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TITLE(S)

AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS & RESTRICTIONS (CC&R's)
Ocean Palms Homeowners' Association

The Declaration of Covenants, Conditions and Restrictions (CC&Rs) for Ocean Palms Homeowners Association which was recorded on August 1, 1986, as Document Number 86 988439 in the Office of the County Recorder of Los Angeles County, California, is amended by the undersigned "Declarant" as follows

- 1 **ARTICLE XII, Section (D), Leasing** is hereby amended by the addition of the following sub-paragraph(s), (d) (1) Limitation on Rental of Condominium Units, and sub-paragraph (d) (2) Grandfathered Rental Units

Delete last sentence of (D) Insert the following

(d) (1) "It is the desire of the membership that except for "Hardship cases" no more than twenty percent (20% or 4 Units) shall be used for rental purposes At all times, eighty percent (80% or 17 Units) shall be owner occupied

(d) (2) the following units shall be referred to as the "Grandfathered Units " Units 301, 306, 307, 402 & 406 They shall remain in this category until they are sold Once sold, they will no longer fall under the Grandfather clause and must be owner occupied

(d) (3) the percent of units that can be rented shall be referred to as the "rental unit allocation" A "rental unit priority list" shall be established and maintained by the Directors Said list shall be used to establish the priority of rental units to be leased A leased unit, once vacated, shall have a ninety (90) days re-leasing period before being placed on the "Waiting List" of the "Rental Unit Priority List" Owners are obligated to request approval from the Association prior to renting their units to insure the rentals do not exceed this number An owner, after notification by the Association that his unit is next in priority on the "Rental Unit Priority List" shall remain in that priority position for a period of ninety (90) days from the date of notification by the Association

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If an owner fails to lease his/her unit within the said ninety (90) day period, he/she shall lose their priority position on the rental unit priority list to the next owner in priority, whose name appears on said list. This procedure shall be followed until the maximum rental unit allocation has been achieved.

(d) (4) prior to executing a lease agreement, the owner will conduct a "financial and criminal" background check on the prospective lessee. The results of which will be provided to the Association. All rental units shall have a 12-month lease. Lease agreements shall be in writing and shall be in an accepted form and the content reviewed and approved from time to time by the Board of Directors as they deem necessary. All lease agreements will be for one (1) year, a copy of which will be provided to the Directors prior to being occupied. No unit will be rented on a month-to-month basis. Each lease agreement shall specify that it is intended to benefit the Association as a "third party beneficiary" and the Association's Board of Directors is empowered to enforce its terms and provisions. Each such lease agreement shall specify that it is subject to the "Declaration of Covenants, Conditions and Restrictions and any amendments thereto, the Association's Articles and Bylaws and to all House Rules and Regulations" that may from time to time be adopted by the Board. Any failure of the lessee to comply with the terms of such documents shall be deemed a default under the lease agreement. All leases are to be renewed on a yearly basis. Each owner shall provide the Association with a copy of the signed lease agreement and pet agreement (if applicable) provided to the lease holder.

(d) (5) In the event of an emergency/hardship, an owner may petition the Board to rent his/her unit for a period of not more than 12-months, without being added to the rental priority list. The Board of Directors has the right to approve or decline this petition at its sole option and only in the event of a hardship to the owner. The Board of Directors shall have authority to permit owners to lease their units even if it would result in excess of twenty percent (20%) of the units being used as rentals in hardship circumstances.

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Hardship circumstances would be relocation of owners or other financial hardship caused by death, illness or job changes that prevent owners from living in their units and could result in loss of the unit

- (d) (6) An Owner holding title or equitable title as of the effective date of this Amendment to the Declaration of Covenants, Conditions and Restrictions and who is presently leasing their unit shall become subject to all the provisions of this Amendment
- (d) (7) Except as expressly provided in Paragraph 1 above, all other terms, conditions, obligations covenants and easements contained in the CC&Rs shall remain in full force and effect, and are hereby reaffirmed in their entirety
- (d) (8) This Amendment shall be governed by the laws of the State of California, exclusive of Conflict of law provisions. The provisions of this Amendment shall be binding upon all of the Homeowners of Ocean Palms Homeowners Association and their respective successors-in-Interest

The legal description of property for which the within Amendment applies is the following Lot 1 Of Tract 44053 as shown on a final subdivision map recorded in Book 1070, Pages 87 to 89 of Maps, in the office of the Los Angeles County Recorder, in the State of California

IN WITNESS WHEREOF, the Rental Limitation Amendment to the Declaration of Covenants, Conditions & Restrictions (CC&Rs) is executed by the President of Ocean Palms Homeowners Association

DATED June 15, 2006

Homeowners Association
BY [Signature]
PRESIDENT

I hereby certify and declare, under penalty of perjury that the foregoing Rental Limitation Amendment has been approved by the percentage of the Owners required by the Declaration of the Covenants, Conditions & Restrictions (CC&Rs) of the association

DATED 6/19, 2006

Homeowners Association
BY [Signature]
PRESIDENT
SECRETARY / TREASURER



**OCEAN PALMS HOMEOWNERS ASSOCIATION
SPECIAL MEETING – MINUTES**

June 12, 2006

I. Call to order

**Herman Bressel called to order the meeting of the OPHOA at 6:00 PM
On June 12, 2006.**

II. Roll call

**Herman Bressel conducted a roll call. All units were present or represented
By proxy except for the following units: 202, 203, 306, 307 and 404.**

III. New Business

**The sole purpose of this meeting is to vote for or against an amendment to
the OPHOA CC&R'S on "Limitation on Rental of Condominium Units and
Grandfathered Rental Units".**

**An open discussion among owners present was held. Discussed pros and cons
of the proposed amendment.**

Held open vote to approve or reject the proposed amendment.

Voting results were: Yes – 12 No - 4 Absent - 5

See attached voting details.

IV. Adjournment

Herman Bressel adjourned the meeting at 7:15 PM.

Minutes submitted by: Herman Bressel, Secretary/Treasurer

Minutes approved by: Francoise Bressel, Vice President

**OCEAN PALMS HOMEOWNERS ASSOCIATION
VOTING DETAILS ON JUNE 12, 2006 ON THE
PROPOSED AMENDMENT "LIMITATION ON RENTAL
OF CONDOMINIUM UNITS AND GRANDFATHERED
RENTAL UNITS"**

**201 - YES
202 - ABSENT
203 - ABSENT
204 - NO
205 - YES
206 - YES
207 - NO
301 - NO
302 - YES
303 - YES
304 - YES
305 - YES
306 - ABSENT
307 - ABSENT
401 - YES
402 - YES
403 - YES
404 - ABSENT
405 - NO
406 - YES
407 - YES**

**Herman Bressel
OPHOA Board Secretary/Treasurer**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of Los Angeles

On June 19, 2008 before me, Katie C Day, Notary Public
Name and Title of Officer (e.g., "Jane Doe Notary Public")

personally appeared Herman Harold Bressel
Name(s) of Signer(s)

personally known to me -OR- 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



WITNESS my hand and official seal

[Handwritten Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document

Description of Attached Document

Title or Type of Document Amendment to Declaration of CC&R'S Ocean Palms

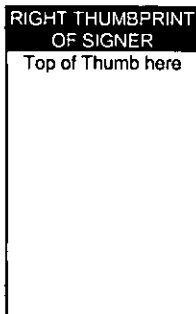
Document Date _____ Number of Pages _____

Signer(s) Other Than Named Above _____

Capacity(ies) Claimed by Signer(s)

Signer's Name _____

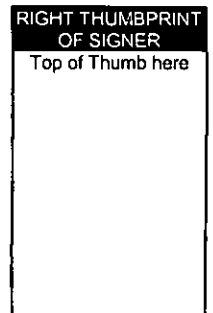
- Individual
- Corporate Officer
- Titles(s) _____
- Partner - Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other



Signer Is Representing _____

Signer's Name _____

- Individual
- Corporate Officer
- Title(s)
- Partner - Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other



Signer Is Representing _____