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**FIRST AMENDMENT
TO
SECOND RESTATED DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR
TU CASA HOMEOWNERS ASSOCIATION
a California nonprofit mutual-benefit corporation
CITY OF CARLSBAD, COUNTY OF SAN DIEGO
STATE OF CALIFORNIA**

If this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

**FIRST AMENDMENT
TO
SECOND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS
OF
TU CASA HOMEOWNERS ASSOCIATION**

- A. The Association is vested with the responsibility for the management and control of that certain real property in the County of San Diego, State of California described as follows:

Lot 1 of Carlsbad Tract 72-14 in the City of Carlsbad, County of San Diego, State of California, according to Map thereof No. 7930, filed in the Office of the County Recorder of San Diego County of April 26, 1974.

Hereinafter referred to as the “Property.”

- B. The membership of the Association consists of the individual Owners of the Property.
- C. The Property is subject to the Second Restated Declaration of Covenants, Conditions and Restrictions of Tu Casa Homeowners Association, recorded in the official records of the San Diego County Recorder’s Office on September 12, 2013 as Document No. 2013-0563803 (“Declaration”).
- D. The Association, through its Board of Directors, desires to amend the Declaration as set forth below.
- E. The Association has the power and authority to execute and record this First Amendment pursuant to the requirement set forth in Civil Code Section 4741(f), which requires all common interest developments to comply with the prohibition on rental restrictions specified in Civil Code Section 4741 on and after January 1, 2021 and to amend their governing documents to conform to the requirements of Civil Code Section 4741 no later than December 31, 2021.

AMENDMENTS

- 1. Article 8, Section 8.2(E) of the Declaration is deleted in its entirety and replaced to read as follows:**

(E) No Subleasing; Minimum Lease Term. There shall be no subleasing of Units or assignment of leases unless approved in writing by the Board. All leases must be for a term of no less than thirty (30) days.

2. Article 9, Section 9.1(A) is deleted in its entirety and replaced to read as follows:

(A) For the purpose of this Section, the term “timeshare program” shall include and not be limited to any arrangement, plan, scheme, or similar device, whether by membership, agreement, tenancy in common, sale, lease, deed, rental agreement, license, right-to-use agreement, or by any other means, whereby a timeshare interval is created and whereby the use, occupancy or possession of an accommodation, Unit, Improvement, single-family dwelling, within such use, occupancy or possession circulates among purchasers of the timeshare interval according to a fixed or floating time schedule on a periodic basis occurring annually for periods of less than thirty (30) days in duration.

3. Except as expressly amended herein, the remaining portions of the Declaration shall remain in full force and effect.

CERTIFICATION

WE CERTIFY this ____ day of _____, 2021 that (1) the original Second Restated Declaration of Covenants, Conditions and Restrictions of Tu Casa Homeowners Association has a provision that conflicts with the provisions of Civil Code §4741, (2) the changes in this First Amendment to the Second Restated Declaration of Covenants, Conditions and Restrictions of Tu Casa Homeowners Association are necessary to conform to the legal requirements of Civil Code §4741 and eliminate all conflicts with said statute, (3) Civil Code §4741(f) mandates that the Association’s governing documents be amended to conform to the requirements of said section no later than December 31, 2021, and (4) that Civil Code §4741(g) provides that willful violation of the section can result in a civil penalty against the Association in the amount of one thousand dollars (\$1,000).

WE FURTHER CERTIFY, based on the foregoing, that since conformance with the law is mandatory regardless of whether the membership approves or disapproves the First Amendment, membership approval of this First Amendment is legally unnecessary and dispensed with, and this First Amendment has been duly approved and adopted by a vote of the Board of Directors of TU CASA HOMEOWNERS ASSOCIATION as required to comply with Civil Code §4741.

TU CASA HOMEOWNERS ASSOCIATION

President

Secretary

INSERT NOTARY ACKNOWLEDGMENT PAGE HERE