

**Recording Requested By**  
PEACOCK HILLS SENIOR  
COMMUNITY ASSOCIATION

THE ORIGINAL OF THIS DOCUMENT  
WAS RECORDED ON JAN 25, 2006  
DOCUMENT NUMBER 2006-0055151  
GREGORY J. SMITH, COUNTY RECORDER  
SAN DIEGO COUNTY RECORDER'S OFFICE  
TIME: 10:32 AM

**And When Recorded Return To:**

Peacock Hills Senior Community  
Association  
1525 Peacock Blvd.  
Oceanside, CA 92056-2101

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**FIRST AMENDMENT TO THE  
RESTATED DECLARATION OF RESTRICTIONS  
OF  
PEACOCK HILLS SENIOR COMMUNITY**

This Document amends that certain "Restated Declaration of Restrictions" ("Declaration") recorded January 14, 2005 as Document No. 2005-0037898, in the Office of the County Recorder of San Diego County, California, affecting real property described as:

Lots 1 through 922, inclusive, of Peacock Hills No. 1, 2, 3 & 4 in the City of Oceanside, County of San Diego, State of California, according to Maps Number 8390, 8627, 8882 and 9194 filed in the Office of the County Recorder of San Diego County, on September 28, 1976, August 1, 1977, June 7, 1978 and April 27, 1979 respectively.

It is now the intention of the present owners of the Lots in the above-described property to amend said Declaration previously recorded.

The following sections of said Declaration shall be amended as set forth:

3.3 Effect of Nonpayment of Assessments. An Assessment, or installment thereof, shall be delinquent if not paid within fifteen (15) days of the due date set forth in section 3.1.1(c). A late charge ten dollars (\$10.00), to compensate the Association for increased bookkeeping, billing, and administrative costs of dealing with late payments, shall be imposed. Additionally, interest at the rate of seven percent (7%) per annum shall be charged with respect to any Assessment or installment thereof not paid within 30 days of the date due. Returned checks will be assessed the amount permitted to be charged by Civil Code section 1719 (currently \$25.00 for the first NSF check and \$35.00 for each subsequent NSF check).

9.5 Nuisances. No noxious or offensive activities (including but not limited to the repair of motor vehicles, except in emergencies) shall be permitted upon the Properties. No Owner shall allow interior furniture, furnishings or other personal belongings of such Owner to remain outside the Living Unit, where it may be visible from the streets within the Properties or adjacent Lots, except as authorized by the Board. No horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of a Living Unit and its contents, shall be placed or used on the Properties. No junk vehicle (including, without limitation, any vehicle that is inoperable, or not currently registered with DMV, dilapidated, materially damaged, or has broken windows) shall be permitted within the properties. No vehicle shall be parked on the Lot except in the driveway or garage. Noisy or smoky

vehicles, large power equipment and large power tools, off-road motor vehicles or items which may unreasonably interfere with television or radio reception of any Owner in the Properties, and objects which create or emit loud noises or noxious odors shall not be located, used or placed on any portion of the Properties, or on any public street abutting the Properties, or exposed to the view of other Owners without the prior written approval of the Board. All vehicles, including motorcycles, must be equipped with operational mufflers that minimize exhaust noise. The Board shall have the right to determine if any noise, odor, or activity producing such noise or odor constitutes a nuisance, including but not limited to, barking dogs, noisy vehicles and power equipment. Each Owner shall be accountable to the Association and other Owners for the conduct and behavior of persons residing in or visiting his or her Lot.

9.12 Height Limitation. No Living Unit shall be more than one story in height. No landscaping shall block the view of traffic at street corners. The decision of the Board as to whether landscaping blocks the view or causes a safety hazard at a corner shall be final. No fence upon a Lot shall exceed six feet in height and no fence or wall shall be constructed in the front yard setback area. The Board may approve retaining walls in the front yard, not to exceed the height of six inches above the ground level immediately adjacent to the wall, to control erosion.

9.13 Temporary and Accessory Buildings. No outbuilding, shack, shed or other temporary or accessory building or improvement of any kind shall be placed or erected upon any Lot without the prior written consent of the Board. Neither the Board nor the ARC shall approve any accessory building that is larger than 120 square feet. No more than one such building shall be permitted on any Lot. Accessory Buildings located on lot lines shall not exceed six feet in height. No tent, canopy, shack, garage, carport, accessory building of any kind, trailer, camper, motor home, recreation vehicle or other vehicle shall be used as a residence in the Properties, either temporarily or permanently. No garage may be converted to living use or any use that would prevent the parking of an automobile in the garage.

The following sections shall be added to the Declaration:

9.6.1 Garage and Other Exterior Doors. For safety and security purposes, all garage and exterior doors shall be kept closed and secured unless actually working in the area. Doors may be left slightly ajar for ventilation.

9.19 Parking Restrictions. Except for loading and unloading and such other purposes and for such periods as may be permitted under Rules adopted by the Board, there shall be no parking or storage upon a driveway or upon a Lot any of the following: recreational vehicles (including motorhomes, 5<sup>th</sup> Wheels, campers, boats, travel trailers and similar items), or utility trailers or any vehicle not capable of being placed within the garage of the home with the garage door shut. No more than two licensed and operational passenger vehicles per unit may be parked - but may not be stored - on the driveway outside of the garage. That is, only two regularly used vehicles may be parked in the driveway of a home and no other vehicle may be parked upon a Lot, except in the garage. No vehicle parked upon a Lot shall block any part of the sidewalk in front of the driveway of the Lot.

Except as so amended, the Declaration shall remain unchanged.

CERTIFICATION of AMENDMENT

The undersigned, being the duly elected President and Secretary of the PEACOCK HILLS SENIOR COMMUNITY ASSOCIATION hereby certify that the foregoing First Amendment to the Restated Declaration of Restrictions was approved by the affirmative vote of in excess of a majority of the record owners of Lots located in the Properties as required by Article 11 of the Declaration.

*Clemmet Beck*

Clemmet Beck, President  
Peacock Hills Senior Community Association

*Martha A. Winters*

Martha Winters, Secretary  
Peacock Hills Senior Community Association

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

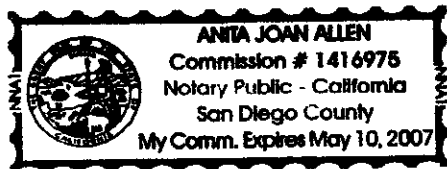
On January 24, 2006, before me, Anita Joan Allen, a Notary Public in and for said State, personally appeared CLEMMETT BECK, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me 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.



Anita Joan Allen  
Notary Public in and for said State

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

On January 24, 2006, before me, Anita Joan Allen, a Notary Public in and for said State, personally appeared Martha Winters, 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 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.



Anita Joan Allen  
Notary Public in and for said State