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**2019 RESTATEMENT OF
DECLARATION OF CONDITIONS AND RESTRICTIONS
OF
LA JOLLA MESA VISTA HOMEOWNERS ASSOCIATION**

SEE Exhibit A for Homeowner's Names

**2019 RESTATEMENT OF
DECLARATION OF CONDITIONS AND RESTRICTIONS OF
LA JOLLA MESA VISTA HOMEOWNERS ASSOCIATION**

PREAMBLE

This 2019 Restatement of Declaration of Conditions and Restrictions (this "2019 Restated Declaration") is made on the date hereinafter set forth by La Jolla Mesa Vista Homeowners Association, a nonprofit mutual benefit corporation (the "Association"). This 2019 Restated Declaration restates, amends and supersedes the limitations, restrictions, conditions and covenants set forth in the 2010 Restatement of Declaration of Conditions and Restrictions of La Jolla Mesa Vista Homeowners Association (the "2010 Restated Declaration") for the real property located within both La Jolla Mesa Vista Unit No. 1 (as more fully described in "A" of Recitals below) and La Jolla Mesa Vista Unit No. 2 (as more fully described in "B" of Recitals below).

RECITALS

A. Security Title Insurance Company, as Trustee of its Trust No. P.T. 1007, caused to be recorded a Declaration of Conditions and Restrictions dated May 20, 1957, and recorded May 20, 1957, Book 6585, Page 148, Official Records of San Diego County, California, which affects the real property described as follows:

Lots 1 through 93, inclusive, of La Jolla Mesa Vista Unit No. 1, according to Map thereof No. 3650, filed in the Office of the County Recorder of San Diego County, California, May 20, 1957.

("La Jolla Mesa Vista Unit No. 1")

B. Security Title Insurance Company, as Trustee of its Trust No. P.T. 1107, caused to be recorded a Declaration of Conditions and Restrictions, dated June 13, 1960, and recorded June 15, 1960, Series 1, Book 1960, File No. 123150, Official Records of San Diego County, California, and amended October 19, 1960 and recorded October 21, 1960 as recorders file #209990; Second amendment dated November 17, 1960 and recorded November 25, 1960 as recorders file #230480, Official Records of San Diego County, California, which affects the real property described as follows:

Lots 1 through 52, inclusive of La Jolla Mesa Vista Unit No. 2, according to Map thereof No. 4551, filed in the Office of the County Recorder of San Diego County, California, May 27, 1960.

("La Jolla Mesa Vista Unit No. 2")

C. On August 23, 2010, the 2010 Restated Declaration was recorded as Document No. 2010-0436594 in the Official Records of San Diego County, California, both combining La Jolla Mesa Vista Unit No. 1 and 2's earlier, respective declarations (the "Earlier Declarations") into a single unified declaration for the real property within La Jolla Mesa Vista Unit Nos. 1 and 2

(collectively the "Lots"), and restating, amending and superseding the limitations, restrictions, conditions and covenants set forth in the Earlier Declarations. The action of the owners of the Lots within La Jolla Mesa Vista Nos. 1 and 2 (the "Owners") to combine – and amend and restate – the Earlier Declarations was undertaken by written ballot under the procedures for amendment set forth in the Earlier Declarations, as attested by the execution of the 2010 Restated Declaration by duly authorized officers of the Association.

D. The undersigned constitute a majority of the Owners of the Lots which are affected by this 2019 Restated Declaration, and desire to amend the 2010 Restated Declaration as herein provided.

E. The limitations, restrictions, conditions and covenants set forth in this 2019 Restated Declaration constitute a general plan for (i) the maintenance, protection and enhancement of the value of all the Lots and (ii) the benefit of all the Owners. Said limitations, restrictions, conditions and covenants have been and are imposed on each Lot for the benefit of every other Lot and the present and future Owners thereof. Said limitations, restrictions, conditions and covenants have been, are and shall be covenants running with the land or equitable servitudes, as the case may be.

DECLARATION

Article 1 Definitions

1.1 **Definitions.** Each of the following words and phrases shall, in this 2019 Restated Declaration, have the respective meaning shown below, unless a contrary meaning shall, by the context, be evident:

1.1.1 "Association" shall refer to the La Jolla Mesa Vista Homeowners Association, a California mutual-benefit nonprofit corporation, and its successors and assigns. The Association was previously a California unincorporated association that was changed to a California corporation.

1.1.2 "Architectural Jury" and "jury" are used interchangeably, and both mean the Architectural Jury (whether or not capitalized) which is defined in Article 4.

1.1.3 "Bylaws" shall mean the Association's bylaws originally approved on December 8, 1983, along with subsequent amendments thereto.

1.1.4 "City" shall mean the City of San Diego, California.

1.1.5 "Declaration" shall mean this 2019 Restatement of Declaration of Conditions and Restrictions.

1.1.6 "Executive Committee" shall refer to the Association's Executive Committee or Board of Directors, who shall manage the Association's affairs, and consist of five (5) Owners or other number of Owners as authorized by the Bylaws who are elected as provided

by the Bylaws.

1.1.7 "Improvement" includes, without limitation, the construction, installations, alteration, or remodeling of any buildings, walls, decks, fences, swimming pools, landscaping, landscape structures, skylights, solar heating equipment, spas, antennas, utility lines, or any structure of any kind.

1.1.8 "Lots" shall mean single family residential Lots 1 through 93, inclusive, of La Jolla Mesa Vista Unit No. 1 and Lots 1 through 52, inclusive, of La Jolla Mesa Vista Unit No. 2, more fully described in Recitals "A" and "B" above; "Lot" shall mean any of the Lots.

1.1.9 "Mortgagee" shall mean the mortgagee under any real property mortgage or beneficiary under any deed of trust, which mortgage or deed of trust encumbers any Lot.

1.1.10 "Owner" shall mean the person(s) who hold(s) record title to any Lot.

1.1.11 "Street" shall mean a public dedicated street adjacent to a Lot(s).

Article 2 Membership and Voting Rights

2.1 **Membership and Voting Rights.** Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot, and shall not be transferred, encumbered, pledged, alienated, or hypothecated in any way, except upon the transfer or encumbrance of the Lot to which it is appurtenant. Any attempt to make a prohibited transfer is void. Upon any transfer of title to a Lot, including a transfer upon the death of an Owner, membership in the Association shall pass automatically to the transferee.

2.2. **Voting of Members.** The Owners shall have voting rights as set forth in the Bylaws, with one vote for each Lot.

2.3. **Suspension of Voting Rights.** If any Owner (or the occupant of any Lot owned by such Owner, or the invitee or licensee of such Owner) violates any of the provisions of the Declaration or the Bylaws - including, but not limited to, by failing to pay all Annual Assessments, Additional Charges, fines, penalties, and other charges imposed under the Declaration or the Bylaws - then, in addition to such other remedies that are afforded in the Declaration, the Bylaws, or applicable law, the rights and privileges of such Owner as member of the Association, including, but not limited to, the member's right to vote under this Declaration, shall be suspended.

Article 3 Restrictions

3.1 **Single-Family Use.** None of the Lots shall be used for other than single-family residential purposes; provided, however, that domestic employees may live thereon. No buildings or structures shall be erected, altered, placed or permitted to remain on any of the Lot(s) other than (i) one single-family dwelling (hereinafter "dwelling") and (ii) a private garage and other customary appurtenances incidental to the residential use of the Lot. No commercial trade shall be conducted upon any Lot. No Lot shall be leased for less than thirty (30) days, nor shall any Lot be

used for hotel or transient purposes. For purposes of this section, the term "family" shall include unrelated persons who jointly occupy and have equal access to all areas of a dwelling unit and who function together as an integrated economic unit. The following are a list of factors that may be considered in evaluating whether or not a group of unrelated persons who jointly occupy a residence meet the definition of family as described herein: (i) the residents have no prior relationship to each other before moving into the home; (ii) one or more of the residents has a separate rental agreement with the Owner; and (iii) the residents have different terms of residency in the home.

3.2. **Temporary Structure.** No structure(s) of a temporary character, trailer, basement, tent, garage or other outbuilding shall be used on any Lot, at any time as a residence, either temporarily or permanently; nor shall any prefabricated, preconstructed or used building be set or moved upon any Lot. Nothing contained in the foregoing shall be construed to preclude the use of a trailer, outbuilding or other temporary structure used to facilitate construction, during the period of construction of a dwelling on any Lot, provided that any such trailer, outbuilding or structure shall be removed promptly following the completion of any such dwelling.

3.3. **Vehicle Limitations.** No vehicle or boat shall be constructed or repaired upon any Lot nor shall any boat or inoperable vehicle be stored or allowed to remain on any Lot, except within a garage. Minor routine service and maintenance of a vehicle shall be allowed.

3.4 **Signs.** No sign of any kind shall be displayed on any Lot so as to be visible from the street except (i) a "For Rent" or "For Sale" sign of reasonable dimensions may be displayed to the public view of any of the Lots, provided that any Owner displaying a "For Sale" or "For Rent" sign shall, in good faith and using their best efforts, endeavor to effect the sale or rental of their Lot, as the case may be and (ii) modest security and community alert signs.

3.5 **Maintenance Facilities.** All tools, equipment, refuse cans and other containers shall be kept screened and concealed from view from the Street and shall be neat in appearance. Containers may be placed for trash collection in accordance with City's ordinances.

3.6 **Weeds & Rubbish.** No building materials, rubbish, brush, weeds, undergrowth or debris of any kind or character shall be placed upon or be permitted to accumulate or remain upon any Lot, which create a fire hazard or unsanitary, unsightly, offensive, or detrimental condition upon that Lot or upon any other property in the vicinity or which is unsightly, offensive or detrimental to the occupants of any property in the vicinity.

3.7 **Wells & Mining.** No well, appliance or structure for the production of, or from which there is produced, oil, water or gas, shall be placed, maintained or operated upon any Lot. No drilling, mining or digging for any minerals or other subterranean substance shall be permitted on any Lot.

3.8 **Subdivisions.** No Lot shall be subdivided or split into more than one lot or parcel. Nothing contained in the foregoing sentence shall be construed to preclude the Owners of adjoining Lots from adjusting, by lawful process, the common boundary between such Lots.

3.9 **Drainage.** No Owner shall, except with the prior written approval of the Architectural Jury, in any way interfere with the established drainage pattern over such Owner's Lot from adjacent or adjoining Lots, and each Owner will make adequate provisions and be responsible for any such approved change to the established drainage over such Owner's Lot. "Established drainage" shall mean the drainage pattern existing over the Lot at the time the 2010 Restated Declaration was filed for record on August 23, 2010. The Owner of each Lot shall be responsible for reasonably maintaining any drainage channel, cut, swale, berm and control facilities situated on their Lot and shall otherwise be responsible for effecting proper drainage controls on their Lot.

3.10 **Animals.** No animals other than commonly accepted household pets may be kept, raised, or bred upon any Lot. No animals may be kept or raised on any Lot for commercial purposes. All permitted animals shall be housed and/or kept within appropriate fencing. No animal shall be permitted to go or wander onto any Lot other than the Lot owned by the Owner owning such animal.

3.11 **Antennas.** New or replacement telephone, power lines, or cable television may be constructed above ground as long as the current method of above-ground utilities are in place. Except as provided in the preceding sentence, no wind turbine generators, lines, wires, antennas (including satellite dish antennas) or other devices for the generation, reception, communication or transmission of electrical current or power (including telephone, television and radio signals), shall be constructed, placed or maintained anywhere in or upon any Lot unless the same shall be contained, placed or maintained underground or concealed in other approved structures or improvements and shall not be visible from any other Lot. Wind turbines and antennas (including satellite dish antennas) shall not be visible from the Street and shall be screened by walls, fences or hedges to prevent unsightliness. Any installation (including television antennas) shall require approval by the Architectural Jury. The Architectural Jury shall consider the views from other Lots and the other provisions of this Declaration. Nothing herein shall be deemed to forbid the erection and use of temporary power or telephone services incidental to the construction of approved structures or improvements.

3.12 **Exterior Lights.** Any exterior electrical, gas or other artificial lighting installed on any Lot shall be positioned, screened or otherwise directed or situated so that the filament, bulb, flame or other light source shall be controlled direction and intensity so as not to unreasonably disturb the residents of any other Lot(s).

3.13 **Landscape Maintenance.** Each Owner shall maintain and keep in good condition and repair all improvements upon their Lot(s), including all landscaping. Each Owner shall maintain all graded slope banks located on such Owner's Lot so as to prevent erosion and to create a neat and attractive appearance.

3.14 **Clotheslines.** No outside clotheslines or other outside clothes drying or airing facilities shall be erected or maintained on any Lot so as to be visible from the Street.

3.15 **Window Coverage.** No reflective materials shall be placed or maintained on any window, skylight or door glass so as to be an annoyance to another Owner.

3.16 **Damaged Dwelling.** An Owner whose dwelling has been damaged or destroyed by fire or other calamity shall promptly and diligently cause the dwelling to be repaired, restored, or removed and the Lot regraded and landscaped so as to avoid an unsightly appearance. This obligation shall not extend to the installation of furniture and the like, but is for the purpose of preventing unsightliness caused by such damage or destruction and any resultant health or safety problems to other Owners and to the public.

Article 4 Construction and Maintenance of Improvements **Architectural Jury Control**

4.1 **Architectural Jury Structure.** An Architectural Jury consisting of three to five members shall be formed as set forth in Section 4.1.3 for the purposes of performing its duties as described in this Declaration. Architectural Jury members shall each own a Lot(s) in the subdivision and reside on a Lot. An Architectural Jury member with a vested interest in any decision of the Architectural Jury shall disqualify himself from participating in such a decision as a member of the Architectural Jury. The Jury members shall designate one of their members as chairman and all remaining members should confer on any matter that comes before them. Furthermore, they should act as one body. The Architectural Jury shall, as far as reasonably practical, confer with all affected parties. There shall be at least one member each from La Jolla Mesa Vista Unit No. 1 and Unit No. 2.

4.1.1 **Architectural Jury Vacancies.** A vacancy or vacancies shall be deemed to exist in any of the following instances: (i) the death, resignation or removal of any member of the Architectural Jury or (ii) any member of the Architectural Jury shall fail to serve as a member after notice of his or her appointment.

4.1.2 **Juror Resignation.** Any member may resign effective upon giving written notice to the chairman of the Architectural Jury, unless the notice specifies a later time for the effectiveness of such resignation. The chairman may give written notice to the other two members.

4.1.3 **Appointing Jurors.** The Executive Committee may appoint the members of the Architectural Jury composed of not less than three nor more than five members. The jury members (hereinafter referred to as "Jury") appointed shall be from the membership of the Association. A majority of the Jury may designate a representative to act on its behalf. Members of the Jury shall serve for a term of two years. In the event of death or resignation of any member of the Jury, a successor shall be appointed by the Executive Committee. Neither the members of the Jury, nor its designated representative, shall be entitled to any compensation for services performed pursuant hereto. In the event the Executive Committee has not appointed a Jury, it shall fulfill the duties of the Architectural Jury until such time as members are appointed to it in accordance with this section.

4.1.4 **Filling Vacancies.** Vacancies in the Architectural Jury shall be filled by the Executive Committee of the Association.

4.2 **Construction.** No Improvement of any kind shall be commenced, erected or maintained within the Properties by an Owner, nor shall any exterior addition to or change or

alteration be made in or to any Lot by an Owner until the plans and specifications showing the nature, color, kind, shape, height (including front, side and rear elevations), materials, and location of the same shall have been submitted to and approved in writing by the Association's Architectural Jury as to quality of workmanship and materials, harmony of external design and location in relation to surrounding structures, setback lines, topography and finish grade elevation. In addition, the Jury may require the use of "story poles" or similar methods in order to fully understand the impact of a proposed project.

4.2.1 **Neighbor Awareness.** The Architectural Rules shall provide that any Owners submitting a request for approval pursuant to Section 4.2 above shall certify that they have delivered a copy of the plans for the approval to their immediate neighbors. Each of the individuals to whom the plans were delivered are to sign an acknowledgment of receipt of the plans on a form supplied by the Association, and each signed form must be submitted by the Owner to the Architectural Jury with their application. Note that although all impacted homeowner feedback will be taken into consideration in the process, only the Architectural Jury (or Executive Committee in the Reconsideration process outlined in Section 4.7 below) has the power to approve or disapprove plans, not the immediate neighbors.

4.3. **Solar Energy.** Architectural Jury approval is required for installation of solar energy systems. Written approval must be received prior to commencement of installation.

4.4. **Landscaping, Etc.** No trees, bushes, shrubs, hedges, or plants (herein collectively referred to as "Landscaping") shall be allowed to the extent they substantially impair the view from other Lots. If the view from another Lot is substantially impaired, as determined by the Architectural Jury under Section 4.4.1 below, the Landscaping must be trimmed so as to no longer impair such view or be removed. Before planting any new Landscaping which has the potential to impair the view from any other Lot, a written statement identifying the Landscaping to be planted and showing the proposed location of such Landscaping shall be submitted to the Architectural Jury and, approval in writing by the Architectural Jury must be obtained. Said written statement may be disapproved by the Architectural Jury if in its opinion the view from any Lot would be substantially impaired by the height, size and/or location of such Landscaping or in any other manner. In addition, no Owner shall grade or remove the flora from any of a Lot (other than the reasonable removal of weeds and other flora to lessen the danger of a potential fire hazard) until the plans and specifications for such proposed grading or removal have been submitted to and approved in writing by the Architectural Jury.

4.4.1 The Architectural Jury shall have the right at any time to require any Owner to remove, top, trim or prune any tree, bush, shrub, hedge, or plant which substantially impairs the view from another Lot. No fence, rail, or Landscaping over 36 inches in height shall be placed in front of the setback line on a Lot, as shown on the recorded map of said Lot, and no fence, wall (except a retaining wall), rail, shall be over 60 inches in height elsewhere on the Lot; and no radio tower or mast, or flagpole shall be erected, constructed or placed upon any building or Lot, except with the prior written consent of the Architectural Jury. Any Landscaping, fence, wall, railing or other structure shall be placed at least two feet back of the front property line (as defined under City's ordinances) to permit proper landscaping between the property line and said Landscaping, fence or wall or other structure, as approved by the Architectural Jury. Fences, walls, rails, and

other structures shall require approval of the Architectural Jury. The Architectural Jury shall consider the impairment of view with respect to fences.

4.5 **Final Failure to Act.** With respect to plans, specification sand other written requests for final approval that have been submitted to the Architectural Jury in the event the Architectural Jury fails to approve or disapprove any properly submitted final plans, specifications, plans or schemes within thirty (30) days after all documents and information requested by the Architectural Jury have been received, the Owner requesting said approval may submit a written notice to the Architectural Jury advising it of its failure to act. If the Architectural Jury fails to act within fifteen (15) days after the receipt of said notice, said plans, specifications, plats or schemes shall be deemed to have been approved.

4.6 **Post Dating of Approval.** Any approval or disapproval of plans submitted to the Jury shall be in writing. An approval of plans by the Jury may be qualified. All qualifications, imposed by the Jury must be in writing. If a plan is disapproved, in whole or in part, the written decision from the Jury 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 Executive Committee.

4.6.1 **Post Dating of Approval.** In the event a neighbor files an objection to plans pursuant to Section 4.2 above, the Jury will post date its approval of the plans fifteen (15) days to allow any neighbor adversely affected by the Jury's decision to file for reconsideration of the Jury's consideration with the Executive Committee pursuant to Section 4.7.1. The Jury will send a copy of its decision on the plans to any neighbor who had filed an objection.

4.7 **Reconsideration.** If plans are disapproved, in whole or in part, the Owner is entitled to reconsideration by the Executive Committee of the Association if a written request is made within thirty (30) days of the Owner's receipt of the disapproval. The Executive Committee shall schedule a meeting for reconsideration of said Owner's plans to take place within thirty (30) days after receipt of such request. The Owner is entitled to be present at the meeting for reconsideration and to address the Executive Committee. The Owner shall also be entitled to bring one or more representatives to assist in explaining technical or design issues with regard to the plans. Said meeting for reconsideration does not need to be noticed to the membership of the Association. The Executive Committee shall have fifteen (15) days from the date of the meeting for reconsideration in which to render its decision in writing to the Owner. This section does not require reconsideration of a decision that is made by the Executive Committee where the Executive Committee is acting as the Jury pursuant to Section 4.1.3 herein.

4.7.1 **Reconsideration of Neighbor Objection.** In the event a neighbor submits an objection to approval of plans and the plans are approved by the Jury, the neighbor shall have fifteen (15) days to submit a written request for reconsideration by the Executive Committee. If an application for reconsideration is timely sent, then the applicant shall be notified that a request for reconsideration has been made to the Executive Committee by a neighbor and that pending reconsideration, no construction shall proceed. The Architectural Jury will adopt rules supplementing this procedure.

4.8 **Plans and Specifications.** All plans and specifications for submittal to the Architectural Jury shall comply with the following requirements:

4.8.1 **Floor Area and Height.** The floor area of any dwelling located on any Lot (exclusive of porches, patios, cellars, exterior stairways, eaves and garages) shall not be less than 1,500 square feet. No dwelling or other building shall exceed one story in height above Street level except that a dwelling not to exceed two stories in height will be permitted in Unit No. 1 on Lots 62-71 and on Lot 86 North, and in Unit No. 2 on Lots 10, 16, 18. Said square footage shall be determined by measuring from exterior walls. Cellars, basements, patios, porches and garages shall be excluded from such determination of minimum square footage.

4.8.2 **Front Set Back Lines.** The following building restrictions apply to the Unit No. 2 Lots referenced below:

No building shall be erected on Lots 48 to 52 inclusive within those portions of said lots lying Westerly of a straight line drawn Northerly from the Southwesterly corner of the Westerly 15 feet of each said lot, to the Northeasterly corner of the Westerly 25 feet of each said lot;

Nor on Lots 7 to 15 inclusive within those portions of said lots lying Easterly of straight lines drawn Northerly from the Southwesterly corner of the Easterly 10 feet of each said lot, to the Northwesterly corner of the Easterly 20 feet of each said lot;

Nor on Lots 24 to 30 inclusive within those portions of said lots lying Westerly of straight lines drawn Northerly from the Southeasterly corner of the Westerly 12 feet of each said lot, to the Northeasterly corner of the Westerly 22 feet of each said lot;

Nor within that portion of Lot 6 lying Southeasterly and Southerly of the following described line:

Beginning at point on the Northeasterly line of said Lot 6, distant thereon North 64° 25' 50" West 20.00 feet from the most Easterly corner thereof; thence Southerly, along a straight line to the Northerly terminus of that certain 50.94 foot radius curve, concave Northwesterly, which forms a portion of the Northwesterly line of the Southeasterly 10.00 feet of said Lot 6, as shown on said Map No. 4551; thence Southwesterly along the arc of said curve to the Westerly boundary of said Lot 6.

4.8.3 **Location of Improvements.** The following building restrictions apply to Unit No. 2, Lots 37, 38 and 39:

No building shall be erected within that portion of Lot 37 herein described lying Westerly on a straight line drawn Northerly from a point on the Southeasterly boundary of said Lot 37 distant thereon 70 feet Southwesterly from the most Easterly corner thereof to a point on the Northwesterly boundary of said lot distant thereon 60 feet Southwesterly from the most Northerly corner of said lot;

Nor within that portion of Lot 38 herein described lying Westerly of a straight line drawn Northerly from a point on the Southeasterly boundary of said Lot 38 distant thereon 92.5 feet Southwesterly from the most Easterly corner thereof to a point on the Northwesterly boundary of said lot distant thereon 80 feet Southwesterly from the most Northerly corner of said lot;

Nor within that portion of Lot 39 herein described lying Westerly of a straight line drawn Northerly from a point on the Southeasterly boundary of said Lot 39 distant thereon 115 feet Southwesterly from the most Easterly corner thereof to a point on the Northwesterly boundary of said lot distant thereon 100 feet Southwesterly from the most Northerly corner of said lot.

Nor within that portion of Lot 50 lying Easterly of the following described line: Beginning at a point on the Southerly line of said lot distant thereon North $81^{\circ} 21' 30''$ East 80.00 feet from the Southwest corner of said lot; thence Northerly along a straight line to a point on the Northerly line of said Lot 50; distant thereon South $89^{\circ} 21' 19''$ East 80.00 feet from the Northwest corner of said lot.

4.8.4 **Materials.** No secondhand material (except stone, brick, ornamental beams and/or similar ornamental material) shall be used in the construction of any building or any structure upon any Lot. No used lumber shall be used in the construction of any building or fence on any Lot. Unless prefinished materials have been specifically approved by the Architectural Jury, all wood surfaces shall, upon completion, be treated with at least two coats of paint or stain. All construction shall be completed in a neat and workmanlike manner.

4.8.5 **Roofs.** Roofs shall have a minimum pitch of 3 feet in 12 feet and a maximum pitch of 5 feet in 12 feet with a ridge at or near the center of the building. The Architectural Jury may approve higher pitches where they do not interfere with the view from another Lot(s). Roof shall be made of a material and quality approved by the Architectural Jury per the criteria in Section 4.2 herein. All new roofing shall be fire-retardant or fire-resistant in conformance with the City's ordinances.

4.8.6 **Extensions.** House extensions/additions are not allowed if any of the following are involved: interference, or potential interference with the view from, or solar access to, any Lot by reason of the height, size and/or location of the proposed structure or improvement.

4.9 **Variances; Modifications.** The Architectural Jury may authorize variances from this Declaration, including, without limitation, restrictions contained herein upon height, size, floor area or placement of structures or improvements or other similar restrictions, when circumstances such as topography or natural obstructions may require. Such variances shall be in writing, must be signed by at least two members of the Architectural Jury, and shall become effective upon issuance of the Architectural Jury's typed letter of approval to the Lot Owner. The Lot Owner shall be responsible for the safekeeping of the variance (it is recommended that the Lot Owner file the variance with their property deed or with the Office of the County Recorder of San Diego County). The Architectural Jury chairman shall maintain a copy of all variances and a copy shall be supplied

to all Architectural Jury members. If such variances are granted, no violation of the provisions of this Declaration shall be deemed to have occurred with respect to the special matter for which the variance was granted. Such variances shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Lot and particular provision hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting such Owner's Lot, including, but not limited to, zoning ordinances and lot setback lines or requirements imposed by the City of San Diego, California, or any other governmental authority.

The Architectural Jury shall have the authority to make variances to this Declaration based on the following criteria:

- (a) The modification is not contrary to the intent to promote the health, safety or general welfare of the neighborhood.
- (b) The modification is due to special conditions or characteristics of the Lot or its location.
- (c) A strict interpretation of this Declaration would create unusual or unnecessary hardship.
- (d) The modification would be consistent with the general purpose or intent of this Declaration.

4.10 **Other Approvals.** The application by an Owner for review and approval by the Architectural Jury of any proposals, plans or other submittals by such Owner shall in no way be deemed to be satisfaction of compliance with any applicable statute, ordinance, government rule or regulation or public utility requirement (herein collectively referred to as "additional requirements"). Provided, however, if the additional requirements are less restrictive than the provisions of this Declaration, the provisions of this Declaration shall nonetheless apply.

4.11 **Final Inspection.** Inspection of work performed by an Owner with the Architectural Jury's approval and correction of any defects therein shall proceed as follows:

4.11.1 **Jury Inspection.** The Architectural Jury may enter onto any Lot, from time to time, during the course of construction or installation of improvements or landscaping thereon for the purpose of inspection as provided in the Article of this Declaration entitled "Scope, Enforcement." If the Architectural Jury determines that such construction, and/or installation is not being done in substantial compliance with the approved plans, it shall notify the Owner of the subject Lot of such noncompliance. The Architectural Jury shall not enter onto a Lot without obtaining the prior permission of the Owner or occupant of such Lot as provided in Section 4.18; provided, however, that such prior permission shall not be unreasonably withheld.

4.11.2 **Completion Notice.** Within fifteen (15) business days after the completion of any work/project for which jury approval is required, the Owner shall give written notice of completion to the Architectural Jury.

4.11.3 **Noncompliance Notice.** Within thirty (30) days after receipt of such notification of completion, the Architectural Jury may inspect such improvement(s). If the Architectural Jury finds that such work was not done in substantial compliance with the approved plans, it shall notify the Owner in writing of such noncompliance within forty-five (45) days after receipt of the written notice of completion, specifying the particulars of noncompliance. The Owner shall promptly remedy the noncompliance within thirty (30) days from the date of such notification of noncompliance.

4.11.4 **Jury's Failure to Act.** If for any reason the Architectural Jury fails to notify the Owner of any noncompliance within forty-five (45) days after receipt of said written notice of completion from the Owner, the improvement shall be deemed to be in accordance with said approved plans.

4.12 **Interpretation.** All questions of interpretation or construction of any of the terms or provisions of this Declaration shall be resolved by the Architectural Jury, and its decision shall be final, binding and conclusive on all of the parties affected.

4.13 **No Waiver or Precedent.** The approval by the Architectural Jury of any proposals, plans, specifications, drawings, plats, for any work done or proposed or in connection with any other matter requiring the approval or consent of the Architectural Jury, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, specifications, drawings, plats, plans or any other matter subsequently or additionally submitted for approval or consent.

4.14 **Jury Compensation.** The members of the Architectural Jury shall receive no compensation for services rendered.

4.15 **Architectural Jury Liability.** Neither the Architectural Jury, nor any member thereof, nor its duly authorized representatives, shall be liable to any Owner for any loss, damage or injury arising out of or in any way connected with the performance of the Architectural Jury's duties hereunder, including, without limitation, the execution of the estoppel certificate described in Section 4.16 unless due to the willful misconduct or bad faith of the Architectural Jury. The Architectural Jury shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes. The Architectural Jury makes no guarantee that all decisions will protect views by reason of the promulgation and/or regulations of the Architectural Jury, or by any action of the Architectural Jury.

4.16 **Estoppel Certificate.** Within thirty (30) days after written demand is delivered to the Architectural Jury by an Owner, the Architectural Jury shall deliver to such Owner an estoppel certificate, executed and acknowledged by not less than two of its members, certifying with respect to any Lot of said Owner that as of the date thereof either: (i) all improvements made and other work done thereupon or within said Lot comply with this Declaration, or (ii) such improvements or work do not so comply in which event the certificate shall also identify the noncomplying improvements or work and set forth in particular the basis of such noncompliance. Any purchaser from the Owner or from anyone deriving any interest in said Lot through it, shall be entitled to

rely on said certificate with respect to the matters therein set forth, such matters being conclusive as between the Architectural Jury and all Owners and such persons deriving any interest through them.

4.17 **Architectural Jury Guidelines.** The Architectural Jury may, from time to time and at its sole discretion, adopt, amend and repeal, by unanimous vote, any rules and regulations which will be known as "Architectural Jury Procedures." These Architectural Jury Procedures shall be made available to any Owner upon request. In preparing these Architectural Jury Procedures and reviewing any plans, specifications, plats, schemes, and requests, the Architectural Jury may, among other things, consider (i) the quality of the workmanship and the materials to be used, (ii) the harmony of the external design with existing structures located on the Lots, (iii) the interference, or potential for interference with the view from, or solar access to, any Lot by reason of the height, size and/or location of the proposed structure or improvements, and (iv) compliance with this Declaration.

4.18 **Property Inspection.** The Architectural Jury has and shall have a nonexclusive easement over and across each Lot (not the dwelling) to bring any Lot into compliance with the provisions of this Declaration. Entry to any Lot shall be by 30-day written notice, except to inspect a noncompliance as provided for in Section 4.11.3, in which event only a 24-hour notice shall be required. Entry shall only be by permission as provided in Section 4.11.1. Entry shall be only between the hours of 10.00 a.m. and 4.00 p.m. on a weekday unless the Owner and the Architectural Jury both agree to a different time or day as being more agreeable.

Article 5 Annual Assessments

5.1 **Covenant of Owner.** Each Owner, by acceptance of a deed or other conveyance thereof, shall be deemed to have covenanted and agreed to pay the Association annual assessments ("Annual Assessments"), together with all additional charges, including all costs, fees, charges, and expenditures, including without limitation, interest, late charges, attorneys' fees, recording and filing fees, and all other costs actually incurred by the Association in collecting and/or enforcing payment of annual assessments, fines, and/or penalties ("Additional Charges").

5.1.1 **Association's Power to Collect.** Such deed or conveyance shall be deemed to vest in the Association the right and power to initiate all actions and procedures as the Executive Committee may deem necessary or appropriate for the collection of Annual Assessments and Additional Charges and for the enforcement of the liens hereinafter provided for.

5.1.2 **Each Assessment is a Separate Obligation.** Each of the Annual Assessments levied by the Association under this Article 5, together with all Additional Charges, shall be a separate, distinct, and personal debt and obligation of the Owner against whom it is assessed, and shall bind their heirs, devisees, personal representatives, successors, and assigns.

5.1.3 **Obligation Runs with the Land.** Such obligation to pay Annual Assessments and Additional Charges - and the right and power of the Association to initiate all actions and procedures for collection - shall run with the land, so that each successive Owner or Owners of record of any Lot shall, in turn, become liable to pay all such Annual Assessments and

Additional Charges assessed during the time they are record Owner of such Lot.

5.1.4 Owner's Liability After Transfer. After an Owner transfers fee title to their Lot, they shall not be liable for any Annual Assessments levied thereafter with respect to the Lot. But such Owner shall remain personally liable for all unpaid amounts due and owing at the time of transfer, together with Additional Charges accruing until time of collection. The seller of any Lot shall continue to be liable for all Annual Assessments and Additional Charges until a conveyance by deed of the Lot is recorded in the San Diego County Recorder's Office.

5.2 Purpose of Annual Assessments. The Annual Assessments levied by the Executive Committee shall be used exclusively to pay for the costs of management and operation of the Association; to conduct the business and affairs of the Association; and to maintain, protect, and enhance the value of all the Lots.

5.3 Authority of the Executive Committee. The Executive Committee shall have the power and the duty to levy Annual Assessments sufficient to meet the Association's obligations under this Declaration and applicable law.

5.4 Increases in Annual Assessments. Except as otherwise provided by law, the Executive Committee shall not increase the Annual Assessment for any fiscal year above the amount of the Annual Assessment for the preceding fiscal year by more than twenty percent (20%) (or such other limitation on the increase as may be imposed by law), except upon the affirmative vote of a majority of the Owners voting on any such increase in the Annual Assessment, provided that a quorum is established. For purposes of the preceding sentence, a quorum shall mean more than fifty percent (50%) of the Owners, notwithstanding any lower quorum requirement set forth in the Bylaws.

5.5 Date of Collection of Annual Assessments. The Executive Committee shall fix the amount of Annual Assessments for the next fiscal year not less than thirty (30) days before the end of the preceding fiscal year, and shall - not less than thirty (30), nor more than sixty (60) days before the Assessments are due - provide all of the Owners with written notice of (i) the amount of the next fiscal year's Annual Assessment, and (ii) the deadline to pay such Annual Assessment.

5.6 Delinquent Annual Assessments. Any installment or other portion of an Annual Assessment not paid within thirty (30) days after its due date shall be delinquent and shall be subject to a late charge of ten percent (10%) of the delinquent Annual Assessment or ten dollars (\$10), whichever is greater. Interest shall also be imposed on delinquent Annual Assessments and any and all Additional Charges - including but not limited to reasonable fees and costs of collection, and reasonable attorney's fees - at an annual rate of twelve percent (12%), commencing thirty (30) days after the Annual Assessment becomes due. The Executive Committee, on behalf of the Association, may enforce the payment of any delinquent Annual Assessment plus Additional Charges by bringing an action at law against any Owner personally obligated to pay the same.

5.7 Remedies Cumulative. The remedies provided in this Declaration for collection of delinquent Annual Assessments shall be cumulative and not exclusive; that is, the Association may use one or more of all of the available remedies to collect delinquent Annual Assessments.

Article 6 Record Keeping

6.1 The Architectural Jury chairman shall maintain records all of its decisions and determinations made pursuant to this Declaration. Each Owner (or its duly appointed representative) shall be entitled, at reasonable times and with reasonable notice, to inspect the records of the Architectural Jury, to have such records examined at said Owner's expense by an attorney representing such Owner and to make excerpts or copies of such records or portions thereof at the Owner's expense.

Article 7 Scope; Enforcement

7.1 **Scope.** The limitations, restrictions, conditions and covenants set forth in this Declaration constitute a general plan for (i) the maintenance, protection and enhancement of the value of all the Lots and (ii) the benefit of all Owners. Said limitations, restrictions, conditions and covenants are imposed on each Lot for the benefit of every other Lot and the present and future Owners thereof. Said limitations, restrictions, conditions and covenants are and shall be covenants running with the land or equitable servitudes, as the case may be.

7.2 **Disciplinary Proceedings.** The Executive Committee may impose monetary penalties against any Owner whose act or failure to act violates any provision of this Declaration. Determination of whether to impose any of the foregoing sanctions shall be within the sole discretion of the Executive Committee. No discipline shall be imposed without providing opportunity to the alleged violator with notice and a hearing before the Executive Committee. In the case of a continuing violation, such as an uncorrected architectural violation, where an Owner fails to cease or remedy a violation after notice to do so, the Executive Committee may deem such a continuing violation and may impose separate and successive monetary penalties for each such violation without holding further hearings. Any monetary penalty imposed under this Section 7.2 shall not exceed the amount for each violation, as set forth in the schedule of monetary penalties adopted annually by the Association. The Association may enforce and collect monetary penalties in any manner permitted by law.

7.3 **Alternative Dispute Resolution Procedure.** Prior to the commencement of a civil action to enforce this Declaration, the party initiating the case shall comply with Civil Code Section 5930 by serving a Request for Resolution on the other party in accordance with the statute.

7.4 **Litigation.** The Association, Architectural Jury or any Member shall have the right to enforce by proceedings at law or in equity, all restrictions, conditions, covenants, rules and regulations, reservations, 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 and the right to recover damages for such violation. In any action to enforce the governing documents, the prevailing party shall be entitled to an award of reasonable attorney fees and court costs.

7.5 **Nuisance.** The result of, or condition caused by, a violation of any of said limitations, restrictions, conditions or covenants is and shall be a nuisance, and every remedy in

law or equity now or hereafter available against a public or private nuisance may be exercised by any Enforcing Person.

7.6 **Liability.** The failure of any Enforcing Person to enforce any of said limitations, restrictions, conditions or covenants shall not constitute a waiver of the right to enforce the same thereafter. No liability shall be imposed on or incurred by any Enforcing Person as a result of such failure.

7.7 **Costs.** The prevailing party in any action at law or in equity instituted by an Enforcing Person(s) to enforce or interpret the limitations, restrictions, conditions or covenants contained herein shall be entitled to all costs incurred in connection therewith, including, but not limited to, court costs and reasonable attorney and legal fees.

Article 8 Notification Upon Sale

8.1 **Notification Upon Sale of Lot.** Within thirty (30) days after the consummation of any sale or other transaction resulting in a change in the record ownership of the fee interest in a Lot, the transferring Owner shall provide the following information to the Association in writing: (i) the names of the new record Owners; (ii) the street address of the Lot transferred; (iii) the forwarding or current mailing address of the transferring Owner; (iv) the date of transfer; and (v) a copy of the official document evidencing the transfer or sale. Until such time as the Association receives the notice required by this Section 8.1, the new record Owners shall be deemed to have received any notice or other communication required or permitted to be given by the Association hereunder which is duly given to the transferring Owner.

Article 9 Rights of Mortgagees

9.1 **Right to Encumber.** Any Owner may voluntarily or involuntarily encumber his Lot with or by a real property mortgage, deed of trust or other instrument of hypothecation.

9.2 **Mortgage Lien Protection.** A breach of any of the foregoing limitations, restrictions, conditions or covenants shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to a Lot or any undivided interest therein; provided, however, such limitations, restrictions, conditions and covenants shall be binding upon and effective against any person whose title to said Lot is acquired by foreclosure, trustee's sale or otherwise.

9.3 **Article Conflicts.** In the event there shall be any express or implied conflict between any provision of this article and any other provision of this Declaration, the provisions of this article shall govern and prevail.

Article 10 Amendment

10.1 **Majority of Owners.** This Declaration may be amended or extended by written instrument (or counterparts thereof) (i) signed by the Owners (signature(s) as legally registered) of a majority of the Lots and (ii) filed for record in the Office of the County Recorder of San Diego County, California.

10.2 **Effective Date.** Each such amendment to this Declaration shall become effective only upon being filed for record as hereinabove provided and shall, from and after its effective date, be as effective as this Declaration as to all (i) the Lots and (ii) the Owners (as of the effective date) and their successors in interest.

Article 11 General Provisions

11.1 **Notification.** Notices required by this Declaration, or desired, to be given shall be conclusively deemed served (i) if personally served, at the time of such service, and (ii) if mailed, 72 hours after deposit thereof in the United States mail by certified letter, postage prepaid, addressed to the person(s) to whom such notice is to be given at the last known address of such person(s).

11.2 **Severability of Remaining Portions.** In the event any limitations, restrictions, conditions, covenants or provisions contained in this Declaration is to be held invalid, void or unenforceable by any court of competent jurisdiction, the remaining portions of this Declaration shall, nevertheless, be and remain in full force and effect.

11.3 **Captions.** Captions in this Declaration are inserted for convenience of reference only and do not define, describe or limit the scope or intent of this Declaration or any of the terms hereof.

11.4 **Favorable Construction.** This Declaration and every provision hereof shall be construed to facilitate the architectural controls and implementation thereof, all as herein set forth.

11.5 **Gender.** Use of a term of either gender shall mean either or both genders as applicable.

11.6 **Term.** The covenants and conditions of this Declaration shall run with and bind the Lots and enure to the benefit and shall be enforceable as set forth herein for a period of thirty (30) years from August 23, 2010 – the date the 2010 Restated Declaration was recorded – after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by a majority of the then-owners, has been recorded within the year preceding the beginning of each successive period of ten (10) years agreeing to terminate these covenants and restrictions.

Article 12 Confirmation

See Exhibit A

12.1 This 2019 Restated Declaration is executed by the following Owners as certified and confirmed by the person identified in Section 12.2 below, who obtained the signatures:

<u>Eileen Hyatt</u> (Please print name)	<u>[Signature]</u> (Signature)	<u>23 July 2019</u> (Date)	<u>6</u> (Lot No.)
<u>JACK LIEF</u> (Please print name)	<u>[Signature]</u> (Signature)	<u>25 July 2019</u> (Date)	<u>16</u> (Lot No.)

<u>Susan E. Pierre</u> (Please print name)	<u>Susan E. Pierre</u> (Signature)	<u>7/25/19</u> (Date)	<u>74</u> (Lot No.)
<u>Irene M. Rosenthal Trustee</u> (Please print name)	<u>Irene M. Rosenthal, Trustee</u> (Signature)	<u>7/26/2019</u> (Date)	<u>90</u> (Lot No.)
<u>PATRICK O'NEIL</u> (Please print name)	<u>[Signature]</u> (Signature)	<u>8/3/19</u> (Date)	<u>6</u> (Lot No.)
<u>WENDY ROOS</u> (Please print name)	<u>Wendy Roos</u> (Signature)	<u>8/3/19</u> (Date)	<u>89</u> (Lot No.)
<u>William Fox</u> (Please print name)	<u>[Signature]</u> (Signature)	<u>8/3/19</u> (Date)	<u>91</u> (Lot No.)
<u>Per Bartholm</u> (Please print name)	<u>Per Bartholm</u> (Signature)	<u>8/3/19</u> (Date)	<u>82</u> (Lot No.)
<u>Paul Cameron</u> (Please print name)	<u>Paul Ca</u> (Signature)	<u>8/11/19</u> (Date)	<u>30</u> (Lot No.)
<u>Wilfried Prewé</u> (Please print name)	<u>[Signature]</u> (Signature)	<u>8/14/2019</u> (Date)	<u>30</u> (Lot No.)
<u>Julie Menas</u> (Please print name)	<u>Julie Menas</u> (Signature)	<u>8-16-19</u> (Date)	<u>31</u> (Lot No.)
<u>Jean F. Swancy</u> (Please print name)	<u>Jean F. Swancy</u> (Signature)	<u>8-16-19</u> (Date)	<u>2</u> (Lot No.)
<u>Brandon Jones</u> (Please print name)	<u>[Signature]</u> (Signature)	<u>8-16-19</u> (Date)	<u>1</u> (Lot No.)
<u>DAVID LEID</u> (Please print name)	<u>[Signature]</u> (Signature)	<u>8-16-19</u> (Date)	<u>85</u> (Lot No.)
<u>Jessica Goff</u> (Please print name)	<u>[Signature]</u> (Signature)	<u>9/1/2019</u> (Date)	<u>49</u> (Lot No.)
<u>ANDREW MALK</u> (Please print name)	<u>[Signature]</u> (Signature)	<u>9/9/2019</u> (Date)	<u>8</u> (Lot No.)
<u>/</u> (Please print name)	<u>/</u> (Signature)	<u>/</u> (Date)	<u>/</u> (Lot No.)

12.2 The undersigned person hereby certifies and confirms that each signature in Section 12.1 above is genuine and was signed in their presence.

MICHAEL T. COURIS [Signature] 9/11/19
(Name of Person Who (Signature) (Date)
Witnessed Signatures)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truth, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS.

On SEPTEMBER 11, 2019, before me, FRED MAJORS, Notary Public,

personally appeared MICHAEL T. COURIS, 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.

Signature: [Signature] (Seal)



12.2 The undersigned person hereby certifies and confirms that each signature in Section 12.1 above is genuine and was signed in their presence.

Michael Coursis
(Name of Person Who
Witnessed Signatures)

[Signature]
(Signature)

10/1/19
(Date)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truth, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS.

On Oct 1, 2019, before me, Nimisha J Amin, Notary Public,

personally appeared Michael Coursis (name of subscribing witness), proved to me to be the person whose name is subscribed to the within instrument, as a witness thereto, on the oath of

Kathleen Main (name of credible witness), a credible witness who is known to me and provided a satisfactory identifying document. Michael Coursis (name of subscribing witness),

being by me duly sworn, said that he/she was present and saw Eileen Hyslop; Jack Lief; Susan E Pierce; Irene M. Rosenthal; Patrick O'Neil; Wendy Roos; William Fox; Per Burholm; Paul Cameron; Wilfried Prew; Julie Menas; Jean F. Sweeney; Brandon Spann; David Leib; Jessica Goff; Andrew Malk

(name[s] of principal[s]), the same person(s) described in and whose name(s) is/are subscribed to the within or attached instrument in his/her/their authorized capacity(ies) as (a) party(ies) thereto, execute or acknowledge executing the same, and that said affiant subscribed his/her name to the within or attached instrument as a witness at the request of Eileen Hyslop; Jack Lief; Susan E Pierce; Irene M Rosenthal; Patrick O'Neil; Wendy Roos; William Fox; Per Burholm; Paul Cameron; Wilfried Prew; Julie Menas; Jean F. Sweeney; Brandon Spann; David Leib; Jessica Goff; Andrew Malk

(name[s] of principals).

WITNESS my hand and official seal.

Signature: Nimisha J Amin (Seal)

La Jolla Mesa Vista - 2019 Restatement of DC&Rs



10.2 **Effective Date.** Each such amendment to this Declaration shall become effective only upon being filed for record as hereinabove provided and shall, from and after its effective date, be as effective as this Declaration as to all (i) the Lots and (ii) the Owners (as of the effective date) and their successors in interest.

Article 11 General Provisions

11.1 **Notification.** Notices required by this Declaration, or desired, to be given shall be conclusively deemed served (i) if personally served, at the time of such service, and (ii) if mailed, 72 hours after deposit thereof in the United States mail by certified letter, postage prepaid, addressed to the person(s) to whom such notice is to be given at the last known address of such person(s).

11.2 **Severability of Remaining Portions.** In the event any limitations, restrictions, conditions, covenants or provisions contained in this Declaration is to be held invalid, void or unenforceable by any court of competent jurisdiction, the remaining portions of this Declaration shall, nevertheless, be and remain in full force and effect.

11.3 **Captions.** Captions in this Declaration are inserted for convenience of reference only and do not define, describe or limit the scope or intent of this Declaration or any of the terms hereof.

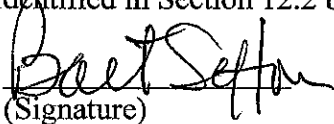
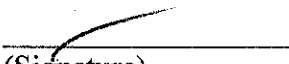
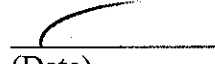
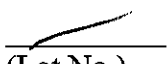
11.4 **Favorable Construction.** This Declaration and every provision hereof shall be construed to facilitate the architectural controls and implementation thereof, all as herein set forth.

11.5 **Gender.** Use of a term of either gender shall mean either or both genders as applicable.

11.6 **Term.** The covenants and conditions of this Declaration shall run with and bind the Lots and enure to the benefit and shall be enforceable as set forth herein for a period of thirty (30) years from August 23, 2010 – the date the 2010 Restated Declaration was recorded – after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by a majority of the then-owners, has been recorded within the year preceding the beginning of each successive period of ten (10) years agreeing to terminate these covenants and restrictions.

Article 12 Confirmation

12.1 This 2019 Restated Declaration is executed by the following Owners as certified and confirmed by the person identified in Section 12.2 below, who obtained the signatures:

BART SEFTON		9/7/19	18
(Please print name)	(Signature)	(Date)	(Lot No.)
			
(Please print name)	(Signature)	(Date)	(Lot No.)

<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>
<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>
<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>
<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>
<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>
<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>
<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>
<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>
<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>
<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>
<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>
<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>
<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>
<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>
<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>

W

12.2 The undersigned person hereby certifies and confirms that each signature in Section 12.1 above is genuine and was signed in their presence.

William W. Fox, Jr. [Signature] 9-7-19
(Name of Person Who (Signature) (Date)
Witnessed Signatures)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truth, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS.

On 09/07/, 2019, before me, Emily Ann Self, Notary Public,

personally appeared William W. Fox, 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.

Signature: [Signature] (Seal)



[Signature]

12.2 The undersigned person hereby certifies and confirms that each signature in Section 12.1 above is genuine and was signed in their presence.

William W. Fox Jr.
(Name of Person Who
Witnessed Signatures)

[Signature]
(Signature)

10-3-19
(Date)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truth, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS.

On Oct 3, 2019, before me, Nimisha J Amin Notary Public,

personally appeared William W. Fox Jr (name of subscribing witness), proved to me to be the person whose name is subscribed to the within instrument, as a witness thereto, on the oath of

Eileen Raymundo Hyslop (name of credible witness), a credible witness who is known to me and provided a satisfactory identifying document. William W. Fox Jr (name of subscribing witness), being by me duly sworn, said that he/she was present and saw

William W. Fox Jr.
Bart Sefton

(name[s] of principal[s]), the same person(s) described in and whose name(s) is/are subscribed to the within or attached instrument in his/her/their authorized capacity(ies) as (a) party(ies) thereto, execute or acknowledge executing the same, and that said affiant subscribed his/her name to the within or attached instrument as a witness at the request of

William W. Fox, Jr.
Bart Sefton

(name[s] of principals).

WITNESS my hand and official seal.

Signature: Nimisha J Amin (Seal)

La Jolla Mesa Vista – 2019 Restatement of DC&Rs



10.2 **Effective Date.** Each such amendment to this Declaration shall become effective only upon being filed for record as hereinabove provided and shall, from and after its effective date, be as effective as this Declaration as to all (i) the Lots and (ii) the Owners (as of the effective date) and their successors in interest.

Article 11 General Provisions

11.1 **Notification.** Notices required by this Declaration, or desired, to be given shall be conclusively deemed served (i) if personally served, at the time of such service, and (ii) if mailed, 72 hours after deposit thereof in the United States mail by certified letter, postage prepaid, addressed to the person(s) to whom such notice is to be given at the last known address of such person(s).

11.2 **Severability of Remaining Portions.** In the event any limitations, restrictions, conditions, covenants or provisions contained in this Declaration is to be held invalid, void or unenforceable by any court of competent jurisdiction, the remaining portions of this Declaration shall, nevertheless, be and remain in full force and effect.

11.3 **Captions.** Captions in this Declaration are inserted for convenience of reference only and do not define, describe or limit the scope or intent of this Declaration or any of the terms hereof.

11.4 **Favorable Construction.** This Declaration and every provision hereof shall be construed to facilitate the architectural controls and implementation thereof, all as herein set forth.

11.5 **Gender.** Use of a term of either gender shall mean either or both genders as applicable.

11.6 **Term.** The covenants and conditions of this Declaration shall run with and bind the Lots and enure to the benefit and shall be enforceable as set forth herein for a period of thirty (30) years from August 23, 2010 – the date the 2010 Restated Declaration was recorded – after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by a majority of the then-owners, has been recorded within the year preceding the beginning of each successive period of ten (10) years agreeing to terminate these covenants and restrictions.

Article 12 Confirmation

12.1 This 2019 Restated Declaration is executed by the following Owners as certified and confirmed by the person identified in Section 12.2 below, who obtained the signatures:

(Please print name)

(Signature)

(Date)

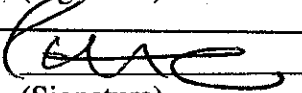
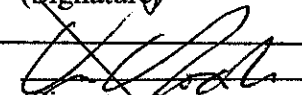
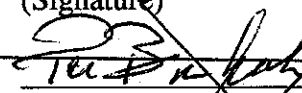
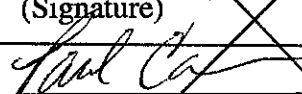
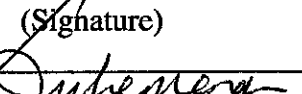
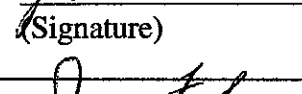
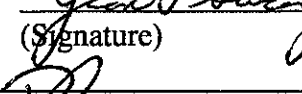
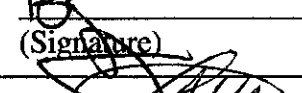
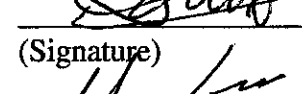
(Lot No.)

(Please print name)

(Signature)

(Date)

(Lot No.)

Susan E. Pierre	Susan E. Pierre	7/25/19	
(Please print name)	(Signature)	(Date)	(Lot No.)
Irene M. Rosenthal Trustee	Irene M. Rosenthal, Trustee	7/26/2019	
(Please print name)	(Signature)	(Date)	(Lot No.)
Patrice O'Neil		8/3/19	
(Please print name)	(Signature)	(Date)	(Lot No.)
Wendy Roos	Wendy Roos	8/3/19	
(Please print name)	(Signature)	(Date)	(Lot No.)
William Fox		8/3/19	
(Please print name)	(Signature)	(Date)	(Lot No.)
Per Bartholm		8/3/19	
(Please print name)	(Signature)	(Date)	(Lot No.)
Paul Cameron		8/11/19	30
(Please print name)	(Signature)	(Date)	(Lot No.)
Wilfried Provo		8/14/2019	
(Please print name)	(Signature)	(Date)	(Lot No.)
Julie Menas		8-16-19	
(Please print name)	(Signature)	(Date)	(Lot No.)
Jean F. Sweeney		8-16-19	
(Please print name)	(Signature)	(Date)	(Lot No.)
Brenda Jones		8-16-19	
(Please print name)	(Signature)	(Date)	(Lot No.)
DAVID LEIB		8-16-19	
(Please print name)	(Signature)	(Date)	(Lot No.)
M. Ammal		8/25/19	86
(Please print name)	(Signature)	(Date)	(Lot No.)
(Please print name)	(Signature)	(Date)	(Lot No.)
(Please print name)	(Signature)	(Date)	(Lot No.)

12.2 The undersigned person hereby certifies and confirms that each signature in Section 12.1 above is genuine and was signed in their presence.

Eileen Ramundo Hyslop Eileen Ramundo Hyslop 02 Sept. 2019
(Name of Person Who (Signature) (Date)
Witnessed Signatures)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truth, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS.

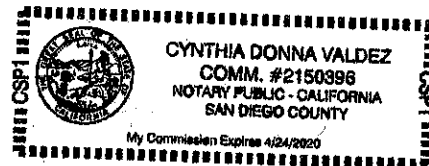
On 09/03, 2019, before me, Cynthia D. Valdez, Notary Public,

personally appeared Eileen Ramundo Hyslop, 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.

Signature: C. Valdez (Seal)



12.2 The undersigned person hereby certifies and confirms that each signature in Section 12.1 above is genuine and was signed in their presence.

Eileen Raymundo Hyslop (Name of Person Who Witnessed Signatures) [Signature] (Signature) 01 Oct. 2019 (Date)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truth, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS.

On Oct 1, 2019, before me, Nimisha J Amin, Notary Public,
personally appeared Eileen Raymundo Hyslop (name of subscribing witness), proved to me to be the
person whose name is subscribed to the within instrument, as a witness thereto, on the oath of
Kathleen Main (name of credible witness), a credible witness who is known to me and
provided a satisfactory identifying document. _____ (name of subscribing witness),
being by me duly sworn, said that he/she was present and saw Mohammed Sammak;

Eileen Raymundo Hyslop

(name[s] of principal[s]), the same person(s) described in and whose name(s) is/are subscribed to the within or
attached instrument in his/her/their authorized capacity(ies) as (a) party(ies) thereto, execute or acknowledge
executing the same, and that said affiant subscribed his/her name to the within or attached instrument as a witness at
the request of Mohammed Sammak; Eileen Raymundo

Hyslop

(name[s] of principals).

WITNESS my hand and official seal.

Signature: Nimisha J Amin (Seal)



10.2 **Effective Date.** Each such amendment to this Declaration shall become effective only upon being filed for record as hereinabove provided and shall, from and after its effective date, be as effective as this Declaration as to all (i) the Lots and (ii) the Owners (as of the effective date) and their successors in interest.

Article 11 General Provisions

11.1 **Notification.** Notices required by this Declaration, or desired, to be given shall be conclusively deemed served (i) if personally served, at the time of such service, and (ii) if mailed, 72 hours after deposit thereof in the United States mail by certified letter, postage prepaid, addressed to the person(s) to whom such notice is to be given at the last known address of such person(s).

11.2 **Severability of Remaining Portions.** In the event any limitations, restrictions, conditions, covenants or provisions contained in this Declaration is to be held invalid, void or unenforceable by any court of competent jurisdiction, the remaining portions of this Declaration shall, nevertheless, be and remain in full force and effect.

11.3 **Captions.** Captions in this Declaration are inserted for convenience of reference only and do not define, describe or limit the scope or intent of this Declaration or any of the terms hereof.

11.4 **Favorable Construction.** This Declaration and every provision hereof shall be construed to facilitate the architectural controls and implementation thereof, all as herein set forth.

11.5 **Gender.** Use of a term of either gender shall mean either or both genders as applicable.

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Article 12 Confirmation

12.1 This 2019 Restated Declaration is executed by the following Owners as certified and confirmed by the person identified in Section 12.2 below, who obtained the signatures:

_____ (Please print name)	_____ (Signature)	_____ (Date)	_____ (Lot No.)
_____ (Please print name)	_____ (Signature)	_____ (Date)	_____ (Lot No.)

PETER CURTIN
(Please print name)

Peter Curtin
(Signature)

08/31/2019
(Date)

1
(Lot No.)

(Please print name)

(Signature)

(Date)

(Lot No.)

(Please print name)

(Signature)

(Date)

(Lot No.)

(Please print name)

(Signature)

(Date)

(Lot No.)

(Please print name)

(Signature)

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(Date)

(Lot No.)

(Please print name)

(Signature)

(Date)

(Lot No.)

(Please print name)

(Signature)

(Date)

(Lot No.)

12.2 The undersigned person hereby certifies and confirms that each signature in Section 12.1 above is genuine and was signed in their presence.

Eileen Raymundo Hyslop [Signature] 03 Sept. 2019
(Name of Person Who Witnessed Signatures) (Signature) (Date)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truth, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS.

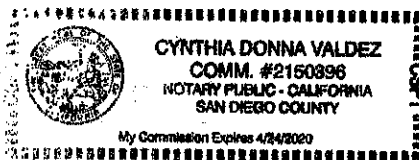
On Sept 3rd, 2019, before me, Cynthia D. Valdez, Notary Public,

personally appeared Eileen Raymundo Hyslop, 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.

Signature: [Signature] (Seal)



12.2 The undersigned person hereby certifies and confirms that each signature in Section 12.1 above is genuine and was signed in their presence.

Eileen Raymundo Hyslop [Signature] 01 Oct. 2019
(Name of Person Who Witnessed Signatures) (Signature) (Date)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truth, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS.

On oct 1, 2019, before me, Nimisha J Amin, Notary Public,
personally appeared Eileen Raymundo Hyslop (name of subscribing witness), proved to me to be the
person whose name is subscribed to the within instrument, as a witness thereto, on the oath of
Kathleen Main (name of credible witness), a credible witness who is known to me and
provided a satisfactory identifying document. Eileen Raymundo Hyslop (name of subscribing witness),
being by me duly sworn, said that he/she was present and saw Peter Curtin;

(name[s] of principal[s]), the same person(s) described in and whose name(s) is/are subscribed to the within or
attached instrument in his/her/their authorized capacity(ies) as (a) party(ies) thereto, execute or acknowledge
executing the same, and that said affiant subscribed his/her name to the within or attached instrument as a witness at
the request of Peter Curtin; Eileen Raymundo Hyslop

(name[s] of principals).

WITNESS my hand and official seal.

Signature: Nimisha J Amin (Seal)

La Jolla Mesa Vista – 2019 Restatement of DC&Rs



10.2 **Effective Date.** Each such amendment to this Declaration shall become effective only upon being filed for record as hereinabove provided and shall, from and after its effective date, be as effective as this Declaration as to all (i) the Lots and (ii) the Owners (as of the effective date) and their successors in interest.

Article 11 General Provisions

11.1 **Notification.** Notices required by this Declaration, or desired, to be given shall be conclusively deemed served (i) if personally served, at the time of such service, and (ii) if mailed, 72 hours after deposit thereof in the United States mail by certified letter, postage prepaid, addressed to the person(s) to whom such notice is to be given at the last known address of such person(s).

11.2 **Severability of Remaining Portions.** In the event any limitations, restrictions, conditions, covenants or provisions contained in this Declaration is to be held invalid, void or unenforceable by any court of competent jurisdiction, the remaining portions of this Declaration shall, nevertheless, be and remain in full force and effect.

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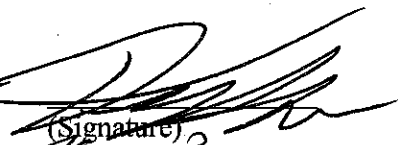
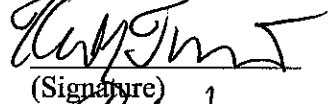
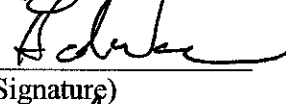
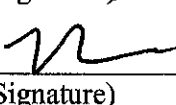
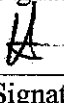
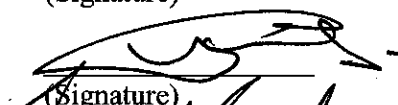
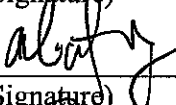
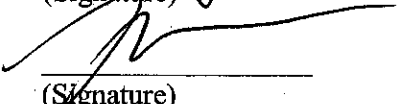
11.6 **Term.** The covenants and conditions of this Declaration shall run with and bind the Lots and enure to the benefit and shall be enforceable as set forth herein for a period of thirty (30) years from August 23, 2010 – the date the 2010 Restated Declaration was recorded – after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by a majority of the then-owners, has been recorded within the year preceding the beginning of each successive period of ten (10) years agreeing to terminate these covenants and restrictions.

Article 12 Confirmation

12.1 This 2019 Restated Declaration is executed by the following Owners as certified and confirmed by the person identified in Section 12.2 below, who obtained the signatures:

<u>MICHAEL COURIS</u> (Please print name)	<u>[Signature]</u> (Signature)	<u>7/25/19</u> (Date)	<u>47</u> (Lot No.)
<u>Thomas [Signature]</u> (Please print name)	<u>[Signature]</u> (Signature)	<u>7/25/19</u> (Date)	<u>51</u> (Lot No.)

<u>C. LARRY DAVIS</u> (Please print name)	<u>[Signature]</u> (Signature)	<u>8/14/19</u> (Date)	<u>3</u> (Lot No.)
<u>Rich Cardenas</u> (Please print name)	<u>[Signature]</u> (Signature)	<u>8/14/19</u> (Date)	<u>45</u> (Lot No.)
<u>Brian [Signature]</u> (Please print name)	<u>Brian Hale</u> (Signature)	<u>8-14-19</u> (Date)	<u>40</u> (Lot No.)
<u>DANN RAICHEL</u> (Please print name)	<u>[Signature]</u> (Signature)	<u>8/16/19</u> (Date)	<u>10</u> (Lot No.)
<u>WISA SCHULZ</u> (Please print name)	<u>[Signature]</u> (Signature)	<u>8.16.2019</u> (Date)	<u>66</u> (Lot No.)
<u>Wei Zeng</u> (Please print name)	<u>[Signature]</u> (Signature)	<u>8-17-19</u> (Date)	<u>77</u> (Lot No.)
<u>Zou He</u> (Please print name)	<u>[Signature]</u> (Signature)	<u>8-17-19</u> (Date)	<u>7</u> (Lot No.)
<u>ALFRED ZETTNER</u> (Please print name)	<u>[Signature]</u> (Signature)	<u>8-19-19</u> (Date)	<u>64</u> (Lot No.)
<u>MIKE SOLTAN</u> (Please print name)	<u>[Signature]</u> (Signature)	<u>8/19/19</u> (Date)	<u>45</u> (Lot No.)
<u>Angela Lucin</u> (Please print name)	<u>[Signature]</u> (Signature)	<u>8/19/19</u> (Date)	<u>13</u> (Lot No.)
<u>Zaki Elmaghrabi</u> (Please print name)	<u>[Signature]</u> (Signature)	<u>8/19/19</u> (Date)	<u>15</u> (Lot No.)
<u>HUBERT VOGELSINGER</u> (Please print name)	<u>[Signature]</u> (Signature)	<u>8/20/19</u> (Date)	<u>21</u> (Lot No.)
<u>Robert Robella</u> (Please print name)	<u>[Signature]</u> (Signature)	<u>8-21-19</u> (Date)	<u>22</u> (Lot No.)
<u>THOMAS NALLY</u> (Please print name)	<u>[Signature]</u> (Signature)	<u>8/21/19</u> (Date)	<u>50</u> (Lot No.)
<u>Archer W. Sagan</u> (Please print name)	<u>[Signature]</u> (Signature)	<u>8/21/19</u> (Date)	<u>3</u> (Lot No.)

Dennis J. K...		8/22/19	23
(Please print name)	(Signature)	(Date)	(Lot No.)
Kathy Tinoo		8/22/19	19
(Please print name)	(Signature)	(Date)	(Lot No.)
Harold WALKERMAN		8-22-19	5
(Please print name)	(Signature)	(Date)	(Lot No.)
McH Eny		8-22-19	28
(Please print name)	(Signature)	(Date)	(Lot No.)
NICK MAGLIO		8-22-19	46
(Please print name)	(Signature)	(Date)	(Lot No.)
AMMR		8/21/19	86
(Please print name)	(Signature)	(Date)	(Lot No.)
MARCO C...		8/23/19	15
(Please print name)	(Signature)	(Date)	(Lot No.)
GALLAGHER		8/24/19	48
(Please print name)	(Signature)	(Date)	(Lot No.)
Alice Feng		8/24/19	7
(Please print name)	(Signature)	(Date)	(Lot No.)
Robb M...		8/25/19	52
(Please print name)	(Signature)	(Date)	(Lot No.)
_____ (Please print name)	_____ (Signature)	_____ (Date)	_____ (Lot No.)
_____ (Please print name)	_____ (Signature)	_____ (Date)	_____ (Lot No.)
_____ (Please print name)	_____ (Signature)	_____ (Date)	_____ (Lot No.)
_____ (Please print name)	_____ (Signature)	_____ (Date)	_____ (Lot No.)
_____ (Please print name)	_____ (Signature)	_____ (Date)	_____ (Lot No.)

12.2 The undersigned person hereby certifies and confirms that each signature in Section 12.1 above is genuine and was signed in their presence.

Eileen Raymundo Hyslop [Signature] 26 Aug. 2019
(Name of Person Who Witnessed Signatures) (Signature) (Date)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truth, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS.

On August 26, 2019, before me, Jazmin Becerra, Notary Public,

personally appeared Eileen Raymundo Hyslop, 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.

Signature: [Signature] (Seal)



12.2 The undersigned person hereby certifies and confirms that each signature in Section 12.1 above is genuine and was signed in their presence.

Eileen Raymundo Hyslop (Name of Person Who Witnessed Signatures)
[Signature] (Signature)
01 Oct. 2019 (Date)

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STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS.

On Oct 1, 2019, before me, Nimisha J Amin, Notary Public,

personally appeared Eileen Raymundo Hyslop (name of subscribing witness), proved to me to be the person whose name is subscribed to the within instrument, as a witness thereto, on the oath of

Kathleen Main (name of credible witness), a credible witness who is known to me and

provided a satisfactory identifying document. Eileen Raymundo Hyslop (name of subscribing witness),

being by me duly sworn, said that he/she was present and saw Michael Canis; Thomas Jackson;

C. Larry Davis; Rich Cardenas; Brennan Hope; Dina Raschel; Luisa

Schultz; Wei Zeng; Zou Hui (Hua Hua Wu); Alfred Zettner;

Mike Saltan; Angela Arcini; Zaki Elmaghraby; Hubert

Vogelsinger; Robert Robella; Thomas Nally; Archer Sagman;

Duane Knize; Kathy Tinoco; Harold Wasserman; Matt Emery;

Nick Maglio; Amir Novin; Marco Levy; Thomas Gallagher;

Alice Feng; Robb Mueller; Eileen Raymundo Hyslop

(name[s] of principal[s]), the same person(s) described in and whose name(s) is/are subscribed to the within or attached instrument in his/her/their authorized capacity(ies) as (a) party(ies) thereto, execute or acknowledge

executing the same, and that said affiant subscribed his/her name to the within or attached instrument as a witness at

the request of Mike Canis; Thomas Jackson; C. Larry Davis;

Rich Cardenas; Brennan Hope; Dina Raschel; Luisa

Schultz; Wei Zeng; Zou Hui (Hua Hua Wu); Alfred

Zettner; Mike Saltan; Angela Arcini; Zaki

Elmaghraby; Hubert (Vogelsinger); Robert

Robella; Thomas Nally; Archer Sagman;

Duane Knize; Kathy Tinoco; Harold Wasserman;

Matt Emery; Nick Maglio; Amir Novin; (name[s] of principals).

WITNESS my hand and official seal. Robb Mueller; Eileen Raymundo Hyslop

Signature: Nimisha J Amin (Seal)



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Article 11 General Provisions

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11.2 **Severability of Remaining Portions.** In the event any limitations, restrictions, conditions, covenants or provisions contained in this Declaration is to be held invalid, void or unenforceable by any court of competent jurisdiction, the remaining portions of this Declaration shall, nevertheless, be and remain in full force and effect.

11.3 **Captions.** Captions in this Declaration are inserted for convenience of reference only and do not define, describe or limit the scope or intent of this Declaration or any of the terms hereof.

11.4 **Favorable Construction.** This Declaration and every provision hereof shall be construed to facilitate the architectural controls and implementation thereof, all as herein set forth.

11.5 **Gender.** Use of a term of either gender shall mean either or both genders as applicable.

11.6 **Term.** The covenants and conditions of this Declaration shall run with and bind the Lots and enure to the benefit and shall be enforceable as set forth herein for a period of thirty (30) years from August 23, 2010 – the date the 2010 Restated Declaration was recorded – after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by a majority of the then-owners, has been recorded within the year preceding the beginning of each successive period of ten (10) years agreeing to terminate these covenants and restrictions.

Article 12 Confirmation

12.1 This 2019 Restated Declaration is executed by the following Owners as certified and confirmed by the person identified in Section 12.2 below, who obtained the signatures:

<u>Betty Vorhies</u> (Please print name)	<u>Betty Vorhies</u> (Signature)	<u>8.11.19</u> (Date)	<u>44</u> (Lot No.)
<u> </u> (Please print name)	<u> </u> (Signature)	<u> </u> (Date)	<u> </u> (Lot No.)

JEANNE WILSON
(Please print name)

Jeanne Wilson
(Signature)

7/26/2019
(Date)

43
(Lot No.)

CHRIS MITZMAN
(Please print name)

Chris Mitzman
(Signature)

8/10/19
(Date)

23
(Lot No.)

ANH ZVINAKIS
(Please print name)

Anh 2
(Signature)

8/2/2019
(Date)

27
(Lot No.)

GRANT SENYEI
(Please print name)

Grant Senyei
(Signature)

7/26/19
(Date)

9
(Lot No.)

PREETHULA ADYANTHAMA
(Please print name)

Preethula Adyanthama
(Signature)

8/20/19
(Date)

22
(Lot No.)

(Please print name)

(Signature)

(Date)

(Lot No.)

(Please print name)

(Signature)

(Date)

(Lot No.)

(Please print name)

(Signature)

(Date)

(Lot No.)

(Please print name)

(Signature)

(Date)

(Lot No.)

(Please print name)

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(Lot No.)

(Please print name)

(Signature)

(Date)

(Lot No.)

(Please print name)

(Signature)

(Date)

(Lot No.)

(Please print name)

(Signature)

(Date)

(Lot No.)

12.2 The undersigned person hereby certifies and confirms that each signature in Section 12.1 above is genuine and was signed in their presence.

Betty Vorhies Betty Vorhies 8.24.19
(Name of Person Who (Signature) (Date)
Witnessed Signatures)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truth, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS.

On August 24, 2019, before me, Nimisha J Amin, Notary Public,

personally appeared Betty Vorhies, 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.

Signatures Nimisha J Amin (Seal)



12.2 The undersigned person hereby certifies and confirms that each signature in Section 12.1 above is genuine and was signed in their presence.

Betty Vorhies Betty Vorhies 10.1.19
(Name of Person Who (Signature) (Date)
Witnessed Signatures)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truth, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS.

On Oct 1, 2019, before me, Nimisha J Amin, Notary Public,

personally appeared Betty Vorhies (name of subscribing witness), proved to me to be the person whose name is subscribed to the within instrument, as a witness thereto, on the oath of

Kathleen Marie Main (name of credible witness), a credible witness who is known to me and provided a satisfactory identifying document. Betty Vorhies (name of subscribing witness), being by me duly sworn, said that he/she was present and saw

Jeanne Wilson

Chas Mittman

Anh ZVINAKIS

Grant Sengues

Prarthika Aodyanthaya

Betty Vorhies

(name[s] of principal[s]), the same person(s) described in and whose name(s) is/are subscribed to the within or attached instrument in his/her/their authorized capacity(ies) as (a) party(ies) thereto, execute or acknowledge executing the same, and that said affiant subscribed his/her name to the within or attached instrument as a witness at the request of Jeanne Wilson

Chas Mittman

Anh Zvinakis

Prarthika Aodyanthaya

Betty Vorhies

(name[s] of principals).

WITNESS my hand and official seal.

Signature: Nimisha J Amin (Seal)

La Jolla Mesa Vista - 2019 Restatement of DC&Rs



10.2 **Effective Date.** Each such amendment to this Declaration shall become effective only upon being filed for record as hereinabove provided and shall, from and after its effective date, be as effective as this Declaration as to all (i) the Lots and (ii) the Owners (as of the effective date) and their successors in interest.

Article 11 General Provisions

11.1 **Notification.** Notices required by this Declaration, or desired, to be given shall be conclusively deemed served (i) if personally served, at the time of such service, and (ii) if mailed, 72 hours after deposit thereof in the United States mail by certified letter, postage prepaid, addressed to the person(s) to whom such notice is to be given at the last known address of such person(s).

11.2 **Severability of Remaining Portions.** In the event any limitations, restrictions, conditions, covenants or provisions contained in this Declaration is to be held invalid, void or unenforceable by any court of competent jurisdiction, the remaining portions of this Declaration shall, nevertheless, be and remain in full force and effect.

11.3 **Captions.** Captions in this Declaration are inserted for convenience of reference only and do not define, describe or limit the scope or intent of this Declaration or any of the terms hereof.

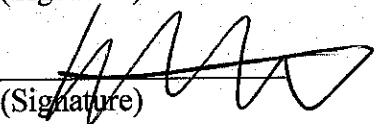
11.4 **Favorable Construction.** This Declaration and every provision hereof shall be construed to facilitate the architectural controls and implementation thereof, all as herein set forth.

11.5 **Gender.** Use of a term of either gender shall mean either or both genders as applicable.

11.6 **Term.** The covenants and conditions of this Declaration shall run with and bind the Lots and enure to the benefit and shall be enforceable as set forth herein for a period of thirty (30) years from August 23, 2010 – the date the 2010 Restated Declaration was recorded – after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by a majority of the then-owners, has been recorded within the year preceding the beginning of each successive period of ten (10) years agreeing to terminate these covenants and restrictions.

Article 12 Confirmation

12.1 This 2019 Restated Declaration is executed by the following Owners as certified and confirmed by the person identified in Section 12.2 below, who obtained the signatures:

Kathleen Main	Kathleen Main	7/26/19	13
(Please print name)	(Signature)	(Date)	(Lot No.)
Bob Foster		7/27	16
(Please print name)	(Signature)	(Date)	(Lot No.)

<u>KEITH ROSE</u> (Please print name)	<u>[Signature]</u> (Signature)	<u>7/27/2019</u> (Date)	<u>20</u> (Lot No.)
<u>JOHN RONA</u> (Please print name)	<u>[Signature]</u> (Signature)	<u>7/28/2019</u> (Date)	<u>21</u> (Lot No.)
<u>DAVID BURNETT</u> (Please print name)	<u>[Signature]</u> (Signature)	<u>7/28/19</u> (Date)	<u>12</u> (Lot No.)
<u>MENG HUA</u> (Please print name)	<u>Meng Hua</u> (Signature)	<u>7/28/19</u> (Date)	<u>18</u> (Lot No.)
<u>CRISTIAN PUSCARIU</u> (Please print name)	<u>[Signature]</u> (Signature)	<u>July 28/19</u> (Date)	<u>11</u> (Lot No.)
<u>Hilda Archibald</u> (Please print name)	<u>Hilda H. Archibald</u> (Signature)	<u>Aug 2/19</u> (Date)	<u>14</u> (Lot No.)
<u>ROBERT P. METZGER</u> (Please print name)	<u>[Signature]</u> (Signature)	<u>Aug 9, 2019</u> (Date)	<u>28</u> (Lot No.)

_____ (Please print name)	_____ (Signature)	_____ (Date)	_____ (Lot No.)
_____ (Please print name)	_____ (Signature)	_____ (Date)	_____ (Lot No.)
_____ (Please print name)	_____ (Signature)	_____ (Date)	_____ (Lot No.)
_____ (Please print name)	_____ (Signature)	_____ (Date)	_____ (Lot No.)
_____ (Please print name)	_____ (Signature)	_____ (Date)	_____ (Lot No.)
_____ (Please print name)	_____ (Signature)	_____ (Date)	_____ (Lot No.)
_____ (Please print name)	_____ (Signature)	_____ (Date)	_____ (Lot No.)
_____ (Please print name)	_____ (Signature)	_____ (Date)	_____ (Lot No.)

12.2 The undersigned person hereby certifies and confirms that each signature in Section 12.1 above is genuine and was signed in their presence.

Kathleen Main Kathleen Main 8/26/2019
(Name of Person Who (Signature) (Date)
Witnessed Signatures)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truth, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS.

On 8/24/, 2019, before me, Emily Ann Self, Notary Public,

personally appeared KATHLEEN MAIN, 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.

Signature: Emily Ann Self (Seal)



12.2 The undersigned person hereby certifies and confirms that each signature in Section 12.1 above is genuine and was signed in their presence.

Kathleen Main Kathleen Main 10/1/2019
(Name of Person Who (Signature) (Date)
Witnessed Signatures)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truth, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS.

On Oct 1, 2019, before me, Nimisha J Amin, Notary Public,
personally appeared Kathleen Main (name of subscribing witness), proved to me to be the
person whose name is subscribed to the within instrument, as a witness thereto, on the oath of
Betty J Voshies (name of credible witness), a credible witness who is known to me and
provided a satisfactory identifying document. Kathleen Main (name of subscribing witness),
being by me duly sworn, said that he/she was present and saw

Kathleen Main; Bob Foster; Keith Rose; John Parath;
David Burnett; Meng Hua; Cristian Puscalau, Hilda
Archibald; Robert P. Metzger

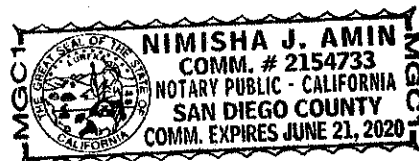
(name[s] of principal[s]), the same person(s) described in and whose name(s) is/are subscribed to the within or
attached instrument in his/her/their authorized capacity(ies) as (a) party(ies) thereto, execute or acknowledge
executing the same, and that said affiant subscribed his/her name to the within or attached instrument as a witness at
the request of Kathleen Main; Bob Foster; Keith Rose; John
Parath; David Burnett; Meng Hua; Cristian Puscalau
Hilda Archibald; Robert P. Metzger

(name[s] of principals).

WITNESS my hand and official seal.

Signature: Nimisha J Amin (Seal)

La Jolla Mesa Vista – 2019 Restatement of DC&Rs



10.2 **Effective Date.** Each such amendment to this Declaration shall become effective only upon being filed for record as hereinabove provided and shall, from and after its effective date, be as effective as this Declaration as to all (i) the Lots and (ii) the Owners (as of the effective date) and their successors in interest.

Article 11 General Provisions

11.1 **Notification.** Notices required by this Declaration, or desired, to be given shall be conclusively deemed served (i) if personally served, at the time of such service, and (ii) if mailed, 72 hours after deposit thereof in the United States mail by certified letter, postage prepaid, addressed to the person(s) to whom such notice is to be given at the last known address of such person(s).

11.2 **Severability of Remaining Portions.** In the event any limitations, restrictions, conditions, covenants or provisions contained in this Declaration is to be held invalid, void or unenforceable by any court of competent jurisdiction, the remaining portions of this Declaration shall, nevertheless, be and remain in full force and effect.

11.3 **Captions.** Captions in this Declaration are inserted for convenience of reference only and do not define, describe or limit the scope or intent of this Declaration or any of the terms hereof.

11.4 **Favorable Construction.** This Declaration and every provision hereof shall be construed to facilitate the architectural controls and implementation thereof, all as herein set forth.

11.5 **Gender.** Use of a term of either gender shall mean either or both genders as applicable.

11.6 **Term.** The covenants and conditions of this Declaration shall run with and bind the Lots and enure to the benefit and shall be enforceable as set forth herein for a period of thirty (30) years from August 23, 2010 – the date the 2010 Restated Declaration was recorded – after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by a majority of the then-owners, has been recorded within the year preceding the beginning of each successive period of ten (10) years agreeing to terminate these covenants and restrictions.

Article 12 Confirmation

12.1 This 2019 Restated Declaration is executed by the following Owners as certified and confirmed by the person identified in Section 12.2 below, who obtained the signatures:

<u>JUDITH A. STEEL</u>	<u>Judith A. Steel</u>	<u>7-29-2019</u>	<u>37</u>
(Please print name)	(Signature)	(Date)	(Lot No.)
<u> </u>	<u> </u>	<u> </u>	<u> </u>
(Please print name)	(Signature)	(Date)	(Lot No.)

go back 1 page for 1st signature

Cathie Weygryn (Please print name)	Cathie Weygryn (Signature)	Aug 7 2019 (Date)	32 (Lot No.)
Cathie Weygryn (Please print name)	Cathie Weygryn (Signature)	Aug 7 2019 (Date)	33 (Lot No.)
Cathie Weygryn (Please print name)	Cathie Weygryn (Signature)	Aug 7 2019 (Date)	34 (Lot No.)
Cathie Weygryn (Please print name)	Cathie Weygryn (Signature)	Aug 7 2019 (Date)	35 (Lot No.)

_____ (Please print name)	_____ (Signature)	_____ (Date)	_____ (Lot No.)
_____ (Please print name)	_____ (Signature)	_____ (Date)	_____ (Lot No.)
_____ (Please print name)	_____ (Signature)	_____ (Date)	_____ (Lot No.)
_____ (Please print name)	_____ (Signature)	_____ (Date)	_____ (Lot No.)
_____ (Please print name)	_____ (Signature)	_____ (Date)	_____ (Lot No.)
_____ (Please print name)	_____ (Signature)	_____ (Date)	_____ (Lot No.)
_____ (Please print name)	_____ (Signature)	_____ (Date)	_____ (Lot No.)
_____ (Please print name)	_____ (Signature)	_____ (Date)	_____ (Lot No.)
_____ (Please print name)	_____ (Signature)	_____ (Date)	_____ (Lot No.)
_____ (Please print name)	_____ (Signature)	_____ (Date)	_____ (Lot No.)

12.2 The undersigned person hereby certifies and confirms that each signature in Section 12.1 above is genuine and was signed in their presence.

JUDITH A. STEEL Judith A. Steel 23 Aug. 2019
(Name of Person Who (Signature) (Date)
Witnessed Signatures)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truth, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS.

On August 23, 2019, before me, Brenda Arriaga, Notary Public,

personally appeared Judith A. Steel, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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.

Signature: Brenda Arriaga (Seal)



12.2 The undersigned person hereby certifies and confirms that each signature in Section 12.1 above is genuine and was signed in their presence.

B JUDITH A. STEEL Judith A. Steel 1 Oct. 2019
(Name of Person Who (Signature) (Date)
Witnessed Signatures)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truth, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS.

On Oct 1, 2019, before me, Nimisha J Amin, Notary Public,
personally appeared Judith A Steel (name of subscribing witness), proved to me to be the
person whose name is subscribed to the within instrument, as a witness thereto, on the oath of
Kathleen Main (name of credible witness), a credible witness who is known to me and
provided a satisfactory identifying document. Judith A steel (name of subscribing witness),
being by me duly sworn, said that he/she was present and saw JUDITH A. STEEL

CATHIE WEGRZYN

CATHIE WEGRZYN

CATHIE WEGRZYN

CATHIE WEGRZYN

(name[s] of principal[s]), the same person(s) described in and whose name(s) is/are subscribed to the within or
attached instrument in his/her/their authorized capacity(ies) as (a) party(ies) thereto, execute or acknowledge
executing the same, and that said affiant subscribed his/her name to the within or attached instrument as a witness at
the request of JUDITH A. STEEL

CATHIE WEGRZYN

CATHIE WEGRZYN

CATHIE WEGRZYN

CATHIE WEGRZYN

(name[s] of principals).

WITNESS my hand and official seal.

Signature: Nimisha J Amin (Seal)

La Jolla Mesa Vista - 2019 Restatement of DC&Rs



10.2 **Effective Date.** Each such amendment to this Declaration shall become effective only upon being filed for record as hereinabove provided and shall, from and after its effective date, be as effective as this Declaration as to all (i) the Lots and (ii) the Owners (as of the effective date) and their successors in interest.

Article 11 General Provisions

11.1 **Notification.** Notices required by this Declaration, or desired, to be given shall be conclusively deemed served (i) if personally served, at the time of such service, and (ii) if mailed, 72 hours after deposit thereof in the United States mail by certified letter, postage prepaid, addressed to the person(s) to whom such notice is to be given at the last known address of such person(s).

11.2 **Severability of Remaining Portions.** In the event any limitations, restrictions, conditions, covenants or provisions contained in this Declaration is to be held invalid, void or unenforceable by any court of competent jurisdiction, the remaining portions of this Declaration shall, nevertheless, be and remain in full force and effect.

11.3 **Captions.** Captions in this Declaration are inserted for convenience of reference only and do not define, describe or limit the scope or intent of this Declaration or any of the terms hereof.

11.4 **Favorable Construction.** This Declaration and every provision hereof shall be construed to facilitate the architectural controls and implementation thereof, all as herein set forth.

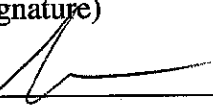
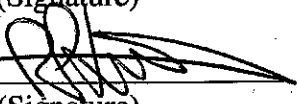
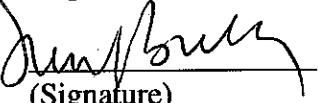
11.5 **Gender.** Use of a term of either gender shall mean either or both genders as applicable.

11.6 **Term.** The covenants and conditions of this Declaration shall run with and bind the Lots and enure to the benefit and shall be enforceable as set forth herein for a period of thirty (30) years from August 23, 2010 – the date the 2010 Restated Declaration was recorded – after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by a majority of the then-owners, has been recorded within the year preceding the beginning of each successive period of ten (10) years agreeing to terminate these covenants and restrictions.

Article 12 Confirmation

12.1 This 2019 Restated Declaration is executed by the following Owners as certified and confirmed by the person identified in Section 12.2 below, who obtained the signatures:

Judith A. Crown	Judith A. Crown	8-25-2019	49
(Please print name)	(Signature)	(Date)	(Lot No.)
Stella Flocks	Stella Flocks	8-25-2019	69
(Please print name)	(Signature)	(Date)	(Lot No.)

<u>Karen Lane</u> (Please print name)	<u></u> (Signature)	<u>8-8-19</u> (Date)	<u>48</u> (Lot No.)
<u>Todd Schneider</u> (Please print name)	<u></u> (Signature)	<u>8/25/19</u> (Date)	<u>57</u> (Lot No.)
<u>R. Peyton Vincent</u> (Please print name)	<u></u> (Signature)	<u>8/26/19</u> (Date)	<u>68</u> (Lot No.)
<u>NEAL BUCKLEY</u> (Please print name)	<u></u> (Signature)	<u>8/26/19</u> (Date)	<u>70</u> (Lot No.)
<u> </u> (Please print name)	<u> </u> (Signature)	<u> </u> (Date)	<u> </u> (Lot No.)
<u> </u> (Please print name)	<u> </u> (Signature)	<u> </u> (Date)	<u> </u> (Lot No.)
<u> </u> (Please print name)	<u> </u> (Signature)	<u> </u> (Date)	<u> </u> (Lot No.)
<u> </u> (Please print name)	<u> </u> (Signature)	<u> </u> (Date)	<u> </u> (Lot No.)
<u> </u> (Please print name)	<u> </u> (Signature)	<u> </u> (Date)	<u> </u> (Lot No.)
<u> </u> (Please print name)	<u> </u> (Signature)	<u> </u> (Date)	<u> </u> (Lot No.)
<u> </u> (Please print name)	<u> </u> (Signature)	<u> </u> (Date)	<u> </u> (Lot No.)
<u> </u> (Please print name)	<u> </u> (Signature)	<u> </u> (Date)	<u> </u> (Lot No.)
<u> </u> (Please print name)	<u> </u> (Signature)	<u> </u> (Date)	<u> </u> (Lot No.)
<u> </u> (Please print name)	<u> </u> (Signature)	<u> </u> (Date)	<u> </u> (Lot No.)
<u> </u> (Please print name)	<u> </u> (Signature)	<u> </u> (Date)	<u> </u> (Lot No.)

12.2 The undersigned person hereby certifies and confirms that each signature in Section 12.1 above is genuine and was signed in their presence.

R. Peyton Vincent
(Name of Person Who
Witnessed Signatures)

[Signature]
(Signature)

8/26/19
(Date)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truth, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS.

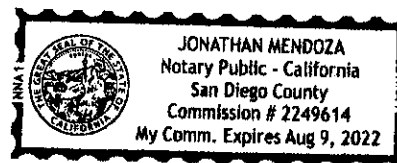
On August 26, 2019, before me, Jonathan Mendoza, Notary Public,

personally appeared R. Peyton Vincent, 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.

Signature: [Signature] (Seal)



12.2 The undersigned person hereby certifies and confirms that each signature in Section 12.1 above is genuine and was signed in their presence.

R. Peyton Vincent
(Name of Person Who
Witnessed Signatures)

[Signature]
(Signature)

10/1/19
(Date)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truth, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS.

On Oct 1, 2019, before me, Nimisha J Amin, Notary Public,

personally appeared R Peyton Vincent (name of subscribing witness), proved to me to be the person whose name is subscribed to the within instrument, as a witness thereto, on the oath of Kathleen Main (name of credible witness), a credible witness who is known to me and provided a satisfactory identifying document R. Peyton Vincent (name of subscribing witness), being by me duly sworn, said that he/she was present and saw

Judith A. Crown; Stella Flocks; Karen Lane; Todd Schneider;
& Neal Buckley; R. Peyton Vincent

(name[s] of principal[s]), the same person(s) described in and whose name(s) is/are subscribed to the within or attached instrument in his/her/their authorized capacity(ies) as (a) party(ies) thereto, execute or acknowledge executing the same, and that said affiant subscribed his/her name to the within or attached instrument as a witness at the request of

Judith A. Crown; Stella Flocks; Karen Lane; Todd Schneider;
& Neal Buckley; R. Peyton Vincent

(name[s] of principals).

WITNESS my hand and official seal.

Signature: Nimisha J Amin (Seal)

La Jolla Mesa Vista – 2019 Restatement of DC&Rs



10.2 **Effective Date.** Each such amendment to this Declaration shall become effective only upon being filed for record as hereinabove provided and shall, from and after its effective date, be as effective as this Declaration as to all (i) the Lots and (ii) the Owners (as of the effective date) and their successors in interest.

Article 11 General Provisions

11.1 **Notification.** Notices required by this Declaration, or desired, to be given shall be conclusively deemed served (i) if personally served, at the time of such service, and (ii) if mailed, 72 hours after deposit thereof in the United States mail by certified letter, postage prepaid, addressed to the person(s) to whom such notice is to be given at the last known address of such person(s).

11.2 **Severability of Remaining Portions.** In the event any limitations, restrictions, conditions, covenants or provisions contained in this Declaration is to be held invalid, void or unenforceable by any court of competent jurisdiction, the remaining portions of this Declaration shall, nevertheless, be and remain in full force and effect.

11.3 **Captions.** Captions in this Declaration are inserted for convenience of reference only and do not define, describe or limit the scope or intent of this Declaration or any of the terms hereof.

11.4 **Favorable Construction.** This Declaration and every provision hereof shall be construed to facilitate the architectural controls and implementation thereof, all as herein set forth.

11.5 **Gender.** Use of a term of either gender shall mean either or both genders as applicable.

11.6 **Term.** The covenants and conditions of this Declaration shall run with and bind the Lots and enure to the benefit and shall be enforceable as set forth herein for a period of thirty (30) years from August 23, 2010 – the date the 2010 Restated Declaration was recorded – after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by a majority of the then-owners, has been recorded within the year preceding the beginning of each successive period of ten (10) years agreeing to terminate these covenants and restrictions.

Article 12 Confirmation

12.1 This 2019 Restated Declaration is executed by the following Owners as certified and confirmed by the person identified in Section 12.2 below, who obtained the signatures:

Robert B. Killian, Jr.	Robert B. Killian Jr.	Aug 12 2019	44
(Please print name)	(Signature)	(Date)	(Lot No.)
/	/	/	/
(Please print name)	(Signature)	(Date)	(Lot No.)

<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>
<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>
<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>
<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>
<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>
<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>
<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>
<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>
<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>
<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>
<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>
<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>
<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>
<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>

12.2 The undersigned person hereby certifies and confirms that each signature in Section 12.1 above is genuine and was signed in their presence.

Andre Bass
(Name of Person Who
Witnessed Signatures)

[Signature]
(Signature)

08-12-2019
(Date)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truth, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF ~~SAN DIEGO~~ Santa Clara) SS.

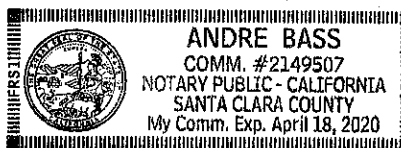
On August 12th, 2019, before me, Andre Bass, Notary Public,

personally appeared Robert B. Killian, 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

Signature: [Signature] (Seal)



10.2 **Effective Date.** Each such amendment to this Declaration shall become effective only upon being filed for record as hereinabove provided and shall, from and after its effective date, be as effective as this Declaration as to all (i) the Lots and (ii) the Owners (as of the effective date) and their successors in interest.

Article 11 General Provisions

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11.2 **Severability of Remaining Portions.** In the event any limitations, restrictions, conditions, covenants or provisions contained in this Declaration is to be held invalid, void or unenforceable by any court of competent jurisdiction, the remaining portions of this Declaration shall, nevertheless, be and remain in full force and effect.

11.3 **Captions.** Captions in this Declaration are inserted for convenience of reference only and do not define, describe or limit the scope or intent of this Declaration or any of the terms hereof.

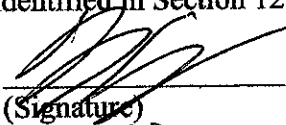
11.4 **Favorable Construction.** This Declaration and every provision hereof shall be construed to facilitate the architectural controls and implementation thereof, all as herein set forth.

11.5 **Gender.** Use of a term of either gender shall mean either or both genders as applicable.

11.6 **Term.** The covenants and conditions of this Declaration shall run with and bind the Lots and enure to the benefit and shall be enforceable as set forth herein for a period of thirty (30) years from August 23, 2010 – the date the 2010 Restated Declaration was recorded – after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by a majority of the then-owners, has been recorded within the year preceding the beginning of each successive period of ten (10) years agreeing to terminate these covenants and restrictions.

Article 12 Confirmation

12.1 This 2019 Restated Declaration is executed by the following Owners as certified and confirmed by the person identified in Section 12.2 below, who obtained the signatures:

Daniel Dzwilewski		8/14/19	4
(Please print name)	(Signature)	(Date)	(Lot No.)
Georgette Dzwilewski		8/14/19	4
(Please print name)	(Signature)	(Date)	(Lot No.)

_____ (Please print name)	_____ (Signature)	_____ (Date)	_____ (Lot No.)
_____ (Please print name)	_____ (Signature)	_____ (Date)	_____ (Lot No.)
_____ (Please print name)	_____ (Signature)	_____ (Date)	_____ (Lot No.)
_____ (Please print name)	_____ (Signature)	_____ (Date)	_____ (Lot No.)
_____ (Please print name)	_____ (Signature)	_____ (Date)	_____ (Lot No.)
_____ (Please print name)	_____ (Signature)	_____ (Date)	_____ (Lot No.)
_____ (Please print name)	_____ (Signature)	_____ (Date)	_____ (Lot No.)
_____ (Please print name)	_____ (Signature)	_____ (Date)	_____ (Lot No.)
_____ (Please print name)	_____ (Signature)	_____ (Date)	_____ (Lot No.)
_____ (Please print name)	_____ (Signature)	_____ (Date)	_____ (Lot No.)
_____ (Please print name)	_____ (Signature)	_____ (Date)	_____ (Lot No.)
_____ (Please print name)	_____ (Signature)	_____ (Date)	_____ (Lot No.)
_____ (Please print name)	_____ (Signature)	_____ (Date)	_____ (Lot No.)
_____ (Please print name)	_____ (Signature)	_____ (Date)	_____ (Lot No.)
_____ (Please print name)	_____ (Signature)	_____ (Date)	_____ (Lot No.)

12.2 The undersigned person hereby certifies and confirms that each signature in Section 12.1 above is genuine and was signed in their presence.

Barbara K. Clark Barbara K. Clark Aug 14, 2019
(Name of Person Who (Signature) (Date)
Witnessed Signatures)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truth, accuracy, or validity of that document.

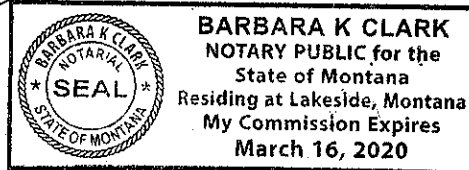
STATE OF CALIFORNIA Montana
COUNTY OF SAN DIEGO Flathead SS.

On Aug 14, 2019, before me, Barbara K. Clark Notary Public,
personally appeared Georgette M. & Daniel R. Dzwilewski, 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.

Signature: Barbara K. Clark (Seal)



10.2 **Effective Date.** Each such amendment to this Declaration shall become effective only upon being filed for record as hereinabove provided and shall, from and after its effective date, be as effective as this Declaration as to all (i) the Lots and (ii) the Owners (as of the effective date) and their successors in interest.

Article 11 General Provisions

11.1 **Notification.** Notices required by this Declaration, or desired, to be given shall be conclusively deemed served (i) if personally served, at the time of such service, and (ii) if mailed, 72 hours after deposit thereof in the United States mail by certified letter, postage prepaid, addressed to the person(s) to whom such notice is to be given at the last known address of such person(s).

11.2 **Severability of Remaining Portions.** In the event any limitations, restrictions, conditions, covenants or provisions contained in this Declaration is to be held invalid, void or unenforceable by any court of competent jurisdiction, the remaining portions of this Declaration shall, nevertheless, be and remain in full force and effect.

11.3 **Captions.** Captions in this Declaration are inserted for convenience of reference only and do not define, describe or limit the scope or intent of this Declaration or any of the terms hereof.

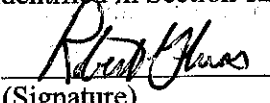
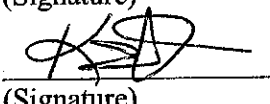
11.4 **Favorable Construction.** This Declaration and every provision hereof shall be construed to facilitate the architectural controls and implementation thereof, all as herein set forth.

11.5 **Gender.** Use of a term of either gender shall mean either or both genders as applicable.

11.6 **Term.** The covenants and conditions of this Declaration shall run with and bind the Lots and enure to the benefit and shall be enforceable as set forth herein for a period of thirty (30) years from August 23, 2010 – the date the 2010 Restated Declaration was recorded – after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by a majority of the then-owners, has been recorded within the year preceding the beginning of each successive period of ten (10) years agreeing to terminate these covenants and restrictions.

Article 12 Confirmation

12.1 This 2019 Restated Declaration is executed by the following Owners as certified and confirmed by the person identified in Section 12.2 below, who obtained the signatures:

<u>ROBERT GLUSS</u> (Please print name)	<u></u> (Signature)	<u>8/7/19</u> (Date)	<u>1086 SKYLARK DR.</u> (Lot No.)	<u>75</u>
<u>KEIKO GLUSS</u> (Please print name)	<u></u> (Signature)	<u>8/7/19</u> (Date)	<u>1086 SKYLARK DR.</u> (Lot No.)	<u>75</u>

* AKA Robert Joseph Gluss

** AKA Keikoito Gluss

La Jolla Mesa Vista – 2019 Restatement of DC&Rs

PLEASE SEE
NOTARY ATTACHMENT

<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>
<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>
<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>
<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>
<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>
<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>
<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>
<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>
<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>
<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>
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<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>
<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>

12.2 The undersigned person hereby certifies and confirms that each signature in Section 12.1 above is genuine and was signed in their presence.

(Name of Person Who
Witnessed Signatures)

(Signature)

(Date)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truth, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO ^{SANTA CLARA}) SS.

On August 7, 2019, before me, Violeta M. Santa Gadea Lopez, Notary Public,

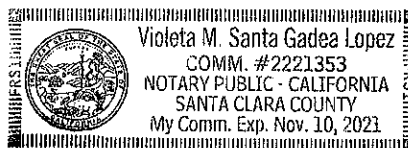
personally appeared Robert + Joseph Gloss & Keiko Ito Gloss, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~ ~~she~~ they executed the same in ~~his~~ ~~her~~ their authorized capacity(ies), 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.

Signature:

Violeta M. Santa Gadea Lopez



10.2 **Effective Date.** Each such amendment to this Declaration shall become effective only upon being filed for record as hereinabove provided and shall, from and after its effective date, be as effective as this Declaration as to all (i) the Lots and (ii) the Owners (as of the effective date) and their successors in interest.

Article 11 General Provisions

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Article 12 Confirmation

12.1 This 2019 Restated Declaration is executed by the following Owners as certified and confirmed by the person identified in Section 12.2 below, who obtained the signatures:

<u>Roberta B Schlosser</u>	<u>Roberta B Schlosser</u>	<u>08/12/2019</u>	<u>36</u>
(Please print name)	(Signature)	(Date)	(Lot No.)
<u>Donald W Schlosser</u>	<u>Donald W Schlosser</u>	<u>8/12/2019</u>	<u>36</u>
(Please print name)	(Signature)	(Date)	(Lot No.)

<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>
<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>
<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>
<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>
<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>
<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>
<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>
<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>
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<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>
<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>

12.2 The undersigned person hereby certifies and confirms that each signature in Section 12.1 above is genuine and was signed in their presence.

(Name of Person Who
Witnessed Signatures)

(Signature)

(Date)

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STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)

SS.

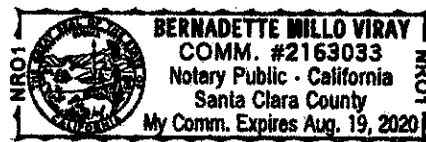
On Aug 12, 2019, 2019, before me, Bernadette Millo Viray, Notary Public,

personally appeared Roberta B. Schlosser & Donald William Schlosser 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.

Signature: Bernadette Millo Viray (Seal)



10.2 **Effective Date.** Each such amendment to this Declaration shall become effective only upon being filed for record as hereinabove provided and shall, from and after its effective date, be as effective as this Declaration as to all (i) the Lots and (ii) the Owners (as of the effective date) and their successors in interest.

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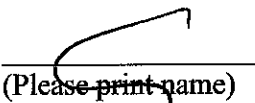
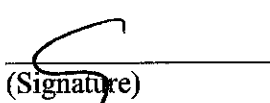
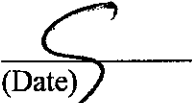
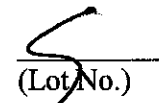
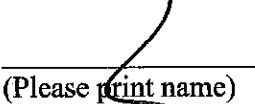
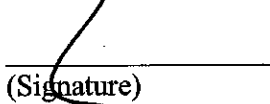
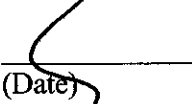
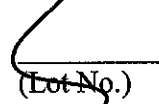
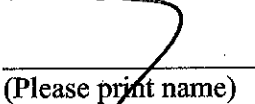
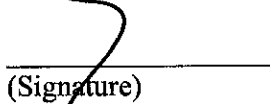
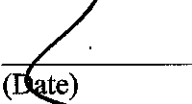
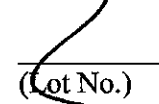
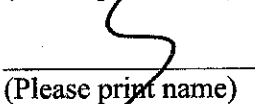
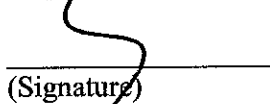
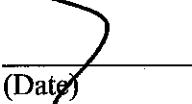
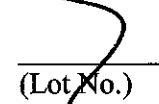
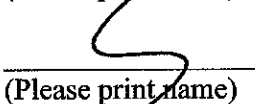
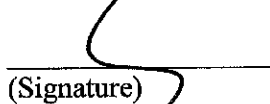
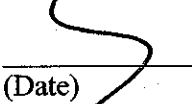
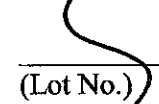
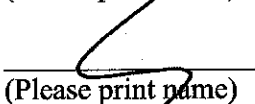
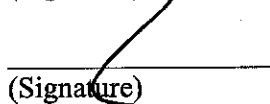
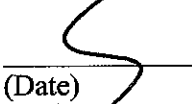
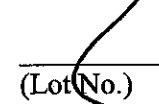
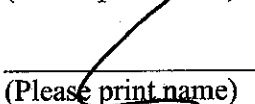
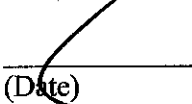
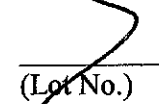
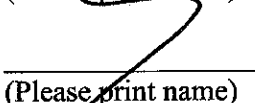
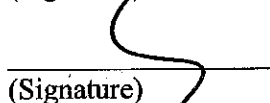
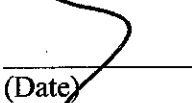
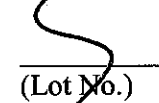
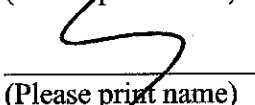
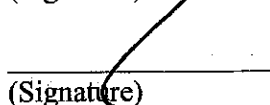
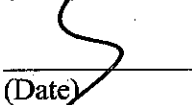
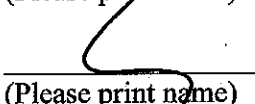
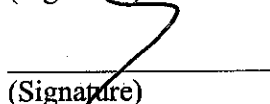
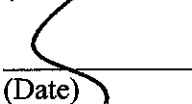
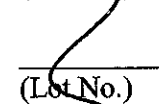
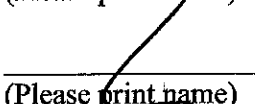
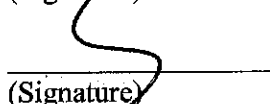
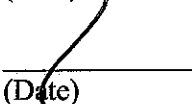
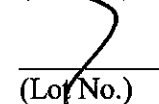
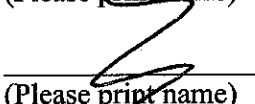
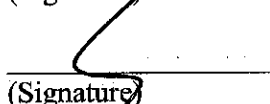
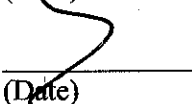
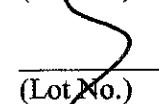
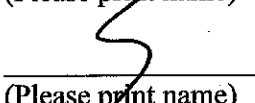
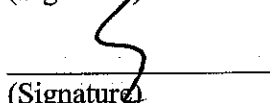
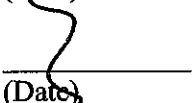
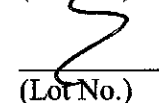
11.5 **Gender.** Use of a term of either gender shall mean either or both genders as applicable.

11.6 **Term.** The covenants and conditions of this Declaration shall run with and bind the Lots and enure to the benefit and shall be enforceable as set forth herein for a period of thirty (30) years from August 23, 2010 – the date the 2010 Restated Declaration was recorded – after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by a majority of the then-owners, has been recorded within the year preceding the beginning of each successive period of ten (10) years agreeing to terminate these covenants and restrictions.

Article 12 Confirmation

12.1 This 2019 Restated Declaration is executed by the following Owners as certified and confirmed by the person identified in Section 12.2 below, who obtained the signatures:

STEPHANIE RIPPYER	<i>Stephanie Rippier</i>	8/13/2019	*38
(Please print name)	(Signature)	(Date)	(Lot No.)
N/A	N/A	N/A	N/A
(Please print name)	(Signature)	(Date)	(Lot No.)

N/A (Please print name)	N/A (Signature)	N/A (Date)	N/A (Lot No.)
 (Please print name)	 (Signature)	 (Date)	 (Lot No.)
 (Please print name)	 (Signature)	 (Date)	 (Lot No.)
 (Please print name)	 (Signature)	 (Date)	 (Lot No.)
 (Please print name)	 (Signature)	 (Date)	 (Lot No.)
 (Please print name)	 (Signature)	 (Date)	 (Lot No.)
 (Please print name)	 (Signature)	 (Date)	 (Lot No.)
 (Please print name)	 (Signature)	 (Date)	 (Lot No.)
 (Please print name)	 (Signature)	 (Date)	 (Lot No.)
 (Please print name)	 (Signature)	 (Date)	 (Lot No.)
 (Please print name)	 (Signature)	 (Date)	 (Lot No.)
 (Please print name)	 (Signature)	 (Date)	 (Lot No.)
 (Please print name)	 (Signature)	 (Date)	 (Lot No.)
 (Please print name)	 (Signature)	 (Date)	 (Lot No.)
N/A (Please print name)	N/A (Signature)	N/A (Date)	N/A (Lot No.)

12.2 The undersigned person hereby certifies and confirms that each signature in Section 12.1 above is genuine and was signed in their presence.

Mayra Alejandra Rosales Valenzuela Mayra A. Rosales Valenzuela 8/13/19
(Name of Person Who (Signature) (Date)
Witnessed Signatures)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truth, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS.

On August 13, 2019, 2019, before me, Mayra Alejandra Rosales Valenzuela, Notary Public,
personally appeared Stephanie Rippier, 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.

Signature: Stephanie Rippier (Seal)



<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>
<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>
<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>
<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>
<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>
<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>
<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>
<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>
<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>
<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>
<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>
<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>
<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>
<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>
<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>

12.2 The undersigned person hereby certifies and confirms that each signature in Section 12.1 above is genuine and was signed in their presence.

(Name of Person Who
Witnessed Signatures)

(Signature)

(Date)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truth, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS.

Mateo

On August 15, 2019, before me, J. Bley, Notary Public,

personally appeared Eric Harry Sasso, 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.

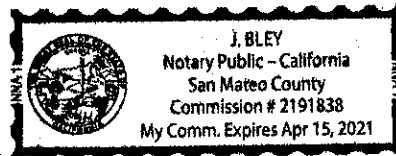
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature: _____

J. Bley

(Seal)



10.2 **Effective Date.** Each such amendment to this Declaration shall become effective only upon being filed for record as hereinabove provided and shall, from and after its effective date, be as effective as this Declaration as to all (i) the Lots and (ii) the Owners (as of the effective date) and their successors in interest.

Article 11 General Provisions

11.1 **Notification.** Notices required by this Declaration, or desired, to be given shall be conclusively deemed served (i) if personally served, at the time of such service, and (ii) if mailed, 72 hours after deposit thereof in the United States mail by certified letter, postage prepaid, addressed to the person(s) to whom such notice is to be given at the last known address of such person(s).

11.2 **Severability of Remaining Portions.** In the event any limitations, restrictions, conditions, covenants or provisions contained in this Declaration is to be held invalid, void or unenforceable by any court of competent jurisdiction, the remaining portions of this Declaration shall, nevertheless, be and remain in full force and effect.

11.3 **Captions.** Captions in this Declaration are inserted for convenience of reference only and do not define, describe or limit the scope or intent of this Declaration or any of the terms hereof.

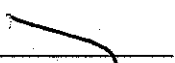
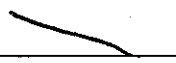
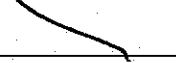
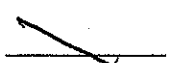
11.4 **Favorable Construction.** This Declaration and every provision hereof shall be construed to facilitate the architectural controls and implementation thereof, all as herein set forth.

11.5 **Gender.** Use of a term of either gender shall mean either or both genders as applicable.

11.6 **Term.** The covenants and conditions of this Declaration shall run with and bind the Lots and enure to the benefit and shall be enforceable as set forth herein for a period of thirty (30) years from August 23, 2010 – the date the 2010 Restated Declaration was recorded – after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by a majority of the then-owners, has been recorded within the year preceding the beginning of each successive period of ten (10) years agreeing to terminate these covenants and restrictions.

Article 12 Confirmation

12.1 This 2019 Restated Declaration is executed by the following Owners as certified and confirmed by the person identified in Section 12.2 below, who obtained the signatures:

Kimberly Lingel Bedell	Kimberly Lingel Bedell	8/19/2019	92
(Please print name)	(Signature)	(Date)	(Lot No.)
			
(Please print name)	(Signature)	(Date)	(Lot No.)

<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>
<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>
<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>
<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>
<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>
<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>
<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>
<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>
<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>
<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>
<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>
<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>
<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>
<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>
<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>

12.2 The undersigned person hereby certifies and confirms that each signature in Section 12.1 above is genuine and was signed in their presence.

Grubba Fungata

(Name of Person Who
Witnessed Signatures)

(Signature)

8-19-19
(Date)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truth, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS.

On 8/19/2019, 2019, before me, N. Naranjo Ignacio Notary Public,

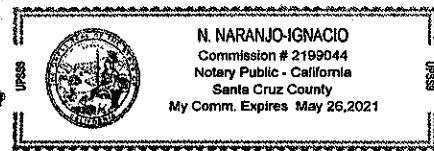
personally appeared Kimberly Lingel Bevell, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their 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.

Signature:

N. Naranjo Ignacio (Seal)



10.2 **Effective Date.** Each such amendment to this Declaration shall become effective only upon being filed for record as hereinabove provided and shall, from and after its effective date, be as effective as this Declaration as to all (i) the Lots and (ii) the Owners (as of the effective date) and their successors in interest.

Article 11 General Provisions

11.1 **Notification.** Notices required by this Declaration, or desired, to be given shall be conclusively deemed served (i) if personally served, at the time of such service, and (ii) if mailed, 72 hours after deposit thereof in the United States mail by certified letter, postage prepaid, addressed to the person(s) to whom such notice is to be given at the last known address of such person(s).

11.2 **Severability of Remaining Portions.** In the event any limitations, restrictions, conditions, covenants or provisions contained in this Declaration is to be held invalid, void or unenforceable by any court of competent jurisdiction, the remaining portions of this Declaration shall, nevertheless, be and remain in full force and effect.

11.3 **Captions.** Captions in this Declaration are inserted for convenience of reference only and do not define, describe or limit the scope or intent of this Declaration or any of the terms hereof.

11.4 **Favorable Construction.** This Declaration and every provision hereof shall be construed to facilitate the architectural controls and implementation thereof, all as herein set forth.

11.5 **Gender.** Use of a term of either gender shall mean either or both genders as applicable.

11.6 **Term.** The covenants and conditions of this Declaration shall run with and bind the Lots and enure to the benefit and shall be enforceable as set forth herein for a period of thirty (30) years from August 23, 2010 – the date the 2010 Restated Declaration was recorded – after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by a majority of the then-owners, has been recorded within the year preceding the beginning of each successive period of ten (10) years agreeing to terminate these covenants and restrictions.

Article 12 Confirmation

12.1 This 2019 Restated Declaration is executed by the following Owners as certified and confirmed by the person identified in Section 12.2 below, who obtained the signatures:

JACQUELINE R. GAHALA TRUST		Aug 23, 2019	34
(Please print name)	(Signature)	(Date)	(Lot No.)
(Please print name)	(Signature)	(Date)	(Lot No.)

(Please print name)

(Signature)

(Date)

(Lot No.)

(Please print name)

(Signature)

(Date)

(Lot No.)

(Please print name)

(Signature)

(Date)

(Lot No.)

(Please print name)

(Signature)

(Date)

(Lot No.)

(Please print name)

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(Lot No.)

(Please print name)

(Signature)

(Date)

(Lot No.)

(Please print name)

(Signature)

(Date)

(Lot No.)

(Please print name)

(Signature)

(Date)

(Lot No.)

12.2 The undersigned person hereby certifies and confirms that each signature in Section 12.1 above is genuine and was signed in their presence.

(Name of Person Who
Witnessed Signatures)

(Signature)

(Date)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truth, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

)
) SS.

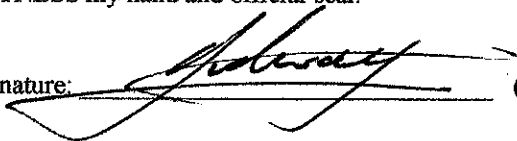
On 22 August, 2019, before me, Justus Vanderwalt, Notary Public,

personally appeared Jacqueline Gohala, 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.

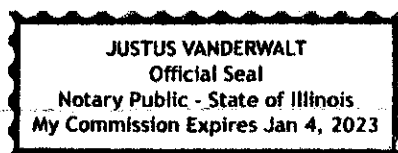
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:



(Seal)



10.2 **Effective Date.** Each such amendment to this Declaration shall become effective only upon being filed for record as hereinabove provided and shall, from and after its effective date, be as effective as this Declaration as to all (i) the Lots and (ii) the Owners (as of the effective date) and their successors in interest.

Article 11 General Provisions

11.1 **Notification.** Notices required by this Declaration, or desired, to be given shall be conclusively deemed served (i) if personally served, at the time of such service, and (ii) if mailed, 72 hours after deposit thereof in the United States mail by certified letter, postage prepaid, addressed to the person(s) to whom such notice is to be given at the last known address of such person(s).

11.2 **Severability of Remaining Portions.** In the event any limitations, restrictions, conditions, covenants or provisions contained in this Declaration is to be held invalid, void or unenforceable by any court of competent jurisdiction, the remaining portions of this Declaration shall, nevertheless, be and remain in full force and effect.

11.3 **Captions.** Captions in this Declaration are inserted for convenience of reference only and do not define, describe or limit the scope or intent of this Declaration or any of the terms hereof.

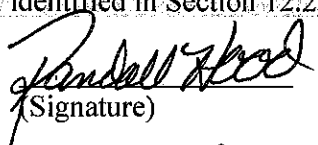
11.4 **Favorable Construction.** This Declaration and every provision hereof shall be construed to facilitate the architectural controls and implementation thereof, all as herein set forth.

11.5 **Gender.** Use of a term of either gender shall mean either or both genders as applicable.

11.6 **Term.** The covenants and conditions of this Declaration shall run with and bind the Lots and enure to the benefit and shall be enforceable as set forth herein for a period of thirty (30) years from August 23, 2010 – the date the 2010 Restated Declaration was recorded – after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by a majority of the then-owners, has been recorded within the year preceding the beginning of each successive period of ten (10) years agreeing to terminate these covenants and restrictions.

Article 12 Confirmation

12.1 This 2019 Restated Declaration is executed by the following Owners as certified and confirmed by the person identified in Section 12.2 below, who obtained the signatures:

<u>Randall Hood</u> (Please print name)	<u></u> (Signature)	<u>9/10/2019</u> (Date)	<u>11</u> (Lot No.)
<u> </u> (Please print name)	<u> </u> (Signature)	<u> </u> (Date)	<u> </u> (Lot No.)

<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>
<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>
<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>
<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>
<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>
<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>
<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>
<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>
<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>
<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>
<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>
<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>
<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>
<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>
<u>(Please print name)</u>	<u>(Signature)</u>	<u>(Date)</u>	<u>(Lot No.)</u>

12.2 The undersigned person hereby certifies and confirms that each signature in Section 12.1 above is genuine and was signed in their presence.

(Name of Person Who
Witnessed Signatures)

(Signature)

(Date)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truth, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

)
) SS.

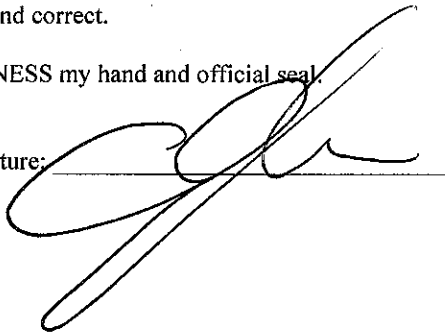
On September 10th, 2019, before me, Ivonne Martinez, Notary Public,

personally appeared Randall Hood, 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.

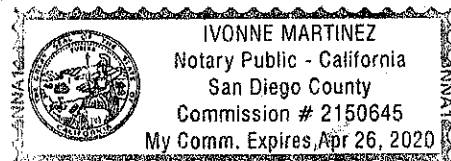
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:



(Seal)



10.2 **Effective Date.** Each such amendment to this Declaration shall become effective only upon being filed for record as hereinabove provided and shall, from and after its effective date, be as effective as this Declaration as to all (i) the Lots and (ii) the Owners (as of the effective date) and their successors in interest.

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11.3 **Captions.** Captions in this Declaration are inserted for convenience of reference only and do not define, describe or limit the scope or intent of this Declaration or any of the terms hereof.

11.4 **Favorable Construction.** This Declaration and every provision hereof shall be construed to facilitate the architectural controls and implementation thereof, all as herein set forth.

11.5 **Gender.** Use of a term of either gender shall mean either or both genders as applicable.

11.6 **Term.** The covenants and conditions of this Declaration shall run with and bind the Lots and enure to the benefit and shall be enforceable as set forth herein for a period of thirty (30) years from August 23, 2010 – the date the 2010 Restated Declaration was recorded – after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by a majority of the then-owners, has been recorded within the year preceding the beginning of each successive period of ten (10) years agreeing to terminate these covenants and restrictions.

Article 12 Confirmation

12.1 This 2019 Restated Declaration is executed by the following Owners as certified and confirmed by the person identified in Section 12.2 below, who obtained the signatures:

<u>CARLS BROWN</u>	<u>[Signature]</u>	<u>8/22/19</u>	<u>87</u>
(Please print name)	(Signature)	(Date)	(Lot No.)
<u>Barbara T Brown*</u>	<u>[Signature]</u>	<u>8/22/19</u>	<u>87</u>
(Please print name)	(Signature)	(Date)	(Lot No.)
* AKA Barbara Brown			

_____ (Please print name)	_____ (Signature)	_____ (Date)	_____ (Lot No.)
_____ (Please print name)	_____ (Signature)	_____ (Date)	_____ (Lot No.)
_____ (Please print name)	_____ (Signature)	_____ (Date)	_____ (Lot No.)
_____ (Please print name)	_____ (Signature)	_____ (Date)	_____ (Lot No.)
_____ (Please print name)	_____ (Signature)	_____ (Date)	_____ (Lot No.)
_____ (Please print name)	_____ (Signature)	_____ (Date)	_____ (Lot No.)
_____ (Please print name)	_____ (Signature)	_____ (Date)	_____ (Lot No.)
_____ (Please print name)	_____ (Signature)	_____ (Date)	_____ (Lot No.)
_____ (Please print name)	_____ (Signature)	_____ (Date)	_____ (Lot No.)
_____ (Please print name)	_____ (Signature)	_____ (Date)	_____ (Lot No.)
_____ (Please print name)	_____ (Signature)	_____ (Date)	_____ (Lot No.)
_____ (Please print name)	_____ (Signature)	_____ (Date)	_____ (Lot No.)
_____ (Please print name)	_____ (Signature)	_____ (Date)	_____ (Lot No.)
_____ (Please print name)	_____ (Signature)	_____ (Date)	_____ (Lot No.)
_____ (Please print name)	_____ (Signature)	_____ (Date)	_____ (Lot No.)

12.2 The undersigned person hereby certifies and confirms that each signature in Section 12.1 above is genuine and was signed in their presence.

MEHDI ZAHEDI
(Name of Person Who
Witnessed Signatures)

Mehdi Zahedi
(Signature)

AUG. 22, 2019
(Date)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truth, accuracy, or validity of that document.

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

On AUG. 22, 2019, before me, MEHDI ZAHEDI, Notary Public,

personally appeared CARL STANLEY BROWN & BARBARA BROWN —, 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.

Signature: Mehdi Zahedi (Seal)

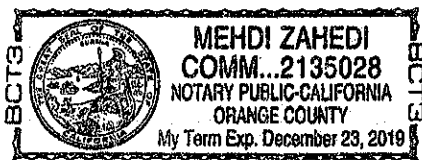


EXHIBIT A

	Last Name	First Name	Lot Address	Mailing Address	City	State	Zip
07/25/2019	Hyslop	Eileen	5506 Candlelight Drive	5506 Candlelight Drive	La Jolla	CA	92037
07/25/2019	Lief	Jack	5516 Ladybird Lane	5516 Ladybird Lane	La Jolla	CA	92037
07/25/2019	Pierce	Susan E	1064 Skylark Drive	1064 Skylark Drive	La Jolla	CA	92037
07/27/2019	Rosenthal	Irene M	5631 Ladybird Lane	5631 Ladybird Lane	La Jolla	CA	92037
08/03/2019	O'Neill	Patrick	5555 Ladybird Lane	5555 Ladybird Lane	La Jolla	CA	92037
08/03/2019	Roos	Wendy	5641 Ladybird Lane	5641 Ladybird Lane	La Jolla	CA	92037
08/03/2019	Fox, Jr.	William	5621 Ladybird Lane	5621 Ladybird Lane	La Jolla	CA	92037
08/03/2019	Burholm	Per	5632 Ladybird Lane	5632 Ladybird Lane	La Jolla	CA	92037
08/11/2019	Cameron	Paul	5431 Moonlight Lane	5431 Moonlight Lane	La Jolla	CA	92037
08/14/2019	Prewo	Wilfried	904 Sandpiper Place	1207 Archer St	San Diego	CA	92109
08/16/2019	Menas Trust	Julie	5571 Warbler Way	5054 Bluff Place	El Cajon	CA	92020
08/16/2019	Sweeney	Jean F	5589 Ladybird Lane	5589 Ladybird Lane	La Jolla	CA	92037
08/16/2019	Spann	Brandon	5595 Ladybird Lane	5595 Ladybird Lane	La Jolla	CA	92037
08/17/2019	Leib	David	5662 Ladybird Lane	5662 Ladybird Lane	La Jolla	CA	92037
07/29/2019	Goff	Jessica	5445 Candlelight Drive	5445 Candlelight Drive	La Jolla	CA	92037
09/07/2019	Malk	Andrew	5518 Candlelight Drive	5518 Candlelight Drive	La Jolla	CA	92037
09/07/2019	Sefton	Bart	5532 Ladybird Lane	5532 Ladybird Lane	La Jolla	CA	92037
08/10/2019	Mohammad	Salome	5670 La Jolla Mesa Drive	5670 La Jolla Mesa Drive	La Jolla	CA	92037
08/31/2019	Curtin	Peter	809 Lamplight Drive	809 Lamplight Drive	La Jolla	CA	92037
07/25/2019	Couris	Michael	5473 Candlelight Drive	5473 Candlelight Drive	La Jolla	CA	92037
07/25/2019	Jackson	Thomas	5417 Candlelight Drive	5417 Candlelight Drive	La Jolla	CA	92037
08/14/2019	Davis	C Larry	5581 Ladybird Lane	11630 Calamar Cove	San Diego	CA	92124
07/26/2019	Cardenas	Richard	5509 Candlelight Drive	5509 Candlelight Drive	La Jolla	CA	92037
08/01/2019	Hope	Brennon	5476 Moonlight Lane	5476 Moonlight Lane	La Jolla	CA	92037
08/01/2019	Raichel	Dina	5523 Ladybird Lane	5523 Ladybird Lane	La Jolla	CA	92037

08/12/2019	Schultz	Luisa	982 Skylark Drive	982 Skylark Drive	La Jolla	CA 92037
08/17/2019	Zeng	Wei	1114 Skylark Drive	1114 Skylark Drive	La Jolla	CA 92037
08/17/2019	Zou	He	5512 Candlelight Drive	5512 Candlelight Drive	La Jolla	CA 92037
08/07/2019	Zettner	Alfred	934 Sandpiper Place	6011 Beaumont Avenue	La Jolla	CA 92037
08/12/2019	Soltan	Mike	981 Skylark Drive	981 Skylark Drive	La Jolla	CA 92037
07/25/2019	Aucoin	Angela	5572 Candlelight Drive	5572 Candlelight Drive	La Jolla	CA 92037
08/19/2019	Elmaghraby	Zaki	5560 Candlelight Drive	6630 Still Point Dr	Melbourne	FL 32940
08/20/2019	Vogelsinger	Hubert	5556 Ladybird Lane	5556 Ladybird Lane	La Jolla	CA 92037
08/21/2019	Robella	Robert	5564 Ladybird Lane	5564 Ladybird Lane	La Jolla	CA 92037
07/25/2019	Nally	Thomas	5431 Candlelight Drive	5431 Candlelight Drive	La Jolla	CA 92037
07/25/2019	Sagman	Archer W.	833 Lamplight Drive	833 Lamplight Drive	La Jolla	CA 92037
08/22/2019	Knize	Duane J	5572 Ladybird Lane	5572 Ladybird Lane	La Jolla	CA 92037
08/22/2019	Tinoco	Kathy	5540 Ladybird Lane	5540 Ladybird Lane	La Jolla	CA 92037
08/22/2019	Wasserman	Harold	5565 Ladybird Lane	5565 Ladybird Lane	La Jolla	CA 92037
08/13/2019	Emery	Matt	5459 Moonlight Lane	5459 Moonlight Lane	La Jolla	CA 92037
07/25/2019	Maglio	Nick	5503 Candlelight Drive	5503 Candlelight Drive	La Jolla	CA 92037
08/10/2019	Amirnovin	Mahmoud	5680 La Jolla Mesa Drive	5680 La Jolla Mesa Drive	La Jolla	CA 92037
08/23/2019	Levy	Marco	5508 Ladybird Lane	5508 Ladybird Lane	La Jolla	CA 92037
08/07/2019	Gallagher	Thomas	5651 Ladybird Lane	1250 Cave St. #3	La Jolla	CA 92037
08/24/2019	Feng	Alice	5547 Ladybird Lane	5547 Ladybird Lane	La Jolla	CA 92037
07/25/2019	Mueller	Robb	5403 Candlelight Drive	5403 Candlelight Drive	La Jolla	CA 92037
08/11/2019	Vorhies	Betty	5515 Candlelight Drive	5515 Candlelight Drive	La Jolla	CA 92037
07/26/2019	Wilson	Jeanne	5560 Moonlight Lane	5560 Moonlight Lane	La Jolla	CA 92037
08/10/2019	Mittman	Charles	5547 Moonlight Lane	5547 Moonlight Lane	La Jolla	CA 92037
08/02/2019	Zvinakis	Anh	5469 Moonlight Lane	5469 Moonlight Lane	La Jolla	CA 92037
07/26/2019	Senyei	Grant	5524 Candlelight Drive	5524 Candlelight Drive	La Jolla	CA 92037

08/10/2019	Adyanthanya	Preethika	5561 Moonlight Lane	5561 Moonlight Lane	La Jolla	CA	92037
07/26/2019	Main	Kathleen	5548 Candlelight Drive	5548 Candlelight Drive	La Jolla	CA	92037
07/27/2019	Foster	Bob	5566 Candlelight Drive	5566 Candlelight Drive	La Jolla	CA	92037
07/28/2019	Rose	Keith	5545 Candlelight Drive	5545 Candlelight Drive	La Jolla	CA	92037
07/28/2019	Porath	John	5539 Candlelight Drive	5539 Candlelight Drive	La Jolla	CA	92037
07/28/2019	Burnett	David	5542 Candlelight Drive	5542 Candlelight Drive	La Jolla	CA	92037
07/28/2019	Hua	Meng	5565 Candlelight Drive	5565 Candlelight Drive	La Jolla	CA	92037
07/28/2019	Puscalau	Cristian	5536 Candlelight Drive	5536 Candlelight Drive	La Jolla	CA	92037
08/02/2019	Archbald	Hilda	5554 Candlelight Drive	5554 Candlelight Drive	La Jolla	CA	92037
08/09/2019	Metzger	Robert P	1115 Skylark Drive	5392 Candlelight Drive	La Jolla	CA	92037
07/29/2019	Steel	Judith A	5440 Moonlight Lane	5440 Moonlight Lane	La Jolla	CA	92037
08/07/2019	Wegrzyn	Cathie	5400 Moonlight Lane	5402 Moonlight Lane	La Jolla	CA	92037
08/07/2019	Wegrzyn	Cathie	5400 Moonlight Lane	5402 Moonlight Lane	La Jolla	CA	92037
08/07/2019	Wegrzyn	Cathie	5400 Moonlight Lane	5402 Moonlight Lane	La Jolla	CA	92037
08/07/2019	Wegrzyn	Cathie	5400 Moonlight Lane	5402 Moonlight Lane	La Jolla	CA	92037
08/25/2019	Crown	Judith A	941 Skylark Drive	941 Skylark Drive	La Jolla	CA	92037
08/25/2019	Flocks	Stella	1012 Skylark Drive	1012 Skylark Drive	La Jolla	CA	92037
08/17/2019	Lane	Karen	951 Skylark Drive	951 Skylark Drive	La Jolla	CA	92037
08/25/2019	Schneider	Todd	936 Skylark Drive	936 Skylark Drive	La Jolla	CA	92037
08/25/2019	Vincent	R Peyton	1002 Skylark Drive	1002 Skylark Drive	La Jolla	CA	92037
08/26/2019	Buckley	Neal	1022 Skylark Drive	1022 Skylark Drive	La Jolla	CA	92037
08/12/2019	Killion Jr.	Robert B.	5459 Candlelight Drive	3491 Park Bl	Palo Alto	CA	94306
08/16/2019	Dzwilewski	Daniel	5575 Ladybird Lane	5575 Ladybird Lane	La Jolla	CA	92037
08/07/2019	Gluss	Robert	1086 Skylark Drive	11 View Street	Los Altos	CA	94022
08/12/2019	Schlosser	Robertta B.	5570 Warbler Way	5570 Warbler Way	La Jolla	CA	92037
08/13/2019	Ripier	Stephanie M.	5452 Moonlight Lane (V: 2131 Diamond		San Diego	CA	92109
08/15/2019	Sasso	Eric	838 Lamplight Drive	838 Lamplight Drive	La Jolla	CA	92037

08/19/2019	Lingel Bedell	Kimberly	5615 Ladybird Lane	290 Red Hawk Pl	Watsonville	CA	95076
08/23/2019	Gahala	Jacqueline R.	5550 Warbler Way	3002 Fox Glen Ct	Saint Charles	IL	60174
09/10/2019	Hood	Randall	5515 Ladybird Lane	2647 Gateway Rd. Ste 105-545	Carlsbad	CA	92009
08/26/2019	Brown	Carl S.	5661 Ladybird Lane	2581 Park Ave	Laguna Beach	CA	92651