

Recording Requested By:  
SummerCreek Homeowners  
Association

When Recorded, Mail to:  
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Oct 02, 2023 01:56 PM  
OFFICIAL RECORDS  
JORDAN Z. MARKS,  
SAN DIEGO COUNTY RECORDER  
FEES: \$110.00 (SB2 AtkIns: \$75.00)

PAGES: 8

*(Space Above for Recorder's Use)*

**2023 AMENDMENT TO THE 2009 AMENDED AND RESTATED  
DECLARATION OF RESTRICTIONS FOR  
SUMMERCREEK HOMEOWNERS ASSOCIATION**

This 2023 AMENDMENT TO THE 2009 AMENDED AND RESTATED DECLARATION OF RESTRICTIONS FOR SUMMERCREEK HOMEOWNERS ASSOCIATION (“**2023 Amendment**”) was approved by a secret ballot vote of the membership of SummerCreek Homeowners Association.

**RECITALS**

A. SummerCreek Homeowners Association, a California nonprofit mutual benefit corporation (“**Association**”) has responsibility for the management and control of certain real property (“**Property**”), which is more particularly described as:

Lots 1 through 222 of Escondido Tract No. 557 in the City of Escondido,  
County of San Diego, State of California, according to Map thereof No.  
11390 filed in the Office of the County Recorder of San Diego County,  
California on December 12, 1985.

B. The Property is subject to that certain 2009 Amended and Restated Declaration of Restrictions for SummerCreek Homeowners Association (“**Declaration**”) recorded on December 22, 2009 as Document No. 2009-0706794 in the San Diego County Recorder’s Office and any and all subsequent amendments thereto.

C. Article 14 of the Declaration provides that the Declaration may be amended by a secret ballot vote of the membership in which at least a majority of the Voting Power has returned ballots and the amendment has been approved by the affirmative vote of at least two-thirds of the ballots cast.

D. This 2023 Amendment has been approved in accordance with the requirements of Article 14 of the Declaration.

**NOW, THEREFORE,** the Declaration is hereby amended as follows:

1. The existing Section 5.8.3 of the Declaration is hereby amended to now provide as follows:

5.8.3 No lease or rental shall be for a period of less than thirty days or for hotel, transient, fractionalized ownership interest or time-share purposes. No short-term vacation rentals (e.g., AirBNB, VRBO, etc.) are allowed, and no Lot may be advertised for use as a short-term rental.

2. The existing Section 5.17 of the Declaration is hereby amended to now provide as follows:

5.17 *Pets.* [Civil Code §4715] No one may keep pets or other animals in violation of the following:

5.17.1 Owners or residents of the Community may keep usual and ordinary domestic pets, such as dogs, cats, birds and fish (Escondido Municipal Code allows 2 dogs), on the Lot subject to the provisions of the Rules; provided, however, that no Owner or other occupant of a Lot may keep any pet which interferes with the rights of any Owner or occupant of a Lot. See Section 5.17.5 for issues of nuisance, noise or otherwise.

5.17.2 No pets or other animals shall be permitted in the Common Area except as specifically permitted by the Rules, and then only when on a leash held by a person capable of controlling the animal. No pets shall be left chained or otherwise tethered in the Common Area. Pet owners shall be responsible for the prompt removal and disposal of pet wastes deposited by their pets within the Community.

5.17.3 No Owners or residents of the Community may breed animals for sale or keep animals for any commercial or illegal purposes.

5.17.4 Each person bringing or keeping a pet in the Community shall be solely responsible for the conduct of such pets and for any injury or damage caused by their pets. The Association, its Board, Officers, employees and agents shall have no liability to any Owner, their family members, guests, invitees, tenants and contract purchasers, or any other person on the Community, for any damage or injury to persons or property caused by any pet, absent any willful or wanton negligence on the part of the Association, or its Board, Officers, employees and agents.

5.17.5 The Board shall have the power to prohibit the keeping of any animal, which, in the sole discretion of the Board, after notice and hearing, is deemed by the Board to constitute a nuisance to any other Owner or resident, whether due to its size, viciousness, unreasonable noise or otherwise. The keeping of said animal shall be discontinued within a reasonable time after such determination.

3. The existing Section 5.18 of the Declaration is hereby amended to now provide as follows:

5.18 **Trash.** No one may allow rubbish, trash, and garbage to accumulate within the Lot or Common Area. Trash, recycling, and organic waste containers may be placed out for collection the day before collection day and must be removed from the curb within 24 hours after collection day. When not placed out for collection, all trash, recycling, and organic waste containers shall be stored where they are not visible from the street.

4. The existing Section 5.20 of the Declaration is hereby amended to now provide as follows:

5.20 **Offensive Activity.** No one may engage in any illegal, noxious or offensive activity in any part of the Community, or do any act which unreasonably threatens the health, safety and welfare of other residents of the Community or which unreasonably disturbs other residents' enjoyment of their Lots by excessive noise or otherwise.

5. What had been Section 5.25.1 of the Declaration is hereby eliminated and the existing Section 5.25.2 of the Declaration is hereby renumbered as Section 5.25.1 and amended to now provide as follows:

5.25.1 Prohibited Vehicles. The following vehicles are Prohibited Vehicles: (i) recreational vehicles (e.g., motorhomes, travel trailers, camper vans, jet skis and boats), (ii) commercial-type vehicles (e.g., stake bed trucks, tank trucks, dump trucks, step vans, concrete trucks, and limousines), (iii) buses or vans designed to accommodate more than eight people, (iv) sprinter vans, camper vans, conversion vans, cargo vans, and minibuses, (v) vehicles having more than two axles, (vi) trailers, (vii) inoperable vehicles or parts of vehicles, (viii) unregistered vehicles, (ix) aircraft, (x) other similar vehicles, or (xi) any vehicle or vehicular equipment deemed a nuisance by the Board. Prohibited Vehicles may not be parked, stored, or kept on any Lot or on any public or private street within, adjacent to or visible from the Community unless (a) they are owned and used by the Association in connection with management or maintenance of a part of the Community, (b) they are parked for brief periods defined in the Rules, (c) they are parked within an Owner's fully enclosed garage, or (d) they are located on an Owner's Lot outside of public view from the street.

6. A new Section 5.25.2 is hereby added to the Declaration to provide as follows:

5.25.2 Parking Restrictions. Owners, residents, and their guests and invitees shall not (i) park on the wrong side of the street, facing against traffic; (ii) park in such a manner as to block or obstruct a curb cut that provides wheelchair access to a sidewalk; (iii) park in such a manner as to block or obstruct a driveway to a Lot; (iv) park in such a manner so that either the front or back wheels of the vehicle are more than 18 inches from the curb; (v) park within 15 feet of a fire hydrant; (vi) park in front of another resident's Lot for more than 24 consecutive hours; or (vii) park in violation of any Association Rules. Vehicles parked on the driveway of a Lot must be parked wholly within the driveway such that all wheels are on the driveway and no portion of the vehicle extends onto the adjacent grass, turf, dirt, or other groundcover or surface or the sidewalk. Any vehicle parked in the driveway or in the street that is covered must have a full cover. No partial covers, including quilts or blankets, are allowed, and covers cannot be torn or ripped. No fabric wheel covers or wheel protectors may be placed on vehicles parked in driveways or on the street.

7. A new Section 5.34 is hereby added to the Declaration to provide as follows:

5.34 ***Storage Containers.*** Portable on-demand storage (PODS) type storage containers may be placed in the driveway of a Lot for a maximum of five calendar days. The storage container must be placed wholly within the driveway such that no portion of the container extends onto or obstructs the sidewalk. Residents must request and obtain written permission from the Board for a storage container to be kept within the Properties for any period longer than five days.

8. A new Section 5.35 is hereby added to the Declaration to provide as follows:

5.35 ***Accessory Dwelling Units.*** Any proposed accessory dwelling units (ADUs) are subject to the architectural approval provisions of Article 8 of this Declaration and any Architectural Rules adopted by the Board regarding ADUs.

9. A new Section 5.36 is hereby added to the Declaration to provide as follows:

5.36 ***Holiday Decorations.*** Holiday decorations may be placed on Lots no sooner than 30 days before a recognized holiday and must be removed no later than 30 days after the holiday.

10. A new Section 5.37 is hereby added to the Declaration to provide as follows:

5.37 ***Recreational Equipment in Front Yards.*** No recreational equipment, sports equipment, or playground equipment, including, without limitation, swing sets, slides, sand boxes, jungle gyms, or pools, may be placed or kept in the front yards of Lots.

The remaining provisions of the Declaration shall remain in full force and effect, except as expressly amended above, or by other duly adopted and recorded amendments of the Declaration.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**Certificate of Amendment**

We, the undersigned, do hereby certify as required under Civil Code Section 4270(a) that:

(a) We are the President and Secretary, respectively, of SummerCreek Homeowners Association, a California nonprofit mutual benefit corporation; and

(b) The foregoing 2023 Amendment to the 2009 Amended and Restated Declaration of Restrictions for SummerCreek Homeowners Association was approved by the requisite percentage of the Association's membership in accordance with the requirements of Article 14 of the Declaration.

Dated: Sept 29, 2023

\_\_\_\_\_  
Kelly Reilly Vice President  
SummerCreek Homeowners Association  
Kelly Reilly

Dated: Sept. 29, 2023

\_\_\_\_\_  
Cynthia Newhan, Secretary  
SummerCreek Homeowners Association  
Cynthia Newhan

## ACKNOWLEDGMENT

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 San Diego )

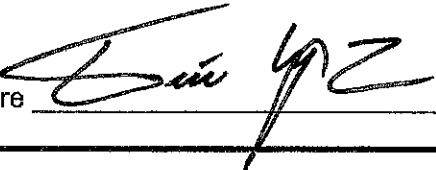
On September 29, 2023 before me, Eric Lopez, Notary Public  
(Insert name and title of the officer)

personally appeared Cynthia Newhan,  
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.

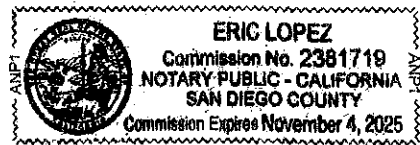
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



San Diego County  
Sheriff's Office  
Commission No. 238172  
BART LOMAS



## ACKNOWLEDGMENT

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State of California  
County of San Diego

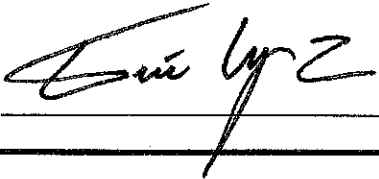
On September 29, 2023 before me, Eric Lopez, Notary Public  
(insert name and title of the officer)

personally appeared Kelly Reilly  
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.

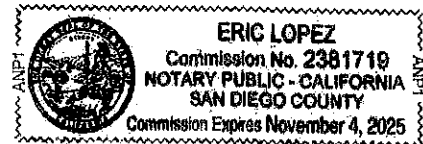
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



12-11-1914  
OFFICE OF THE  
SHERIFF - DEPT. OF JUSTICE  
WASHINGTON, D.C.

