

**The following notice is pursuant to California Government Code  
Section 12956.1(b)(1))**

## **Notice**

If this document contains any restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code by submitting a “Restrictive Covenant Modification” form, together with a copy of the attached document with the unlawful provision redacted to the county recorder’s office. The “Restrictive Covenant Modification” form can be obtained from the county recorder’s office and may be available on its internet website. The form may also be available from the party that provided you with this document. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

Recording Requested By

When recorded mail document to

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Above Space for Recorder's Use Only

## RESTRICTIVE COVENANT MODIFICATION

I (We) \_\_\_\_\_ have an ownership interest of record in the property located at \_\_\_\_\_ that is covered by the document described below.

The following referenced document contains a restrictive covenant based on race, color, religion, sex, familial status, marital status, disability, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry that violates state and federal fair housing laws and that restriction is void. Pursuant to Section 12956.2 of the Government Code, this document is being recorded solely for the purpose of eliminating that restrictive

covenant as shown on page(s) \_\_\_\_\_ of the document recorded on \_\_\_\_\_ (date)

In book \_\_\_\_\_ and page \_\_\_\_\_, or Document No. \_\_\_\_\_ of the Official records of the County of \_\_\_\_\_, State of California.

The document referenced above was originally indexed in the following manner \_\_\_\_\_ and this document shall be indexed in like manner pursuant to Section 12956.2 (e).

The effective date of the terms and conditions of this modification document shall be the same as the effective date of the original document referenced above.

Dated \_\_\_\_\_



\_\_\_\_\_  
Printed Name(s)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }  
COUNTY OF \_\_\_\_\_ }

On \_\_\_\_\_ before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

# **Restrictive Covenant Modification**

Under current state law, including AB1466 effective January 1, 2022, homeowners can request to modify property documents that contain unlawful discriminatory covenants. Government Code Section 12956.2 allows a person who holds an ownership interest of record in property that the person believes is the subject of an unlawfully restrictive covenant to record a Restrictive Covenant Modification document to have the illegal language stricken. Unlawful restrictions include those restrictions based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, national origin, source of income as defined in Government Code Section 12955 subdivision (p), ancestry, or genetic information.

## **To Record a Restrictive Covenant Modification, you must:**

- Complete a Restrictive Covenant Modification Form; this must be signed in front of a notary public.
- Attach a copy of the original document containing the unlawful restrictive language with the unlawful language stricken.
- Submit the completed document to the County Recorder.

## **This document requires the following:**

1. Name(s) of current owner(s)
2. Identification of document page number and language in violation
3. Recording reference of document with unlawful restrictive covenant
4. Copy of referenced document attached complete with unlawful restrictive language stricken out
5. Signature(s) of owner(s)
6. Signature(s) acknowledged
7. Approval by County Counsel provided to County Recorder

Upon receipt, the Recorder's office will submit the document to County Counsel who will determine whether the original document contains any unlawful restrictions, as defined in Government Code Section 12956.2 subdivision (b). Only those determined to be in violation of the law will be recorded and those that are not, will be returned to the submitter unrecorded.

Please note that the County Recorder is not liable for modification not authorized by law. This is the sole responsibility of the holder of ownership interest who caused the modified recordation per Government Code Section 12956.2 subdivision (f).

Pursuant to the requirements of AB1466, and no later than July 1, 2022, the Assessor-County Clerk-Recorder will post an implementation plan outlining our strategy to identify records with discriminatory restrictions.

DOC # 2006-0527391



JUL 26, 2006 1:52 PM

OFFICIAL RECORDS  
SAN DIEGO COUNTY RECORDER'S OFFICE  
GREGORY J. SMITH, COUNTY RECORDER  
FEES: 25.00  
PAGES: 7



2006-0527391

Recording Requested By:  
CHRISTENSEN SCHWERDTFEGER  
& SPATH LLP  
550 W. "C" Street, Suite 1660  
San Diego, CA 92101

And When Recorded Mail To:  
Don Barton  
Panoramic Estates  
P.O. Box 1955  
Vista, California 92085-1955

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AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Amendment") is made as of this 21 day of July, 2006, by Panoramic Estates, a California general partnership ("Declarant").

RECITALS

Declarant desires to amend the Declaration of Covenants, Conditions, and Restrictions recorded in the Office of the Recorder of the County of San Diego on June 21, 2005, as Document No. 2005-0519510 (hereinafter "Declaration"). In the event of any conflict between the Declaration and this Amendment, this Amendment shall control.

The amendment of this Declaration has been approved by Declarant, which owns more than seventy-five percent (75%) of the lots, and such amendment has been accomplished in accordance with the procedures for amendment of the Declaration.

NOW, THEREFORE, in furtherance of the recitals stated above and the mutual covenants set forth below, Declarant hereby amends the Declaration, and agrees, promises and declares as follows:

A. Amendment of Article III. Article III of the Declaration is hereby amended to add the following provisions without deleting any of the existing provisions of Article III:

12. Enforcement of Committee Rulings. If the Owner of any building site fails to comply with any notice of noncompliance or directive or order from the Committee, then the Committee will have the right and authority, after reasonable notice, to perform the subject matter of the directive or order. If the Committee is required to undertake the performance of the subject matter of its directive, the cost of that performance may be charged to the Owner, and recovered by the Committee in an action at law and/or equity against the Owner. The Committee, however, shall not have the authority to lien any Owner's property without a valid Court order and/or judgment.

In the event that a notice of noncompliance is given and/or recorded, the affected Owner shall have fifteen (15) days in which to provide the Committee with written notice of his/her intent to correct the noncompliant condition, and reasonably specify the means by which the Owner proposes to correct such noncompliant condition. Thereafter, the Owner must diligently pursue correction of the condition referenced within the notice of noncompliance, and promptly notify the Committee upon completion of the required remedial measures. If the Owner fails to either timely notify the Committee of its intent to comply with a notice of noncompliance or does not thereafter diligently pursue the necessary remedial action, the Committee shall have the authority to file an action at law and/or equity against the Owner to compel compliance with this Declaration, and recover any damages caused by the lack of compliance herewith.

The Committee shall have a separate and distinct right to bring a proceeding in law and/or equity to enforce the general and specific intent of this Declaration

13. General Powers and Authority. The Architectural Control Committee shall have the authority to perform all acts that may be necessary for, or incidental to, the performance of the obligations and duties imposed upon it by this Declaration. Its powers shall encompass, without limitation, the following:

(a) The Committee may adopt reasonable guidelines establishing, *inter alia*, acceptable elements of architectural style and landscape architecture, and it may also adopt reasonable rules and regulations governing the procedures by which it reviews and responds to requests by Owners for the making of alterations, improvements and/or structural additions to his/her Lot. The Committee, however, shall not adopt any rules and/or regulations inconsistent with the provisions of this Declaration. Any such rules and regulations shall be developed with the intent of creating a streamlined and organized process by which any Owner may submit plans and specifications to the Architectural Control Committee for review and approval. Additionally, amendments to such guidelines cannot affect architectural proposals previously approved by the Committee or its predecessors-in-interest, and no guideline adopted by the Committee can contravene any portion of this Declaration. In the event of any conflict between a guideline adopted by the Committee and this Declaration, this Declaration shall control. These procedural rules and regulations may be amended from time to time by a majority vote of the Committee of Directors for the Architectural Control Committee, but may not be amended more frequently than once per year. A copy of these rules and regulations shall be made available to all Owners upon their enactment as well as revision, and thereafter at any reasonable time requested by an Owner.

(b) The Architectural Control Committee shall have the right to institute, defend, settle, or intervene in litigation, arbitration, mediation, or other administrative proceeding in its own name as the real party-in-interest, and without joining with it the Owners in matters pertaining to the enforcement of architectural controls.

(c) The Architectural Control Committee shall have the right to require a proponent of any building, addition, wall, fence, swimming pool, tennis court, or other exterior improvements to provide proof that such building, addition, wall, fence, swimming pool, tennis court, or

exterior improvement complies with all applicable laws, regulations and safety standards as a condition precedent to its approval.

(d) In accordance with paragraph 5 of this Article V, the Architectural Control Committee shall have the authority to determine the approximate annual cost to maintain the entry monument, and thereafter require that each Owner contribute an equal sum on an annual basis to be held in a separate account established by the Architectural Control Committee and earmarked exclusively for the maintenance of the entry monument and all associated improvements thereto.

(e) The Architectural Control Committee shall have the authority to undertake those endeavors as are reasonably necessary to carry out its charge as required by this Declaration.

### No Authority

14. No Authority. The Architectural Control Committee shall not have the authority to do any of the following acts:

(a) The Architectural Control Committee is not a homeowners association, and shall not have authority to levy liens against any individual Owner[s] and/or Lot[s], unless such liens are pursuant to court order and/or judgment.

(b) The Architectural Control Committee shall not have the authority to require any Owner to dedicate a portion of his/her property for the common use of all Owners in the Development.

15. Voting Rights. Each Owner shall have a right to cast a single vote for the election of any member of the Architectural Control Committee. The rights of individual Owners to cast any vote in the election of any member of the Architectural Committee is solely dependent upon said Owner's ownership interest in a Lot within the development controlled by this Declaration, and ceases to exist when the Owner no longer holds an ownership interest in a Lot. All rights, duties, and privileges of Owners to participate in an election for members of the Architectural Control Committee is appurtenant to the Lot conveyed, and cannot be transferred, assigned, conveyed, hypothecated, pledged, or alienated, except as part of a transfer of the Owner's entire ownership interest, and only then to the transferee. Any transfer of the Owner's title to his or her Lot shall automatically transfer the appurtenant voting rights to the transferee.

All voting rights of the Owners shall be subject to the following restrictions, limitations, and requirements:

(a) Except as provided in this Article, on each matter submitted to a vote of the Owners, each Owner shall be entitled to cast one (1) vote for each Lot owned.

(b) Fractional votes shall not be allowed. When there is more than one record Owner of a Lot ("co-owners"), only one of them shall be entitled to cast the single vote attributable to

the Lot. Co-owners should designate in writing one of their number to vote. If no such designation is made or if it is revoked, the co-owners shall decide among themselves, by majority vote, how that Lot's vote is to be cast. Unless the Architectural Control Committee receives a written objection in advance from a co-owner, it shall be conclusively presumed that the voting co-owner is acting with the consent of his or her co-owners. No vote shall be cast for the Lot on a particular matter if a majority of the co-owners present in person or by proxy cannot agree on a vote.

(d) The Board shall fix, in advance, a record date or dates for the purpose of determining the Owners entitled to notice of, and to vote at, any election of the Board of Directors for the Architectural Control Committee. The record date for notice of a meeting shall not be more than sixty (60) or less than ten (10) days before the date of the meeting. The record date for voting shall not be more than sixty (60) days before the date of the meeting or before the date on which the first written ballot is mailed or solicited. The Board may also fix, in advance, a record date for the purpose of determining the Owners entitled to exercise any rights in connection with any other action, including without limitation an amendment of this Declaration. Any such date shall not be more than sixty (60) days prior to the action.

(e) Every Owner entitled to vote at any election of the Directors may cumulate the Owner's votes and give one candidate a number of votes equal to the number of Directors to be elected multiplied by the number of votes to which the Owner is entitled, or distribute the Owner's votes on the same principle among as many candidates as the Owner thinks fit. No Owner shall be entitled to cumulate votes for a candidate or candidates unless the candidate's name or candidates' names have been placed in nomination prior to voting and an Owner has given notice at the meeting prior to the voting of the Owner's intention to cumulate votes. If any one Owner has given this notice, all Owners may cumulate their votes for candidates in nomination.

B. Amendment of Article V. Article V of the Declaration is hereby amended and restated to remove the entirety of the existing article and replace it with the following provisions:

#### **ARTICLE V – THE PROPERTY**

1. Property Subject to Declaration. All of the Real Property, including each of the individual Lots, shall be subject to this Declaration.
2. No Common Areas. Each of the Lots shall be owned in fee by the purchaser of such Lot, and no portion of the Property shall be held in common ownership. Rather, rights to transverse and/or use a portion of any Lot not individually owned shall be by reciprocal easements and/or rights granted pursuant to the easement on file with the San Diego County Recorder's Office.
3. Maintenance by Owners. Each Owner shall maintain his or her Lot and the improvements located on it in a clean, sanitary, and attractive condition, which condition shall be comparable to the condition of such property at the time of its initial construction, excepting only normal wear and tear. This duty to maintain includes a responsibility to repair any damage to the improvements located on the Owner's Lot occasioned by the presence of wood-destroying pests

or organisms. In addition, each owner shall maintain those portions of any heating and cooling equipment and all plumbing, electrical, and gas lines, apparatus, and other equipment, whether utility and/or recreational, that are located within or that exclusively serve his or her Lot. This maintenance shall be at the Owner's expense. However, the Owner shall not take any actions that would impair or otherwise alter the structural integrity or mechanical systems or lessen the support of any structural member, without the prior written approval of the Architectural Control Committee, as provided in Articles III of this Declaration.

Each Owner shall also maintain all landscaping on his/her Lot in a sanitary and attractive condition. All landscaping shall be maintained so that it is clear of excessive weed growth and trimmed in a manner consistent with the objectives of this Declaration to maintain a neat and orderly residential community. If any portion of the landscaping upon a Lot is destroyed by fire or other cause, the Owner of the Lot shall restore the landscaping within one hundred eighty (180) days of such damage. Each owner shall keep his /her Lot free from decaying trees and all insect/pest ridden conditions.

4. Easements for Maintenance of Encroachments. None of the rights and obligations of the Owners described in this Declaration or created by deed shall be altered in any way by encroachments due to settlement or shifting of structures or any other natural cause. There shall be valid easements for the maintenance of such encroachments so long as the encroachments exist and such encroachment resulted from a natural cause. In no event shall a valid easement for encroachment be created in favor of an Owner or Owners if the encroachment occurred due to the willful or grossly negligent conduct of the Owner or Owners.

5. Maintenance of Entry Monument. All Owners shall be collectively responsible for maintaining the entry monument to Panoramic Estates as well as all associated improvements thereto, including, without limitation, all water meters, electrical equipment, and irrigation controls. The Architectural Control Committee, described in Article III hereto, shall have responsibility for determining the approximate annual cost to maintain the entry monument, and thereafter require that each Owner contribute an equal sum on a basis no less frequently than annually to maintain the entry monument and all associated improvements thereto. No Owner shall be required to contribute more than any other Owner for the Maintenance of the entry monuments and all associated improvements thereto.

The Architectural Control Committee shall also have the authority to retain all personnel, managers, agents, or other professionals necessary to maintain the entry monument as well as all associated improvements thereto, and it shall require each Owner contribute an equal sum on a basis no less frequently than annually to be held in accounts established by the Architectural Control Committee for the maintenance of these improvements, including without limitation the cost of paying the personnel and managers retained to perform such services. The term "associated improvements" includes those lands, fixtures, landscaping, and other general improvements denoted by this Declaration or other binding written agreement as the responsibility of all Owners as opposed to any individual Owner. The Committee may also adopt reasonable guidelines and regulations in furtherance of its duty to maintain the entry monuments and related improvements thereto.



6. Road Maintenance. Each Owner individually as well as all Owners collectively shall be responsible for compliance with the Private Road Maintenance Agreement. The terms and conditions of such Private Road Maintenance Agreements (copies of which are on file with the San Diego County Recorder as Document Nos. 1999-0792362 and 1999-0792363) are hereby incorporated by reference as though fully set forth herein.

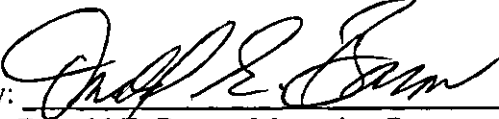
7. Prohibition Against Severance of Elements of Lot. Any conveyance, judicial sale, or other voluntary or involuntary transfer of the Owner's entire estate shall remain subject to the terms of this declaration. Any transfer that attempts to sever the entirety or any component interest covered by this Declaration shall be void.

C. Except to the extent modified by this Amendment, Declarant hereby confirms each of the covenants, agreements and obligations of Declarant set forth in the Declaration.

**DECLARANT:**

Panoramic Estates, a California general partnership

By: Panoramic Estates, a California general partnership

By:   
Donald E. Baron, Managing Partner

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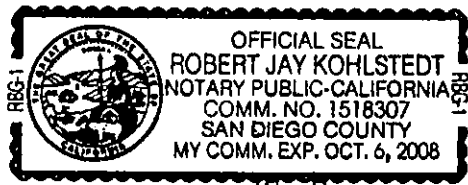
ACKNOWLEDGMENT

State of California )  
 )  
County of San Diego )

On 7/21/06, 2006, before me, ROBERT J. KOHLSTEDT personally appeared, DAVID BARON — personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument "AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS" and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature [Handwritten Signature]



(Seal)