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JOEL M. KRIGER, ESQ.

THE ORIGINAL OF THIS DOCUMENT
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DOCUMENT NUMBER 2013-0598393
Ernest J. Dronenburg, Jr., COUNTY RECORDER
SAN DIEGO COUNTY RECORDER'S OFFICE
TIME: 10:23 AM

and WHEN RECORDED MAIL TO:
Kriger Law Firm
8220 University Avenue, Suite 100
La Mesa, CA 91942

(Space Above for Recorder's Use)

**AMENDMENT TO 2010 RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
CASA DEL SOL OWNERS ASSOCIATION**

**THIS AMENDMENT TO 2010 RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF CASA DEL SOL OWNERS ASSOCIATION** was
approved by a written ballot sent to the entire membership of Casa del Sol Owners Association.

W I T N E S S E T H

WHEREAS, CASA DEL SOL OWNERS ASSOCIATION, a California nonprofit mutual
benefit corporation, has responsibility for the management and control of certain real property
located in San Diego County, State of California, which is more particularly described as:

Lots 1 through 56, inclusive of Casa del Sol Estates Unit No. 1 in the County of San
Diego, State of California, according to map thereof no. 6987, filed in the Office of
the County Recorder of San Diego County, July 14, 1971.

WHEREAS, said property is subject to certain covenants, conditions, restrictions,
reservations, liens and charges as set forth in the 2010 Restated Declaration of Covenants,
Conditions and Restrictions of Casa del Sol Owners Association ("CC&Rs") recorded December
14, 2010 as Document No. 2010-0691344, in the Office of the Recorder of San Diego County.

WHEREAS, Section 13.4 of said CC&Rs provides that they may be amended at any time
by an instrument in writing approved by members representing a majority of the total voting power
of the Association, which said written instrument shall become effective upon recording of the same
in the County Recorder's Office of the County of San Diego, California.

NOW, THEREFORE, the Association hereby declares that the CC&Rs shall be amended as follows:

1. CC&Rs Section 6.3.1 Front Yard Area is hereby deleted.
2. CC&Rs Section 6.2 entitled "Association Maintenance Responsibility with Respect to Lot Improvements" is hereby amended to read as follows (*modified language is double underlined*):

6.2 Association Maintenance Responsibility With Respect to Lot Improvements

The Association shall provide exterior maintenance upon each Lot and Residence which is subject to Assessment hereunder, as follows: paint, stain, repair, replace and care for the exterior building surfaces including roofs, fences, downspouts attached to scuppers and exterior walls, provided that the Association shall not be responsible for the repair and replacement of exterior doors, screen doors, windows, glass sliding doors, gutters, garage doors, or exterior lighting fixtures and other glass surfaces. In addition, the Association shall maintain all landscaping located on the front yard areas of the Owners' private lots.

3. The following entries on the Maintenance Responsibility Checklist, Exhibit "A" to the CC&Rs, are hereby modified as follows:

ASSOC	OWNER
X	Landscaping - entry ways
X	Landscaping - front yard

We, the undersigned, do hereby certify that:

1. We are the duly elected and acting President and Secretary of Casa del Sol Owners Association, a California nonprofit mutual benefit corporation; and

2. That on September 4, 2013, a written ballot of the membership was concluded at which time a majority of the total voting power of the Association or more of the membership voted in favor of the amendments to the CC&Rs which are contained in this document.

IN WITNESS WHEREOF, we have hereunto subscribed our names this 19 day of September, 2013.

CASA DEL SOL OWNERS ASSOCIATION,
a California nonprofit mutual benefit corporation

By:


Joseph Nickerson, President

By:


Colleen Wilkey, Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego

On 09/19/2013 before me, Penny J. Silva, Notary Public

personally appeared Joseph Nickerson and

Colleen Wilkey

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 signature(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.

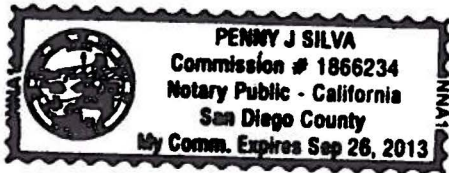
WITNESS my hand and official seal.

Signature

Penny J. Silva

Signature of Notary Public

Place Notary Seal Above



OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

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- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

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