

LAW OFFICES  
**RICHARD SPEARE**  
4455 H LAMONT STREET  
SAN DIEGO, CALIFORNIA 92109  
TELEPHONE (858) 273-0663  
FACSIMILE (858) 273-5263

COPY

April 11, 2005

Stan Shapoff  
737 San Luis Rey Place  
San Diego, CA 92109

Re: 733-739 San Luis Rey Place

To Whom It May Concern:

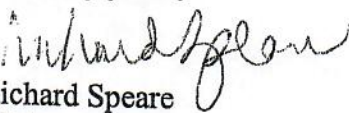
I am an attorney at law licensed to practice law before the courts of the State of California; the following is my legal opinion:

I have reviewed the "FIRST AMENDMENT TO O'BRYAN CONDOMINIUMS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS", and it is a legal document conforming to the Davis-Stirling Common Interest Development Act, and specifically California Civil Code Section 1351.

Rod Jensen, the County Manager of First Southwestern Title Company, has also reviewed the document and concurs in the foregoing statement.

The document speaks for itself in accomplishing the exchange of parking space PS - 2 for garage G - 4.

Sincerely yours,

  
Richard Speare

RS:jsw

LET\Shap405

17589

RECORDING REQUESTED BY  
BY FIRST SOUTHWESTERN TITLE

AND WHEN RECORDED MAIL TO

NAME STANLEY SHAPOFF  
ADDRESS 737 SAN LUIS ROY PL.  
CITY/STATE/ZIP SAN DIEGO CA 92109

DOC # 2005-0548271

JUN 29, 2005 1:08 PM

OFFICIAL RECORDS  
SAN DIEGO COUNTY RECORDER'S OFFICE  
GREGORY J. SMITH, COUNTY RECORDER  
FEES 37.00  
PAGES 11

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

2005-0548271

TITLE(S)

FIRST AMENDMENT TO O'BRYAN CONDOMINIUMS DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS

TITLE ORDER NO. 65726-ACC ESCROW NO. \_\_\_\_\_ APN 423-744-14,04

FIRST AMENDMENT TO "O'BRYAN CONDOMINIUMS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS"

The "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS"

("Declaration") recorded August 15, 1988 as document number 88 401437 with respect to the property commonly known as 733-739 San Luis Rey Place, San Diego, California, and more particularly described on Exhibit A attached hereto and by this reference incorporated herein by reference, is hereby amended as follows:

1. Article II DESCRIPTION AND DIVISION OF THE PROJECT, section 2. Division of Project, subsection c. Restricted Common Area is herewith restated in its entirety as follows:

"Any portion of the Common Area which is referred to as a "Restricted Common Area" on the Condominium Plan is hereby set aside and allocated for the exclusive use of the owners of the unit to which the Restricted Common Area is assigned on the Condominium Plan, except that the **parking spaces** and **garages** are herewith re-assigned as set forth herein directly below, which designations supercede and replace all assumed designations set forth on the condominium plan. Such exclusive use shall be in accordance with the provisions of the governing documents. Restricted Common Areas include patio, balcony, garage, and outdoor parking areas.

Living Unit #	Common Street Number	Garage or Parking Space Designation On Condominium Plan, Allocated to this Living Unit
1	733	PS-1
2	737	G-4
3	735	G-3
4	739	PS-2

Any owner or owners may execute conveyances to effectuate the foregoing re-allocation, regardless of any language to the contrary in the Declaration.

As of the execution of this Amendment, the undersigned are the owners of at least seventy-five percent (75%) of the Condominiums in the Project, and are legally authorized to and




herewith approve and ratify this amendment.

IN WITNESS WHEREOF, the undersigned, being owners herein, have executed this instrument on the dates beside their respective signatures.

(737 San Luis Rey Place, unit 2)


Dated: 6/22/05

  
Stanley Shapoff

First Amendment to Declaration (continued)

(739 San Luis Rey Place, unit 4)

Dated: 6/22/05

  
Stanley Shapoff

(733 San Luis Rey Place, unit 1)

Dated: \_\_\_\_\_

\_\_\_\_\_  
Paul R. O'Boyle    Saozinna A. O'Boyle

(735 San Luis Rey Place, unit 3)

Dated: \_\_\_\_\_

\_\_\_\_\_  
Jeffrey N. Garland    Susan J. Garland, Trustees  
Of the Garland Family Trust UDT 8/14/03

Stanley Shapoff

## First Amendment to Declaration (continued)

(739 San Luis Rey Place, unit 4)

Dated: \_\_\_\_\_


\_\_\_\_\_  
Stanley Shapoff

(733 San Luis Rey Place, unit 1)

Dated: \_\_\_\_\_

\_\_\_\_\_  
Paul R. O'Boyle    Saozinna A. O'Boyle

(735 San Luis Rey Place, unit 3)

Dated: 5/23/05  
\_\_\_\_\_  
Jeffrey N. Garland    Susan J. Garland, Trustees  
Of the Garland Family Trust UDT 8/14/03  
JEFFREY N. GARLAND, Trustee

17593

Stanley Shapoff

First Amendment to Declaration (continued)

(739 San Luis Rey Place, unit 4)

Dated: \_\_\_\_\_

\_\_\_\_\_  
Stanley Shapoff

(733 San Luis Rey Place, unit 1)

Dated: June 13, 2005

  
\_\_\_\_\_  
Paul R. O'Boyle Saozinna A. O'Boyle

(735 San Luis Rey Place, unit 3)

Dated: \_\_\_\_\_

\_\_\_\_\_  
Jeffrey N. Garland Susan J. Garland, Trustees  
Of the Garland Family Trust UDT 8/14/03

## EXHIBIT A    LEGAL DESCRIPTION:

Lots "C" and "D" of Block 12 of Mission Beach, according to Maps thereof Nos. 1651 and 1809, in the City of San Diego, County of San Diego, State of California, filed in the office of the County Recorder of San Diego County, December 14, 1914.

17595

State of California

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County of SAN DIEGO

On 6-27-05 Before me, Arin Kassel,  
Notary Public, personally appeared Stanley Shapiro

~~personally known to me~~ (or proved to me on the basis of  
satisfactory evidence) to be the person whose name is subscribed  
to the within instrument and acknowledged to me that he executed  
the same in his authorized capacity, and that by his signature on  
the instrument the person or the entity upon behalf of which the  
person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Arin Kassel (Seal)



SanLamd



State of California :

County of SAN DIEGO :

On 5/25/05 Before me, CHARLES SCOTT  
Notary Public, personally appeared JEFFREY N. GARLAND

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)



- Amendment TO CCR S  
- Dated 5/25/05  
- Self as Trustee

SanLAnd

State of California

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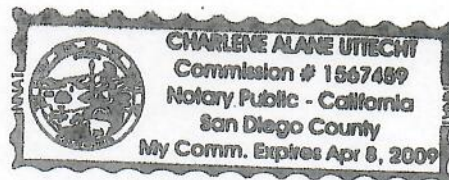
County of SAN DIEGO

On May 23, 2008 Before me, Charlene Alane Utecht  
Notary Public, personally appeared Susan S. Garland

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Charlene Alane Utecht (Seal)



SanLand

17598

State of California

County of SAN DIEGO

On June 13, 2005 Before me, Jenna B. McFarland  
Notary Public, personally appeared Paul D. Boyle

personally known to me ~~(or proved to me on the basis of~~  
~~satisfactory evidence)~~ to be the person whose name is subscribed  
to the within instrument and acknowledged to me that he executed  
the same in his authorized capacity, and that by his signature on  
the instrument the person or the entity upon behalf of which the  
person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Jenna B. McFarland (Seal)

SanLand



17599

State of California

County of SAN DIEGO

On JUNE 16, 2005 Before me, CATHERINE G. LIM  
Notary Public, personally appeared SAOZINHA ADELAIDE MENESES  
personally known to me ~~for proved to me on the basis of~~  
~~satisfactory evidence~~ to be the person whose name is subscribed  
to the within instrument and acknowledged to me that he executed  
the same in his authorized capacity, and that by his signature on  
the instrument the person or the entity upon behalf of which the  
person acted, executed the instrument.

WITNESS my hand and official seal.

Signature [Signature] (Seal)

SanLand



From: "Jeff Garland" <Jeff.Garland@KTS-LAW.com>  
Subject:  
Date: March 29, 2005 11:00:59 AM PST  
To: <displays@display-booths.com>

Stan

This will recap our conversations about your purchase of Gene and Pat's condo and then either concurrently or later transferring their garage to you as owner of your present condo and transferring your present parking spaces to the you (or a third party) as the new owner of Gene and Pat's unit. Since this would be inconsistent with the current CC&Rs and Condo Plan you have asked that Suzy and I sign an amendment which would amend the CC&Rs and, in effect, amend the Condo Plan. We have no objection to the switch in parking, but in order to sign any amendments we would request the following:

1. That the O'Boyles also agree to and sign the amendment;
2. That Gene and Pat are aware of the amendment and the concept and have no objection;
3. That we receive an opinion letter from an attorney addressed to us and to the association that the amendment to the CC&Rs, and thus the Condo Plan, is in compliance with all applicable laws, including, without limitation the Subdivision Map Act and the Davis-Stirling Common Interest Development Act. The letter has to be in such form that we can rely on it and seek recourse against the attorney should he be in error and we become involved in any type of controversy or action.
4. That the amendment be recorded only after the transfer to you is complete and shall be recorded by and through escrow only.
5. That the amendment be delivered into escrow with joint instructions from you and Gene and Pat instructing escrow that the amendment is only to be recorded at the close of your pending escrow with Gene and Pat and if there are cancellation instructions, the amendment becomes null and void and the original returned to Gene and Pat. The escrow should also be instructed to notify the title company that the amendment will be filed concurrently with the close.

Some of the above (eg 4 and 5) may be unnecessary if you decide not to double escrow the property and withhold the recordation of the amendment and any transfer of the parking areas until after closing. And we can discuss any of it – it could be that I will think of something else but I hope not.

Sorry to be so wordy etc, but as you know our goals are to make sure that we don't sign anything that doesn't comply with all applicable laws, that Gene and Pat are protected in the event there are any problems with their agreement with you, that everyone knows whats going on and of course that at the end of the day your intent re the parking can be accomplished.

Please keep me informed. Thanks.

Jeffrey Garland  
Kimball, Tirey & St. John  
1202 Kettner Blvd. Third Floor  
San Diego, Ca. 92101  
619.544.1144 (direct)  
619.234.7692 (fax)