Lots within the annexed real property to individual purchasers, fee simple or other fee or leasehold title to, or an easement in, the Common Areas within said annexed real property shall be conveyed to the Association, free and clear of any and all encumbrances and liens, except current real property taxes, which taxes shall be prorated to the date of transfer, and reservations, easements, covenants, conditions and restrictions then of record, including those set forth in this Declaration. (As amended by the First Amendment to CC&R's.)

(d) Mergers and Consolidations. Upon a merger of consolidation of the Association with another association as provided in the Articles of Incorporation of the Association, its properties, rights and obligations may be transferred to the surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants, conditions and restrictions established by this Declaration within Niguel Shores, together with the covenants, conditions and restrictions established upon any other property, as one general plan and scheme.

Article III of the Declaration is hereby amended to read in full as follows:

Section 1. Membership. Every person or entity which is the record owner of a fee or undivided fee interest in any Lot is entitled to membership in

the Association. Membership and the right to vote shall be appurtenant to and may not be separated from the fee ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

Section 2. Transfer. The membership held by any record owner of a Lot shall not be transferred, pledged or alienated in any way, except upon the sale or assignment of such Lot, and then only to the purchaser or assignee thereof. Any attempt to make a prohibited transfer is void and will not be reflected upon the books and records of the Association. In the event any Owner shall fail or refuse to transfer the membership registered in his name to the purchaser or assignee, the Association shall have the right to record the transfer upon the books of the Association.

Section 3. Voting Rights. The Association shall have one class of voting membership:

All those Owners entitled to membership as defined in Section 1 of this Article III shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 1.

When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot. From time to time such persons shall designate to the Association in writing one of their number who shall have the power to exercise their vote.

The voting rights of membership shall be subject to the restrictions and limitations provided in this Declaration and in the Articles of Incorporation and Bylaws of the Association.

Article IV, Section 2 of the Declaration is hereby deleted in full.

Article V, Sections 1 and 5 of the Declaration are hereby amended to read as follows:

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot within Niguel Shores by acceptance of a deed or other conveyance therefor, whether or not it shall be so expressed in any such deed or other conveyance, is and shall be so expressed in any such deed or other conveyance, is and shall be

deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments for capital improvements, and (3) such extraordinary assessments as may be applicable pursuant to Section 6 hereinbelow, such annual, special and extraordinary assessments to be fixed, established and collected from time to time as hereinafter provided. The annual, special and extraordinary assessments, together with such interest thereon and costs of collection thereof as provided hereinbelow in Article VI, Section 1 shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. The lien shall become effective upon recordation of a notice of claim of lien in accordance with Section 2 of Article VI of this Declaration. Each such annual, special and extraordinary assessment, together with such interest and costs, shall also be the personal obligation of the person or entity who was the Owner of such Lot at the time when the assessment, or any portion thereof, fell due and shall bind his heirs, devisees, personal representatives, successors and assigns. However, the personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 4 hereof, the Association may levy for any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto; provided that any such assessment shall have the approval by vote or written consent of Members entitled to exercise not less than two-thirds (2/3) of the voting power of the membership.

Article V, Section 9 of the Declaration is hereby deleted in full.

Article VII, Section 2 of the Declaration is hereby amended to read as follows:

Section 2. Architectural Committee. The Architectural committee shall be composed of the Board of Directors of the Association or by three (3) or more representatives appointed by the Board.

Article IX, Sections 10, 12, 13 and 21 of the Declaration are hereby amended to read as follows:

Section 10. Except for a sign colored black and white, having a maximum face area of three square feet, and advertising the property for sale, no sign or other advertising device of any character shall be erected, maintained, or displayed upon any portion of Niguel Shores; provided further that residential signs having a maximum face area of seventy-two square inches giving the name of the occupant and/or address of a Lot may be displayed on such Lot. The Association may summarily remove and destroy all unauthorized signs.

Section 12. No weeds, rubbish, debris, objects or materials of any kind shall be placed or permitted to accumulate upon any portion of Niguel Shores which render such portion unsanitary, unsightly, offensive or detrimental to any property in the vicinity thereof or to the occupants of any such property in such vicinity. In the event of the default in the performance of this provision, and if such default shall not have been cured within five (5) days after written notice thereof, the Association shall have the right to enter upon said property and remove all weeds, rubbish, debris, objects or materials and do all things necessary to place said property in a neat and orderly condition and any expenses therefor shall become due and payable from the Owner of said property to the Association within five (5) days after written demand therefor.

Section 13. No plants or seeds infected with noxious insects or plant diseases shall be brought upon, grown, or maintained upon any part of Niguel Shores. In the event of the default in the performance of this provision, and if such default shall not have been cured within five (5) days after written notice thereof, the Association, shall have the right to enter upon any Lot within Niguel Shores and, at the expense of the Owner of said Lot, remove infected or diseased plants and/or spray the same and/or take such measures as may be necessary in the opinion of the Association to protect the same and/or the community from the spread of such infection.

Section 21. During reasonable hours and after reasonable notice, the Association shall have the right to enter upon and inspect Niguel Shores or any portion thereof and the improvements thereon for the purpose of ascertaining whether or not the provisions of this Declaration are being complied with and shall not be deemed guilty of trespass by reasons thereof.

Article IX, Section 4 of the Declaration is hereby deleted in full.

Article XI, Sections 1, 2 and 4 of the Declaration are hereby amended to read as follows:

Section 1. Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the real property within Niguel Shores, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, and are imposed upon Niguel Shores as a servitude in favor of each and every parcel of land therein as a dominant tenement, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument, signed by a majority of the then Owners of the Lots, has been recorded with the Orange County Recorder, agreeing to change said covenants, conditions and restrictions in whole or in part.

Section 2. Amendment. The covenants, conditions and restrictions of this Declaration may be amended by an instrument in writing signed by not less than the Owners of a majority of the Lots, provided that no amendment shall be effective so long as any property subject to this Declaration lies outside the boundaries of an incorporated city, unless such amendment be approved in writing by the Planning Director and the County Counsel of the County of Orange, or their delegates, whose action shall be governed by whether the Declaration, after such amendment, will continue to contain adequate provision for preservation and maintenance of vehicular and pedestrian access rights for individual Owners of the Lots; all improvements and physical facilities such as landscaping, walls, fencing, buildings, hydrants, utility facilities, parking areas, flood lights, drainage facilities, recreational facilities within the Common Area; and private streets and driveways and whether the amendment is in conformance with the conditions of approval of the applicable tentative tract map. Any amendment must be properly recorded. (As amended by the Second Amendment to CC&R's.)

Section 4. Enforcement. Violation or breach of any covenant, condition or restriction herein contained shall give to the Association the right to enter upon the property upon or as to which said violation or breach exists and to summarily abate and remove, at the expense of the Owner thereof,

any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and/or shall give to the Association or the Owner of any Lot, the right to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of these covenants, conditions or restrictions to enjoin or prevent them from doing so, to cause said violation to be remedied or to recover damages for said violation.

The result of every action or omission whereby any covenant, condition or restriction herein contained is violated in whole or in part is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or equity against an owner, either public or private, shall be applicable against every such result and may be exercised by the Association or any Owner, subject to these restrictions.

In any legal or equitable proceeding for the enforcement or to restrain the violation of these restrictions or any provisions hereof, the losing party or parties shall pay the attorneys' fees of the prevailing party or parties, in such amount as may be fixed by the court in such proceedings. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

Failure by the Association or by any Owner to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Article IX, Section 9 of the Declaration is hereby deleted in full.

Article X of the Declaration is hereby amended to read in full as follows:

In addition to the duties and powers enumerated in its Articles of Incorporation and Bylaws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

(a) Own, lease, maintain and otherwise manage, or cause to be managed, in a neat and orderly condition, all of the Common Areas and all facilities, improvements, drainage facilities, and landscaping thereon and thereunder, and all other property acquired by the Association.

(b) Maintain, or cause to be maintained, such slope control areas as may be established from time to time by this Declaration or by any Supplementary

Declaration recorded in accordance with Article II hereof.

(c) Grant easements where necessary for utilities and sewer facilities over the Common Areas to serve the Common Areas and Niguel Shores.

(d) Pay any real and personal property taxes and other charges assessed against the Common Area.

(e) Have the power, in addition to the other remedies available, acting through its Board of Directors, to adopt a schedule of reasonable fines which, in the reasonable discretion of the Board, may be assessed against an Owner for the failure of such owner, or family member, guest, resident, licensee, lessee, tenant or invitee of such Owner, to comply with any of the provisions of this Declaration or of the rules and regulations adopted by the Board of Directors and Architectural Control Committee pursuant to this Declaration. Such fines may only be assessed by the Board of Directors after written notice and a hearing before the Board, at which the Owner concerned shall have an opportunity to be heard in person, or by counsel at the Owner's expense, in the manner to be established by the Board of Directors.

(f) Have the power acting through its Board of Directors to adopt and enforce rules and regulations relating to vehicular access to the Common Areas; however, such power shall not be construed to create a greater obligation upon the Association to provide security to persons or property within Niguel Shores, or any portion thereof, than is otherwise required by law.

Article IX, Section 22 of the Declaration is hereby amended to read as follows:

Section 22. Each Member shall be liable to the Association for any damage to the Common Areas or to any of the equipment or improvements thereon which may be sustained by reason of the negligence or wilful misconduct of said Member or of his family members, relatives, guests, tenants or invitees, both minor and adult.

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