

Coronado Shores

FILED MADE BY 123403
BOOK 1071
RECORDED REQUEST OF
TITLE INSURANCE AND TRUST COMPANY

AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS AND GRANT AND
RESERVATION OF EASEMENTS

JUN 11 9 25 AM '71
OFFICIAL RECORDER
SAN DIEGO COUNTY, CALIF.
HAILEY F. HUGH
RECORDER

2200

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS AND GRANT AND RESERVATION OF
EASEMENTS, made this 10th day of June, 1971,
by CORONADO DEVELOPMENT CO., hereinafter referred to as
"DECLARANT", cancels and supersedes in its entirety that
certain "DECLARATION OF COVENANTS, CONDITIONS AND RESTRIC-
TIONS, AND GRANT AND RESERVATION OF EASEMENTS" recorded in
the Office of the County Recorder of San Diego County on
May 1, 1970, as File No. 75989 for Coronado Shores Map
No. 6641 recorded in the Office of the County Recorder of
San Diego County on May 1, 1970, as File No. 75985, as
amended by that certain "FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS AND GRANT AND
RESERVATION OF EASEMENTS" recorded in the Office of the
County Recorder of San Diego County on September 17, 1970,
as File No. 168621.

M. H. STEIN

W I T N E S S E T H:

1. RECITALS, INTENT AND PURPOSE

1.1 Recitals

(a) DECLARANT is the Owner of Lots 1 through 10,
inclusive, of a tract of land known as "Coronado Shores",
in the City of Coronado, County of San Diego, State of
California, according to Map No. 6641 ("the Tract Map")
recorded May 1, 1970 as File No. 75985 in the Office of
the County Recorder of San Diego (said tract of land
hereinafter referred to as "Coronado Shores").

123403

AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS AND GRANT AND
RESERVATION OF EASEMENTS

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND GRANT AND RESERVATION OF EASEMENTS, made this 10th day of June, 1971, by CORONADO DEVELOPMENT CO., hereinafter referred to as "DECLARANT", cancels and supersedes in its entirety that certain "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, AND GRANT AND RESERVATION OF EASEMENTS" recorded in the Office of the County Recorder of San Diego County on May 1, 1970, as File No. 75989 for Coronado Shores Map No. 6641 recorded in the Office of the County Recorder of San Diego County on May 1, 1970, as File No. 75985, as amended by that certain "FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND GRANT AND RESERVATION OF EASEMENTS" recorded in the Office of the County Recorder of San Diego County on September 17, 1970, as File No. 168621.

W I T N E S S E T H:

1. RECITALS, INTENT AND PURPOSE

1.1 Recitals

(a) DECLARANT is the Owner of Lots 1 through 10, inclusive, of a tract of land known as "Coronado Shores", in the City of Coronado, County of San Diego, State of California, according to Map No. 6641 ("the Tract Map") recorded May 1, 1970 as File No. 75985 in the Office of the County Recorder of San Diego (said tract of land hereinafter referred to as "Coronado Shores").

(b) DECLARANT is in the process of subdividing and developing Lot 3 Coronado Shores by constructing thereon a 150 Unit multi-family structure known as CORONADO SHORES CONDOMINIUM ASSOCIATION No. 1.

(c) A DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND GRANT AND RESERVATION OF EASEMENTS covering Coronado Shores was recorded in the Office of the County Recorder of San Diego County on May 1, 1970 as File No. 75989, and a FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND GRANT AND RESERVATION OF EASEMENTS in the Office of the County Recorder of San Diego County on September 17, 1970 as File No. 168621 (said documents hereinafter collectively referred to as "the Declaration").

(d) Paragraph 9 of the Declaration provides:

"That the provisions of this Declaration may be amended, from time to time, by a three-fourths (3/4) majority of the members of the Enforcement Committee excepting where otherwise provided in this Declaration."

Pursuant to Paragraph 4 of the Declaration, DECLARANT created the "Enforcement Committee" referred to in said Paragraph 9, and the following person represents the designated Lots of Coronado Shores which appears after his name on the Enforcement Committee, there having been recorded on October 21, 1970 an acknowledged Notice of Membership of Enforcement Committee of Coronado Shores

in the Office of the San Diego County Recorder at File No. 192855, naming such person as the Enforcement Committee:

<u>Name</u>	<u>Lot No.</u>
Russell Kubovec	1
Russell Kubovec	2
Russell Kubovec	3
Russell Kubovec	4
Russell Kubovec	5
Russell Kubovec	6
Russell Kubovec	7
Russell Kubovec	8
Russell Kubovec	9
Russell Kubovec	10

(e) A meeting of the Enforcement Committee was duly noticed and held on June 9, 1971, at Club House, Lot 3 Coronado Shores

(which is within the City limits of Coronado) at 1:30 P.M. All members of the Enforcement Committee were present and, upon a motion duly made, seconded and unanimously adopted, agreed that the Declarations should be amended and restated in accordance with this AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, AND GRANT AND RESERVATION OF EASEMENTS (hereinafter referred to as "these Basic Covenants, Conditions and Restrictions") and authorized DECLARANT to make these Basic Covenants, Conditions and Restrictions.

1.2 Further Recitals

(a) Lots 1 through 10, inclusive, of Coronado Shores may be developed independently of each other and the provisions of these Basic Covenants, Conditions and Restrictions are intended for the purpose only of establishing those covenants, conditions, restrictions, easements and reservations as are necessary for the use and development of all of said Lots 1 through 10, inclusive, with the express intention that subsequent to the recordation and imposition of these Basic Covenants, Conditions and Restrictions, Supplemental Covenants, Conditions and Restrictions may from time to time be recorded and imposed as to each particular Lot independently, in whole or in part, from all of the other said Lots of Coronado Shores.

(b) DECLARANT hereby declares that said Lots 1 through 10, inclusive, are held and shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied and improved subject to the following limitations, restrictions, covenants and conditions, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement, use and disposition of said Lots and in accordance with and in furtherance of such additional plan or plans as may be developed with respect to each of said Lots, independently of each of the other of said Lots in condominium estates, rental units or otherwise, as may from time to time be determined by the respective Owner or Owners of each of said Lots. All of

the remedies, covenants, conditions, restrictions, easements and reservations provided in these Basic Covenants, Conditions and Restrictions shall run with the land and each Estate therein and shall be binding upon all parties having, or acquiring, any right, title or interest in Coronado Shores or any part thereof, and shall be for the benefit of each Owner of any portion of Coronado Shores, and shall inure to the benefit of and be binding upon each successor in interest of the Owner or Owners thereof; provided, however, that each and every of the Supplemental Covenants, Conditions and Restrictions that may be imposed as to any of said Lots 1 through 10, inclusive, shall not be, nor shall they be deemed to be, a part of these Basic Covenants, Conditions and Restrictions, and the respective Owner or Owners of each individual Lot shall have the sole right to impose such Supplemental Covenants, Conditions and Restrictions and Amendments thereto against the other Owners of the respective Lots. Any change, alteration or modification of these Basic Covenants, Conditions and Restrictions shall be deemed to be an amendment to these Basic Covenants, Conditions and Restrictions and not a part of any Supplemental Covenants, Conditions and Restrictions.

1.3 Intent and Purpose

(a) The Recitals set forth above are hereby expressly incorporated in and made a part of these Basic Covenants, Conditions and Restrictions.

(b) Excepting only where, as herein restricted

in these Basic Covenants, Conditions and Restrictions, DECLARANT for itself and its successors in interest, expressly reserves the right to create and record, from time to time, Supplemental Covenants, Conditions and Restrictions for each individual Lot without the consent of the Owners of any of the other Lots, and the right is herein expressly reserved to alter and amend said Supplemental Covenants, Conditions and Restrictions, as may from time to time be imposed by the DECLARANT and successor Owners of each individual Lot, without the necessity of securing the consent or approval of the Owners of any other individual Lots.

(c) An Easement for private undedicated street and roadway purposes is hereby created for the purpose of ingress and egress across the several Lots of Coronado Shores, as shown on the Map recorded as Map No. 6641 in the Office of the County Recorder of San Diego County on May 1, 1970. Said Easement shall remain in effect so long as these Basic Covenants, Conditions and Restrictions shall remain in effect, and thereafter so long as such means of ingress and egress are reasonably necessary for the convenient use of any of the Lots 1 through 10, inclusive, of Coronado Shores. Said Easement, as to each particular Lot, may be changed, altered and/or modified by the Owner or Owners of the particular Lot upon which the change is to be made, and the consent of the Owners of the remaining Lots shall not be required; provided, however, that no such change, alteration or modification may be made that will substantially impair the right and convenience of ingress

and egress to or upon any adjacent Lot, or other Lots of Coronado Shores, and provided further that no such change, alteration or modification shall be made without the express consent of the City of Coronado. Portions of said street and roadway may be used for parking for the benefit of any of the several Lots, and access into and upon the respective Lots. It is expressly herein provided that the roadway to be used for ingress and egress, as originally constructed, may not conform to and be entirely within the boundaries of the roadway easement as delineated upon the Tract Map. The roadway as originally constructed shall not be changed in its alignment or width without the express consent of the City of Coronado or if so changed shall not cause interference with the ingress and egress to or from any other of the Lots in Coronado Shores, or make it more difficult for such ingress and egress to the other Lots, nor more costly to maintain.

(d) A seawall has been constructed upon portions of Lots 2, 3, 5, 7, 8 and 10 and an Easement is herein created in favor of the respective Owners of all of said Lots 1 through 10, inclusive, to provide for ingress, egress and access to, in and upon and over said seawall in order to afford reasonable use of the adjacent beach areas for the express use and benefit of the Owner or Owners of each of said Lots 1 through 10, inclusive and their licensees, invitees and guests. The Owners of Lots 2, 3, 5, 7, 8 and 10, and each of them, shall not cause and/or suffer the access to, ingress and egress over, upon

and across said seawall to be impaired in any manner so as to interfere with or inconvenience the Owners of all of Lots 1 through 10, inclusive, and their invitees, licensees and guests in their use of said seawall and the beaches adjacent thereto.

(e) The maintenance costs and expenses of those portions of the private undedicated street that are used for roadway purposes and parking purposes, whether completely within the easement shown on the Tract Map or not, and of the entire seawall structure, shall be borne by the Owner or Owners of each of said Lots 1 through 10, inclusive, in the manner provided in Paragraph 3 of these Basic Covenants, Conditions and Restrictions.

2. DEFINITIONS

As used herein or elsewhere in any documents affecting Lots 1 through 10, inclusive, unless otherwise provided or unless context requires otherwise, the following terms shall be defined as in this Article provided:

2.1 "Basic Covenants, Conditions and Restrictions" shall refer only to these covenants, conditions and restrictions as originally recorded and as subsequently amended.

2.2 "Supplemental Covenants, Conditions and Restrictions" shall refer to the covenants, conditions and restrictions which may be imposed by the individual Owners of the individual Lots 1 through 10, inclusive, upon each of said respective Lots, from time to time, pursuant to the authorization for such Supplemental Covenants,

Conditions and Restrictions, as provided in these Basic Covenants, Conditions and Restrictions, and which may be subsequently amended as provided in each of Supplemental Covenants, Conditions and Restrictions that may be imposed as to any of said Lots 1 through 10, inclusive.

2.3 "Owner" shall refer to any person or persons holding record title in fee to any land (as that term is defined in Section 659 of the California Civil Code) which forms all or a portion of any of Lots 1 through 10, inclusive, of Coronado Shores.

2.4 "Mortgage" shall mean the conveyance of all or any portion of any of Lots 1 through 10, inclusive, Coronado Shores to secure the performance of an obligation, which conveyance shall be released or reconveyed upon the due performance of said obligation, and shall include a deed of trust.

2.5 "Mortgagee" shall mean a person or entity to whom a Mortgage is made and shall include the beneficiary of a deed of trust; "Mortgagor" shall mean a person or entity who mortgages his or its property to another or who conveys his or its property to another by a deed of trust.

3. MAINTENANCE AND REPAIR

3.1 Upon the completion of the construction of the 150 Unit multi-family structure known as CORONADO SHORES CONDOMINIUM ASSOCIATION No. 1 and other permanent structures, if any, which are associated with the condominium plans thereof, and as of the date of the close of escrow on the first sale of a Unit in said CORONADO SHORES CONDOMINIUM ASSOCIATION No. 1 to an Owner, the Owner or Owners

of each of the respective Lots 1 through 10, inclusive, of Coronado Shores shall commence to pay the full costs and expenses of maintaining and repairing those portions of the private undedicated roadway referred to in subparagraph 1.3(c) hereof that are used for roadway and/or parking purposes, whether completely within the easement shown on the Tract Map or not, and of the entire seawall structure referred to in subparagraph 1.3(d) hereof. The share of the Owner or Owners of an individual Lot shall be determined in the following manner:

(a) The Owner or Owners of any individual Lot shall pay a proportional share of the share of said costs and expenses which is allocable to the Lot. The proportioned share of any individual Lot of said Lots 1 through 10, inclusive, shall be that percentage of said costs and expenses which results from dividing the total number of units contained (or deemed to be contained)

within all or said Lots 1 through, 10, inclusive, whether improved or not, into the total number of units contained (or deemed to be contained) within said given Lot.

(b) For the purposes of this Paragraph 3.1, an unimproved Lot, as that term is hereinafter defined, shall be deemed to contain a number of units equal to the average number of units contained within all improved Lots, as that term is hereinafter defined.

(c) For the purposes of this Paragraph 3.1, an improved Lot shall refer to each of said Lots 1 through 10, inclusive, when it shall have been improved with the permanent structure or structures intended at the time of construction as complete development of said Lot. Until such time as any one of said Lots 1 through 10, inclusive, shall become an improved Lot, it shall for the purposes of this Paragraph 3 be deemed to be an unimproved Lot.

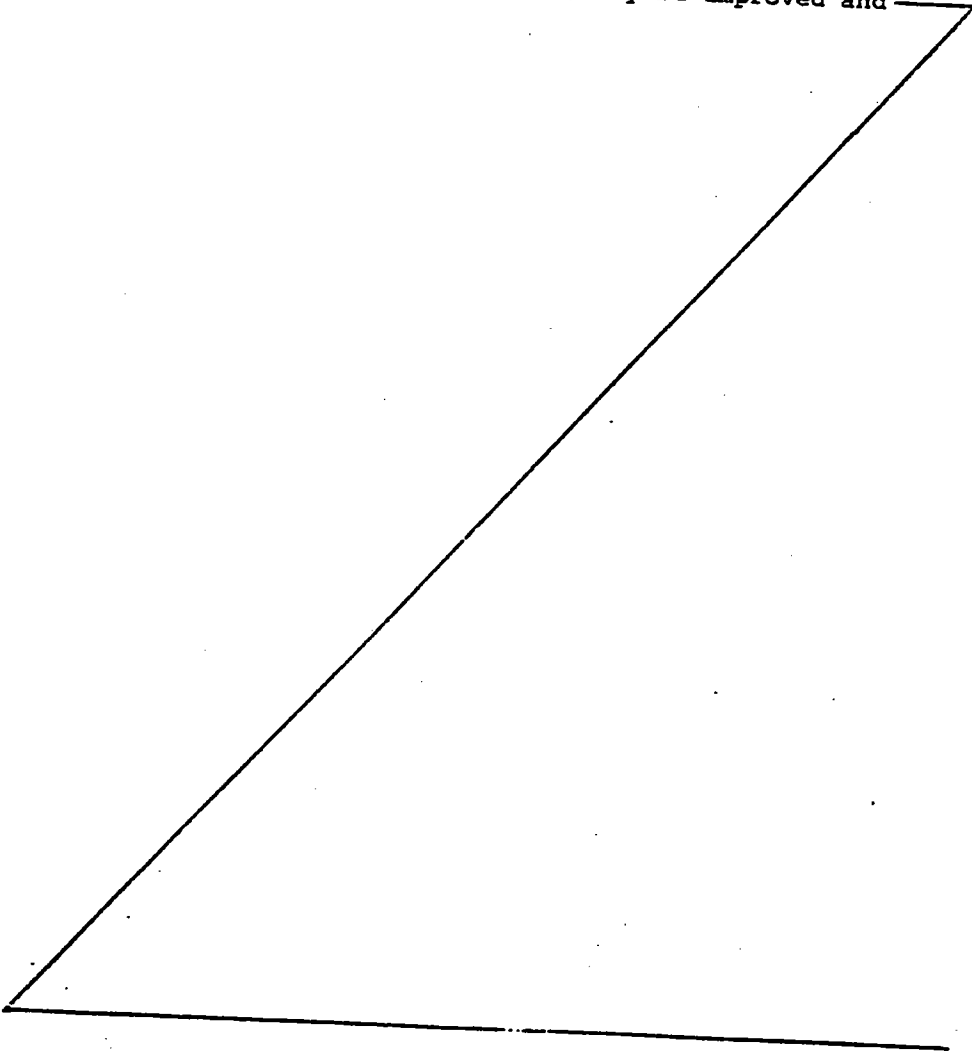
(d) For the purposes of Paragraphs 3.1 and 3.2 hereof, a permanent improvement on said Lots 1 through 10, inclusive, shall be deemed completed when as and if there is filed in the Office of the County Recorder of San Diego County the appropriate notice of completion as to the permanent improvement.

(e) The number of units in an improved Lot shall be determined as is provided in Paragraph 3.2 below.

(f) On each occasion in which an unimproved Lot shall become an improved Lot, a new determination of the proportioned share of said costs and expenses allocable to each individual Lot pursuant to this Paragraph 3.1 shall be made and, for the purpose of making this new

determination, said costs and expenses which shall have been paid in advance shall be prorated as of the date on which the unimproved Lot becomes and improved Lot.

3.2 It is contemplated that certain of said Lots 1 through 10, inclusive, may be improved with a highrise condominium structure containing various numbers of condominium units. It is further contemplated that certain of said Lots 1 through 10, inclusive, may be improved and



developed with highrise apartment, rental units, hotels, garden type apartments, restaurants and commercial shops. In order to apportion the burden of maintenance of the roadway and seawall as herein contemplated, the number of units existing upon each said Lot, upon completion of permanent improvements, shall be determined as follows:

(a) With reference to condominium units and apartment units, the following shall apply:

(1) Each single dwelling unit and each dwelling unit containing one bedroom shall equal 1 unit.

(2) Each additional bedroom in excess of 1, contained in a dwelling unit, shall equal an additional one-quarter unit.

(b) With reference to other uses upon said Lots,

(1) Hotel - Each bedroom therein shall equal 1 unit.

(2) Restaurant - Each seat therein shall equal one-tenth unit.

(3) Commercial shops - Each 50 square feet of floor space or fraction thereof shall equal one-tenth unit.

Provided, however, that notwithstanding the foregoing, an individual Lot of said Lots 1 through 10, inclusive, shall in no event be determined to have less than 100 units nor more than 175 units.

3.3 In the event that any use other than that referred to in Paragraph 3.2 hereof is established upon any of said Lots 1 through 10, inclusive, the Enforcement Committee, as hereinafter established, shall determine and make a fair

and equitable application and shall assess against such use a proportionate number of units (but in no event less than 100 units nor more than 175 units) based upon such use.

4. ENFORCEMENT COMMITTEE - POWERS, DUTIES AND ASSESSMENT PROVISIONS

4.1 For the purpose of maintaining the private undedicated roadway and the seawall, an Enforcement Committee is hereby created, which shall have 10 members and shall be constituted as follows: The Owner or Owners of each of said Lots 1 through 10, inclusive, of Coronado Shores shall name one member to represent each of said Lots. The person so named shall be deemed a qualified member of the Enforcement Committee when the Owner or Owners naming him shall have filed an acknowledged Notice of the naming of such Committee member in the Office of the Recorder of San Diego County. An Enforcement Committee member shall hold Committee membership for so long as he shall be living, competent and perform his duties as an Enforcement Committee member and so long as the Owner or Owners of the individual Lots which he represents have not filed a superseding acknowledged nomination of another person in the Office of the Recorder of San Diego County. In the event of a vacancy occurring upon the Committee, said vacancy shall be filled by the Lot for which the membership is vacant within 30 days of the occurrence of the vacancy. If the Owner or Owners of said Lot fail to fill such vacancy within said period, the remaining members of the Committee may fill such vacancy by majority vote and by filing an acknowledged

notice of the naming of the person chosen by such vote in the Office of the County Recorder of San Diego County, and the person so named to fill such vacancy shall serve for one year from the date of the recordation of the document as above provided, and thereafter until the Owner or Owners of the Lot affected shall name a successor in the manner above provided.

4.2 The Enforcement Committee shall act as an unincorporated association for the purpose of maintaining and repairing the portions of the private undedicated roadway and the entire seawall as provided in Article 3 hereof and shall have the power to levy assessments upon the Owner or Owners of the individual Lots 1 through 10, inclusive, for failure to pay their respective share of the costs and expenses of such maintenance and repair. The Committee shall have the duty and authority to cause all necessary work to be done and performed to maintain the improvements under its jurisdiction in a good, safe and sightly condition, to make reasonable improvements thereon and to enter into contracts for such purposes and to do all acts and perform all things necessary to carry out the aforesaid purposes.

4.3 All funds and the title to all properties acquired by the Enforcement Committee and the proceeds therefrom, after deducting therefrom the costs incurred in the maintenance of the private undedicated roadway and the seawall, shall be held for the benefit of the Owner or Owners of said Lots 1 through 10, inclusive, for the purposes herein stated.

4.4 The meetings of the Enforcement Committee shall be held upon notice from the Chairman, who shall be elected at the first organization meeting thereof which shall be called by DECLARANT. The presence in person or by proxy of at least 50% of the Committee membership shall constitute a quorum for the transaction of business at all meetings. If any meeting cannot be held because a quorum is not present, the Enforcement Committee members present may adjourn the meeting to a time not less than 48 hours, nor more than 30 days from the time the original meeting was called, at which second meeting the quorum shall be 25% of the Enforcement Committee members. All actions of the Enforcement Committee shall require only a simple majority of the votes of the Committee membership present at any meeting at which a required quorum is present. All meetings shall be held within the City limits of Coronado and shall be held on a day other than a Saturday, Sunday or legal holiday and shall be held, if during the day, between 1:30 and 5:00 P.M., and if at night, between 7:30 and 9:30 P.M.

4.5 Assessments and Maintenance Funds

(a) Maintenance Assessments for the costs and expenses of maintaining the private undedicated roadway and the seawall shall be made by the Enforcement Committee for each calendar year not less than 30 days prior, nor more than 30 days subsequent, to the beginning of each calendar year and at such other and additional times as in the judgment of the Enforcement Committee additional Maintenance Assessments are required.

(b) The total of each such annual Maintenance Assessment shall be in the amount of the estimated maintenance costs and expenses of maintaining the private undedicated roadway and the seawall for the year, including a reasonable allowance for contingencies and reserves.

(c) If the annual Maintenance Assessment is not made as required, a payment in the amount required by the last annual Maintenance Assessment shall be due upon each assessment payment date until changed by a new annual Maintenance Assessment.

(d) The annual Maintenance Assessment shall be payable collectively by the Owner or Owners of each individual Lot in 12 equal monthly installments on the first day of each calendar month, or on such other day or times and in such other installments as the Enforcement Committee may determine. Delinquent installments shall bear interest at the rate of 10% per annum or at the maximum rate allowable on debts in the State of California, whichever is lower.

(e) The Enforcement Committee shall make the annual Maintenance Assessments as against the individual Lots 1 through 10, inclusive, in accordance with the provisions of Article 3 hereof.

(f) All sums collected by the Enforcement Committee from Maintenance Assessments may be comingled in a single fund, and without the necessity of a specific accounting for each element of the maintenance expense for which a Maintenance Assessment has been made.

(g) In the event the annual Maintenance Assessment for any one year is not sufficient to meet the costs and expenses of maintaining the private undedicated roadway and