

*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.

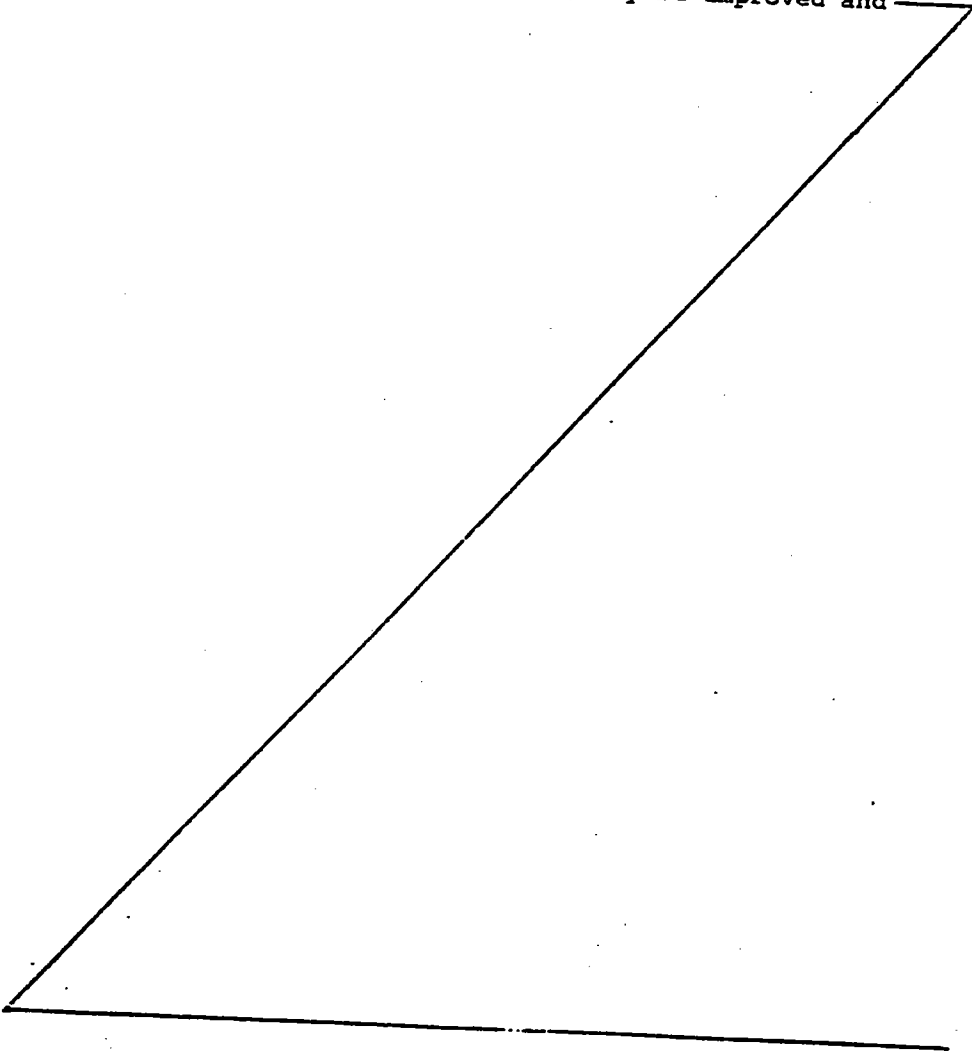
(d) For the purposes of Paragraphs 3.1 and 3.2 hereof, a permanent improvement on said Lots 1 through 10, inclusive, shall be deemed completed when as and if there is filed in the Office of the County Recorder of San Diego County the appropriate notice of completion as to the permanent improvement.

(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

the seawall, the Enforcement Committee shall have the power to assess additional Maintenance Assessments for that year.

4.6 Maintenance Assessments shall be a debt of the Owner or Owners of each of said Lots 1 through 10, inclusive, at the time the Assessment is made in accordance with the provisions of Article 3 hereof. The amount of any such Maintenance Assessment against the Owner or Owners of an individual Lot, plus interest and costs (including attorneys' fees), if any, shall be and become a lien upon the Lot when the Enforcement Committee causes to be recorded with the County Recorder of San Diego County a Notice of Maintenance Assessment, which shall state the amount of said Maintenance Assessment, including interest and costs (including attorneys' fees), if any, and a description of the Lot or portion thereof against which the same has been assessed and the Owner or Owners thereof. Such Notice shall be signed by the Chairman of the Enforcement Committee or an authorized representative of the Enforcement Committee. Upon payment of said Maintenance Assessment, including interest and costs (including attorneys' fees), if any, or other satisfaction thereof, by the Owner or Owners of an individual Lot, the Enforcement Committee shall cause to be recorded a further Notice stating the satisfaction and the release of said lien upon the individual Lot or the portion thereof subject to the lien.

The Maintenance Assessment lien so provided shall constitute a lien on such Lot prior to all other liens recorded subsequent to the recordation of said Notice of Maintenance Assessment except only (i) tax liens on the

Lot or any portion thereof in favor of any assessing agency and special districts, and (ii) all sums unpaid on the first mortgage or mortgages of record on the Lot or any portion thereof.

Unless sooner satisfied and released, or the enforcement thereof initiated as hereinafter provided, the Maintenance Assessment lien above provided shall expire and be of no further force or effect one year from the date of recording of said Notice of Maintenance Assessment; provided, however, that said one-year period may be extended by the Enforcement Committee for not to exceed one additional year by recording a written Extension thereof.

The Maintenance Assessment lien above provided may be enforced by sale of the individual Lot subject to the lien by the Enforcement Committee, its attorney, or other person authorized to make the sale after failure of the Owner or Owners of an individual Lot to pay such assessment in accordance with its terms, such sale to be conducted in accordance with the provisions of Sections 2924, 2924b and 2924c of the California Civil Code applicable to the exercise of powers of sales in mortgages and deeds of trust, or in any manner permitted by law. The Enforcement Committee shall have the power to bid in the individual Lot subject to the lien at the foreclosure sale and to hold, lease, mortgage and convey the same. The Enforcement Committee shall exercise said power through Committee consisting of three of its Enforcement Committee members duly elected by the Enforcement Committee at large with the names of the members of said Board being recorded in the Office of the San Diego County Recorder in a document duly executed by the Chairman of the Enforcement Committee and acknowledged. Suit to recover a money judgment for an unpaid Maintenance Assessment shall be maintainable without foreclosing or waiving the lien securing the same.

4.7 If any Lot subject to a lien created by any provision in these Basic Covenants, Conditions and Restrictions shall be subject to the lien of a first mortgage of record: (i) the foreclosure of any lien created by anything set forth in these Basic Covenants, Conditions and Restrictions shall not operate to affect or impair the lien of such mortgage; and (ii) the foreclosure of the lien of such mortgage or the acceptance of a deed in lieu of the foreclosure by the mortgagee, shall not operate to affect or impair the lien hereof, except that the lien hereof for the Maintenance Assessments as shall have come due up to the time of foreclosure or the acceptance of the deed in lieu of foreclosure shall be subordinate to the lien of the mortgage, with the foreclosure-purchaser and purchasers therefrom or the deed-in-lieu-grantee and purchasers therefrom taking title free of the lien hereof for all the Maintenance Assessments that have common due up to the time of the foreclosure or deed in lieu of foreclosure, but subject to the lien hereof for all the Maintenance Assessments that shall come due subsequent to the foreclosure or deed given in lieu of foreclosure. All Maintenance Assessments as shall have come due up to foreclosure or the acceptance of a deed in lieu of foreclosure and not have been paid shall be deemed to be additional costs and expenses of maintaining the private undedicated roadway and the seawall collectible from all the individual Lots 1 through 10, inclusive, in the manner provided by the provisions of Article 3 hereof.

4.8 The Maintenance Assessments against Lots 1 through 10, inclusive, of Coronado Shores shall be set forth upon a roll which shall be available in the office of the Chairman of the Enforcement Committee for inspection at all reasonable times by the respective Owner or Owners of said Lots 1 through 10, inclusive. Such roll shall indicate for each individual Lot the name and address of the Owner or Owners thereof, the Maintenance Assessments made against the individual Lot and the amounts of all Maintenance Assessments, paid and unpaid. A Certificate made by the Enforcement Committee as to the status of the Maintenance Assessment account of the Owner or Owners of an individual Lot shall limit the liability of any person for whom made other than said Owner or Owners and the Enforcement Committee shall issue such Certificates to such persons as the Owner or Owners of an individual Lot or portion thereof may request in writing.

4.9 If there should be more than one, the Owners of an individual Lot and their Grantees (subject to the provisions of Paragraph 4.7 hereof) shall be jointly and severally liable for all unpaid Maintenance Assessments, including interest and costs (including attorneys' fees), if any, due and payable at the time of a conveyance. Such liability may not be avoided by a waiver of the use of enjoyment of the private undedicated roadway or the seawall, or by the abandonment of the ownership of the individual Lot or a portion thereof for which the Maintenance Assessments are made.

Amendment of the provisions of this Article 4 pertaining to the powers and duties of the Enforcement Committee in levying and enforcing Maintenance Assessments and the provisions contained in Article 3 above can be made only with the affirmative vote of 100% of the members of the Enforcement Committee.

5. DRAINAGE AND UTILITIES:

5.1 Drainage:

In connection with the completion of permanent improvements upon each of the Lots 1 through 10, inclusive, of Coronado Shores, it is contemplated that provision for drainage of surface waters will be made to cause portions of the surface waters to drain across Lot lines and through adjacent Lots. Said drainage will conform to a development plan as it is developed with reference to each individual Lot and shall be subject to the following:

(a) Drainage across Lot lines shall be so designed and constructed, so as not to interfere materially with the development of the Lot onto which such water drains.

(b) Drainage across Lot lines shall be limited to reasonable amounts of water and shall be in accordance with the drainage plan developed with reference to each individual Lot in connection with the permanent development of said Lot.

(c) The drainage as established at the time of the permanent development of all of said Lots 1 through 10, inclusive, shall be and be deemed to be the established drainage for all purposes and shall not be altered, modified

or changed as to any individual Lot without the consent of the Owner or Owners of the Lot or Lots that will be affected by any such alteration, modification or change.

#### 5.2 Utilities

Certain utility installations providing utility availability and service to each of the said Lots 1 through 10, inclusive, will cross Lot lines. Such utilities and their installations shall be subject to the following:

(a) A utility installation providing utility availability and/or service to a particular Lot shall not be altered, modified or changed by the Owner or Owners of any of the other of said Lots 1 through 10, inclusive, in such manner as to impair or interfere with the availability of such utilities to said Lot being serviced.

(b) The Owner or Owners of each of said Lots 1 through 10, inclusive, shall have the reasonable right of access on to each of the other of said Lots 1 through 10, inclusive, for the purpose of maintaining, replacing and enlarging utility services as required, provided that the use of such access shall be exercised in such a manner so as to not materially inconvenience or interfere with the use and enjoyment of the Lot or Lots upon which such access is provided.

#### 6. SEVERABILITY

6.1 Invalidation of any one or more of the covenants, conditions, restrictions, easements and reservations contained in these Basic Covenants, Conditions and Restrictions by a judgment or a Court Order shall not in any way alter any of the other provisions hereof, which shall continue in full force and effect.

7. ENFORCEMENT

7.1 Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any of the covenants, conditions, restrictions, easements and reservations contained in these Basic Covenants, Conditions and Restrictions, either to restrain violation or to recover damages.

8. RIGHTS OF MORTGAGEE

8.1 A breach of any of these Basic Covenants, Conditions and Restrictions shall not defeat nor render invalid the lien of any Mortgage or Deed of Trust made in good faith and for value, as to Lots 1 through 10, inclusive, of Coronado Shores or any part thereof, but these Basic Covenants, Conditions and Restrictions shall be binding upon and effective against any owner thereof whose title thereto is acquired by foreclosure, Trustee's sale or otherwise.

9. AMENDMENT

9.1 The provisions of these Basic Covenants, Conditions and Restrictions 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 these Basic Covenants, Conditions and Restrictions.

10. INTERPRETATION

10.1 The provisions of these Basic Covenants, Conditions and Restrictions shall be liberally construed to effectuate its purpose of creating an uniform plan for the development

and operation of Lots 1 through 10, inclusive, Coronado Shores. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof.

11. DURATION OF RESTRICTIONS

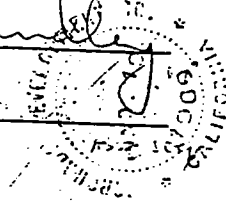
11.1 All of the covenants, conditions, restrictions, easements and reservations contained in these Basic Covenants, Conditions and Restrictions shall affect all of Lots 1 through 10, inclusive, Coronado Shores, are made for the direct benefit thereof, and shall run with the land and continue until April 15, 2020, at which time the same shall be automatically extended for successive periods of ten (10) years unless there is recorded in the Office of the County Recorder of San Diego County, State of California, by the Owners of seventy-five percent (75%) of said Lots 1 through 10, inclusive, of Coronado Shores, an instrument or instruments terminating these Basic Covenants, Conditions and Restrictions

IN WITNESS WHEREOF, DECLARANT, CORONADO DEVELOPMENT CO., has executed this instrument on the 10th day of June, 1971.

CORONADO DEVELOPMENT CO., a corporation

By J. C. Handley

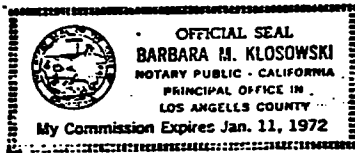
By [Signature]



STATE OF CALIFORNIA )  
                          ) ss.  
COUNTY OF LOS ANGELES)

On June 10, 1971, before me, the undersigned,  
a Notary Public in and for said State, personally appeared  
J. C. Handley, known to me to be the Vice  
President, and W. H. Spiegel, known to me to  
be the Assistant Secretary of the Corporation that  
executed the within Instrument, known to me to be the persons  
who executed the within Instrument on behalf of the corpo-  
ration therein named, and acknowledged to me that such cor-  
poration executed the within Instrument pursuant to its By-  
Laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.



Barbara M. Klosowski  
Notary Public

Barbara M. Klosowski  
Name (Typed or Printed)

FILE/PAGE # 123403

BOOK 1871

RECORDED REQUEST OF

TITLE INSURANCE AND TRUST COMPANY

JUN 11 9 25 AM '71

OFFICIAL RECORDS  
SAN DIEGO COUNTY, CALIF.  
HARLEY F. BLOOM  
RECORDER

\$22.00

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 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.

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. 1 ("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").

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(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

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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

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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

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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

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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.

(c) 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,

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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.

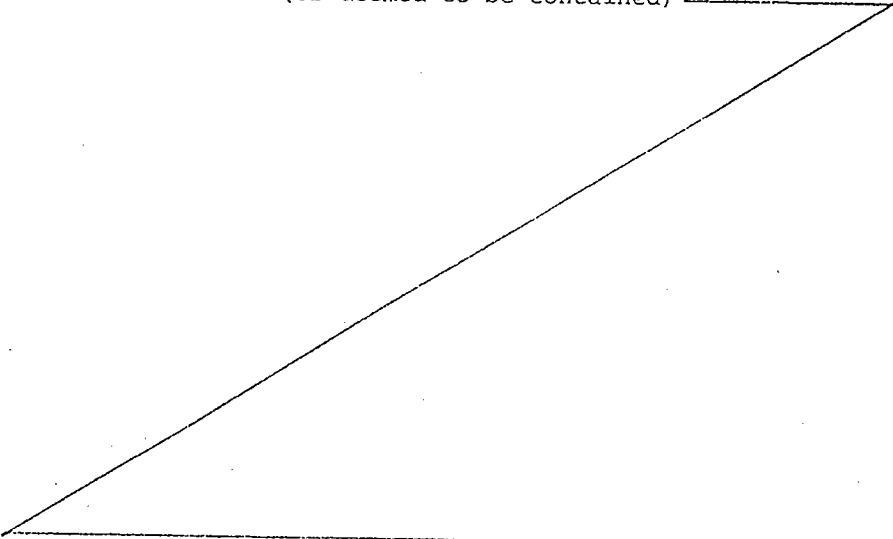
### 3. MAINTENANCE AND REPAIR

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

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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 of 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 the 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.

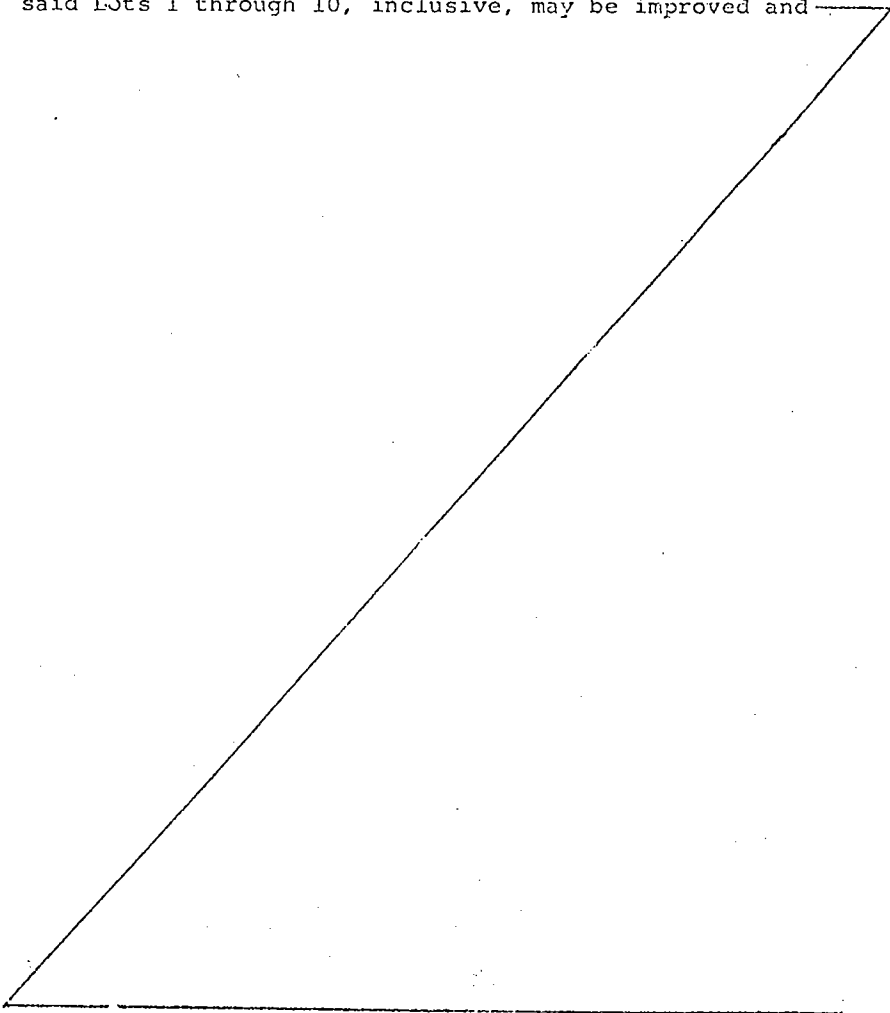
(d) For the purposes of Paragraphs 3.1 and 3.2 hereof, a permanent improvement on said Lots 1 through 10, inclusive, shall be deemed completed when as and if there is filed in the Office of the County Recorder of San Diego County the appropriate notice of completion as to the permanent improvement.

(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 condo-  
minium units. It is further contemplated that certain of  
said Lots 1 through 10, inclusive, may be improved and



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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 ) based upon such use.

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4. ENFORCEMENT COMMITTEE 5. DUTIES AND ASSESSMENT  
PROVISIONS

4.1 For purposes 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

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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 unin-  
corporated 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 main-  
tenance 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.

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(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

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the seawall, the Enforcement Committee shall have the power to assess additional Maintenance Assessments for that year.

4.6 Maintenance Assessments shall be a debt of the Owner or Owners of each of said Lots 1 through 10, inclusive, at the time the Assessment is made in accordance with the provisions of Article 3 hereof. The amount of any such Maintenance Assessment against the Owner or Owners of an individual Lot, plus interest and costs (including attorneys' fees), if any, shall be and become a lien upon the Lot when the Enforcement Committee causes to be recorded with the County Recorder of San Diego County a Notice of Maintenance Assessment, which shall state the amount of said Maintenance Assessment, including interest and costs (including attorneys' fees), if any, and a description of the Lot or portion thereof against which the same has been assessed and the Owner or Owners thereof. Such Notice shall be signed by the Chairman of the Enforcement Committee or an authorized representative of the Enforcement Committee. Upon payment of said Maintenance Assessment, including interest and costs (including attorneys' fees), if any, or other satisfaction thereof, by the Owner or Owners of an individual Lot, the Enforcement Committee shall cause to be recorded a further Notice stating the satisfaction and the release of said lien upon the individual Lot or the portion thereof subject to the lien.

The Maintenance Assessment lien so provided shall constitute a lien on such Lot prior to all other liens recorded subsequent to the recordation of said Notice of Maintenance Assessment except only (i) tax liens on the

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Lot or any portion thereof in favor of any assessing agency and special districts, and (ii) all sums unpaid on the first mortgage or mortgages of record on the Lot or any portion thereof.

Unless sooner satisfied and released, or the enforcement thereof initiated as hereinafter provided, the Maintenance Assessment lien above provided shall expire and be of no further force or effect one year from the date of recordation of said Notice of Maintenance Assessment; provided, however, that said one-year period may be extended by the Enforcement Committee for not to exceed one additional year by recording a written Extension thereof.

The Maintenance Assessment lien above provided may be enforced by sale of the individual Lot subject to the lien by the Enforcement Committee, its attorney, or other person authorized to make the sale after failure of the Owner or Owners of an individual Lot to pay such assessment in accordance with its terms, such sale to be conducted in accordance with the provisions of Sections 2924, 2924b and 2924c of the California Civil Code applicable to the exercise of powers of sales in mortgages and deeds of trust, or in any manner permitted by law. The Enforcement Committee shall have the power to bid in the individual Lot subject to the lien at the foreclosure sale and to hold, lease, mortgage and convey the same. The Enforcement Committee shall exercise said power through Committee consisting of three of its Enforcement Committee members duly elected by the Enforcement Committee at large with the names of the members of said Board being recorded in the Office of the San Diego County Recorder in a document duly executed by the Chairman of the Enforcement Committee and acknowledged. Suit to recover a money judgment for an unpaid Maintenance Assessment shall be maintainable without foreclosing or waiving the lien securing the same.

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4.7 If any Lot subject to a lien created by any provision in these Basic Covenants, Conditions and Restrictions shall be subject to the lien of a first mortgage of record: (i) the foreclosure of any lien created by anything set forth in these Basic Covenants, Conditions and Restrictions shall not operate to affect or impair the lien of such mortgage; and (ii) the foreclosure of the lien of such mortgage or the acceptance of a deed in lieu of the foreclosure by the mortgagee, shall not operate to affect or impair the lien hereof, except that the lien hereof for the Maintenance Assessments as shall have come due up to the time of foreclosure or the acceptance of the deed in lieu of foreclosure shall be subordinate to the lien of the mortgage, with the foreclosure-purchaser and purchasers therefrom or the deed-in-lieu-grantee and purchasers therefrom taking title free of the lien hereof for all the Maintenance Assessments that have common due up to the time of the foreclosure or deed in lieu of foreclosure, but subject to the lien hereof for all the Maintenance Assessments that shall come due subsequent to the foreclosure or deed given in lieu of foreclosure. All Maintenance Assessments as shall have come due up to foreclosure or the acceptance of a deed in lieu of foreclosure and not have been paid shall be deemed to be additional costs and expenses of maintaining the private undedicated roadway and the seawall collectible from all the individual Lots 1 through 10, inclusive, in the manner provided by the provisions of Article 3 hereof.

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4.8 The Maintenance Assessments against Lots 1 through 10, inclusive, of Coronado Shores shall be set forth upon a roll which shall be available in the office of the Chairman of the Enforcement Committee for inspection at all reasonable times by the respective Owner or Owners of said Lots 1 through 10, inclusive. Such roll shall indicate for each individual Lot the name and address of the Owner or Owners thereof, the Maintenance Assessments made against the individual Lot and the amounts of all Maintenance Assessments, paid and unpaid. A Certificate made by the Enforcement Committee as to the status of the Maintenance Assessment account of the Owner or Owners of an individual Lot shall limit the liability of any person for whom made other than said Owner or Owners and the Enforcement Committee shall issue such Certificates to such persons as the Owner or Owners of an individual Lot or portion thereof may request in writing.

4.9 If there should be more than one, the Owners of an individual Lot and their Grantees (subject to the provisions of Paragraph 4.7 hereof) shall be jointly and severally liable for all unpaid Maintenance Assessments, including interest and costs (including attorneys' fees), if any, due and payable at the time of a conveyance. Such liability may not be avoided by a waiver of the use of enjoyment of the private undedicated roadway or the seawall, or by the abandonment of the ownership of the individual Lot or a portion thereof for which the Maintenance Assessments are made.

Amendment of the provisions of this Article 4  
pertaining to the powers and duties of the Enforcement  
Committee in levying and enforcing Maintenance Assessments  
and the provisions contained in Article 3 above can be  
made only with the affirmative vote of 100% of the members  
of the Enforcement Committee.

5. Drainage and Utilities:

5.1 Drainage:

In connection with the completion of permanent  
improvements upon each of the Lots 1 through 10, inclusive,  
of Coronado Shores, it is contemplated that provision for  
drainage of surface waters will be made to cause portions  
of the surface waters to drain across Lot lines and through  
adjacent Lots. Said drainage will conform to a development  
plan as it is developed with reference to each individual  
Lot and shall be subject to the following:

(a) Drainage across Lot lines shall be so designed  
and constructed, so as not to interfere materially with the  
development of the Lot onto which such water drains.

(b) Drainage across Lot lines shall be limited to  
reasonable amounts of water and shall be in accordance with  
the drainage plan developed with reference to each individ-  
ual Lot in connection with the permanent development of  
said Lot.

(c) The drainage as established at the time of the  
permanent development of all of said Lots 1 through 10,  
inclusive, shall be and be deemed to be the established  
drainage for all purposes and shall not be altered, modified

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or changed as to any individual Lot without the consent of the Owner or Owners of the Lot or Lots that will be affected by any such alteration, modification or change.

5. Utilities

Certain utility installations providing utility availability and service to each of the said Lots 1 through 10, inclusive, will cross Lot lines. Such utilities and their installations shall be subject to the following:

(a) A utility installation providing utility availability and/or service to a particular Lot shall not be altered, modified or changed by the Owner or Owners of any of the other of said Lots 1 through 10, inclusive, in such manner as to impair or interfere with the availability of such utilities to said Lot being serviced.

(b) The Owner or Owners of each of said Lots 1 through 10, inclusive, shall have the reasonable right of access on to each of the other of said Lots 1 through 10, inclusive, for the purpose of maintaining, replacing and enlarging utility services as required, provided that the use of such access shall be exercised in such a manner so as to not materially inconvenience or interfere with the use and enjoyment of the Lot or Lots upon which such access is provided.

6. SEVERABILITY

6.1 Invalidation of any one or more of the covenants, conditions, restrictions, easements and reservations contained in these Basic Covenants, Conditions and Restrictions by a judgment or a Court Order shall not in any way alter any of the other provisions hereof, which shall continue in full force and effect.

