

seashore news



Published monthly by the Niguel Shores Community Association

APRIL 1990

CC&R CHANGES

Finally you and all other members of the Niguel Shores Community Association are going to have an opportunity to vote on a name change for the Association. The proposed name approved by the Board of Directors is "The Shores." The vote will be on the basis of simply yes or no; you favor the change or you don't. The explanation of the vote prepared by our attorney will tell you that while a fifty percent favorable vote will be needed to change the CC&Rs, a seventy-five percent favorable vote will be needed to change the Articles of Incorporation for the community. If you favor the change, it is important that you not only vote but encourage all of your neighboring homeowners to vote.

In addition to the proposed name change, there will be several additional proposed changes in our CC&Rs developed by the Ad Hoc CC&R Committee and approved by the Board of Directors. They include a number of technical changes to make management of our community more efficient. They

deal with such things as (1) the basis for decisions by the Architectural Committee; (2) approval of capital expenditures; (3) arbitration of disputes; (4) control of signs; (5) control of pets; (6) temporary structures; (7) business activity; (8) timesharing; (9) definition of single family; (10) architectural review period; (11) enforcement of the CC&Rs; (12) appeals from committee decisions; (13) landscape controls; and (14) view obstruction.

The open meeting of the Board of Directors on April 18 will offer an opportunity for all interested members to review and discuss all of these proposed CC&R amendments.

NCSA BOARD MEETING DATE

WEDNESDAY, APRIL 19, 1990

8:00PM

DEAR RESIDENTS:

I would like to thank all the residents who attended our last Board meeting on March 21st. They gave us their input to help us make our decisions.

The Board made a decision regarding the eucalyptus trees along Pacific Coast Highway. The trees will be left standing since there are several hundred feet between the eucalyptus trees and the ocean is visible. When the eucalyptus trees that were cut a year ago grow higher than the wall, we will cut down some of the taller eucalyptus trees. We are asking the Landscape Committee to look into the planting along the wall on FCH. Residents requested the plants be allowed to grow up to five feet above the wall because of the noise factor.

The Board confirmed the landscape contract will be bid next year.

The Board committed to allot \$7,900.00 for preliminary plans from Forsum/Summers & Partners, Inc. Landscape Architect, for improvements of the five entry areas — Selva, Manta, Garibaldi, Mariner, Cabrillo Isle/Ports-O-Call — subject to review and acceptance of the contract.

Phyllis Luengen
Board of Directors



ATTENTION PARENTS

Children have been seen sliding down the slopes on cardboards in the Sea Terrace II area causing damage to the slope. Please discuss this problem with your children.



MARCH OF DIMES WALK AMERICA

The Board recently approved the use of the grassy area at our Selva entrance as a check point for participants in this year's March of Dimes WalkAmerica on Saturday, April 28.

Check points are sponsored by local corporations to provide food, drink and a place for participants to rest. The sponsors will be responsible for all set-up and clean-up. The check point will be in operation from approximately 7:30 a.m. to 2:30 p.m.

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 Architectural Regulations and Guidelines.

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

VOICE OF THE PEOPLE

Letters are limited to 200 words, typed if possible. Handwritten copy must be neat and legible. Include name, address and phone number of writer. If short of space, we may ask writers to condense their letters. Please see NSCA Rules #5221, 2, 3, and 4 for detailed information and restrictions. The Seashore News assumes no responsibility for the content of any letter. We would like to hear from you. Submission due before 7pm on the 19th of the month.

As the present Association Board approaches the end of their electoral term it seems to us it is time to say "Thank You" for all the good decisions and actions they have taken.

Our community has been blessed by having the steady hand of Dan Aldrich as President of the Board since May of 1988. Other Board members during this period include Joe Lewis, Phyllis Luengen, Lloyd Somerfield, Ed Adams, and Dick Luedeke.

Consider a few of the major accomplishments:

1. In 1987 quarterly dues were \$404.50.
2. In 1988 quarterly dues were reduced to \$399.00.
3. In 1989 they were further reduced to \$375.00.
4. For 1990, they will be \$370.00. During the same period most other associations have increased substantially.
5. The ongoing lawsuit regarding the ocean revetment against Avco and the County was settled in favor of the Shores and the work completed.
6. The CC&Rs were reviewed and brought up to date.

7. Sea Terrace I asphalt walkways were replaced with concrete walkways and the Abalone stairway (across from the tennis courts) was also constructed.
8. Legal costs have been reduced from \$180,000 in 1988 to \$60,000 (budgeted) for 1990.
9. There has been a definite improvement in the communications from the Board to the community, and visa-versa.

We are sure it is appropriate to say that the entire community joins together in saluting the Association Board, and in particular the leadership of Dan Aldrich, for a job that has been particularly well done.

Dick and Carla MacNair
(and a legion of others)

STREET SWEEPING SCHEDULE

The scheduled dates for street sweeping in April are Wednesday and Thursday, the 4th and 5th and Wednesday and Thursday, the 18th and 19th. 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.

IN MEMORIAM MARCH 1990

**ED HART
JOHN WELLS
ALLEN RICE
DON SHAPIRO**

CANDIDATES' RESUMES
NSCA ELECTION MAY 15, 1990

NAME: Lydia Reeve

HOMEOWNER SINCE: 1975

EDUCATION: 1yr. at Ohio Wesleyan University; graduate of Washington Square College; B.A. in Advertising/Retail at New York University

CAREER: Foote, Cone & Belding Advertising for 20 years, moving up the ranks from clerk-typist to corporate vice-president. Moved on to Honig-Cooper & Harrington in 1969 (which was purchased by Foote, Cone & Belding in 1975) and remained there until taking early retirement in 1985.

OUTSIDE AFFILIATIONS: Member of American Advertising Federation, 1968-present; President of Los Angeles Advertising Women, 1967-1968; Governor of District 15, 1969-1971; Chairman of Council of Governors, 1970-1972; Chairman of Western Region, 1976-1977; Secretary/Treasurer of National Board, 1977-1979; currently serving on two committees for District 15 and a member of the Western Region Conference Planning Committee for 1990.

Also past affiliations with Communications Committee of the Arthritis Foundation of So. California; Soroptimist; Committee of Professional Women for the Los Angeles Symphony/Hollywood Bowl Association; Hollywood Radio & TV Society; Pacific Pioneer Broadcasters; Women's Council Los Angeles Area Chamber of Commerce; Advertising Review Council of So. California; Public Relations Committee for the John Tracy Clinic.

COMMUNITY ACTIVITIES: Member of Architectural Control Committee, Ad Hoc Refurbishment Committee, and served as a member of the 1989 Election Committee.

HONORABLE MENTION: Listed in Who's Who of American Women and Who's Who in the West; named one of the Top 10 Women in Advertising in 1971.

HOBBIES: Dog-doting, cooking and cruising the world.

PERSONAL INFORMATION: Born in Cleveland, Ohio. California resident since 1949.

GOALS: To work within the framework of NSCA CC&Rs and Bylaws to improve the stature of Niguel Shores, to enhance its position within the community while maintaining its present integrity; and above all, to listen and to respond.

NAME: Robert S. Raymer

HOMEOWNER SINCE: 1987

EDUCATION: Attended the University of North Carolina; entered Coast Guard Academy, then Navy Flight School receiving wings and a commission.

MILITARY CAREER: Commanding officer of Rescue Coordination Center, then CD of Aviation Support reserve units. Retired as Commander, USCGR in 1980.

BUSINESS HISTORY: Worked as a furniture manufacturer representative, becoming Northeastern Regional Sales Manager for Ethan Allen Furniture. After retiring from Ethan Allen, started own business (injection molding plastics) and, acting as own contractor, built a new factory and home. After selling the business, became national marketing and sales manager for party goods company and retiring in 1987.

OUTSIDE AFFILIATIONS: Past member of the Boston Yacht Club and U.S. Yacht Racing Association. Current member of the Dana Point Yacht Club.

COMMUNITY ACTIVITIES: Maintenance and Lighting Committee, and Refurbishment Committee

HONORABLE MENTION: Introduced and organized first Neighborhood Watch Program in Marblehead, Mass.

HOBBIES: Crewing, navigating, and being owner/skipper of ocean racing sailboats from Florida to New England and Nova Scotia.

GOALS: To contribute to the continuous improvement and maintenance of this community.

NAME: Sidney Kahn

HOMEOWNER SINCE: 1983

EDUCATION: Graduate of the University of Illinois, receiving a BS degree in journalism, and a MA degree from University of Southern California.

MILITARY CAREER: Officer in the U.S. Navy in World War II and the Korean War.

CAREER: Held variety of positions as partner in Carson/Roberts Inc. advertising agency for 20 years. Formed joint venture for Carson Roberts with W.S. Crawford Advertising, Ltd, working as managing director from 1968-1971. Retired from Carson/Roberts in 1972, who had merged with Ogilvy & Mather International in 1971. Spent three years with Mitchell & Herb, a photo platemaking business, then teaching at USC School of Journalism from 1976-1979. Also joined UCLA in 1976, teaching short courses in communication, and becoming the Director of the Publication Services Department. Retired from UCLA in 1989.

OUTSIDE AFFILIATIONS: Previous member of the Board of Directors of the Western States Advertising Agency Association and Chairman of the Education Committee. Current member of the Council for the Advancement and Support of Education (CASE) and is on the Board of Directors of the Orange County Volunteer Center.

HONORABLE MENTION: Assisted in developing the "Professional Designation in Advertising" program for UCLA Extension.

COMMUNITY ACTIVITIES: Member of the Community Relations Committee and engaged with the Communication Committee in developing a "Guide to the Shores" pamphlet.

HOBBIES: Bridge playing, swimming & travel

PERSONAL INFORMATION: Native of Chicago; in Los Angeles since 1946.

GOALS: To continue with the good work the Board of Directors has been doing in making Niguel Shores a very desirable place to live.

NEIGHBORHOOD WATCH



At an open Association meeting earlier this year, representatives of the Sheriffs Office that provides the police service for the City of Dana Point revealed that our community has very few reportable crimes. At the same time they cautioned against being complacent. Both of the officers who spoke to the group urged us to make use of Neighborhood Watch organization as the best way to protect ourselves from burglaries and other crimes.

You, as a resident of Niguel Shores, can make the Neighborhood Watch work. It takes cooperating with your neighbors, being observant and reporting to the Sheriffs Office any unusual or suspicious activity in your neighborhood. We also urge that you report any incident to the office.

When you have something to report, this is what the Sheriffs Department needs to know:

1. Where the suspicious person or activity is located.
2. A description of what is happening or has happened.
3. When you observed the person or activity and whether the activity is in progress (if it is in progress, CALL 911).
4. A description of the person or persons involved, including estimated height, sex, race, clothing or distinguished features.
5. A description of any vehicle involved, including the license number, make, model and color.
6. If the person or persons involved have left, the direction they took.
7. Whether or not injuries are involved.

Ed Adams
Neighborhood Watch Board Liaison



Kentucky Derby Party

KENTUCKY DERBY PARTY

Saturday, May 5, 1990
1:00 to 3:30 PM
NSCA Community Center

Jointly sponsored by NSCA Mens Club and Womens Club. Open to all adult members of the community.

Featuring:

Pari-mutual wagering
Mint Juleps, lemonade, beer
TV on a 55" and two 25" sets
Tables for socializing

\$10 Advance Reservation Tickets may be purchased at the NSCA office. They are exchangeable upon arrival for four tickets good for juleps, pari-mutual ticket, beer.

A festive, gala social event.

Reservation Tickets at \$10 per individual can be obtained from the following (checks should be made payable to either NSCA Womens Club or Mens Club):

Bob Scott, Treasurer,
Mens Club

Margaret Brugger, Treasurer,
Womens Club

John Bulleit, Chairman,
Derby Committee

MENS CLUB NEWS

Looking ahead, the Mens Club is anticipating a joint breakfast meeting with the Womens Club on May 15. Wives of members are also invited to this meeting which will feature as guest speaker Orange County District Attorney Michael Capizzi.

Earlier on May 5 the club will sponsor the first annual Kentucky Derby Party. Information about the party which will be open to the community is included in another article in this issue of the Seashore News. Looking further ahead to August an outing to an Angels baseball game at the Big A is being planned.

The March 6 meeting included a brief presentation by two of the candidates for the NSCA Board of Directors. Recent golf outings have been to Fallbrook Country Club, Castle Creek Country Club and Meadowlake Country Club in the Escondido area and the Oceanside Municipal Golf Course.

The Salvage Committee headed by Russ Paslaqua is involved in projects to improve the sound system in the multi-purpose room and to remodel and refurbish the kitchen. Ideas for improving the kitchen have been solicited from the other Association committees and from members of the Association.

NIGUEL SHORES PAPER DRIVE

CASH THEM, DON'T TRASH THEM!
BRING THEM TO THE RECREATION CENTER
PAPER BUILDING ANY DAY OF THE WEEK.

WOMENS CLUB NOTES

Our speaker for the April 5th luncheon will be Ann Martin Ullman. Ann lived and taught school in China and has a most interesting story to share. The luncheon will be served at 12:30 p.m.

Please bring a check for \$3.00 made out to N.S. Womens Club for dues which are now due and payable. The checks will help to keep accurate records of this payment.

There will be no Third Thursday Outing for the month of April.

Come and join us for the Draft Class on Thursday, April 12th at 10:00. Harriet Writer will be there to help you with your needlework problems. Be sure to take advantage of this special opportunity.

Bobbie Kahn will be the speaker for the May 3rd luncheon. She is a member of the International Guiding Eyes which is an organization dedicated to training dogs for the unsighted.



POTLUCK'S SPRING FESTIVAL

Throughout the centuries the release of the land from the death of winter's icy grip, the dazzling promise of natural beauty, and the renewal of hope for sustaining life by means of added food supplies has given cause for great rejoicing and celebration. With the Christian era came also the conviction and comfort of a spiritual awakening and firmer undergirding of our faith in the positive ongoing and outcome of our lives. Thus for the many benefits of the spring season, either tangible or intangible, the compatible folk of Potluck will give their "Ode of Joy" on Sunday evening of April 22. Join us, if you can, with the usual tableware, cocktail beverage, and, by all means, the zesty casserole, salad, or dessert, which add so much flair to the occasion.

Organizers of this event will be:

Shirley and Walt Smith	A-G
496-0483	
Phyllis and Harry Landis	H-N
496-2858	
Mary and Ray Goodhart	P-Z
496-0903	

Cocktails	6:00 p.m.
Dinner	7:00 p.m.

NIGUEL SHORES SINGLES CLUB



The St. Patrick's Day Party scheduled for March 13 was cancelled due to lack of interest. Only two members called for reservations. Four prospective members also called.

Without the members' support the club cannot continue. There appears to be only one solution and that would be the dissolution of the Club.

The remaining portion of the dues collected in 1989, will be divided equally and mailed to those paid members after mailing costs have been deducted.

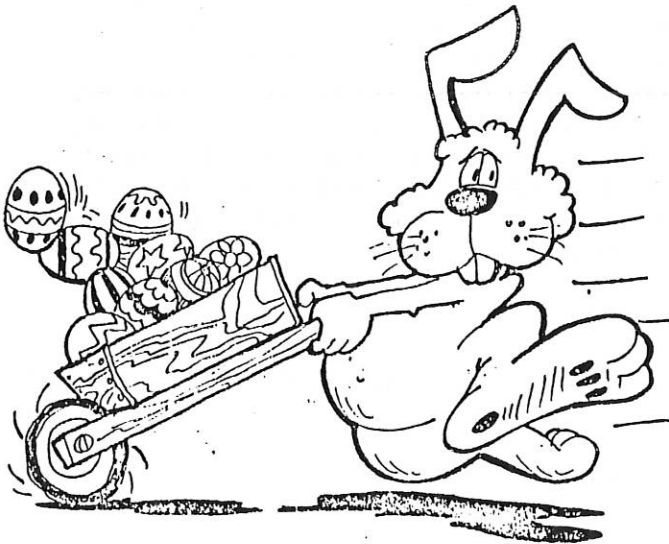
Any questions of volunteers wishing to take over the Chairmanship, please call Kathleen, 661-7036, or Eve, 248-0427, by April 10.

WOMENS GOLF

Sixteen of our group played The Links at Monarch Beach on March 19, too late to provide a report in time to meet the Seashore News deadline, but it was an event we have been looking forward to for months; and, if we behaved ourselves on this challenging course, the director promised to invite us back.

It is also too late to provide a report on our three-day Get-Away to the Lawrence Welk resort last month, but the usual jolly shenanigans were expected from the usual culprits (you know who you are, ladies!), and a good time will surely be had by all, thanks to our fearless den-Mother, Carol Hollinger.

Some of us are going on an exciting eight-day golf tour July 4-11 to the spectacular Canadian Rockies (including Banff, Lake Louise, Kananaskis Valley and Jasper) conducted by Bill Cunerty, the genial pro at Saddleback College from whom many of us took lessons. There are still some openings, so if interested, call Peg Bucci at 496-5134 for details.



Next FUN-DAY, Monday, April 9, will take place at Aliso Creek, followed by a brown-bag lunch and meeting at the home of Bea Bonestell (661-5389). Those wishing to participate in this event should call Lucy Van Elzaker (496-8565) or Fran Maurin (497-1412) at least a week in advance. For regular Monday play, give a week's notice to J.A. Goodman (496-7664). For Friday play, call Carol Hollinger (496-8687).

Last month's FUN-DAY meeting was held at the lovely beach-home of Fran Maurin who provided not only beautiful scenery but tasty morsels as well. Most of us were so impressed with the view we had trouble concentrating on the business at hand. A visiting sea-lion chipped in a birdie with his flipper-wedge, so we invited him to join the group. Hey, we don't discriminate, kiddo!

FUN-DAY AWARDS last month were as follows:

Low Gross: (a tie) Gwen Halstead and Rose Marie Lawson; runner-up - Ginny Kenney
Longest Drive: Pauline Ross
Closest-to-the-Pin: Ginny Kenney (this has GOT to stop!)
Low Putts: (a 3-way tie) Grace Densmore, Rose Marie Lawson, Gwen Halstead

COUPLES BRIDGE

March 2nd winners were:

- 1st - Nick and Mary Martin
- 2nd - Tie between Bob and Lois Alexander and Dick and Hope Luedeke (What, again?)

Hosts were the Alexanders.

March 16th:

- 1st - Dolores Bootay and Jean Freeman
- 2nd - Maurie and Carol Van Nostrand

Hosts were the Martins, Helen Bates and Dottie Ambrose.

Watch for news of our May 18th annual spring fling next month.



WEDNESDAY NOON BRIGDE

Winners:

- Feb. 21: 1st - Joan Sullivan
2nd - Mary Bethard
- Feb. 28: 1st - Remy Nyland
2nd - Yetta Robbins
- Mar. 7: 1st - Margaret Costello
2nd - Leon Sall
- Mar. 14: 1st - Joan Sullivan
2nd - Dorothy Johnson

Play begins each Wednesday at 11:50, so plan to come early.

For reservations, call Vicki Barth at 240-2177 on or before Monday preceding Wednesday's game.



ART WORKSHOP

Interested in basic drawing or any level watercolor class? We meet on Tuesday afternoons, 1:00-4:00. Call Doris Adams, 493-4445.

CALLING ALL ARTISTS

Plans are being made for the sixth annual Niguel Shores Resident Art Affaire, and we need your input on these items:

1. Will you show your work? We need you and want your participation.
2. How can we increase artist participation? Do you know of other artists in Niguel Shores who might be encouraged to take part?
3. What do you think about having awards? (Best of show? First place in various categories? In which case we'd need an independent judge.)

All questions and suggestions are invited. Call either Doris Adams, 493-4445, or Frank Turner, 493-5137, as soon as possible. Then, let's all get busy and plan to make the fall show the best yet!

NEIGHBORHOOD EXCHANGE

Items for the Seashore News Neighborhood Exchange must be submitted by the 19th 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.



WHAT'S GOING ON AT THE LIBRARY?

SPECIAL EVENT: Sunday, April 29, 3:00 p.m., a program of ethnic and classical music by John Bilezikjian, distinguished Armenian soloist. Tickets \$8.00. Superior refreshments. Proceeds for the new Book Store.

LITERATURE CONTEST AWARD CEREMONY: Monday, April 23, 7:00 p.m. Out of 1267 entries from 38 schools in the Capistrano Beach Unified School District, 40 finalists from kindergarten through 12th grade will be honored at the start of National Library Week.

NEW STAFF MEMBER: Jann Kilpela Tidemanis received her MLS in the East, has had experience in libraries from San Francisco to El Toro, and is now our Adult Reference Specialist. Welcome, Jan.

NEW ARRIVALS: All the best sellers, new videos, new talking books.

NEW BOOK STORE: Hopefully, work will start (left of front entrance) in mid-May. Besides an attractive gift selection, used books will be available at pennypinching prices. Cheers.

HOUSE FOR LEASE: Plan E Garden Home, oceanside. Furnished or unfurnished. Ready April. 496-4620.

1985 CHEVROLET CELEBRITY 4-door sedan, low mileage (37585), excellent condition. For sale due to death in family. \$4500. 661-1723.

LADIES NAVY LEATHER PANTS - new unhemmed, size 8. Shafer & Sons console piano, like new, \$1100.00. Radial arm saw, B.O. 496-5587.

FOR LEASE: The only 5 B/R Garden Home on the oceanside of PCH. Terms negotiable for right party. Evenings: (619)454-3786. Office: (619)578-7433. Ask for Dave.

FOR RENT: Garden Home, expanded. Bright & airy, new kitchen. 3/Bed, 2/Bath (can be two master suites). \$1585/month. 240-2177.

MOTHER & DAUGHTER HOUSECLEANING. Excellent references in the Shores. Live in the Shores. Please call 493-3205, Nancy.

WILSON PATTY BERG PROFESSIONAL golf clubs and bag for sale, \$90.00 total. Clubs have new grips. 661-5091.

SALE BY OWNER: Garden Plan "B", 3 BR, 1 3/4 BA. Ocean view, ocean side of PCH, reduced for quick sale, \$389,000. 661-1192.

WANTED: Part-time person to do typing and general office work in my Niguel Shores home. 661-5802.

1986 MUSTANG CONVERTIBLE. Great condition/26,000 miles/new tires/fully equipped/stereo-tape. \$7,400. Call 240-7165 or 492-8400.

FURNISHED RENTAL WANTED: June & July for elderly couple visiting daughter. Excellent references. Call Pat, 496-7218, or Marla, 497-6195.

MICHAEL SHORES' CALENDAR

SUNDAY MONDAY TUESDAY WEDNESDAY THURSDAY FRIDAY SATURDAY

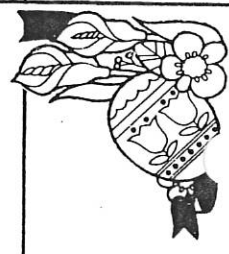
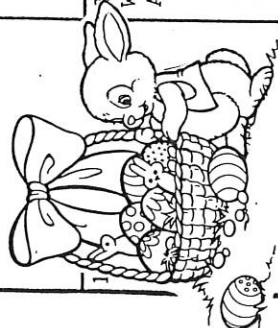
April 1990

MARCH 1990

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4	5	6	7	8	9	10
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18	19	20	21	22	23	24
25	26	27	28	29	30	31

MAY 1990

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20	21	22	23	24	25	26
27	28	29	30	31		



1							
2							
3	Womens Golf 9:00 Aerobics	Paper Slvg Comm 7:30 Mens Club Brkfst 8:15 Art Class 1-4 Hill & Harbor C-2 10-1pm	Noon Bridge 11:50	Ladies Day Tennis 9-11 Womens Club Luncheon 12:30 Arch Comm by appt	6 Womens Golf 9:00 Aerobics		7
4			Street Sweeping	Street Sweeping	Couples Bridge 7:30		
5			11 Noon Bridge 11:50 Rec Comm 2:00 Traf & Sfty Comm 4:00	12 Ladies Day Tennis 9-11 Womens Crafts 10-2	13 Womens Golf 9:00 Aerobics		14
6			17 Mens Club Brkfst 8:15 Art Class 1-4	18 Noon Bridge 11:50 Comm Rel Comm 4:00	19 Ladies Day Tennis 9-11 Arch Comm by appt Street Sweeping	20 Womens Golf 9:00 Aerobics Comm Comm 9:00	21
7			24 Mens Club Golf 1-4 Hill & Harbor C-2 10-1pm Finance Comm 7:30	25 Hill & Harbor Srs. 10-12pm Noon Bridge 11:50	26 Ladies Day Tennis 9-11	27 Womens Golf 9:00 Aerobics	28
8			9 Womens Golf FUN-DAY 9:00 Aerobics 9:30 Maint Comm 2:00 Landscape Comm 4:00	10 Mens Club Golf 1-4	11 Noon Bridge 11:50 Rec Comm 2:00 Traf & Sfty Comm 4:00	12 Ladies Day Tennis 9-11 Womens Crafts 10-2	13 Womens Golf 9:00 Aerobics
9			16 Womens Golf 9:00 Aerobics	17 Mens Club Brkfst 8:15 Art Class 1-4	18 Noon Bridge 11:50 Comm Rel Comm 4:00	19 Ladies Day Tennis 9-11 Arch Comm by appt Street Sweeping	20 Womens Golf 9:00 Aerobics Comm Comm 9:00
10			23 Womens Golf 9:00 Aerobics Tree View Comm 2:00	24 Mens Club Golf 1-4 Hill & Harbor C-2 10-1pm	25 Hill & Harbor Srs. 10-12pm Noon Bridge 11:50	26 Ladies Day Tennis 9-11	27 Womens Golf 9:00 Aerobics
11			30 Potluck: Cocktails 6:00 Dinner 7:00	31 Finance Comm 7:30	1 Noon Bridge 11:50	2 Ladies Day Tennis 9-11	3 Womens Golf 9:00 Aerobics
12					4 Street Sweeping	5 Ladies Day Tennis 9-11 Womens Club Luncheon 12:30 Arch Comm by appt	6 Womens Golf 9:00 Aerobics
13					5 Street Sweeping	6 Ladies Day Tennis 9-11 Womens Club Luncheon 12:30 Arch Comm by appt	7 Womens Golf 9:00 Aerobics
14					6 Street Sweeping	7 Ladies Day Tennis 9-11 Womens Club Luncheon 12:30 Arch Comm by appt	8 Womens Golf 9:00 Aerobics
15	EASTER! 				7 Street Sweeping	8 Ladies Day Tennis 9-11 Womens Club Luncheon 12:30 Arch Comm by appt	9 Womens Golf 9:00 Aerobics
16					8 Street Sweeping	9 Ladies Day Tennis 9-11 Womens Club Luncheon 12:30 Arch Comm by appt	10 Womens Golf 9:00 Aerobics
17					9 Street Sweeping	10 Ladies Day Tennis 9-11 Womens Club Luncheon 12:30 Arch Comm by appt	11 Womens Golf 9:00 Aerobics
18					10 Street Sweeping	11 Ladies Day Tennis 9-11 Womens Club Luncheon 12:30 Arch Comm by appt	12 Womens Golf 9:00 Aerobics
19					11 Street Sweeping	12 Ladies Day Tennis 9-11 Womens Club Luncheon 12:30 Arch Comm by appt	13 Womens Golf 9:00 Aerobics
20					12 Street Sweeping	13 Ladies Day Tennis 9-11 Womens Club Luncheon 12:30 Arch Comm by appt	14 Womens Golf 9:00 Aerobics
21					13 Street Sweeping	14 Ladies Day Tennis 9-11 Womens Club Luncheon 12:30 Arch Comm by appt	15 Womens Golf 9:00 Aerobics
22					14 Street Sweeping	15 Ladies Day Tennis 9-11 Womens Club Luncheon 12:30 Arch Comm by appt	16 Womens Golf 9:00 Aerobics
23					15 Street Sweeping	16 Ladies Day Tennis 9-11 Womens Club Luncheon 12:30 Arch Comm by appt	17 Womens Golf 9:00 Aerobics
24					16 Street Sweeping	17 Ladies Day Tennis 9-11 Womens Club Luncheon 12:30 Arch Comm by appt	18 Womens Golf 9:00 Aerobics
25					17 Street Sweeping	18 Ladies Day Tennis 9-11 Womens Club Luncheon 12:30 Arch Comm by appt	19 Womens Golf 9:00 Aerobics
26					18 Street Sweeping	19 Ladies Day Tennis 9-11 Womens Club Luncheon 12:30 Arch Comm by appt	20 Womens Golf 9:00 Aerobics
27					19 Street Sweeping	20 Ladies Day Tennis 9-11 Womens Club Luncheon 12:30 Arch Comm by appt	21 Womens Golf 9:00 Aerobics
28					20 Street Sweeping	21 Ladies Day Tennis 9-11 Womens Club Luncheon 12:30 Arch Comm by appt	22 Womens Golf 9:00 Aerobics
29					21 Street Sweeping	22 Ladies Day Tennis 9-11 Womens Club Luncheon 12:30 Arch Comm by appt	23 Womens Golf 9:00 Aerobics
30					22 Street Sweeping	23 Ladies Day Tennis 9-11 Womens Club Luncheon 12:30 Arch Comm by appt	24 Womens Golf 9:00 Aerobics
31					23 Street Sweeping	24 Ladies Day Tennis 9-11 Womens Club Luncheon 12:30 Arch Comm by appt	25 Womens Golf 9:00 Aerobics

MARCH OF DIMES WALK

90-051302

WHEN RECORDED RETURN TO:

RECORDED IN OFFICIAL RECORDS
OF ORANGE COUNTY, CALIFORNIA

FIORE, NORDBERG, WALKER & WOOLF-WILLIS
A Professional Law Corporation
2301 Dupont Drive, Suite 500
Irvine, CA 92715

-1:45 PM JAN 29 '90

Lee A. Branch RECORDER

\$84.00
C12

SPACE ABOVE FOR RECORDER'S USE

RESTATEMENT OF AMENDMENT TO DECLARATION OF ESTABLISHMENT OF
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
NIGUEL SHORES COMMUNITY ASSOCIATION

WHEREAS, the owners of real property situated in the County of Orange, State of California, described below, previously approved various amendments to that certain Declaration of Establishment of Protective Covenants, Conditions and Restrictions (the "Declaration") of Niguel Shores Community Association (the "Association"), recorded December 3, 1969, in Book 9153, Pages 259 et seq., in the Official Records of Orange County, California, such amendments being set forth in that certain Amendment to Declaration of Establishment of Protective Covenants, Conditions and Restrictions Niguel Shores Community Association (the "Amendment"), recorded November 7, 1989, as document number 89-599572 in the Official Records of Orange County, California, the amendments set forth therein becoming effective on December 3, 1989; and

WHEREAS, the Amendment contains the following typographical and clerical errors:

- (1) The amendment deleting Article IV, Section 2 of the Declaration in full was inadvertently omitted from the Amendment.
- (2) On page 8 of the Amendment, Sections 10, 12, 13 and 21 are incorrectly reflected as contained in Article VII of the Declaration. These sections are in fact part of Article IX.
- (3) On page 9 of the Amendment, the reference to Article VII, Section 4 should be corrected to read "Article IX, Section 4"; and

WHEREAS, the amendments to the provisions of the Declaration in question, as stated hereinabove, were correctly identified as contained in Article IV and Article IX, respectively, when such amendments were presented to, voted upon, and approved by the members of the Association; and

WHEREAS, such amendments were approved by a majority of the voting power of the Association pursuant to Article XI, Section 1 of the Declaration and Civil Code Section 1355; and

WHEREAS, for the purposes of simplicity, to reduce confusion and for the convenience of all concerned parties, the Board of Directors of Niguel Shores Community Association now desires to correct these typographical and clerical errors and to restate and republish the Amendment in its entirety, as corrected herein (the "Restated Amendment"), such that the Restated Amendment shall retain the recordation priority date of the originally recorded Amendment of November 7, 1989, as well as the effective date identified therein as December 3, 1989; and

WHEREAS, the Restated Amendment shall not and is not intended to change the form, substance, validity, or continued effect of the Amendment except as corrected herein.

NOW, THEREFORE, the Amendment is hereby corrected and restated to read as follows:

Pursuant to Article XI, Section 1 of that certain Declaration of Establishment of Protective Covenants, Conditions and Restrictions (hereinafter "Declaration"), recorded December 3, 1969 in Book 9153, Pages 259, et seq., in the Official Records of Orange County, California, the owners of real property situated in the County of Orange, State of California, described as follows:

Lots 1 through 67, inclusive, and parcels A through F, inclusive, of Tract No. 6935 as shown on a map recorded in Book 259, Pages 39 to 42, inclusive, of Miscellaneous Maps, records of Orange County, California (Tract No. 6935);

Lots 1 through 23, inclusive, and Lots A and B of Tract No. 6988, as shown on a map recorded in Book 265, Pages 46 and 47, of Miscellaneous Maps, records of Orange County, California; except that portion of said Lot A described as follows: Beginning at a point on the south line of said Lot A, which bears N 80° 39' 12" E 15.00 feet from the most southerly corner thereof; thence along the boundary of said lot the following courses, S 80° 39' 12" W 15.00 feet, N 35° 30' 21" W 200.92 feet, and N 46° 21' 12" E 30.00 feet; thence S 49° 38' 48" E 73.00 feet; thence S 31° 08' 48" E 120.00 feet; thence S 13° 57' 04" W 32.83 feet to the point of beginning; (Tract No. 6988);

Lots 1 through 56, inclusive, and Lots A, B, C, and D, of Tract No. 7156 as shown on a map recorded in Book 266, Pages 11 to 14, inclusive, of Miscellaneous Maps, records of Orange County, California (Tract No. 7156);

Lots 1 through 62, inclusive, of Tract No. 6883, as shown on a map recorded in Book 269, Pages 15 through 17, of Miscellaneous Maps, Records of Orange County, California, (Tract No. 6883);

Lots 1 through 71, inclusive, and Lot A of Tract No. 7203, as shown on a map recorded in Book 282, Pages 1 through 3, of Miscellaneous Maps, records of Orange County, California, (Tract No. 7203);

Lots A through K, inclusive, and Lots 1 through 105, inclusive, of Tract No. 7447, as shown on a map recorded in Book 282, Pages 7, 8 and 9, of Miscellaneous Maps, records of Orange County, California (Tract No. 7447);

Lots A and 1 through 104, inclusive, of Tract No. 7515, as shown on a map recorded in Book 291, Pages 19 to 22, inclusive, of Miscellaneous Maps, records of Orange County, California (Tract No. 7515);

Lots 1 through 127, inclusive, and Lot A of Tract No. 6782, as shown on a map recorded in Book 299, Pages 17 to 19, inclusive of Miscellaneous Maps, records of Orange County, California, excepting therefrom that portion of said Lot 127 as more particularly described in Exhibit "A" to that certain Supplementary Declaration of Covenants, Conditions and Restrictions (Niguel Shores Park, Parcel No. 2) recorded May 19, 1972 at Book 10133, Page 610 of the Official Records of Orange County, California, (Tract No. 6782);

Lot B and Lots 1 through 13, inclusive, of Tract No. 7573, as shown on a map recorded in Book 302, Pages 12 and 13, of Miscellaneous Maps, records of Orange County, California (Tract No. 7573);

Lots 1 through 98, inclusive, of Tract No. 6884, as shown on a map recorded in Book 304, Pages 27 to 31, inclusive, of Miscellaneous Maps, records of Orange County, California (Tract No. 6884);

Lots 1 through 45, inclusive, of Tract No. 6881, as shown on a map recorded in Book 3111, Pages 33 to 36, inclusive, of Miscellaneous Maps, records of Orange County, California (Tract No. 6881);

Lots 1 through 81, inclusive of Tract No. 8602, as shown on a map recorded in Book 342, Pages 19 to 23, inclusive, of Miscellaneous Maps, records of Orange County, California (Tract No. 8602);

Lots 1 through 48, inclusive, and Lot A of Tract 8038, as shown on a map recorded in Book 316, Pages

26 and 27 of Miscellaneous Maps, Records of Orange County, California (Tract 8038);

Lots 1 through 79, inclusive, of Tract 9098, as shown on a Map recorded in Book 397, Pages 24 to 28, inclusive, of Miscellaneous Maps, in the Office of the Orange County Recorder (Tract No. 9098);

That portion of Section 16, Township 8 South, Range 8 West, S.B.M., in the County of Orange, State of California, as per the official plat of said land being filed in the District Land Office on April 12, 1875, described as follows:

Beginning at the Northwest corner of Lot 1, of Tract No. 6935, as shown on a map recorded in book 259 pages 39 to 42, inclusive, of Miscellaneous Maps, records of said County; thence along the boundary of said Tract, S $8^{\circ} 21' 18''$ W. 187.19 feet; thence leaving the boundary of said Tract, S $86^{\circ} 00' 00''$ W 146.12 feet; thence N $52^{\circ} 17' 34''$ W 127.75 feet to a point on a non-tangent curve concave Southwesterly and having a radius of 320.00 feet, said curve also being the Southerly line of Niguel Shores Drive as shown on said Tract, a radial to said point bears N $50^{\circ} 55' 28''$ W; thence Northeasterly along said curve and said Southerly line, 310.05 feet through a central angle of $55^{\circ} 30' 51''$ to the point of beginning (the "Tennis Courts");

That portion of Section 16, Township 8 South, Range 8 West, San Bernardino Meridian in the County of Orange, State of California, as per the official plat of said land filed in the District land Office on April 12, 1875, described as follows:

Beginning at the Northwesterly terminus of that certain course described as having a bearing and length of N $52^{\circ} 17' 34''$ W 127.75 feet in the boundary of the land described in deed recorded on June 26, 1970 in book 9329, page 362 of Official Records of said County, said terminus being in that certain curve having a central angle of $69^{\circ} 31' 01''$ a radius of 320.00 feet and a length of 388.26 feet in the Southeasterly line of Niguel Shores Drive, 60 feet wide, as shown on map of Tract No. 6935 recorded in book 259, pages 39 to 42, inclusive, of Miscellaneous Maps in the office of the County Recorder of said County; thence along said Southeasterly line Southwesterly along said curve through a central angle of $6^{\circ} 23' 00''$ a distance of 35.65 feet and tangent to said curve S $32^{\circ} 41' 32''$ W 190.14 feet; thence leaving said Southeasterly line S $57^{\circ} 18' 28''$ E 75.00 feet; thence N $32^{\circ} 41'$

32" E 88.11 feet; thence N 58° 00' 00" E 101.62 feet; thence S 32° 00' 00" E 140.00 feet; thence S 58° 00' 00" W 172.00 feet; thence S 39° 00' 00" E 71.50 feet; thence N 68° 20' 00" E 100.00 feet; thence S 73° 20' 00" E 64.50 feet; thence N 76° 40' 25" E 100.00 feet to the Westerly line of Lot 8 of said Tract No. 6935; thence along said Westerly line and the Westerly line of Lots 3 through 7 of said Tract N 13° 19' 35" W 161.50 feet, N 8° 44' 46" W 98.65 feet and N 8° 21' 18" E 2.80 feet to the boundary of the land described in said deed; thence along said boundary S 86° 00' 00" W 146.12 feet and N 52° 17' 34" W 127.75 feet to the point of beginning.

Containing an area of 1.629 acres, more or less.

do hereby amend the Declaration as hereinafter set forth (Statement of Names pursuant to Government Code Section 27288.1 is attached hereto as Exhibit "A" and incorporated herein), such amendments to be effective on December 3, 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

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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

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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.

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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.

The undersigned President and Secretary of Niguel Shores Community Association hereby certify that the corrections and amendments contained in this Restated Amendment accurately reflect the amendments which were approved by a majority of the voting power of the Association pursuant to Article XI, Section 1 of the Declaration of Establishment of Protective Covenants, Conditions and Restrictions and Civil Code Section 1355. Except as corrected herein, the Amendment is hereby republished in its entirety, and shall remain valid as of its original date of recordation of November 7, 1989, and effective as of its original effective date of December 3, 1989. The Statement of Names required by Government Code Section 27288.1 is attached hereto as Exhibit "A" and incorporated herein.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed this 25th day of January, 1990.

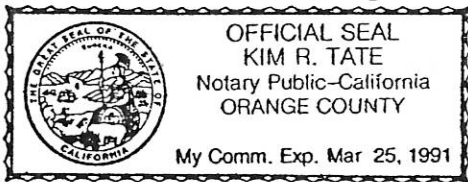
NIGUEL SHORES COMMUNITY ASSOCIATION,
a California Nonprofit Mutual
Benefit Corporation

By: Javier E. Acuña
Its President

By: R. A. Prude
Its Secretary

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

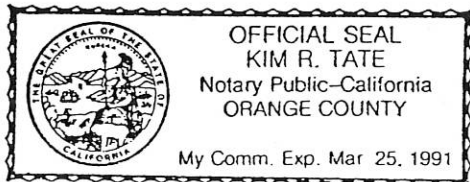
On this 25th day of January, in the year 1990, before me, Kim R. Tate, a Notary Public in and for said County and State, personally appeared Samuel G. Aldrich, Jr., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as President on behalf of the corporation therein named and acknowledged to me that the corporation executed it.



Kim R. Tate
Notary Public in and for Said
County and State

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

On this 25th day of January, in the year 1990, before me, Kim R. Tate, a Notary Public in and for said County and State, personally appeared D. A. Suedeke, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as Secretary on behalf of the corporation therein named and acknowledged to me that the corporation executed it.



Kim R. Tate
Notary Public in and for Said
County and State

(04-01-90)

C. All new driveway or remodel driveway construction shall provide across the front of the driveway by the sidewalk the following FVC items to take care of NSCA electrical and water lines. Pipes are to be extended one foot on both sides of driveway so connections can be made.

One 3/4" FVC electrical conduit
One 3/4" FVC water pipe

3137 Walls and Fences (1-18-89)

A. Property line walls and fences shall be constructed of a material which is consistent with the design character of the residence. Chain link and grape stake fences are prohibited except as temporary fences during actual construction of another structure.

B. Height and location of all fences shall be such that views are not obstructed. The general rule is that fences on the view portion of the lot may not exceed three feet in height, including any wind screen attached to top. Committee approval is required as set forth under preceding sections.

C. Any addition to or replacement of an existing fence which changes the height, color, material or placement of the fence requires Committee approval.

D. Sea Terrace Townhomes Association I (Tracts 7515, 6881, 6884) members may replace existing wood fences with same design or with slumpstone of specified color, material, size and height to conform to community standards on file at the Association office. All fences must conform with previous fencing regarding height and placement. Wrought iron is also an option for the original front fence only. Members are responsible for costs and Association and County permits, where applicable. The exception to the choice of wood or slumpstone is not applicable to rear fences adjacent to greenbelt areas. These fences are to remain wood.

3138 Driveways (1-4-89)

A. Any change in original driveway must have approval of Committee.

B. Asphalt or asphaltic concrete driveways are not permitted.

C. Install the following across the front of the driveway by the sidewalk to take care of NSCA electrical and water lines. Pipes are to be extended one foot on both sides of driveway so connections can be made.

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3139 Roofs (4-19-89)

A. Any change in type of roofing or deviation in color from the original requires the approval of the Committee.

B. Approved roofing materials for pitched roofs:

Wood shingles, wood shakes, clay tile, concrete tile (equivalent to Cal Shake) and Decra Tile (or equivalent), Hardishake (installed to Class A specification).

C. Gravel

Gravel may be used on flat roofs only. Color of gravel shall be submitted for approval to the Committee (no white gravel allowed). Generally color will be beige or brown. Gray may be approved when this goes best with house color.

3141 Front Yard Improvements in Sea Terrace I and II (02-21-90)

No improvements or changes of any kind, including structures (driveways and walkways) may be made in the front yard of any lot in Sea Terrace I (Tracts 7515, 6881, 6884) and Sea Terrace II (Tract 8602) without the prior written approval of the Architectural Control Committee (Committee).

1. Easements have been granted to the Niguel Shores Community Association for the maintenance of the entire front yard of each lot in these tracts. Any application for encroachment or improvement on these easements will require applicant's written agreement to waive the Committee's thirty (30) day approval or disapproval provision of the Covenants, Conditions and Restrictions (CC&Rs) and applicant shall agree to a sixty (60) day Architectural Control Committee review period.

2. All applications submitted under this section for improvement(s) will be reviewed by the Board of Directors of the Sea Terrace Association in which the lot is located for their comments and recommendations. Their recommendations will be considered by the Architectural Control Committee prior to the Committee's final approval or disapproval of such an application.

(04-01-90)

3. Conditions of approval may require and include, but not be limited to:

A. The improvement area be fully described in a covenant running with the land executed by the owner in a form acceptable to NSCA to be recorded as part of the title to the property. Such covenant shall provide that the owner and his successors and assigns shall be completely responsible for future repair, maintenance and replacement of such improvement(s) or change(s). If the improvement(s) encompass exterior walls or fences, the Sea Terrace I and II Association shall also be a party to the covenant. Such covenant shall be executed prior to any improvement(s) being commenced.

B. NSCA Board of Directors consent and execution of a covenant to be recorded in connection with approved improvement(s).

C. A flat processing fee of \$500 covering actual legal and architectural costs of preparation and recording of the Covenant and any other expenses related thereto.

**3143 Proposed Improvements On Slope Control Areas
Tract 6988 "Breakers Isle" (02-21-90)**

No improvements of any kind, including structures, landscaping, driveways, walkways, etc. may be made by owners on the Association slope control area easements of any lot in Tract 6988 without the prior, written approval of the Architectural Control Committee (Committee) and the Board of Directors of NSCA. Applicants should be aware that applications will be considered by the Architectural Control Committee and the Board of Directors, among other things, in accordance with the recorded CC&Rs, Article IX, Section 17 (Master Declaration) which states:

" . . . No structure, planting or other material shall be placed or permitted to remain, or other activities undertaken on slope control areas which might damage or interfere with established slope ratios, create erosion or sliding problems, or interfere with established drainage functions or facilities.

1. Easements have been granted to the Niguel Shores Community Association over slopes for walkway, slope maintenance and drainage purposes. Any application for encroachment or improvement on or within these easements will necessitate applicant's written agreement to waive the Committee's thirty (30) day approval or disapproval provision of the Covenants, Conditions and Restrictions (CC&Rs) and agree to a ninety (90) day Architectural Control Committee and NSCA Board of Directors review period.

2. All applications submitted under this section for improvement(s) will be reviewed by the Board of Directors, following review by the Committee, for the Board's comments, requirements, conditions, recommendations, and approval or disapproval as to placement upon the Association's easements.

3. All applications should be supported by (include):

- A. Engineer's report
- B. Soils report
- C. Landscape plan (irrigation plans)
- D. Complete, detailed construction plans

or such other or additional reports and information as may be required by the Architectural Control Committee or the Board of Directors.

4. Conditions of approval may require and include, but not be limited to:

A. A Covenant Running With The Land describing the improvement area to be executed by the owner in a form acceptable to NSCA to be recorded as part of the title to the owner's property. Such covenant shall provide, among other things, that the owner and his successors and assigns shall be completely responsible for the design, construction, future repair, maintenance and replacement of such improvement(s) or change(s), and indemnify the Association and its representative(s) against claims arising from such improvement(s).

B. NSCA Board of Directors' consent and execution for the covenant to be recorded in connection with approved improvement(s).

C. Fees and costs as detailed below:

- 1) A flat processing fee of \$1,000 plus.
- 2) Legal and administrative costs of preparation and recording of the Covenant
- 3) Cost(s) of plan review by NSCA consultants, and
- 4) Any other NSCA expenses related to the handling and processing of the applicant's request.