

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

Julian Estates Property Owners' Association  
P. O. Box 339  
Julian, California 92036

(Above Space for Recorder's Use)

**2021 SECOND AMENDED AND RESTATED  
DECLARATION OF RESTRICTIONS  
FOR  
JULIAN ESTATES PROPERTY OWNERS' ASSOCIATION, INC.  
A Common Interest Residential Development**

## **2021 SECOND AMENDED AND RESTATED**

### **DECLARATION OF RESTRICTIONS FOR**

#### **JULIAN ESTATES PROPERTY OWNERS' ASSOCIATION**

THIS 2021 SECOND AMENDED AND RESTATED DECLARATION OF RESTRICTIONS is made on the day and year hereinafter written, by Julian Estates Property Owners' Association, a California nonprofit mutual benefit corporation ("Association"), with reference to the following Recitals.

#### **RECITALS**

A. The Association is a corporation whose Members are the Owners of all the Lots within that certain real property in the County of San Diego, State of California, more particularly described in Exhibit "A" attached hereto and made a part hereof ("Julian Estates").

B. Julian Estates is a private, gated, residential common interest development consisting of forty-one (41) Residential Lots (hereafter "Lots" or "Separate Interests").

C. Ownership of the Lots is currently subject to the covenants, conditions, restrictions, rights, reservations, easements, equitable servitudes, liens and charges set forth in:

1. The Amended and Restated Declaration of Restrictions for Julian Estates Property Owners' Association, Inc., recorded on December 7, 2006 as Document No. 2006-0869006, (the "Restated Declaration").
2. The Amendment to 2006 Consolidated and Amended Declaration of Restrictions for Julian Estates Property Owners Association, recorded on February 26, 2014 as Document No. 2014-0077930.
3. Any other amendments or documents that may appear of Record. All of the above documents are recorded in the Official Records of the County Recorder of San Diego County, and are hereinafter referred to together as the "Restated Declaration" unless the context clearly indicates otherwise.

D. The Association now desires to amend and restate the Restated Declaration, and replace it in its entirety with this Second Restated Declaration.

E. The Restated Declaration, in Article 17, provides that it may be amended, in whole or in part, by the written consent of two-thirds (2/3) of the Owners responding to a ballot solicitation to amend the Restated Declaration, provided there is a quorum. The undersigned President and Secretary of the Association certify that, to the best of

their knowledge, the affirmative vote or written consent of at least two-thirds (2/3) of the Owners responding to a ballot has been obtained.

## **COVENANTS, CONDITIONS, AND RESTRICTIONS**

The undersigned hereby declare that all of the lots in Julian Estates of the Subdivisions in Exhibit A have been and hereafter shall continue to be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the declarations, limitations, covenants, conditions, restrictions, reservations, rights, and easements set forth in this Declaration, as the same may be amended from time to time, all of which are declared and agreed to be in furtherance of a plan established for the purpose of maintaining and preserving the value, desirability, and attractiveness of the Lots and Common Areas. All provisions of this Declaration shall constitute covenants running with the land and enforceable equitable servitudes upon all Lots in Julian Estates of the Subdivision, and shall be binding on and for the benefit of all parties having or acquiring any right, title, or interest in all or any part of the Lots, including the heirs, executors, administrators, and assigns of these parties and all subsequent owners and lessees of all or any part of a Separate Interest.

### **1.DEFINITIONS.**

- 1.1. A "Lot" means each of the lots described in Recital A, as shown on the subdivision Maps for the property.
- 1.2. An "Owner" means the record owner of fee title to a Lot whether one or more persons or entities.
- 1.3. The "Property" means the real property described in Recital A, all of which is subject to this Declaration.
- 1.4. Julian Estates Property Owners' Association meeting "Quorum."
  - 1.4.1. A Quorum for any Julian Estates Property Owners' Association (hereafter "JEPOA") meeting shall consist of a simple majority of Lot Owners (i.e. 21 Lot Owners of the total of 41 Lots). Each Lot is equal to one vote.
  - 1.4.2. A Lot Owner not physically present at a JEPOA meeting may provide a written signed proxy to another Lot Owner. Such a proxy shall allow the bearer to speak for and vote on behalf of the grantor and shall be counted toward the number needed to achieve a quorum as though the proxy grantor were present. Owners not present may also submit a written ballot when provided by the Association re: elections, assessments, and proposed amendments to the CC&R's.
  - 1.4.3. A quorum must be present at any JEPOA meeting in order to entertain and/or approve motions.
- 1.5. Parliamentary Authority

- 1.5.1. The rules contained in Robert's Rules of Order, Newly Revised Edition, will govern the JEPOA meetings in all cases, except when they are inconsistent with this Declaration or any special rule of order a JEPOA committee may adopt.
  - 1.5.2. Unless otherwise specified in this Declaration, all JEPOA meeting and committee questions shall be decided by a simple majority vote of the quorum.
- 1.6. "Governing Documents" means this Second Restated Declaration and any other documents such as the Articles, Bylaws, Rules or Regulations which govern the operation of the Association.

**2.STRUCTURE OF THE ASSOCIATION.** The JEPOA is an incorporated Association organized for the purpose of managing the community and is charged with the duties and invested with the powers prescribed by law and the Governing Documents. Membership in the Association is automatic with ownership of a Lot in Julian Estates. Owners shall elect three members to the Board of Directors and the following officers annually: (1) president, (2) secretary, and (3) treasurer. These elected members shall operate the JEPOA in its obligation to enforce and oversee the Governing Documents of Julian Estates. The Board of Directors may also establish committees and select/approve committee members. All Association directors, officers and committee members must be Owners. The JEPOA Board may perform all acts that may be necessary for or incidental to the performance of the obligation and duties imposed upon it including, but not limited to, the power to adopt reasonable rules governing the use of the Lots, dwellings, common area, any Association owned or maintained property, and the conduct at Board and members' meetings.

**3.OWNER'S RESPONSIBILITIES.** Owners have the responsibility to pay JEPOA assessments when due. Owners shall abide by the terms of the CC&Rs, Bylaws, Articles of Incorporation, any rules or regulations, the Fuel Break Maintenance Agreement, and any amendments thereto now existing or hereafter adopted.

**4.BUILDINGS.** No primary dwelling shall be constructed which has a total floor area (exclusive of porches, patios, garages, exterior stairways and landings) of less than 1200 square feet. Any new primary dwelling requires construction of a two-car garage. A primary dwelling shall not be a manufactured home, as defined in Section 18007 of the Health and Safety Code, or any successor statute or law.

**5.DWELLING IN TEMPORARY AND MOVABLE STRUCTURES.** Temporary and movable structures include, but are not limited to cargo containers, outbuildings, motor homes, trailers, campers and buses. No structure of a temporary or movable character shall be used on any Lot at anytime for dwelling (residing) purposes with two exceptions: (1) while constructing a permanent residence a trailer, camper or motorhome may be used as temporary living quarters for a maximum period of twelve months, (2) an owner may place a motorhome or trailer on his/her own property for temporary housing for a maximum of seventeen days per year. Any structure of a temporary or movable character must be screened from view of any roads and other properties as much as is reasonably possible.

**6.VEHICLES/EQUIPMENT ON LOTS.** No motor vehicles which are under repair or not in operating condition shall be placed or permitted to remain in open view on any Lot. Nothing in this restriction shall prevent a vehicle owner from repairing a vehicle inside a garage on his/her own property where said vehicle is not in open view. All equipment, farm machinery, vehicles, boats, trailers and other recreational vehicles and supplies shall be stored or maintained in a building or behind a screened area so as to not be visible from any roads or other properties as much as is reasonably possible.

Vehicles shall not be parked on the street. Exceptions may be made with prior written consent from the JEPOA president for special non-recurring one-off events where the need for parking exceeds the Owner's capacity to provide parking for all vehicles. Owner must notify JEPOA president 48 hours prior to any special event that could lead to parking overflow from property boundaries.

**7.VEHICLE OPERATION.** Motorcycles and gasoline powered recreational vehicles, including, but not limited to, 4-wheelers, 3-wheelers and other off-road vehicles, shall not be operated within Julian Estates for recreational purposes. All vehicles shall be operated in a safe manner. The maximum speed limit on Julian Estates roads is 20 mph.

**8.SHOOTING.** No one shall discharge firearms of any kind including "target shooting" and "skeet shooting" from any Property within Julian Estates. There shall be no hunting of wildlife by any means.

**9.FIRE PROTECTION.** Prior to the issuance of a building permit for each Lot, each building shall have an approved plan for installation of a water storage tank and/or such other fire protection requirements as may be required by the County of San Diego. This restriction may not be removed or amended without the express, advance written permission of the County of San Diego and/or other agency having jurisdiction, whichever is empowered to enforce such fire protection requirements. An accumulation of combustible vegetation, dead or dying trees, green waste, rubbish, or other materials which creates a fire hazard and therefore constitutes a threat to general health and safety is strictly prohibited. Owners are also referred to the subdivision Road and Fuel Break Maintenance Agreement for fire protection requirements specific to Julian Estates and to the JEPOA Board-adopted "Fire Prevention Rule."

Pile burning is prohibited anywhere within Julian Estates.

Violation of the above pile burning restrictions anywhere within Julian Estates by any owner or his/her tenant, guest, and/or agent may result in a fine up to \$5,000 per violation being levied against the property Owner, after proper notice and hearing.

**10.BUSINESSES.** Lots shall be used for residential purposes only, regardless of any non-residential uses permitted by current or future zoning documents. Activities of a commercial or manufacturing nature are specifically prohibited, including but not limited to the operation or advertising of a bed and breakfast or short-term rental. For purposes of this section “short term rental” shall be defined as a rental period of less than thirty (30) days. Low-impact home businesses are permitted so long as they are merely incidental to the use of the Lot as a residence and do not create a nuisance for Julian Estates and comply with San Diego County Ordinance 6156(m) [which sets forth permissible Home Occupations] or any future ordinance.

**11.ANIMALS (PETS, HORSES AND OTHER ANIMALS).** Animal regulations are governed by San Diego County Zoning Ordinance Summary based on acreage and use type (Section 3100).

11.1. Animals within Julian Estates are subject to the following additional restrictions:

11.1.1. A maximum of two horses and three dogs may be kept on any Lot.

11.1.2. Wild animals may not be kept or confined on any Lot. For purposes of this section, “wild animals” means any animal that is not normally domesticated in the United States including, but not limited to, any lion, tiger, bear, nonhuman primate (monkey, chimpanzee, etc.), wolf, cougar, ocelot, wild cat, skunk, raccoon, ferret, venomous reptile, boa, python, anaconda, members of the order Crocodilia, or other such animal (ferae naturae) irrespective of its actual or asserted state of docility, tameness, or domesticity.

11.1.3. Under no circumstances may any animal be kept on a Lot for commercial purposes.

11.1.4. Animals and/or domestic pets must not create any objectionable noise or odor and are restricted to the Owner’s premises. Exception: When not on the Owner’s property, all animals must be under the physical control of a handler (e.g. dogs must be kept on a leash). Animals or domestic pets must be housed or maintained in a building or behind a screened area so as to not be visible from any roads or other properties as much as is reasonably possible.

11.1.5. Persons desiring to enter non-common areas of the development while horseback riding, dog walking, etc. shall obtain permission in advance from the Property Owner.



- 11.1.6. Animal waste deposited in any Julian Estates common area or on any other Owner's property shall be removed at once by the animal handler.

**12. BARNs AND STORAGE BUILDINGS.** Said structures are subject to San Diego County Zoning Ordinance Section 6156 which governs the size, height and setback requirements. Such buildings must conform to the terms of Ordinance 7175.

**13. SIGNAGE.** No commercial signs of any kind shall be erected anywhere within Julian Estates including the area outside the gates on Highway 79. Noncommercial signs and posters that are more than 9 sq. ft. and noncommercial flags or banners that are more than 15 sq. ft. in size are prohibited. An Owner of any Lot or his/her agent may erect a temporary sign within the property boundaries when the Lot/home is for sale or rent.

Address sign characters/numbers must be a minimum of 4 inches high per San Diego County Fire Code Ordinance #901.4.4.1 and must be clearly posted at every residence for fire/medical emergencies.

**14. NUISANCES.** No activity that constitutes a nuisance is permitted on any property or common area of Julian Estates. All Owners shall comply with the requirements of local and state authorities and with all applicable statutes and ordinances, including those regarding occupancy and use of their property.

It is recognized that occasional annoyances of neighbors may be unavoidable. Owners should make every effort to minimize all nuisances and should attempt to resolve any disputes directly with their neighbors. Such nuisances may include, but are not limited to, noise, unsupervised animals, outside lighting, or construction debris.

Each Owner shall be responsible to ensure that his/her guests, tenants, licensees, and hired or contracted workers comply with all provisions of the Julian Estates Governing Documents.

**15. ZONING RESTRICTION.** As a condition to issuance of a building permit for each Lot in Julian Estates, San Diego County Ordinance 7175 has created a "D" Designator for Julian Estates. This requires approval of a site plan by the County of San Diego. The purpose of the site plan review procedure is to regulate: (a) grading, (b) architecture, (c) exterior lighting, (d) landscaping, (e) fencing, and (f) wells, septic systems, water tanks and water lines. Each Owner is responsible for processing the site plan for his/her Lot, in compliance with applicable zoning regulations.

**16. ASSESSMENTS.** Owners, by acceptance of the deed to a Lot, agree to pay all annual and special assessments levied by the Association sufficient to perform its obligations, including, but not limited to, the operation, replacement, improvement and maintenance of the community including, but not limited to, roads, culverts, gates, and emergency exits that are part of the Julian Estates common areas, and to discharge any other obligations of the Association. Any late charges, costs of collection, and interest incurred shall also be the obligation of the Lot Owner. Except in emergency situations, assessment may be increased in accordance with Civil Code section 5605(b) or any successor statute or law.

Special assessments may be levied equally if regular assessments will be inadequate to defray unexpected repairs or capital improvements.

Individual assessments may be levied against Owners and Lots whenever the Association performs any service or maintenance which is the duty of any Owner to accomplish but which has not been accomplished or the Association incurs any costs to remedy the effects of the Owner's noncompliance with the Governing Documents or incurs any costs which by law or as required by the Governing Documents must be reimbursed by an Owner.

**Assignment of Rent:** This assignment is for the purpose of collecting all assessments, late charges, interest, fines, monetary penalties, and costs of collection, including attorneys' fees due to the Association pursuant to the CC&Rs which are in default. This assignment applies to any lease or rental agreement now existing or hereinafter made. Each Owner does hereby presently assign to the Association, absolutely and regardless of possession of the property, all rents and other monies now due or hereafter to become due under any lease or rental agreement or otherwise for the use or occupation of any or all parts of any Lot owned by the Owner. The Association hereby confers on each Owner the authority to collect and retain the rents and other monies derived from any such lease or rental agreement as they become due and payable, provided that the Association, at its sole discretion, may revoke such authority at any time, upon written notice to the Owner of a default in the payment of any Assessments due. Upon revocation of such authority, the Association may collect and retain such rental monies, whether past due and unpaid or current. The Association's rights under this Section are in addition to and not in place of the rights described in section 19 to file a lien and foreclose upon a lien. The Association's rights shall be subordinate to the rights of any First Lender. For purposes of this section "First Lender" means a mortgagee that has priority over all other mortgages or holders of mortgages encumbering the same Lot or other portions of the community. The

Association shall only exercise its rights to collect rental monies in compliance with California Civil Code section 2938, as amended from time to time, or any successor statute. Further, the Association shall only exercise this right after filing a lien described in section 19 below and after providing the Owner with notice and a hearing pursuant to any applicable laws. By recordation of this document, each Owner expressly consents to and is bound by this assignment of rents to the Association.

**17.AMENDMENT.** This Declaration may be amended or revoked, in whole or in part, by the affirmative vote of at least two-thirds (2/3) of a quorum. Any amendment or revocation shall be in writing, approved by the required percentage of Owners, and recorded in the Official Records of San Diego County, California.

Owners shall be notified by mail or electronic transmission of any proposed amendment to or revocation of provisions of the Julian Estates CC&Rs at least 30 days prior to the request to vote on said proposed changes.

**18.LEASING.** Leasing Definition--"Leasing" is defined as regular exclusive occupancy of a property by any person or persons other than the Owner for which the Owner receives compensation. All leasing and other rental agreements of Julian Estates properties shall be in writing and shall be governed by the following provisions:

- 18.1. All leases and rental agreements shall be subject in all respects to the Governing Documents of Julian Estates and shall provide that failure to comply with the requirements of the Governing Documents shall constitute a default under the lease which may be cured by eviction of the tenant either by the Owner or the Association. The owner must make available to the tenant copies of the Governing Documents. However, the failure of the owner to provide his or her tenant with current copies of these documents shall not be a defense to any violation of the Governing Documents by the tenant.
- 18.2. All leases and rental agreements shall provide that any failure of a lessee or tenant to comply with the terms of any Governing Document relating to residential leases, property use restrictions, or the use and enjoyment of any portion of the Common Area shall constitute a default under the lease or rental agreement and shall entitle the Owner to terminate the tenancy on thirty (30) days' written notice.
- 18.3. Within fourteen (14) days after entering into the lease of a property the owner shall provide the Board with the name, telephone number and address of the lessee, and the name, address and phone number where such owner can be reached, and such other information as the Board may reasonably require.

- 18.4. There shall be no subleasing of a property or assignment of leases and rental agreements unless approved by the owner. Any sublease shall be subject to the same requirements as the primary lease. All leases and rental agreements must be for a term of no less than 30 days and not for hotel, transient, fractionalized ownership interest or time-share purposes.
- 18.5. All leases and rental agreements must be for the entire dwelling, and not merely parts thereof, unless the Owner remains in occupancy.

**19. ENFORCEMENT.** Breach of any of the covenants, conditions and restrictions set forth herein may be enjoined, abated or remedied by appropriate legal proceedings by one or more owners or the Association. Financial responsibility for any legal relief sought by an owner with regard to terms of the CC&Rs and Private Road and Fuel Break Maintenance Agreement shall be borne entirely by the owner seeking said relief.

Late charges may be levied for delinquent payments, including any assessment, monetary penalty, or fine. A late charge not to exceed 10% of the delinquent payment and interest at the annual percentage rate of twelve percent (12%) commencing thirty days after the assessment or fine becomes due will be applied to late payments. The Association may also recover reasonable costs incurred in collection of the delinquent payment, including actual attorneys' fees.

A delinquent assessment, late charges, attorney's fees and interest shall become a lien upon the Lot when a Notice of Assessment Lien is duly recorded per Sections 5650 et seq., 5700 et seq., & 2924b of the California Civil Code. The Board may authorize any officer to sign said Notice.

- A. The Notice may be recorded thirty (30) days after a written demand letter has been mailed via certified mail.
- B. If not paid in full thirty (30) days after recordation the Lien may be enforced through judicial or nonjudicial foreclosure.
- C. If all sums are paid before completion of foreclosure the Association shall record a Notice of Satisfaction and Release of Lien.

In the event an attorney is engaged by the Board to enforce any provision in the Governing Documents, the Association shall be entitled to recover from the adverse party to the controversy its actual attorney's fees and costs incurred whether or not the matter proceeds to litigation. This section shall also apply to fees incurred to collect post judgment costs.

The Board of Directors may levy, subject to the limitations of the Governing Documents, a fine against an Owner and his or her Lot for any failure to comply with the requirements of the Governing Documents. Prior to levying any fine, the

Board of Directors shall provide the Owner with a notice and opportunity to be heard in accordance with Civil Code Section 5855. In the event the Board of Directors imposes a fine, that fine shall be subject to costs, late charges and interest as described in this section for delinquent payment, and may become a lien on the Lot, collectible by the Association through judicial foreclosure. In no event may the Association collect a fine through nonjudicial foreclosure.

**20.INSURANCE.** The Association shall obtain and maintain a comprehensive public liability and property damage liability policy insuring the Association against any liability for bodily injury, death or property damage.

The Association shall obtain and maintain a policy which covers the individual liability of Directors and Officers.

Exhibit A

Lots 1 through 23 inclusive of County of San Diego Tract 4489, in the County of San Diego, State of California, according to Map thereof No. 4489-1, Map 11900 filed in the Office of the County Recorder of San Diego County on September 17, 1987. Declarant intends to develop the Property as a residential project to be known as Julian Estates.

Lots 24 through 30 inclusive of County of San Diego Tract 4489, in the County of San Diego, State of California, according to Map thereof No. 4489-2, Map 12094 filed in the Office of the County Recorder of San Diego County on June 9, 1988. Declarant intends to develop the Property as a residential project to be known as Julian Estates.

Lots 31 through 41 inclusive of County of San Diego Tract 4489, in the County of San Diego, State of California, according to Map thereof No. 4489-3, Map 12856 filed in the Office of the County Recorder of San Diego County on September 11, 1991. Declarant intends to develop the Property as a residential project to be known as Julian Estates.

IN WITNESS WHEREOF, the undersigned has executed this Amended and Restated Declaration of Restrictions this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

DECLARANT:

Julian Estates Property Owners Association, Inc.  
a California non profit common interest corporation

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Secretary

STATE OF CALIFORNIA       )  
  )  
COUNTY OF SAN DIEGO    )

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public,  
personally appeared \_\_\_\_\_ and \_\_\_\_\_  
☐ personally known to me

☐ 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.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public