

Recording requested by,
and when recorded, mail to:

San Elijo Hills Homeowners's Association
P.O. Box 232
Solana Beach, CA 92075

**SECOND AMENDMENT TO
DECLARATION AND ESTABLISHMENT
OF PROTECTIVE COVENANTS AND RESTRICTIONS
SAN ELIJO HILLS**

This Amendment to the Declaration of Covenants and Restrictions ("Declaration") of San Elijo Hills #1, is made this 15th day of November, 1995 by the owners of property more particularly described in Article I of Declaration as Lots 1 through 192, inclusive, of "San Elijo Hills", in the County of San Diego, State of California, according the Map thereof No. 7670, filed in the Office of the County Recorder of San Diego County June 20, 1973.

*Original Protective Covenants and Restrictions recorded 11/23/73 as Doc #73-326049

WHEREAS, Lomas Santa Fe Inc., ("Declarant"), together with Santa Fe Company, Lomas Santa Fe Country Club and Kaiser Aetna were the Owners of portions of that certain real property situated in the Solana Beach Area of the County of San Diego, State of California, described in Record of Survey Map No. 6692, recorded June 14, 1966, as File No. 98776, Official Records, San Diego County; and

WHEREAS, Declarant intended to make a Covenant running with the land pursuant to Section 1468 of the Civil Code of the State of California subjecting the property described in Article I of the Declaration to certain Restrictions, which Restrictions are to be enforceable by the owners of the property; and

WHEREAS, SAN ELIJO HILLS HOMEOWNERS ASSOCIATION INC., successor to the Declarant, submitted proposed amendments to the Declaration and received the affirmative vote and written consent of two-thirds (2/3rds) of the owners of record for said proposals,

NOW THEREFORE the Declaration is amended as follows:

1. Article III BASIC RESTRICTIONS, Section G. NUISANCE AND NON-CONFORMITY, Subsection 4. Signs, the existing section (b) is deleted and replaced with the following:

(b) On any Lot or building site, signs stating that the property is protected by an alarm system, the signs to be

provided by a professional alarm company, may be erected and maintained. Neighborhood Watch signs are also permitted.

2. Article III BASIC RESTRICTIONS, Section G., Subsection 5. Poles, Masts and Antennas shall now read as follows:

No poles, masts or antennas of any type, size or height shall be constructed on any lot, or on or above the roof of any dwelling or structure. Satellite Television Antennas consistent with the restrictions of the appropriate Solana Beach City ordinance are permitted, following approval of the Architectural Committee.

3. Article III BASIC RESTRICTIONS, Section G., Subsection 9. Storage of Materials, Junk, Trash and Manure shall now read as follows:

The storage of or accumulation of junk, trash, manure and other offensive or noxious materials is specifically prohibited. No burning shall be permitted except in fireplaces or barbecues. No trash or garbage cans shall be stored outside of houses, visible from the street.

4. Article III BASIC RESTRICTIONS, Section G., Subsection 11. Use of Garages, shall now read as follows:

Automobiles are to be kept in garages when not in use. The use of driveways in the event that garage space is inadequate is permitted.

5. ARTICLE IV ARCHITECTURAL STANDARDS AND CONTROLS, Section B. ON SITE CONSTRUCTION, Subsection 2. Location on Lots shall now read as follows:

The location of the structure or structures on the building site and the landscaping shall bear such an overall relation to the adjacent properties as to create an aesthetically pleasing overall appearance and to maintain views. Building (sic) shall be placed only on the major pad areas as shown on the approved grading plan. Slopes are specifically excluded as building areas even though other set-back requirements are met. No structure shall be placed on the building site within fifteen feet of the top or toe of the rear pad line.

6. ARTICLE IV ARCHITECTURAL STANDARDS AND CONTROLS, Section C. BASIC STRUCTURAL REQUIREMENTS, Subsection 1. Type and Character of Design. The following sentence is added at the beginning of this section:

The exterior building design of all buildings should be encouraged to be of Ranch, Spanish or Early California styling and character. The exterior building design of all buildings has been so established by Declarant and any proposed additions shall be required to be of consistent design and character. Exterior design in each case shall be compatible to the rural atmosphere of Lomas Santa Fe and subject to approval by the Board, in its sole discretion. Decisions of the Board shall be final.

7. ARTICLE V ARCHITECTURAL AND PLANNING BOARD, Section D. ARCHITECTURAL PERMIT is deleted.

8. ARTICLE VII AMENDMENTS, shall now state as follows:

These restrictions may be Amended at any time, and from time to time, by an instrument in writing signed by Two-Thirds of the then Owners of Record of said property, which said written instrument shall become effective upon its recording in the Office of the County Recorder of San Diego, State of California.

9. A new ARTICLE XV is added to the PC&Rs, is entitled MEMBERSHIP AND VOTING RIGHTS and states as follows:

Every Owner of a Lot shall be a member of the SAN ELIJO HILLS HOMEOWNERS ASSOCIATION, a California Non-Profit Corporation, its successors and assigns, herein called the Association. Membership shall be appurtenant to and may not be separate from ownership of a Lot. Each Owner is obligated promptly, fully and faithfully to comply with and conform to the Articles of Incorporation and Bylaws of the Association and the PC&Rs adopted thereunder from time to time by the Board of Directors, Officers, and Members of the Association. The Association is the successor to the original Declarant under this Declaration pursuant to a written assignment.

Members shall be entitled to one (1) vote for each Lot owned.

10. ARTICLE IX BREACH, Section B. shall now read as follows:

Every act or omission whereby any of the Covenants contained in this Declaration are violated in whole or in part is hereby declared to be and constitutes a nuisance and every remedy allowed by law or equity against a nuisance, either public or private, and specifically California Civil Code Section 1354 as amended, shall be applicable and may be exercised by Declarant, the Board, or the Owner of any of the real property described in said Record of Survey Map No. 6692.

11. ARTICLE IX BREACH, Section C. shall now read as follows:

The remedies herein provided for breach of the Covenants contained in this Declaration shall be deemed cumulative, and none of such remedies shall be deemed exclusive unless the provisions of California Civil Code Section 1354 as amended apply.

12. ARTICLE X RIGHT TO ENFORCE, the last sentence of the first paragraph shall now read as follows:

In any legal proceeding commenced by anyone entitled to enforce or restrain a violation of this Declaration, or any provision thereof, the losing party or parties shall pay the Attorney's fees of the winning party or parties in such amount as may be fixed by the Court in such proceeding unless the provisions of California Civil Code Section 1354, as amended, apply."

IN WITNESS WHEREOF, these Amendments to the Declaration and Establishment of Protective Covenants and Restrictions (of) San Elijo Hills have been approved by the owners of property more particularly described as Lots 1 through 192, inclusive, of "San Elijo Hills", in the County of San Diego, State of California, according the Map thereof No. 7670, filed in the Office of the County Recorder of San Diego County June 20, 1973.

BY: P. R. Burch
President, San Elijo Hills
Homeowners Association
Peter R. Burch

ATTEST: Donna J. Czech
Secretary, San Elijo Hills
Homeowners Association
Donna J. Czech