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FIRST RESTATED

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

COSTA SERENA

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

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FIRST RESTATED
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
COSTA SERENA

WHEREAS, all of the Lots within the Costa Serena Community are governed by the Declaration of Restrictions ("DoR's"), first recorded on or about April 6, 1971, as Document No. 67103 in the Official Records of San Diego County, California. The Declaration of Restrictions was later re-recorded against subsequently annexed Lots, most recently re-recorded on July 6, 1973, as Instrument No. 73-186901 in the Official Records of San Diego County, California. The Declaration of Restrictions was thereby extended pursuant to that certain Extension of Declaration of Restrictions, recorded on or about September 25, 2006, as Instrument No. 2006-0681781 in the Official Records of the County of San Diego, California. The Original Declaration was amended as follows: Amendment No. 1 recorded on August 19, 1987, as Instrument No. 87-470409 in the Official Records of San Diego County, California; Amendment No. 2, recorded on March 3, 1986, as Instrument No. 86-082339 in the official records of San Diego County, California; Amendment No. 3 recorded on April 22, 1999, as Instrument No. 99-0269569 in the Official Records of San Diego County, California; and Amendment No. 4, recorded on July 19, 2013, as Instrument No. 2013-0451537 in the Official Records of San Diego County, California (herein collectively referred to as "Original Declaration"). The Original Declaration and any other amendments not specifically set forth herein but recorded prior to the date of the recording of this instrument, is hereby superseded, amended, and restated in its entirety to read as follows:

RECITALS

(A) WHEREAS, the Original Declaration established COSTA SERENA ARCHITECTURAL COMMITTEE ("Committee") to enforce all of the conditions and restrictions contained in the Original Declaration upon certain real property ("Development") subject to the Original Declaration, plus all annexations to the Development. The Development subject to this Declaration is legally described in **Exhibit "A"** to this First Restated Declaration.

(B) WHEREAS, the Development consists in total of six hundred and ninety-six (696) Lots, including a Residence and other Improvements constructed thereon.

(C) WHEREAS, the property was developed for and at all times since development has been utilized as housing for senior citizens.

(D) WHEREAS, California *Civil Code* Section 51.3 permits a senior citizen housing development to enforce age restrictions as set forth in that section.

(E) WHEREAS, the Development was originally conveyed, subject to certain protective covenants, conditions, restrictions, and reservations, as set forth in the Original Declaration referred to above, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development and all of which shall run with the Development and be binding on all parties having or acquiring any right, title or interest in the Development, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

(F) WHEREAS, the Committee now desires to amend and restate the Original Declaration and replace it in its entirety with this First Restated Declaration of Covenants, Conditions, and Restrictions, and that upon recordation of same, the Development shall be subject to the covenants, conditions, restrictions, rights, reservations, equitable servitudes, and charges contained herein.

ARTICLE I

DEFINITIONS

Section 1.1. "**City**" means the City of Oceanside and its various departments, divisions, employees and representatives.

Section 1.2. "**Committee**" means COSTA SERENA ARCHITECTURAL COMMITTEE, an unincorporated association.

Section 1.3. **"Common Wall"** means the common wall between two (2) garages of two (2) Residences.

Section 1.4. **"Common Wall Roofmates"** means the Owners of attached Residences on two (2) Lots.

Section 1.5. "**County**" means the County of San Diego, State of California, and its various departments, divisions, employees, and representatives.

Section 1.6. "**Declaration**" means this instrument, including all of the Exhibits referred to herein (all of which shall be deemed incorporated herein by reference), as the same may be amended from time to time. The "Original Declaration" means and refers to the document(s) referenced in the preamble to this Declaration.

Section 1.7. "**Development**" means all parcels of real property described and identified in Exhibit "A" hereof, together with all buildings, structures, utilities, and all other improvements now located or hereafter constructed or installed thereon, and all appurtenances thereto.

Section 1.8. "**Improvements**" means all structures and appurtenances thereto of every type and kind in the Property, including but not limited to, Residences and other buildings, outbuildings, walkways, utility installations, swimming pools, garages, roads, sidewalks, walkways, driveways, parking areas, fences, screening walls, block walls, retaining walls, awnings, patio covers, stairs, decks, landscaping, hedges, slopes, windbreaks, the exterior surfaces of any visible structure, paintings, planted trees and shrubs, irrigation systems, antennae, poles, signs, solar or wind powered energy systems or equipment, and water softener, heater or air conditioning and heating fixtures or equipment; the demolition or destruction by voluntary action of any structure or appurtenance thereto of every type and kind; the grading, excavation, filling or similar disturbance to the surface of the land including, without limitation, change of grade, change of ground level, change of drainage pattern or change of stream bed; landscaping, planting, clearing or removing of trees, shrubs, grass or plants; and any change or alteration of any previously approved Improvement including any change of exterior appearance color or texture.

Section 1.9 "**Invitee**" means any tenant, guest, or other resident authorized to access a Lot, as defined in this Declaration.

Section 1.10. "**Lot**" means any parcel of real property designated by a number on the Subdivision Map for any portion of the Development. When appropriate within the context of the Declaration, the term "Lot" shall also include the Residence and other Improvements constructed or to be constructed on a Lot. For purposes of the Declaration, "Lot" does not exclude the parcel on which the tax assessment is based.

Section 1.11. "**Owner**" means any person, firm, corporation, trust, or other entity which owns a fee simple interest in a Lot which is part of the Development. "**Owner of Record**" includes an Owner and means any person, firm, corporation, trust, or other entity in which title to a Lot is vested as shown by the official records of the Office of the County Recorder, County of San Diego. Where the context indicates, the term "Owner" shall also include all family members, guests, residents, tenants, and occupants of a Lot.

Section 1.12. **"Policies and Procedures Operating Basis of the Committee"** shall refer to the procedure manual governing certain policies and operating procedures of the Committee. The Policies and Procedures Operating Basis of the Committee is available for inspection by any Owner, at a reasonable place and time as determined by the Committee.

Section 1.13. "**Quorum**" means a majority of Committee members who are present at a duly held meeting. An action taken by a quorum of Committee members at a duly held meeting is the act of the Committee.

Section 1.14. "**Residence**" means a private, single-family dwelling constructed on a Lot.

Section 1.15. "**Rules and Regulations**" means the rules and regulations adopted by the Committee from time to time.

ARTICLE II

COMMITTEE - NUMBER, ELECTION, AND DUTIES

Section 2.1. Number and Qualifications of Committee Members. The Committee shall consist *at least* five (5) members unless changed by amendment to this section of the Declaration.

(A) Committee members must be Owners of Lots in the Development.

(B) Only one Owner per Lot shall be eligible to serve on the Committee at any time.

Section 2.2. Term of Office. The terms of Committee members shall be term staggered. In the event the staggered terms of Committee members get off track, the Committee may shorten a Committee member's term in a reasonable manner to re-establish staggered terms.

(A) Each Committee member shall serve a two (2) year term. Appointed Committee members shall serve until the next election.

(B) All Committee members shall hold office until their term expires or until their position is declared vacant.

(C) There are no limits on how many terms a Committee member may serve.

Section 2.3. Owner Voting Rights. On each matter submitted to a vote of the Owners, whether at a meeting or otherwise, each Owner shall be entitled to cast one (1) vote for each Lot owned by such Owner. If more than one person owns a Lot, all of those persons shall be deemed to be one (1) Owner for voting purposes. Ownership of a Lot shall give rise to a single membership vote in the Association.

Section 2.4. Joint Owner Disputes. The vote for each Lot shall be cast as a single vote, and fractional votes shall not be allowed. If joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, such joint Owners shall lose their right to vote on the matter in question. If any Owner casts a vote representing a certain Lot, it will thereafter be conclusively presumed for all purposes that he, she, or they were acting with the authority and consent of all other Owners of the same Lot.

Section 2.5. Election of Committee Members.

(A) Committee elections shall be held on an annual basis in accordance with the Policies and Procedures Operating Basis of the Committee and in accordance with the laws of the State of California.

(B) At such election, the Owners may cast, in respect to each vacancy on the Committee, as many votes as they are entitled to cast under the provisions of the Declaration. The candidates receiving the highest number of votes shall be deemed elected to the Committee.

(C) Committee members shall hold at least one of the following six (6) positions:

(1) Chairperson

(2) Secretary

(3) Treasurer

(4) Age Compliance

(5) Landscape Compliance

(6) Permits

Section 2.6. Subordinate Appointments. The Committee may appoint such other positions as the business of the Committee may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Committee may from time to time determine is in the best interest of the Development.

Section 2.7. Vacancies. Vacancies on the Committee created by death, resignation, or incapacity may be filled by a majority vote of a quorum of the remaining Committee members or, if the number of Committee members then in office is less than a quorum, by one of the following:

(A) The unanimous written consent of the Committee members then in office;

(B) The affirmative vote of a majority of the Committee members then in office at a meeting held pursuant to notice or waivers of notice complying with Section 7211 of the *Corporations Code*; or

(C) A sole remaining director.

Section 2.8. Duties/Purpose of the Committee. The Committee is responsible to enforce, and enable the Owners to enforce, any or all of the conditions and restrictions contained in this Declaration (including age verification in order to prove senior citizen, qualified permanent resident, and permitted health care provider status) and in any reasonable Rules and Regulations adopted and promulgated by the Committee, as provided in Subsection (a) of this Section. The Committee derives its authority from, and is accountable to, the Owners within COSTA SERENA, California Department of Fair Employment and Housing (DFEH), and the United States Department of Housing and Urban Development (HUD). Enforcement of these restrictions shall

be as set forth in this Declaration, the Rules and Regulations, and/or Policies and Procedures Operating Basis of the Committee.

(A) **Rules and Regulations**: The Committee may adopt and be entitled to modify and enforce Rules and Regulations ("Rules") as it deems reasonable. The Rules shall govern the Costa Serena senior community. However, the Rules shall not be inconsistent with the Governing Documents and applicable laws, nor shall such Rules materially alter any provisions of the Declaration. In case of any conflict between any of the Rules and any other provisions of this Declaration, the conflicting Rule shall be deemed to be superseded by the provisions of this Declaration. Notwithstanding any provision of this Declaration to the contrary and to the extent *Civil Code* Section 4340, *et seq.*, is applicable to the Rules and Regulations, any rule considered to be an operating rule under *Civil Code* Section 4340, *et seq.*, may not be adopted, changed, or amended except by and pursuant to the procedures set forth in *Civil Code* Section 4340, *et seq*, or any succeeding statute. A copy of the Rules, as adopted, amended, or repealed, shall be mailed, or otherwise delivered, to each Owner within fifteen (15) days of adoption by the Committee.

(1) **Committee Authority to Assess Fines**: The Committee may adopt, and is entitled to enforce, a fine and enforcement policy and shall have the power and authority to assess fines in accordance with such policy against Owners for failure to comply with the conditions and restrictions in the Declaration, Rules and Regulations, and/or Policies and Procedures Operating Basis of the Committee.

Section 2.9. Committee Meetings. The Committee shall meet from time to time as necessary to perform its duties hereunder. The vote or written consent of a majority of a quorum of the Committee members at a duly held meeting of the Committee shall constitute the act of the Committee, unless the unanimous decision of the Committee is required by any other provision of the Declaration. The Committee shall keep and maintain a written record of all actions taken by it at such meetings or otherwise. Members of the Committee shall not receive any compensation for services rendered.

ARTICLE III

USE RESTRICTIONS

Section 3.1. Senior Citizen Housing Community. The Development is a "Senior Citizen Housing Community" as authorized by California *Civil Code* Section 51.3 and as set forth herein.

(A) For the purposes of this Section, the following definitions apply:

(1) "Qualifying resident" or "senior citizen" means a person 55 years of age or older residing in the Development.

(2) "Qualified permanent resident" means a person who meets both of the following requirements:

(a) Was residing with the qualifying resident or senior citizen prior to the death, hospitalization, or other prolonged absence of, or the dissolution of marriage with, the qualifying resident or senior citizen.

(b) Was 45 years of age or older, or was a spouse, cohabitant, or person providing primary physical or economic support to the qualifying resident or senior citizen.

(3) "Qualified permanent resident" also means a disabled person or person with a disabling illness or injury who is a child or grandchild of the senior citizen or a qualified permanent resident as defined in paragraph (2) who needs to live with the senior citizen or qualified permanent resident because of the disabling condition, illness, or injury. For purposes of this section, "disabled" means a person who has a disability as defined in subdivision (b) of Section 54. A "disabling injury or illness" means an illness or injury which results in a mental or physical condition meeting the definition of disability set forth in subdivision (b) of Section 54 of the *Civil Code*.

(a) For any person who is a qualified permanent resident under this paragraph whose disabling condition ends, the Owner or the Committee may require the formerly disabled resident to cease residing in the Development upon receipt of six (6) months' written notice; provided, however, that the Owner or Committee may allow the person to remain a resident for up to one (1) year after the disabling condition ends.

(b) The Owner or the Committee may take action to prohibit or terminate occupancy by a person who is a qualified permanent resident under this paragraph if the Owner or the Committee finds, based on credible and objective evidence, that the person is likely to pose a significant threat to the health or safety of others that cannot be ameliorated by means of a reasonable accommodation; provided, however, that the action to prohibit or terminate the occupancy may be taken only after doing both of the following: (i) Providing reasonable notice to and an opportunity to be heard for the disabled person whose occupancy is being challenged, and reasonable notice to the coresident parent or grandparent of that person. (ii) Giving due consideration to the relevant, credible, and objective information provided in the hearing. The evidence shall be taken and held in a confidential manner, pursuant to a closed session, by the Owner or the Committee in order to preserve the privacy of the affected persons. The affected persons shall be entitled to have present at the hearing an attorney or any other person authorized by them to speak on their behalf or to assist them in the matter.

(4) "Cohabitant" refers to persons who live together as spouses or persons who are domestic partners within the meaning of Section 297 of the Family Code.

(5) "Permitted health care resident" means a person hired to provide live-in,

long-term, or terminal health care to a qualifying resident, or a family member of the qualifying resident providing that care. For the purposes of this section, the care provided by a permitted health care resident must be substantial in nature and must provide either assistance with necessary daily activities or medical treatment, or both. All permitted health care residents shall provide an updated application to the Committee on an annual basis confirming continuing permitted health care resident status. A permitted health care resident shall be entitled to continue his or her occupancy, residency, or use of the dwelling unit as a permitted resident in the absence of the senior citizen from the dwelling unit only if both of the following are applicable:

(a) The senior citizen became absent from the dwelling unit due to hospitalization or other necessary medical treatment and expects to return to his or her residence within 90 days from the date the absence began.

(b) The absent senior citizen or an authorized person acting for the senior citizen submits a written request to the Owner or the Committee stating that the senior citizen desires that the permitted health care resident be allowed to remain in order to be present when the senior citizen returns to reside in the development. Upon written request by the senior citizen or an authorized person acting for the senior citizen, the Owner or the Committee shall have the discretion to allow a permitted health care resident to remain for a time period longer than 90 days from the date that the senior citizen's absence began, if it appears that the senior citizen will return within a period of time not to exceed an additional ninety (90) days.

(B) One person in each Residence shall be a senior citizen who intends to reside in the Residence as his or her primary residence on a permanent basis. Any other occupant in the same Residence shall be a qualified permanent resident, a permitted health care resident, or a person under 55 years of age whose occupancy is permitted under *Civil Code* Sections 51.3(h) and 51.4(b).

(C) Temporary residency, as a guest of a senior citizen or qualified permanent resident, by a person of less than 55 years of age is allowed for a maximum of sixty (60) days in any year.

(D) Upon the death or dissolution of marriage, or upon hospitalization, or other prolonged absence of the qualifying resident, any qualified permanent resident shall be entitled to continue his or her occupancy, residency, or use of the Residence as a permitted resident. This subdivision shall not apply to a permitted health care resident.

(E) The occupancy of a Residence by a permitted health care resident is allowed during any period that the person is in fact providing live-in, long-term, or hospice health care to a qualifying resident for compensation. For purposes of this subdivision, the term "for compensation" shall include provisions of lodging and food in exchange for care.

Section 3.2. Residential Use Required. Each Residence shall be used for residential purposes only and no commercial business shall be conducted on any Lot if it materially impacts the Development (e.g., frequent deliveries, employees or client traffic, increased noise, or materials,

etc.). No tents, shack, trailer, or basement shall be used on any Lot as a residence, either temporarily or permanently, nor shall any residence of a *temporary* character be constructed, placed, or erected on any Lot.

(A) **Accessory Dwelling Units / Junior Accessory Dwelling Units**. No garage, independent structure, or Improvement shall be converted to or used on any Lot as a residence, including conversion to and/or new construction / manufacture of accessory dwelling units ("ADU") or junior accessory dwelling units ("JADU"), unless the plans and specifications, locating plat, and color scheme showing the nature, shape, kind, dimensions, materials, and location of the same shall have been first submitted to, and permits have been issued in writing by, the Committee in accordance with Article IV and final certification and required permitting are confirmed by the City. Final Committee approval of the plans and specifications (and the issuance of written permits) for garage-to-ADU/JADU conversions or new construction / manufacture of an ADU or JADU on a Lot shall be contingent upon final written certification by the City and proof of Owner's adherence to all City ordinances and permitting requirements. All plans and specifications shall conform with City setback requirements and design aesthetics in the Costa Serena community, as determined by and in the sole discretion of the Committee.

Section 3.3. Lessee/Tenant Bound by Declaration. Each Owner shall have the right to lease his or her Lot, provided that such lease is in writing and provides that the tenant shall be bound by and obligated to the provisions of the Declaration. Owners and their tenants shall comply with the Costa Serena age restrictions in Section 3.1 of this Declaration and California *Civil Code* Section 51.3. Owners and their tenants shall comply with Committee requests for age-verification certification, including compliance with Committee requests for completion of tenant age-verification forms provided by the Committee. The prohibition on short term rentals and the rental term limits in Section 3.4 of the Declaration shall apply to the lease or rental of the Residence and to the lease or rental of Committee-approved and City-certified accessory dwelling units ("ADUs") and junior accessory dwelling units ("JADUs").

Section 3.4. Short Term Rentals Prohibited / Acceptable Rental/Lease Terms. Lease or rental terms for a Lot shall be for a period of *at least* thirty-one (31) days or more. Lease or rental terms of thirty (30) days or less (i.e., short term rentals) are strictly prohibited within the Development. Owners shall provide new tenant or new resident information, including name, address, and age verification, to the Committee prior to the tenant(s) occupancy.

Section 3.5. Pets. Animals may be kept on the Lots in accordance with the provisions of the City's current codes and ordinances. No animals, including both exotic and domestic, shall be raised, kept, bred, or maintained on a Lot for commercial purposes. No more than three (3) dogs shall be kept on a Lot. No pet, regardless of size or type, shall be permitted to be kept within any portion of the Development if it makes excessive noise or otherwise constitutes an unreasonable annoyance, nuisance or danger to other Owners or residents. The keeping of pets and their licensing, ingress, egress, and travel upon the Development shall be in accordance with all applicable state and local laws and ordinances. Each Owner must immediately clean up after their

pet. Pets are allowed outside the Lots only if they are leashed and are otherwise under the supervision and restraint of their Owners.

Section 3.6. No Livestock or Poultry. No livestock or poultry of any kind shall be raised, bred, maintained, or kept on any Lot under *any* circumstances.

Section 3.7. Commercial Signs. Commercial signs and flags (other than real estate "For Sale" signs) that display a message on behalf of a company or individual (indicating an intent to make a profit) are banned from the Development. An Owner or his or her agent may display or have displayed on the Owner's Lot signs which are reasonably located, in plain view of the public, are of reasonable dimensions (i.e., 18" by 24") and design, and do not adversely affect public safety, including traffic safety, as determined by the City, County, or City and County, advertising the following:

(A) That the property is for sale, lease, or exchange by the Owner or his or her agent.

(B) Directions to the Lot.

(C) The Owner's or agent's name.

(D) The Owner's or agent's address and telephone number.

Section 3.8. Antennas and Satellite Dishes. No Owner may install a video or television antenna or satellite dish which has a diameter or diagonal measurement of greater than thirty-six (36) inches in diameter. Owners may install a video or television antenna, including a satellite dish, that has a diameter or diagonal measurement of thirty-six (36) inches or less in diameter. It is preferred that the installation of an antenna or satellite dish that is thirty-six (36) inches or less in diameter be installed in the back, or not visible by the street, provided that the installation of the device in the preferred location does not preclude an acceptable signal or unreasonably increase the cost or cause unreasonable delay in the installation of same. These restrictions are subject to change based on federal and state law.

Section 3.9. Vehicles and Parking. The following parking and vehicle restrictions shall apply within the Development:

(A) Vehicles shall be parked in designated areas so as not to obstruct free traffic flow, constitute a nuisance, violate the Rules and Regulations, or otherwise create a safety hazard.

(B) Vehicles shall not park in fire lanes at any time and will be subject to tow at the Owner's expense.

(C) All parking of recreational vehicles, boats, motor homes, trailers, commercial vehicles, or any other special vehicles in the Development shall adhere to state and local laws. For purposes of this sub-section, "commercial vehicles" shall not include sedans or standard size

pickup trucks or sport utility vehicles which are used both for business and personal use, provided that any signs or markings of a commercial nature on such vehicles shall be unobtrusive and inoffensive as determined by the Committee.

(D) No Owner shall store or allow to remain within the Development any inoperable or unregistered vehicle unless such Owner obtains written approval from the Committee.

(E) No Owner nor any member of his or her family nor any of his or her guests, tenants, agents, licensees, or employees shall park or cause to be parked, left, or abandoned any vehicle in such a manner as to impede or prevent ready ingress, egress, or passage to, from, or over driveways and sidewalks within the Development. Owners shall park vehicles on driveways in a manner that does not block sidewalks and/or impede pedestrian traffic. Owners who park their vehicles, even partially, over sidewalks are in violation of California Vehicle Code §22500 and shall be reported to City authorities.

(F) City of Oceanside Parking Permit Requirements: Owners shall adhere to all City of Oceanside ordinances and regulations on streets whereon Owners, residents, and guests are required by the City of Oceanside to maintain and display parking permits.

Section 3.10. Solar Energy Systems. Installations of solar energy systems on Lots are subject to the Architectural Committee provisions in Article IV and all applicable laws. The Committee may impose reasonable restrictions on the installation of solar energy systems that do not significantly increase the cost of the system or significantly decrease its efficiency or specified performance, or that allow for an alternative system of comparable cost, efficiency, and energy conservation benefits. If an application is not approved or denied by the Committee in writing within forty-five (45) days from the date of receipt of the application, the application shall be deemed approved, unless that delay is the result of a reasonable request for additional information.

Section 3.11. Rubbish, Trash, and Garbage. All rubbish, trash and garbage shall be removed no less than weekly from the Lot and shall not be allowed to accumulate outside of any Residence and/or upon any Lot. No rubbish or debris of any kind shall be dumped, placed, or permitted to accumulate upon any portion of the Development. If a Residence is in the process of construction on any Lot, a dumpster must be placed on the Lot and dumped regularly. All dumpsters shall be securely covered to prevent the escape of trash, debris, and waste onto Lots and contiguous streets. Trash cans shall be securely covered, and trash shall be stored out of view when it is not trash pick-up day.

Section 3.12. Nuisance. No noxious, illegal, or materially offensive activities shall be carried out or conducted upon any Lot or in any part of the Development, nor shall anything be done within the Development which shall unreasonably interfere with any other resident's right to quiet enjoyment. No Owner or occupant of a Residence may use or allow the use of the Residence or any portion of the Lot in any way or for any purpose which may endanger the health or unreasonably annoy or disturb other Owners or occupants of a portion of the Lot; or in such a way

as to constitute, in the sole discretion of the Committee, a nuisance. Nothing herein, however, shall be construed to affect the rights of an aggrieved Owner to proceed individually for relief from interference with his or her property or personal rights.

Nothing shall be done on any Lot or in any Residence which may impair the structural integrity of any building, or which would structurally change any building located therein.

Section 3.13. Unsightly or Unkempt Conditions. The pursuit of activities, including without limitations, the assembly and/or disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Lot nor on or within any part of the Development. **No storage allowed in driveways.** Owners shall use driveways only for the parking of vehicles. Owners shall not maintain storage containers or storage of any kind on driveway areas on Lots.

Section 3.14. Dangerous Use of Lots. Nothing shall be done or kept on any Lot which will increase the rate of insurance on the total building, without the prior written consent of the adjacent Owner(s). No Owner shall permit to be done or kept in his or her Residence or upon his or her Lot anything which will result in the cancellation of insurance on the total dwelling, or which would be in violation of any law.

Section 3.15. Oil Drilling/Water Wells. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind, shall be permitted upon any Lot or in the Development, nor shall oil wells, tanks, tunnels or mineral excavations or shafts be permitted upon any Lot. No derrick or other structures designed for use in boring for water, oil or natural gas shall be erected, maintained, or permitted anywhere upon any Lot. No well to produce, or from which there is produced, water shall be operated on any Lot.

Section 3.16. Tents for Vehicles Not Allowed: The use of tents or other temporary structures to cover vehicles are strictly prohibited on Lots in the Development.

Section 3.17. No Solicitations. Door to door solicitations is prohibited within the Costa Serena community.

ARTICLE IV

ARCHITECTURAL RESTRICTIONS

Section 4.1. Architectural Committee Permits.

(A) Notwithstanding anything contained in the Declaration expressly or impliedly to the contrary, no building, fence, wall or other structure or Improvement shall be constructed or maintained upon the Development, nor shall any exterior addition, change or alteration be made in, on or to the Development, or any part thereof, including without limitation painting, repainting and all Improvements referred to herein, until the plans and specifications, locating plat and color

scheme showing the nature, shape, dimensions, materials and location of the same shall have been submitted to and permits have been issued, in writing, by the Committee. The issuance of permits by the Committee shall be based, among other things, on conformity and harmony of design and location in relation to surrounding Improvements, effect on location and use of Improvements and landscaping on neighboring property, aesthetic beauty, assurance of adequate access to the Committee in connection with the performance of its duties and the exercise of its powers under the Declaration. The Committee shall determine whether or not the prevention or removal of any unauthorized and unapproved constructions of Improvements should be undertaken. The Committee may then exercise all available legal and equitable remedies to prevent or remove any unauthorized and unapproved construction of Improvements on the Development property or any portion thereof.

For purposes of the Declaration, the term "Improvement," as defined under Section 1.9 of this Declaration, includes, but is not limited to, the construction, installation, alteration, or remodeling of any buildings, storage sheds, garages, walls, garage doors, fences, swimming pools, spas, roads, driveways, alleys, ditches, culverts, parking areas, screening walls, retaining walls, stairs, decks, hardscape structures, windbreaks, drainage facilities, utility lines, and air conditioners or air conditioning systems. In no event shall the term "Improvement" be interpreted to include projects which are restricted to the interior of any Residence.

(B) The Committee shall, in writing, approve or disapprove plans and specifications submitted to it within thirty (30) days of receipt of such plans and specifications, the sole exception being the submittal of plans and specifications for the installation of solar energy systems, for which the Committee shall approve or disapprove such plans and specifications in writing within forty-five (45) days of receipt, as provided in Section 3.11. If a plan is approved, the Committee shall issue a permit to the applicant. If a plan is disapproved, the disapproval must include a description of why the plan was disapproved and a description of the procedure for reconsideration of the decision by the Committee. In the event the Committee fails to approve the submitted plans within thirty (30) days, the applicant may send written notice, via certified mail, to the Committee advising that the plans will be deemed approved if not disapproved within thirty (30) days from the receipt of said certified letter if said Improvements conform to, and are in harmony with, the overall design and style established by the Committee. In the event the Committee fails to approve the submitted plans and specifications for the installation of a solar energy system with forty-five (45) days of receipt, such plans and installation shall be deemed approved by operation of law unless that delay is the result of a reasonable request for additional information, as provided in Section 3.11 of this Declaration and *Civil Code* Section 714.

(C) Once a work of Improvement has been duly approved by the Architectural Committee, and a permit issued by the Committee, no material modifications shall be made in the approved plans and specifications thereof and no subsequent alteration, relocation, addition, or modification shall be made to the work of Improvement, as approved, without a separate submittal to, and review and approval by, the Committee. If the proposed modification will have, or is likely to have, a material effect on other aspects or components of the work, the Committee, in its

discretion, may order the Owner, his or her contractors and agents to cease working not only on the modified component of the Improvement, but also on any other affected component.

(D) An Owner shall first obtain building permit(s) from the City and/or other approval(s) of any kind that may be required from the City before such Owner's plans, specifications, plats, and schemes pursuant to this paragraph are submitted to the Committee for review and approval. Notwithstanding the foregoing, prior to an Owner submitting plans, specifications, plats, and/or schemes to the Committee pursuant to this Article, such Owner shall consult the City's staff to identify and determine all regulations, standards, guidelines, and other criteria that will be applicable to such Owner and the approval which such Owner intends to request of the Committee. All Improvements shall comply with current City ordinances and codes.

Section 4.2. Architectural Committee Guidelines / Rules. The Committee may, from time to time, and in its sole and absolute discretion, adopt, amend, and repeal Architectural guidelines or rules which shall set forth the standards and procedures for Committee review and the guidelines for design and placement of Improvements and/or alterations. These rules are included in the Policies and Procedures Operating Basis of the Committee.

Section 4.3. Variances. The Committee shall be entitled to allow reasonable variances with respect to this Article in order to overcome practical difficulties and avoid unnecessary hardships, provided that the following conditions are met:

(A) If the requested variance will necessitate deviation from, or modification of, a property use restriction that would otherwise apply under the Declaration, the Committee must conduct a hearing on the proposed variance after giving at least 10 days' prior written notice to all Common Wall Roofmates, as defined in Section 1.4, of the Lot for which the variance applies. The Owners receiving notice of the proposed variance shall have 30 days in which to submit written comments or objections to the Committee with respect to the variance. No decision shall be made with respect to the proposed variance until the 30-day comment period has expired.

(B) The Committee must make a good faith determination that:

(1) The requested variance does not constitute a material deviation from the overall plan and scheme of development within the Development or from any restriction contained herein or that the proposal allows the objectives of the violated requirements to be substantially achieved despite noncompliance; or

(2) The variance relates to a requirement hereunder that it is unnecessary or burdensome under the circumstances; or

(3) The variance, if granted, will not result in a material detriment, or create an unreasonable nuisance, with respect to any other Residence or Owner within the Development.

Section 4.4. Waiver. The approval by the Committee of any plans, drawings, or specifications for any work done or proposed, or for any other matter requiring the approval of the Committee shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specification, or matter subsequently submitted for approval.

Section 4.5. Liability. Neither the Committee nor any member thereof shall be liable to any Owner, or to any other party, for any damage, loss, or prejudice suffered or claimed on account of (a) the approval or disapproval of any plans, drawings, or specifications, or (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications; provided that with respect to the liability of a member, such member has acted in good faith on the basis of actual knowledge possessed by him or her.

Section 4.6. Completion of Improvements. Unless expressly extended in writing by the Committee, all Improvements shall be completed within the time frame specified in the permit.

Section 4.7. Inspection. Any member or agent of the Committee may, from time to time, at any reasonable hour or hours and upon forty-eight (48) hour notice, enter and inspect any Lot for the purpose of carrying out its duties herein. Notwithstanding the foregoing, no notice is required in the case of an emergency for which damage to person and/or property is imminent.

Section 4.8. Architectural Restrictions. The following specific architectural restrictions apply:

(A) New Buildings Only. No building of any kind shall be moved from any other place onto any of said Lots, or from a Lot onto another Lot. Nothing in this provision is intended to conflict with City and County ordinances and/or state laws regarding the manufacture, transport, and installation of manufactured homes onto Lots as a City-certified and validly permitted accessory dwelling unit ("ADU") or junior accessory dwelling unit ("JADU").

(B) Height Limit of Residences. No Residence shall be more than one (1) story in height without the prior, written approval of the Architectural Committee. For purposes of this restriction, one story in height shall mean not exceeding thirteen (13) feet in height, measured from the top of the foundation to the apex of the roofing material.

ARTICLE V

MAINTENANCE RESPONSIBILITIES

Section 5.1. Owner Maintenance Responsibilities.

(A) Lots and Residences. Each Owner shall be responsible for the maintenance and repair of his or her Lot and Residence and shall maintain the same in a neat, orderly, and attractive condition and in such a manner as to enhance its appearance. This obligation shall include, without limitation, the maintenance and repair of the foundation, roof, exterior building surfaces,

doors, windows, and all plumbing, electrical, heating, air conditioning, and other utility systems serving the Lot and located anywhere upon the Lot.

Notwithstanding the foregoing, each Owner shall plant, keep, maintain, water, and replant all landscaping located on his or her Lot, so as to prevent erosion and create an attractive appearance. No structure, planting, or other material shall be placed or permitted to remain, and no activities shall be undertaken, on any of the slope banks, which may damage or interfere with established slope banks, create erosion or sliding problems, or which may change the direction or flow of drainage channels or obstruct or retard the flow of water through drainage channels. The Committee shall determine whether the provisions of this Section are complied with, and each Owner shall promptly perform, or conform to, all directives issued by the Architectural Committee with respect thereto.

Each Owner shall keep his or her Lot free and clear of all weeds and rubbish and do all other things necessary or desirable to keep such Lot neat, in good order and condition, and properly planted and landscaped.

Section 5.2. Failure of Owner to Carry Out Maintenance / Architectural Responsibilities.

(A) Notice of Work to Defaulting Owner. In the event that the Committee, in its sole discretion, determines that painting, maintenance, landscaping, or repair of a Lot (including the Residence and yard) is reasonably necessary to preserve the appearance and value of such Lot or the appearance or value of an adjoining Lot, the Architectural Committee shall give written notice of the necessity of such work to the Owner of such Lot, in which event said Owner shall be obligated, at his or her sole cost and expense, to perform said work. If the Owner of said Lot shall have failed or refused to perform said work within a reasonable time after the aforesaid written notice, the Committee may then execute a notice of violation and hearing and intent to levy a fine, per Article 9 of this Declaration, stating that the painting, maintenance, landscaping, or repair which the Committee has determined to be necessary was not performed within a reasonable time after such written notice. After notice and hearing and levying of a fine against the Owner of said Lot, if the Owner continues to fail or refuse to perform such necessary work, the Committee, at its sole discretion, may file a civil enforcement action for damages and injunctive relief against the Owner. The prevailing party in such civil enforcement action shall recover reasonable attorneys' fees and costs that arise from the Owner's failure or refusal to perform said work.

Section 5.3. Common Walls.

(A) General Rules of Law to Apply. The general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply to the Common Walls.

(B) Alteration/Construction. Nothing shall be altered or constructed in or removed from the Common Wall, except upon the written consent of both Lot Owners.

(C) Entry for Repairs. Upon reasonable notice, adjoining Owners of Lots may enter the opposite adjoining Lot when necessary and in connection with any maintenance or construction connected with the Common Wall. Such entry shall be made with as little inconvenience to the adjoining Owner as practicable, and any damage caused thereby shall be repaired by the entering adjoining Owner at his or her expense.

(D) Repair and Maintenance. The cost of reasonable repair and maintenance of a Common Wall shall be shared by the Owners who make use of the wall in proportion to such use.

(E) Destruction by Fire or Other Casualty. If a Common Wall is destroyed or damaged by fire or other casualty, the Owners thereafter that make use of the wall, shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 5.4. Liability for Damage. Owners shall be responsible to the Committee for repairs necessitated by the act(s) and/or negligence of the Owners, their licensees, residents, tenants, and/or guests.

Section 5.5. Cooperative Maintenance Obligations. To the extent necessary or desirable to accomplish the Committee's maintenance obligations hereunder, individual Owners shall cooperate with the Committee and its agents and maintenance personnel in the prosecution of its work.

(A) **Entry for Necessary Repairs**: Upon reasonable notice to the affected Owner(s), the Committee may enter a Lot when necessary and in connection with an Owner(s) failure to maintain and repair any portion of the Lot as directed in writing by the Committee, per Article IV of this Declaration. Owners shall reimburse the Committee for all associated costs necessary to maintain the Lot in a neat, orderly, and attractive condition and in such a manner as to enhance its appearance in the sole discretion of the Committee.

ARTICLE VI

AMENDMENTS

Section 6.1. General. This Declaration may be amended at any time and from time to time by the affirmative vote, by secret written ballot, of a majority (50% +1) of all Owners entitled to vote and casting ballots. Any amendments shall be effective upon the recording of the amendment with the Office of the County Recorder of San Diego County, California. A certification signed and notarized by the Committee Chairperson and Secretary certifying that the requisite percentage of votes was obtained to adopt any amendment shall be *prima facie* evidence that the amendment was adopted in conformity with this Section.

ARTICLE VII

DESTRUCTION OF LOT IMPROVEMENTS

Section 7.1. Destruction.

In the event of total or partial destruction of any of the Improvements constructed on any Lot(s), the Owner(s) thereof shall reconstruct the same as soon as reasonably possible and substantially in accordance with the original plans and specifications therefor; provided, however, that said Improvements shall be restored so that the exterior appearance thereof substantially resembles their appearance in form and color immediately prior to such destruction.

Section 7.2. Variances. Notwithstanding the foregoing, the Owner of such damaged Improvements may request permission from the Architectural Committee to reconstruct or repair such Improvements in accordance with any new or changed plans and specifications established by the Committee.

ARTICLE VIII

ENFORCEMENT

Section 8.1. Enforcement. Each Owner, lessee, licensee, guest, resident, and occupant of a Lot shall comply with the provisions of the Declaration and the decisions and resolutions of the Committee or its duly authorized agent and/or representative. Failure to comply with any such provisions, decisions, or resolutions of the Committee shall be grounds for an enforcement action by the Committee. The Committee shall have the power and duty to enforce the Declaration by all available legal means, and bring an action in law or in equity, and to utilize any lawful enforcement remedy at its disposal. The Committee, in its own name and on its own behalf, shall have the power to, after Notice and Hearing, (a) take disciplinary action and/or assess monetary fines (per an enforcement and fine policy adopted by the Committee) against an Owner for violation of the Declaration by such Owner or their Invitees, (b) commence and maintain actions for damages or to restrain and enjoin any actual or threatened breach of any provision of the Declaration, and (c) enforce by mandatory injunction, or otherwise, all of the provisions of the Declaration. In addition, the Committee shall have the power to assess monetary fines against any Owner or other Person entitled to exercise such rights or privileges for any violation of the Declaration or Committee resolutions, in accordance with the procedures set forth in this Declaration.

Section 8.2. Reports on Owner Violations. If an Owner deems a breach of these conditions and restrictions has occurred, he or she may, at any time, file in writing a full and detailed report with the Committee.

Section 8.3. Violation of Law. Any violation of any state, municipal or local law, ordinance, or regulation pertaining to the ownership, occupation, or use of the Development or any part

thereof is hereby declared to be a violation of the Declaration and subject to any or all of the enforcement procedures set forth herein.

Section 8.4. No Waiver. The failure of the Committee, or any Owner to enforce any of the provisions contained in the Declaration shall not constitute a waiver of the right to enforce the same thereafter, nor shall such failure result in or impose any liability on the Committee.

Section 8.5. Attorneys' Fees. In the event the Committee, or any Owner, shall commence civil litigation to enforce any of the covenants, conditions or restrictions herein contained, the prevailing party in said action shall be entitled to actual attorneys' fees and costs reasonably incurred.

Section 8.6. Cumulative Remedies. Each and all legal or equitable remedies provided for herein shall be deemed to be cumulative.

ARTICLE IX

GENERAL PROVISIONS

Section 9.1. Notices. Any notice to be given to an Owner concerning amendments to the Declaration shall be in writing and shall be delivered personally or by both certified mail, return receipt requested, and first-class mail, postage prepaid to the latest recorded address in the business records of the Committee. Notice to an Owner concerning amendments to the Declaration may also be given via e-mail, facsimile, or other electronic means, if the recipient has agreed to that method of delivery. Where delivery is made by first-class mail, it shall be deemed to have been delivered forty-eight (48) hours upon deposit into the United States mail. Notice to Owners regarding all additional matters may be delivered generally via the Costa Serena newsletter or email, facsimile, or other electronic means. If a document is delivered by electronic means, delivery is complete at the time of transmission.

Section 9.2. Limitation of Liability. In discharging its duties and responsibilities, the Committee acts on behalf of and as representative of the Owners of Lots. No member of the Committee shall be individually or personally liable or obligated for performance or failure of performance of such duties or responsibilities unless he or she fails to act in good faith and in the best interest of the Costa Serena Development.

Section 9.3. Liberal Interpretation of Declaration. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Development for the mutual benefit of all Owners.

Section 9.4. Severability. Invalidation or reformation of any one of these covenants or restrictions by judgment or court order or otherwise shall in no way affect the application of such provision to other circumstance(s) or any other provision(s) which shall remain in full force and effect.

Section 9.5. Number; Gender. The singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine and neuter shall each include the masculine, feminine or neuter, as the context requires.

Section 9.6. Successors and Assigns. This Declaration shall be binding upon and shall inure to the benefit of all heirs, personal representatives, successors, assigns, personal representatives, grantees, lessees, licensees, and renters of Owners.

Section 9.7. Joint and Several Liability. In the case of Joint Ownership of a Lot, the liability of each Owner and the Owners thereof in connection with the liabilities and obligations of the Owners, set forth in or imposed by the Declaration, shall be joint and several.

[END: FIRST RESTATED CC&Rs PROVISIONS]

CERTIFICATE OF AMENDMENT

We, the undersigned, declare:

1. We are the duly elected and acting Chairperson and Secretary of the COSTA SERENA ARCHITECTURAL COMMITTEE, an unincorporated association; and

2. The foregoing FIRST RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR COSTA SERENA, comprising twenty (20) pages, was duly adopted by a vote of at least a majority of the Owners entitled to vote and casting ballots, per Section 28.1 of the Original Declaration. At least a majority of the total Lots within the Development participated in the vote.

IN WITNESS WHEREOF, I hereunto subscribe my name and affix the seal of said corporation this 14 day of October, 2021.

COSTA SERENA ARCHITECTURAL COMMITTEE

By: Sharon Morrison

Name: SHARON MORRISON, Chairperson

COSTA SERENA ARCHITECTURAL COMMITTEE

By: Theresa Licata

Name THERESA LICATA, Secretary

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 truthfulness, accuracy, or validity of that document.

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

On 14 October, 2021, before me, Daren Vass, Notary Public, personally appeared Sumra Mahmood Ali Hasan Lutfi, 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.

DAREN VASS
COMM. #2284054
NOTARY PUBLIC-CALIFORNIA
SAN DIEGO COUNTY
My Comm. Expires November 21, 2022

Notary Public

(seal)

EXHIBIT "A"

LEGAL DESCRIPTION

Lots 3 through 70, inclusive, of COSTA SERENA UNIT NO. 1, in the City of Oceanside, County of San Diego, State of California, according to Map thereof No. 6892, filed in the Office of the County Recorder of said San Diego County on March 31, 1971.

Lots 71 through 162, inclusive, of COSTA SERENA UNIT NO. 2, in the City of Oceanside, County of San Diego, State of California, according to Map thereof No. *6939,* filed in the Office of the County Recorder of said San Diego County on May 26, 1971.

Lots 164 through 307, inclusive, of COSTA SERENA UNIT NO. 3, in the City of Oceanside, County of San Diego, State of California, according to Map thereof No. 6997, filed in the Office of the County Recorder of said San Diego County on July 27, 1971.

Lots 308 through 435, inclusive, of COSTA SERENA UNIT NO. 4, in the City of Oceanside, County of San Diego, State of California, according to Map thereof No. 7100 filed in the Office of the County Recorder of said San Diego County on October 27, 1971.

Lots 436 through 577, inclusive, of COSTA SERENA UNIT NO. 5, in the City of Oceanside, County of San Diego, State of California, according to Map thereof No. 7220 filed in the Office of the County Recorder of said San Diego County on February 29, 1972.

Lots 578 through 635, inclusive, of COSTA SERENA UNIT NO. 6, in the City of Oceanside, County of San Diego, State of California, according to Map thereof No. 7336 filed in the Office of the County Recorder of said San Diego County on June 29, 1972.

Lots 636 through 727, inclusive, of COSTA SERENA UNIT NO. 7, in the City of Oceanside, County of San Diego, State of California, according to Map thereof No. 7690 filed in the Office of the County Recorder of said San Diego County on July 6, 1973.