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NAME *Michael R. Schaefer*  
*Fullerton, Lemann Schaefer &*  
*Dominick, LLP*  
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*215 N. D Street, First Floor*  
*San Bernardino, CA*  
*92401*

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*First Amendment to Declaration  
of Covenants, Conditions and Restrictions (Lakeside at the Resort)*

Title of Document

**THIS AREA FOR  
RECORDER'S  
USE ONLY**

THIS COVER SHEET ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION  
(\$3.00 Additional Recording Fee Applies)

RECORDING REQUESTED BY:

The Lakeside at the Resort  
Homeowners Association

WHEN RECORDED MAIL TO:

Michael R. Schaefer  
Fullerton, Lemann, Schaefer  
& Dominick, LLP  
215 N. D Street, First Floor  
San Bernardino, CA 92401

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**FIRST AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
(LAKESIDE AT THE RESORT)**

This First Amendment to Declarations of Covenants, Conditions and Restrictions ("**First Amendment**") is made on August 16, 2016 by The Lakeside by the Resort Homeowners Association ("**Association**").

**RECITALS**

- A. On May 28, 1997 a Declarations of Covenants, Conditions and Restrictions for the Lakeside at the Resort (the "**Declaration**") comprising certain portions of real property located in San Bernardino, California, was executed and recorded as Instrument Number 19970187734 in the official records of San Bernardino. The property is described as follows:

Lot 1 of Tract No. 15333 as shown on a Subdivision Map filed in Book 264 at Pages 94 and 95 of Maps, in the Office of the San Bernardino County Recorder.

- B. Pursuant to Article XIII, Section 13.2 of the Declaration, the Association's Members have affirmatively voted to amend sections of the Declaration.

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

**AMENDMENT**

1. Article IX, Section 9.1(h) is hereby added and shall read as follows:

- (h) No Coverage for Unit Interior: The Association shall have no liability for damage or loss of any kind, including but not limited to death, personal injury, property damage, or loss of use, within an Owner's Unit caused by any act, failure to act, or any conduct by the Association. For clarity and avoidance of doubt, this Section applies to each unit "from the studs inward." Notwithstanding any other provision of these Covenants, Conditions & Restrictions, the Association shall have no duty to insure against damage or loss of any kind, including but not limited to death, personal injury, property damage or loss of use within an Owner's Unit caused by any act, failure to act, or any conduct by the Association. Notwithstanding any

other provision of these Covenants, Conditions and Restrictions, Owner and Owner's insurance shall have no right of subrogation against Association or Association's insurers. For avoidance of doubt, each Owner, and not the Association, shall be responsible for any damage or loss within an Owner's Unit.

2. Article IX, Section 9.3 is hereby amended in its entirety to read as follows:

9.3 Right and Duty of Owners to Insure. It is the responsibility of each Owner to obtain personal property and liability insurance. Each owner shall obtain public liability insurance with limits of at least \$500,000.00 per occurrence/aggregate and fire and casualty insurance with extended coverage for the full replacement value of the owner's personal property and improvements within his or her Unit. If any loss intended to be covered by insurance carried by or on behalf of the Association shall occur and the proceeds payable thereunder shall be reduced by reason of insurance carried by any Owner, such Owner shall assign the proceeds of such insurance carried by him or her to the Association, to the extent of such reduction, for application by the Board to the same purposes as the reduced proceeds are to be applied.

3. Article IX, Section 9.9(a) which provided for a waiver of subrogation of claims against Owners and tenants of owners is hereby deleted in its entirety.

4. Article IX, Section 9.2 is amended to add the following sentence: Nothing in this Section shall be construed to prohibit subrogation of claims against Owners and tenants of owners.

#### **CONTINUED EFFECTIVENESS OF DECLARATION**

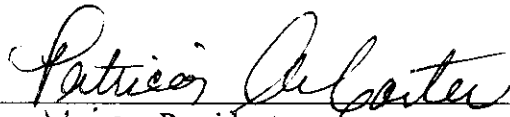
4. Continued Effect of Declaration. All provisions of the Declaration, except as modified by this First Amendment, shall remain in full force and effect and are reaffirmed.

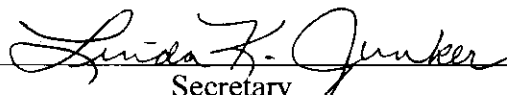
5. Interpretation of Amendment. In the event of any conflict, inconsistency, or incongruity between any provision of this First Amendment and any provision of the Declaration, the provisions of this First Amendment shall govern and control.

[Signature Page to Follow]

IN WITNESS WHEREOF, this First Amendment to Declarations of Covenants, Conditions and Restrictions has been executed as of the date first set forth above in the City of San Bernardino, County of San Bernardino, State of California.

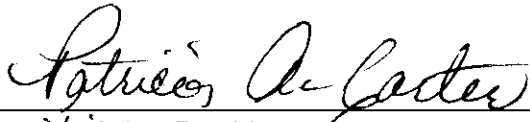
THE LAKESIDE AT THE RESORT HOMEOWNERS  
ASSOCIATION


  
Vice - President

  
Secretary

**CERTIFICATE OF AMENDMENT**

The undersigned, certify that they are the duly elected and acting <sup>vice</sup> President and Secretary of The Lakeside at the Resort Homeowners Association and that the foregoing First Amendment to Declarations of Covenants, Conditions and Restrictions comprising of 3 pages has been duly adopted by a vote or consent of the requisite percentage of the voting power for the Association as required under the Declaration.

By:   
Vice - President

By:   
Secretary

[Notary Acknowledgments Attached]

# CALIFORNIA ALL-PURPOSE 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 San Bernardino }

On August 15, 2014 before me, Connie Bracher, Notary Public  
(Here insert name and title of the officer)

personally appeared Patricia A. Carter and Linda K. Junker,  
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.

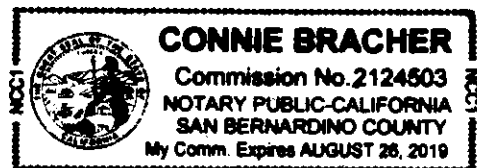
I certify under PENALTY OF PERJURY under the laws of the State of California that  
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Connie Bracher

Notary Public Signature

(Notary Public Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

First Amendment to

(Title or description of attached document)

Declaration of Covenants

(Title or description of attached document continued)

Number of Pages 3 Document Date 8-16-16

### CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)  
☒ Corporate Officer  
Vice President and Secretary  
(Title)  
☐ Partner(s)  
☐ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other \_\_\_\_\_

## INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~ is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ✦ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ✦ Indicate title or type of attached document, number of pages and date.
  - ✦ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.