

CHICAGO TITLE CO.

Recording Requested By:

CROWN POINTE OF MALIBU HOA

And When Recorded Mail to:

**CROWN POINTE OF MALIBU HOA
21800 Oxnard Street, Suite 1190
Woodland Hills, CA 91367**


20131024-00177041-0 1/37
Ventura County Clerk and Recorder
MARK A. LUNN
10/24/2013 08:00:00 AM
764946 \$123.00 VA

(SPACE ABOVE FOR RECORDER'S USE)

**FIRST AMENDMENT
TO
THE SECOND AMENDED AND COMPLETELY RESTATED
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND GRANT AND RESERVATION OF EASEMENTS
FOR
MARISOL – TRACT NOS. 4483 AND 5457**

AND

ANNEXATION OF ADDITIONAL PROPERTY

(A Planned Residential Development)

This First Amendment to the Second Amended and Completely Restated Declaration of Covenants, Conditions, Restrictions and Grant and Reservation of Easements for Marisol – Tract Nos. 4483 and 5457 and Annexation of Additional Property ("First Amendment") is dated as of the 12th day of SEPTEMBER, 2013.

RECITALS

WHEREAS, the Second Amended and Completely Restated Declaration of Covenants, Conditions, Restrictions and Grant and Reservation of Easements for Marisol ("Declaration") was recorded February 14, 2011, as Instrument No. 20110214-00024632-0, in the Official Records of Ventura County affecting that certain real property in Ventura County, State of California described as follows:

Lots 1 through 9, inclusive, and Lot 11 of Tract No. 4483 and Lots 1 through 4 of Tract No. 5457, County of Ventura, State of California, as per Map filed in Book 146, Pages 19 through 22, inclusive, of Miscellaneous Records (Maps), in the Official Records of the County Recorder of said County (the "Phase 1 Property").

WHEREAS, Article XI of the Declaration provides for the annexation of Additional Property (as defined therein and sometimes referred to herein as "Parcel 5845") which has been subdivided into three (3) legal lots pursuant to Parcel Map 5845, which lots are legally described in Exhibit A attached hereto and are sometimes referred to herein collectively as "Lots 1 through 3 of Parcel 5845", and pursuant to Article XI, Declarant now desires to annex such Lots into the Development and make such Lots subject to the Declaration as herein amended;

WHEREAS, three (3) lots in the Development have been conveyed and are no longer owned by the Declarant, there are now two (2) classes of Members in the Association. Accordingly, pursuant to Section 14.01(b) of the Declaration, an amendment to the Declaration requires the approval at least 67% of the Members of each Class, and

WHEREAS, the Members of each Class have voted unanimously to amend the Declaration as provided in this First Amendment;

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Annexation.

Pursuant to Section 11.02 of the Declaration, the Additional Property, consisting of three (3) separate legal lots as described on Exhibit A attached hereto, each of which is hereby annexed to and made a part of the Development that is subject to the Declaration and the Declaration, from and after the date of recording this First Amendment, shall apply to both the Phase 1 Property and the Additional Property, consisting of seventeen (17) legal lots in total and together constituting the Development which is subject to the Declaration.

2. Revised Exhibits.

2.1 Exhibit C - Common Area, Association Maintenance Areas and Restricted Dune Areas.

Exhibit C to the Declaration showing the Common Area, Association Maintenance Areas and Restricted Dune Areas is hereby revised to remove extraneous lines shown within the Additional Property from the Exhibit and the revised exhibit is attached hereto as Exhibit C, which replaces Exhibit C to the Declaration in its entirety.

2.2 Exhibit D - Project Drainage Facilities and Easements.

Exhibit D to the Declaration showing the Project Drainage Facilities and Easements is hereby revised to remove extraneous lines shown within the Additional Property from the Exhibit and the revised exhibit is attached hereto as Exhibit D, which replaces Exhibit D to the Declaration in its entirety.

2.3 Exhibit E - Building Envelopes.

Exhibit E to the Declaration showing the Approved Building Envelopes within the Development is hereby revised (i) to show the approved building envelopes for the Additional Property annexed pursuant to Section 1 above, and (ii) to revise the approved building envelopes for

various Lots in the Phase I Property, and the revised exhibit is attached hereto as Exhibit E, which replaces Exhibit E to the Declaration in its entirety.

3. Single Family Residential Use.

Section 3.01(c) is hereby amended and restated in its entirety as follows:

(c) (1) No residential structure shall be erected, altered, placed or permitted to remain on any Lot other than one (1) single-family dwelling and one (1) second dwelling unit and other outbuildings incidental to the residential use of the Lot. The construction of all dwellings (including second dwelling units) shall be located within the "Approved Building Envelopes" identified on Exhibit "E" attached hereto and incorporated herein by reference and shall be limited to one-story on Lots 1 through 9 of Tract 4483, unless a second story envelope is specifically designated on Exhibit E. Notwithstanding the foregoing, the restriction limiting the construction of residential structures to the areas within the Approved Building Envelopes shall not apply to improvements that are part of the residential structure that extend beyond the exterior walls of the residential structure, such as roof overhangs, chimneys, architectural enhancements and mechanical equipment, provided that, the same (a) is allowed by all applicable governmental restrictions, (b) is approved by the Architectural Committee, and (c) otherwise complies with all other provisions of this Declaration and other design guidelines as may be in force at the time. Auxiliary structures and improvements outside the Approved Building Envelopes shall be allowed subject to the provisions in paragraph (2) below, provided the same, in each case, (a) is allowed by all applicable governmental laws or restrictions, (b) is approved by the Architectural Committee, and (c) otherwise complies with all other provisions of this Declaration and other design guidelines as may be in force at the time. In the event of any conflict or ambiguity between any such provisions, the most restrictive provision shall control.

(2) Auxiliary improvements and structures related to the residential use of the Lots may be approved by the Architectural Committee, in its sole and absolute discretion, outside the Approved Building Envelopes, subject to the following:

(i) Ground level improvements such as landscaping, irrigation, lighting, fences, driveways, walkways, walls, pools, patios, observation decks, hardscape, water features, retaining walls, and other similar improvements auxiliary to the residential use of the Lot shall be permitted outside the Approved Building Envelopes. Landscaping may be required by the Architectural Committee to screen any such improvements constructed near the edge of any slope. Ground level decks, patios and similar flat improvements are permissible on all flat areas of the Lots.

(ii) Subject to section 3.01(c)(2)(iii) below, auxiliary structures and improvements above ground level, including, but not limited to, carports, arbors, trellises, patio covers, gazebos, sheds, outdoor kitchens, outdoor showers and other similar structures or improvements, may be located in the flat areas of the primary pad outside the Approved Building Envelopes on Lots 1 through 9 of Tract 4483 and Lots 1 through 4 of Tract 5457, but such structure/improvement shall not exceed ten (10) feet in height and, further provided, if such structure/improvement exceeds the height of the wall on the nearest property line, then such structure/improvement shall maintain the same sideyard setback as applicable to the Approved Building Envelope at its nearest corner. HVAC equipment, trash enclosures, pool water heaters and the like (not to exceed 6 feet in height), may be located in areas outside the Approved Building Envelopes, subject to review and approval of location by the Architectural Committee and shall be reasonably designed and located to mitigate noise and visual impacts on adjacent Lots and Common Areas and shall be shown on the house plans submitted to the Architectural Committee for review.

(iii) No structures, furniture, fixtures, play equipment or any other equipment in excess of 6 feet in height (other than customary patio umbrellas, not to exceed 9 feet in height) shall be located (a) southerly of the Approved Building Envelopes on Parcels 1 through 3 of Parcel 5845, or (b) on the upper building pad on Lot 3 of Parcel 5845. Notwithstanding the foregoing, an enclosed restroom facility (not exceeding forty square feet in size and ten feet in height) and/or an arbor/trellis or other similar structure, open on all sides (not exceeding ten feet in height) may be constructed on the upper building pad on Parcel 3 of Parcel 5845, and shall be designed and screened with landscaping to minimize the visual impact on Ellice Street and the other Lots in the Development.

(iv) No structures, furniture, fixtures, play equipment or any other equipment of any kind shall be located on the slope areas and lower pads (if applicable) to the south of the primary pads on Lots 1 through 9 of Tract 4483 and Lots 1 through 4 of Tract 5457, except for the existing stairs, decks, fencing, retaining walls and other improvements constructed by Declarant on any Lot owned by Declarant (as the same may be replaced or repaired in the same location), and a water return trough and related walls and accessory hardscape reasonably required for a pool located at or near the edge of the building pad at the top of said slopes.

(v) The Architectural Committee may require landscape screening to be installed and maintained by the Owner of any Lot to mitigate visual impacts resulting from any structures or improvements constructed or installed by or for any Lot Owner.

(vi) The Architectural Committee may approve variances from the above restrictions if it determines, in its sole and absolute discretion, that such variance is consistent with the general intent of the foregoing provisions, which is to protect the privacy on each Lot and to minimize visual impacts on adjacent Lots and any such negative impacts will be reasonably mitigated with landscaping or other measures. Mitigation measures required hereunder shall be proposed by the Owner at the time such Owner requests approval for any improvements requiring a variance and shall be reviewed by the Architectural Committee in conjunction with its review of the improvement plans submitted with any request for variance. In connection with its review of any variance request hereunder, the Architectural Committee may add conditions that it determines in its sole and absolute discretion are reasonably necessary to mitigate any potential negative impacts from any proposed improvements requiring a variance. Variances must be approved by a majority vote of the members of the Architectural Committee. If the Architectural Committee approves the variance, a written Variance approving such improvement and specifying any conditions imposed by the Architectural Committee shall be issued by the Architectural Committee and a copy shall be maintained in the records of the Association. Prior to granting any Variance, the Owner shall pay for all costs and fees, including, without limitation, architect fees and legal fees, incurred by the Association and/or Architectural Committee in connection with the review and approval of any request for variance and the preparation and issuance of any such Variance.

(3) Notwithstanding any provision to the contrary in this Declaration, if two or more adjacent Lots are legally merged, the required setback from the property line that is removed shall no longer apply and the Approved Building Envelopes shall also be merged by connecting the nearest corners of the original Approved Building Envelopes on the original lots to create one single Approved Building Envelope for the newly created lot. In addition, the party wall along the removed property line may be removed in whole or in part by such Owner. In the event of such merger, the Lot Owner shall continue to be recognized as the owner of the original two (2) lots for purposes of this Association, with all the rights and obligations hereunder, including voting rights and the payment of dues for such Lots.

4. Leasing.

Section 3.02(a) regarding the minimum term required for any lease to read as follows:

“(a) There is a written agreement and the term is for not less than thirty (30) days;”

5. Parking Regulations.

Section 3.06 is hereby amended as follows:

(i) The last sentence in Section 3.06(a) is deleted and restated in its entirety as follows: “Only Authorized Vehicles may be parked on an Owner’s Lot.”

(ii) Section 3.06(i) is amended and restated in its entirety as follows:

“Each owner shall maintain his garage in a manner which ensures that it is capable of accommodating no less than the number of Authorized Vehicles the space was originally designed for. Vehicles shall not be restored or repaired on the Property, unless parked wholly within a garage with the doors closed.”

(iii) Section 3.06(g) is amended and restated in its entirety as follows:

“Under no circumstances may explosives, fireworks, or highly flammable material such as gasoline, kerosene, oil, oil-based paints, solvents, etc. be stored in any garage, except in reasonable quantities as are customary for household use and in compliance with all governmental rules and regulations regarding same.”

(iv) Section 3.06(m) regarding restriction on washing vehicles is deleted in its entirety.

(v) Association Enforcement. Section 3.06(n) is hereby amended by adding the following sentence at the end of that section:

“For purposes of this section 3.06(n), Ellice Street shall be deemed to be a private street and the Association shall have the right to cause removal of any vehicle, boat or trailer owned or controlled by any Owner or guest of any Owner and parked on Ellice Street in violation of the provisions of this Section 3.06 or such other rules and regulations as adopted by the Board to the same extent as if Ellice Street were a private street.”

6. Drainage Easements.

Section 12.05 (e) is hereby amended and restated in its entirety as follows:

"12.05 (e) In the event Declarant shall have installed any drainage lines or other facilities within the Association Maintenance Areas, which serve two or more Lots, the Association shall have the right, upon reasonable notice, to enter any such Lots to inspect such drainage lines and facilities and shall maintain and repair said lines and facilities so as to keep same in proper operating condition at all times."

7. No Other Changes.

Except as provided herein, all other provisions of the Declaration continue unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Officers of Crown Pointe of Malibu Homeowners Association have executed this First Amendment as of the date first specified above and hereby certify that the Class A Members and Class B Members have approved this First Amendment by the requisite approvals/votes in accordance with the requirements for such amendment pursuant to Section 14.02(b)(2) of the Declaration and the Annexation has been approved pursuant to and in accordance with the provisions of Section 11.01 of the Declaration.

Crown Pointe of Malibu Homeowners Association



By: Richard G. Morris

Its: President



By: Ronald Coleman

Its: Secretary

LIST OF EXHIBITS:

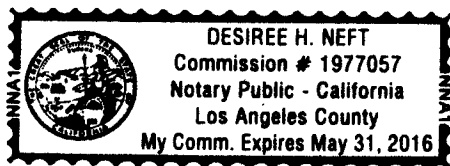
EXHIBIT A	LEGAL DESCRIPTION OF ADDITIONAL PROPERTY
EXHIBIT C (REVISED)	COMMON AREA, ASSOCIATION MAINTENANCE AREAS AND RESTRICTED DUNE AREAS
EXHIBIT D (REVISED)	PROJECT DRAINAGE FACILITIES AND EASEMENTS
EXHIBIT E (REVISED)	APPROVED BUILDING ENVELOPES

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On September 12, 2013, before me, Desiree H. Neft, Notary Public, personally appeared **RICHARD G. MORRIS**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Desiree Wright
Notary Public

(Official Seal Here)

Notary Name: Desiree H. Neft
Notary Registration Number: 1977057
My commission expires: May 31, 2016
Notary Phone: (818) 716-2620
County of Principal Place of Business: Los Angeles

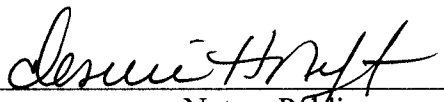
STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On September 12, 2013, before me, Desiree H. Neft, Notary Public, personally appeared **RONALD B. COLEMAN**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.





Notary Public

(Official Seal Here)

Notary Name: Desiree H. Neft
Notary Registration Number: 1977057
My commission expires: May 31, 2016
Notary Phone: (818) 716-2620
County of Principal Place of Business: Los Angeles

EXHIBIT A

LEGAL DESCRIPTION OF ADDITIONAL PROPERTY

Parcels 1, 2 and 3 of Parcel Map No. 5845, in the County of Ventura, State of California as per map filed in Book 69 Pages 84 and 85 of Parcel Maps in the office of the County Recorder of said County.

EXCEPT one-eighth of all minerals, oil, petroleum, asphaltum, gas, coal and other hydrocarbon substances contained in, on within and under said land and every part thereof, as reserved by Marblehead Land Company, in deed recorded November 17, 1940, in Book 628 Page 87 of Official Records.

**EXHIBIT C
(REVISED)**

**COMMON AREA, ASSOCIATION MAINTENANCE AREAS
AND RESTRICTED DUNE AREAS**

(AS SHOWN ON THE MAPS ATTACHED HERETO)

 PERMETER WALL
 RETAINING WALL
 ASSOCIATION MAINTENANCE AREA
 BLUFF RESTRICTED USE AREA
 COMMON AREA
 RESTRICTED ZONE
 PHASE TWO ASSOCIATION MAINTENANCE AREA

SCALE: 1"=80'

COMMON AREA, ASSOCIATION MAINTENANCE AREAS & RESTRICTED DUNE AREAS

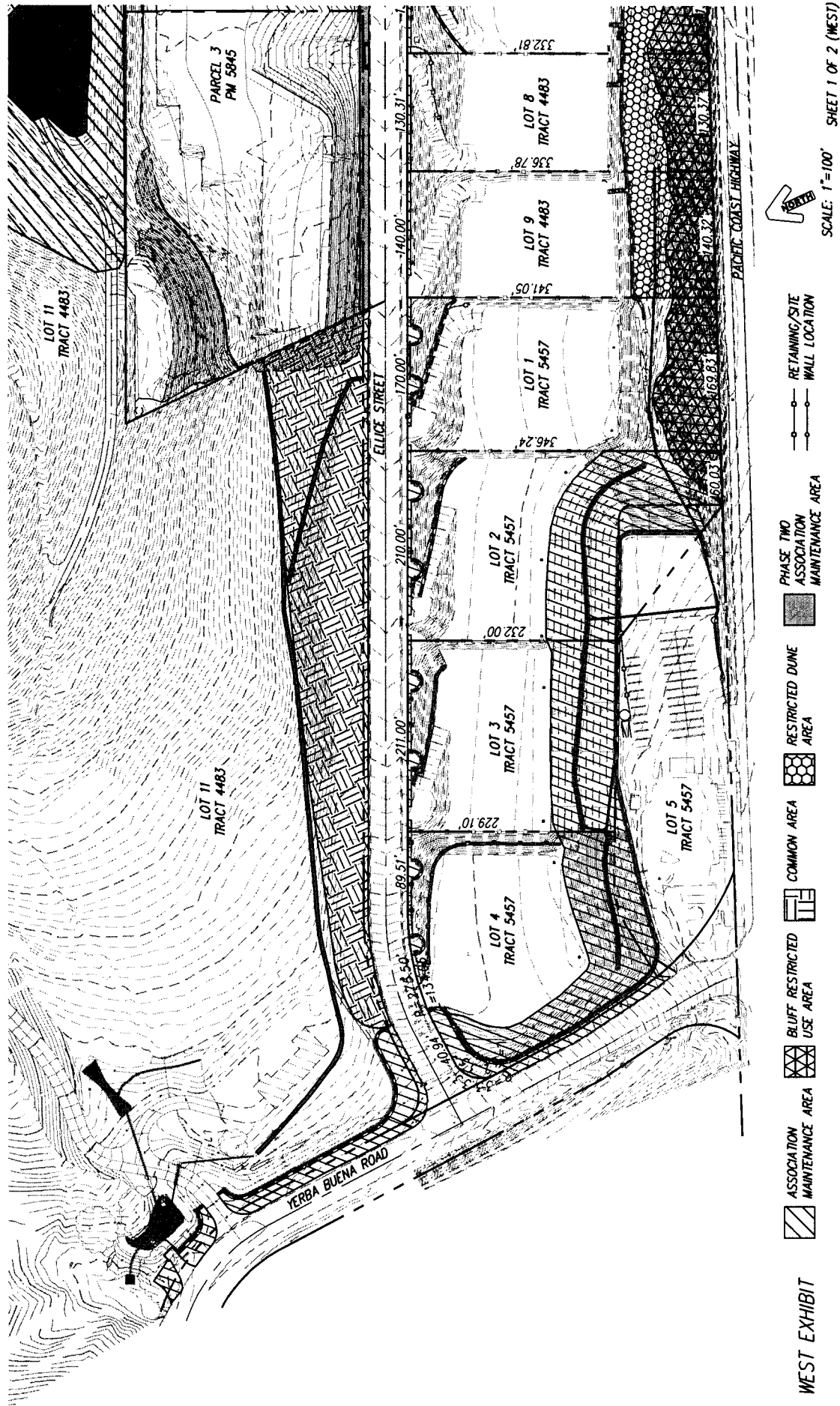
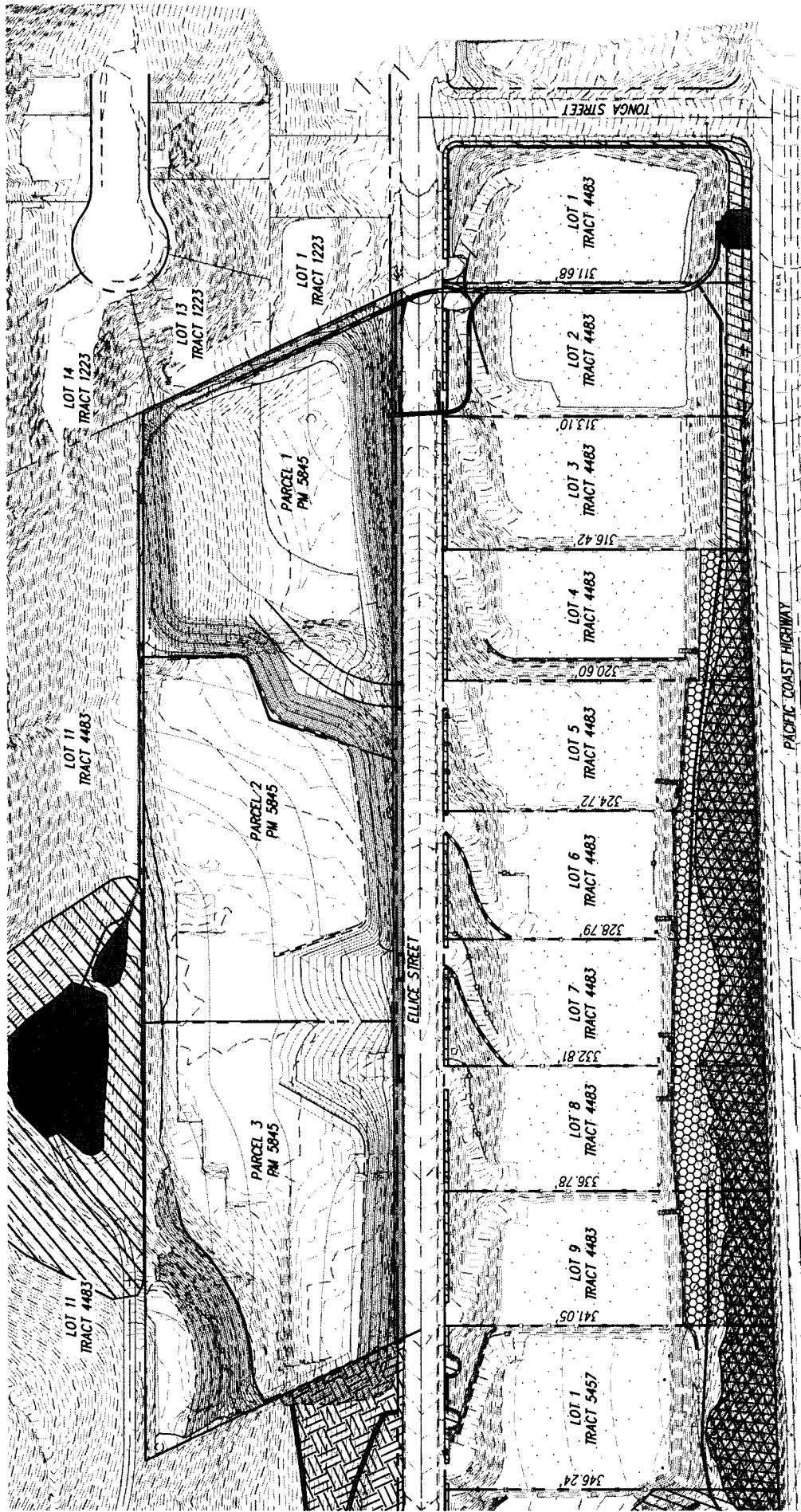


EXHIBIT C

COMMON AREA, ASSOCIATION MAINTENANCE AREAS & RESTRICTED DUNE AREAS



SCALE: 1"=100'

- ASSOCIATION MAINTENANCE AREA
- BLUFF RESTRICTED USE AREA
- COMMON AREA
- RESTRICTED DUNE AREA
- PHASE TWO ASSOCIATION MAINTENANCE AREA
- RETAINING/SITE WALL LOCATION

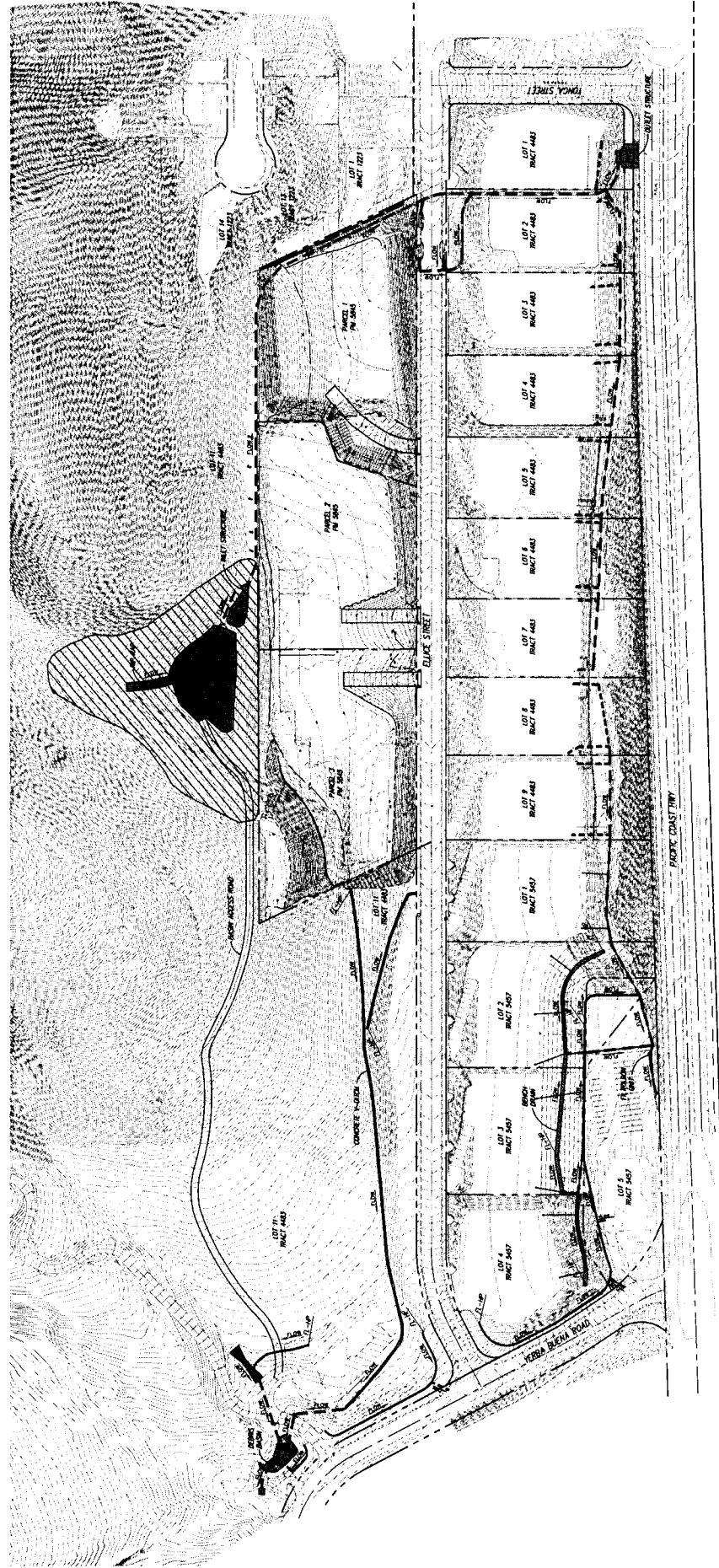
EAST EXHIBIT

**EXHIBIT D
(REVISED)**

PROJECT DRAINAGE FACILITIES AND EASEMENTS

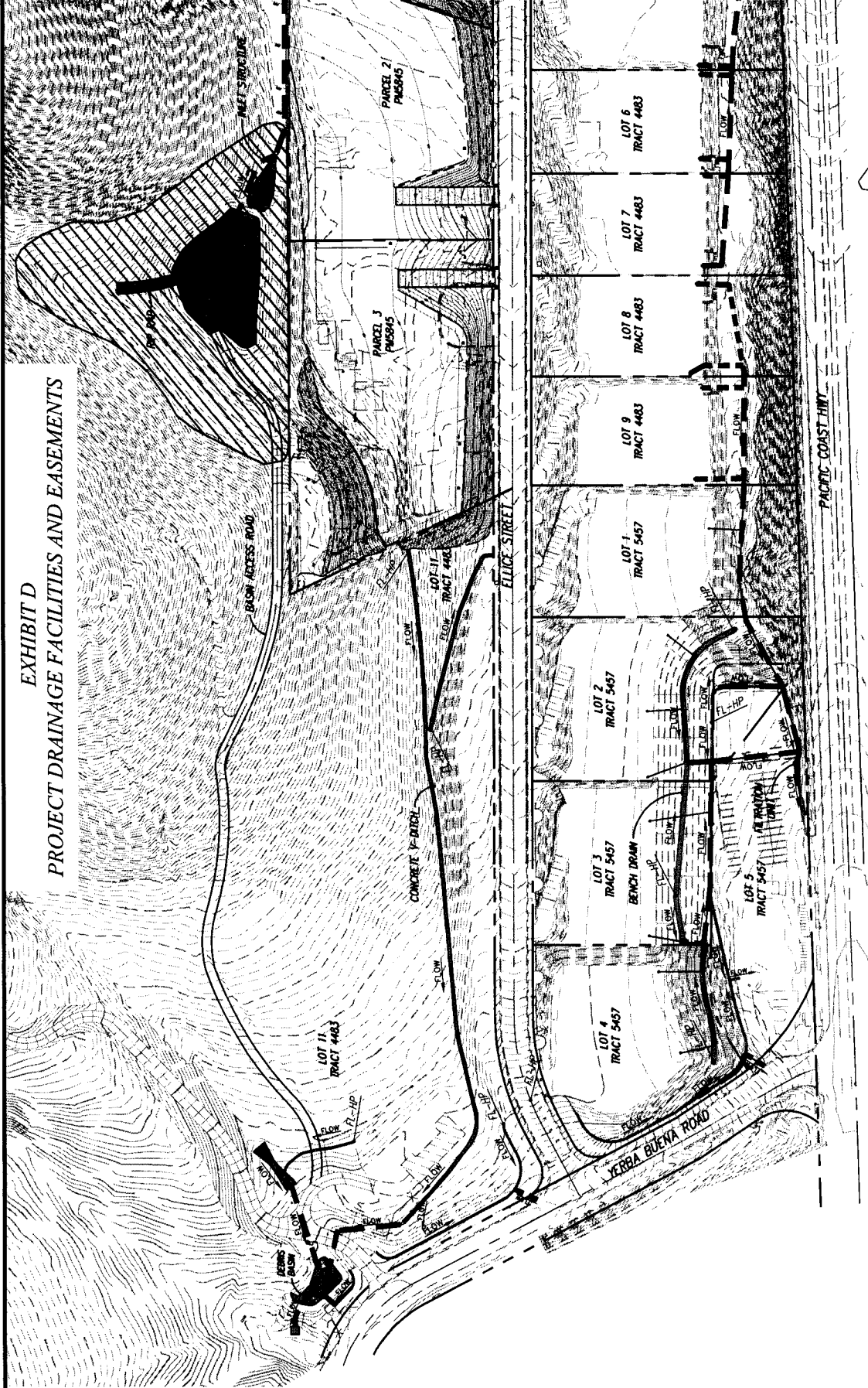
(AS SHOWN ON THE MAPS ATTACHED HERETO)

EXHIBIT D PROJECT DRAINAGE FACILITIES AND EASEMENTS



STORM DRAIN LINES
SURFACE DRAINAGE APPROPRIATIONS
ASSOCIATED IMPROVEMENTS AREAS

EXHIBIT D PROJECT DRAINAGE FACILITIES AND EASEMENTS



WEST DRAINAGE EXHIBIT

- STORM DRAIN LINES
- SURFACE DRAINAGE IMPROVEMENTS
- ▨ ASSOCIATION MAINTENANCE AREA



SCALE: 1"=120'

SHEET 1 OF 2 (WEST)

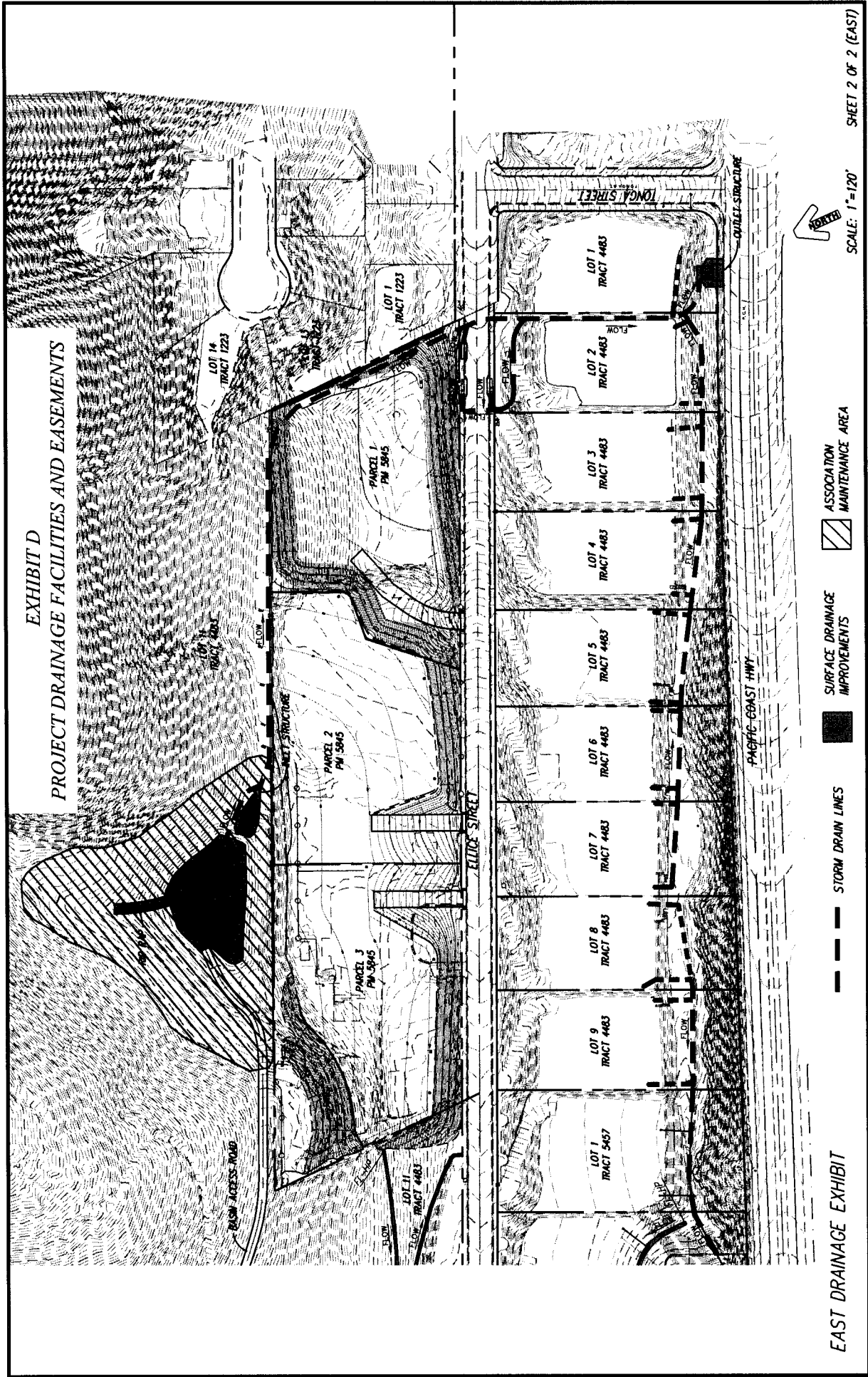
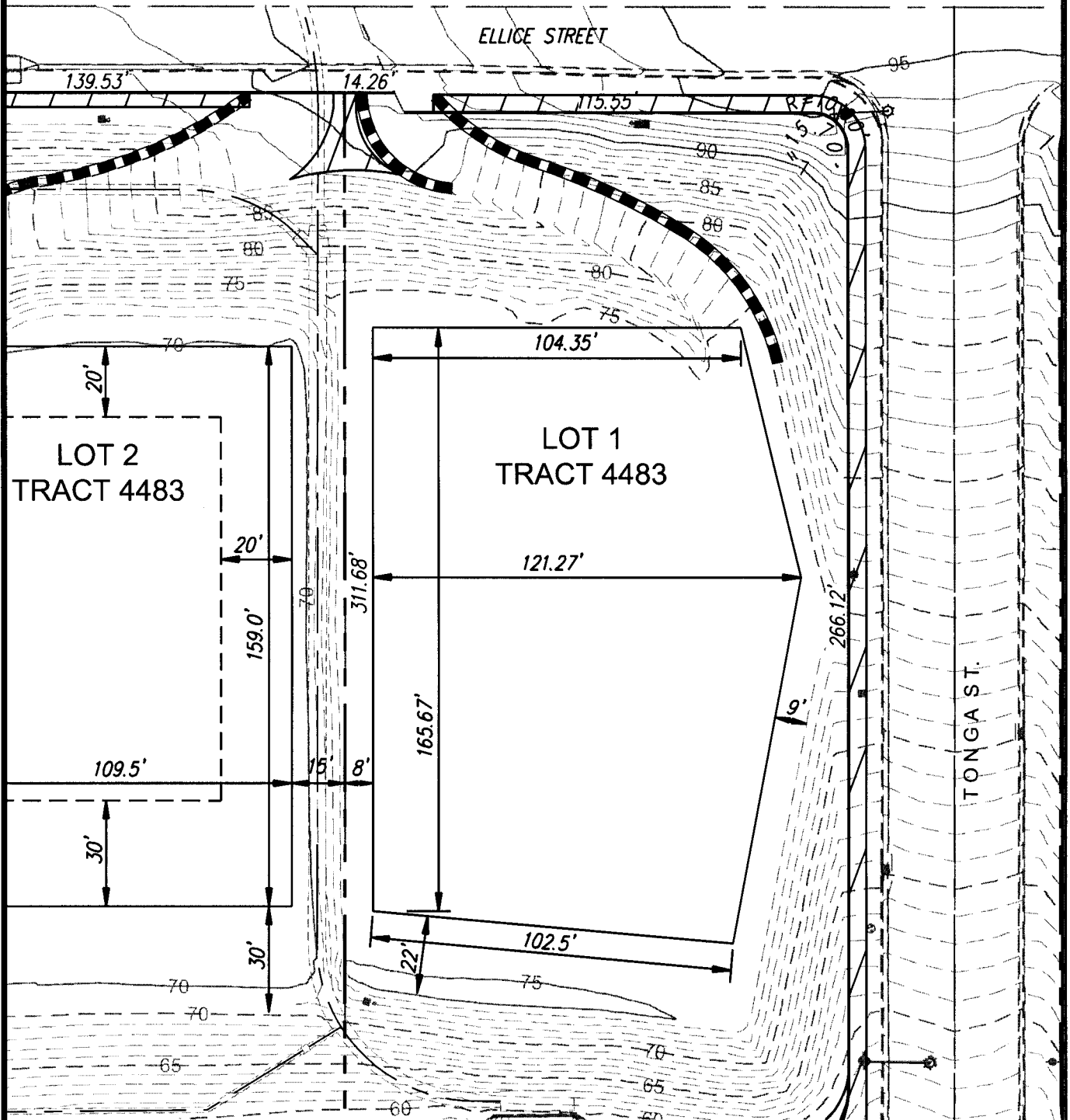


**EXHIBIT E
(REVISED)**

APPROVED BUILDING ENVELOPES

(AS SHOWN ON THE MAPS ATTACHED HERETO)

EXHIBIT E APPROVED BUILDING ENVELOPES



ASSOCIATION
MAINTENANCE AREA



RESTRICTED DUNE
AREA

--- LOT LINE

APPROVED BUILDING ENVELOPES



FIRST
STORY



SECOND
STORY

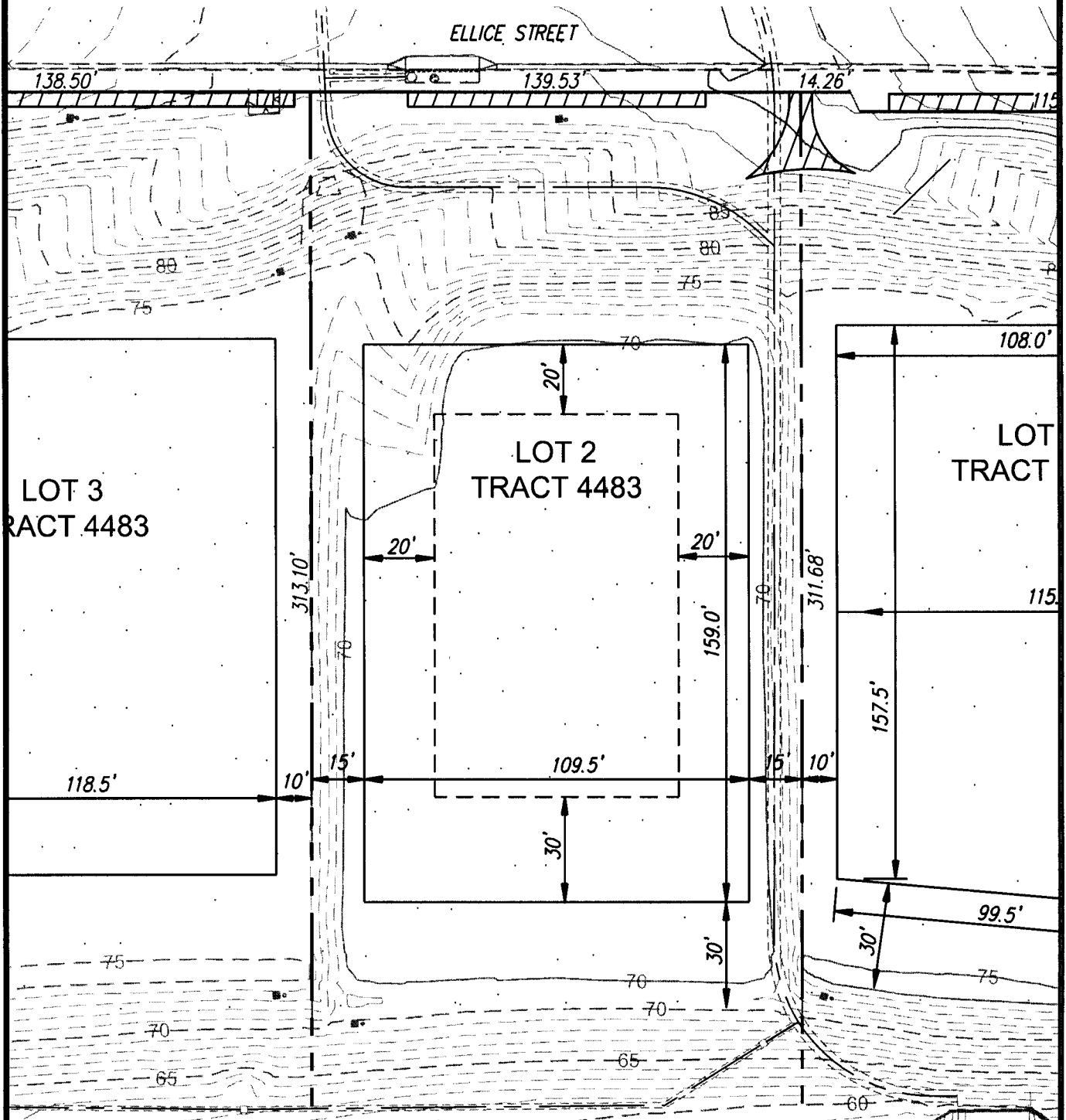
LOT EXHIBIT
LOT 1 TRACT 4483



SCALE: 1"=40'

SHEET OF

EXHIBIT E APPROVED BUILDING ENVELOPES

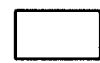
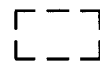


 ASSOCIATION
MAINTENANCE AREA

 RESTRICTED DUNE
AREA

--- LOT LINE

APPROVED BUILDING ENVELOPES

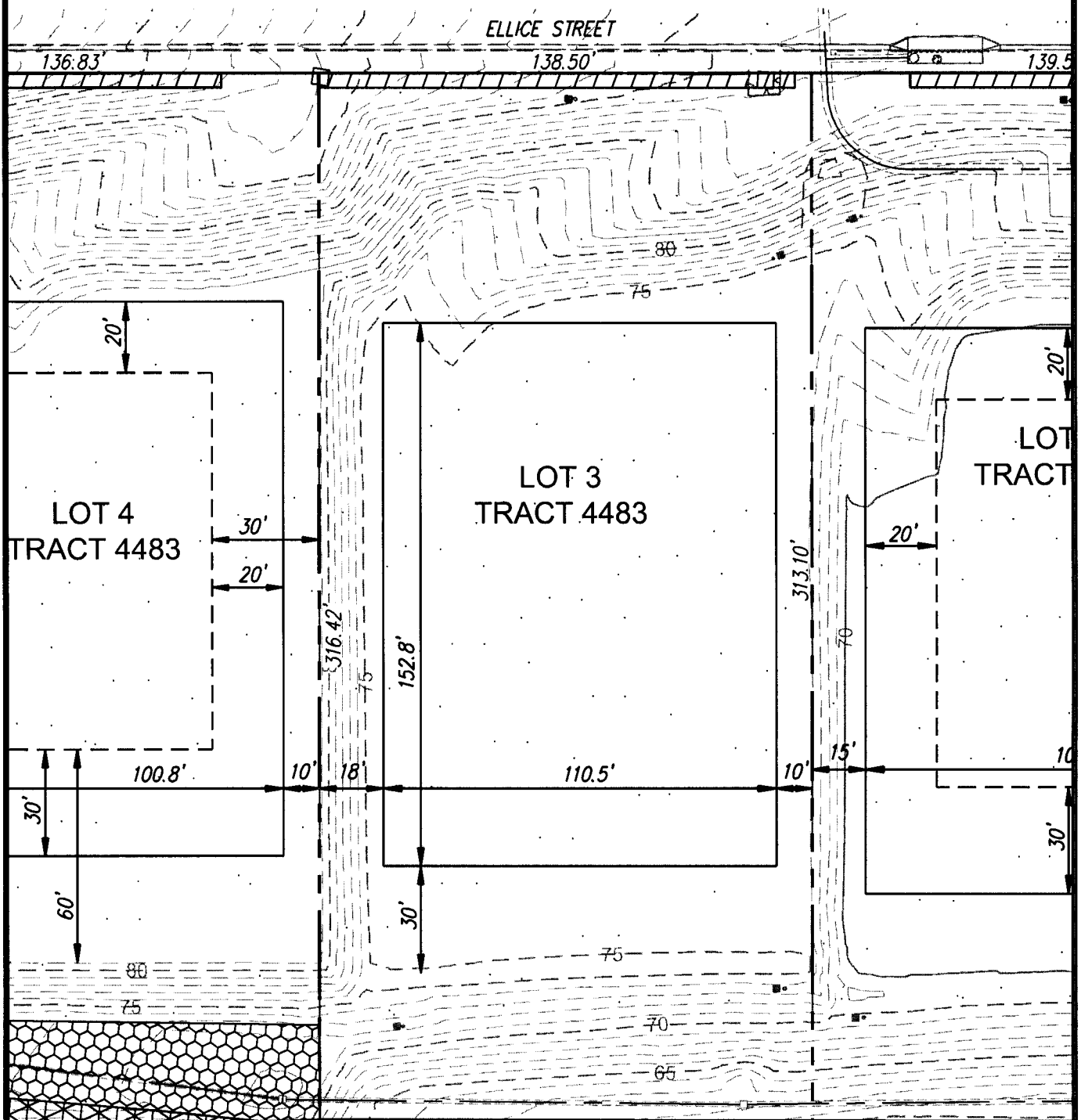
 FIRST
STORY  SECOND
STORY

LOT EXHIBIT
LOT 2 TRACT 4483


SCALE: 1"=40'

SHEET OF

EXHIBIT E APPROVED BUILDING ENVELOPES



ASSOCIATION
MAINTENANCE AREA

BLUFF RESTRICTED
USE AREA

RESTRICTED DUNE
AREA

--- LOT LINE

APPROVED BUILDING ENVELOPES

FIRST STORY SECOND STORY

LOT EXHIBIT
LOT 3 TRACT 4483

SCALE: 1"=40'

SHEET OF

EXHIBIT E APPROVED BUILDING ENVELOPES

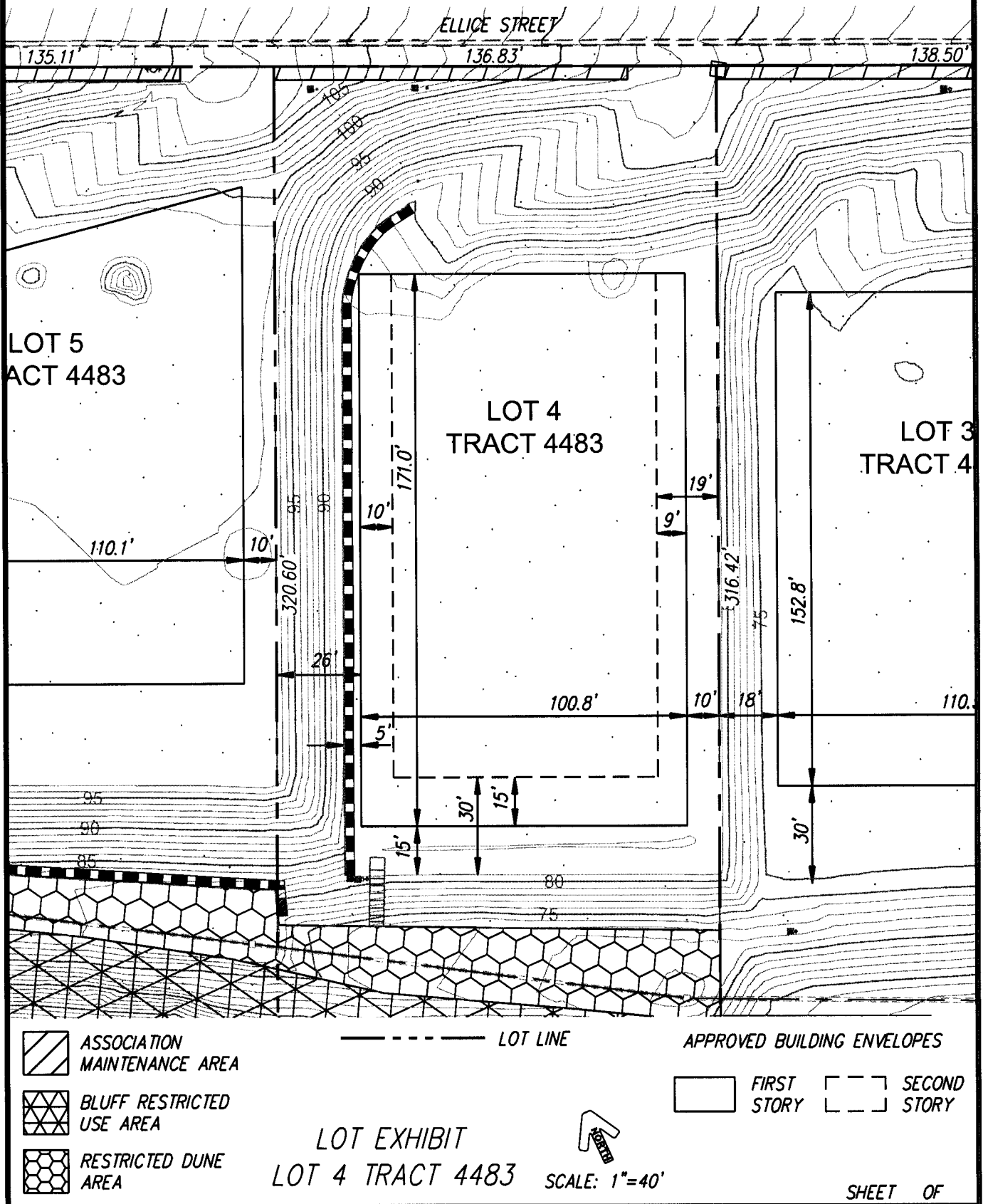


EXHIBIT E APPROVED BUILDING ENVELOPES

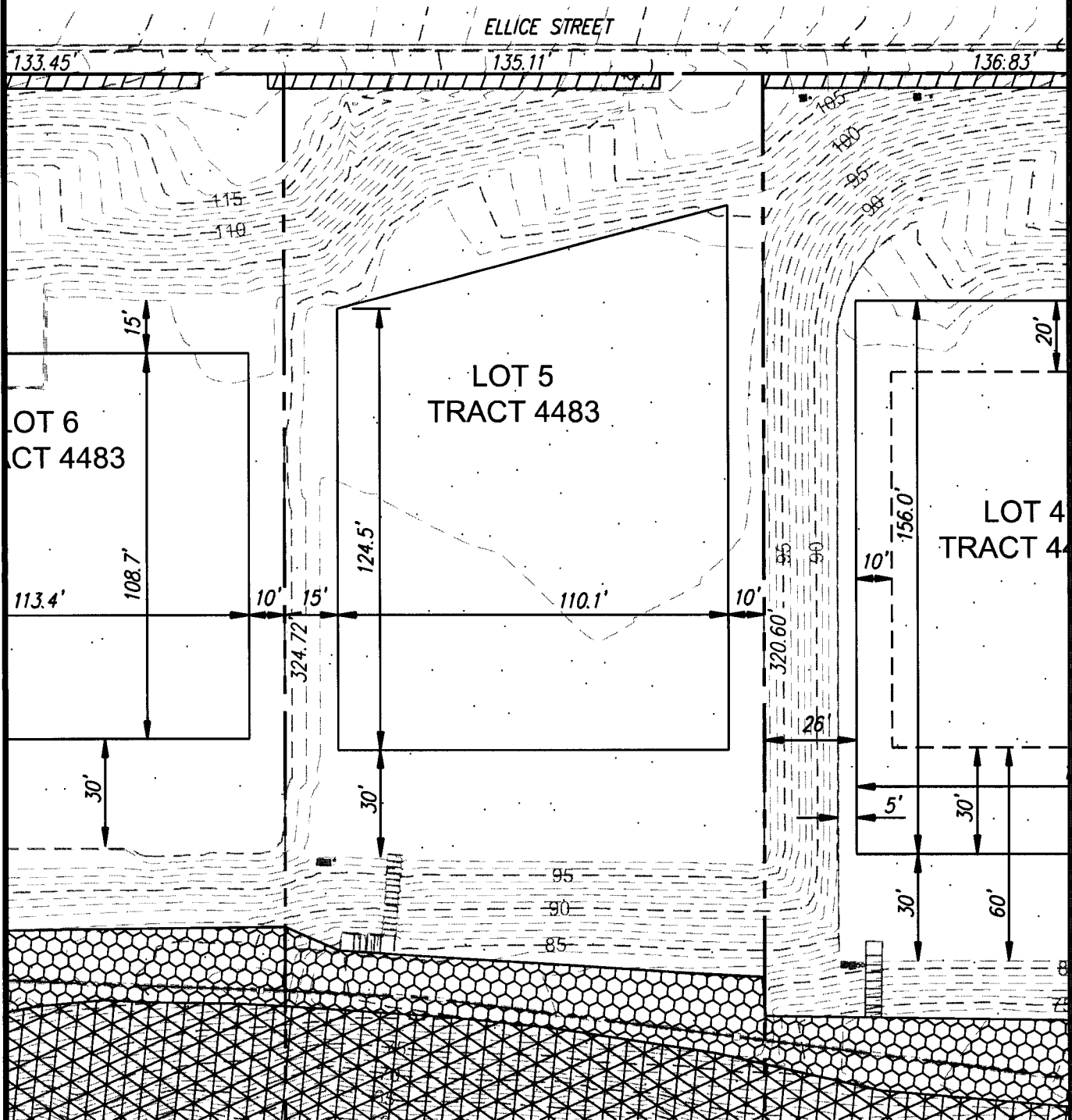
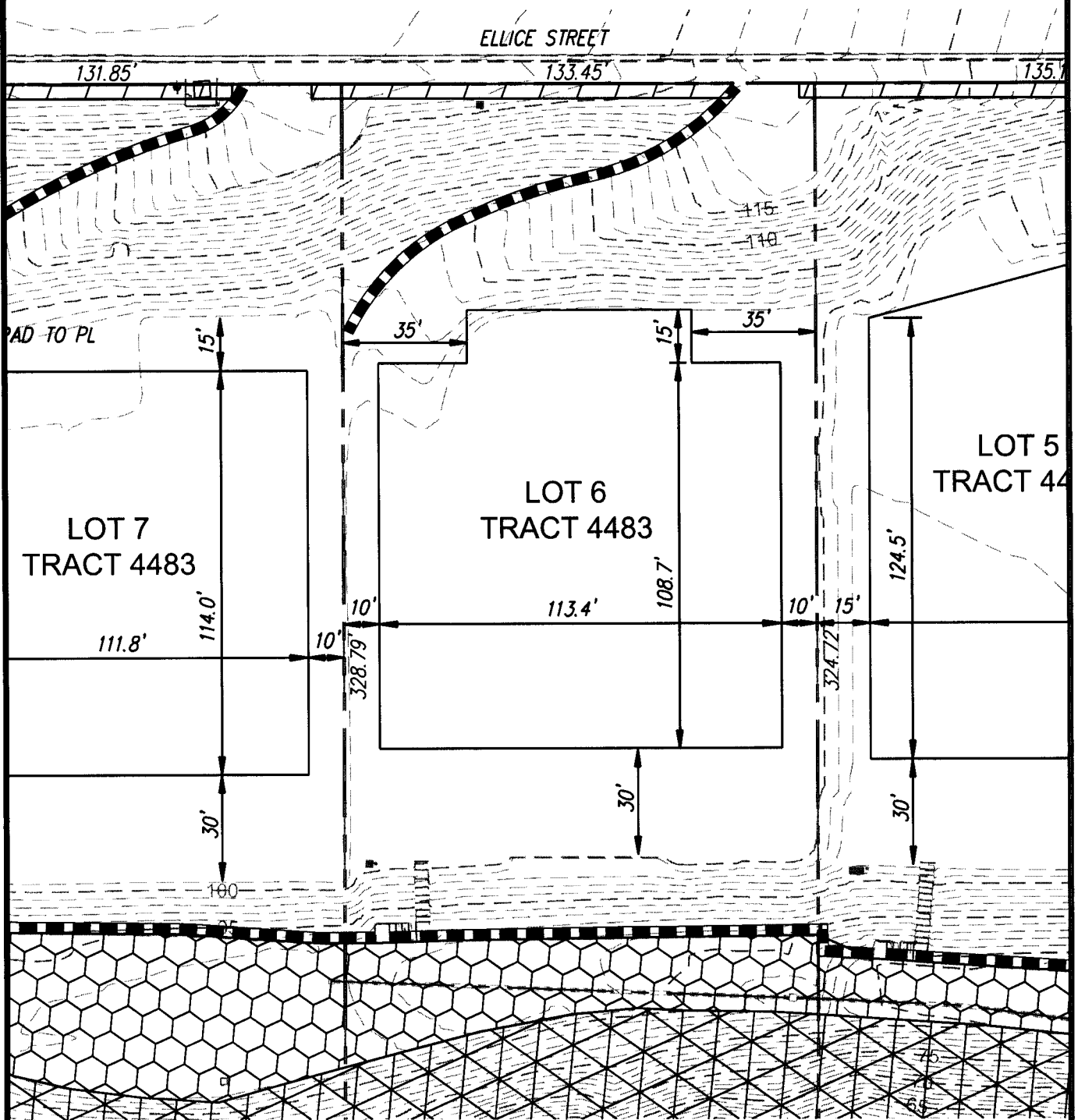


EXHIBIT E APPROVED BUILDING ENVELOPES



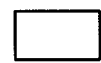
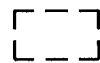
 ASSOCIATION
MAINTENANCE AREA

 BLUFF RESTRICTED
USE AREA

 RESTRICTED DUNE
AREA

--- LOT LINE

APPROVED BUILDING ENVELOPES

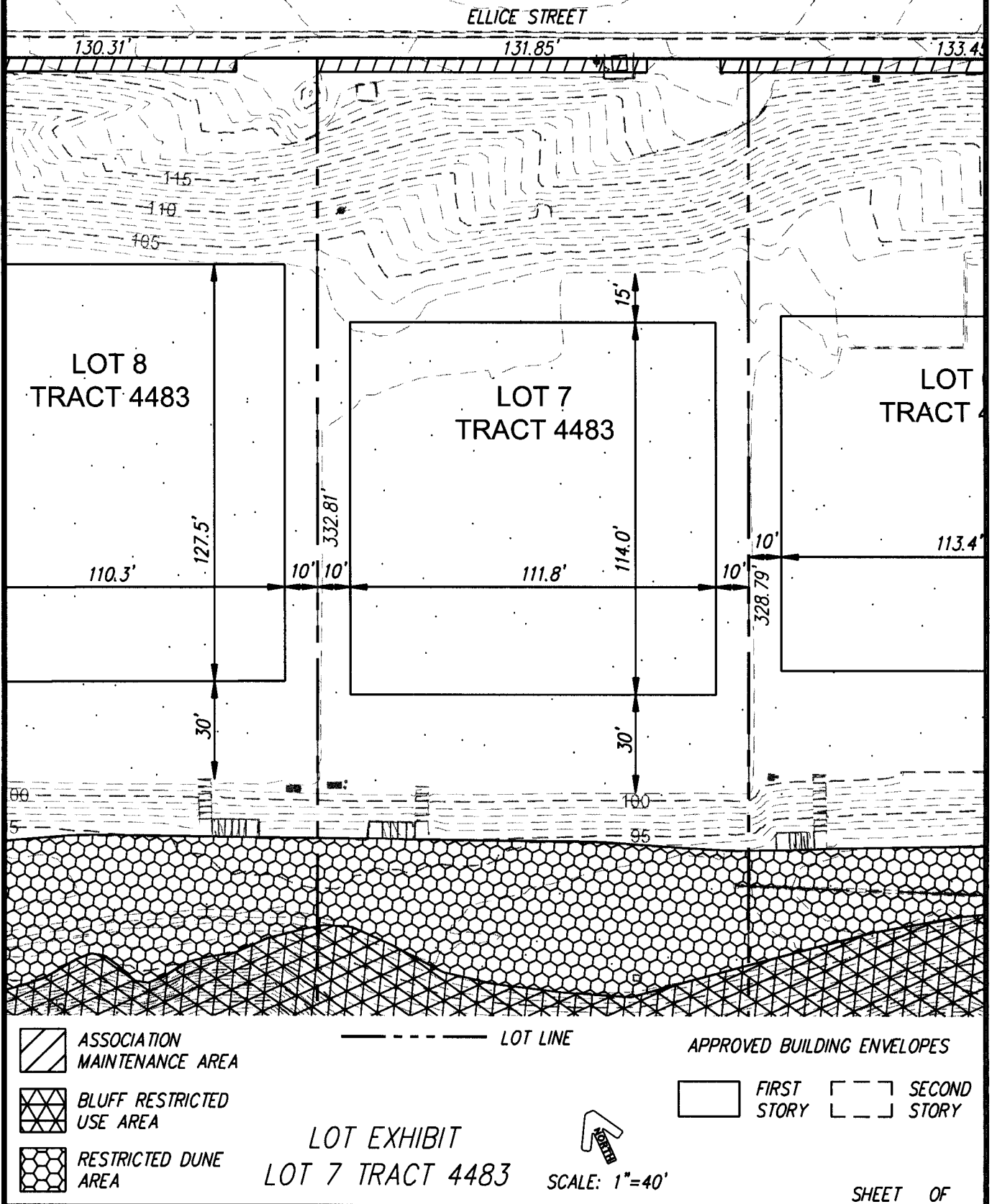
 FIRST
STORY  SECOND
STORY

LOT EXHIBIT
LOT 6 TRACT 4483

 SCALE: 1"=40'

SHEET OF

EXHIBIT E APPROVED BUILDING ENVELOPES



ELLICE STREET



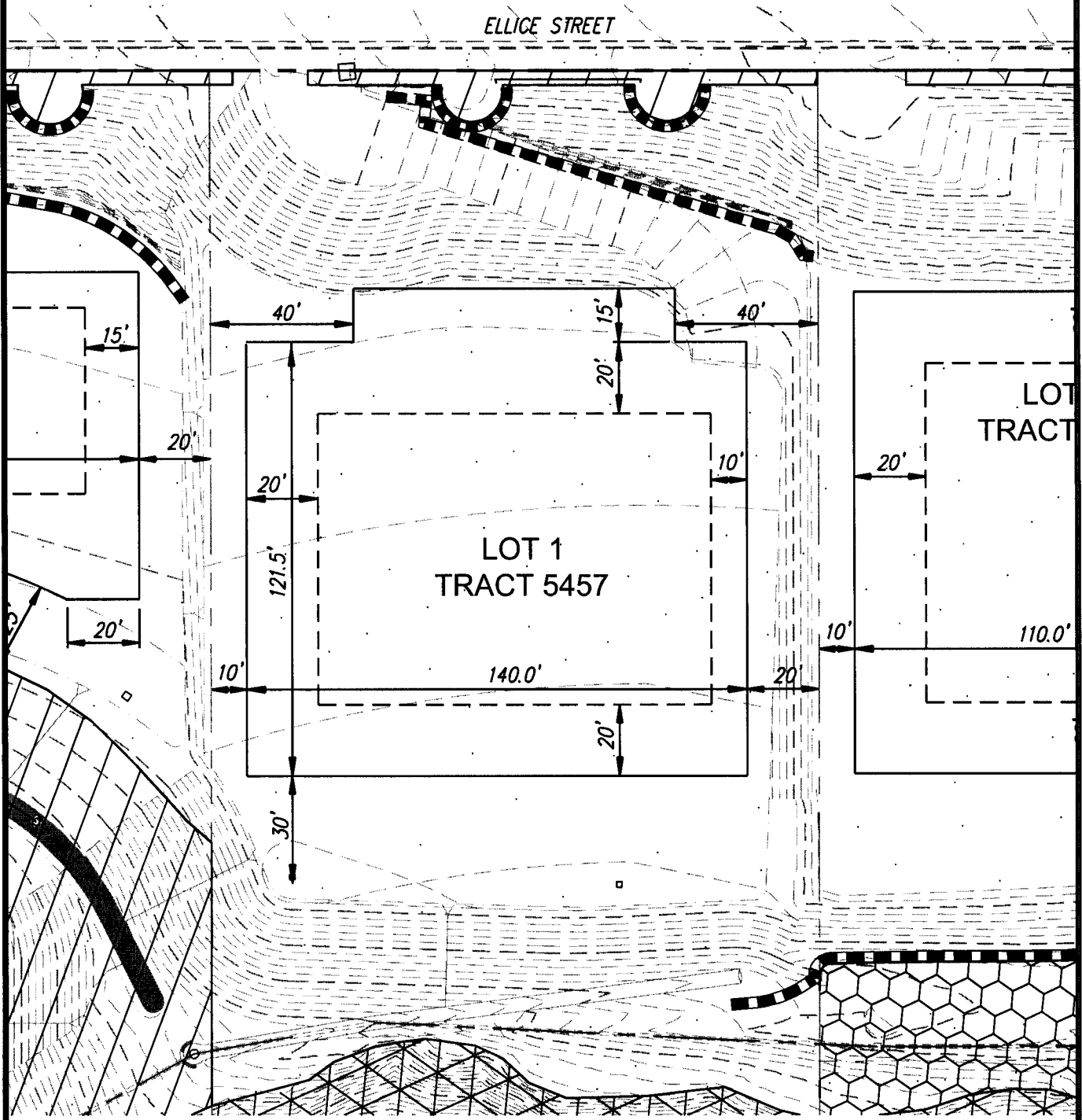
[illegible] RESTRICTED DUNE AREA

SCALE: 1"=40'

☐ FIRST STORY ☐ SECOND STORY

SHEET OF

EXHIBIT E APPROVED BUILDING ENVELOPES



 ASSOCIATION
MAINTENANCE AREA

 BLUFF RESTRICTED
USE AREA

----- LOT LINE

APPROVED BUILDING ENVELOPES

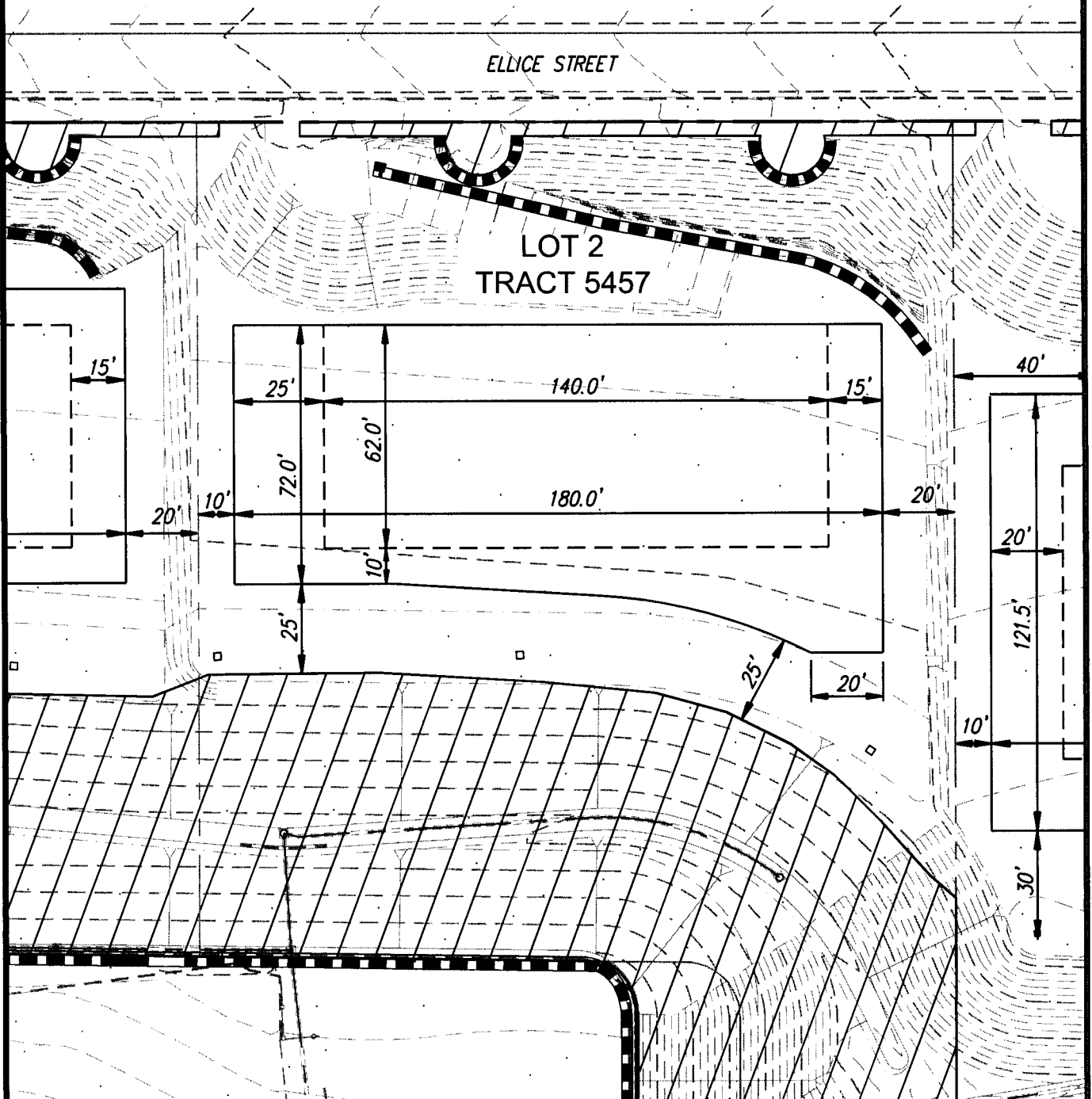
 FIRST
STORY  SECOND
STORY

LOT EXHIBIT
LOT 1 TRACT 5457


SCALE: 1"=40'

SHEET OF

EXHIBIT E APPROVED BUILDING ENVELOPES



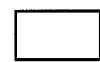
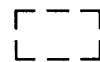
 ASSOCIATION
MAINTENANCE AREA

 LOT LINE

APPROVED BUILDING ENVELOPES

LOT EXHIBIT
LOT 2 TRACT 5457

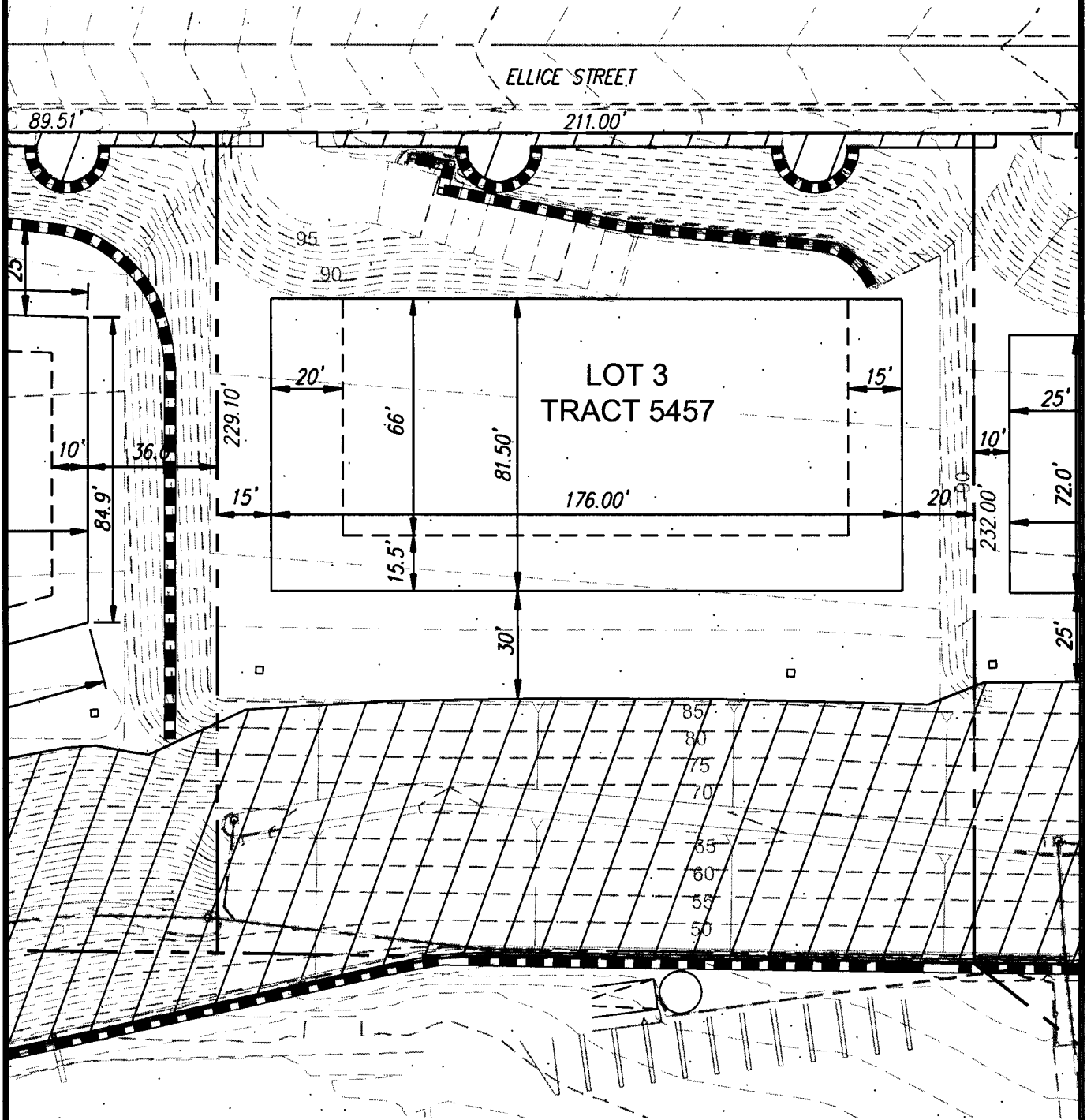

SCALE: 1"=40'

 FIRST STORY  SECOND STORY

SHEET OF

EXHIBIT E

APPROVED BUILDING ENVELOPES



ASSOCIATION
MAINTENANCE AREA

LOT LINE

APPROVED BUILDING ENVELOPES

LOT EXHIBIT
LOT 3 TRACT 5457

SCALE: 1"=40'

FIRST
STORY SECOND
STORY

SHEET OF

[illegible][illegible]

EXHIBIT E APPROVED BUILDING ENVELOPES

The diagram is a detailed site plan for Lot 4, Tract 5457. The lot is irregularly shaped and is bounded by Ellice Street to the north and Yerba Buena Road to the west and south. The plan shows two approved building envelopes: a first-story envelope (solid line) and a second-story envelope (dashed line). The lot is divided into several sections with various dimensions. Key dimensions include a front width of 125.0' and a depth of 160.9'. The plan also shows a curved boundary with a radius of 275.50' and a length of 40.94'. The lot is surrounded by an association maintenance area, indicated by hatching. The plan includes a north arrow and a scale of 1"=40'.

 ASSOCIATION
MAINTENANCE AREA

--- LOT LINE

APPROVED BUILDING ENVELOPES

LOT EXHIBIT
LOT 4 TRACT 5457

SCALE: 1"=40'

 FIRST
STORY  SECOND
STORY

SHEET OF

[illegible]

EXHIBIT E

LOT 11

LOT EXHIBIT

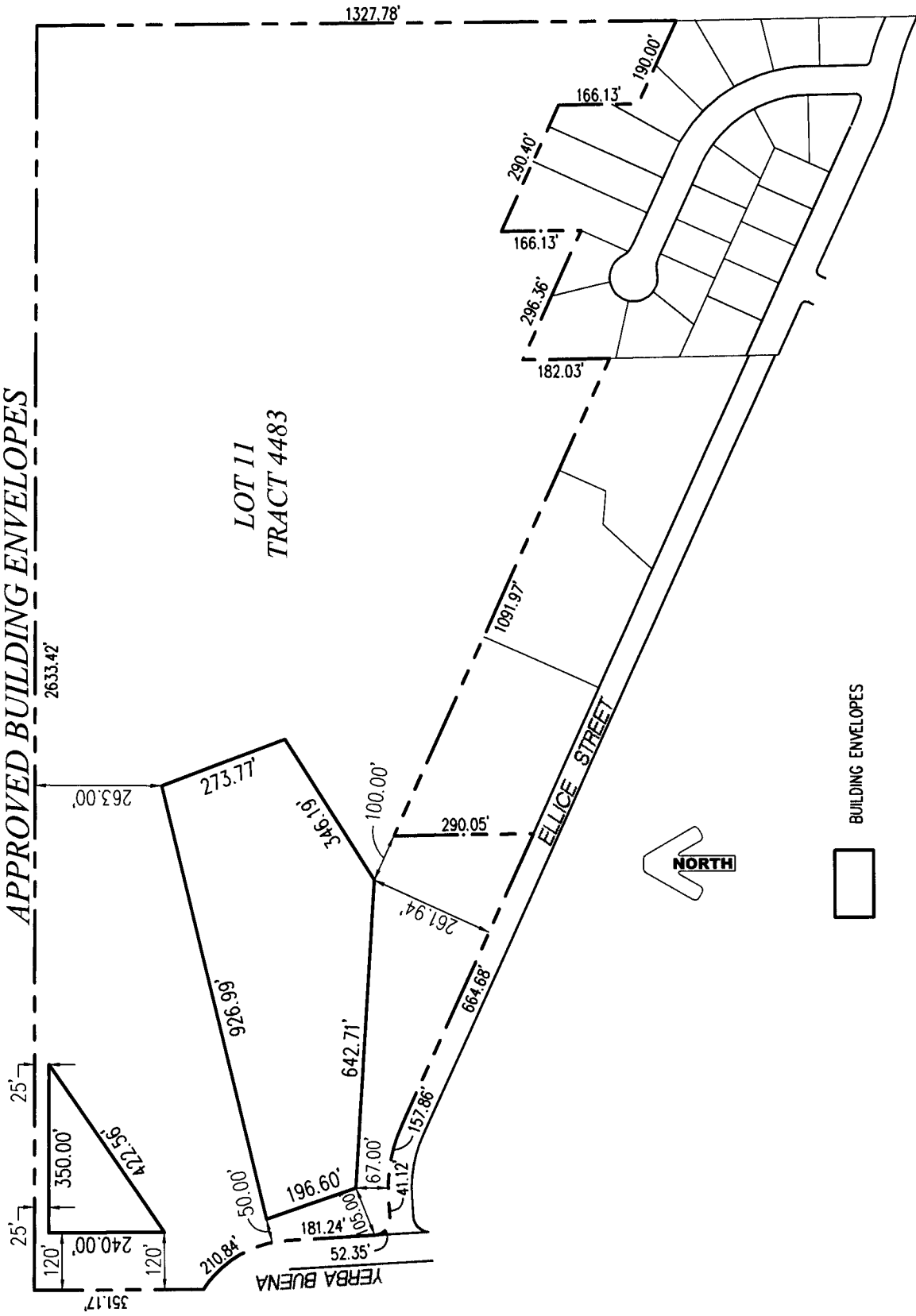
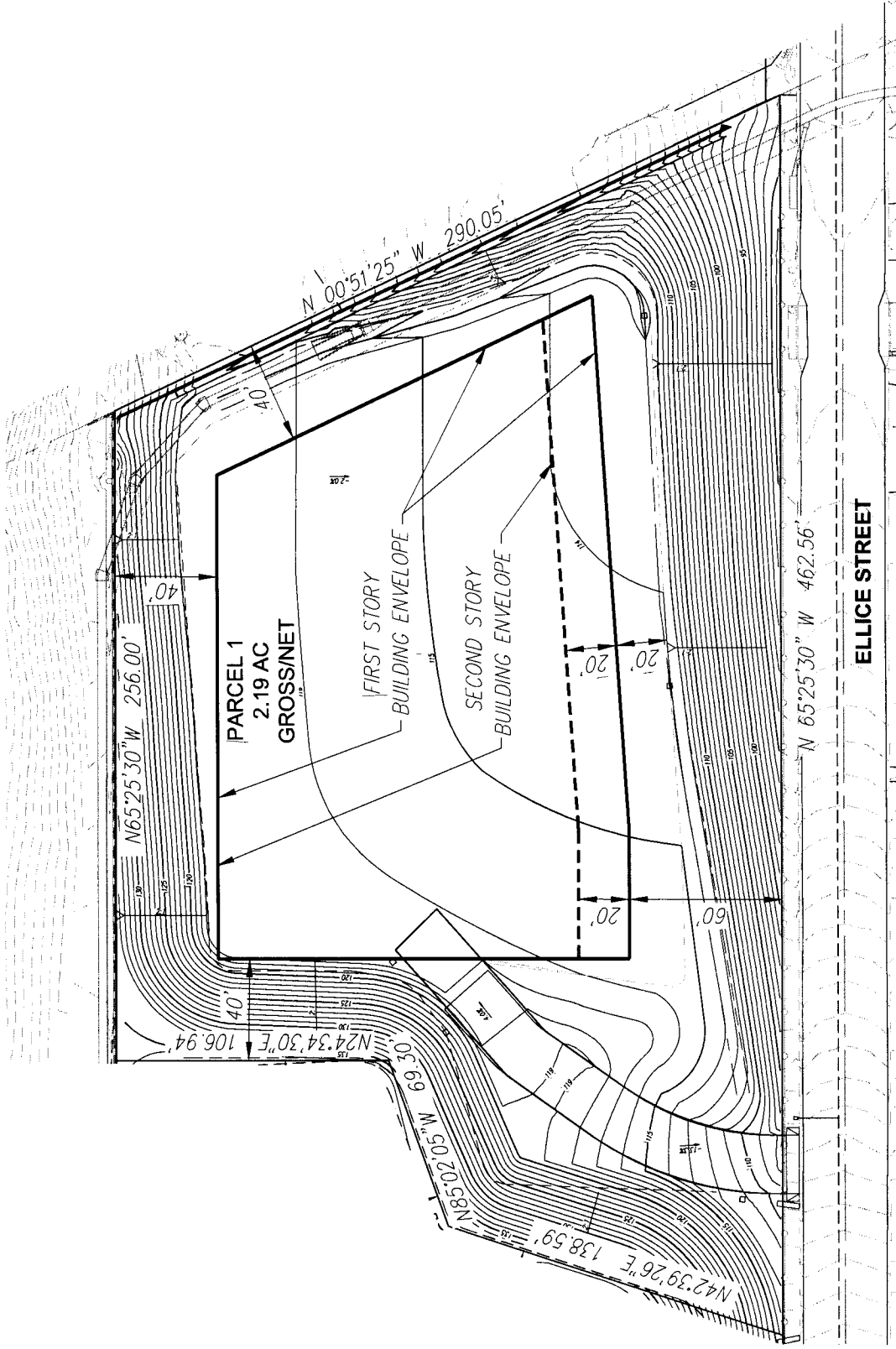


EXHIBIT E **APPROVED BUILDING ENVELOPES**



APPROVED BUILDING ENVELOPES

☐ FIRST STORY
☐ SECOND STORY

LOT EXHIBIT
PARCEL 1 OF PM 5845

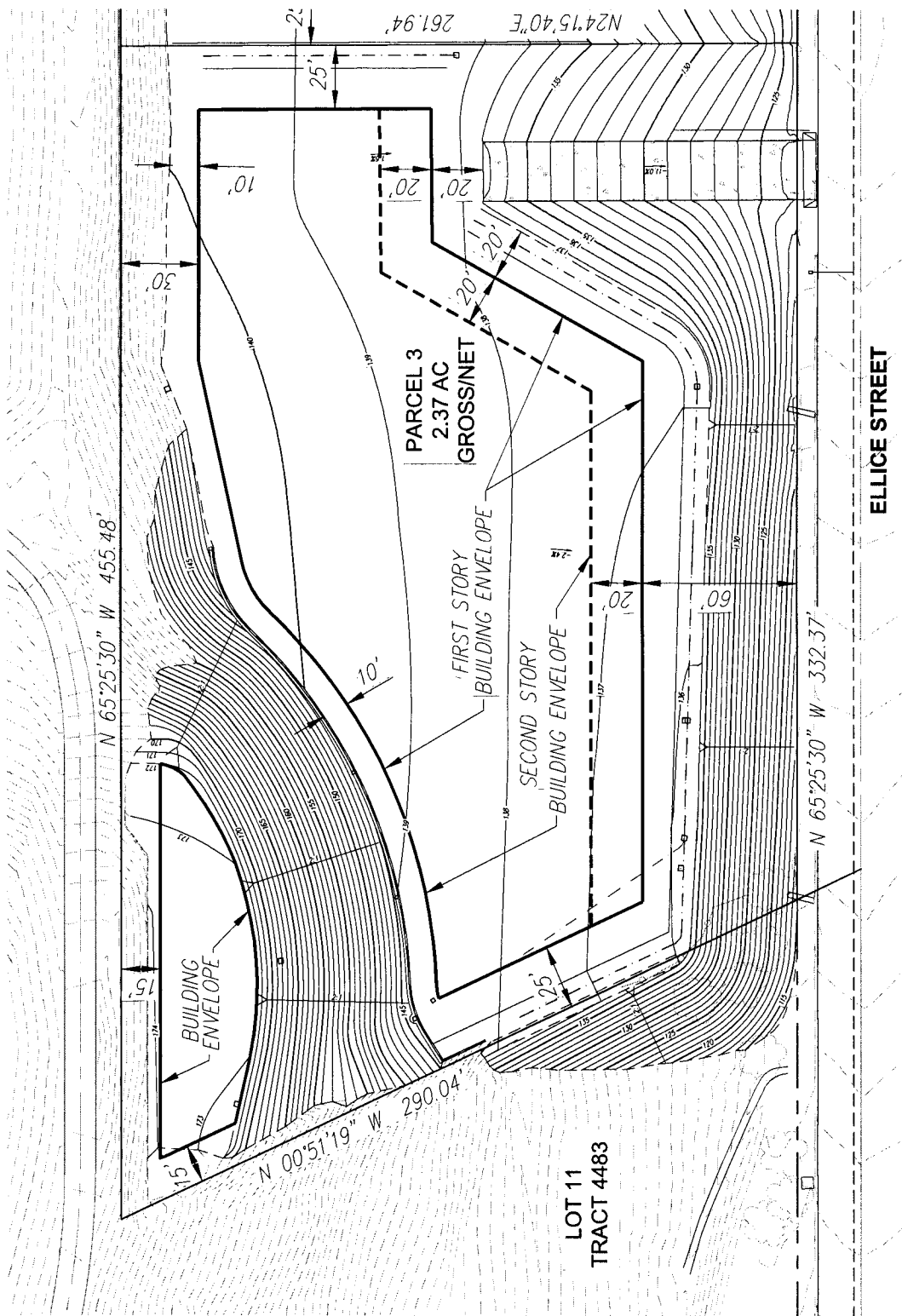
SCALE: 1" = 60'

SHEET OF

[illegible]

SHEET OF

EXHIBIT E APPROVED BUILDING ENVELOPES



SCALE: 1"=60'

APPROVED BUILDING ENVELOPES

☐ FIRST STORY ☐ SECOND STORY

LOT EXHIBIT
 PARCEL 3 OF PM 5845

SUBORDINATION BY LIENHOLDER

Mary Schell, as Trustee under the Birk S. McCandless Inter Vivos Trust Agreement dated August 16, 1995, as Beneficiary under the Deed of Trust referenced below which covers a portion of the real property described in the foregoing FIRST AMENDMENT TO THE SECOND AMENDED AND COMPLETELY RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND GRANT AND RESERVATION OF EASEMENTS AND ANNEXATION OF ADDITIONAL PROPERTY to which this Subordination is attached, hereby approves and consents to the recording of the First Amendment, and agrees that the lien of said Deed of Trust shall be subordinated to and subject to each and every provision of the First Amendment.

[Deed of Trust recorded on February 14, 2011, as Instrument No. 20110214-24632-0 of the Official Records of the Ventura County Recorder.]

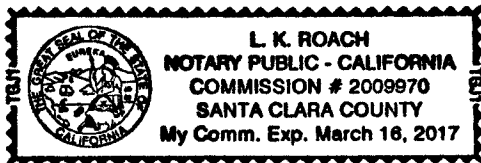
Mary Schell aka Mary Schless McCandless
Mary Schell, as Trustee under the
Birk S. McCandless Inter Vivos Trust
Agreement dated August 16, 1995

STATE OF CALIFORNIA)
COUNTY OF Santa Clara) ss.

On October 18, 2013, before me, L K Roach,
Notary Public, personally appeared **MARY SCHELL**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

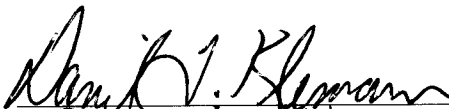


L K Roach
Notary Public

(Official Seal Here)

CONSENT AND APPROVAL OF VENTURA COUNTY

Ventura County hereby consents to and approves the foregoing First Amendment to Second Amended and Completely Restated Declaration of Covenants, Conditions, Restrictions and Reservation of Easements and Annexation of Additional Property and this consent is made a part thereof and shall be effective upon recordation of the foregoing document in the Office of the Ventura County Recorder.


By: DANIEL T. KLEMANN
Its: MANAGER, RESIDENTIAL PERMITS SECTION

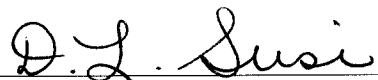
Date: 10/17/13

STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

On October 17, 2013, before me, Denise Lydia Susi, Notary Public, personally appeared Daniel T. Klemann, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Notary Public

(Official Seal Here)

