

Recording Requested By:

Reef Gate West Association, Inc.

When Recorded, Return To:

Thomas S. Gatlin, Esq.  
EPSTEN GRINNELL & HOWELL, APC  
10200 Willow Creek Road, Ste. 100  
San Diego, CA 92131

For Recorder's Use

**FIFTH AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS FIFTH AMENDMENT is made on this 19<sup>th</sup> day of November, 2012, by Reef Gate West Association, Inc., a nonprofit mutual benefit association ("Association"), with reference to the following:

**RECITALS**

A. Association is a common interest subdivision whose members are the owners of all the Units within that certain real property in the County of Orange, State of California, more particularly described in Exhibit "A", attached hereto and incorporated herein by this reference.

B. Reef Gate West Association was developed as a condominium project, as defined in Section 1351(f) of the California Civil Code, and consists of separate interest Units and Common Areas.

C. Ownership of the Units is currently subject to the covenants, conditions, restrictions, rights, reservations, easements, equitable servitudes, liens and charges set forth in the "First Amendment to Declaration of Covenants, Conditions, Reservations, Easements, Liens and Restrictions, Consent to Incorporation and Transfer of Assets, Management and Control to Reef Gate West Association, Inc.," recorded April 5, 1979 in Book 13095, Page 1479, *et. seq.* as Instrument No. 6505 of the Official Records of the County Recorder of Orange County. The Declaration was amended by a Second Amendment thereto recorded April 15, 1988 as Instrument No. 88-205713; by a Third Amendment thereto recorded on June 2, 2003, as Instrument No. 2003000640724; and by an Amendment thereto recorded on November 20, 2009 as Document No. 2009000629544 all of Official Records of Orange County, California. The original Declaration and the three Amendments thereto are hereinafter collectively referred to as the "Declaration".

D. The Declaration, in Article 22, provides that it may be amended by the affirmative vote or written consent of sixty percent (60%) of the Units subject to the Declaration. The undersigned President and Secretary of the Association certify that, to the best of their knowledge, the affirmative vote or written consent of at least the required percentage of the Units subject to the Declaration has been obtained.

E. Under California Civil Code section 1355, an amendment is effective after (1) approval of the percentage of owners required by the governing documents has been given, (2) that fact has been certified in a writing executed and acknowledged by the Association President if no officer has been designated in the original Declaration for such purpose, and (3) the writing has been recorded in the county in which the community is located.

F. Association and its Members now desire to amend the Declaration as set forth below.

**NOW THEREFORE**, a new Article 6(b)(1) of the Declaration is hereby added to the Declaration to read as follows:

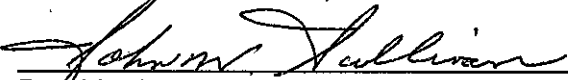
**(b)(1) Insurance Policy Deductibles.** The Board of Directors shall have the power, in its sole discretion, to determine the amount of any deductible applicable to any insurance policy carried by the Association. In the event of a loss for which Association insurance coverage is used, the responsibility for payment of any deductible shall be as follows:

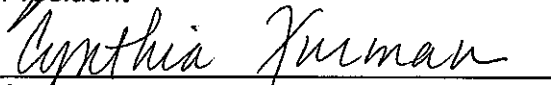
- a. Owner shall be responsible for the cost of any deductible if the damage or loss occurs to the Owners' real or personal property, or other property for which the Owner is responsible ("Owner Property").
- b. The Association shall be responsible for the cost of any deductible if the damage or loss occurs to any real or personal property owned by the Association, or for which the Association is responsible ("Association Property").
- c. If the damage or loss occurs to any Owner Property and any Association Property or to more than one Owner's Property, the responsibility for the payment of any deductible shall be apportioned among the affected parties on the basis of the ratio of each party's insured loss to the total insured loss under that policy.
- d. The foregoing notwithstanding, if the Board determines the damage or loss is caused by the negligence or misconduct of any Owner, or resident, guest, tenant or invitee of an Owner or is the Owner's maintenance responsibility under the Declaration, such Owner shall be liable for the full amount of the deductible.

1. Except as expressly amended herein, the Declaration shall remain in full force and effect and bind the Association and the Members.

IN WITNESS WHEREOF, this Amendment is executed on the day and year hereinabove written by the undersigned Officers.

**REEF GATE WEST ASSOCIATION, INC.**

By:   
President

By:   
Secretary

(Attach Proper Notary Certificate(s) of Acknowledgment)

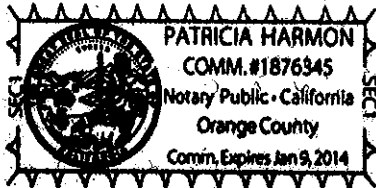
**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

Condominium units 1 through 72, inclusive, situated on Tract 7529 as shown on a map recorded in Book 328, Pages 17, to 27, inclusive, of Miscellaneous Maps, in the Office of the County Recorder of Orange County, California.

# NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA )  
COUNTY OF ORANGE ) ss.

On November 14, 2012, before me, Patricia Harmon  
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")  
personally appeared John Sullivan & Cindy Furman  
Name of Signer



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 and 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.

Patricia Harmon

Place Notary Seal Above  
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

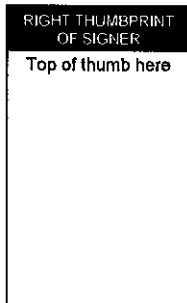
Title or Type of Document: \_\_\_\_\_  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer Other Than Named Above: \_\_\_\_\_

### CAPACITY(IES) CLAIMED BY SIGNER(S)

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer  
Title: \_\_\_\_\_  
☐ Partner – ☐ Limited ☐ General  
☐ Attorney-in-Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer is Representing:  
\_\_\_\_\_



### CAPACITY(IES) CLAIMED BY SIGNER(S)

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer  
Title: \_\_\_\_\_  
☐ Partner – ☐ Limited ☐ General  
☐ Attorney-in-Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer is Representing:  
\_\_\_\_\_

