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Lingl & Joshi, PLC
3075 E. Thousand Oaks Blvd.
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Ventura County Clerk and Recorder
MARK A. LUNN
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FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE CANTRICE COURT CONDOMIMIUM OWNERS' ASSOCIATION

This is an amendment to the Declaration of Covenants, Conditions and Restrictions for Cantrice Court Condominiums ("Declaration"). The Declaration was recorded as instrument number 90-156534 on October 18, 1990 in the Official Records of the County of Ventura, State of California. This amendment, made July 1, 2020, by the Cantrice Court Condominium Owners' Association, a California non-profit mutual benefit corporation ("Association") is made with reference to the following facts:

A. The Association Property consists Lots 35 and 36 of Tract 4153 in the City of Simi Valley, County of Ventura, state of California, as per map recorded in Book 115, Pages 45 through 62 of Miscellaneous Records (Maps) and Lot Line Adjustment recorded on October 1 ,1990 as Document No. 90- 144599 of Official Records, in the Office of the County Recorder of Ventura.

B. The Project consists of ninety-eight (98) Condominiums, with each Condominium having appurtenant to it a membership in the Association.

C. WHEREAS, the Owners in the Association desire to amend the CC&Rs to remove some obsolete provisions, to reduce the percentage required to approve future amendments, and to control the common insurance expense;

NOW, THEREFORE, the owners approve the following amendments to the Declaration:

I. ARTICLE XII IS DELETED IN ITS ENTIRETY AND REPLACED WITH THE FOLLOWING AMENDED LANGUAGE:

<u>Section 12.1 Types</u>. The Association shall obtain and continue in effect in its own name, for the benefit of the Owners, the following types of insurance:

(a) a comprehensive public liability policy insuring the Association, its agents, and the Owners against liability incident to the ownership or use of the Common

Area or any other Association-owned or maintained real or personal property. The amount of general liability insurance that the Association shall carry at all times shall not be less than the minimum amounts specified by California Civil Code §§5800 and 5805, as may be amended from time to time.

(b) A master or blanket policy of fire and casualty insurance with extended coverage endorsed for not less than one hundred percent (100%) of the current replacement cost without deduction for depreciation, of all of the Condominium Buildings, and Condominium Common Area within the Project and all other improvements thereto. At minimum, the coverage shall be what is commonly referred to as "bare walls" and not include portions of the Unit including, but not limited to, flooring, cabinets, fixtures, improvements, or any personal belongings.

(c) Fidelity coverage against dishonest acts on the part of directors, officers, employees, volunteers, trustees, managers or any other persons who handle the funds of the Association. Such fidelity bonds shall name the Association as obligee, shall be written in an amount that is no less than the combined amount of the reserves of the association and total assessments for three months, and shall contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of "employee" or similar expression.

Section 12.2 Waiver by Members. As to each of said policies, which will not be voided or impaired thereby, the Members hereby waive and release all claims against the Association, the Board, and agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of, or breach of any agreement by, said persons, but only to the extent of insurance proceeds received in compensation for such loss.

Section 12.3 Other Insurance; Annual Review. The Association may purchase such other insurance as it may deem necessary or desirable to protect the interests of the Association. If the Board determines that increased coverage or additional insurance is appropriate, it shall obtain the same.

Section 12.4 Premiums. Proceeds and Settlement. Insurance premiums for any insurance coverage obtained by the Association pursuant to this Article shall be a Common Expense to be included in the Association Regular Assessments levied by the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried, or otherwise disposed of as provided in the Article entitled "Destruction of Improvements" in this Declaration. Each Owner, irrevocably appoints the Association or the Insurance Trustee, as attorney-in-fact for purposes of procuring, negotiating, accepting, compromising, releasing, settling, distributing and taking other related actions in connection with any insurance policy maintained by the Association and any losses or claims related thereto and agrees to be bound by the actions. The Board is appointed attorney-in-fact by each Owner to negotiate and agree on the value and extent of any loss under any policy carried by the Association. The Board is granted full right and authority to compromise and settle any claims or enforce any claim by legal action or otherwise and to execute releases in favor of any insured.

Section 12.5 Abandonment of Replacement Cost Insurance. Unless at least two-thirds of the First Beneficiaries or Owners have given their prior written approval, the Association shall not be entitled to fail to maintain the extended coverage fire and casualty insurance required by this Article.

Section 12.6 Requirements of FHLMC. Notwithstanding the foregoing provisions of this Article, the Association shall continuously maintain in effect such casualty, flood and liability insurance and a fidelity bond meeting the insurance and fidelity bond requirements for condominium projects established by the Federal Home Loan Mortgage Corporation, so long as it is a First Beneficiary or Owner within the property except to the extent such coverage is not available or has been waived in writing by the foregoing entity.

Section 12.7 Tenants Obligation to Insure. To the extent an Owner rents or leases their Unit to other person(s), the lease shall require that the tenant procure and maintain an adequate HO-4 policy, also known as renter's/tenant's insurance, during their tenancy. Owners are required to maintain a copy of such insurance coverage and provide the same to the Association upon request by the Association.

Section 12.8 Obligation of Owners to Insure. The Association does not insure the individual Units nor any improvements thereto or fixtures therein. Every Member shall procure and continuously maintain an adequate HO-6 policy, also known as a "Homeowners 6" or "Condominium Unit Owner Policy", to cover their liability for damage to persons or property occurring inside their individual Unit, personal property, and fixtures and improvements to their Unit: provided, however, such other policies shall not adversely affect or diminish any coverage under any insurance obtained by the Association. Under no circumstance shall the Association be required to pay for any damage to Owner's property, or loss incurred by that Owner, resulting from the Owner's failure to maintain adequate insurance. Minimum limits for HO-6 coverage shall be included in the Rules and Regulations but the Board shall not be permitted to eliminate or reduce the amount of coverage to below $100,000 for building/dwelling coverage and $300,000 for liability.

Section 12.9 Required Waiver. All policies of physical damage insurance obtained by the Association shall provide for waiver of the following rights to the extent such waivers are obtainable from the respective insurers:

a) Any defense based on co-insurance;
b) Any right of set-off, counterclaim, apportionment, proration or contribution by reason of other insurance not carried by the Association;

c) Any invalidity, other adverse affect or defense on account of any breach of warranty or condition caused by the Association, any Owner or any tenant of any named insured or the respective agents, contractors or employees of any insured;
d) Any right of the insurer to repair, rebuild or replace and, in the event any improvement is not repaired, rebuilt or replaced following loss, any right to pay under the insurance policy the lesser of the replacement value of the improvements insured or the fair market value thereof;
e) Notice of the assignment by any Owner of his interest in the insurance by virtue of a conveyance of any Condominium; and
f) Any right to require any assignment of any deed of trust to the insurer.

Section 12.10 Association Insurance Deductible. In any loss that is sustained by the Association that is attributable to an Owner, either as a result of the Owner's negligence or failure of a component under the Owner's control, the owner shall be obligated to pay any deductible incurred by the Association and shall indemnify and hold the Association harmless from any claims made by any other Owners within the development for such negligence or failure of component. In the event of any damage to an Owners Unit caused by the negligence of the Association or by the failure of a component under the Association's control, the Association shall be limited to pay only up to $500 of any deductible for a policy carried by Owner per Section 12.8.

Section 12.11 Notice of Cancellation. Any policy of insurance described in this Article and obtained by the Association shall provide that such policy shall not be cancelled or materially amended or modified, nor shall the coverage thereof be reduced, without thirty (30) days' prior written notice to the Board. The association shall, as soon as reasonably practicable, provide individual notice to all members if any of the policies have lapsed, been canceled, and are not immediately renewed, restored, or replaced, or if there is a significant change, such as a reduction in coverage or limits or an increase in the deductible, as to any of those policies. If the association receives any notice of nonrenewal of a policy described in the annual budget report, the association shall immediately notify its members if replacement coverage will not be in effect by the date the existing coverage will lapse."

II. AMEND PORTION OF CC&R SECTION 15.5

- Remove the portion of section 15.5 which reads as follows:

"15.5 Two-Thirds Vote of First Beneficiaries or Owners of Condominiums. Except as provided by statute in case of condemnation or substantial loss to the Units or Common Area, unless at least two-thirds (2/3) of the First Beneficiaries under deeds of trust encumbering Condominiums (based upon one vote for each first deed of trust owned), or Owners (other than Declarant) of the individual Condominiums have given their prior written approval, the Association shall not be entitled to do any of the following:"

- And replace with the following:

"15.5 Vote of First Beneficiaries. Except as provided by statute, unless at least fifty-one percent (51%) of the First Beneficiaries under deeds of trust encumbering Condominiums have given their approval, or not objected to a proposed change after being provided notice thereof, the Association shall not be entitled to do any of the following:"

III. REPLACE SECTION 17.2 WITH THE FOLLOWING:

"17.2 Amendment. Subject to the other provisions of this Declaration, including, without limitation, the rights of First Beneficiaries and/or beneficiaries, this Declaration may be amended only by an instrument approved by not less than fifty-one percent (51%) of the total voting power of the Association."

CERTIFICATION

We, the undersigned duly elected President and Secretary of the Cantrice Court Condominium Owners' Association, do hereby certify that this First Amendment was approved on July 1, 2020 by the approval of 73 members, in excess of what is required by section 17.2 of the Declaration.

Alla Brezkovny
President

DATE: 7/8, 2020

William Mills
Secretary

DATE: 7/8, 2020

[NOTARY ACKNOWLDEGMENTS FOLLOW]

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 Ventura)

On 8th July 2020 before me, Joseph W. Palaski, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared William Mills
~~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.

JOSEPH W. PALASKI
Notary Public - California
Ventura County
Commission # 2279430
My Comm. Expires Mar 2, 2023

Signature Joseph W. Palaski
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: Amendment CCR Document Date: 7-1-20

Number of Pages: 5 Signer(s) Other Than Named Above: Alla Brezkouny

Capacity(ies) Claimed by Signer(s)

Signer's Name: William Mills	Signer's Name:
☒ Corporate Officer — Title(s): Secretary	☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer Is Representing: Cantrice Court C.D.A	Signer Is Representing:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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Date Here Insert Name and Title of the Officer

personally appeared Alla Brezkovny
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.

JOSEPH W. PALASKI
Notary Public - California
Ventura County
Commission # 2279430
My Comm. Expires Mar 2, 2023

Signature Joseph W. Palaski
Signature of Notary Public

Place Notary Seal Above

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Signer's Name: Alla Brezkovny	Signer's Name:
☒ Corporate Officer — Title(s): President	☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer Is Representing: Cantrice Court C.O.A	Signer Is Representing: