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 GREGORY J. SMITH, COUNTY RECORDER
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RECORDING REQUESTED BY
 AND WHEN RECORDED MAIL TO:

Epsten Danow Howell & Gatlin, APC
 16835 W. Bernardo Drive, Suite 109
 Rancho Bernardo, California 92127

(Above Space for Recorder's Use)

**AMENDMENT
 TO THE
 AMENDED AND RESTATED DECLARATION OF RESTRICTIONS
 FOR OCEANSIDE MANOR (PACIFICA)**

This document is recorded for the purpose of amending that certain Amended and Restated Declaration of Restrictions for Oceanside Manor (Pacifica), as amended from time to time (hereafter "Declaration"), that was recorded in the Office of the County Recorder of San Diego County, California on recorded on August 6, 1998 as Document No. 1998-0495224 against the property (hereafter "Property") legally described below:

Lots 1 through 87, inclusive, of Oceanside Manor Unit No. 1, in the City of Oceanside, in the County of San Diego, State of California, according to Map thereof No. 7648 filed in the Office of the County Recorder of San Diego County on May 30, 1973, the boundaries of some of which Lots having been changed by Parcel Map No. 2123, filed in the Office of the County Recorder of San Diego County of November 30, 1973;

Lots 88 through 155, inclusive, of Oceanside Manor Unit No. 2, in the City of Oceanside, County of San Diego, State of California, according to Map thereof No. 8348, filed with the County Recorder of San Diego County on July 26, 1976;

Lots 156 through 237, inclusive of Oceanside Manor Unit No. 3, in the City of Oceanside, County of San Diego, State of California, according to Map thereof No. 8462 filed with the County Recorder of San Diego County on January 19, 1977; and

Lots 55 and 56, inclusive, of Pacific Hermosa, in the City of Oceanside, County of San Diego, State of California, according to Map thereof No. 8419 filed with the County Recorder of San Diego County on November 24, 1976;

The owners and members of Oceanside Manor Homeowners Association, who are subject to the Declaration, now wish to amend Section 9.1.6 of the Declaration to state the circumstances under which the Association or the Owners will be required to pay some or all of the deductible on an insurance claim under the Association's master insurance policy. It will add a new section 9.1.7 to clarify existing practice, namely that the Board determines the amount of any deductible. It will also amend Section 9.11 of the Declaration to address the effect of an owner's choice to obtain or not to obtain individual casualty insurance apart from the Association's master insurance policy.

These amendments have been adopted by the Owners under the provisions of Section 12.1 of the Declaration, which require amendments to be approved by at least 66 2/3% of the Association's voting power, based on one vote per lot. Under the provisions of Section 12.2 of the Declaration, the amendment of Section 9.1 also requires approval by 51% of the "Eligible Lenders," but the undersigned President and Secretary certify that there are currently no such Eligible Lenders.

California Civil Code §1355 and Section 12.1 of the Declaration, when read together, provide that an amendment is effective after (1) approval of the percentage of Owners required by the governing documents has been given, (2) that fact has been certified in a writing executed and acknowledged by the President and Secretary of the Association for such purpose, and (3) the writing has been recorded in San Diego County.

The undersigned President and Secretary certify that one hundred sixty-two (162) affirmative votes and one (1) negative vote were cast on these amendments out of a voting power of two hundred twenty-three, representing an affirmative vote by 72.6 % of the voting power of the Association. Thus, the undersigned President and Secretary further certify that these amendments were properly adopted, since they were approved by at least 66 2/3% of the Association's voting power.

NOW THEREFORE, Article 9, Section 9.1 is hereby amended to modify the existing subsection 9.1.6 and to add a new subsection 9.1.7, and Article 9, Section 9.11 of the Declaration is hereby amended, all as set forth in full below: Additions to the existing text are shown using *bold italics*, and deletions are shown using ~~strikeouts~~.

[Article 9]

- 9.1.6 ~~Any deductible provision of insurance obtained in compliance with this Section 9.1 shall be paid by the Association from insurance reserves, if available, or by Special Assessment of the Owners of Lots then affected by this Restated Declaration. To avoid excessive claims against the Association's insurance policies for small losses and to encourage Owners to obtain insurance on the property for which they are responsible on their own Lots, the responsibility for payment of the deductible shall be as follows when a claim is paid from the insurance coverage carried by the Association:~~

a. If the damage or loss is limited to an area on one Lot, the Owner of that Lot shall be responsible for the deductible on the Association's master insurance policy.

b. If the damage or loss occurs on adjacent Lots on which there is one residential Building, the deductible shall be apportioned between the two affected Owners based on the ratio of the cost of repair on each Lot to the total cost of repair.

c. If the damage or loss occurs to property owned by the Association, or to the Common Area, the Association shall be responsible for the deductible.

d. Notwithstanding the above, the Association shall be responsible for paying the deductible, (1) if damage or loss from an insured claim occurs to more than one residential Building (i.e. to two or more non-contiguous structures) from the same occurrence, or (2) if the total insured loss from any claim under the Association's policy equals or exceeds \$25,000.

e. Because flood and earthquake insurance has been expensive, and the deductibles have been very high, the Association did not carry either flood or earthquake insurance at the time this amendment was enacted. Thus, the above policies shall not apply to claims arising out of flood or earthquake insurance policies. If, at a future date, the Association contemplates purchasing flood or earthquake insurance, the Board shall consult with the Owners about the options for the payment of premiums and the payment and apportionment of deductibles, but the Board shall have the right to determine who will pay the deductibles and how the deductibles will be apportioned for claims arising under any flood or earthquake policy.

f. The policies for apportioning deductibles or the duty to pay deductibles, under subparagraphs a through e above, apply without regard to any determination of fault or liability on the part of any party or parties for the insured loss. This section is not intended to preclude any party who pays a deductible from having the right to seek recovery through appropriate legal proceedings from the party or parties alleged to have fault or liability for the insured loss.

9.1.7 *The Board of Directors shall have the power to determine the amount of any deductible applicable to any insurance policy carried by the Association.*

9.11 **Owner Property Insurance.** Owners are responsible for obtaining and maintaining insurance, at their sole expense, to protect against any damage to, loss of, or cost of repair or replacement of personal property. The includes, but is not limited to, furniture, belongings, window coverings, floor coverings, wall coverings, appliances not permanently attached to the building, and any improvements or upgrades that may not be covered by the Association's policy. Their policy's Building coverage should bridge the gap between the Association's policy for cash value and the actual

replacement cost, any assessments necessitated by a catastrophe, and any deductible required to avail themselves of additional funds through the Association policy.

Owners need not separately insure their Dwelling against loss by fire or other casualty, *but only to the extent such loss is* covered by the Association's blanket insurance carried under Sections 9.1 or 9.5. *An owner who fails to obtain or chooses not to obtain such individual property insurance agrees to hold the Association harmless from any loss or damage that could have been avoided if the Owner had obtained appropriate individual property insurance coverage.*

This completes the text of the proposed amendments. It is intended that the terms of these amendments shall control to the extent any other provisions of the Declaration may conflict with them. This amendment shall take effect immediately upon recording. Except as expressly modified by this amendment, all remaining provisions of the Declaration shall remain in full force and effect.

Executed and acknowledged on the date indicated hereafter.

OCEANSIDE MANOR HOMEOWNERS ASSOCIATION

By: James C. Goodrich
James C. Goodrich, President

By: Beverly L. Thomason
Beverly L. Thomason, Secretary

[Acknowledgments Follow on the Next Page.]

STATE OF CALIFORNIA)
) SS.
COUNTY OF SAN DIEGO)

On November 7, 2000 before me, the undersigned, a Notary Public in and for said State, personally appeared James C. Goodrich and Beverly L. Thomas, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person s whose name s are subscribed to the within instrument and acknowledged 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.

WITNESS my hand and official seal.

[SEAL]

Barbara S. Kelly
Notary Public in and for said State



STATE OF CALIFORNIA)
) SS.
COUNTY OF SAN DIEGO)

On _____, 2000 before me, the undersigned, a Notary Public in and for said State, personally appeared _____ and _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person _____ whose name _____ is/are subscribed to the within instrument and acknowledged that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature _____ on the instrument the person _____, or the entity upon behalf of which the person _____ acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

Notary Public in and for said State