

**MENDOCINO MANAGEMENT ASSOCIATION No. 1**  
**DECLARATION OF COVENANTS, CONDITIONS, & RESTRICTIONS (CC&Rs)**  
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RESTATED AND AMENDED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This RESTATED AND AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration") shall be effective upon recordation with the San Diego County Recorder's Office, State of California. This Declaration restates, amends and supersedes in its entirety that certain "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS", executed by AVCO COMMUNITY DEVELOPERS, INC. as Declarant, recorded on June 9, 1971, as Document 1971-121306 in the San Diego County Recorder's Office, State of California and that certain "FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS", executed by AVCO COMMUNITY DEVELOPERS, INC., recorded on September 17, 1971, as Document 1971-211325, in the San Diego County Recorder's Office, State of California.

This Declaration affects and concerns that certain real property in the City of Chula Vista, County of San Diego, State of California (herein "[Property](#)"), which is more particularly described as follows:

"Lots 1 through 200 and Lots A through J of Brandywine Unit No. 1 according to Map thereof No. 6958 recorded in the Office of the County Recorder of San Diego County, California, on June 7, 1971."

The Owners of the [Property](#) hereby desire and intend that the Property shall be held, sold, conveyed and used subject to the covenants, conditions, restrictions, rights, reservations, limitations, easements and equitable servitudes set forth herein for the purpose of preserving and protecting the value and desirability of the Property pursuant to a general plan of ownership for the benefit of the Owners of the Property, or any portion thereof, which shall run with the Property and be binding on all parties having any right, title or interest in the Property, or any part thereof, and their heirs, successors and assigns in accordance with the superseding provisions of this Declaration.

## ARTICLE I: DEFINITIONS

Section 1.1 "Articles" means the Articles of Incorporation of the Mendocino Management Association No. 1, filed in the Office of the Secretary of State of California, on June 8, 1971, as such Articles may be amended from time to time.

Section 1.2 "Association" means the MENDOCINO MANAGEMENT ASSOCIATION NO. 1, a California nonprofit mutual benefit corporation, and its successors and assigns.

Section 1.3 "Board" means the Board of Directors of the [Association](#), as the same may be elected or appointed to serve from time to time.

Section 1.4 "Bylaws" means the Restated and Amended Bylaws of the [Association](#) as the same may be amended from time to time.

Section 1.5 "Common Area" shall mean all of the real property owned by the [Association](#) for the common use and enjoyment of the Owners which is described as:

"Lots G through I of Brandywine Unit No. 1 according to Map thereof No. 6958 filed in the office of the County Recorder of San Diego County, California on June 7, 1971"

Section 1.6 "Declaration" means this Restated and Amended Declaration of Covenants, Conditions and Restrictions applicable to the real property ("Property") comprising the Mendocino Planned Development recorded in the Office of the San Diego County Recorder's Office, State of California, including any amendments thereto as may be adopted and recorded from time to time.

Section 1.7 "Governing Documents" shall mean the [Articles of Incorporation](#), [Bylaws](#), [Declaration](#) and adopted rules and regulations of the [Association](#) which govern the operation of the [Project](#) and the affairs of the Association.

Section 1.8 "Lot" means any plot of land shown on any recorded subdivision map of the [Property](#) with the exception of the [Common Area](#). As herein used, "Lot" may also include the building structure and its living space situated on a Lot.

Section 1.9 "Member" means those [Persons](#) entitled to membership in the [Association](#) as provided in the [Bylaws](#) or this [Declaration](#).

Section 1.10 "Mortgage" means a mortgage or deed of trust encumbering a [Lot](#) or any other portion of the [Property](#). "First Mortgage" means a Mortgage that has priority over all other Mortgages encumbering the same Lot or other portion of the Property. "Mortgagee" means a person for whose benefit a Mortgage is made and includes the beneficiary of a deed of trust and any guarantor or insurer of a Mortgage. "Mortgagor" means a person who mortgages his, her, or its property to another (i.e. the maker of a Mortgage), and shall include the trustor of a deed of trust.

Section 1.11 "Owner" means the record owner, whether one (1) or more [Persons](#), of any [Lot](#) as defined herein, including contract sellers and holders of fee

simple title, a life estate or an estate for years, but excluding Persons or entities having any interest merely as security for the performance of an obligation.

Section 1.12 "Person" means a natural person, a corporation, a partnership, a trustee, or other legal entity.

Section 1.13 "Property" means the real property [described above](#) in this Declaration. The [Property](#) is a Planned Development.

Section 1.14 "Project" means the entire parcel of [Property](#), including all structures and improvements erected thereon comprised of [Separate Interests](#) and [Common Areas](#) as described in this Declaration.

Section 1.15 "Separate Interest" means an individual [Lot](#) as defined in this Declaration.

## ARTICLE II: THE PROPERTY

Section 2.1 Lots. Each of the individually owned [Lots](#) are separately shown, numbered and defined in the recorded Map No. 6958 [as described above](#). Each Lot has appurtenant thereto the exclusive right and easement to use and enjoy the [Common Area](#).

Section 2.2 Common Area. The [Common Area](#) includes Lots G through I as shown and defined in the recorded Map No. 6958 [as described above](#). The Common Areas are owned by the [Association](#) for the common use and enjoyment of the [Owners](#).

Section 2.3 Prohibition Against Severance. Any conveyance, judicial sale, or other voluntary or involuntary transfer of a [Lot](#) includes all interests and appurtenances as shown in the original deed of conveyance thereto and a membership interest in the [Association](#). Any transfer that attempts to sever those component element interests shall be null and void.

Section 2.4 Notice of Lease or Transfer. The [Association](#) shall be notified in writing by the [Owner](#) upon the lease or rental of a [Lot](#) specifying the name of the lessee or tenant together with such other information as may be reasonably requested by the Association. In the event of a sale or other transfer of ownership of a Lot, the new owner shall promptly notify the Association, in writing, specifying the name and address of the new Owner, together with such other information as may be reasonably requested by the Association. The Association may charge the Owner a reasonable fee to update its records regarding any such lease, rental or transfer of any Lot.

Section 2.5 Access Easements. The [Association](#), together with its agents, employees, contractors or representatives shall have the right, after reasonable notice (not less than 24 hours except in emergencies) to the [Owner](#) thereof, to enter any [Lot](#), or any portion thereof, for the purpose of performing repairs, maintenance, restoration, reconstruction or similar activities within the responsibility of the Association for the benefit of the [Common Area](#) or for the benefit of the Owners in common regarding all or a portion of the [Property](#). Any such entry shall be made with

as little inconvenience to the **Owner**, or occupants of the **Lot**, as practicable and any damages or loss caused thereby shall be repaired or replaced at the expense of the **Association**.

Section 2.6 Architectural Control. No building or other structure or improvement shall be erected, placed or altered upon any portion of the **Property** until the complete plans and specifications therefor have been approved in writing by the **Board**, or its Architectural Committee. The Board may adopt procedures and requirements as it deems appropriate for the processing and approval (or disapproval) of **Owner's** applications for exterior alterations or improvements upon any **Lot**. All exterior alterations or improvements must comply with all applicable building codes, laws and ordinances. The Board shall have the sole discretion to determine if any proposed alteration or improvement is in harmony in all respects with **Property** and whether the same shall be approved or disapproved.

### ARTICLE III: THE ASSOCIATION

Section 3.1 Membership. Every **Owner**, upon becoming an Owner of a **Lot**, automatically becomes a member of the **Association**. Ownership of a **Lot** is the sole qualification for membership. Each **Member** has the rights, duties, privileges, and obligations as set forth in the **Governing Documents**. Membership automatically ceases when the Owner no longer holds an ownership interest in a **Lot**. All memberships shall be appurtenant to the **Lot** conveyed, and cannot be transferred, assigned, conveyed, hypothecated, pledged or alienated except as part of a transfer of the Owner's entire ownership interest, and then only to the transferee. Any transfer of the Owner's title to his or her **Lot** automatically transfers the appurtenant membership to the transferee.

Section 3.2 Powers and Duties. The **Association's** powers and duties shall be as set forth in its **Articles** and in its **Bylaws**, as the same may be amended from time to time, which are incorporated herein in full by this reference, or as otherwise expressly provided in this **Declaration**.

### ARTICLE IV: ASSESSMENTS AND COLLECTION PROCEDURES

Section 4.1 Covenant to Pay Assessments. Each **Owner** by acceptance of a deed (or other conveyance) of one or more **Lots** (whether or not expressly stated in such deed or conveyance) thereby covenants and agrees to pay the **Association** regular assessments, special assessments and special individual assessments as shall be established pursuant to the provisions of this **Declaration**.

Section 4.2 Owner's Personal Obligation for Assessments. Regular and special assessments and any late charges, interest, costs of collection, including attorney fees as provided in this Article, or as provided in any superseding statute, shall be a personal debt of the **Owner** of the **Lot** at the time the assessment or other sums are levied and each Owner promises to pay such amounts to the **Association**. The Owner may not waive or otherwise escape liability for these assessments, or other charges, by non-use of the **Common Area** or abandonment of the Owner's **Lot**.

Section 4.3 Creation of Assessment Lien. All regular and special assessments, together with late charges, interest, costs of collection, including attorney fees, shall be a charge on the individual **Lot** and shall be a continuing lien

upon the **Lot** against which the assessment is made from and after the time the **Association** causes to be recorded a **Notice of Delinquent Assessment** pursuant to the provisions of Civil Code § 1367, or its comparable superseding statute.

Section 4.4 Assessment Roll. The **Association** shall maintain, and update as necessary, an assessment roll for every **Lot** subject to assessment hereunder, reflecting the name and address of each **Owner**, together with all regular assessments, special assessments and special individual assessments levied against each **Owner** and his or her **Lot** and the amount of such assessments which have been paid or which remain unpaid.

Section 4.5 Amount and Purpose of Assessments. The **Association** shall levy regular and special assessments sufficient to perform its obligations subject to the provisions of this Article or applicable law. The assessments levied by the **Association** shall be used exclusively to promote the operation, repair, replacement, improvement and maintenance of the **Property** and to discharge any other obligations of the **Association** as provided in the **Governing Documents** or by law.

Section 4.6 Regular Assessments. Regular assessments shall be established annually by the **Board** based on the pro forma operating budget and the reserve account(s) allocations and funding of the **Association**. Any increase or decrease in regular assessments shall be allocated equally (in the same dollar amount) to each **Lot**. Each **Owner** is obligated to pay regular assessments in equal monthly installments on or before the first day of each month, unless the **Board** adopts an alternate method of payment.

Section 4.7 Special Assessments. If the **Board** determines that the amount to be collected from regular assessments will be inadequate to defray the expenses for the year because of the cost of any construction, unexpected repairs or replacements of capital improvements upon the **Common Area**, or any other reason, it shall make a special assessment for the additional amount required, subject to membership approval, in accordance with the provisions of this Article.

Section 4.8 Limitation on Assessment Increases.

A. Increase Approvals. The **Board** shall not impose a regular assessment that is more than twenty percent (20) greater than the regular assessment for the **Association's** preceding fiscal year OR impose a special assessment which in the aggregate exceeds five percent (5) of the budgeted gross expenses of the **Association** for that fiscal year without the approval of **Owners** constituting a quorum and who cast a majority of the votes at a meeting or election of the **Association** duly called for that purpose. The "quorum" for purposes of this section means more than fifty percent (50) of the **Owners** of the **Association**. However, this section does not limit assessment increases for emergency situations. An "emergency situation" for purposes of this section means any of the following;

- 1) An extraordinary expense required by a court order; or
- 2) An extraordinary expense necessary to repair or maintain the **Property** or any part of it which the **Association** is responsible where a threat to personal safety on the **Property** is discovered; or
- 3) An extraordinary expense necessary to repair or maintain the **Property** or any part of it for which the **Association** is responsible that could not have

been reasonably foreseen by the **Board** in preparing the pro forma operating budget under Civil Code Section 1365 (or its comparable superseding statute). However, prior to the imposition or collection of an assessment under this subdivision, the Board shall pass a resolution containing written findings as to the necessity of the extraordinary expense involved and why the expense was not or could not have been reasonably foreseen in the budgeting process, and the resolution shall be distributed to the members with the notice of assessment.

B. Notice of Assessment Increases. The **Association** shall provide notice by first-class mail to the **Owners** of any increase in the regular assessment, or of a special assessment, not less than thirty (30) days nor more than sixty (60) days prior to the date the increased assessment shall become due.

C. Compliance with Financial Statement Requirements. Annual increases in regular assessments for any fiscal year shall not be imposed unless the **Board** has complied with the "Financial Documents" provisions of subdivision (a) of Civil Code Section 1365 (or its comparable superseding statute) with respect to that fiscal year OR has obtained the approval of a majority of a quorum of the **Owners** at a meeting or election of the **Association** conducted for that purpose in accordance with the **Bylaws**.

Section 4.9 Special Individual Assessments. The **Board** may impose a special individual assessment or assessments against an **Owner**, provided the Owner has been afforded the notice and opportunity for hearing as specified in Article III, Section 3 of the **Bylaws**, for the following:

1) Damage to Common Area. In the event that any damage to, or destruction of, any portion of the **Common Area**, including any other portion of the **Property** which the **Association** is obligated to maintain or repair is caused by the willful misconduct or negligent act or omission of any **Member**, or the Member's family, tenants, guests, employees, contractors, agents or invitees, the **Board** may cause the same to be repaired or replaced, and all costs and expenses incurred shall be assessed against such **Owner/Member** as a special individual assessment.

2) Expenses for Member Compliance. In the event that the **Association** incurs any costs or expenses, including attorney fees, to accomplish a) collection of delinquent assessments, or other authorized charges or fees; or b) to enforce the **Owner's** obligation to repair, maintain or replace any portion of the **Property** that the Owner is responsible to maintain under the **Governing Documents** which the Owner has failed to complete in a timely manner after demand to do so; or c) to bring the Owner and/or his or her family, tenants, guests, employees, contractors, agents or invitees into compliance with any provision of the **Governing Documents**, then the amount incurred by the **Association** to enforce such compliance, together with all costs of collection or enforcement, including monetary penalties and reasonable attorney fees shall be assessed and charged solely to and against the Owner as a special individual assessment.

3) Expenses Required to Maintain Lot. If any **Lot** is maintained in such a manner as to constitute a nuisance, fire or safety hazard, or any other similar reason, the **Association** shall have the right to enter and abate or correct the offensive or hazardous condition(s) and the costs and expense of such action may be



imposed as a special individual assessment against the offending **Owner** and the Owner's **Lot**

4) Limitation on Right to Lien. Special individual assessments imposed incident to the enforcement and collection of assessments, including late charges, interest, costs of collection, title reports, recording or court filing fees, attorney fees, and the like OR to reimburse the **Association** for the costs incurred to repair damage to the **Common Area** for which a **Member**, or the Member's family, guests, tenants, or invitees is responsible, shall be subject to a **Notice of Delinquent Assessment (Lien)** and enforceable in any manner permitted by law as provided in Civil Code Section 1367 (or its comparable superseding statute). Special individual assessments imposed solely as a disciplinary measure, such as monetary penalties, to enforce compliance with the **Governing Documents** may not be characterized or treated as an assessment and the same shall not become a lien against the **Owner's Lot** or **Separate Interest**.

Section 4.10 Enforcement of Assessments.

A. Delinquent Assessments, Late Charges, etc. Regular assessments, special assessments and special individual assessments, shall be delinquent fifteen (15) days after they become due. If an assessment is delinquent the **Association** may recover all of the following:

1) Reasonable costs incurred in collecting the delinquent assessments, including reasonable attorney's fees; and

2) A late charge not exceeding ten percent (10) of the delinquent assessment or ten dollars (\$10.00), whichever is greater (a late charge shall be imposed only once for the same delinquent assessment); and

3) Interest on all sums imposed in accordance with this Article (including assessments, late charges, costs of collection including attorney's fees) at an annual rate not to exceed twelve percent (12), commencing thirty (30) days after the assessment and other authorized amounts become due.

B. Notice of Delinquent Assessment (Lien). Before the **Association** may place a lien on the **Separate Interest** (i.e. **Lot**) of an **Owner** to collect a debt which is past due, the Association shall notify the Owner in writing by certified mail of the fee and penalty procedures of the Association, provide an itemized statement of the charges owed by the owner, including items on the statement indicate the principal owed, any late charges and the method of calculation, any attorney's fees, and the collection practices used by the Association, including the right of the Association to the reasonable costs of collection. The amount of regular or special assessments, plus any costs of collection, including attorney fees, late charges and interest assessed in accordance with this Article shall be a charge and continuing lien on the Owner's Lot from and after the time the Association causes to be recorded in the Official Records of the San Diego County Recorder's Office a Notice of Delinquent Assessment (Lien) [also referred to herein as "assessment lien"], which shall state the name of the owner(s) of record of the Lot, the amount of the delinquent assessments, plus costs of collection, including attorney fees, late charges and interest, a legal description of the Lot against which the charges have been levied, and, in order for the lien to be enforced by non judicial foreclosure, the name and address of the trustee authorized

by the Association to enforce the lien by sale. The Notice of Delinquent Assessment (Lien) shall be signed by the person designated by the Association for that purpose, or if no one is designated, by the president of the Association. A copy of the Notice of Delinquent Assessment (Lien) shall be mailed in the manner (i.e. by registered or certified mail, postage prepaid) set forth in Civil Code Section 2929b (or its comparable superseding statute), to all record owners of the owner's interest in the common interest development (**Project**) not later than 10 calendar days after recordation. Upon payment of all sums specified in the Notice of Delinquent Assessment (Lien), the **Association** shall cause to be recorded a further notice stating the satisfaction and release of the lien thereof. Payments by the **Owner** toward the debt owed shall be first applied to the principal owed, and only after the principal owed is paid in full shall such payments be applied to interest or collection expenses. The lien created by the recordation of the Notice of Delinquent Assessment shall be prior to all other liens recorded subsequent thereto; except for (a) the lien or charge of any first **Mortgage** of record made in good faith and for value, provided that such subordination shall apply only to the assessments which have become due or payable prior to the transfer of such property pursuant to the exercise of a power of sale or judicial foreclosure involving a default under such first Mortgage or deed of trust, or other prior encumbrance, or (b) any taxes, bonds or other such levies which are made superior thereto by law.

C. Lien Enforcement Remedies. After the expiration of thirty (30) days following the recording of the **Notice of Delinquent Assessment (Lien)**, the lien created by the recordation of a Notice of Delinquent Assessment (Lien) may be enforced in any manner permitted by law, including sale by the court (i.e. judicial enforcement), sale by the trustee designated in the Notice of Delinquent Assessment (Lien) [non judicial foreclosure] or sale by the trustee substituted pursuant to Section 2934a of the California Civil Code (or its comparable superseding statute). Any sale by the trustee shall be conducted in accordance with the provisions of Civil Code Sections 2924, 2924b and 2924c (or their comparable superseding statutes) applicable to the exercise of powers of sale in mortgages and deeds of trust. Nothing in this Article, or subdivision (a) of Section 726 of the California Code of Civil Procedure shall prohibit an action against the **Owner** on the Owner's personal obligation to pay assessments to recover the sums for which a lien is created pursuant to Section 1367 of the Civil Code (or its comparable superseding statute) or shall prohibit the **Association** from taking a deed in lieu of foreclosure.

D. Enforcement of the Owner's Personal Obligation to Pay Assessments. The **Association** may initiate a legal action against the **Owner** personally obligated to pay the delinquent assessments or other authorized amounts owing to the Association as authorized in this Article.

Section 4.11 Statement of Delinquent Assessment. The **Association** shall, upon written request by any **Owner**, provide the Owner with a statement specifying the amount of assessments levied against the Owner's **Lot** that are unpaid and delinquent on the date of the statement and the amount of late charges, interest, costs of collection including attorney's fees as of the date of the statement that are or may be made a lien on the Owner's Lot. The Association may charge the Owner a reasonable fee to cover its costs to prepare, reproduce and distribute the statement required by this Section.

Section 4.12 Transfer of Lot by Sale or Foreclosure. The following provisions shall govern the **Association's** rights to enforce its assessment collection remedies following the sale or foreclosure of a **Lot**.

A. Except as provided in paragraph B below, the sale or transfer of any **Lot** shall not affect any **Notice of Delinquent Assessment (Lien)** duly recorded with respect to that Lot before the sale or transfer, and the **Association** can continue to enforce its lien by either judicial or nonjudicial foreclosure, or any other action permitted by law, in spite of the change in ownership.

B. The **Association's** assessment lien shall be extinguished as to all delinquent sums, late charges, interest, and costs of collection incurred before the sale or transfer of a **Lot** under a foreclosure or exercise of a power of sale by the holder of a prior encumbrance (but not under a deed-in-lieu of foreclosure). A "prior encumbrance" means any first mortgage or other mortgage or deed of trust or lien recorded before the Association's assessment lien.

C. No sale or transfer of a **Lot** as the result of a foreclosure, exercise of a power of sale, or otherwise, shall relieve the new **Owner** of that Lot from liability for any assessments thereafter becoming due for that Lot.

D. No sale or transfer of a **Lot** as the result of foreclosure, exercise of a power of sale, or otherwise, shall affect the **Association's** right to maintain an action against the foreclosed previous **Owner's** personal liability for assessments to collect all amounts due from the previous **Owner** prior to the sale or transfer.

#### ARTICLE V: USE RESTRICTIONS AND COVENANTS

Section 5.1 General. The use and enjoyment of the **Property** by **Owners** and their tenants, guests, invitees and other persons deriving rights from an Owner, are subject to all of the provisions of the **Association's** **Governing Documents**. Each such person(s) shall comply with the provisions of this **Declaration** and the other **Governing Documents** and be subject to any enforcement actions in the event of a violation thereof as provided in the Association's **Governing Documents** or by law.

Section 5.2 Use of Common Area. the use and enjoyment of the **Common Area** and **Common Facilities** are subject to the following:

(a) The **Association** may designate portions of the **Common Area** for the exclusive use of less than all **Owners**, provided that the designation is not inconsistent with the rights of any Owner;

(b) Each **Owner** is entitled to reasonable access to the **Common Area** for the purpose of maintaining those areas of the **Property** for which such Owner is responsible, subject to the consent of the **Association** and to any other conditions reasonably imposed by the Association;

(c) The **Association** shall have an easement in, to, and throughout the **Common Area** and the improvements thereon as may be necessary to perform its duties and exercise its powers as set forth in the **Governing Documents**;

(d) Subject to the provisions of this [Declaration](#), each [Owner](#) has non-exclusive rights of ingress, egress, and support, if necessary, through the [Common Area](#). These rights are appurtenant to each [Lot](#), and the [Common Area](#) is subject to these rights;

(e) [Owner's](#) rights to use and enjoyment of the [Common Area](#) are subject to the restrictions set forth in this [Declaration](#);

(f) The [Association](#) may grant to third parties easements in, on and over the [Common Area](#) for the purpose of constructing, installing, or maintaining any utilities and services deemed appropriate in the discretion of the [Board](#), and each [Owner](#), in accepting the deed to his or her [Lot](#), expressly consents to these easements. No such easement may be granted if it would interfere with any exclusive easement or with any [Owner's](#) use, occupancy or enjoyment of a [Lot](#);

(g) An [Owner](#) who has leased, rented or sold his or her [Lot](#) to a contract purchaser shall be deemed to have delegated all of his or her rights to use and enjoy the [Common Area](#) to such persons who reside in the [Lot](#).

Section 5.3 Liability for Damage. Each [Owner](#) is liable to the [Association](#) for any damage to the [Common Area](#) or to Association-owned property caused by the [Owner](#) or the [Owner's](#) family, guests, employees, tenants, pets or invitees. In the case of joint ownership of a [Lot](#), the liability of co-owners is joint and several.

Section 5.4 Restrictions on Use. In exercising the right to occupy or use a [Lot](#) or the [Common Area](#) and its improvements, an [Owner](#) and the [Owner's](#) family, guests, employees, tenants, agents or invitees shall not do, permit or allow to be done any of the following:

(a) Occupy or use any [Lot](#), in whole or in part, for any purpose other than for non-commercial, private residential use. A [Lot](#) shall not be occupied by more individuals than permitted by zoning, government regulation or applicable law. Use of a [Lot](#) for "time-sharing" occupancy is expressly prohibited.

(b) Permit anything to obstruct the [Common Area](#) or interfere with the rights of other [Owners](#), or perform any act or permit any noise which may be or become an annoyance or nuisance to other [Owners](#), other than in accordance with reasonable rules established by the [Board](#).

(c) Perform any act or keep anything on or in any [Lot](#) or in the [Common Area](#) that would result in the cancellation of insurance on any [Lot](#) or on any part of the [Common Area](#) or that would cause an increase in the rate of insurance maintained by the [Association](#).

(d) Engage in any act or perform any activity in or about the [Property](#) which would be in violation of any statute, law, ordinance or governmental rule or regulation.

(e) Display any sign to the public view on or from any [Lot](#) or the [Common Area](#) without the prior written consent of the [Board](#), except that the [Owner](#) may post on his or her [Lot](#) a single "For Rent" or "For Sale" sign of reasonable dimensions and appearance as determined by the [Board](#) or as stated in the Rules and Regulations of the [Association](#).

(f) Construct, install or maintain any television or radio antennae, satellite dish, or similar installations in any **Lot**, except as may be permitted by law and then subject to the reasonable rules and regulations of the **Association** as provided in California Civil Code Section 1376, or its comparable superseding statute or Federal law.

(g) Permit any animals, reptiles, insects or birds of any kind to be raised, bred or maintained in any **Lot**, or any other portion of the **Property**, except no more than two (2) usual and ordinary household pets such as dogs, cats, birds, etc. being kept and maintained by the **Owner**-occupant in accordance with codes and ordinances of the City of Chula Vista. After the recordation of this Restated and Amended **Declaration**, the **Owner** of a **Lot** shall have the right to keep at least one (1) domesticated bird, cat, dog, aquatic animal kept within an aquarium. All such pets are subject to reasonable rules and regulations adopted by the **Association** as provided in California Civil Code Section 1360.5, or its comparable superseding statute.

(h) Alter, construct or remove anything from the **Common Area** or affix or attach anything thereto, including the exterior surfaces of the buildings and structures located thereon, or install any equipment, fixtures, or improvements of any kind thereto, except as may be provided by the prior written approval of the **Board** or in the Rules and Regulations of the **Association**.

(i) Allow any trailer, camper, mobile home, commercial vehicle, truck (other than a standard size pickup, van or recreational vehicle), boat, unlicensed or inoperable vehicles, or similar equipment to be kept or maintained upon any portion of the **Property**, except as may be provided by the prior written approval of the **Board** or in the Rules and Regulations of the **Association**.

(j) Permit any portion of the **Common Area** to be used for the sale or display of goods, wares, or merchandise or for any other commercial purpose except as may be provided by the prior written approval of the **Board** or in the Rules and Regulations of the **Association**.

(k) Allow any fence, rail or hedge over 36 inches in height to be placed in front of the set-back line on a **Lot**, as shown on the recorded Map No. 6958 for the subdivision. No fence, wall (except an existing retaining wall), rail or hedge shall be over 72 inches in height elsewhere on the **Lot**, except with the prior written consent of the **Board**, or its Architectural Committee.

(l) Make any change to the established drainage pattern over a **Lot** from adjoining or other **Lots**. In the event it is necessary to change the established drainage of a **Lot**, which requires the prior approval of the **Board**, or its Architectural Committee, the **Owner** shall make adequate provision for proper drainage thereafter.

Section 5.5 Lot Building Decoration and Alteration. Every **Owner** shall, at his or her sole cost and expense, maintain, repair, paint, paper, panel, plaster and finish the interior surfaces of the ceilings, floors, walls, window and door frames of the building structure on his or her **Lot** and improve or alter any improvements within the exterior surface of the perimeter walls of such building structure provided such improvement or alteration does not affect or impair the structural integrity of any

part of the **Property** and does not involve altering any part of the **Common Area**. All window or door coverings, and any other items visible from the exterior of the building structure, shall be governed by the Rules and Regulations of the **Association**.

Section 5.6 Leases. No **Owner** shall lease his or her **Lot** unless (1) the tenant uses the Lot solely as a private residence, (2) the lease is of the entire Lot and not a portion or portions of the Lot or the building structure situated on the Lot, (3) the lease is not for transient or hotel purposes, (4) the lease term is for a period of at least one year, (5) the lease expressly provides that the leasehold is subject to the **Governing Documents**, (6) the lease expressly provides that the leasehold may not be subleased or assigned, and (7) the Owner furnishes the **Association** a copy of the lease or an affidavit by the Owner certifying that the Lease fully complies with all of the provisions of this Section. The Owner shall promptly notify the Association on a form approved by the **Board** the names of all occupants of the Lot and such other information as the Association may reasonably require. The Owner shall covenant that in the event of any failure of the lessee or tenant to comply with the Governing Documents, the Owner shall take immediate action to ensure the default is cured, including eviction of the lessee or tenant, if necessary.

Section 5.7 Right of Entry. In the event of a violation of any provision of this Article, including without limitation, the failure to comply with a lawful written directive or order from the **Board** to correct such violation, the Board, including its agents and representatives shall have the right of entry into and upon any **Owner's Lot**, after proper notice and opportunity for hearing as provided in Article III, Section 3 of the **Bylaws**, in order to gain access to perform the subject matter of such directive or order, and the costs and expense of such performance shall be the personal obligation of the affected Owner. In addition, the **Association** may initiate any of the enforcement remedies as provided in this **Declaration** to obtain such compliance or right of entry.

Section 5.8 Architectural Control. The **Board** may appoint an architectural control committee which shall be comprised of at least one director and as many **Members** of the **Association** as may be determined by the Board from time to time. No **Owner** shall make any alteration or change to his or her **Lot**, or to any other portion of the **Property**, without full compliance with the Association's architectural guidelines and procedures or without the prior written approval of the Board, or its architectural control committee. The Board may adopt and publish such procedures and guidelines governing any architectural alterations or changes to any Lot within the Property as the Board deems reasonable and appropriate from time to time.

## ARTICLE VI: MAINTENANCE AND REPAIR OF THE PROPERTY

Section 6.1 Maintenance by Association. The **Association** shall be responsible for the care, maintenance, repair, restoration and replacement of the **Common Area** and **property** owned by the Association. In addition, it shall provide exterior maintenance upon each **Lot** which is subject to assessment hereunder, as follows: paint, repair, replace and care for roofs, gutters, down spouts, exterior building surfaces, trees, shrubs, grass, walks, the carport wall mounted light fixtures (and replacement of light bulbs) and other exterior improvements. Such exterior maintenance shall not include glass surfaces, frames or hardware for exterior windows or doors.

In the event that the need for maintenance or repair to the **Common Area** or any other portion of the **Property** that the Association is obligated to maintain and repair is caused by the willful or negligent act of the **Owner**, or the Owner's family, guests, tenants or invitees, the cost of such maintenance or repairs shall be added to and become a special assessment against the Owner's **Lot** and shall also be the personal obligation of the Owner.

Section 6.2 Maintenance and Obligations of Owners. Each **Owner** shall keep clean and in good condition and repair and pay for the following items relating to the Owner's **Lot**:

(A) the glass doors and windows, whether interior or exterior, including the screens, frames, tracts of such doors and windows, together with the hardware or fixtures attached thereto;

(B) the interior areas of the building, including the interior surfaces of the doors, windows, walls, ceilings, floors thereof, and all appliances located within the exterior surface of the perimeter walls of the building;

(C) the plumbing, heating, ventilating and air-conditioning systems, if any, servicing the building, located within the exterior surface of the perimeter walls of the building;

(D) the wires, cables, etc. providing telephone or television service and all related equipment and fixtures thereto, located within the exterior surface of the perimeter walls of the building;

(E) if applicable, the planted area or patio area situated upon the **Lot** of the end units of the building structures;

(F) the cost of electricity for the operation of the carport photo-electric wall-mounted light which is connected to the electricity system of the **Owner's Lot**. No Lot Owner shall tamper with, disconnect or otherwise interfere with the operation or functioning these carport lights in any way or manner;

(G) every **Lot Owner** shall subscribe to and pay for the trash collection service contracted for by the City of Chula Vista, California;

(F) every Lot **Owner** shall keep trees or shrubs on his or her Lot topped or trimmed in accordance with the requirements and specifications of the **Association** in accordance with its rules and regulations.

## ARTICLE VII: INSURANCE

Section 7.1 Fire and Casualty Insurance. The **Association** shall obtain and maintain a policy or policies for fire and casualty insurance with an extended coverage endorsement for the full insurable replacement value of the **Property** (excluding the contents of the living spaces) as determined from time to time by the **Board**. This insurance shall be maintained for the benefit of the Association, the **Owners**, and their **Mortgagees**, as their interest may appear as named insured; subject, however, to any loss payment requirements set forth in this **Declaration**.

Section 7.2 General Liability Insurance. The Association shall obtain and maintain a policy or policies insuring the Association, Owners' and the Owners' family, relatives, tenants, agents, employees, guests and invitees against any liability for bodily injury, death, and property damage arising from the acts and omissions of the Association and its Members with respect to the Common Area. The limits of liability must be at least in the minimum amount of limits of coverage as specified in California Civil Code Section 1365.9 (or its comparable superseding statute). The limits and coverage shall be reviewed at least annually by the Board and increased or decreased in its discretion subject to the provisions of this Article.

Section 7.3 Directors and Officers Liability Insurance. The Association shall obtain and maintain directors' and officers' liability insurance providing coverage for negligent acts, errors or omissions, with at least the minimum amount of limits of coverage as specified in California Civil Code Section 1365.7 (or its comparable superseding statute)

Section 7.4 Other Association Insurance. The Association shall obtain and maintain workers compensation insurance as may be necessary to comply with any applicable law or statute. The Association shall obtain and maintain fidelity bond coverage naming as insureds the Association and all persons or entities handling or having access to the funds of the Association in an amount at least equal to the total funds of the Association, including reserves. The Board may, in its discretion, obtain and maintain such other insurance as it deems reasonable and necessary from time to time.

Section 7.5 Association as Trustee for Policies. The Association is hereby appointed and shall be deemed trustee of the interests of all insureds under the policies of insurance purchased and maintained under this Article by the Association. All insurance proceeds under any of these policies shall be paid to the Association as Trustee. The Association shall use the proceeds for the repair or replacement of the property for which the insurance was carried or for the purposes described in the policies. The Association, as Trustee, is authorized to negotiate loss settlements and to compromise and settle any claims or enforce any claim by any lawful action or proceeding and to execute loss claim forms or releases, in regard to such policies.

Section 7.6 Owner's Individual Insurance. Each Owner shall separately insure his or her personal property and the contents of the building situated on his or her Lot against property damage or casualty loss. In addition, each Owner shall obtain and maintain personal liability insurance for his or her Lot, provided that the insurance contains a waiver of subrogation rights by the carrier as to the other Owners, the Association, and the First Mortgage of the Owner's Lot.

## ARTICLE VIII: DAMAGE OR DESTRUCTION

Section 8.1 Duty to Restore and Replace. If any of the improvements within the Property, whether a portion of the Common Area or the building structures situated on the individual Lots, are destroyed or damaged, the Association shall restore and replace those destroyed or damaged improvements using the proceeds of insurance maintained by the Association in accordance with the Governing Documents and Article VII of this Declaration, subject to the provisions of this Article.



Section 8.2 Proceeds For Automatic Restoration and Repair. If the proceeds of any insurance maintained for the reconstruction or repair of the **Property** are equal to at least 85 of the estimated cost of restoration or repair, the **Association** shall use the insurance proceeds for that purpose, and levy a Special Assessment or obtain the necessary additional funds from another available source, and have the **Property** repaired, restored or rebuilt, unless the **Owners** by a vote or written consent of not less than 67 of the total voting power of the Association object to such proposed repair, restoration or rebuilding within ninety (90) days of the damage or destruction.

Section 8.3 Approval by Owners of Special Assessments. If the proceeds of any insurance maintained by the **Association** for the repair or reconstruction of the **Property** are less than 85 of the estimated costs of such repair or restoration, then any repair or restoration work must be authorized by the vote or written consent of at least 67 of the total voting power of the Association. This authorization shall be given within 120 days of the damage or destruction, and shall authorize the Association to levy a Special Assessment to provide the necessary funds in excess of the amount of any insurance proceeds available for that purpose.

Section 8.4 Election Not To Rebuild. Upon the election not to rebuild, the **Association**, as soon as reasonably possible and as agent for the **Owners**, shall execute and record a certificate stating that the Association will not rebuild and shall sell the entire **Property** on terms acceptable to the Association and free from the effect of this **Declaration**, which shall terminate upon the sale of the **Property**. The net proceeds from such sale (and any insurance proceeds not assigned to the purchaser) shall then be distributed to the **Owners** and their respective **Mortgagees** proportionately according to the respective fair market values of the **Lots** as of the moment immediately preceding the damage or destruction as determined by an independent appraisal. That appraisal shall be performed by an independent appraiser selected by the Association who must be a member of, and apply the standards of, the Society of Real Estate Appraisers or another nationally recognized appraiser organization.

Section 8.5 Association As Power of Attorney. Each of the **Owners** irrevocably appoints the **Association** as attorney-in-fact and irrevocably grants to the Association full power in the name and stead of such Owner to sell the entire **Property**, and to execute deeds and conveyances to it for the benefit of all **Owners** when the Association has been authorized to sell of the **Property** under this Article. The power of Attorney shall (1) be binding on all **Owners**, whether they assume the obligations under this **Declaration** or not; (2) be exercised by a majority of the **Board** subject to obtaining the prior approval by a vote or written consent of the **Owners** representing at least 67 of the total voting power of the Association; and (3) be exercised only after recordation with the County Recorder of San Diego County of a certificate executed on behalf of the Association that the power of attorney is properly exercised under the authority of this Declaration. The certificate shall be conclusive evidence of the proper exercise of the power of attorney in favor of any person relying on it in good faith.

## ARTICLE IX: EMINENT DOMAIN

Section 9.1 Definition of Taking. As used in this Article, "taking" means condemnation by any governmental agency having the power of eminent domain or sale under threat of the exercise of that power.

Section 9.2 Sale to Condemning Authority. If a governmental agency proposes to condemn all or a portion of the **Property**, the **Association** may sell all or a portion of the **Property** to the condemning authority if all **Owners** and **Mortgagees** consent in writing to the sale. Any such sale shall be made by the Association in the capacity of attorney-in-fact for the **Owners**, acting under an irrevocable power of attorney which each **Owner** grants to the **Board**. The sales price shall be any amount deemed reasonable by the **Board**.

Section 9.3 Total Sale or Taking. A total sale or taking occurs when (a) there is a permanent taking or sale to a condemning authority by the **Association** of an interest in all or part of the **Common Area** or all or part of one or more **Lots**, which substantially and adversely affects the ownership, operation, and use of the **Property** as a whole in accordance with the provisions of this **Declaration**; and (b) 120 days have passed since the effective date of the taking and the **Owners** whose **Lots** remain habitable after the taking ("Remaining **Lots**") have not by affirmative vote of a majority of their entire voting interest approved the continuation of the **Property** and the repair, restoration, and replacement to the extent feasible of the **Common Area** and the Remaining **Lots**. Within 60 days after the effective date of any sale or taking which in the opinion of the **Board** would constitute a total sale or taking, the **Board** shall call a special meeting of the **Members** to determine whether or not the **Owners** of the Remaining **Units** will continue the **Property** as provided in this Section. If there is a total sale or taking, the **Board** shall distribute the proceeds of the total sale or taking and the proceeds of any sale pursuant to a partition action, after deducting all incidental fees and expenses related to the taking or partition, to all **Owners** and their **Mortgagees** in accordance with the court judgment or the agreement between the condemning authority and the **Association**, if any such judgment or agreement exists. In all other cases, the proceeds shall be distributed among the **Owners** and their respective **Mortgagees** according to the relative values of the **Lots** affected by the condemnation as determined by independent appraisal. That appraisal shall be performed by an independent appraiser selected by the **Association** who must be a member of, and apply the standards of, the Society of Real Estate Appraisers or other nationally recognized appraiser organization.

Section 9.4 Partial Sale or Taking. A partial sale or taking occurs if there is a sale or taking that is not a total sale or taking as defined in **Section 9.3 above**. The proceeds from any such sale or taking shall be disbursed in the following order of priority, which shall be incorporated into any court judgment or condemnation or agreement between a condemning authority and the **Association**:

(A) To the payment of related fees and expenses.

(B) To **Owners** of **Lots** that have been sold or taken and their respective **Mortgagees**, as their interests may appear, in an amount up to the fair market value of the **Lot(s)** as that value is determined by the court in the condemnation proceeding or, in the absence of such determination, by an appraiser selected in the manner described herein. Such a payment shall immediately terminate the recipient's status as an **Owner**, and the **Board**, acting as the attorney-in-fact of the remaining **Owners**, shall amend this **Declaration** and any other documents, as appropriate, to delete the

sold or taken **Lots** from the **Property**. Each **Owner** whose interest is terminated pursuant to this Section shall, at the request and expense of the **Association**, execute and acknowledge any deed or other instrument that the Association deems necessary to evidence the termination.

(C) To the payment of severance damages to First **Mortgagees** of record of remaining **Lots** affected by the partial sale or taking, to the extent that such Mortgagees can prove that their security has been impaired by the taking.

(D) To the repair, restoration, and replacement of the **Common Area** and any portions of the Remaining **Lots** that the **Owners** are not obligated to restore, to the extent feasible.

#### ARTICLE X: MORTGAGEES

Any **Lot Owner** may encumber his or her Lot by deed of trust or **Mortgage**. The beneficiary of the deed of trust or the **Mortgagee** of a Mortgage is referred to in this paragraph as a "lender". A breach of any of the provisions of this **Declaration** shall not affect or impair the lien or charge of any bona fide deed of trust or Mortgage made in good faith and for value encumbering any of the Lots. A lender who acquires title by foreclosure or deed in lieu of foreclosure shall not be obligated to cure any breach of this Declaration which is noncurable or of a type which is not practical or feasible to cure. It is intended that any loan to facilitate the resale of any Lot after foreclosure or deed in lieu of foreclosure is a loan made in good faith and for value and entitled to all of the rights and protections afforded to other lenders. All liens created by this Declaration, including but not limited to, those based on any regular or special assessment for the payment of money, shall be subordinate to the lien created by any bona fide first deed of trust or first Mortgage of record, provided, however, a lender shall be liable for all such assessments accruing during the actual period of time the lender holds title to a Lot. This liability of assessments on the part of a lender is on a pro-rata basis with the pro-rata period commencing on the date the lender acquires title and ending upon the date of transfer of title to any Lot, whereupon the liability will attach to the transferee. No amendment to this Declaration shall affect any lender to the extent it defeats the lender's then priority position with respect to its lien or which would otherwise adversely affect the lender's position prior to the amendment, unless the approval in writing is obtained from the lender. Any other amendment to this Declaration, which does not adversely affect the position of lenders, adopted in accordance with **Article XII** of this Declaration, shall not require approval of the lenders. Lenders, upon written request to the **Association** for such special notice, shall be given notice of any proposed amendments to this Declaration. Lenders may attend any regular or special meetings of the **Members**, or of the **Board**, concerning any matter relating to their position as a lender. All applicable Fire and Casualty Insurance and extended coverage insurance policies maintained by the Association concerning the **Property** shall contain loss payable clauses naming the lenders of record of any first deed of trust or first Mortgage, as their interest may appear, as may be required by such lenders.

#### ARTICLE XI: ENFORCEMENT

Section 11.1 Right to Enforce. The **Association** or any **Owner** may enforce, by any proceeding at law or in equity, any or all covenants, conditions or restrictions imposed by or pursuant to this **Declaration**. Each Owner has a right of action against

the Association or any other **Owner** for failure to comply with the provisions of the **Governing Documents** or with the decisions of the Association which are made pursuant to the authority granted the Association under the Governing Documents.

Section 11.2 Remedies at Law Inadequate. Except for the non-payment of any assessment or an action at law for the recovery of a money judgment, it is expressly declared hereby that the remedy at law to recover damages for the breach, default or violation of any of the covenants, conditions, restrictions or other equitable servitudes contained in this **Declaration** are inadequate and that the failure of any **Owner** or the Owner's family, tenant, occupant or user of any **Lot** or the Common Area or its facilities, to comply with any provision of the **Governing Documents** may be enjoined or abated by any appropriate action or proceeding by the **Association**, the **Board** or any Owner.

Section 11.3 Nuisance. Without limiting the generality of the other provisions of this Article, the result of every act or omission whereby any provision of this **Declaration** is violated in whole or in part is hereby declared to be a nuisance, and every remedy against nuisance, either public or private, shall be applicable against every such result and may be exercised by the **Association**, the **Board** or any **Owner**.

Section 11.4 Cumulative Remedies, Etc. The respective rights and remedies provided by this **Declaration** or by law or in equity shall be cumulative, and the exercise of any one or more of such rights or remedies shall not preclude or effect the exercise, at the same or different times, of any other such rights or remedies for the same or different breach, default or violation of any provision of the Governing Documents. Moreover, the failure of the **Association**, or its **Board**, to bring an action to enforce any of the **Governing Documents** shall not constitute a waiver of the right to do so thereafter as may be appropriate under the circumstances.

Section 11.5 Costs and Attorney's fees. In any action or proceeding brought to enforce any of the provisions of this **Declaration**, or any of the other Governing Documents, the prevailing party (defined as the party in whose favor judgment is entered) as provided by statute (i.e. pursuant to California Civil Code Section 1354 (f) or its comparable superseding statute) shall be entitled to recovery of its costs of suit, including reasonable attorney's fees.

Section 11.6 Alternative Dispute Resolution. Before the filing of a civil action (other than to enforce collection of **Association** assessments or unless otherwise exempted by California Civil Code Section 1354, below), the Association or an **Owner** must first endeavor to submit their dispute to a form of alternative dispute resolution such as mediation or arbitration in accordance with the provisions and requirements of California Civil Code Section 1354 (or its comparable superseding statute).

## ARTICLE XII: ADOPTION, AMENDMENTS AND DURATION

Section 12.1 Adoption and Amendments. This Restated and Amended **Declaration** may be adopted and amended by an instrument in writing certifying that the written consent thereto has been obtained from the **Owners** of at least sixty-seven (67) of the **Lots** in the **Project** and which shall be executed and acknowledged by two (2) officers designated by the **Association** for that purpose ("Certification of Adoption"), and shall become effective upon recordation thereof in the Office of the County Recorder of San Diego County, California. Provided, however, any

subsequent amendment shall be subject to the provisions of [Article X](#) , entitled Rights of [Mortgagees](#), of this [Declaration](#).

Section 12.2 Duration. All of the provisions of this [Declaration](#) constitute covenants running with the land and enforceable equitable servitudes upon the [Property](#), and are binding on and inure to the benefit of all of the Property and all parties having or acquiring any right, title or interest in all or any part of the Property, including the heirs, executors, administrators and assigns for these parties and the Property shall continue to be held, conveyed, hypothecated, encumbered, leased, rented, occupied and used subject to all of the covenants, conditions, restrictions, declarations, limitations, rights, easements and reservations set forth in this Declaration, all of which are declared to be in the furtherance of a plan established for the purpose of enhancing and preserving the value, desirability, and attractiveness of the Property, and the same shall continue in effect for a term of fifty (50) years from the date of recordation of this Restated and Amended Declaration of Covenants, Conditions and Restrictions or for such additional term as may be provided in a duly approved and recorded amendment to this Declaration pursuant to [Section 12.1](#) of this Article.

ARTICLE XIII: GENERAL PROVISIONS

Section 13.1 Interpretation. The provisions of this [Declaration](#) shall be liberally construed and interpreted to effectuate its purpose of creating a uniform plan for the development and operation of the Mendocino Planned Development.

Section 13.2 Severance. Each of the provisions of this [Declaration](#) is independent and may be severed from the others, and the invalidity or partial invalidity or unenforceability of any one provision shall not affect the validity or enforceability of any other provision.

Section 13.3 Fair Housing. No [Owner](#) shall, either directly or indirectly, forbid or restrict the conveyance, encumbrance, rental, lease or occupancy of the Owner's [Lot](#) to any person on the basis of race, color, sex, religion, ancestry or national origin.

Section 13.4 Captions. All captions and titles used in this [Declaration](#) are intended solely for convenience of reference and shall not affect the interpretation or application of any of the terms or provisions of this [Declaration](#).

IN WITNESS WHEREOF, the undersigned hereby certify that this Declaration was adopted pursuant to a duly approved resolution of the Board of Directors of the Mendocino Management Association No. 1 and pursuant to the written consent of at least sixty-seven percent (67) of the [Members](#) representing the total voting power of the Mendocino Management Association No. 1, as verified and evidenced by our signatures below.

MENDOCINO MANAGEMENT ASSOCIATION NO 1  
a California Nonprofit Mutual Benefit Corporation

By \_\_\_\_\_  
its President

By \_\_\_\_\_  
its Secretary

STATE OF CALIFORNIA )  
 ) SS.  
COUNTY OF SAN DIEGO )

On \_\_\_\_\_, 200\_\_, before me, \_\_\_\_\_  
\_\_\_\_\_, Notary Public in and for said County and State, personally appeared \_\_\_\_  
\_\_\_\_\_ [ ] personally known to me (or [ ] proved to me upon the basis  
of satisfactory evidence) to be the person whose name is subscribed to the within  
instrument and acknowledged to me that she/he executed the same in her/his  
authorized capacity, and that by her/his signature on the instrument, the entity upon  
behalf of which she/he executed this instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF CALIFORNIA )  
 ) SS.  
COUNTY OF SAN DIEGO )

On \_\_\_\_\_, 200\_\_, before me, \_\_\_\_\_  
\_\_\_\_\_, Notary Public in and for said County and State, personally appeared \_\_\_\_  
\_\_\_\_\_ [ ] personally known to me (or [ ] proved to me upon the  
basis of satisfactory evidence) to be the person whose name is subscribed to the  
within instrument and acknowledged to me that she/he executed the same in her/his  
authorized capacity, and that by her/his signature on the instrument, the entity upon  
behalf of which she/he executed this instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

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