

DOC # 2013-0345051



MAY 31, 2013 4:59 PM

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2007 AMENDED AND RESTATED

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

OF

FLETCHER TERRACE
ASSOCIATION

If this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to *Section 12956.2 of the Government Code*. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

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2007 AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF FLETCHER TERRACE ASSOCIATION

This 2007 Amended and Restated Declaration of Covenants, Conditions and Restrictions, herein referred to as "Declaration," was executed by Fletcher Terrace Association on the date set forth below concerning the real property described in Exhibit "A."

NOW, THEREFORE, this Declaration of Covenants, Conditions and Restrictions:

RECITALS

A. The following is a list of prior Covenants, Conditions and Restrictions which were recorded against the property

(i) The Declaration of Covenants, Conditions, and Restrictions recorded September 13, 1974, as File/Page No. 74-248608;

(ii) The First Amendment to Declaration of Covenants, Conditions, and Restrictions recorded December 10, 1993, as File/Page No. 1993-0832033;

(iii) The Second Amendment to Declaration of Covenants, Conditions, and Restrictions recorded February 5, 1996, as File/Page No. 1996-0055839;

all of Official Records of the County Recorder of San Diego County.

(iv) The property is currently subject to the Amended and Restated Declaration of Covenants, Conditions and Restrictions recorded on April 12, 1999, as File/Page No. 1999-0242880 in the Office of the County Recorder of San Diego County. Said Declaration herein after referred to as "Original Declaration."

B. Association now desires to amend and restate the Original Declaration and replace it in its entirety with this 2007 Amended and Restated Declaration. Upon recordation of this Declaration, the Property shall be subject to the covenants, conditions, restrictions, rights, reservations, easements, equitable servitude, liens, and charges contained herein.

C. Section 8 of Article VIII of the Original Declaration provides that the Covenants, Conditions and Restrictions may be amended by the approval of not less than sixty percent (60%) of the Owners. The undersigned President and Secretary of the Association certify that, to the best of their knowledge, the affirmative vote or written consent of at least the required percentage of Association members has been obtained.

The Association certifies and declares that it has established and does hereby establish this Declaration for the protection of all of said real property, and has fixed and does hereby fix the protective covenants, conditions and restrictions upon which and subject to which all of said real property shall be held, leased, sold and/or conveyed by said Association and parties having or acquiring any right, title or interest in all or any part of the properties which covenants, conditions and restrictions are for the benefit of all said real property and shall inure to and pass with all of said real property and each and every part thereof shall apply to and bind the respective successors in interest of the present owners thereof, as follows, to-wit:

ARTICLE I

DEFINITIONS

Section 1.1. "Corporation" and "Association" shall mean and refer to FLETCHER TERRACE ASSOCIATION, its successors and assigns.

Section 1.2. "Lettered Lots" shall mean all those lots described in Exhibit "B" of this Declaration of Covenants, Conditions and Restrictions and designated by an Alphabetical letter and those lots shall be the Common Area.

Section 1.3. "Numbered Lots" or "Lots" shall mean all those lots described in Exhibit "B" of this Declaration of Covenants, Conditions and Restrictions and designated by a numerical number which shall be the residence lots.

Section 1.4. "Project" or "Properties" shall mean all parcels or real property, Common Area and Lots, described in Exhibit "A" hereof, together with all building structures, utilities, facilities and other improvements.

Section 1.5. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners and shall be designated by lettered lots.

Section 1.6. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 1.7. "Owner" means any natural person, firm, corporation, partnership, trust or other entity which owns a fee simple interest in any Lot, as shown on the most recent deed for the Lot recorded in the Office of the San Diego County Recorder, and any contract sellers under recorded contracts of sale. "Owner" shall not include any persons or entities who hold an interest in a Lot merely as security for performance of an obligation. For purposes of exercising membership rights and incurring membership obligations when an Owner is a corporation, any director, officer, employee or agent designated by corporate resolution may exercise the membership rights attributable to the corporation. When an Owner is a trust, the trustee may exercise the membership rights attributable to the trust unless otherwise designated in writing by the trustee.

Section 1.8. "Board" means the Board of Directors of the Association.

Section 1.9. "Governing Documents" means this Declaration and any other documents such as the Articles, Bylaws, or Rules and Regulations which govern the operation of the Association.

Section 1.10. "Lender" means a Person to whom a Mortgage is made and includes the beneficiary of a deed of trust and any guarantor or insurer of a mortgage. "Institutional Lender" means a mortgagee that is a financial intermediary or depository,

such as a bank, savings and loan, or mortgage company, that is chartered under federal or state law and that lends money on the security of real property or invests in such loans, or any insurance company or governmental agency or instrumentality, including the Federal National Mortgage Association (FNMA), the Federal Home Loan Mortgage Corporation (FHLMC), and the Government National Mortgage Association (GNMA). "First Lender" means a mortgagee that has priority over all other mortgages or holders of mortgages encumbering the same Lot or other portions of the Project. The term "Beneficiary" shall be synonymous with the term "Lender."

Section 1.11. "Mortgage" means a mortgage or deed of trust encumbering a Lot or any other portion of the Project. "First Mortgage" means a mortgage that has priority over all other mortgages encumbering the same Lot or other portion of the Project.

Section 1.12 "Declaration" means this instrument, as it may be amended from time to time.

Section 1.13 "Improvement" includes, without limitation, the construction, installation, alteration, or remodeling of any buildings, walls, decks, fences, swimming pools, landscaping, landscape structures, skylights, solar heating or electrical equipment, spas, antennas, as regulated by Section 7.11 herein, utility lines, or any structure of any kind. "Improvement" does not include the renewing or renovating of any structure of any kind, to its original condition, color and form because of deterioration, damage or appearance to the original structure or the change of any living landscape items in the member's yard.

Section 1.14 "Original Declaration" means and refers to the document referenced in the Recitals to this Declaration, together with all amendments thereto, adopted prior to recordation of this Declaration.

ARTICLE II**MEMBERSHIP**

Every person or entity who is an Owner of Record of a fee or undivided fee interest in any Numbered Lot which is subject by covenants, of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one Membership. Membership shall be appurtenant to and may not be separated from ownership of any Numbered Lot which is subject to assessment by the Association. Ownership of such numbered lot shall be the sole qualification for membership.

ARTICLE III**VOTING RIGHTS**

Members shall be all those Owners as defined in Article II. Members shall be entitled to one vote for each Numbered Lot in which they hold the interest required for membership in Article II. When more than one person holds such interest in any Numbered Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Numbered Lot.

ARTICLE IV

PROPERTY RIGHTS

Section 4.1. Members' Easements of Enjoyment.

Every Member shall have the right and easement of enjoyment in the Common Area and such easement shall be appurtenant to and shall pass with the title to every assessed Numbered Lot, subject to the following provisions:

(a) The right of the Association to reasonably limit the number of guests of Members;

(b) The right of the Association, in accordance with its Articles and By-laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said Property, and the rights of such mortgage on said properties shall be subordinate to the rights of the homeowners hereunder; and

(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 agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3rd) of the votes of the Membership has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every Member not less than thirty days nor more than sixty (60) days in advance.

Section 4.2. Delegation of Use.

Any Member may delegate in accordance with the by-laws, his right to enjoyment to the common area and facilities to the members of his family, or his tenants. If the Owner is deemed to have delegated such rights, the Owner and the Owner's family, guests, and invitees shall not be entitled to use and enjoy the Common Area for so long as the delegation is effective.

Section 4.3 Obligation to Supply Tenant Information.

Each Owner shall notify the Secretary or management company of the Association of the names of any contract purchasers or tenants of such Owner's Lot and such other information such as telephone number for contact and identification of resident vehicles, if required by rules enacted by the Board.

Section 4.4 Lease Must Require Conformance to Governing Documents.

Any lease, rental agreement or contract of sale entered into between an Owner and a tenant or contract purchaser of a Lot shall require compliance by the tenant or contract purchaser with all of the Governing Documents which provision shall be for the express benefit of the Association and each Owner. The Association and each Owner shall have a right of action directly against any tenant or contract purchaser of an Owner, as well as against the Owner, for nonperformance of any of the provisions of the Governing Documents to the same extent that such right of action exists against such

Owner. Any lease shall specify that failure to abide by such provisions shall be a default under the agreement.

Section 4.5 Hotel or Transient Use; Minimum Lease Term.

There shall be no hotel or transient use of any Lot located within the properties. No property shall be leased or rented for less than a thirty (30) day period.

Section 4.6. Capital Improvements.

Capital Improvements in excess of Six Thousand Five Hundred Dollars (\$6,500) require the assent of fifty-one percent (51%) of the Members. For purposes of this Section, the term "Capital Improvement" shall refer only to the addition of new amenities or facilities purchased by the Association not currently owned by the Association. The term "Capital Improvement" shall not include funds spent for repair, replacement or maintenance of any elements within the Project for which the Association is responsible and were included in the most recent reserve study.

Section 4.7. Equitable Servitudes.

The covenants and restrictions set forth in this Restated Declaration shall be enforceable equitable servitudes, and shall inure to the benefit of and bind all Owners. These servitudes shall run with the land, and may be enforced by any Owner or by the Association or by both.

Section 4.8. Right of Entry by Association.

For the purpose of performing the maintenance of the Common Area or for any other purpose reasonably related to the performance by the Board of its responsibilities under this Declaration, the Association's agents or employees shall have the right to enter any Lot or upon any portion of the Common Area to effect emergency repairs. For other than emergency repairs, the Association's agents or employees shall have the right to enter any Lot or any portion of the Common Area to effect repairs, improvements, replacements or maintenance which the Association, after approval by two-thirds (2/3rd) vote of the Board, reasonably deems necessary. 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. Further, such entry for other than emergency repairs shall be made only after not less than three (3) days notice has been given to the Owner.

Section 4.9. Owner Easements Over Common Area.

Each Owner shall have a nonexclusive easement for use and enjoyment of the Common Area now or hereafter owned by the Association and for ingress, egress, and support over and through the Common Area. These easements shall be appurtenant to, and shall pass with the title to each Lot and shall be subordinate to any exclusive easements granted elsewhere in this Restated Declaration, as well as to the right of the Association pursuant to the governing Documents to (a) limit or deny use thereof; (b) regulate time and manner of use; (c) charge reasonable admission fees or deposits; (d) charge for supplying and replacing keys to Common Areas, including charges calculated to limit distribution and deter loss of keys; (e) perform its obligations under this Restated Declaration; or (f) otherwise regulate the Common Area as provided in the

Governing Documents. Each of the easements reserved or granted herein shall be covenants running with the land for the use and benefit of the Owners and their Lots superior to all other encumbrances applied against or in favor of any portion of the Project. Individual grant deeds to Lots may, but shall not be required to, set forth the easements specified in this Article.

Section 4.10. Association Grant of Easements.

The Association may grant to third parties easements in, on, and over the Common Area for the purpose of constructing, installing, or maintaining necessary utilities and services, or for any other purpose reasonably related to the operation and maintenance of the Project. Each Lot Owner, in accepting his or her deed to the Lot, expressly consents to such easement. No such easement can be granted, however, if it would interfere with any exclusive easement, or with any Owner's use, occupancy, or enjoyment of his or her Lot without the approval of the affected Owner.

ARTICLE V

ASSESSMENTS

Section 5.1 Creation of the Lien and Personal Obligation of Assessments.

Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Annual Assessments or charges, (2) Special Assessments for purposes permitted herein, and (3) Individual Assessments (as more fully described in Section 5.12 herein); such Assessments to be established and collected as hereinafter provided. The Annual and Special Assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the Lot and shall be a continuing lien upon the separate interest against which each such Assessment is made, the lien to become effective upon recordation of a notice of Assessment. Each such Assessment together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment fell due. No Member may exempt himself or herself from liability for this contribution towards the common expenses by waiver of the use or enjoyment of any of the Common Areas or by the abandonment of his or her Lot.

Section 5.2 Purpose of Assessments.

The Assessments levied by the Association shall be used exclusively to promote the economic interest, recreation, health, safety, and welfare of all the residents in the entire Project and for the improvement and maintenance of the Common Area and those other portions of the property for which the Association is responsible and for the common good of the Project.

Section 5.3 Annual Assessment.

The Board of Directors shall determine and fix the amount of the Annual Assessment against each Lot in accordance with the procedures described below.

Section 5.3.1 Preparation of Annual Budget .

Not less than thirty (30) nor more than ninety (90) days prior to the beginning of the Association's fiscal year, the Board shall estimate the total amount required to fund the Association's anticipated common expenses for the next succeeding fiscal year (including additions to any reserve fund established to defray the costs of future repairs, replacement or additions to the common facilities) by preparing and distributing to all Association Members a budget. If the Board fails to distribute the budget for any fiscal year within the time period provided for in this Section, the Board shall not be permitted to increase regular assessments for that fiscal year unless the Board first obtains the approval of Owners, constituting a quorum, casting a majority of the votes at a meeting of the Association.

Section 5.3.2 Reserve Contributions and Accounts.

As part of the Annual Assessments for maintenance authorized above, the Board of Directors shall annually fix the amount to be contributed to reserve funds for the purpose of defraying, in whole or in part, the cost or estimated cost of any reconstruction, repair or replacement of improvements, including fixtures and personal property related thereto. Separate records shall be maintained for deposits and expenditures to said account, which shall be designated as a reserve account.

Section 5.4 Special Assessments for Capital Improvements or Extraordinary Expenses; Reserves for Replacement.

The Board of Directors may levy, in any Assessment year, a Special Assessment applicable to that year only, for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, or for extraordinary expenses incurred by the Association.

Section 5.5 Limits for Increases of Annual and Special Assessments.

The Board of Directors of the Association may not impose an Annual Assessment that is more than twenty percent (20%) greater than the Annual Assessment for the Association's preceding fiscal year or impose Special Assessments which in aggregate exceed five percent (5%) of the budgeted gross expenses of the Association for that fiscal year without the approval of Owners casting a majority of the votes at a meeting of the Association at which a quorum is present.

This Section does not limit Assessment increases necessary for emergency situations. For purposes of this section, an emergency situation is any one of the following: (i) An extraordinary expense required by an order of a court; (ii) An extraordinary expense necessary to repair or maintain the Common Area for which the Association is responsible where a threat to personal safety is discovered; and (iii) An extraordinary expense necessary to repair or maintain the Common Area that could have not been reasonably foreseen by the Board in preparing and distributing the current year's operating budget.

Section 5.6 Required Notice of Assessment Increases.

Whenever there is an increase in Annual Assessments or Special Assessments, all Members shall be notified by first class mail, not less than thirty (30) nor more than sixty (60) days prior to the Assessment due date.

Section 5.7 Division of Assessments; Payment of Assessments.

Annual and Special Assessments shall be charged to and divided among the Lots equally. Annual Assessments levied against each Owner and his or her Lot shall be due and payable in advance to the Association in equal monthly installments on the first day of each month or on such other date or dates as may be established from time to time by the Board of Directors. Special Assessments shall be due and payable in advance of such date or dates as established by the Board of Directors.

Section 5.8 Effect of Nonpayment of Assessments.

Assessments are delinquent fifteen (15) days after they become due. A late charge not exceeding ten percent (10%) of the delinquent Assessment or ten dollars (\$10), whichever is greater shall be imposed upon any delinquent payment. Interest on delinquent Assessments and late charges shall be imposed at an annual percentage rate of twelve percent (12%) interest commencing thirty (30) days after the Assessments become due. Late charges and interest on past due amounts may be modified by the Board in accordance with any changes permitted by state law.

Section 5.9 Transfer of Lot by Sale or Foreclosure.

Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale of any Lot pursuant to foreclosure of a first Mortgage shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer (except for Assessment liens recorded prior to the Mortgage). No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

Section 5.10 Notice of Delinquent Assessment.

Section 5.10.1 Assessment Lien.

If any Annual or Special Assessment is delinquent, the Association may record an Assessment Lien against the Lot of the delinquent Owner, notwithstanding any provision of this Declaration to the contrary, the Assessment lien provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust upon any Lot. The lien shall be signed by any officer of the Association or any agent designated by the Association.

Section 5.10.2 Requirements Before Recording Liens.

The recordation of liens shall be done in accordance with Civil Code Section 1367.1 and any amendments thereto. At least thirty (30) days prior to recording a lien against the separate interest of any Owner of record, the Association shall notify the Owner of record, in writing, by certified mail of the following: (1) A general description of the collection and lien enforcement procedures of the Association and the method of calculation of the amount, a statement that the Owner of the separate interest has the right to inspect the Association records, pursuant to Section 8333 of the Corporations Code, and the following statement in 14-point **boldface** type, if printed, or in capital letters, if typed: "IMPORTANT NOTICE: IF YOUR SEPARATE INTEREST IS PLACED IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR ASSESSMENTS, IT MAY BE SOLD WITHOUT COURT ACTION;" (2) An itemized statement of the charges owed by the Owner, including items on the statement which indicate the amount of any delinquent assessments, the fees and reasonable costs of collection, reasonable attorney's fees, any late charges, and interest, if any; (3) A statement that the Owner shall not be liable to pay the charges, interest, and costs of collection, if it is determined the assessment was paid on time to the Association; (4) The right to request a meeting with the Board; (5) The right to dispute the assessment debt by submitting a written request for

dispute resolution pursuant to Civil Code Sections 1363.810, et. seq.; and (6) The right to request alternative dispute resolution with a neutral third party pursuant to Civil Code Sections 1369.510, et. seq. before the Association may initiate foreclosure against the Owner's Lot, except that binding arbitration shall not be available if the Association intends to initiate a judicial foreclosure.

Prior to recording a lien for delinquent assessments, the Association shall offer the Owner and, if so requested by the Owner, participate in dispute resolution pursuant to Civil Code Sections 1363.810, et. seq.

For liens recorded on or after January 1, 2006, the decision to record a lien for delinquent assessments shall be made only by the Board and may not be delegated to an agent of the Association. The Board shall approve the decision by a majority vote of the directors in an open meeting. The Board shall maintain the confidentiality of the Owner or Owners of the Lot by identifying the matter in the minutes by the parcel number of the property, rather than the name of the Owner or Owners. The Board shall record the vote in the minutes of that meeting.

Section 5.10.3 Secondary Address.

Upon receipt of a written request by an Owner identifying a secondary address for purposes of collection notices, the Association shall send additional copies of any notices required by this Section to the secondary address provided. The Association shall notify owners of their right to submit secondary addresses to the association, at the time the Association issues the pro forma operating budget pursuant to Civil Code Section 1365. The Owner's request shall be in writing and shall be mailed to the Association in a manner that shall indicate the Association has received it. The Owner may identify or change a secondary address at any time, provided that, if a secondary address is identified or changed during the collection process, the Association shall only be required to send notices to the indicated secondary address from the point the Association receives the request.

Section 5.10.4 Contents of Lien.

Any notice of delinquent assessment shall state the amount of the assessment and other sums imposed in accordance with Section 1366, a legal description of the Owner's Lot, and the name of the record Owner of the Lot. The itemized statement of the charges owed by the owner described in paragraph 5.10.2 shall be recorded together with the notice of delinquent assessment. In order for the lien to be enforced by nonjudicial foreclosure, the notice of delinquent assessment shall state the name and address of the trustee authorized by the association to enforce the lien by sale. The notice of delinquent assessment shall be signed by the person designated in the Declaration or by the Association for that purpose, or if no one is designated, by the president of the Association.

Section 5.10.5 Requirements after Lien is Recorded.

A copy of the recorded notice of delinquent assessment shall be mailed by certified mail to every person whose name is shown as an Owner of the Lot in the Association's records, and the notice shall be mailed no later than ten (10) calendar days after recordation.

Section 5.10.6 Erroneous Recording of Lien.

If it is determined through dispute resolution that the Association has recorded a lien for delinquent assessments in error, the Association shall promptly reverse all late charges, fees, interest, attorney's fees, costs of collection, and costs of recordation and release of the lien, and pay all costs related to the dispute resolution or alternative dispute resolution.

Section 5.10.7 Release of Liens.

Within twenty-one (21) days of the payment of the sums specified in the notice of delinquent assessments, the Association shall record a lien release and provide the Owner a copy of same.

Section 5.10.8 Nonexclusive Remedy.

Nothing in this Section or in subdivision (a) of Section 726 of the Code of Civil Procedure prohibits actions against the Owner of a Lot to recover sums for which a lien is created pursuant to this Section or prohibits the Association from taking a deed in lieu of foreclosure.

Section 5.11 Collection of Delinquent Assessments.

Section 5.11.1 Delinquencies Less than \$1,800 or One Year.

If the Association seeks to collect delinquent Annual or Special Assessments of an amount less than One Thousand Eight Hundred Dollars (\$1,800), not including any accelerated assessments, late charges, fees and costs of collection, attorney's fees, or interest, it may not collect that debt through judicial or nonjudicial foreclosure, but may attempt to collect or secure that debt in any of the following ways:

- (1) By a civil action in small claims court. If the Association chooses to proceed by an action in small claims court, and prevails, it may enforce the judgment as permitted under the Code of Civil Procedure. The amount that may be recovered in small claims court to collect upon a debt for delinquent Assessments may not exceed the jurisdictional limits of the small claims court and shall be the sum of the following: (A) The amount owed as of the date of filing the complaint in the small claims court proceeding; and (B) In the discretion of the court, an additional amount to that described in subparagraph (A) equal to the amount owed for the period from the date the complaint is filed until satisfaction of the judgment, which total amount may include accruing unpaid assessments and any reasonable late charges, fees and costs of

collection, attorney's fees, and interest, up to the jurisdictional limits of the small claims court.

- (2) By recording a lien on the Owner's Lot as provided in Section 4.10 upon which the Association may not foreclose until the amount of the delinquent assessments secured by the lien, exclusive of any accelerated assessments, late charges, fees and costs of collection, attorney's fees, or interest, equals or exceeds One Thousand Eight Hundred Dollars (\$1,800) or the assessments are more than twelve (12) months delinquent.
- (3) Any other manner provided by law, except for judicial or nonjudicial foreclosure.

Section 5.11.2 Delinquencies Greater than \$1,800 or One Year.

If the Association seeks to collect delinquent Annual or Special Assessments of an amount of One Thousand Eight Hundred Dollars (\$1,800) or more, not including any accelerated assessments, late charges, fees and costs of collection, attorney's fees, or interest, or any Assessments that are more than twelve (12) months delinquent, it may use judicial or nonjudicial foreclosure subject to the following conditions:

- (1) Prior to initiating a foreclosure on an Owner's Lot, the Association shall offer the Owner and, if so requested by the Owner, participate in dispute resolution pursuant to Civil Code Section 1363.810 et. seq., or alternative dispute resolution as set forth in Civil Code Section 1369.510 et. seq. The decision to pursue dispute resolution or a particular type of alternative dispute resolution shall be the choice of the Owner, except that binding arbitration shall not be available if the Association intends to initiate a judicial foreclosure.
- (2) The decision to initiate foreclosure of a lien for delinquent assessments that has been validly recorded shall be made only by the Board and may not be delegated to an agent of the Association. The Board shall approve the decision by a majority vote in an executive session. The Board shall record the vote in the minutes of the next meeting of the Board open to all Members. The Board shall maintain the confidentiality of the Owner or Owners of the Lot by identifying the matter in the minutes by the parcel number of the property, rather than the name of the Owner or Owners. A Board vote to approve foreclosure of a lien shall take place at least thirty (30) days prior to any public sale.
- (3) The Board shall provide notice by personal service to an Owner of a Lot who occupies the Lot or to the Owner's legal representative,

if the Board votes to foreclose upon the Lot. The Board shall provide written notice to an Owner of a Lot who does not occupy the Lot by first-class mail, postage prepaid, at the most current address shown on the books of the Association. In the absence of written notification by the Owner to the Association, the address of the Owner's Lot may be treated as the Owner's mailing address.

- (4) A non-judicial foreclosure by the Association to collect upon a debt for delinquent assessments shall be subject to a right of redemption. The redemption period within which the Lot may be redeemed from a foreclosure sale under this Paragraph ends ninety (90) days after the sale.

Section 5.11.3 Foreclosure of Lien.

Once the requirements of this Section are followed, the lien may be enforced in any manner permitted by law, including sale by the court, sale by the trustee designated in the notice of delinquent Assessment, or sale by a trustee substituted pursuant to California Civil Code Section 2934(a). Any sale shall be conducted in accordance with the provisions of Sections 2924, 2924(b), 2924(c), 2924(f), 2924(g) and 2924(h) of the California Civil Code, or any successor statutes thereto, applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner permitted by law. The Association, acting on behalf of the Lot Owners, shall have the power to bid for the Lot at foreclosure sale, and to acquire and hold, lease, mortgage, and convey the same.

Section 5.12 Individual Assessments.

In addition to the Special Assessments levied against all Owners in accordance with Section 4.4 above, the Board of Directors may impose Individual Assessments against an Owner in any of the circumstances described below, provided that no Individual Assessments may be imposed against an Owner pursuant to this Section 5.12 until the Owner has been afforded notice and the opportunity for a hearing, and, if appropriate, has been given a reasonable opportunity to comply voluntarily with the Association's Governing Documents. Subject to the foregoing, the acts and circumstances giving rise to liability for Individual Assessments include the following:

Section 5.12.1 Damage to Common Area.

In the event that any damage to, or destruction of, any portion of the Common Area, including any portion of the Lot which the Association is obligated to repair and maintain is caused by the willful misconduct or negligent act or omission of any Owner, any member of his or her family, or any of his or her tenants, guests, servants, employees, licensees 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 proceeds) shall be assessed and charged solely to and against such Owner as a Individual Assessment.

Section 5.12.2 Expenses Incurred in Gaining Member Compliance.

In the event that the Association incurs any costs or expenses to bring the Owner and/or his or her Lot into compliance with any provision of the Governing Documents, the amount incurred by the Association (including reasonable fines and penalties duly imposed hereunder, title company fees, accounting fees, and reasonable attorneys' fees) shall be assessed and charged solely to and against such Owner as an Individual Assessment.

Section 5.12.3 Transfer Fees.

A transfer fee may be assessed against each Lot at the time escrow closes on the conveyance of title to such Lot, if title is transferred, or as of the date a new tenant takes possession of the Lot, if the Lot is leased. The charge shall be an amount not to exceed the Association's actual costs to change its records in connection with said change of ownership or possession of the Lot.

Section 5.13 Levy of Individual Assessment and Payment.

Once an Individual Assessment has been levied against an Owner for any reason described, and subject to the conditions imposed in this Section 5.12, such Individual Assessment shall be recorded on the Owner's account, notice thereof shall be mailed to the affected Owner and the Individual Assessment shall thereafter be due as a separate debt of the Owner payable in full to the Association within thirty (30) days after the mailing of notice of the Assessment.

Section 5.14 Foreclosable Lien for Damage to Common Area.

Once an Individual Assessment has been imposed by the Association's Board of Directors pursuant to Section 5.12.1 with regard to damage to Common Area, such charge may be collected as provided in Section 5.11.

ARTICLE VI

ARCHITECTURAL CONTROL

Section 6.1. Architectural Review.

No Improvement, building, fence, wall or other structure of any type or kind, prefabricated, assembled, built or brought on site, including materials for site enhancement shall be commenced, erected or maintained upon a Homeowner's property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same, shall have been submitted in writing as to harmony or external design and location in relation to surrounding structures and topography to the Architectural Committee and approved by the Board of Directors. The Architectural Committee's role is entirely advisory to the Board of Directors. The Architectural Committee has no power to authorize or approve any applications submitted to it. Approval is required by the Board of Directors.

Each and every project shall be built according to plans and specifications approved by the Board of Directors. Deviations from those plans and specifications may provide cause for the immediate cessation of the project pending further review by the Board of Directors. Lack of proof of city or other government building permits or other required permits may provide cause for the immediate cessation of the project pending further review by the Board of Directors. Board approval does not substitute for a City of El Cajon Permit or other required permit. Adherence to building codes, set backs, drainage and similar issues are the sole responsibility of the Homeowner.

Section 6.2. Scope of Control.

The Architectural control exercised by the Board of Directors of the Fletcher Terrace Association includes the general, overall and specific appearance of the house and yard including landscaping as seen from the front of the house including the entrance area, doors, windows, trim, roof and walls, garage, lights, gutters and solar energy system. It also includes the general overall and specific appearance of the house, yard and driveway including landscaping as may be seen from an adjoining Member's house or the FTA common area. Architectural approval is required for all construction projects of any type or kind whether located in the front yard, side or back yard or as a part of the original and new structures found on a homeowner's property. For the purpose of these CC&Rs, the front yard is defined as that part of the lot extending from the street to the front of the house, garage and front facing fences, attached or not. The front yard of a residence located on a corner lot shall include any portion of the lot not bounded by a fence that is visible from the street.

Section 6.3 Submission of Plans; Action by Committee.

Plans and specifications for the proposed Improvement shall be submitted to the Committee, Secretary of the Association or professional management company, if any, by personal delivery or certified mail, return receipt requested. In the event the Board fails to approve or disapprove the plans within forty-five (45) days after said plans and

specifications have been submitted to it, the Owner requesting said approval may submit a written notice to the Board advising them of the failure to so receive approve or disapprove. If the Board still fails to approve or disapprove said plans, within thirty (30) days after the receipt of said notice from the Owner, said plans shall be deemed approved.

Section 6.4 Approval/Disapproval of Plans.

Any approval or disapproval of plans submitted to the Board shall be in writing. An approval of plans by the Board may be qualified. All qualifications, imposed by the Board must be in writing. If a plan is disapproved, in whole or in part, the written decision from the Board shall include both an explanation of why the proposed change was disapproved and a description of the procedure for reconsideration of the decision by the Board of Directors.

Section 6.5 Architectural Rules and Regulations.

The Board of Directors may from time to time adopt, amend and repeal rules and regulations to be known as "Architectural Rules." Said rules shall interpret and implement the provisions of this Declaration and Civil Code Section 1378 by setting forth the standards and procedures for the review and approval of proposed Improvements and guidelines for architectural design, placement of any work of Improvement or color schemes, exterior finishes and materials and similar features which are recommended for use within the Properties, provided that said rules shall not be in derogation of the minimum standards required by this Declaration. In the event of any conflict between the Architectural Rules and this Declaration, the Declaration shall prevail.

Section 6.6 Waiver.

The architectural standards and the enforcement thereof may vary from one term of the Board of Directors to another term of the Board. These variances shall not constitute a waiver by the Board of the right to adopt and enforce architectural standards under this Section. No decision by the Board shall constitute a binding precedent with respect to subsequent decisions of the Board. However, nothing in this paragraph shall permit the Board to enforce retroactively its architectural standards against any Owner whose architectural change has been approved under the architectural standards of a previous Board.

Section 6.7 Inspection of Work.

With consent of the Owner, which consent shall not be unreasonably withheld, any member or authorized representative of the Board may, at any reasonable hour and upon reasonable notice, enter and inspect any Lot which has been the subject matter of an approval of a submission for an Improvement. A request for inspection must be made within six (6) months after substantial completion of the Improvements. Such entry shall be made with as little inconvenience to the Owner as reasonably possible, and any damage caused thereby shall be repaired by the Association. If the Board finds that such work was not done in substantial compliance with the approved plans and specifications, it shall notify the Owner in writing of such noncompliance, specifying the particulars of

noncompliance and shall require the Owner to remedy the same within thirty (30) days from the date of notification of such noncompliance. If the noncompliance is not corrected within thirty (30) days, the Board may utilize the procedures set forth in the article entitled "Dispute Resolution and Enforcement" herein to gain compliance.

Section 6.8 Annual Architectural Procedures Disclosure.

The Association shall annually provide its Members with notice of any requirements for Association approval of changes to the property. The notice shall describe the types of changes that require Association approval and shall include a copy of the procedure used to review and approve or disapprove a proposed change.

Section 6.9 Time for Completion of Work.

The work of constructing and erecting any building, structure or landscape project shall be prosecuted diligently from the commencement and the same shall be completed within four months time. Requests for time extensions must be approved by the Board of Directors.

Section 6.10 Lot Lines.

No additions shall be made to the existing structure which shall be closer to side lot lines or front lot lines than existing buildings which existed at the time of finish of construction by the builder except that additions to the existing structure along the side property lines may be allowed if they observe the City of El Cajon building required set-back.

Section 6.11 Retaining Walls.

With the exception of retaining walls, no building or other structure shall be erected or maintained in whole or in part within any slope area. Retaining walls must meet all existing building code requirements. Homeowners shall maintain and properly water slopes on their own Lots to prevent damage or interference with established slope ratios, soil erosion or sliding problems and to not change the direction of or retard the flow of water through drainage channels.

ARTICLE VII

USE RESTRICTIONS

Section 7.1. Residential Use and Business Activities.

No Lot shall be occupied and used except for residential purpose by the Owners, their tenants, social guests, and no trade or business shall be conducted on any Lot except as more fully set forth herein. No business or commercial activities of any kind whatsoever shall be conducted on any Lot without the prior written approval of the Board, provided that the foregoing restriction shall not apply to the activities, signs or activities of the Association in the discharge of its responsibilities under the Governing Documents. Furthermore, no restrictions contained in this Section shall be construed in such a manner so as to prohibit any Owner from (a) maintaining his or her personal library in his or her residence, (b) keeping his or her personal business records or accounts therein, (c) handling his or her personal or professional telephone calls or correspondence therefrom, (d) leasing or renting his or her residence, or (e) conducting any other activities on the Owner's Lot otherwise compatible with residential use and the provisions of this Declaration which are permitted under applicable zoning laws or regulations without the necessity of first obtaining a special use permit or specific governmental authorization. The uses described in (a) through (e), above, are expressly declared to be customarily incidental to the principal residential use of the Lot and not in violation of this section.

Section 7.2. Second-Hand Building Materials.

No second-hand material shall be used in the construction of any building or other structure except second-hand materials may be approved by the Board of Directors if it is determined that the use of such materials is necessary to achieve a particular architectural style or effect. All buildings and fences of frame construction shall be painted or stained with at least two coats upon completion.

Section 7.3. Temporary Structures.

No tent, shack, trailer or recreational vehicle, basement, garage, or outbuilding shall at any time be used on any lot as a residence, whether temporarily or permanently, nor shall any residence of a temporary character be constructed, placed or erected on any lot.

Section 7.4. Household Pets.

The following restrictions regarding the care and maintenance of pets within the Project shall be observed by each Owner and resident:

Section 7.4.1 Maximum Number of Pets.

No more than two (2) common household pets may be kept in each Lot so long as the same are not kept, bred or maintained for commercial purposes, except that caged birds or fish in an aquarium may be kept and maintained in reasonable numbers or as otherwise established by the Board. No other animals, or poultry of any kind shall be kept, bred or raised in any Lot.

Section 7.4.2 Leash Requirements for Dogs.

Dogs shall only be allowed on the Common Area when they are leashed and otherwise under the supervision and restraint of their Owners.

Section 7.4.3 Pets and Common Areas.

No household pets shall be left chained or otherwise tethered in the Common Area. Pet owners shall be responsible for the prompt removal and disposal of pet wastes deposited by their pets within the Project.

Section 7.4.4 Owner Responsibility for Conduct of Pet.

Each person bringing or keeping a pet on the Property shall be solely responsible for the conduct of such pets.

Section 7.4.5 Association Not Responsible for Conduct of 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.

Section 7.4.6 Pet Rules.

The Board of Directors shall have the right to establish and enforce additional regulations imposing standards for the reasonable control and keeping of household pets in, upon and around the Property to ensure that the same do not interfere with the quiet and peaceful enjoyment of the Property by the other Owners. The regulations adopted by the Board may, in the Board's sole discretion, limit the right to maintain dogs, cats and other pets that are likely to be within the Common Areas from time to time, to Owners; provided, however, that any such rule shall not affect the rights of any lessee under a lease agreement in effect at the time the rule is adopted.

Section 7.4.7 Pets Constituting a Nuisance.

The Board may, in its sole discretion, restrict or prohibit maintenance within the Property, inside or outside of any structure, of any animal, bird or other pet which constitutes a nuisance (whether due to its size, perceived or real viciousness, unreasonable noise or otherwise) with respect to any other residents.

Section 7.5. Partial or Total Destruction.

In the event of the partial or total destruction of any building, it shall be rebuilt of such size and quality which will be equal to or greater than the original building. Construction is to commence in three (3) months and is to be completed within twelve (12) months or other time constraints approved by the Board. (See Section 9.1) Any extension for additional time must be requested of the Board of Directors.

Section 7.6. Lot Maintenance Standards.

Each and every Homeowner shall maintain their premises and landscape and regularly paint, repair, irrigate, fertilize, trim, etc., as required to preserve a high standard

of neighborhood attractiveness. The Board of Directors from time to time will adopt, amend and modify maintenance standards to be followed by homeowners in maintaining the landscape improvements on their lots. These guidelines will be contained in the Architectural Guidelines adopted by the Board and distributed to the membership.

In the event that an Owner fails to perform maintenance functions for which he or she is responsible under this Section, the Association may give written notice to the offending owner with a request to correct the failure within fifteen (15) days after receipt thereof. If the Owner refuses or fails to perform any necessary repair or maintenance, the Association may enter upon the Owner's lot, with at least twenty-four (24) hours' advance notice and perform the repair or maintenance so long as the Owner has been given prior notice and the opportunity for a hearing. The costs of the repairs may be billed to the Owner and collected as a non-liable assessment.

Section 7.7. Parking and Storage.

No front yard storage or parking of any type of materials, equipment or vehicles including campers and other RVs as described in Section 7.17 herein, not approved by the Board of Directors, shall be permitted. No vehicles may be parked on a lawn, rock, garden area or sidewalk. Parking of automobiles on the established driveway immediately in front of a two-car or three-car garage is permissible. Vehicles shall not be parked diagonally and no part of the vehicle shall extend past the driveway to the right or left. Likewise, no part of any vehicle shall be parked so as to extend past the end of the driveway to the extent that it blocks any or all of the public sidewalk.

Board approval will not be given for paving areas adjacent to driveways for the primary purpose of utilizing the area for parking. Board approval will not be given for parking three (3) or more vehicles in front of a two-car garage or four (4) or more vehicles in front of a three-car garage. If the area adjacent to the driveway is paved to allow for recreational vehicle parking behind a fence, overnight parking in that space is prohibited unless at least one space is utilized for parking in the owner's garage. The Board of Directors retains the right to disallow any adjacent parking that creates an unsightly appearance, in the judgment of the Board.

Any vehicle is considered as being stored if it is inoperable, unlicensed or kept in the same place for two (2) weeks. The movement of the vehicle from a driveway to the street and again to another location, all less than one thousand (1,000) feet one from the other does not nullify this Section. With previous notice, the Board of Directors may grant an extension to the two-week rule to Homeowners who may be absent from their home for an extended period of time.

Section 7.8. Easement over Adjoining Lots for Maintenance.

Each grantee of a Lot in said tract agrees for himself, his heirs, assigns, or successors in interest that he will permit free access by owners of adjacent or adjoining Lots to slopes or drainage ways located on this property which affect said adjacent or adjoining Lots, when such access is essential for the maintenance or permanent

stabilization on said slopes, or maintenance of the drainage facilities for the protection and use of property other than the Lot on which the slope or drainage way is located.

Section 7.9. Drainage.

Each grantee of a Lot in said tract agrees for himself and his assigns that he will not in any way interfere with the established drainage pattern over his Lot from adjoining or other Lots in said tract, and that he will make adequate provisions for proper drainage in the event it is necessary to change the established drainage over his Lot. For the purposes hereof, "established" drainage is defined as the drainage which occurred at the time the overall grading of said tract, including the landscaping of each Lot in said tract, was completed by the original contractor.

Section 7.10. Storage of Recreational Vehicles.

No recreational vehicles shall be parked or stored on the property, except as provided herein. Recreational vehicles shall be described as follows: a transportation structure, self-propelled or capable of being towed by a passenger car, station wagon, van, or pickup truck, of such sized and weight as not to require any special highway movement permits, and primarily designed or constructed to provide temporary, movable, living quarters for recreational, camping, or travel use, or to carry such equipment. Included as recreational vehicles, but not to the exclusion of any other types not mentioned in this section are trailers, trailer coaches, 5th wheels, camping trailers, motor homes, pickup campers (both slide-in and chassis mounts), converted vans, chopped vans, mini-motor homes, boat trailers (with and without boats mounted thereon), dune buggy trailers (with and without dune-buggies mounted thereon), boats and utility trailers.

Recreational vehicles may be parked in a side yard if (1) the parking is completely behind the front line of the residence, (2) an approved screening fence and/or gate of at least six feet in height is erected, and (3) the necessary Architectural approval has been obtained through the Board of Directors prior to any such parking or parking space creation. Fences with prior approval for a five-foot height must comply with the six-foot rule when and if changes are made to the fence or gate.

Recreational vehicles may be temporarily parked on the front driveway for the purpose of loading/unloading and cleaning, provided that such parking does not exceed seven (7) days. This seven-day allowance is permitted twice a year. Additional periods of this seven-day allowance require explicit, prior permission of the Board. Likewise, any extension of the seven-day period requires prior approval of the Board of Directors for clear and sufficient reason. Temporary or overnight living or sleeping in the vehicle is strictly prohibited. The Board of Directors requires prior approval for these and other special circumstances involving storage.

Section 7.11. Antennas and Satellite Dishes.

Owners may install satellite dishes not in excess of one (1) meter in diameter on their Lot. Owners may not install satellite dishes or antennas on any Common Areas. The Association may adopt rules permitting installation of satellite dishes or antennas in Common Areas, but adoption of said rules are solely within the discretion of the Board of

Directors. The Board may adopt rules regulating the installation of antennas or satellite dishes so long as the rules do not unreasonably delay or prevent installation, maintenance or use, unusually increase the cost of installation, maintenance or use, or preclude reception of an acceptable quality signal. Any rules implemented for legitimate safety restrictions are permitted, even if they impair installation, maintenance or use of the satellite dish or antenna. No resident may erect or display any radio or television antenna, satellite dish or other equipment or apparatus for transmitting or receiving transmission except as allowed by any applicable statute or law or as provided herein. Approval by Architectural Request forms is required.

Section 7.12. Trash Containers.

Owners/tenants shall have twenty-four (24) hours before and twenty-four (24) hours after pick-up day to clear trash and trash containers from the front of their property and remove same to a location out of sight of the front of the residence. Other items for pick-up shall follow same time frame.

Section 7.13. Holiday Decorations.

Christmas and other holiday decorations may not be erected or strung up sooner than thirty (30) days prior to the holiday and must be taken down no later than thirty (30) days after the holiday.

Section 7.14. Dogs.

No resident or guest shall walk a dog(s) on the Common Area without the dog(s) being on a leash. Each such person walking a dog(s) on the Common Area shall constrain the dog(s) upon approaching another person to prevent contact with either the person or the person's dog(s), if any, unless such contact is invited by the other. Each resident or guest walking a dog(s) on the Common Area will prevent the dog(s) from going onto any private property unless invited by the owner of the private property. Each resident or guest walking a dog(s) on the Common Area will carry all necessary equipment to enable the removal of any excrement deposited anywhere by his or her animal. For this Section, resident or guest shall include the resident or guest, their family, and anyone who may be enlisted to assist in the walking of the resident's or guest's dog(s).

Section 7.15. Signs.

No commercial advertising signs or billboards shall be displayed on any Lot or posted within or on any portion of the Common Area except that Owners may post on their Lots any signs required by legal proceedings and a single "For Rent," "For Lease" or "For Sale" sign of reasonable dimensions as allowed by Civil Code Section 713. Also, Owners may place noncommercial signs or posters which do not exceed nine (9) square feet, or flags or banners which do not exceed fifteen (15) square feet, in their yard or windows, on their door or outside wall, and on their balcony. These items may be made of paper, cardboard, cloth, plastic or fabric. They may not be made from lights, building or paving materials, plants, or balloons. Also, Owners may not paint the messages on architectural surfaces. Notwithstanding the foregoing, the Board may prohibit and order

the immediate removal of any sign which poses a threat to health or safety, or which is in violation of law.

Section 7.16. Damage to Common Area.

Each Homeowner shall be liable to the Association for any damage to the Common Area or to Association owned property, including access control systems, storm drains, sprinkler systems and mailboxes, if the damage is sustained because of the negligence, willful misconduct, or unauthorized or improper installment or maintenance of any improvement by the Homeowner or the Homeowner's family, guest, tenants, contract purchasers, or invitees. In the case of joint ownership of a Lot, the liability of the co-owners shall be joint and several, unless the co-owners and the Association have agreed in writing to an alternative allocation of liability.

Section 7.17. Common Area and Walking Paths.

All residents are entitled to the quiet use and enjoyment of their home and FTA common areas. The Common Area is for the joint use of all residents and as such must be used in a manner that is not offensive or threatening to others. The paths are primarily walking paths for our residents. Except as authorized by the Board of Directors, motorized vehicles of any kind are strictly prohibited on Association walking paths.

ARTICLE VIII

GENERAL PROVISIONS

Section 8.1. Enforcement

(a) **Right to Enforce; Remedies.** The Association or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the Governing Documents as more fully described in Article XII herein.

(b) **Nuisance.** The result of every act or omission, whereby any provision, condition, restriction, covenants, easement, or reservation contained in the Governing Documents is violated in whole or in part, is declared to be and constitute a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against every such result and may be exercised by any Owner and/or the Association. Each remedy provided herein shall be cumulative and not exclusive.

(c) **Failure to Enforce.** Failure by the Association or any Owner to enforce any provisions of the Governing Documents shall in no event be deemed a waiver of the right to do so thereafter.

(d) **Violation of Law.** Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any Lot within the Project is declared to be a violation of this Declaration and subject to any or all of the enforcement procedures herein set forth.

(e) **Compliance with Statute.** All activities to enforce the provisions of the Governing Documents shall be conducted in accordance with all applicable laws, statutes and ordinances. This Section shall apply to both the Association and to all Owners.

Section 8.2. Authority to Establish Fines.

The Association, having been authorized by a vote of the membership to impose specific fines for violations of the CC&Rs shall establish and publish a schedule of such fines. (see Fine Policy)

Section 8.3. Severability.

Invalidation of any one of these covenants, conditions, or restrictions by judgment or court order shall in no way effect any other provisions which shall remain in full force and effect.

Section 8.4. Attorneys' Fees.

In the event an attorney is engaged by the Board to enforce the Governing Documents, the Association shall be entitled to recover from the adverse party to the controversy its attorney's fees and costs so incurred. In the event litigation is commenced to enforce the Governing Documents, the prevailing party shall be entitled to its attorneys' fees and costs. Said costs and attorneys' fees shall constitute a lien on the Lot which is enforceable pursuant to Article V, Section 9 herein. This Section shall also apply to attorneys' fees incurred to collect any post-judgment costs.

Section 8.5. Governing Document Priorities.

In the event of a conflict between the Governing Documents, or any provision thereof, the following documents shall take precedence in the order given: (1) the Articles, (2) this Restated Declaration, (3) the Bylaws, and (4) the Rules and Regulations.

Section 8.6. Conflict with Statutes.

Provided any federal, state or local statute, law or ordinance is inconsistent with any provision or provisions of the Governing Documents, and compliance with that statute, law or ordinance is mandatory, neither the Association, the Board nor any member thereof shall have any liability for complying with the federal, state or local statute, law or ordinance and not with the inconsistent provision or provisions of the Governing Documents.

Section 8.7. Term and Amendment.

The covenants, conditions and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, the City of El Cajon, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, and shall continue in full force and effect until January 1, 2014, and thereafter for successive periods of twenty (20) years each until the membership decides to terminate it. In all other situations, this Declaration of Covenants, Conditions and Restrictions may be amended by the approval of not less than sixty percent (60%) of the Owners.

Section 8.8 Conflict of Governing Documents .

If there is a conflict among or between the Governing Documents, the provisions of this First Restatement of Declaration shall prevail; thereafter, priority shall be given to Governing Documents in the following order: Articles, Bylaws, and Rules and Regulations of the Association.

ARTICLE IX**DAMAGE OR DESTRUCTION****Section 9.1. Duty to Restore Lot.**

If all or any portion of any Lot or Dwelling is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner of such Lot to rebuild, repair or reconstruct the Dwelling and the Lot in a manner which will restore it substantially to its appearance and condition immediately prior to the casualty or as otherwise approved by the Board. The Owner of any damaged Lot or Dwelling and the Board shall be obligated to proceed with all due diligence hereunder, and such Owner shall mitigate any danger presented by such damage or destruction and thereafter cause reconstruction to commence within three (3) months after the damage occurs and be completed within one (1) year after damage occurs, unless prevented by causes beyond his or her reasonable control.

Section 9.2. Duty to Restore Common Area.

If all or any portion of the Common Area is damaged or destroyed, it must be repaired or replaced by the Association unless:

- (a) The Project is terminated;
- (b) Repair or replacement would be illegal under a state statute or other applicable ruling;
- (c) The damaged or destroyed portion of the Project is partitioned, or
- (d) other arrangements satisfactory to the Members can be effected.

Section 9.3. Cost of Repair.

Any cost of repair or replacement of common area improvements in excess of insurance proceeds and reserves shall be a common expense, levied against Lots as a special assessment.

Section 9.4. Insurance Proceeds.

An insurance trustee appointed by the Board or insurance company, or if there is no trustee, then the Board, acting by the President, shall hold any insurance proceeds in trust for the Association, Owners and lien holders as their interests may appear. Subject to the provisions of this Restated Declaration, the proceeds shall be disbursed first for the repair or restoration of the damaged property. The Association, Owners and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus after the Common Areas have been completely repaired or restored, or unless the Project is terminated.

Section 9.5. Disbursements to Owners and Lenders.

Any insurance proceeds distributed to Owners and Lenders shall be distributed proportionately according to the fair market values of the Lots at the time of the destruction as determined by an independent appraisal. That appraisal shall be performed by an independent appraiser who shall be selected by the Board and who shall be a member of, and apply the standards of, a nationally recognized appraiser organization.

Section 9.6. Certificates by Board.

The trustee, if any, may rely on the following certifications in writing made by the Board:

- (a) Whether or not damaged or destroyed property is to be repaired or restored; and
- (b) The amount or amounts to be paid for repairs or restoration and the names and addresses of the parties to whom such amounts are to be paid.

Section 9.7 Certificates by Attorneys or Title Insurance Companies.

If payments are to be made to Owners or Lenders, then the Board and the trustee, if any, shall obtain and may rely on a title insurance company's or attorney's title certificate or a title insurance policy based on a search of the Official Records of the County Recorder, stating the names of the Owners and the Lenders.

ARTICLE X**EMINENT DOMAIN****Section 10.1. Association as Trustee for Owners.**

If all or part of the Common Area is threatened to be, or shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages for or on account of the taking of the Common Area, exclusive of compensation for consequential damages to certain affected Lots, shall be payable to the Association as trustee for all Owners and Lenders according to the loss or damages to their respective interest in the Common Area. The Association, acting through the Board, shall have the right to act on behalf of the Owners with respect to the negotiation, settlement and litigation of the issues with respect to the taking and compensation affecting the Common Area. Each Owner hereby designates and appoints the Association as his or her attorney-in-fact for such purposes.

Section 10.2. Condemnation of a Lot.

If all or any part of a Lot is taken by eminent domain, the award shall be disbursed to the Owner of the Lot subject to the rights of the Owner's Lenders. If the taking renders the Lot uninhabitable, the Owner shall be divested of any further interest in the Project, including membership in the Association, and the interest of the remaining Owners shall be adjusted accordingly.

ARTICLE XI**INSURANCE****Section 11.1. General Liability Insurance.**

The Association shall obtain and maintain a comprehensive public liability and property damage liability policy or policies insuring the Association, Board members, any manager, Owners, and occupants of Lots against any liability for bodily injury, death, and property damage arising from ownership and use of the Common Area. Limits of liability under the insurance shall not be less than Three Million Dollars (\$3,000,000) covering all claims for death, personal injury, and property damage arising out of a single occurrence.

Section 11.2. Directors and Officers Liability Insurance.

The Association shall obtain and maintain one or more policies of insurance which include coverage for individual liability of officers and directors of the Association for negligent acts or omissions of those persons acting in their capacity as officers and directors. Limits of liability under this insurance shall be determined by the Board at its sole discretion.

Section 11.3. Fidelity Coverage.

The Association shall purchase and maintain fidelity coverage for any person or entity handling funds of the Association, whether or not such persons or entities are compensated for their services. If an agent handles Association funds, such agent shall be covered by the Association's coverage, unless such agent provides similar coverage. The Association's coverage may be in the form of a separate bond, a separate policy (e.g., crime policy), or may be added by endorsement to the general policies carried by the Association. The Board shall have the discretion to determine the amount of coverage. The bond or policy must contain a provision that it may not be canceled or substantially modified without at least ten (10) days' prior written notice to the Association.

Section 11.4. Other Association Insurance.

The Association shall purchase and maintain workers' compensation insurance to the extent necessary to comply with any applicable laws. The Association may purchase such other insurance that the Board considers necessary or advisable, including earthquake insurance coverage.

Section 11.5. Review of Insurance; Notice of Cancellation or Modification.

The limits and coverage of insurance carried by the Association shall be reviewed at least annually by the Board and increased or decreased in its discretion. Such policies shall include a provision for at least ten (10) days' prior written notice to the Association, and, if available, to each First Lender which is listed as a scheduled holder of a First Mortgage in the insurance policy, of any cancellation or substantial modification by any party.

Section 11.6. Qualifications of Insurance Carriers.

The Association shall use generally acceptable insurance carriers from which to purchase and maintain the coverage required herein.

Section 11.7. Failure to Acquire Insurance.

The Association, and its directors and officers, shall have no liability to any Owner or Lender if, after a good faith effort, it is unable to obtain any insurance required hereunder, because the insurance is no longer available or, if available, can be obtained only at a cost that the Board in its sole discretion determines is unreasonable under the circumstances, or the Association Members fail to approve any assessment increase needed to fund the insurance premiums. In such event, the Board immediately shall notify each Member and any Lender entitled to notice that the specific insurance will not be obtained or renewed.

The Association, and its directors and officers, shall also have no liability to any Owner or Lender if it does not obtain any of the insurance referenced hereunder which is not required but may be obtained at the discretion of the Association. The Board may, in good faith in its sole discretion, determine that obtaining any of the discretionary insurance is unreasonable or unnecessary under the circumstances. In making a determination as to whether to acquire any such discretionary insurance, the Board may, but is not required to, base its decision upon, among other things, a vote of the Owners.

Section 11.8. Trustee for Policies.

The Association, acting through its Board, is appointed and shall be deemed trustee of the interests of all named insureds under all insurance policies purchased and maintained by the Association. All insurance proceeds under any of those policies shall be paid to the Board as trustee. The Board shall use the proceeds for the repair or replacement of the property for which the insurance was carried or for the purposes described in Article X herein. The Board also is authorized to negotiate loss settlements with the appropriate insurance carriers, to compromise and settle any claim or enforce any claim by any lawful action, and to execute loss claim forms and release forms in connection with such settlements.

Section 11.9. Insurance Premiums.

Insurance premiums for any insurance coverage obtained by the Association shall be included in the regular or special assessments. That portion of the assessments necessary for the required insurance premiums shall be used solely for the payment of the premiums when due.

Section 11.10. Insurance Policy Deductibles.

The Board of Directors shall have the power, in its sole discretion, to determine the amount of any deductible applicable to any insurance policy carried by the Association. In the event of a loss for which Association insurance coverage is used, the responsibility for payment of any deductible shall be as follows:

- (a) Owners shall be responsible for the cost of any deductible if the damage or loss occurs to the Owners' real or personal property or other property for which the Owner is responsible.
- (b) The Association shall be responsible for the cost of any deductible if the damage or loss occurs to any item owned by the Association, or for which the Association is responsible.
- (c) The foregoing notwithstanding, if the damage or loss is caused by the negligence or misconduct of any Owner, or resident, guest, tenant or invitee of an Owner, the responsible Owner shall be liable for the full amount of the deductible.

Section 11.11. Owner Notification of Insurance.

The Association shall disclose such information regarding insurance coverage as and when required by any applicable statute or law. Failure to disclose such information shall not impose any liability upon the Association or Board other than that provided for in such statute or law.

ARTICLE XII

DISPUTE RESOLUTION AND ENFORCEMENT

Section 12.1 Introduction.

This Article sets forth the methods available to the Board of Directors and membership for resolving disputes within the Association along with the Association's powers of enforcement of the Governing Documents. Sections 12.2 and 12.3 are not mandatory and may be utilized in accordance with the rules and policies of the Association. Section 12.4 providing for Internal Dispute Resolution is mandatory when initiated by a member. Section 12.5 is mandatory in the event that an Owner or the Association anticipates proceeding to litigation.

Section 12.2 Informal Notice of Violation.

The Board may authorize an informal written notice of violation to any Owner whose Lot or any resident therein is violating a provision of the Governing Documents. Its function is notification to the Owner of the violation and requesting their voluntary cooperation in correcting it.

Section 12.3 Disciplinary Proceedings.

The Board of Directors may take the following actions against any person or entity whose act or failure to act violates or threatens to violate any provision of the Governing Documents: (1) impose monetary penalties, including late charges and interests; (2) suspend voting rights in the Association until the violation has been cured; and (3) suspend use privileges for Common Area recreational facilities until the violation has been cured.

The determination of whether to impose any of the foregoing sanctions shall be within the sole discretion of the Board. The Board shall substantially comply with the due process requirements of Civil Code §1363(h) before imposing any of the foregoing penalties.

Section 12.4 Internal Dispute Resolution Procedure.

The procedures set forth herein is for the purpose of resolving a dispute between the Association and Member involving their rights, duties or liabilities under the Governing Documents or the California Non-Profit Mutual Benefit Corporation Law. Either party to a dispute within the scope of this Section 12.4 may invoke the following procedure.

Section 12.4.1 Meet and Confer.

The party may request the other party to meet and confer in an effort to resolve the dispute. The request shall be in writing.

Section 12.4.2 Rights to Meet and Confer

A member of an Association may refuse a request to meet and confer. The Association may not refuse a request to meet and confer.

Section 12.4.3 Designation of Representative

The Association's Board of Directors shall designate at least one (1) member of the Board to meet and confer.

Section 12.4.4 Timeliness of Meeting

The parties shall meet promptly at a mutually convenient time and place, explain their positions to each other and confer in good faith and in an effort to resolve the dispute.

Section 12.4.5 Agreement in Writing

A resolution of the dispute agreed to by the parties shall be memorialized in writing and signed by the parties, including the Board designee on behalf of the Association.

Section 12.4.6 Agreement Judicially Enforceable.

An agreement reached under Section 12.4 herein binds the parties and is judicially enforceable when it meets the requirements set forth in Civil Code §1363.840(c).

Section 12.5 Alternative Dispute Resolution Procedure.

Prior to the commencement of an enforcement action, the party initiating the case shall comply with Civil Code Section 1369.530 by serving a Request for Resolution on the other party in accordance with the statute.

Section 12.6 Litigation.

The Association or any Member shall have the right to enforce by proceedings at law or in equity, all restrictions, conditions, covenants, Association Bylaws and rules and regulations, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or any amendment hereto, including the right to prevent the violation of any such restrictions, conditions, covenants or reservations, the right to recover damages or other dues for such violation; provided, however, that with respect to Assessment liens, the Association shall have the exclusive right to the enforcement thereof. In any action to enforce the governing documents, the prevailing party shall be entitled to an award of reasonable attorney fees and court costs.

ARTICLE XIII

DUTIES AND POWERS OF THE ASSOCIATION

Section 13.1 General Powers and Authority.

The Association shall have all the powers of a nonprofit corporation under California law, subject only to the limitations in the Governing Documents of the Association. It may perform all acts which may be necessary for or incidental to the performance of the obligations and duties imposed upon it by this Declaration or the other Governing Documents. Its powers shall include, those granted in its Bylaws and the following:

Section 13.1.1 Assessments.

The Association shall have the power to establish, fix, and levy Assessments against the Members in accordance with the procedures set out in this Declaration and subject to the limitations therein.

Section 13.1.2 Adoption of Rules.

The Association shall have the power to adopt reasonable operating rules as more fully set forth in Section 13.5 herein.

Section 13.1.3 Enforcement of Governing Documents.

The Association shall have the power and duty to enforce the Governing Documents as more fully provided in **Article XII** herein.

Section 13.1.4 Right of Entry.

The Association's agents or employees shall have the right to enter upon any Lot when necessary in connection with any maintenance, landscaping, or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Member as is practicable, and in accordance with Section 4.8 of this Declaration.

Section 13.1.5 Easements.

The Association shall have the authority to grant easements in addition to those shown on the map, where necessary for utilities, cable television, and sewer facilities over the Common Area to serve the common and open space areas and the Lots in accordance with Section 4.10 herein.

Section 13.2 Duties of the Association.

In addition to the duties delegated to the Association or its agents and employees elsewhere in these Governing Documents, the Association shall be responsible for the following:

Section 13.2.1 Maintenance and Operation of Common Areas.

The Association, acting through the Board, shall operate and maintain the Common Areas and the facilities located thereon.

Section 13.2.2 Financial Statements.

The Association shall regularly prepare, review and distribute financial statements to the Members in accordance with Civil Code §1365.

Section 13.2.3 Insurance.

The Association shall maintain such policy or policies of insurance as are required by this Declaration.

Section 13.2.4 Discharge of Liens.

The Association shall discharge by payment, if necessary, any lien against the Common Area, and charge the cost thereof to the Member or Members responsible for the existence of the lien (after notice and a hearing, as provided in the Bylaws).

Section 13.2.5 Assessments.

The Association shall fix, levy, collect, and enforce Assessments.

Section 13.2.6 Payment of Expenses.

The Association shall pay all expenses and obligations incurred by the Association in the conduct of its business, including, without limitation, all licenses, taxes, or governmental charges levied or imposed against the property of the Association.

Section 13.3 Limitation on Board Authority.

Except with the vote or written assent of Owners casting a majority of the votes at a meeting or through a mail ballot where a quorum is represented, the Board shall not take any of the following actions:

Section 13.3.1 Sale of Association Property.

Sell during any fiscal year property of the Association having an aggregate fair market value greater than five percent (5%) of the budgeted gross expenses of the Association for that fiscal year.

Section 13.3.2 Compensation to Board Members.

Pay compensation to Members of the Board or to officers of the Association for services performed in the conduct of the Association's business, provided that the Board may reimburse a Member for expenses incurred in carrying on the business of the Association.

Section 13.3.3 Contracts in Excess of One Year.

Enter into a contract with a third person to furnish goods or services for the Common Area or the Association for a term longer than one (1) year, with the following exceptions: (i) A contract with a public utility company if the rates charged for the materials or services are regulated by the Public Utilities Commission, provided the term does not exceed the shortest term for which the supplier will contract at the regulated rate; (ii) Prepaid casualty or liability insurance policies not to exceed three years' duration provided the policy permits short rate cancellation by the insured; and (iii) Contracts for cable television and other telecommunications wiring to be negotiated for such terms as the Board deems proper.

Section 13.4 Limitation on Liability of Officers and Directors.

No director, officer, committee Member, employee, or other agent of the Association, shall be liable to any Owner or any other party, including the Association, for any damage, loss, or prejudice suffered or claimed on account of any act, omission, error, or negligence of any such person if such person has acted in good faith and in a manner such person reasonably believed to be in the best interests of the Association.

Section 13.5 Adoption of Rules.

The Association shall have the power to adopt reasonable operating rules governing the Project, use of the Common Area and any facilities located thereon, and of any other Association property. Such rules may include, but are not limited to, reasonable restrictions on use by the Members and their guests, rules of conduct, and the setting of reasonable fees for the use of recreational facilities. Rules must be in writing and must be consistent with applicable law and the governing documents. A copy of the current Association Rules shall be given to each Member.

Section 13.5.1 Review and Comment Period.

Prior to enacting certain classes or types of rules, the Association shall provide Owners with a thirty (30) day advance notice of a rule adoption or change, which shall include a copy of the proposed rule and a description of the purpose and effect of the proposed rule, and allow Owners to provide comments to the Board regarding the proposed rule. After the thirty (30) day comment period has expired, the Board shall meet to discuss any comments received, and decide whether to proceed with adoption of the proposed rule. If the rule is adopted, the Board shall provide notice to the Owners of the rule adoption within fifteen (15) days of adopting the rule.

Section 13.5.2 Rule Classes Subject to Review and Comment - "Class 1 Rules."

The following classes or types of rules (Class 1 Rules) shall be subject to the rights of Owners to review and comment: common area use rules; exclusive-use common area rules (for example, balcony storage); home use rules (for example, noise regulations); architectural rules, including procedures for review,

approval and disapproval of applications; discipline rules, including any fine schedule, payment plans for delinquent assessments, and procedures for elections.

Section 13.5.3 Rule Classes Not Subject to Review and Comment - "Class 2 Rules."

Except as otherwise required by law, the following classes or types of rules (Class 2 Rules) shall not be subject to the rights of Owners to review and comment: common area maintenance, a decision on a specific matter that is not intended to apply generally, regular or special assessment amounts, any rule required by law, and any repeating of existing law or governing document provision.

Section 13.5.4 Owner Veto Rights of Class 1 Rules.

Members of the Association owning five percent (5%) or more of the votes may call a special meeting of the membership to reverse a rule change to a Class 1 Rule. Special meeting of the Members may be called by delivering a written request to the president or secretary of the Board, after which the Board shall deliver notice of the meeting to the membership and hold the meeting in conformity with Section 7511 of the Corporations Code. The written request may not be delivered more than thirty (30) days after the Members are notified of the rule change. Members are deemed to have been notified of a rule change on delivery of notice of the rule change, or on enforcement of the resulting rule, whichever is sooner. For the purposes of Section 8330 of the Corporations Code, collection of signatures to call a special meeting under this Section is a purpose reasonably related to the interests of the Members of the Association. A Member request to copy or inspect the membership list solely for that purpose may not be denied on the grounds that the purpose is not reasonably related to the member's interests as a member. In lieu of calling the meeting described in this Section, the Board may distribute a written ballot to every Member of the Association in conformity with the requirements of Section 7513 of the Corporations Code. The rule change may be reversed by the affirmative vote of a majority of the votes represented and voting at a duly held meeting at which a quorum is present or by ballot (which affirmative votes also constitute a majority of the required quorum). A rule change reversed under this Section may not be readopted for one year after the date of the meeting reversing the rule change. Nothing in this Section precludes the Board from adopting a different rule on the same subject as the rule change that has been reversed. As soon as possible after the close of voting, but not more than fifteen (15) days after the close of voting, the Board shall provide notice of the results of the vote to every Member. This Section does not apply to an emergency rule change.

Section 13.5.5 Emergency Rules.

The Board may enact a temporary emergency rule dealing with any class or type of rule if the Board determines that an immediate rule change is necessary to address an imminent threat to public health or safety or imminent risk of substantial economic loss to the Association. The Board shall provide notice to

the Owners of adoption of the emergency rule within fifteen (15) days of its adoption, which shall include the text of the rule change, a description of the purpose and effect of the rule change, and the date that the rule change expires. Such an emergency rule may be effective for up to one hundred twenty (120) days, and may not be readopted after its expiration.

IN WITNESS WHEREOF, Russ Gish and Ron Goble hereby declare under penalty of perjury under the laws of the State of California as required under Civil Code Section 1355(a) that:

(a) We are the President and Secretary, respectively, of the Fletcher Terrace Association, a California nonprofit mutual benefit corporation; and

(b) The foregoing 2007 Amended and Restated Declaration of Covenants, Conditions and Restrictions of the Fletcher Terrace Association was approved by the requisite percentage of the Members of the Association and if applicable, of the First Lenders.

Dated: 5/10/2013

Russ Gish
 Russ Gish, President
 Fletcher Terrace Association

AKA RUSSELL WALTER
 GISH, JR.

Dated: 5-10-13

Ronald Goble
 Ron Goble, Secretary
 Fletcher Terrace Association

AKA RONALD GAIL
 GOBLE

ACKNOWLEDGMENT

State of California)
 : s.s.
County of San Diego)

On 5.10.13 before me, Ashley Lynn Fuglseth, Notary Public, personally appeared Russell Walter Bish Jr., who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Ashley Lynn Fuglseth

[Seal]



ACKNOWLEDGMENT

State of California)
 : s.s.
County of San Diego)

On 5.10.13 before me, Ashley Lynn Fuglseth, Notary Public, personally appeared Ronald Gail Goble, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Ashley Lynn Fuglseth

[Seal]

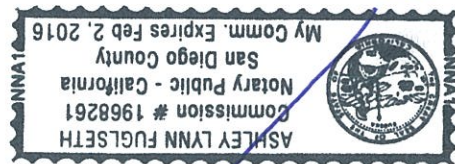


EXHIBIT "A"**LEGAL DESCRIPTION OF UNIT 1 OF FLETCHER TERRACE**

Lots One (1) through One Hundred Sixteen (116) and One Hundred Eighteen (118) through One Hundred Thirty Two (132) together with lot One Hundred Seventeen (117) (As described in Deed recorded September 10, 1974 as File/Page No. 74-243992 of Official Records of San Diego County) and Lots "A" and "B" of FLETCHER TERRACE UNIT 1 in the City of El Cajon, County of San Diego, State of California, according to Map thereof No. 7940 filed in the office of the County Recorder of San Diego County on May 22, 1974.

LEGAL DESCRIPTION OF UNIT 2 OF FLETCHER TERRACE

Lots One (1) through One Hundred (100) and Lots "A" and "B" of FLETCHER TERRACE UNIT 2 in the City of El Cajon, County of San Diego, State of California, according to Map thereof No. 7941 filed in the Office of the County Recorder of San Diego County on May 22, 1974.

EXHIBIT "B"**LETTERED LOTS:**

Lots "A" and "B" of FLETCHER TERRACE UNIT 1 in the City of El Cajon, County of San Diego, State of California, according to Map thereof No. 7940 filed in the office of the County Recorder of San Diego on May 22, 1974.

Lots "A" and "B" of FLETCHER TERRACE UNIT 2 in the City of El Cajon, County of San Diego, State of California, according to Map thereof No. 7941 filed in the Office of the County Recorder of San Diego County on May 22, 1974.

NUMBERED LOTS:

Lots One through One Hundred Sixteen and One Hundred Eighteen through One Hundred Thirty Two together with lot One Hundred Seventeen (as described in Deed recorded September 10, 1974 as file/page No. 74-243922 of Official Records of San Diego County) of FLETCHER TERRACE UNIT 1 in the City of El Cajon, County of San Diego, State of California, according to Map thereof No. 7940 filed in the office of the County Recorder of San Diego County on May 22, 1974.

Lots One through One Hundred of FLETCHER TERRACE UNIT 2 in the City of El Cajon, County of San Diego, State of California, according to Map thereof No. 7941 filed in the Office of the County Recorder of San Diego County on May 22, 1974.