

Stewart West Coast Tit)

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LOS ANGELES COUNTY REGISTRAR - RECORDER

FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS

This First Amendment to Declaration, made this 25th day of November, 1980, by SEA VIEW VILLAS, a Joint Venture.

W I T N E S S E T H

WHEREAS, Declarant is the owner of certain real property located in the City of Hermosa Beach, County of Los Angeles, State of California, (hereinafter referred to as "said property"), and more particularly described as follows:

Lot 1 of Tract 33744, in the City of Hermosa Beach, County of Los Angeles, State of California, as per map recorded in Book 907, Pages 65 and 66 of Maps, in the office of the County Recorder of said County.

WHEREAS, Declarant has heretofore executed and recorded Declaration of Restrictions dated February 20, 1980, being recorded on September 3, 1980, in the County Recorder's Office of Los Angeles County as Instrument Number 80-849590, Official Records of Los Angeles County, hereinafter referred to as "Original Restrictions".

WHEREAS, Declarant hereby amends the Original Restrictions in the following respects.

NOW THEREFORE, the Declarant hereby amends the Original Restrictions as follows:

1. Paragraph 15 (Pages 16 and 17) is hereby amended to add the following subparagraphs and shall hereafter read as follows:

15.10 Maintenance of Sound Attenuation Structures.
Each Unit and Deck constituting private open space has been constructed in accordance with impact insulation class ratings required by the City of Hermosa Beach and to the extent floor and wall coverings have been used to obtain minimum IIC ratings, such coverings shall not be removed except for cleaning or replacement, and in the event of replacement, the replacement covering shall furnish the same or greater degree of impact insulation as that originally installed. Such replacement coverings shall be installed by licensed, qualified contractors. Each Owner shall take all reasonable steps necessary to insure such Contractor shall be responsible to avoid damage to, or leaks in waterproof deck or roof membranes.

15.11 Each Owner shall fully comply with said Covenants, and with such Rules and Regulations governing the reasonable use of the Project as may be adopted by the Board.

15.12 Each Unit contains private open space and private storage areas as set forth on the Condominium Plan, recorded September 3, 1980, as Instrument No. 80-849589, and any amendments thereto, which constitute an integral part of the Unit. Declarant, its successors, assigns and grantees covenant and agree that the private open space and private storage areas and the fee titles in and to the respective Units conveyed herewith, shall not be separated or separately conveyed, and each interest in such private

open space and private storage areas shall be deemed to be conveyed or encumbered with its respective Unit even though the description in the instrument of conveyance or encumbrance may refer only to the fee title and to the Unit. Each Owner's interest in such private open space and private storage areas may not be diminished or changed.

15.13 Each Unit's private open space consisting of a deck contains plant boxes. In order to prevent seismic damage, no Owner shall fill such plant boxes with dirt or other material other than plants in pots. Each Owner shall provide and maintain in a live and healthy condition at all times at least three (3) plants in separate pots to enhance the appearance of the Project.

15.14 Declarant, its successors, assigns and grantees hereby irrevocably grants to the City of Hermosa Beach, County of Los Angeles, State of California and Government of the United States any any department, bureau, or agency thereof, the right of access at all reasonable times, and on reasonable notice, except in the case of emergency, to the Common Area for the purpose of preserving the public health, safety and welfare.

15.15 Each Unit shall be served by a cable antenna service provided by a company licensed to provide such service within the City. Individual television and radio antennas are hereby prohibited outside the Owner's Units.

15.16 The Common Area includes a swimming pool. Declarant, its successors, assigns and grantees hereby covenant and agree that the pool area shall not be lighted for night use and the heat for the water in the pool, if any, shall be provided exclusively by a solar heating system.

15.17 Each Unit contains a fireplace that is equipped with gas burners and concrete logs. The burning of wood in such fireplaces is likely to create a safety hazard and will constitute a nuisance to other residents of the project. The use of such fireplaces is hereby restricted and the burning of wood in the fireplaces is prohibited.

2. Paragraph 16 (Page 17) is hereby deleted in its entirety and shall hereafter read as follows:

16. PARKING.

A portion of the Common Area has been reserved for parking spaces. Each Unit Owner shall be entitled to the exclusive use of two (2) assigned legal parking spaces. All parking spaces shall be used solely by Unit Owners, members of their families, their guests or lessees of Owner's Unit. All parking spaces shall be used solely for the purpose of vehicular parking. No parking space or spaces shall be used by, rented or leased to any person except in conjunction with occupancy of a Unit within the area housing such parking spaces. The parking spaces shall be assigned to the Units by Deed of Declarant concurrent with the recordation of the first deed out of each Unit. Such assignment shall be irrevocable and nontransferable except in conjunction with the sale of a Unit.

3. This amendment may not be further amended without the express written approval of the City of Hermosa Beach and the amendment procedures as provided for in the Original Restrictions.

IN WITNESS WHEREOF, the undersigned, being all the Owners of said property, have executed this instrument on the day and year first above written.

SEA VIEW VILLAS, a Joint Venture composed of

CULVER FINANCIAL CORPORATION

By:

Vice President

By:

Secretary

and CHARLES GOTANDA

By:

Charles Gotanda

10 1944 CA (8-74)

(Individual)

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

SS.

On NOVEMBER 25, 1980 before me, the undersigned, a Notary Public in and for said State, personally appeared

CHARLES GOTANDA

known to me to be the person whose name IS subscribed to the within instrument and acknowledged that HE executed the same.

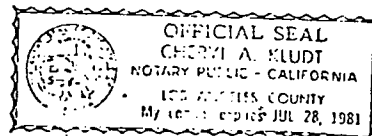
WITNESS my hand and official seal.

Signature

Cheryl A. Kludt



TITLE INSURANCE
AND TRUST
A TICOA COMPANY



(This area for official notarial seal)

10 1945 CA (8-74)

(Corporation)

STATE OF CALIFORNIA

COUNTY OF Los Angeles

SS.

On November 25, 1980 before me, the undersigned, a Notary Public in and for said

State, personally appeared R.V. Garcia Vice President, and C. William Jackson

known to me to be Secretary of the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

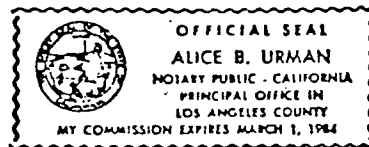
WITNESS my hand and official seal.

Signature

Alice B. Uрман



TITLE INSURANCE
AND TRUST
A TICOA COMPANY



(This area for official notarial seal)