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WOODRIDGE ESCONDIDO  
PROPERTY OWNERS ASSOCIATION  
c/o Property Management Consultants, Inc.  
332 Rancheros Drive, Suite 208  
San Marcos, CA 92069

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AMENDED AND RESTATED  
DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
WOODRIDGE ESCONDIDO

CITY OF ESCONDIDO  
PLANNING DIVISION  
APPROVED  
DATE: 12-10-97 BY: *[Signature]*

This common interest development is: A Planned Development

The Name of the association is: Woodridge Escondido Property Owners Association

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**AMENDED AND RESTATED**  
**DECLARATION OF**  
**COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration") amends and restates in its entirety that certain Declaration of Restrictions executed by Douglas Allred Development Company, as developer, on September 20, 1985, and recorded in the Office of the County Recorder of San Diego County, California on September 24, 1985, as instrument number 85-353152, with reference to the following real property located in the City of Escondido, County of San Diego, State of California ("Properties"):

Lots 1 through 28 inclusive, of ESCONDIDO TRACT NO. 499A according to Map thereof No. 10981 filed in the Office of the County Recorder of San Diego County, California, on June 29, 1984;

Lots 29 through 55, inclusive, of ESCONDIDO TRACT NO. 499B according to Map thereof No. 10982 filed in the Office of the County Recorder of San Diego County, California, on June 29, 1984;

Lots 56 through 95, inclusive, of ESCONDIDO TRACT NO. 499C according to Map thereof No. 10983 filed in the office of the County Recorder of San Diego County, California, on June 29, 1984; and

Lots 96 through 124 inclusive of ESCONDIDO TRACT NO. 499D according to Map thereof No. 109984 filed in the office of the County Recorder of San Diego County, California, on June 29, 1984;

Lots 1 through 16 inclusive of ESCONDIDO TRACT NO. 676 according to Map thereof No. 12017 filed in the office of the County Recorder of San Diego County, California, on February 22, 1988.

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Recitals:

A. The Properties have been developed as a residential planned development. The Common Area is owned and maintained by the WOODRIDGE ESCONDIDO PROPERTY OWNERS ASSOCIATION, a California nonprofit, mutual benefit corporation ("Association"). The Association also maintain portions of the residential Lots ("Common Maintenance Area"). The members of the Association are the owners of the residential Lots within the Properties.

B. Every owner of a Lot which is subject to assessment is a Member of the Association. Such membership is appurtenant to and may not be separated from ownership of the Lot.

C. In connection with the creation of the planned development located upon the Properties, the developer established a general plan for the protection and benefit of the Properties and recorded protective covenants, conditions and restrictions with respect to the Properties ("Original Declaration"). Each and all of said covenants, conditions and restrictions are for the purpose of protecting the value and desirability of the Properties and inure to the benefit of all of the real property described above and run with and are binding upon and pass with said real property and each and every ownership interest therein and inure to the benefit of, apply to and bind the respective successors in title of each of said Lots. Each ownership interest is held, used, occupied, leased, sold, encumbered, conveyed and/or transferred subject to said covenants, conditions and restrictions.

D. The Original Declaration provided in Article X, section 3 that the document could be amended "by the affirmative vote or written consent of at least sixty-six and two-thirds percent (66-2/3%) of the total voting power of the Association." As set forth in the certification attached hereto, at least sixty-six and two-thirds percent (66-2/3%) of the total voting power of the Association voted to amend and restate the provisions of the Original Declaration as follows:



ARTICLE I  
DEFINITIONS

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Section 1.     "Approval of Members" shall mean approval by a vote of Members, constituting a quorum, casting a majority of the votes at a meeting or election of the Association conducted in accordance with the Bylaws.

Section 2.     "Approval By a Majority of All Members" shall mean approval by a vote of a majority of all Members entitled to vote at the time the vote is conducted, at a meeting or election of the Association conducted in accordance with the Bylaws.

Section 3.     "Articles" shall mean and refer to the Articles of Incorporation of the Association as they may from time to time be amended.

Section 4.     "Association" shall mean and refer to WOODRIDGE ESCONDIDO PROPERTY OWNERS ASSOCIATION, a California Nonprofit Mutual Benefit Corporation, its successors and assigns.

Section 5.     "Board" shall mean and refer to the Board of Directors of the Association.

Section 6.     "Bylaws" shall mean and refer to the Bylaws of the Association as they may from time to time be amended.

Section 7.     "Common Area" shall mean all real property (including improvements thereon) owned by the Association for the common use and enjoyment of the Owners.

Section 8.     "Common Maintenance Area" shall mean and refer to those portions of Lots over which easements for common maintenance have been conveyed to the Association.



Section 9. "Declaration" shall mean and refer to this Amended and Restated Declaration of Covenants, Conditions and Restrictions For Woodridge Escondido as it may from time to time be amended.

Section 10. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties, with the exception of the Common Area. The term "Lot" shall also include the home and other improvements upon the Lot, except when the context clearly indicates otherwise.

Section 11. "Member" shall mean and refer to an Owner who is entitled to membership in the Association as provided in this Declaration and the Bylaws.

Section 12. "Mortgage" shall mean and refer to a Deed of Trust as well as a mortgage.

Section 13. "Mortgagee" shall mean and refer to the beneficiary of a Deed of Trust as well as the mortgagee of a mortgage encumbering a Lot.

Section 14. "Owner" shall mean and refer to the record owners, whether one or more persons or entities, of fee simple title to any Lot which is part of the Properties, including contract sellers, but excluding those having such interests merely as security for the performance of an obligation.

Section 15. "Properties" shall mean and refer to all of the real property described in the preamble to this Declaration, and such additions as may hereafter be brought within the jurisdiction of the Association.



ARTICLE II  
PROPERTY RIGHTS IN COMMON AREA

Section 1. Owners' Easements of Enjoyment. Every Owner of a Lot shall have a right and easement of ingress, egress and of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every such Lot, subject to the following provisions:

- (a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated on the Common Area.
- (b) The right of the Association to suspend the voting rights and the right to use the recreational facilities on the Common Area by an Owner and his family, tenants and guests, for any period during which any assessment against such Owner's Lot remains unpaid; and for any infraction of published Association Rules and Regulations, after written notice and an opportunity for a hearing before the Board.
- (c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be Approved by a Majority of All Members; provided, however, that the granting of utility easement over the Common Area shall not require the vote or consent of the Members.
- (d) The right of the Association, in accordance with the Articles and Bylaws, to borrow money for the purpose of improving the Common Area and facilities located thereon and in aid thereof, with the Approval of Members, to mortgage any or all real or personal property owned by the Association or to assign the Association's rights to receive assessments from Owners.
- (e) The provisions of any open space easements dedicated to the City of Escondido, California, on the Final Subdivision Map or otherwise covering the Properties.



(f) The right of the Association to establish and enforce reasonable rules and regulations of general application to the Owners of Lots within the Properties. Such rules may concern, but need not be limited to: (i) matters pertaining to the maintenance, repair, management, use and enjoyment of the Common Area and facilities located thereon by Owners, their tenants, guests and invitees, or any other person(s) who have rights of use and enjoyment of such Common Area and facilities located thereon; (ii) architectural control and the rules of the Architectural Committee established by the Board; (iii) the conduct of disciplinary proceedings; (iv) regulation of parking, pet ownership and other matters subject to regulation and restriction under article V hereof; (v) minimum standards for the maintenance of landscaping or other improvements; (vi) conduct of individuals upon Lots which conduct effects or may effect other residents within the Properties and (vii) procedures and practices to be followed in regard to the collection of delinquent assessments.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his or her rights of enjoyment to the Common Area to persons who reside on his or her Lot.

### ARTICLE III

#### COVENANT FOR MAINTENANCE ASSESSMENTS TO ASSOCIATION

Section 1. Creation of Lien and Personal Obligation for Assessments. Each owner of a Lot by acceptance of a deed therefor, whether or not it is stated in such deed, is deemed to covenant and agree to pay to the Association: (a) annual ("regular") assessments, (b) special assessments and (c) special individual assessments. Such assessments to be established and collected as hereinafter provided. The annual, special and special individual assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the Lot and shall be a continuing lien upon each Lot against which such assessment is made, the lien to be effective upon recordation of a Notice of Delinquent Assessment in the Office of the County Recorder of San Diego County. Each assessment, together with interest, costs and attorney's



fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time when the assessment became due.

Section 2. Purpose of Assessments. Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Properties and for the improvement and maintenance of the Common Area and Common Maintenance Area and to reimburse the Association for the costs incurred in bringing an Owner into compliance with the Articles, Bylaws, Declaration and Rules and Regulations adopted by the Board.

Section 3. Annual ("Regular") Assessment.

(a) Prior to the beginning of the Association's fiscal year, the Board shall estimate the total amount required to fund the Association's anticipated expenses for the next fiscal year, including additions to a reserve fund established to defray the costs of future repairs, replacements and additions to the common facilities ("Budget"). Not less than 45 days nor more than 60 days prior to the beginning of the fiscal year, the Board shall distribute the Budget to all members. If the Board fails to distribute the Budget within such time period, the Board shall not be permitted to increase the Annual Assessment for that fiscal year without first obtaining the Approval of Members.

(b) The total annual estimated expenses, less projected income from sources other than assessments, shall become the aggregate Annual Assessment for the following fiscal year. Provided, however, that except as provided in section 6 below, the Board may not impose an Annual Assessment that is more than 20 percent greater than the Annual Assessment for the Association's immediately preceding fiscal year or greater than the maximum allowed by California law, whichever is the lesser, without first obtaining the Approval of Members.



(c) Annual assessments shall include an increment to fund adequate reserves for the periodic maintenance, repair and replacement of the Common Area and facilities located thereon and the Common Maintenance Area

(d) The Board shall fix and give notice of the amount of the annual assessment against each Lot at least thirty (30) days in advance of each Annual Assessment period. If notice is not so given, the Annual Assessment shall continue at the same rate until such notice is given. Unless otherwise specified by the Board in a notice to the members, Annual Assessments shall be payable in twelve equal monthly installments on the first day of each calendar month.

Section 4. Special Assessments. In addition to annual assessments, the Board of Directors may levy, at any time, a special assessment in order to raise funds for unexpected costs, insufficient operating or reserve funds, or such other purposes as the Board in its discretion considers appropriate, provided that any such Special Assessment, together with all other Special Assessments collected in that fiscal year, shall not exceed five percent (5%) of the total budgeted gross expense of the Association for that fiscal year without the Approval of Members, except for emergency situations as set forth in section 6, below, or as defined in Section 1355 of the California Civil Code. Special Assessments shall be payable in one or more installments on such date or dates as shall be established by the Board not less than thirty (30) days after notice of the Special Assessment is given to the Members.

Section 5. Uniform Rate of Assessment. Both Annual and Special Assessments shall be fixed at a uniform rate for all Lots and may be collected on a monthly or other periodic basis as determined by the Board and set forth in a notice to all members.

Section 6. Emergency Situations. The requirement of Approval of Members for Annual Assessment increases of in excess of 20 percent and of Special Assessments, in the aggregate, in excess of five percent (5%) of the budgeted gross expenses of the Association shall not apply to "emergency situations". An emergency situation is any of the following:

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- (a) An extraordinary expense required by an order of a court.
- (b) An extraordinary expense necessary to repair or maintain the Common Area or facilities thereon or the Common Maintenance Area where a threat to personal safety is discovered.
- (c) An extraordinary expense necessary to repair or maintain the Common Area or facilities thereon or the Common Maintenance Area that could not have been reasonably foreseen by the Board in preparing and distributing the Budget, provided that, prior to the imposition or collection of an assessment under this subsection (c), 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. The Board's resolution shall be distributed to the Members together with the notice of assessment.

Section 7. Special Individual Assessments. In addition to annual and special assessments levied against all Owners as provided above, the Board may also levy Special Individual Assessments against an Owner in any of the circumstances described in subparagraphs (a) through (c) below, provided that no such assessment may be imposed against an Owner until the Owner has been afforded Notice and Hearing rights. The acts and circumstances giving rise to Special Individual Assessments are as follows:

- (a) In the event of any damage to, or destruction of, any portion of the Common Area or Common Maintenance Areas or the improvements or facilities thereon caused by the willful misconduct or negligent act or omission of any Owner, any member of the Owner's family, or any of such Owner's tenants, guests, employees or invitees, the Board shall cause the same to be repaired or replaced, and all costs and expenses incurred in connection



therewith, to the extent not compensated by insurance, shall be assessed and charged solely to and against the Owner as a Special Individual Assessment.

(b) In the event that the Association incurs any costs or expenses to accomplish: (i) the collection of any delinquent assessments from an Owner, (ii) any repair, maintenance or replacement to any portion of the Properties that the Owner is responsible to maintain but has failed to undertake or complete in a timely fashion, or (iii) to otherwise bring the Owner and/or his or her Lot into compliance with any provision of this Declaration, the Bylaws or the Association Rules and Regulations, the amount incurred by the Association (including reasonable fines and penalties duly imposed hereunder, title company fees, accounting fees, court costs and attorneys' fees) shall be assessed and charged solely to and against the Owner as a Special Individual Assessment.

c. If any Lot is maintained so as to become unsightly, a nuisance, or a fire or safety hazard for any reason, including without limitation, the failure to keep the house on the Lot in good repair, the accumulation of trash, junk automobiles, or improper or inadequate weed or vegetation control, the Association shall have the right to enter said Lot, correct the offensive or hazardous condition and recover the cost of such action through the imposition of a Special Individual Assessment, all as more particularly set forth in Article VII, section 3, below.

Once a Special Individual Assessment has been levied against an Owner for any reason described herein, notice thereof shall be mailed to the affected Owner by first class and certified mail (return receipt requested) and the Special Individual Assessment shall thereafter be due as a separate debt of the Owner payable in full to the Association within 30 days from the date of mailing of the notice of the Assessment. All remedies provided herein and by law for the recovery of delinquent Annual and Special Assessments shall be applicable to the collection of Special Individual Assessments not paid within 30 days of the date of mailing of notice, provided, however that Special Individual Assessments imposed to recover monetary penalties for failure to comply with provisions of this Declaration, the Bylaws or the Association Rules



and Regulations may become a lien against the Owner's Lot which is subject to foreclosure only if such remedy is permitted by law. [As of the date of adoption of this Declaration, California Civil Code section 1367 prohibits liens with respect to monetary penalties].

Section 8. Effect of Non-payment of Assessments

(a) Any assessment made in accordance with this Declaration shall be both a charge against the Owner's Lot and a personal debt of the Owner of a Lot from the time the assessment is due. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum legal rate.

(b) Any assessment not paid within fifteen (15) days after the due date shall be delinquent. A late charge of ten dollars (\$10.00) or ten percent (10%) of the delinquent assessment, whichever is greater, shall be due with regard to any assessment not paid within 15 days of the due date. The amount of any such delinquent assessment plus any other charges owing by such Owner as provided for in this Declaration, shall be and become a lien upon the Lot when the Association causes to be recorded with the County Recorder of San Diego County a Notice of Delinquent Assessment, signed by an authorized representative of the Association, setting forth: (i) the amount of the delinquent assessment(s) and other sums duly imposed, (ii) the legal description of the Lot against which the sums have been levied, (iii) the name(s) of the record owner(s) of such Lot and (v) the name and address of the trustee authorized by the Association to enforce the lien by sale. Upon payment in full of the sums specified in the Notice of Delinquent Assessment, including sums becoming due after the date of recording, the Association shall cause to be recorded a further notice stating the satisfaction and the release of the lien. The foregoing notwithstanding, no Notice of Delinquent Assessment shall be recorded against a Lot until the Association has caused to be sent to the Owner, by certified mail, a notice of the fee and penalty procedures of the association and an itemized statement of the charges owing.



Section 9. Remedies Available to the Association to Collect Assessments. The Association may initiate a legal action against the Owner personally obligated to pay the delinquent Assessment, foreclose its lien against the Owner's Lot, accept a deed in lieu of foreclosure to the Owner's Lot or pursue any other means of collection authorized by law. Foreclosure by the Association of its lien may be by judicial foreclosure or by nonjudicial foreclosure by the trustee designated in the Notice of Delinquent Assessment or by a trustee substituted pursuant to California Civil Code section 2934a. Any sale of a Lot by a trustee shall be conducted in accordance with the provisions of Sections 2924, 2924(b) and 2924(c) of the California Civil Code applicable to the exercise of powers of sale in mortgages or in any other manner permitted by law. The Association shall have the power to purchase the Lot at the foreclosure sale and to hold, lease, mortgage and convey the same. Suit to recover a money judgment for unpaid assessments and other charges may be maintained without foreclosing or waiving the lien securing the same.

Section 10. Priorities. When a Notice of Delinquent Assessment has been recorded, such notice shall constitute a lien on the Lot prior and superior to all other liens or encumbrances recorded subsequent thereto, except (a) all taxes, bonds, assessments and other levies which, by law, would be superior thereto, and (b) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage or deed of trust with first priority over other Mortgages or deeds of trust) made in good faith and for value, provided that such subordination shall apply only to the Assessments which become due and payable prior to the transfer of such property pursuant to the exercise of a power of sale or a judicial foreclosure involving a default under such first Mortgage or deed of trust. No sale or transfer shall relieve such Lot from lien rights for any assessments thereafter becoming due.

Section 11. Estoppel Certificate. The Association shall furnish or cause an appropriate officer to furnish, upon demand by any Owner, a certificate signed by an officer of the Association setting forth whether the assessments on such Owner's Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon



the Association as of the date of its issuance. The Association may charge a reasonable fee for such certificate.

Section 12. Personal Liability of Owner. No Member may exempt himself or herself from personal liability for assessments nor any part thereof, levied by the Association, nor release the Lot owned by him or her from the liens and charges hereof by waiver of the use and enjoyment of the Common Area or by abandonment of his or her Lot.

Section 13. Exempt Property. The following real property subject to this Declaration shall, unless devoted to use as a residential dwelling, be exempt from the Assessments and the lien thereof provided herein: any portion of the Properties dedicated and accepted by a local public authority; the Common Area and facilities located thereon; and any Lot owned by the Association.

#### ARTICLE IV ARCHITECTURAL CONTROL

No building, fence, wall, patio, patio cover or other structure or improvement, nor exterior painting, nor any landscaping shall be commenced, erected, placed, installed or altered upon any Lot until the location and the complete plans and specifications showing the nature, kind, shape, height and materials, including the color, have been submitted to and approved in writing as to harmony of external design and location to surrounding structures and topography by the Board, or by an architectural committee composed of at least three (3) and not more than (5) representatives from the membership of the Association appointed by and serving at the pleasure of the Board. All or any number of the members of the architectural committee may be members of the Board. In the event no architectural committee is named, the Board shall serve as the architectural committee. An Owner submitting plans to the architectural committee shall receive a written receipt setting forth the date such plans were received by the committee. In the event architectural committee fails to approve or disapprove such location, plans and specifications or other request made of it within sixty (60) days after the submission thereof and



all other documentation required by the architectural committee to be submitted to it, then such approval will not be required, provided that any structure or improvement so to be erected or altered conforms to all other conditions and restrictions herein contained and is in harmony with similar structures erected within the Properties. The grade, level or drainage characteristics of the Lot or any portion thereof shall not be altered without the prior written consent of the Board or its designated committee. The requirement to obtain Architectural Committee approval is in addition to and not in lieu of the obligation of an Owner to obtain any building permits required and complying with all applicable codes and restrictions of the City of Escondido.

## ARTICLE V

### USE RESTRICTIONS

Section 1. Residential Purposes Only. No Lot shall be used, except for single-family residential purposes. No building or buildings shall be erected constructed, altered or maintained on any Lot other than one single-family dwelling and customary and usual appurtenant structures.

Section 2. New Building Only. No building of any kind shall be moved from any other place onto any Lot, nor from one Lot to another Lot, without the prior written permission of the architectural committee.

Section 3. Minimum Floor Area of Dwellings. The floor area of the main structure located on any Lot, exclusive of open porches, patios and exterior stairways, shall not be less than 1200 square feet.

Section 4. Decks. No deck on any Lot shall be higher above the ground than the highest dwelling floor level, except with the written approval of the architectural committee.

Section 5. No Second-Hand Materials, Painting Required. No second-hand materials shall be used in the construction of any building or other structure on any Lot without the prior



written approval of the architectural committee. All building additions and fences on any Lot shall be painted upon completion with the paint coverage (including the number of coats) as provided in the approval of the plans therefor by the architectural committee.

Section 6. Diligence in Construction Required. The work of constructing and erecting any building or other structure on any Lot shall be prosecuted diligently from the commencement thereof, and the same shall be completed within a reasonable time in accordance with the requirements herein contained.

Section 7. Trees. All trees, hedges and other plant materials (other than those located within the Common Maintenance Area) shall be trimmed by the Owner of the Lot upon which the same are located so that the same shall not unreasonably obstruct the view of other Lots; provided, however where trees do not unreasonably obstruct the view from any other of the Lots in the Properties, which determination shall be within the sole judgment of the Board, they shall not be required to be so trimmed. Before planting any trees, the proposed type and location of such trees shall be approved in writing by the Architectural Committee. No owner shall plant, remove or trim any tree, shrub or other material in the Common Area or the Common Maintenance Area without the prior written approval of the Board.

Section 8. Fences and Hedges. Where trellises, fences or hedges are allowed, prior approval by the architectural committee in relation to normal enjoyment of view by other Lot Owners shall be required before installation.

Section 9. Antennas and Similar Devices. In order to ensure adequate aesthetic control and to maintain the general attractive appearance of the Properties, no Owner, resident or lessee shall, at his or her expense or otherwise, place or maintain any objects, such as masts, towers, poles, television and radio antennas, or television satellite reception dishes on or about the exterior of any building within the Properties unless architectural committee approval is first



obtained. Furthermore, no activity shall be conducted on any Lot which causes an unreasonable broadcast interference with television or radio reception on any neighboring Lot.

Section 10. Clotheslines. No clotheslines shall be erected or maintained and there shall be no laundering or drying of clothes on any Lot in a manner that is visible from any street, neighboring Lot or the Common Area. The adequacy of the screening of such uses shall be subject to the approval of the architectural committee.

Section 11. Vehicles, Tents, or Sheds. No tent, shed, trailer, basement or outbuilding shall at any time be used on any Lot as a residence, either temporarily or permanently, nor shall any residence of a temporary character be constructed, placed or erected on any Lot. No recreational vehicles, including motor homes, campers, boats, travel trailers or similar vehicles shall be parked or stored on any Lot or on the Common Area, except for loading and unloading as permitted by Association rules. The door to each garage shall not be kept fully open for prolonged periods of time. No garage shall be converted to any use which prevents the storage of two (2) standard automobiles therein and no garage shall be used for living purposes. No commercial vehicles shall be parked or stored on any Lot or on the Common Area. Equipment necessary for maintenance of Lots or the Common Area may be kept upon the Properties, subject to Association rules.

Section 12. Signs and Flags. No sign other than one (1) sign of customary and reasonable dimensions advertising a Lot for sale or lease and numerals identifying the address of the residence on the Lot shall be erected or displayed upon any Lot or upon any building or other structure thereon without the prior written permission of the Board. No sign of a permanent nature shall be allowed except house numbers indicating the street address of such Lots. All signs shall be subject to the regulations set forth in the City of Escondido Municipal Code. United States flags shall be permitted subject to reasonable rules adopted by the Board. Decorative and other flags may be permitted subject to rules adopted by the Board.



Section 13. No Wells. No well for the production of, or from which there is produced water, oil or gas shall be operated upon any Lot, nor shall any machinery, appliance or structure be placed, operated or maintained thereon for use in connection with any trading, manufacturing or repairing business. No slant drilling shall be permitted on any Lot above a plane 500 feet below the surface of the land.

Section 14. Animal Restrictions. A reasonable number of common household pets may be kept on each Lot so long as the same are not kept, bred or maintained for commercial purposes. No other animals, livestock, or poultry of any kind shall be kept, bred or raised on any Lot or in any residence. Specifically, no turkeys, geese, chickens, ducks, pigeons or fowl of any kind, goats, pigs, horses or other animals usually termed "farm animals" or any "zoo type" or poisonous animals shall be kept or allowed to be kept on any Lot. Each person bringing or keeping a pet on the Properties shall be solely responsible for the conduct of the Owner's pets. The Association, its Board, officers, employees and agents shall have no liability (whether by virtue of this Declaration or otherwise) to any Owners, their family members, guests, invitees, tenants and contract purchasers for any damage or injury to persons or property caused by any pet. The Board shall have the right to establish and enforce additional rules and regulations defining in a uniform and nondiscriminatory manner, what constitutes unacceptable types of animals and what constitutes a "reasonable number" of pets, depending on their size, disposition and/or maintenance requirements.

Section 15. No Commercial Activity. No commercial business shall be conducted on any Lot, and nothing shall be done upon any Lot which may become an annoyance or nuisance to the neighborhood or other Lot Owners. No external speakers, bells or horns shall be permitted on any resident's Lot, except as approved by the Board.

Section 16. Drainage. The owner of a Lot shall not in any way interfere with or change the established drainage pattern over his or her Lot from adjoining or other Lots; provided, however, each Owner shall make adequate provisions for proper drainage in the event it is necessary to change the established drainage over his or her Lot. For the purpose hereof,



"established drainage" is defined as the drainage which occurred at the time the overall grading of said Lot was completed by the Builder. Any change in grading or drainage on any Lot shall first be approved by the Architectural Committee. Each Lot Owner shall permit free access by owners of adjacent or adjoining Lots to slopes or drainage ways located on his or her Lot when such access is necessary for the maintenance of permanent stabilization on said slopes or of the drainage facilities to protect property other than the Lot on which the slope or drainage way is located.

Section 17. Slope Control Use and Maintenance. Each Lot owner will keep, maintain, water, plant and replant all slope banks located on such Owner's Lot (other than that portion, if any, located within the Common Maintenance Area) so as to prevent erosion and to create an attractive appearance. No structure, planting or other material shall be placed or permitted to remain or other activities undertaken on any of said slope banks which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels.

Section 18. Leasing of Lots. Each Owner shall have the right to lease his or her Lot, provided that all such leases must be in writing and shall provide that the lease is subject in all respects to the provisions of this Declaration and to the Articles, Bylaws and Rules & Regulations, and that any failure of the lessee to comply with the provisions of each such document shall constitute a default under the lease. A lessee shall have no obligation to the Association to pay assessments imposed by the Association nor shall any lessee have any voting rights in the Association. No Owner may lease his or her Lot for hotel, motel or transient purposes. Any lease which is either for a period of fewer than thirty (30) days or pursuant to which the lessor provides any services normally associated with a hotel, shall be deemed to be for transient or hotel purposes. An Owner shall be obligated to undertake eviction proceedings against any tenant determined by the Board, after Notice and Hearing, to be, by reason of the conduct of such tenant, a nuisance or annoyance to other residents.



Section 19. Equipment and Structure Repair. No automobile or other equipment may be dismantled, repaired or serviced on any Lot or on the Common Area, except for minor emergency repair. No structure on any Lot shall be permitted to fall into disrepair and all structures shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

Section 20. Trash Disposal. Except as provided herein, all trash shall be screened from view from any street, neighboring Lot or Common Area. After 6 p.m. of the day preceding trash collection, each Owner may place trash on the curb abutting the Lot for collection. All such trash shall be in sealed plastic bags or trash containers with a lid, unless other containers are approved by the Board.

Section 21. Parking and Storage. There shall be no outside storage in the Common Area and all vehicle parking areas shall be permanently maintained for parking purposes only. The Board shall have the right to establish and enforce additional rules and regulations regarding parking within the Properties.

#### ARTICLE VI

#### INSURANCE AND CONDEMNATION

Section 1. Insurance. The Association shall purchase, obtain and maintain, with the premiums therefor being paid out of Common Funds, the following types of insurance, if and to the extent such insurance, with the coverages described below, is available at a reasonable premium cost:

(a) A policy of fire and casualty insurance naming as parties insured the Association and any Mortgagee of the Common Area, and containing the standard extended coverage and replacement cost endorsements and such other or special endorsements as will afford protection and insure, for the full insurable, current replacement cost (excluding foundations and excavation, but without deduction for depreciation) as determined annually by the



insurance carrier, all Common Facilities and the personal property of the Association for or against the following:

- (i) Loss or damage by fire or other risks covered by the standard extended coverage endorsement;
- (ii) Loss or damage from theft, vandalism or malicious mischief; and
- (iii) Such other risks, perils or coverage as the Board of Directors may determine.

Insurance proceeds for improvements in the Common Area and Common Maintenance Area and personal property owned by the Association shall be payable to the Association. In the event of any loss, damage or destruction, the Association shall cause the same to be replaced, repaired or rebuilt if it occurred in the Common Area or the Common Maintenance Area. In the event the cost of such replacement, repair or rebuilding of Common Area (1) exceeds the insurance proceeds available therefor, or (2) no insurance proceeds are available therefor, the deficiency or full cost thereof shall be assessed to the owners as a special assessment.

(b) To the extent such insurance is reasonably obtainable, the Association shall obtain and maintain a policy of comprehensive public liability and property damage insurance, insuring against any liability for personal injury or property damage resulting from any occurrence in or about the Common Area and Common Maintenance Area and naming as parties insured the Association, each member of the Association Board of Directors, any manager, the Owners and occupants of Lots, and such other persons as the Board may determine, in an amount not less than \$3,000,000.00 in indemnity against the claims of one (1) or more persons in one (1) accident or event, and not less than \$100,000.00 for damage to property.



(c) The Association shall maintain a fidelity bond in an amount equal to one hundred percent (100%) of the annual assessments, plus reserves, naming the Association as obligee and insuring against loss by reason of the acts of the Board, officers and employees of the Association, and any management agent and its employees, whether or not such persons are compensated for their services.

(d) Copies of all such insurance policies (or certificates thereof showing the premiums thereon to have been paid) shall be retained by the Association and open for inspection by Owners during usual business hours. All such insurance policies shall provide that they shall not be cancelable by the insurer without first giving at least thirty (30) days' prior notice in writing to the Association, and (ii) contain a waiver of subrogation by the insurer(s) against the Association, Board and Owners.

(e) Anything contained herein to the contrary notwithstanding, the Association shall maintain such insurance coverage as may be required by the Federal National Mortgage Association ("FNMA") so long as FNMA holds a mortgage on or owns any Lot.

Section 2. Condemnation. In the event the Common Area or any portion thereof shall be taken for public purposes by condemnation as a result of any action or proceeding in eminent domain, or shall be transferred in lieu of condemnation to any authority entitled to exercise the power of eminent domain, then the award or consideration for such taking or transfer shall be paid to and belong to the Association.

## ARTICLE VII

### COMMON MAINTENANCE AREA AND MAINTENANCE RESPONSIBILITIES

Section 1. Association Maintenance. The Association shall maintain and provide for the maintenance of all the Common Area and Common Maintenance Area and all improvements thereon, including roads, private access ways, driveways, parking areas, private street lighting systems, storm drains, water mains and sewer laterals, in good repair and appearance. The



Association shall provide landscaping and gardening to properly maintain same in a neat and attractive manner and periodically replace when necessary the trees, plants, grass and other vegetation in the Common Area and Common Maintenance Area. The Association shall have the right to enter onto any Lot (but not within the dwelling thereon) as may be necessary for the construction, maintenance or emergency repair of the Common Area or Common Maintenance Area or, if necessary, for the benefit of the Owners in common. The Association shall be responsible to the City of Escondido for all damage to City of Escondido utilities caused by the Association in connection with the Association's repair or replacement of private utilities. The Association shall also maintain and provide for the maintenance of all brow ditches and slopes of the Common Area and Common Maintenance Area.

Section 2. Owner Maintenance. Each owner shall keep and maintain in good repair and appearance all portions of his or her Lot and improvements thereon (other than that portion the maintenance of which is the responsibility of the Association), including, but not limited to, any fence or wall which is located thereon. The Owner of each Lot shall water, weed, maintain and care for the landscaping located on his or her Lot (other than that portion the maintenance of which is the responsibility of the Association) so that the same presents a neat and attractive appearance. No owner shall interfere with or damage the Common Area nor Common Maintenance Area nor interfere with or impede the Association in connection with the maintenance thereof as herein provided.

Section 3. Association's Right to Repair Neglected Lots. In addition to maintenance of the Common Area and Common Maintenance Area, in the event an owner of any Lot should fail to maintain his or her Lot and improvements situated thereon in a manner satisfactory to the Board, the Association, after notice and hearing and upon approval by a two-thirds (2/3) vote of the Board, shall have the right through its agents and employees, to enter on said Lot and to repair, maintain and restore the Lot and exterior of the building and any other improvements erected thereon. However, no entry into a dwelling unit may be made without the consent of the Owner, and such entry shall be made only after not less than three (3) days notice has been given to the Owner. Such entry shall be made with as little inconvenience to the Owner as



possible and any damage caused thereby shall be repaired by the Association. The cost of such exterior maintenance shall become a Special Individual Assessment. There is hereby created an easement in favor of the Association to enter onto each Lot which is subject to assessment hereunder to provide maintenance as herein above stated, subject to the foregoing notice and consent requirements.

#### ARTICLE VIII

#### ANNEXATION

Additional residential property, Common Maintenance Area and Common Area may be annexed to the Properties or to the Declaration upon the vote or written assent of two-thirds (2/3) of the voting power of the Association. Upon such approval, the owner of the property wishing it to be annexed may file of record a Declaration of Annexation which shall extend the scheme of this Declaration to such property.

#### ARTICLE IX

#### RIGHTS OF LENDERS

Section 1. Payments of Taxes or Premiums by First Mortgagees. First Mortgagees may, jointly or severally, pay taxes or other charges which are in default and which may or have become a charge against the Common Area, unless such taxes or charges are separately assessed against the Owners, in which case, the rights of first Mortgagees shall be governed by the provisions of their deeds of trust. First Mortgagees may, jointly or severally, also pay overdue premiums on casualty insurance policies, or secure a new casualty insurance coverage on the lapse of a policy for the Common Area, and first Mortgagees making such payments shall be owed immediate reimbursement thereof from the Association. Entitlement to such reimbursement shall be reflected in an agreement in favor of any first Mortgagee who requests the same to be executed by the Association.



Section 2. Priority of Lien of Mortgage. No breach of the Covenants, Conditions or Restrictions herein contained shall affect, impair, defeat or render invalid the lien or charge of any first Mortgage made in good faith and for value encumbering any Lot, but all of said covenants, conditions and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure or trustee's sales or otherwise, with respect to a Lot.

Section 3. Curing Defaults. A Mortgagee who acquires title by judicial foreclosure, deed in lieu of foreclosure or trustee's sale shall not be obligated to cure any breach of the provisions of this Declaration which is noncurable or of a type which is not practical or feasible to cure. The determination of the Board made in good faith as to whether a breach is noncurable or not feasible to cure shall be final and binding on all Mortgagees.

Section 4. Approval of First Mortgagees. Unless the Mortgagees of first Mortgages encumbering sixty-seven percent (67%) or more of the Lots which are subject to a Mortgage have given their prior written approval, the Association shall not be entitled to:

- (a) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area. The granting of easements for public utilities or for other public purposes shall not be deemed a transfer within the meaning of this Subsection.
- (b) Change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner.
- (c) By act or omission, change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or exterior appearance of residences, the exterior maintenance of residences, the maintenance of Common Area walks or common fences and driveways, or the upkeep of lawns and plantings in the project.



(d) Fail to maintain fire and extended coverage insurance on the Common Area on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost).

(e) Use hazard insurance proceeds for losses to any portion of the Common Area for other than the repair, replacement or reconstruction of such Common Area.

Section 5. Restoration of Common Area. Any restoration or repair of the Common Area after partial condemnation or damage due to an insurable event, shall be performed substantially in accordance with this Declaration and original plans and specifications unless other action is approved by eligible holders of Mortgages on Lots which have at least fifty-one percent (51%) of the votes of Lots subject to eligible Mortgage holders. "Eligible Mortgage holder" as used in this Article, means a holder of a first Mortgage on a Lot who has requested notice from the Association of those matters described in Section 7 below.

Section 6. Professional Management. When professional management has been previously required by any eligible Mortgage holder, whether such entity became an eligible Mortgage holder at that time or later, any decision to establish self-management by the Association shall require the prior consent of at least sixty-seven percent (67%) of the voting power of the Association and the approval of eligible holders of Mortgages on Lots which have at least fifty-one percent (51%) of the votes of Lots subject to Mortgages of eligible Mortgage holders.

Section 7. Notice to Eligible Mortgagees. Upon written request to the Association identifying the name and address of the holder and the Lot number or address, any eligible Mortgage holder will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the project or any Lot on which there is a first Mortgage held by such eligible Mortgage holder.



(b) Any delinquency in the payment of assessments or charges owed by an owner subject to a first Mortgage held by such eligible holder which remains uncured for a period of sixty (60) days.

(c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

(d) Any proposed action which would require the consent of a specified percentage of eligible Mortgage holders as specified above.

Section 8. Documents to be Available. The Association shall make available to owners and Mortgagees, and holders, insurers or guarantors of any first Mortgage, current copies of the Declaration, the Bylaws, other rules concerning the project and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances. The holders of first Mortgages encumbering fifty-one percent (51%) or more of the Lots subject to a Mortgage shall be entitled to have an audited statement for the immediately preceding fiscal year prepared at their expense if one is not otherwise available. Any such financial statement so requested shall be furnished within a reasonable time following such request.

Section 9. Conflicts. In the event of any conflict between any of the provisions of this Article and any of the other provisions of this Declaration, the provisions of this Article shall control.

## ARTICLE X GENERAL PROVISIONS

Section 1. Enforcement. The Association and any owner shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants and reservations now or hereafter imposed by the provisions of this Declaration. Failure by the Association, or



any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter. The result of every act or omission whereby any covenant contained in 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 act or omission. If permitted by law, the Association, after Notice and Hearing, shall have the right to record in the Office of the County Recorder of San Diego County, California, a Notice of Breach setting forth any continuing condition or occurrence upon a Lot constituting a violation of this Declaration. Upon such violation being cured, the Association shall cause to be recorded a rescission of such Notice of Breach.

Section 2. Fines and Penalties. The Association may impose monetary penalties against any owner for violation of any provision of this Declaration, the bylaws or the Rules & Regulations adopted by the Board in addition to other disciplinary action authorized by this Declaration. The member responsible for the alleged violation shall be given notice and the opportunity for a hearing as provided before the imposition of any monetary sanction.

Section 3. Notice and Hearing. Wherever in this Declaration reference is made to affording a right of "Notice and Hearing," such term shall be deemed to require all of the following:

(a) The Owner alleged to be in violation shall be given at least 15 days prior written notice of:

- (i) The alleged violation,
- (ii) The proposed penalty,

(b) The Owner shall be given an opportunity to be heard, either in person, in writing or by representative, before the Board of Directors or appropriate committee established by the Board with respect to the alleged violation(s);



(c) The hearing shall be conducted at least 5 days before the effective date of the proposed disciplinary action and the Owner shall be notified of the decision at the hearing or promptly thereafter in writing delivered by first class mail and certified mail or by personal delivery.

Notwithstanding the foregoing, under circumstances involving conduct that constitutes (i) an immediate and unreasonable infringement of, or threat to, the safety or quiet enjoyment of neighboring Owners; (ii) a traffic or fire hazard; (iii) a threat of material damage to, or destruction of, the Common Area or facilities thereon or the Common Maintenance Area; or (iv) a violation of this Declaration or the Association Rules and Regulations that is of such a nature that there is no material question regarding the identity of the violator or whether a violation has occurred (such as late payment of Assessments), the Board of Directors or its duly authorized agents may undertake immediate corrective or disciplinary action and, upon request of the offending Owner (which request must be received by the Association, in writing, within five days following the Association's disciplinary action), or on its own initiative, conduct a hearing as soon thereafter as reasonably possible.

If the Association acts on its own initiative to schedule a hearing, notice of the date, time and location of the hearing shall accompany the notice of disciplinary action. If the accused Owner desires a hearing, a written request therefor shall be delivered to the Association no later than five days following the date when the fine is levied. The hearing shall be held no more than 15 days following the date of the disciplinary action or 15 days following receipt of the accused Owner's request for a hearing, whichever is later. Under such circumstances, any fine or other disciplinary action shall be held in abeyance and shall only become effective if affirmed at the hearing.

Section 4. Severability. Should any provision in this Declaration be void or become invalid or unenforceable in law or equity by judgment or court order, the remaining provisions hereof shall be and remain in full force and effect.



**Section 5. Amendments.** This Declaration may be amended at any time and from time to time only by the affirmative vote or written consent of at least sixty-six and two-thirds percent (66-2/3%) of the total voting power of the Association. The amendment shall become effective upon its recordation in the office of the County Recorder of San Diego County, California, accompanied by a Certificate of Amendment, duly executed and certified by the president and secretary of the Association setting forth in full the amendment so approved and that the approval requirements of this section have been duly met.

**Section 6. Extension of Declaration.** Each and all of these Covenants, Conditions and Restrictions shall run with and bind the land for a term of thirty (30) years from the date this Amended and Restated Declaration is recorded, after which date they shall automatically be extended for successive periods of ten (10) years, unless a majority of Owners have executed and recorded at any time within six (6) months prior to the end of said thirty (30) year period, or within six (6) months prior to the end of any such ten (10) year period, in the manner required for a conveyance of real property, a written instrument in which it is agreed to change the Declaration in whole or in part, or to terminate the same.

**Section 7. Encroachment Easement.** In the event any improvement to a Lot encroaches upon the Common Area as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion thereof, an easement for the encroachment and for maintenance of the same shall exist so long as the encroachment exists. Each Owner of a Lot within the Properties is hereby granted an easement over all adjoining Lots for the purpose of accommodating roof and eave overhangs as constructed by Builder or reconstructed in substantial conformance therewith and as approved by the Board or the Architectural Committee appointed by the Board, encroachments due to design, construction or engineering errors, errors in original construction, settlement or shifting of the building, architectural or other appendages and drainage of rain water from roofs. There shall be easements for the maintenance of said encroachments so long as they shall exist and the rights and obligations of owners shall not be altered in any way by said encroachments, settling or shifting; provided, however, that in no event shall an easement for encroachment be created in favor of an Owner or owners if said



encroachment occurred due to the willful misconduct of said Owner or Owners. In the event a structure on any Lot is partially or totally destroyed and then rebuilt, or repaired, the Owners of such Lot agree that minor encroachments over adjoining Lots shall be permitted and there shall be easements for maintenance of such encroachments so long as they shall exist.

Section 8. Reciprocal Side Yard Easements.

(a) Each Lot to which an appurtenant side yard easement is granted over an adjacent Lot is hereinafter referred to as a "Dominant Tenement." Each Lot from which an appurtenant side yard easement is reserved for the benefit of an adjacent Lot is hereinafter referred to as a "Servient Tenement"

(b) Each side yard easement shall be appurtenant to the Dominant Tenement and shall be exclusively for the benefit of the Dominant Tenement, subject to the rights set forth in this Declaration, utility easements and licenses, and the rights set forth in all documents recorded prior to the recordation of the deed in which such side yard easement is granted or reserved.

(c) Each side yard easement may be used by the Owner(s) of the Dominant Tenement to which it is appurtenant for access, landscaping (including irrigation systems) and recreational purposes only. The Owner(s) of the Dominant Tenement shall not use the appurtenant side yard easement in violation of any law or for the installation or maintenance of any permanent structure other than irrigation systems. The Owner(s) of the Dominant Tenement shall maintain the side yard easement area at no expense to the Owner(s) of the Servient Tenement.

(d) The Owner(s) of the Servient Tenement shall retain the following rights with respect to the side yard easement located on the Servient Tenement:

- (i) At all reasonable times to enter the side yard easement area for purposes of inspecting, maintaining and repairing any structure located on the Servient Tenement, provided that such entry does not unreasonably interfere with the use



thereof by the Owner(s) of the Dominant Tenement. The right of entry shall include the right of reasonable access across the Dominant Tenement to enter the side yard easement area.

- (ii) To drain water on, over and across the side yard easement area so long as such drainage results from the normal use of the Servient Tenement. The Owner(s) of the Dominant Tenement shall not alter nor interfere with the drainage established by Declarant.
- (iii) To install and maintain in the side yard easement area roof overhangs, eaves, rain gutters and other appurtenances which are a part of the structure located on the Servient Tenement, provided that such appurtenances (other than downspouts) are not located below a height of seven (7) feet measured from the finished grade elevation of the side yard easement area as established by builder; downspouts may extend to said finished grade elevation.

Section 7. Litigation. In the event the Association or any Owner shall commence litigation to enforce any of the Covenants, Conditions or Restrictions contained in this Declaration, the prevailing party in such litigation shall be entitled to costs of suit and such sum for attorney's fees as the Court may deem reasonable. The foregoing is all subject to the law concerning "Alternate Dispute Resolution" as contained in California Civil Code 1354.

Dated: 12/29/1997



## CERTIFICATION

We, the undersigned, being the duly elected and acting President and Secretary respectively of the Woodridge Escondido Property Owners Association, hereby certify and declare that the foregoing Amended and Restated Declaration of Restrictions was approved by at least sixty-six and 2/3 percent (66-2/3%) of the owners of Lots within the project, which is the percentage of owners required by the Original Declaration for amendment thereto.

Edith B. Gossage

President

Ruth H. Norton

Asst. Secretary

STATE OF CALIFORNIA )

) SS.

COUNTY OF SAN DIEGO )

On Dec 16, 1997, before me, Karion Lee Uhrich-Smith,  
a Notary Public in and for said State, personally appeared Edith B. Gossage  
and Ruth H. Norton  
personally known to me or 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 on behalf of which the person(s) acted,  
executed the instrument.

WITNESS my hand and official seal.



Karion Lee Uhrich-Smith  
Notary Public in and for said State