

**RECORDING REQUESTED BY,
AND WHEN RECORDED, MAIL TO:**

Tinnelly Law Group, APC
27101 Puerta Real, Suite 250
Mission Viejo, California 92691

Recorded in Official Records, Orange County
Hugh Nguyen, Clerk-Recorder



2019000206817 12:14 pm 06/13/19

105 417 A17 8

0.00 0.00 0.00 0.00 21.00 0.00 0.000.0075.00 3.00

**SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
TRACT NOS. 8797 AND 5794
ORANGE COUNTY, CALIFORNIA**

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TRACT NOS. 8797 AND 5794, ORANGE COUNTY, CALIFORNIA ("**Second Amendment**") is being made on the date set forth in the attached Certificate of Amendment, by the Charter Point Community Association, a California nonprofit mutual benefit corporation ("**Association**"), with reference to the following facts:

A. Reference is hereby made to that certain Declaration of Covenants, Conditions and Restrictions recorded on December 17, 1974, in book 11306, page 678 of the Official Records of Orange County, California, as shown on a map recorded in book 350, pages 38 through 42, inclusive of Miscellaneous Maps in the office of the County Recorder of Orange County, California, and to that certain Supplementary Declaration of Covenants, Conditions, and Restrictions recorded on May 5, 1975, in book 11393, page 1279 of the Official Records of Orange County, California, which annexed and made subject to said Declaration of Tract 5794, in the County of Orange, State of California, as shown on a map recorded in book 355, pages 7 through 12, inclusive of Miscellaneous Maps in the office of the County Recorder of Orange County, California ("**Declaration**").

B. The Declaration may be amended only by vote or written consent of the members representing not less than seventy-five percent (75%) of the owners of the Association.

D. As set forth in the attached Certificate of Amendment, this Second Amendment received the necessary approval of members pursuant to an election held by secret ballot in accordance with Sections 5100 through 5130 of the California Civil Code and Article IX, Section 5 of the Declaration.

NOW, THEREFORE, pursuant to Article IX, Section 5 of the Declaration, Article V of the Declaration is amended and restated to read as follows:

ARTICLE V
ARCHITECTURAL CONTROL

Section 1. Members of the Architectural Committee. The Architectural Committee shall be composed of three (3) or more Association members appointed by the Board. Architectural Committee members shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in performing their duties. Board members may serve as Architectural Committee members. Architectural Committee members serve at the discretion of the Board and may be removed at any time and for any reason as the Board deems proper.

Section 2. Powers and Duties. The Architectural Committee shall consider and act upon all plans and specifications submitted for its approval, including inspection of work in progress to assure conformance with plans approved by the Architectural Committee, and shall perform such other duties as the Board assigns to it. The Architectural Committee has the power but not the duty to retain consultants to advise the Architectural Committee in connection with its decisions. The Architectural Committee shall have the right to require any Owner to remove, trim, top or prune any tree or type of landscaping which, in the belief of the Architectural Committee, unreasonably impedes the Intended View, as defined in section 9.1 below, of any Lot.

Section 3. Issuance of Architectural Guidelines. The Architectural Committee, upon approval of the Board, shall have the right to issue and regularly update its architectural guidelines. The application and enforcement of updates to architectural guidelines shall not be retroactive. The architectural guidelines shall include rules or guidelines setting forth procedures for the submission of plans for approval, may require a reasonable fee to accompany each application for approval, and may identify additional factors which the Architectural Committee will consider in reviewing submissions. The Architectural Committee may require such detail in plans and specifications submitted for its review as it deems proper, including landscape plans, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior material and colors.

Section 4. Improvements Requiring Approval. No construction, installation or alteration of an Improvement upon any Lot may be commenced until the plans and specifications therefor showing the nature, kind, shape, height, width, color, materials and location thereof have been submitted to and approved in writing by the Architectural Committee. As used in this Article, "Improvement" means the exterior of any structure and any appurtenance thereto including a building, walkway, garage, parking area, fence, any type of wall, awning, stairs, deck, antennae, windbreak, or pole. The Architectural Committee may identify additional items that are Improvements requiring approval pursuant to this Article. Approval of submitted plans may be withheld if the Architectural Committee believes that the proposed improvement(s), alteration(s), or modifications would obstruct the Intended View from any lot. A purchaser of a property subject to an architectural dispute with the Association and/or the Architectural Committee assumes all legal liability of the prior property owner and is bound to comply with the requirements of this article as

though the purchaser had ownership of the property when the architectural violation or dispute first commenced.

Section 5. Landscaping Requiring Approval. No landscaping, including trees, bushes, shrubs or other plants, which at maturity could exceed the height of the dwelling house on any Lot may be planted or emplaced until the plans and specifications therefor showing the nature, kind, shape, height, width, color, proposed elevation and location thereof have been submitted to and approved in writing by the Architectural Committee. Approval of said plans may be withheld if the Architectural Committee believes that the proposed landscaping would impede the Intended View of any Lot.

Section 6. Application Procedure. The form of application used by the Architectural Committee may include spaces allowing "Impacted Homeowners" to sign or initial the application confirming that they have been notified of the application. The Architectural Committee may establish a definition of "Impacted Homeowner" in its design guidelines; however, in no event shall an Impacted Homeowner or any other Owner be deemed to have a right to approve or disapprove the proposed Improvement or landscaping. Applications will be deemed complete and then may be approved or disapproved by the Architectural Committee even if all of the Impacted Homeowners do not sign the application so long as the applicant submitting plans and specifications certifies that he has requested the Impacted Homeowners to sign the application. If the Architectural Committee receives plans and specifications it determines are not complete, the Architectural Committee may reject the application for approval. The Architectural Committee shall transmit its decision and the reasons therefor to the applicant at the address listed in the application for approval within forty-five (45) days after the Architectural Committee receives all required materials. When the outline of an existing structure is to be altered, a silhouette-of-extension shall be placed in order to allow for a 30-day review period by Impacted Homeowners. Any application submitted pursuant to this Section shall be deemed approved unless the Architectural Committee transmits written disapproval or a request for additional information or materials to the applicant within forty-five (45) days after the later of the date the Architectural Committee receives all required materials and the silhouette-of-extension review period.

Section 7. Standard for Approval. The Architectural Committee shall approve plans and specifications submitted for its approval only if it determines that (a) installation, construction or alterations of the Improvements or landscaping in the locations indicated will not be detrimental to the appearance of the surrounding area of the properties as a whole, (b) the appearance of any structure affected by the proposed Improvements will be in harmony with the surrounding structures, (c) maintenance of the proposed Improvements or landscaping will not become a burden on the Association, (d) installation, construction or alterations of the Improvements or landscaping will not unreasonably interfere with the Adjacent or Impacted Homeowners' use and enjoyment of their properties, and (e) the installation, construction or alterations of the Improvements or landscaping in the manner indicated comports with the view protection requirements contained in this Article and is otherwise consistent with this Declaration. The Applicant shall meet any review or permit requirements of the County of Orange before making any

construction, installation or alterations permitted under this Article. The Architectural Committee's approval or disapproval shall be based solely on the considerations listed in this Article, including any considerations listed in the architectural guidelines issued pursuant to this Article. The Architectural Committee is not responsible for reviewing, nor may its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with civil building, safety or other codes.

Section 8. No Waiver of Future Approvals. Association or Architectural Committee approval of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the Architectural Committee's approval, does not waive any right to withhold approval of any similar proposals, plans and specifications, drawingd or matters subsequently or additionally submitted for approval.

Section 9. View Protection. The Charter Point Community Association was designed and developed to be a view community. The orientation of each residence on each home site provides an "Intended View" to be enjoyed from that residence. The preservation of these Intended Views and the resulting enjoyment they afford each Association member is a primary goal of the Association and the Architectural Committee. Subject to the provisions contained in this Article, no construction, modification, installation or maintenance of any Improvement or landscaping shall interfere with the Intended View from the dwelling on any Lot as defined in this Article 9.1 below. The Association and the Architectural Committee reserve the right to determine on a case-by-case basis what constitutes an interference with the Intended View of a Lot. The Architectural Committee shall give the preservation of Intended View protection priority over all other interests of Adjacent Homeowners and Impacted Homeowners. However, the Architectural Committee may consider each Owner's use and enjoyment of their property in making its decisions. Any construction or modification of Improvements or landscaping so as to obtain or expand the view from any Lot, including its Intended View, shall not require the alteration of neighboring property or landscaping.

Section 9.1. Intended View Defined. As used in this Article, the "Intended View" from a Lot means the contiguous substantive field of vision from the dwelling on a lot to a distant location(s), such as the valley, hills, ocean or other similar attractive sight(s). The Intended View of a Lot is established at the point in time when the Owner took title to the property. The Association and the Architectural Committee reserve the right to determine what the Intended View is for every Lot.

Section 9.2 "Adjacent Homeowner" Defined. As used in this Article, an "Adjacent" Homeowner" is one that immediately adjoins or borders another home site in the Association.

Section 9.3 "Impacted Homeowner" Defined As used in this Article, an "Impacted Homeowner" is one whose Intended View is affected by the improvements, landscaping, or other development on another home site in the Association, or whose Intended View will be affected by the proposed improvements, landscaping, or other development on another home site in the Association. However, in accordance with

Section 6 of this Article, the Architectural Committee may establish a definition of "Impacted Homeowner" in its design guidelines, and such definition will have the full force and effect as it were set forth herein.

Section 10. Variances. The Architectural Committee may authorize variances from compliance with any of the architectural provisions of this Article including restrictions on height, size, floor area or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental consideration require, and all affected parties agree to said variance. Any such variance must be evidenced in writing, must be signed by a majority of the Architectural Committee, and must be approved by the Board before any such variance becomes effective. If variances are granted, no violation of the covenants, conditions and restrictions in this Declaration shall be deemed to have occurred with respect to the matter for which the variances were granted. The granting of a variance does not waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provision of this Declaration covered by the variance, nor does it affect the Owner's obligation to comply with all laws affecting the use of his property. The granting of a variance does not waive any right to withhold granting of any similar variance subsequently or additionally submitted for approval.

Section 11. Appeals. Any decision by the Architectural Committee, including a denial of a submitted application or a determination of view rights may be appealed by a Member in connection with a dispute to the Board for reconsideration. In the event an Architectural Committee decision is appealed to the Board, the Board's decision shall be final. No member of the Board of Directors who is also a member of the Architectural Committee shall participate in the determination of any such appeal. The Board may adopt policies and procedures for the appeal of Architectural Committee decisions.

Section 12. Dispute Resolution. In the event that a dispute arises as to the application or interpretation of the provisions contained in this Article and said dispute cannot be resolved by the Architectural Committee or by appeal to the Board where permitted, an Owner may submit in writing the grievance to the Board who shall render a final decision on the matter. Should the Owner wish to continue the dispute, the Association shall utilize the internal dispute resolution ("IDR") process and the alternative dispute resolution ("ADR") process provided for in the California Civil Code to the extent the Association is legally obligated to do so. The costs of employing said dispute resolution processes shall be borne equally by both parties to the dispute.

EXCEPT AS OTHERWISE AMENDED, RESTATED AND MODIFIED HEREIN, the Declaration shall remain in full force and legal effect.

CERTIFICATE OF AMENDMENT

Each of the undersigned officers of the Charter Point Community Association, a California nonprofit mutual benefit corporation (“**Association**”), hereby certifies under penalty of perjury that the foregoing “Second Amendment to Declaration of Covenants, Conditions and Restrictions for Tract Nos. 8797 And 5794, Orange County, California” received the requisite approval of Members pursuant to Civil Code Section 4270 and Article IX, Section 5 of the Declaration.

IN WITNESS WHEREOF, this Second Amendment has been duly executed by the Association this 7 day of June, 2019.

**CHARTER POINT COMMUNITY
ASSOCIATION** (“Association”)

By: *Ian Burton*
IAN BURTON, President

By: *Elinor Silverstein*
ELINOR SILVERSTEIN, Secretary

See attached acknowledgement

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange)

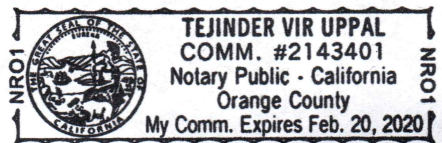
On June 7th 2019 before me, Tejinder Vir Uppal, Notary Public,
(insert name and title of the officer)

personally appeared Ian Burton,
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.

Signature Tejinder Uppal (Seal)



Second amendment to declaration of
Covenants, conditions and restrictions
Tract Nos. 8797 and 5794
Orange County, California
6 pages

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)
On June 7th, 2019 before me, Harinder Uppal, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Elinor Silverstein
Name(s) of Signer(s)

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.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer -- Title(s): _____

Partner -- Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer -- Title(s): _____

Partner -- Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____