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BOOK 1972
RECORDED REQUEST OF
TRANSAMERICA TITLE CO.

When Recorded Mail To:

McKELLAR AND ASSOCIATES
c/o James E. Miller
306 Kalmia Street
San Diego, California 92101

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DECLARATION OF RESTRICTIONS

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DECLARATION OF RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made and executed by MCKELLAR AND ASSOCIATES, a California corporation, hereinbelow referred to as "Declarant,"

W I T N E S S E T H T H A T:

WHEREAS, Declarant is the owner of the property in San Diego County, California, more particularly described on Exhibit "A," attached hereto and by this reference incorporated herein as though fully set forth; and

WHEREAS, Declarant caused to be recorded on October 26, 1971, File/Page No. 246952, Official Records of San Diego County, California, a Condominium Plan as the same is described in California Civil Code Section 1351, which Plan affects the real property described in Exhibit "A;" and

WHEREAS, Declarant is about to sell and convey condominiums by deeds in and to Units of the Condominium, and Declarant desires and intends to hereby subject the same, pursuant to California Civil Code Section 1355, to certain covenants, conditions and restrictions hereinbelow set forth;

NOW, THEREFORE, by this Declaration of Restrictions, Declarant hereby certifies and declares that it has established, and does

hereby establish, the protective covenants, conditions and restrictions upon and subject to which each and every Condominium shall be conveyed by Declarant and thereafter held, leased, encumbered, sold and/or conveyed by each and every successor in interest of Declarant.

ARTICLE I

Definitions

1.1 Unless the context shall expressly establish a different construction, each of the following words and phrases, when used in this Declaration, shall have the meaning respectively hereinbelow set forth in this Article.

1.1.1 "Declaration" means this Declaration of Restrictions as the same may be amended pursuant to Article XIII hereof entitled "Amendment."

1.1.2 "Plan" means that certain Plan recorded October 26, 1971, File/Page No. 246952, Official Records of San Diego County, California, being a Condominium Plan as the same is described in California Civil Code Section 1351.

1.1.3 "Project" means the land encompassed by the Plan, including all structures thereon.

1.1.4 "Condominium" means an estate in the Project, as defined in California Civil Code Section 783.

1.1.5 "Unit" is one dwelling space and one balcony space contiguous thereto as shown on the Plan and in the tabulation set forth on the Plan or attached thereto and incorporated therein by reference. Units are not owned

in common with the other Owners of the Condominiums. The following are not part of the Units: bearing walls, columns, floors, foundations, elevator equipment and shafts, common storage areas, laundry rooms, elevator equipment rooms, corridors, roofs, entry areas, recreation room, community facilities, parking spaces and areas, central heating and other central services, pipes, ducts, flues, chutes, conduits, wires and other utility installations wherever located, except their outlets when located within the Units.

1.1.6 "Common Areas" means the entire Project as shown on the Plan recorded October 26, 1971, File/Page No. 246952, excepting Units granted or reserved.

1.1.7 "Board" means the Board of Directors described in Article V hereof, and, where necessary to effectuate the intentions expressed herein, any successors of said Board.

1.1.8 "Owner" means the person(s) who hold(s) record title to any Condominium.

1.1.9 "Member" is one or more persons who together own a Condominium. An Owner is automatically a Member upon coming into title of a Condominium and ceases to be a Member upon the termination of his title.

1.1.10 "Dwelling Space" is the three-dimensional space bounded as described in the Plan.

1.1.11 "Balcony Space" is the surface as defined in the Plan.

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ARTICLE II

Use

2.1 Each Unit shall be improved, used and occupied for single-family dwelling purposes. Each Unit is entitled to one (1) vehicular parking space together with such additional parking spaces as described in the deed to such Unit; all vehicular parking spaces are subject to designation and redesignation by the Board.

2.2 Each Condominium Owner shall have the exclusive right to (i) paint, repaint, tile, wax, paper or otherwise refinish and decorate the inner surfaces of the walls, ceilings, floors, windows and doors bounding his own Unit, and (ii) alter his own Unit, provided such alteration shall not affect the Common Areas, any other Unit, or the structural portions of any building.

2.3 No exterior clothes lines or exterior surfaces of the buildings or fences shall be used to dry or display laundry, flags or banners. All window drapes or other coverings shall be a color approved by the Board.

2.4 No Unit shall be occupied or used for any purpose or in any manner which shall cause such improvements to be uninsurable against loss by fire or the perils of the extended coverage endorsement to the California Standard Fire Policy form, or cause any policy or policies representing such insurance to be cancelled or suspended, or the company issuing the same to refuse renewal thereof.

2.5 No Unit shall be used in such manner as to interfere with the enjoyment of occupants of other Units or annoy them by unreasonable noises or otherwise, nor shall any nuisance or immoral

or illegal activity be committed or permitted to occur in any Unit. No noxious or offensive activity shall be carried on in the Common Areas, nor shall anything be done therein which may be or become an annoyance or nuisance to the Owners. No pet(s) or other animals shall be kept, maintained or permitted anywhere in or on the Project, except pursuant to regulations adopted by the Board.

2.6 The Common Areas, except buildings, shall be improved and used only for (i) vehicular parking, (ii) vehicular and pedestrian movement within the project, including access to the units, (iii) recreational use by the Owners and occupants of Units and their guests, subject to rules established by the Board, and (iv) beautification of the Project and provision of privacy to the residents thereof through landscaping and such other means as the Board shall deem appropriate. A non-exclusive easement for ingress, egress and support throughout the Common Areas is and shall be appurtenant to each Unit, and the Common Areas are and shall be subject to the use by Owners of parking spaces pursuant to regulations adopted by the Board.

2.7 Nothing shall be done in any Unit or in, on or to the Common Area which will impair the structural integrity of any building or which would structurally change any building except as is otherwise provided herein. No drilling, or mining operations of any kind shall be permitted upon or in any Unit or the Common Areas. All equipment, garbage cans, wood piles or storage piles shall be kept screened and concealed from view from neighboring Units, streets, and common areas. All rubbish, trash, or garbage

shall be regularly removed from each Unit and shall not be allowed to accumulate thereon or on the adjacent Common Areas.

2.8 No activity shall be carried on in the Common Areas which shall be contrary to the rules and regulations of the Board relating to use of and activity in the Common Areas.

2.9 No Owner of a Unit shall make any alteration or improvement to the Common Areas, or remove, add or affix any planting, structure, furnishing or other object therefrom except with the written consent of the Board.

2.10 The Owner of each Unit shall be legally liable to the Board for all damages to the Common Areas or to any improvements thereon or thereto, including but not limited to buildings, recreational facilities and landscaping caused by such Owner, his guest or any occupant of such Owner's Unit.

ARTICLE III

Ownership of Common Areas and of Beneficial Interest in Common Personalty

3.1 The Common Areas are and shall be owned by the Owners as tenants-in-common in equal, undivided shares. Unless otherwise expressly stated therein, any transfer or conveyance (by operation of law or otherwise) of a Unit shall be presumed to transfer or convey the entire Condominium, including but not limited to the interest of the Owner of such Unit in and to the Common Areas.

3.2 The beneficial interest in personal property acquired by the Board (including, but not limited to that acquired pursuant

to Article VI hereof and funds acquired pursuant to Article VII hereof) shall be owned by the Owners in the same proportion as their respective interests in the Common Areas. A transfer or conveyance (by operation of law or otherwise) of a Condominium shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property. The transfer of such personal property by the Board pursuant to Article VI hereof shall transfer title thereto free and clear of any claim on the part of any Owner. Except as set forth in this paragraph, the beneficial interest of any Owner in such personal property shall not be transferable.

ARTICLE IV

Partition and Severance

4.1 Except as set forth in the following paragraph, the Common Areas shall remain undivided, and there shall be no judicial partition thereof. Nothing herein shall be deemed to prevent partition of a co-tenancy in a Condominium.

4.2 An action may be brought by any Owner for partition of the Project by sale of the entire Project, as if the Owners of all the Condominiums in the Project were tenants-in-common in the entire Project in the same proportion as their interests in the Common Areas; provided, however, that a partition shall be made only upon the showing that (1) the Project has not been substantially rebuilt or repaired to its state prior to damage or destruction three (3) years after such damage or destruction

rendered a material part of the Project unfit for its use prior thereto, or (ii) that three-fourths or more of the Project has been destroyed or substantially damaged, and that Condominium Owners holding in aggregate more than fifty percent (50%) interest in the Common Areas are opposed to repair or restoration of the Project, or (iii) that the Project has been in existence in excess of fifty (50) years, that it is obsolete and uneconomic, and that Owners holding in aggregate more than fifty percent (50%) interest in the Common Areas are opposed to repair or restoration of the Project.

4.3 No Owner(s) shall voluntarily or involuntarily sever, one from the others, any of the component interests which comprise his, her or their Condominium. This restriction shall not extend beyond the period in which the right to petition is suspended.

ARTICLE V

Community Association

5.1 Community Association. There shall be formed and maintained during the term of this Declaration and of any extension thereof, a non-profit California corporation hereinafter referred to as the "Association." The Association shall have the rights, duties, powers and obligations specified by law and by this Declaration and shall constitute the management body as required by Civil Code Section 1353.

5.2 Articles of the Association. The Articles of Incorporation of the Association shall contain, among others, the following provisions:

5.2.1 The initial name of the Association shall be "Normandy by the Sea Community Association, Inc."

5.2.2 The specific and primary purposes for which the corporation is formed are the ownership, operation, maintenance and management of the Common Areas and community facilities of the Project.

5.2.3 Said corporation is organized pursuant to the General Non-Profit Corporation Law of the State of California (California Corporation Code Section 9300 et seq.)

5.2.4 The principal office for the transaction of the business of the corporation shall be in the County of San Diego.

5.2.5 There shall be a Board of Directors consisting of five (5) persons. The names and addresses of the first Directors are:

NAME	ADDRESS
James A. McKellar, Jr.	2126 Van Patten. Las Vegas, Nevada 89109
Christopher S. McKellar	2 Irving Way Atherton, California
Dale Carlson	4286 Haines Avenue San Jose, California
Pamela MacFarlane	1272 Orange Avenue Menlo Park, California
William F. Miller, Jr.	337 Santa Helena Solana Beach, California

5.2.6 The net earnings of the corporation shall not inure to the benefit of any member of this corporation. Upon dissolution of the corporation, the remaining assets,

after provisions have been made for payment of all obligations and the performance of all covenants, shall be dedicated to a public agency or other non-profit corporation having the same powers, purposes, duties and limitations as does the corporation and devoted to the same purposes, as nearly as practicable.

5.3 By-Laws. The Board shall adopt By-Laws for the governing of the Association, including but not limited to the following provisions:

5.3.1 Membership: The voting power of the Association shall vest in the Owners and Declarant. There shall be two classes of voting membership as follows:

CLASS A: With the exception of the Declarant, each Owner shall be a Class "A" Member. Each Class "A" Member shall be entitled to one vote for each condominium owned by him. When more than one person holds an interest in a Condominium, only one vote shall be exercised. In the event the holders of such interests cannot agree upon the vote to be made, no vote shall be counted. No membership may be severed or separated from a condominium, and any sale, transfer or conveyance of a condominium transfers the appurtenant membership without the requirement by express reference to such transfer. By acquiring title to or beneficial ownership of a Condominium, each Owner automatically becomes a Member of the Association.

CLASS B: The Declarant shall be entitled to as many votes as it owns Condominiums.

The Class "A" Members and the Class "B" Members together hold the voting power of the Association.

5.3.2 Meetings of Members: The first annual meeting of the Members shall be held within thirty (30) days after fifty-one percent (51%) of the Condominiums have been sold and conveyed by Declarant or within 30 days prior to the first annual anniversary of the sale and conveyance by Declarant of the first Condominium, whichever shall first occur. Subsequent annual meetings of the Members may be called for any day but a Sunday or holiday by (i) the Board or (ii) by written request therefor signed by the Members of at least twenty percent (20%) of the Condominiums and delivered to the Board at least twenty (20) days prior to the date specified in the request for such special meeting.

5.3.3 Notice of Meetings: Written notice by the Board of each annual and special meeting shall be served on the Members not less than seven (7) days nor more than sixty (60) days prior to such meeting. Said notice shall specify a reasonable time, date and place in San Diego, California, of such meeting and, in the case of a special meeting, the general nature of the business to be transacted. In the absence of such notice, the annual meeting shall be held September 15th of each year at eight o'clock p.m. at the Project.

5.3.4 Passage of Measures: The majority of voting power shall determine any proposition. However, on any matter that will involve an assessment for a capital improvement consisting in the aggregate in excess of One Thousand Dollars (\$1,000.00), the Declarant as Class "B" Member, if it is then the Owner of five or more Condominiums, and any successor of Declarant, if it is then the Owner of five or more Condominiums, shall not be entitled to vote on such propositions provided the foregoing limitation shall not apply to (i) an election to rebuild, or (ii) an election to assess owners to pay for a deficiency between the cost to rebuild the project and insurance proceeds available therefor.

5.3.5 Quorum: The Members holding a majority of voting power, present in person or by proxy, shall constitute a quorum at any meeting of the Members. The Chairman of the Board, or any Director in the Chairman's absence, shall preside; the Secretary of the Board, or any Director in the Secretary's absence, shall record the proceedings. If any meeting cannot be held because said quorum is not present, the Members present, either in person or by proxy, may adjourn said meeting to a time not less than forty-eight (48) hours nor more than thirty (30) days from the time the original meeting was called. At said subsequent adjourned meeting, the Owners holding twenty-five percent (25%) of the voting power, present in person or by proxy,

shall constitute a quorum.

5.3.6 Election of Directors: At each annual meeting of the Members, five Directors shall be elected, three of whom shall be Condominium Owners, and any of whom may have previously served or be serving as a Director. In any such election each Member (i) shall have five votes times the number of Condominium Units owned, and (ii) may divide and cast such votes in whole numbers among any number of candidates or cumulate such votes in favor of one candidate. The five candidates receiving the highest number of votes shall be Directors, effective upon the adjournment of the meeting at which elected, and continuing until the adjournment of the meeting at which their successors shall be elected and until their successors are elected, qualified and acting. In the event the election of any Director shall be dependent upon the resolution of a tie vote, the same shall be resolved by drawing or lot in the manner prescribed by the presiding officers.

5.3.7 Removal of Directors: In voting for the removal of a Director (or Directors if more than one are to be voted upon) each Member (i) shall have, for each Condominium owned, one vote per each Director for whom removal is sought, and (ii) may divide and cast such vote or votes in whole numbers among the Director or Directors being voted upon or cumulate such votes for or against the removal of a single Director. At or after the time of removal, pursuant

to this paragraph, of any Director, the Members may, as provided by this Article, elect a successor of a Director so removed, to fulfill his unexpired term and, until the newly elected Director's successor is duly elected, qualified and acting.

5.4 Board of Directors. The By-Laws shall provide, inter alia, for the following provisions relating to the Board:

5.4.1 The Association shall be governed by a Board of Directors of five Directors. Subject to the limitations contained in the Articles of Incorporation, By-Laws and this Declaration, the Directors shall have and exercise the powers of the corporation, control its property and conduct its affairs. In addition to the foregoing, the Board shall have the express powers set forth in Articles VI and VII.

ARTICLE VI

Board of Directors Powers

6.1 The By-Laws of the Association shall provide, inter alia, that the Board shall have the following express powers:

6.1.1 To elect from among the Directors a Chairman, Secretary and such other officers as the Board may determine, to fix their respective powers and duties, and to establish rules and regulations consistent herewith relating to notices

of Board meetings and other matters relating to the conduct of Board meetings. Any two offices, except those of President and Secretary, may be combined.

6.1.2 To adopt By-Laws and regulations consistent with the provisions of this Declaration, including but not limited to regulations relating to the use of, and activity in, the Common Areas, including use by the Owners of the vehicular parking spaces. Vehicular parking spaces in excess of thirty-eight 38 shall be sold by the Declarant to Owners, provided that not more than two spaces shall be incidental to any one Unit. Subject to the foregoing, the Board shall have the right to number such spaces and to designate and redesignate such numbered spaces for use by Owners.

6.1.3 To maintain bank account(s) for funds coming under control of the Board.

6.1.4 To levy assessments and otherwise act as set forth in the Article VII hereof ("Board of Directors: - Assessments").

6.1.5 To enforce the provisions of the Declaration, By-Laws, regulations and laws. Nothing contained in this paragraph 6.1.5 shall be construed to prohibit enforcement of the Declaration by any Owner.

6.1.6 To contract for and maintain fire, casualty, liability, workmens' compensation, medical, hospital and other insurance insuring Owners, the Association, its Directors, officers and employees.

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6.1.7 To contract, provide and pay for (i) maintenance, utility, gardening and other services benefiting the Common Areas, (ii) employment of persons reasonably necessary for the maintenance, repair and operation of the Project, buildings and grounds and (iii) legal and accounting services.

6.1.8 To contract for and purchase tools, equipment, materials, supplies and other personal property and services for (i) maintenance and repair of the Common Areas, and (ii) improvement of the Project.

6.1.9 To contract and pay for reconstruction of any damaged or destroyed portion or portions of the Project.

6.1.10 To enter any Unit at all reasonable times, when necessary for maintenance or construction purposes.

6.1.11 To pay taxes which would be a lien upon the entire Project or the Common Areas, and to pay and discharge any lien or encumbrance levied against the entire Project or the Common Areas.

6.1.12 To dispose of property donated or acquired pursuant to Paragraph 6.1.8 by sale or trade. Funds or property received as consideration in such disposition shall be deemed "personal property" as that term is used in Paragraph 3.2 above

6.1.13 To delegate to others its powers or any of them.

6.1.14 To sell, at such price and terms as the Board may determine, the entire Project for the benefit of all of the Owners and mortgagees thereof, as their interests shall appear. Said power to sell shall be exercisable only

(i) when partition of the Project may be had under California Code of Civil Procedure Section 752b, and (ii) after recordation of a certificate by those holding such power that said power is properly exercisable.

6.1.15 To prosecute or defend, under the name of the Association, any action affecting or relating to the Common Areas or the personal property described in Paragraph 3.2, or any action in which some or all of the Owners have an interest or any right to relief with respect to, or arising from, any transaction or series of transactions alleged to exist.

6.2 No right or power conferred on the Board in this Article shall be construed as a duty, obligation or disability charged upon the Board or any Director. If any right or power herein granted be exercised, Directors so exercising or voting for such exercise shall be held to the same standard of care as would a trustee acting for compensation.

ARTICLE VII

Board of Directors - Assessments

7.1 Pursuant to California Civil Code Sections 1355(3) and 1356, and to sub-article 6.1.4 above, the Board has and shall have the right and power, from time to time, to make reasonable assessments upon the Condominiums to meet anticipated authorized expenditures of the Board and, from time to time, to change the amount, installments or frequency of payment of assessments.

Each Condominium shall be assessed separately for its share of such expenditures in proportion to its Owner's fractional or decimal interest in the Common Areas, provided separate written notices of the making of such an assessment (including the amount thereof and the frequency of payment) are deposited in the United States Postal Service, postage prepaid, addressed respectively to each Condominium within ten (10) days after the making of such assessment. Such assessment upon a Condominium shall be a debt of the Owner(s) thereof. Such assessments shall bear interest at the rate of seven percent (7%) per annum from and after the due date thereof established by the Board. The amount of any such assessment, together with said interest, costs and reasonable attorneys' fees (in the event enforcement is commenced) shall be and shall become a lien upon any Condominium so assessed when the Board causes to be recorded with the County Recorder of San Diego County a notice of assessment. Such notice shall state the amount of such assessment and the aforesaid interest, costs, and attorney's fees, a description of the Condominium against which the same has been assessed, and the name of the record Owner(s) thereof. Upon payment of said assessment and charges in connection with such recorded notice, or other satisfaction thereof, the Board shall cause to be recorded a further notice stating the satisfaction thereof and release of the lien thereon. Unless sooner satisfied and released, or the enforcement thereof initiated as hereafter provided, such lien shall expire and be of no further force or effect

one (1) year from the date of recordation of said notice of assessment provided, however, that said one-year period may be extended by the Board for a period not to exceed one (1) additional year by recording a written extension thereof. Such lien may be enforced by sale by the Board, its attorney or other person authorized by the Board to make the same, after failure of the Owner(s) to pay such an assessment in accordance with its terms. Such sale is to be conducted in accordance with the provisions of California Civil Code Sections 2924, 2924b, and 2424c, applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner permitted by law. The Board shall have the power to bid in the Condominium at a foreclosure sale and to hold, lease, mortgage and convey the same in the name of the Association.

7.2 Until such time as the Board shall change Paragraph 7.1, such annual or special assessments shall be payable in twelve (12) equal, monthly installments on the first day of each calendar month, commencing the first day of the calendar month next following the issuance of the separate written notices of the making of assessment. The first such assessment shall be, as to each and every Condominium, SIX HUNDRED FOUR and 53/100 Dollars (\$ 604.53) per year. The first monthly installment shall be payable on the first day of the month next following the recording by Declarant of the first conveyance of a Condominium. All installments become delinquent if unpaid within ten (10) days after they become payable. Recordation of this Declaration

shall not constitute "notice of assessment" under Paragraph 7.1, but shall be the equivalent of "separate written notice of the making of such assessment" described in Paragraph 7.1. Declarant shall be absolutely liable for those monthly installments of assessment on any Condominium while owned by Declarant.

7.3 The Board shall comply with the requirements of the Consumer Credit Protection Act (Public Law 90-321, 82 Stat. 164 et seq.), also known as the "Federal Truth in Lending Act," to the extent the same may be applicable.

ARTICLE VIII

Insurance

8.1 The Board shall keep (i) all buildings and Common Areas in the Project and (ii) all personalty of the Association insured for the interest of the Association, all Owners and their mortgagees as their interests may appear. The amount of coverage of such insurance shall be the maximum insurable replacement value of said buildings and fair market value of personalty as determined annually by the Board. The minimum amount of fire and extended coverage insurance shall be Eight Hundred Thousand Dollars (\$800,000.00). Insurance proceeds (other than those paid to mortgagees) shall be payable to the Association or Owners as their interests may appear. In the event of any loss, damage or destruction so insured against, the Board shall cause the same to be replaced, repaired or rebuilt. In the event the cost of such replacement, repair or rebuilding

exceeds the insurance proceeds available therefor, the deficiency shall be assessed to the Owners in proportion to their respective interests in the Common Areas. In the event the insurance proceeds available for such replacement, repair or rebuilding exceeds the cost thereof, the excess shall be deemed personalty governed by the provisions of Paragraph 3.2. Nothing contained in this sub-article 8.1 shall be construed to supersede any provision of the Article hereof entitled 'Partition and Severance.'

8.2 The Board shall procure and keep in force during the term hereof, in the name of the Association with the Owners named as additional insureds, insurance against any liability to the public resulting from any occurrence in or about the Common Areas in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) to indemnify against the claim of one person in one accident or event, and not less than One Million Dollars (\$1,000,000.00) against the claims of two or more persons in one accident or event, and not less than Fifty Thousand Dollars (\$50,000.00) for damage to property.

8.3 Copies of all such insurance policies (or certificates thereof showing the premiums thereon to have been paid) shall be retained by the Board and open for inspection by Owners at any reasonable time. All such policies shall provide that they shall not be cancellable by the insurer without first giving at least ten days' prior notice in writing to the Board.

ARTICLE IX

(Reserved for future use)

ARTICLE X

Accounting

10.1 The Board shall maintain books of account of all its receipts and expenditures and shall cause an audit of such books to be made annually by an independent Certified Public Accountant as of the close of each calendar year. A copy of such audit shall be delivered to the Owner of each Condominium within thirty (30) days after its completion. Each Owner shall be entitled, at reasonable times, to inspect the books of the Board and to have such books examined, at said Owner's expense, by an attorney or accountant representing such Owner, and may take excerpts or copies of such books or portions thereof. Each such Owner, at his own expense, shall have the right to have such books independently audited by a Certified Public Accountant.

ARTICLE XI

Scope; Enforcement

11.1 The covenants, conditions and restrictions set forth in this Declaration constitute a general scheme for (i) the maintenance, protection and enhancement of value of the Project and all Condominiums, and (ii) the benefit of all Owners. Said covenants, conditions and restrictions are imposed on each Condominium for the benefit of every other Condominium and the present and future Owners thereof. Said covenants, conditions and restrictions are and shall be covenants running with the

land or equitable servitudes, as the case may be.

11.2 Each and every of the covenants, conditions and restrictions contained herein shall cease, terminate and be extinguished without necessity of further documentation of any kind, sixty (60) years from the date hereof.

11.3 Breach of any of said covenants, conditions or restrictions and the continuation thereof may be enjoined, abated or remedied by appropriate legal proceedings by any Owner, the Board, or the mortgagee under any real property mortgage or beneficiary under any deed of trust given for value (which mortgagee and beneficiary are hereinafter collectively referred to as "lender"). All of such parties are hereinafter collectively referred to as "enforcing person(s)." Damages at law for any such breach are hereby declared to be inadequate.

11.4 The result of or condition caused by any violation of any of said covenants, conditions or restrictions is and shall be a nuisance; and every remedy in law or equity or hereafter available against a public or private nuisance may be exercised by any enforcing person.

11.5 A breach of any said covenants, conditions or restrictions other than breach by failure to pay assessment(s), if not cured within ten (10) days after written notice of such breach (signed by any enforcing person is served upon the Owner (i) of the Unit in which such breach occurs, or (ii) committing such breach, as the case may be, shall give to the Board the right to immediately re-enter the Unit of such Owner and to terminate and extinguish

all right, title, interest and estate of such Owner in and to the Condominium of which such Unit is a part. The rights granted to the Board shall be exercised or enforced only by legal or equitable proceedings in a court of competent jurisdiction.

11.6 The remedies set forth in this Article for breach of said covenants, conditions and restrictions shall be cumulative, and none of said remedies shall be exclusive.

11.7 The failure of any enforcing person to enforce any of said covenants, conditions or restrictions shall not constitute a waiver of the right to enforce the same thereafter. No liability shall be imposed on or incurred by any enforcing person as a result of such failure.

11.8 In the event any enforcing person shall commence litigation to enforce any of said covenants, conditions or restrictions, such enforcing person, if he prevails in such litigation, shall be entitled to have judgment against and recover from any defendant (other than nominal) such attorneys' fees as the court may adjudge reasonable and proper in such litigation.

ARTICLE XII

Rights of Lenders

12.1 Any Owner may voluntarily or involuntarily encumber his Condominium with or by a real property mortgage, deed of trust or other instrument of hypothecation.

12.2 Each and every lien created by or pursuant to this Declaration, including but not limited to the liens described

in Article VII, is and shall be subordinate, inferior and subject to the lien and charge of any real property mortgage or deed of trust encumbering any Condominium and given for value.

12.3 In the event any lender (i) shall acquire title to any Condominium by judicial foreclosure, exercise of power of sale contained in any real property mortgage or deed of trust, or deed in lieu of foreclosure and (ii) shall thereafter sell and convey such Condominium, any real property mortgage or deed of trust received by such lender as security for all or a portion of the purchase price of such Condominium shall be incontrovertibly deemed "given for value."

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

ARTICLE XIII

Amendment

13.1 At any time(s), and from time to time hereafter, this instrument may be amended by written instrument (or counterparts thereof) (i) signed and acknowledged by the Owners of at least seventy-five percent (75%) of the Condominiums, (ii) bearing, or to which is attached, written consent of the holders of every real property mortgage or deed of trust encumbering (as of the time of recording such amendment) such Condominiums, and (iii) filed for record in the Office of the Recorder of San Diego

County; PROVIDED, HOWEVER, no amendment effecting a change in the manner and apportionment of vehicular parking spaces as set forth in Paragraph 6.2 hereof shall be effective without the unanimous consent of the Owners of Condominiums. Each such amendment shall become effective upon such recording.

13.2 Each amendment made pursuant to Paragraph 13.1 shall, from and after its effective date, be as effective as this instrument as to all Common Areas, Units, Condominiums, the Project, and Owners (as of the effective date) and their successors in interest.

ARTICLE XIV

Miscellaneous

14.1 In the event any covenant, condition, restriction or provision contained in this Declaration is held invalid, void or unenforceable by any court of competent jurisdiction, the remaining portions of this Declaration shall, nevertheless, be and remain in full force and effect.

14.2 Every right, privilege, duty and obligation in or upon the Board shall be exercised by, and shall be a burden upon, the Association. No provision of the Articles of Incorporation or By-Laws of said corporation, and no action of said corporation in violation or contravention of any provision of this Declaration shall be valid, subsisting or of any effect whatsoever.

14.3 This Declaration and every provision hereof shall

LOT 1 OF NORMANDY BY THE SEA, IN THE CITY OF DEL MAR, COUNTY
OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF
NO. 7091 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN
DIEGO COUNTY OCTOBER 20, 1971.

EXHIBIT "A"

NORMANDY BY THE SEA COMMUNITY ASSOCIATION, INC.

AMENDMENT TO DECLARATION OF RESTRICTIONS

The undersigned, being member(s) of the Normandy By The Sea Community Association, Inc., entitled to exercise seventy-five percent (75%), or more, of the voting power of said association, hereby adopts the following amendment to the Declaration of Restrictions of said association:

RESOLVED: That Article V of the Declaration of Restrictions of Normandy By The Sea Community Association, Inc. be and the same hereby amended by changing Section 5.3: ELECTION OF DIRECTORS, to read as follows:

"The term of office shall be for two years with two directors elected in even-numbered years and three directors elected in odd-numbered years."

Robert A. Leavitt Sr.
(signature)

Sumita S. Pector
(signature)

Dec 19, 1980
(date)

(signature)