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WHEN RECORDED, MAIL TO:

BERDING & WEIL LLP
575 Anton Boulevard, Suite 460
Costa Mesa, California 92626

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**FIRST AMENDMENT TO
RESTATED AND AMENDED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS ESTABLISHING A PLAN OF CONDOMINIUM
OWNERSHIP FOR BAYRIDGE PARK HOMEOWNERS ASSOCIATION**

This First Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions Establishing a Plan for Condominium Ownership for Bayridge Park Homeowners Association ("First Amendment") is executed by Bayridge Park Homeowners Association, a California non-profit mutual benefit corporation ("Association").

P R E A M B L E

A. Association is the association of owners of certain real property ("Project") located in the City of Newport Beach ("City"), County of Orange, State of California, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference.

B. The Project is subject to a Restated and Amended Declaration of Covenants, Conditions and Restrictions Establishing a Plan for Condominium Ownership for Bayridge Park Homeowners Association, which was recorded on July 5, 2011, as Instrument No. 2011000326499, ("Declaration"), in the Official Records of Orange County, California.

C. Article XV, Section 15.1, of the Declaration authorizes amendment of the Declaration upon approval of at least a bare majority of the total voting power of the Association. Article XIV, Section 14.3, of the Declaration requires the written consent of seventy-five percent (75%) of the holders of First Mortgages who have requested notice and opportunity to vote on material amendments to the Declaration, including a change in the responsibility for the maintenance of Common Area and improvements thereon.

D. On December 21, 2016, the requisite number of Members of the Association voted by secret ballot to amend the Declaration in accordance with the procedures for amendment set forth in the Declaration.

E. The CC&R requirements for mortgagee approval of this First Amendment have been satisfied.

NOW, THEREFORE, the Association hereby amends the Declaration as follows:

1. Article XVI, Section 16.1, of the Declaration is hereby deleted and replaced in its entirety with the following new Section 16.1:

Section 16.1 – Repair and Maintenance of the Units by Owners.

Except to the extent that the Association is obligated hereunder to maintain any portion of a Unit, each Owner shall maintain, repair, replace and restore, in a clean, sanitary and attractive condition, all portions of his/her Unit, including, without limitation, the interior walls, ceilings, floors, doors, windows, interior building fixtures, any upgrading, alterations, improvements and additions to the interior of the Unit, including, but not limited to, fixtures, cabinets, mirrors, floor coverings, wall coverings, appliances, cabinets, heating and air conditioning units, built-in ranges and/or ovens, garbage disposals, dishwashers, toilets, showers, bathtubs, and shower pans, plumbing and drain lines or the outlets thereof located within the Unit, telephone lines or other installations of any kind which are located within the Unit. Owners shall also maintain, repair, replace and take appropriate steps to keep the outdoor closets, including doors, in a neat, clean, sanitary and attractive condition. All such repairs and maintenance pursuant to this Section shall be subject to such Rules therefor as the Association may from time to time establish.

2. Article XVI, Section 16.3, of the Declaration is hereby deleted and replaced in its entirety with the following new Section 16.3:

Section 16.3 – Repair and Maintenance by the Association.

(a) Common Area. The Association shall maintain and repair the exterior surface of all Condominium buildings, including the painting thereof, and shall maintain and repair all landscaping and recreational facilities on the Common Area, the private streets and alleys located within the Development, and the roofs of all Condominium buildings and recreational facilities.

(b) Restricted Common Area. The Association shall be obligated to maintain, repair, restore, replace and make all necessary improvements to those Restricted Common Areas identified as patios, driveways, balconies, entry decks, exterior stairs and air conditioning pads. The Association will not be responsible for replacement or repair of the garage doors or the outdoor closet areas located adjacent to Units.


(c) Notwithstanding any provision to the contrary elsewhere in this Declaration, the Association shall be responsible for the maintenance, repair, and replacement of plumbing and drain lines located within the Common Area, including those exclusively serving a single Unit. However, each Owner shall be responsible, at such Owner's sole expense, for providing maintenance, repair, and replacement of all plumbing, drain lines and outlets thereof located within the Unit, together with all plumbing fixtures, hoses, and connections, including but not limited to, wax seals for toilets, supply hoses and connectors to toilets, sinks, dishwashers, clothes washers, and refrigerators located within the Unit.

3. Except as expressly modified herein, the capitalized terms in this First Amendment shall have the same meanings as are given such terms in the Declaration. Except as amended herein, the Declaration is hereby ratified and confirmed by the Association.

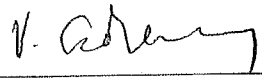
This First Amendment has been executed on 1 - 12, 2017.

The undersigned officers of the Association hereby certify that the requisite approvals for this First Amendment, as described in Paragraph "C" hereof, have been obtained.

BAYRIDGE PARK HOMEOWNERS ASSOCIATION, a
California non-profit mutual benefit corporation

By: 
MICHAEL PARISA

Its: Treasurer

By: 

Its: Vice President GORKEY VEMULADALI

"Association"

EXHIBIT "A"

"PROJECT"

Lots 1, 2, 3, 4 and 5 of Tract 12164, as per Map recorded in Book 529, Pages 29 through 32, inclusive, of Miscellaneous Maps in the office of the Orange County Recorder.

Lots 1 through 7, inclusive, of Tract 11604, as per Map recorded in Book 529, Pages 25 through 28, inclusive, of Miscellaneous Maps, in the office of the Orange County Recorder.

CERTIFICATE OF ACKNOWLEDGMENT

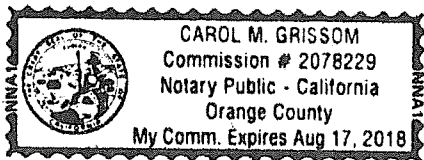
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of ORANGE) ss
)

On 1/12/17 before me, CAROL M. GRISSOM, Notary Public, personally appeared GORKEY VEMULAPALLI, and MICHAEL PARISH 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.



Carol M. Grissom

Notary Public in and for said State

(Seal)