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BOOK 1987
RECORDED REQUEST OF

S-592270

SAFECO TITLE INSURANCE COMPANY

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

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"Covenants and restrictions if any, based upon race, color, religion, sex, handicap, familial status, or national origin are deleted unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons."

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DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
LOMAS VERDES ESTATES
A Residential Development

THIS DECLARATION of covenants, conditions and restrictions made by LOMAS VERDES DEVELOPMENT COMPANY, a California partnership, (hereinafter called "Declarant") which is the owner of all that certain real property located in the County of San Diego, State of California, described in Exhibit "A" hereto, which is incorporated herein by this reference (hereinafter called the "Subject Real Property").

WHEREAS, it is the desire and intention of the Declarant to subdivide the Subject Real Property by means of deeds substantially in the form attached hereto, marked Exhibit "B" (hereinafter called the "Deed") and to impose on the Subject Real Property mutually beneficial restrictions under a general plan or scheme of improvement for the benefit of all Lots within the subdivision and the structures thereon and for the future Owners thereof and to assure the permanent upkeep and maintenance of the subdivided property.

WHEREAS, it is the Declarant's intention to designate the real property described on Exhibit "C" attached hereto as property which may be annexed to the Project and made subject to this Declaration pursuant to the provisions of Article 15 herein.

NOW, THEREFORE, the Declarant declares that it has established and does hereby establish a general plan for the protection, development, maintenance and improvement of all the Subject Real Property and further declares that the Subject Real Property is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the following limitations, restrictions, covenants, and conditions, all of which are declared and agreed to be in furtherance of the above-mentioned plan for the subdivision, improvement and sale of the Subject Real Property and are established and agreed upon for the purpose of enhancing and perfecting the desirability, value and attractiveness of the Subject Real Property and every part thereof. All of the limitations, covenants, conditions and restrictions shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in the Subject Real Property or any part thereof whether as sole owner, joint owners, lessees, tenants, occupants, encumbrancers, or otherwise, and

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shall be for the benefit of each owner of any portion of the Subject Real Property or any interest therein and shall inure to the benefit of and be binding upon each successor in interest of the Owners thereof.

ARTICLE 1

DEFINITIONS

1.1 Definitions. For the purposes of this Declaration and the Deed the terms used herein shall have the following meanings, except as expressly otherwise provided herein:

1.1.1 Association shall mean the LOMAS VERDES ASSOCIATION, a California nonprofit corporation, or its successor.

1.1.2 Member shall mean and refer to every person or entity which holds a membership in the Association as defined by the Articles of Incorporation and Bylaws of the Corporation, which shall be the same persons and entities as the Owners, each of whom shall have an equal membership in the Association.

1.1.3 Mortgage shall mean and include a deed of trust as well as a mortgage in the conventional sense.

1.1.4 Mortgagee shall mean and include a beneficiary under or a holder of a deed of trust or an assignee thereof, as well as a mortgagee in the conventional sense.

1.1.5 Map shall mean the final subdivision Map or Parcel Map covering the Subject Real Property recorded in the Office of the San Diego County Recorder.

1.1.6 Project shall mean all of the Subject Real Property and any other real property made subject to this Declaration by annexation or otherwise.

1.1.7 Residence shall mean and include all improvements, facilities and appurtenances upon a Residence Lot.

1.1.8 Residence Lots shall mean all Lots included in this Project.

1.1.9 Owner or Owners shall mean the holder or holders of record title to a Residence Lot, including contract

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sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.1.10 Unit shall mean the total interest conveyed by deed to an Owner including a Residence Lot and the Association membership appurtenant to such Residence Lot.

1.1.11 Declaration shall mean this Declaration of Covenants, Conditions and Restrictions, duly recorded.

1.1.12 Board shall mean the board of directors of the Corporation.

1.1.13 Declarant shall mean the party identified on page one of this Declaration and its successors or assigns.

1.1.14 Annexed Property shall mean any real property which is, from time to time, annexed under this Declaration pursuant to Article 15.

ARTICLE 2

PURPOSE

2.1 Nature and Purpose of Declaration. This Declaration is for the benefit of all Residence Lots into which the Project shall be divided and may be enforced by the Declarant, the Board and any Owner and shall be a burden upon and benefit to not only the original Owners but also to all grantees and subsequent Owners. This Declaration is binding upon Owners, joint owners, lessees, tenants, occupants, encumbrancers and all other persons claiming any right, title or interest in and to any portion of the Project and is declared to be a covenant running with the land and/or an equitable servitude on the land, as the case may be.

ARTICLE 3

THE ASSOCIATION: MEMBERSHIP

3.1 Purpose. The Association has been created to serve as a "management body" for the purpose of insuring compliance with and enforcement of the Declaration, all as more specifically set forth in this Declaration, and the Articles of Incorporation, Bylaws and the rules and regulations from time to time adopted by the Association.

3.2 Compliance With the Articles and Bylaws. Each Owner shall be obligated to promptly, fully and faithfully

comply with and conform to each and every term and provision of the Articles of Incorporation and Bylaws of the Association. Additionally, by acceptance of a Deed for a Unit herein, each Owner covenants and agrees to fully and faithfully comply with and conform to each and every rule and regulation promulgated by the Board and each Owner will promptly pay in full all dues, fees, and assessments levied by the Association on its members regardless of whether such dues, fees or assessments were levied prior to or subsequent to the date of acquisition of the Residence Lot by any such Owner; provided, however, that any purchaser of a Residence Lot at a Trustee's Sale of a first trust deed, or at a foreclosure or judicial sale of a first trust deed or a first mortgage, shall not be liable for any dues, fees or assessments levied prior to such sale or acquisition of title.

3.3 Suspension of Rights. The Association shall only be entitled to suspend an Owner's rights as a Member of the Association for a period of not to exceed thirty (30) days for any single infraction of the Association's rules and regulations or for any period during which an assessment for appropriate fees and dues against his Unit remains unpaid, and only after a hearing by the Board held after reasonable notice has been given as set forth in paragraph 13.2 hereof.

ARTICLE 4

THE ASSOCIATION: BOARD OF DIRECTORS

4.1 Number, Qualification and Office. The number of Directors, qualification of Directors, and all other matters concerning the make-up and operation of the office of a Director and of the Board shall be as set forth in the Bylaws of the Association.

4.2 Certificate of Identity of Board. From time to time hereafter, a certificate of identity of the persons constituting the Board may, but need not, be filed for record. The latest of such certificates appearing of record shall be conclusive evidence of such identity in favor of any person relying thereon in good faith, providing the same shall be executed and acknowledged by (i) at least two persons, each of whom is identified as a Director by the next last previous such certificates appearing of record (or, in the case of the first such certificate filed for record after the date hereof, such two signatories may be from among the persons named in the original Articles of Incorporation of the Association, or, if no Directors are named therein, if signed by the original incorporator named therein), or (ii) the record Owners of at least two Residence Lots.

ARTICLE 5THE ASSOCIATION: POWERS OF THE BOARD

5.1 Powers of the Board. In addition to the rights and powers enumerated in its Articles of Incorporation and Bylaws, and the general duties and powers conferred by law, and without limiting the generality thereof, all actions and powers relating to the management, operation, administration and maintenance of the Project shall be exercised by the Association acting through the Board. Without constituting a limitation on the foregoing, but as examples thereof, the Board shall have the following powers:

(1) To select and remove officers, agents, and employees of the Association; to prescribe such powers and duties for them as may not be inconsistent with this Declaration; to fix their compensation and to delegate powers of the Board to committee, officers and employees; provided, however, any compensation to an officer or Director in excess of reimbursement for actual expenses shall be subject to the prior approval of at least a majority of the voting power of the Owners, excluding the Declarant.

(2) To conduct, manage, administer and control the affairs and business of the Association and the Project and to make such rules and regulations relating to the Units not inconsistent with this Declaration as it may deem best.

(3) To appoint an executive committee and any other committees and to delegate to such committees any of the powers and authority of the Board in the management of the business and the affairs of the Association and the Project, subject to the limitations of Corporations Code Section 7212.

(4) To levy fees, dues and assessments for the maintenance and operation of the Association and the Project.

(5) To enter upon any Unit to the extent such entry is necessary to carry out

any maintenance or repairs as specified by this Declaration.

(6) To enforce the provisions of this Declaration and the Articles of Incorporation and Bylaws of the Association; provided that nothing contained in this paragraph shall be construed to prohibit enforcement of this Declaration by any Owner.

(7) To contract for and maintain fire, casualty, liability, workmen's compensation, medical, hospital and other insurance insuring Owners and Directors, or some of them, and other persons.

(8) To contract, provide and pay for legal and accounting services and matters related to the enforcement of this Declaration; provided, however, the term of any service contract shall be limited to a duration of one year, except with the approval of a majority of the Owners other than the Declarant.

(9) To prosecute or defend, under the name of the Association, any action affecting or relating to the Association, the Common Area or the personal property of the Association or any action in which all of the Owners have an interest in the subject of the action or in whom any right to relief in respect to or arising out of the same transaction or series of transactions is alleged to exist.

(10) To appoint an Architectural Committee as provided herein.

5.2 Standard of Performance. No right or power conferred on the Board in paragraph 5.1 shall be construed as a duty, obligation or disability charged upon the Board or any Director; but if any right or power herein granted be exercised, Directors so exercising or voting for such exercise shall be held to the same standard of care as would a trustee acting for compensation.

5.3 Accounting. The Board shall cause the Association to maintain books of account of all its receipts and

expenditures. Each Owner shall be entitled at reasonable times to inspect the books of the Association, and to have such books examined at said Owner's expense by an attorney, accountant, or other person representing such Owner, and may make excerpts or copies of such books or portions thereof, and each such Owner, at his own expense, shall have the right to have such books independently audited by a public accountant. The Board shall cause to be prepared and distributed to all Members regardless of the number of Members or the amount of assets of the Association the following financial statements:

(a) A pro forma operating budget for each fiscal year shall be distributed at least 60 days prior to the commencement of the fiscal year.

(b) A balance sheet as of an accounting date which shall be the last day of the month closest in time to six months from the date of closing of the first sale of a Unit in the Project and an operating statement for an accounting period from the aforesaid date of first closing to the aforesaid accounting date shall be distributed within 60 days after the aforesaid accounting date. The operating statement for the first six months accounting period shall include a schedule of assessments received or receivable itemized by Unit number and by the name of the person or entity assessed.

(c) An annual report consisting of the following shall be distributed within 120 days after the close of the fiscal year: (i) a balance sheet as of the end of the fiscal year; (ii) an operating (income) statement for the fiscal year; (iii) a statement of changes in financial position for the fiscal year; and (iv) any information required to be reported under Section 8322 of the Corporations Code of the State of California.

At the discretion of the Board, the financial statements of the Corporation shall be prepared by an independent public accountant; provided, however, preparation by an independent public accountant shall be required for any annual report referred to in subparagraph (c) above for any fiscal year in which the gross income of the Corporation exceeds \$75,000. If such report is not prepared by an independent accountant, it shall be accompanied by the certificate of an authorized officer of the Association that the statements were prepared without audit from the books and records of the Association.

ARTICLE 6PLANS AND SPECIFICATIONS

6.1 Architectural Committee. An Architectural Committee, consisting of three (3) persons, shall be appointed by the Declarant. Members of the Board of Directors of the Corporation may serve as committee members. Until one (1) year following the date of original issuance by the California Department of Real Estate of the Final Subdivision Public Report covering the project, each Architectural Committee member shall be subject to removal at the direction of the Declarant at any time and from time to time, and all vacancies on the Committee shall be filled by appointment of the Declarant. Commencing one (1) year following the date of issuance of such Public Report and ending on the first to occur of the following: (i) the fifth (5th) anniversary of the date of issuance of such Public Report, or (ii) on the date ninety percent (90%) of the aggregate number of the Residence Lots have been sold (close of escrow) by Declarant to retail purchasers and fifty percent (50%) of the Residence Lots have been improved, the Declarant shall have the power to appoint two (2) of the members of the Architectural Committee and the Board of Directors shall have the power to appoint one (1) member thereof. Thereafter the Board shall have the power to appoint all of the members of the Committee. Members of the Architectural Committee appointed by the Board shall be members of the Corporation. Members of the Committee appointed by the Declarant need not be members of the Corporation.

6.2 Architectural Committee Responsibilities. No grading, building, fence, wall, or landscaping improvement shall be commenced, accomplished or altered on any Lot until plans and specifications drawn to scale, legible, neat and clear as to intent showing such data and information as the Board may require, have been presented to and approved by the Architectural Committee as to materials, external design, color, and harmony with the existing structures on land subject hereto.

6.3 Variance. The Architectural Committee may authorize variances from compliance with any of the architectural provisions of this Declaration, including without limitation, restrictions upon height, size, floor area or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental consideration may require. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have

occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provision hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting his use of the premises, including but not limited to, zoning ordinances and Lot setback lines or requirements imposed by the County of San Diego or any other pertinent governmental authority.

6.4 Specifications. Building plans and specifications must be prepared and signed by an "Architect" or "Building Designer" (as defined in Chapter 3 of Division III of the Business and Professions Code of the State of California [§§ 5500 et seq.]) and shall include, but not be limited to, the following:

(a) They must show a plot plan, grading plans, roof plans, all elevations, details of construction, outside color samples, fence and wall details, landscaping plan, paved driveways and parking areas, and drainage plan for water falling on or flowing onto the Lot.

(b) The plans and specifications shall, as a condition to approval, be consistent with the provisions of these Protective Covenants, and shall incorporate design having character, merit and substance. Structures shall be designed with a motif expressing quality and interest, and take into consideration the topography, surrounding landscaping and environment of the Lot. Architectural treatment shall be required on all elevations. Particular design ingenuity shall be required for building on Lots which are not level. The Architectural Committee may require a meeting with the Architect and/or Designer on the building site prior to or during plan check.

(c) They must show compliance with screening requirements fully detailed.

(d) Aluminum colored sash is not permitted. Instead bronze anodized or other colored sash shall be used.

(e) Exterior color coating is not permitted. Exterior cement plaster shall be painted.

(f) No grading of any kind shall be done until approved by the Architectural Committee even if already

approved by the County of San Diego or other governmental body vested with jurisdiction.

(g) All drainage shall flow to a public street or to a location approved by the Architectural Committee.

(h) Landscaping plans should include any plant either planted or removed, including natural brush. All patios, walks, or non-attached structures should be included in landscaping plans. The cost of landscaping should be not less than three percent (3%) of the cost of dwelling and Residence Lot, exclusive of any cost of grading, driveways, walks, structures, or slope bank planting. Landscaping must be completed no later than three (3) months after the occupancy of any dwelling on a Lot. The Architectural Committee shall maintain a list of trees and plants which are not permitted.

6.5 Fees. Presentation of plans and specifications to the Architectural Committee shall be accompanied by a fee of One Hundred Dollars (\$100.00) for a plan including one (1) or more buildings and Twenty-five Dollars (\$25.00) for any other plan. If the Architectural Committee needs to use special consultants, such as civil engineers, such additional cost shall be borne by the applicant.

6.6 Protection for Owner. Approval or disapproval of plans and specifications shall be in writing by the Architectural Committee. In the event that Committee fails to approve or disapprove plans within ninety (90) days after plans and specifications have been accepted by it, approval will be conclusively presumed. The ninety (90) day period will not begin until all plans and specifications have been deemed complete and sufficient by the Committee.

6.7 Interpretation of Restrictions. All questions of interpretation of any of the terms or conditions herein shall be resolved by the Architectural Committee, and its decision shall be final, binding, and conclusive on all of the parties affected, unless an appeal is made in writing to the Board of Directors within thirty (30) days following the decision of the Architectural Committee. The Board of Directors shall have an additional sixty (60) days to act on such appeal.

6.8 Diligence in Construction Required. The work of constructing and erecting any building or other structure on any Lot shall be prosecuted diligently from the commencement thereof and the same shall be completed within a reasonable time, not to exceed seven (7) months, in accordance with the requirements herein contained; provided, however, that the time

for completion shall be extended by the period of delays in construction caused by strikes, inclement weather or other causes beyond the control of the Owner.

6.9 Time Limitation on Plan Approvals. Plan approvals shall be limited to one (1) year following approval by the Architectural Committee, requiring resubmittal of new plans after that time.

6.10 Inspection of Work. The Architectural Committee shall have the responsibility and right to enter any property to inspect for compliance with approved plans. Inspection will occur during the following stages of construction: (i) grading, (ii) building pads, (iii) framing, (iv) finished constructions, and (v) landscaping. Inspection of work and correction of defects therein shall proceed as follows:

(a) Upon completion of any of the above stages of construction for which approved plans are required, the Owner shall give written notice of completion to the Architectural Committee.

(b) Within thirty (30) days thereafter, the Architectural Committee may inspect such improvement. Upon inspection, if the Committee finds that such work was not done in substantial compliance with the approved plans, it shall notify the Owner in writing of such noncompliance within such thirty (30) day period, specifying the particulars of noncompliance, and shall require the Owner to remedy the same.

(c) If, upon the expiration of thirty (30) days from the date of such notification, the Owner shall have failed to remedy such noncompliance, the Architectural Committee shall notify the Board of Directors in writing of such failure. After affording such Owner notice and hearing, the Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Owner shall remedy or remove the same within a period of not more than thirty (30) days from the date of announcement of the Board ruling. If the Owner does not comply with the Board ruling within such period, the Board, at its option, may cause its agents to enter the Residence Lot and to either remove the noncomplying improvement or remedy the noncompliance, and the Owner shall reimburse the Corporation, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Owner to the Corporation, the Board shall levy a special assessment against such Owner for reimbursement.

(d) IF for any reason the Architectural Committee fails to notify the Owner of any noncompliance within thirty (30) days after receipt of said written notice of completion from the Owner, the improvement shall be deemed to be in accordance with said approved plans.

ARTICLE 7

BUILDING

7.1 Setbacks. No building or any portion thereof including a garage shall be erected or maintained less than fifty (50) feet from the property line of any street. Rear setbacks shall be fifty (50) feet and side setbacks shall be twenty (20) feet. Additional setback requirements may be determined by the Architectural Committee. No buildings, swimming pools, spas, equipment, tennis courts, solar panels, or any other view-obstructing objects may be located within the setback. "Rear" and "side," as used herein, shall have the same meaning as in the San Diego County Zoning and Land Use Ordinances.

7.2 Drainage. No Owner shall alter or in any way interfere with the established drainage pattern over his Lot from adjoining or other Lots, and each Owner will make adequate provisions and be responsible for proper drainage in the event it is necessary to change the established drainage over his Lot. For the purpose hereof, "established" drainage of a Lot is defined as the drainage existing at the time the Lot was conveyed by Declarant to the Owner thereof. Any change in drainage patterns must be found by the Architectural Committee to be better than the existing.

7.3 Grading. Architectural design should be selected to minimize grading. The following grading restrictions shall apply:

(a) A maximum of one thousand (1,000) cubic yards of cut and fill shall be allowed on each Lot.

(b) Cut and fill banks shall be limited to seven (7) feet vertical, with minimum five (5) foot horizontal terraces required if banks must be larger than the seven (7) foot maximum. Cut banks shall be limited to 2-to-1 and fill slopes shall be limited to 2-1/2-to-1. Berms and swales shall be installed to prevent erosion.

(c) Split-level construction may be required on Lots with steep slopes.

(d) No grading, cut, fill, scarifying, or alteration of any Lot from its existing state shall be allowed without approval of the Architectural Committee.

(e) Within thirty (30) days after any grading, each Owner shall keep, maintain, install sprinkler lines, water, plant and replant all graded slope banks located on such Owner's Lot so as to prevent erosion and to create an attractive appearance.

(f) All rough graded driveways to be paved with two inches of asphalt and curb within one hundred eighty (180) days following first grading.

7.4 Boulders and Rock Outcroppings. No boulder larger than three (3) feet in diameter for five (5) cubic yards shall be moved or removed without approval of the Architectural Committee. Rock outcroppings shall not be disturbed unless specifically approved by the Architectural Committee.

7.5 Single Family Dwellings Only. Except as provided below, no more than one dwelling unit may be constructed or maintained on any Lot and dwelling units shall be designed for occupancy and be occupied by no more than one family.

7.6 Quarters for Others. Servant, employee, or guest quarters may be constructed and maintained, but no paying guest or tenant quarters may be constructed or maintained.

7.7 Ancillary Buildings. Ancillary buildings may be erected and maintained for the use of the persons in possession of the main dwelling provided that each ancillary building shall conform generally to the architectural design and exterior materials and finish to the dwelling to which it is appurtenant. No ancillary building may be built between the main dwelling and the street. All roofs must be of the same material and color as the roof on the main dwelling.

7.8 Height Limit of Dwellings. No dwelling of more than two (2) stories, nor more than thirty-five (35) feet in height overall shall be allowed. Two (2) story homes shall be discouraged, except as part of a split-level dwelling.

7.9 Occupancy Before Completion. No building, any part of which is designed for dwelling purposes, shall be occupied in any manner prior to its completion according to approved plans, including final finish, painting, and cleanup, but excepting landscaping.

7.10 Swimming Pools. Swimming pool location and design must be approved by the Architectural Committee. In general, pools must be located at the side or rear of dwelling with adequate screening from adjacent properties. Equipment must be housed or screened to prevent excessive noise. Pools may not be allowed which will cause excessive grading or damage to the aesthetic quality of the Lot or neighboring Lots.

7.11 Solar Heating. Solar heating installations must conform and be specifically approved per standards established by the Architectural Committee. In general, solar panels on roofs may not face the street.

7.12 Tennis Courts. The Architectural Committee will review any submission of a plan for a tennis court using the following guidelines: (i) courts must be behind a main dwelling unit and should be no closer than seventy-five (75) feet from neighboring homes and fully screened by plantings; (ii) lights will be strictly prohibited; and (iii) grading for courts shall not result in cuts or fills of more than five (5) feet.

7.13 Used Building or Materials. No building constructed elsewhere shall be moved on or reconstructed on any Lot, nor shall any used materials be used in construction of buildings or fences without written approval of the Architectural Committee.

7.14 Minimum Floor Area. No main dwelling unit shall be constructed having a finished floor area (exclusive of all attached porches, patios, basements, garages) of less than 2,400 square feet or an average of 350 square feet per room (excluding bathrooms and non-habitable rooms), whichever is the larger.

7.15 Construction Building. During the period of construction, a construction trailer, or building of a temporary character, may be moved, erected, or maintained upon subject property as specifically permitted in writing by the Architectural Committee. Temporary facilities must be located in an unobtrusive place and must be painted in an earthen tone.

7.16 Construction Cleanup. When plans and specifications for the construction of improvements are submitted to the Architectural Committee pursuant to these restrictions, said submission shall, at the request of the Committee, be accompanied by a deposit for \$200.00 to guarantee that the construction site during the course of construction will be maintained reasonably free of debris at the end of each working week and

that the construction will be completed and the Lot drainage swales and structures will correctly drain surplus water to the street or other approved locations, all as shown on the plans and specifications submitted to the Architectural Committee for approval. In the event of a violation of this restriction, the Architectural Committee may give written notice thereof to the builder and Owner of the Lot in question that if such violation is not cured or work commenced to cure the same within forty-eight (48) hours after the mailing of said notice, the Committee may correct or cause to be corrected said violation and use said deposit, or as much thereof, as may be necessary to cover the cost of such correction work. In the event that the cost of curing said violation shall exceed the amount of said deposit, said excess cost shall be paid by the Owner of the Lot in question to the Architectural Committee. Said deposit, or any part thereof remaining in the hands of the Committee at the completion of the construction work, shall be returned by the Committee to the person who made the deposit.

7.17 Working Hours for Construction. No construction on any Lot is allowed before 7 a.m. on weekdays or 8 a.m. on Saturdays. End of workday shall be 5 p.m. Construction work is prohibited on Sundays, including all Lot improvements. Landscaping may be installed on Sundays, provided that no tractors, bulldozers, trenchers, or any noise-producing equipment is operated.

7.18 Roofs. No structure constructed on any Lot may have a roof covered or coated with white material. Rock roofs, flat roofs, and composition roofs are prohibited. Roof color must be approved by the Architectural Committee. No air conditioning, heating, or other pipes, ducts, structures, or equipment may be constructed, kept, or maintained on any roof so as to be visible. All pipes and vents should be on the rear of roofs. The roofs of houses shall be designed so that they do not unreasonably block the view of adjoining homes. (A roof that does not rise more than four (4) feet in twelve (12) feet horizontally is acceptable.)

7.19 Garages. Each main dwelling unit shall, as a minimum, have a three (3) car garage to house three (3) cars abreast and must be at least 750 square feet in size. No more than three (3) car spaces may open onto the same side of the garage. All garage doors shall face the side or rear of a Lot. All garages shall be enclosed and have doors on all openings for the entrance of vehicles. Doors for at least two (2) of the stalls shall be equipped with automatic opening devices operable from the vehicles regularly garaged therein. The installation of one high door to accommodate recreational vehicles is encouraged.

7.20 Driveways. All improved building sites must have an adequate driveway width with curb on both sides and turn-around space paved with two (2) inches of asphalt, with an allowance for patterned concrete at the front entry and garage door location. Street curbs must be protected by the Owner and his Contractor. Repair of any damage shall be the responsibility of such Owner and his Contractor.

7.21 Treehouses. No treehouses are permitted when visible from any Lot or from any street.

7.22 Utility Lines. All telephone, electric and other lines on all Lots shall be below ground level, and all evidence of trenching must be eliminated.

7.23 Screened Area. There shall be on each Lot a screened area of not less than 200 square feet for clothes drying, refuse collection and storage, firewood storage, and location of incinerators or propane or other tanks and equipment. Such area must be paved in concrete, asphalt, or gravel, and must have a screening fence at least six (6) feet high, with a self-closing gate. The material of the fence must match the material of the dwelling unit.

7.24 Fences and Hedges. All fences, walls, or hedges, whether on the property line of a Lot or interior of the property line, must be approved by the Architectural Committee. On all fences the more decorative side must be the side visible from adjoining property or the street. Fences shall be painted and stained and be architecturally in keeping with the main dwelling and shall not be constructed closer to the street than the front or side setback of the building. Uniform fencing adjacent to the horse trail shall be required.

7.25 Structures and Objects. No structures or objects over forty-two (42) inches in height shall be placed in the front setback area of any property without the prior approval of the Architectural Committee.

7.26 Antennas. No exposed antenna of any type may be installed, constructed, used or maintained on any Lot, and antennas on roofs are strictly prohibited.

7.27 View Obstruction. No fence, structure, improvement, or vegetation shall be constructed or planted anywhere on a Lot, if to do so may interfere with the view from any adjacent or nearby Lot. In the event of a dispute between Owners as to the obstruction of a view, such dispute shall be submitted to the Architectural Committee whose decision in the

matter shall be binding. Any obstruction shall, upon request of the Architectural Committee, be removed or otherwise altered to the satisfaction of the Committee by the Owner of the Lot upon which the obstruction is located.

7.28 Horse Stables and Corrals. Horse stabling and corrals shall be strictly limited to Lots 1, 25, 26, 27, 28, 29, 30, 37, 38, 40 and 41. All stables or structures in which horses are maintained or housed shall be located not less than fifty (50) feet from the main dwelling unit, not less than fifty (50) feet from the Owner's property lines, and not less than one hundred (100) feet from the nearest residence on adjacent properties. Stables must be designed to match the motif of the main dwelling unit, including the use of the same roofing material. All corrals, feed stalls, or containment areas shall be located not less than fifty (50) feet from the rear property line and the main dwelling unit, and not less than twenty (20) feet from the side property line.

ARTICLE 8

USE AND MAINTENANCE

8.1 Violation of Ordinances. The Association may at any time enjoin uses of property which are not consistent with city, county, state, federal or other applicable law, or the Declaration.

8.2 Appearance.

(a) Every building and structure, whether enumerated in this Declaration or not, shall at all times be maintained in good repair and appearance.

(b) The Board of Directors is vested with the power to require trees, shrubbery and bank coverage to be maintained in a healthy condition. It may enter and water Lots in meeting these conditions after notice to the Owners.

8.3 Residential Only. No Lot shall be used other than for single family residential purposes, except as set forth in Article 14, paragraph 14.5. No other commercial use of any kind may be conducted on any Lot.

8.4 Signs. Except as hereinafter provided, no sign or other advertising device of any character shall be erected or maintained on any Lot.

(a) Except as set forth in the following paragraph, on any Lot one (1) sign of reasonable dimensions advertising the Lot for sale may be erected and maintained. No "Sold" signs are permitted and the "For Sale" signs must be removed when escrow is opened.

(b) Declarant may erect and maintain on its sales Lot such signs, which may be larger than those permitted in the preceding paragraph, as it may deem necessary or proper in connection with the conduct of its operations.

(c) A general contractor, but no subcontractor, who is constructing a main dwelling unit may erect and maintain one (1) sign, not larger than eighteen (18) by twenty-four (24) inches, during the course of construction, but not after a "For Sale" sign has been erected.

(d) On any Lot one (1) sign, not larger than 200 square inches indicating the name of the occupant, may be erected and maintained.

(e) The Board of Directors shall have the right to enter and to remove any sign or other advertising device erected or maintained in violation of this paragraph without notice or hearing.

8.5 Animals. No poultry, fowl, donkeys, sheep, goats, rodents, cattle, or swine of any kind shall be bred or kept on a Lot of the Subject Property. No more than two (2) dogs may be kept on a Lot of Subject Property. Dogs shall not be allowed out of an enclosed area without being on a leash.

8.6 Horses. Horses may be kept only on Lots previously mentioned in Article 7, paragraph 28. There shall be a limit of one horse per full half-acre of Lot size. Should a buyer combine two or more Lots, a maximum of four horses may be kept, regardless of the combined size of the Lot. In no instance may horses be boarded which are not owned by the Lot Owner, whether commercially or otherwise. Horses must be contained and maintained within the corral area at all times. All feed and hay storage shall be kept under roof in the stable area.

8.7 Horse Trails. Vehicular traffic, including motorcycles, scooters, minibikes, bicycles and automotive vehicles of every kind and character are hereby prohibited from using horseback riding trails except as may be necessary or appropriate for the maintenance, upkeep and improvement of said riding trails by the Association or emergency vehicles, feed

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delivery, manure removal or horseshoeing. The Owner of Lots on which said horseback riding trails are located will keep that part of such trails located on their Lots, respectively, at all times completely free and clear of any and all encroachments, obstacles, barriers, debris, fences, gates, landscaping and planting (other than natural growth) of any kind or character so as to insure the free, full and uninhibited use of said trails for horseback riding and for no other use or purpose.

8.8 Manure Storage. No Owner shall store or permit to be stored upon his Lot such quantities of manure, composting materials, or decaying vegetation matter in such large quantities as to create a nuisance or injury to any other Owner. Any Owner feeling aggrieved of what appears to him to be a violation of the foregoing shall have the right to complain to the Board of Directors, and the Board shall have the power to investigate the matter and to hold a hearing thereon, and, if it shall be the decision of the Board that the prohibition provided herein is being violated, the Board shall have the right to so decide and each Owner hereby agrees to abide by the decision of the Board in that regard, either to promptly remove the offending material, spread it, or so dispose of it that it will, in the opinion of the Board, abate said nuisance.

8.9 Limitation on Horse Keeping. Horses shall not be kept on any Lot until the main dwelling unit, stables, and corral are all completed.

8.10 Nuisance. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done to any Lot which is or may become an annoyance or nuisance to the neighborhood. This includes barking dogs, outdoor speakers, or outdoor telephone bells. Outdoor swimming pool or air conditioning equipment should be fully screened for noise. Use of power tools or lawnmowers should be limited to times of day when the potential for annoyance of neighbors is minimal.

8.11 Trash. No Lot shall be used as a dumping or storage ground for trash (rubbish, trash, garbage, junk, or other waste or salvage material). The Board of Directors is vested with the power to remove trash from any Lot without a hearing. Trash containers must be kept in the screened storage area at all times except during the day of pickup, during which day they may be maintained in the open.

8.12 Excavating. Dumping of dirt or topsoil on any Lot shall be permitted only if such dumping has been approved by the Architectural Committee as part of the approved grading or landscaping of a Lot, and only if such dirt or topsoil is

spread to a new usable grade on said Lot within ten (10) days. Removing dirt or topsoil from any Lot shall be permitted only as mentioned above.

8.13 Weed Control. The Board of Directors is vested with the power to require weed control to standards established by the Board. It may clear Lots not meeting those standards after notice to the Owners.

8.14 Replanting of Damaged Vegetation. Any portion of a Lot from which the natural vegetation is removed or destroyed or damaged by fire or any other reason shall be relandscaped, planted, irrigated, and watered within thirty (30) days of said damage.

8.15 Storage. Nothing may be stored or maintained on any Lot or in the street unless:

(a) It is within a screened area and is not visible from any Lot or street. or

(b) It is completely housed from view from any Lot or street in a manner satisfactory to the Board of Directors.

The foregoing applies to, but is not limited to, vehicles, trucks, automobiles under repair, trailers, mobile homes, campers, buggies, boats, horse trailers, or other conveyances or appliances for transportation, and machinery or equipment of any kind.

8.16 Division or Combining of Lots. Lot splitting of any Lot is specifically prohibited by this Protective Covenant, regardless of any change in land use or zoning by the County of San Diego. Lot combining may be allowed by a four-fifths (4/5) vote of the Board of Directors, but only prior to building on any of the subject Lots.

ARTICLE 9

THE ASSOCIATION:
ASSESSMENTS FOR MAINTENANCE FUND

9.1 Power of Assessment. The Association, acting through the Board, on an affirmative vote of not less than four (4) directors, has and shall have the right and power to make from time to time reasonable assessments upon the Residence Lots to establish a fund from which the Board may expend funds in connection with the exercise of any or all of the rights,

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powers or duties of the Board as provided in this Declaration, and to change from time to time the amount, installments and/or frequency of payment of such assessments. Such assessments shall be subject to the following restrictions:

9.1.1 Assessments may be made only at a meeting, as thereafter adjourned or continued, of the Board for which not less than ten (10) days notice is originally given to all Owners.

9.1.2 Assessments shall be equal for all Residence Lots.

9.1.3 Absent the approval of not less than two-thirds (2/3) of the Members present at a duly noticed meeting of Association Members, no single assessment may exceed one percent (1%) of the aggregate assessed value of the Project land, without improvements.

9.2 Budget. Prior to each annual meeting of Members (as provided in the Bylaws), the Board shall prepare a written budget setting forth an estimate of the amount to be paid into the Association's fund to cover all expenditures for the forthcoming year, including reasonable provisions for contingencies, replacements and reserves as the Board deems appropriate to minimize fluctuations in the fund, less any expected income and any surplus from the prior year's fund. The estimated annual cash requirement for the fund as so determined, if any, shall be assessed to the Owners of each Residence Lot in equal amounts, including the Residence Lots not yet sold by the Grantor; provided, however, the Board may not, without the vote or written assent of a majority of the voting power of the Owners, excluding the Declarant, impose a regular annual assessment for each Lot which is more than twenty percent (20%) greater than the regular assessment for the immediately preceding fiscal year. If, in the discretion of the Board, the estimated annual cash requirement for any given year proves inadequate for any reason, the Board may at any time levy an additional assessment (hereinafter called "special assessment") which shall be assessed to the Owners in the same manner as regular assessments; provided, however, in any fiscal year, the Board may not, without the vote or written assent of a majority of the voting power of the Owners, excluding the Declarant, levy special assessments to defray the costs of any action or undertaking on behalf of the Association which in the aggregate exceed five percent (5%) of the budgeted gross expenses of the Association for that fiscal year.

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9.3 No Waiver. No Owner may waive or otherwise avoid personal liability for such assessments by nonuse or by the abandonment of his Residence Lot.

9.4 Certificate of Payment. The Board shall, upon demand, furnish to any Owner and/or Owners liable for any of the above-described assessments, a certificate in writing setting forth whether assessments on a specific Residence Lot have been paid and the amount of any delinquencies. Such certificate shall be conclusive evidence of payment of any regular and special assessment therein stated to have been paid.

9.5 Default in Payment of Assessments.

9.5.1 Delinquency. Each assessment, including assessments made against less than all Lots reflecting costs incurred as the result of a violation of a provision of this Declaration, shall be a separate, distinct and personal debt and obligation of the respective Owner and/or Owners against whom the same are assessed, and the fact that such assessments may be paid initially by others shall not relieve an Owner and/or Owners for his or their obligation to pay such assessments. In the event any assessment shall be unpaid and not otherwise satisfied within ten (10) days after the same has become due and payable, such assessment shall be deemed delinquent and shall remain delinquent until the amount thereof, together with all costs, attorneys' fees, penalties and interest as hereinafter provided shall be fully paid or otherwise satisfied.

9.5.2 Legal Proceedings. Any such delinquent assessment, at the discretion of the Board, acting in the name of and on behalf of the Association, may be collected by means of a suit or suits at law in courts of appropriate jurisdiction. Any judgment rendered in any such proceedings shall include, where permissible, a sum for costs and reasonable attorneys' fees as the court shall determine.

9.5.3 Recording Notice. At any time after an assessment has become delinquent, the Board, acting in the name of and on behalf of the Association, may elect to file for record in the Office of the San Diego County Recorder a Notice of Delinquency as to the Owner and/or Owners and the Residence Lot in question, which notice shall state the following: (1) the name of the record or reputed record Owner of such Residence Lot; (2) the legal description of the Residence Lot in respect to which the delinquent assessment is owned; (3) all amounts which have become delinquent with respect to such Residence Lot, the costs, including attorneys' fees, penalties

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and interest which have accrued thereon; and (4) the amount of all regular or special assessments relating to such Residence Lot which are due and payable although not delinquent. Such notice shall be signed by any two (2) officers of the Association. In the event the delinquent assessment, together with all costs including attorneys' fees, penalties and interest which have accrued on such amount and all assessments due and payable are fully paid or otherwise satisfied prior to the completion of any foreclosure or exercise of the power of sale to foreclose the lien provided for below, the Board shall record a further notice similarly signed, stating the satisfaction of all amounts due and the releasing of the lien against the Residence Lot, if any. Unless sooner satisfied and released or the enforcement thereof initiated as herein provided, such lien shall expire and be of no further force or effect one (1) year from the date of recordation of said notice of assessment; provided, however, that said one (1) year period may be extended by the Association for not to exceed one (1) additional year by recording a written extension thereof.

9.5.4 Lien. Immediately upon the recording of the Notice of Delinquency as provided for in paragraph 9.5.3 above, all delinquent amounts, as well as any amounts then due and payable although not delinquent as set forth in such notice, together with the costs including attorneys' fees, penalties and interest accruing thereon, shall become a lien upon the Residence Lot therein described, which lien shall also secure all other assessments which shall become due and payable prior to foreclosure of such lien with respect to such Residence Lot following such recording, and all costs, including attorneys' fees, penalties and interest accruing thereon. Such lien shall continue until all amounts secured thereby are fully paid or otherwise satisfied.

9.5.5 Foreclosure. Each lien established pursuant to paragraph 9.5.4 hereof shall be foreclosed either in the same manner provided for the foreclosure of a mortgage upon real property by means of the exercise of a power of sale pursuant to Sections 2924, 2924(b) and 2924(c) of the California Civil Code, or in any other manner permitted by law. The Association shall have the power to bid for the Residence Lot at the foreclosure sale and to hold, lease, mortgage, and convey the same in the name of the Association.

9.5.6 Interest and Penalties. Interest shall accrue at the rate of ten percent (10%) per annum on all delinquent regular and special assessments from the date of delinquency thereof. The Board shall be entitled to collect all costs incurred by it in connection with the collection of

delinquent assessments, including, but not limited to, all recording and filing fees, all attorneys' fees and court costs.

9.5.7 Homesteads. Any homestead declared pursuant to Title V, Part IV, Division Second of the California Civil Code or any other applicable provisions, by an Owner against his Residence Lot shall be subordinate and subject to the charge of the lien described in paragraph 9.5.4 above.

9.6 Mortgage Protection. Notwithstanding all the other provisions of this Declaration, the lien provided for in paragraph 9.5.4 hereof which may be created on any Residence Lot shall be subject and subordinate to and shall not affect the rights of the holder of any recorded first mortgage (meaning a mortgage with first priority over all other mortgages) made in good faith and for value. The foreclosure of any lien established by this Declaration shall not operate to affect or impair the lien or charge of any such mortgage as described above. The foreclosure of any such mortgage as described above shall not operate to affect or impair the covenants, conditions and restrictions established by this Declaration; provided, however, that any purchaser at any foreclosure sale of a first mortgage or first Deed of Trust or at any Trustee's Sale of a first Deed of Trust shall take title free of the lien for all assessments that have accrued prior to such foreclosure sale or Trustee's Sale, but subject to the lien for all assessments that shall accrue subsequent to the date of such foreclosure sale or Trustee's Sale. Any recorded first mortgage or first deed of trust entered into in connection with or subsequent to a foreclosure sale or Trustee's Sale shall be a "recorded first mortgage" as the term is used in this paragraph. No amendment to this paragraph shall affect the rights of the holder of any first mortgage recorded prior to the recordation of such amendment who does not join in the execution thereof. The benefits of this paragraph may, upon execution of a subordination agreement executed by a majority of the Board, be extended to Mortgages not otherwise entitled thereto.

ARTICLE 10

BREACH

10.1 Notice and Remedies. A breach of any of the covenants contained in this Declaration which is not cured within a period of fifteen (15) days from the date of written notice of such breach given by the Association (such notice to set forth: (i) the facts constituting such breach, (ii) a description of the Residence Lot upon which such breach occurred, and (iii) the name of the Owner and/or Owners of such

Residence Lot) to the Owner and/or Owners upon whose Residence Lot such breach occurred or whose act or omission constituted such breach, shall permit the Association, the Declarant or any Owner the right to enjoin, abate or remedy by all appropriate legal and equitable proceedings the occurrence of such breach. It is hereby agreed that damages at law for any such breach will and shall be inadequate.

10.2 Nuisance. The result of every act or omission whereby any of the covenants contained in this Declaration are breached either in whole or in part is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be appropriate and applicable against every such result and may be exercised by any Owner, the Declarant or the Board.

10.3 Waiver. The remedies herein provided for the breach of the covenants contained in this Declaration shall be deemed to be cumulative, and none of such remedies shall be deemed to be exclusive. The failure of the Declarant, the Association or any Owner to enforce any covenants contained in this Declaration shall not constitute a waiver of the right to enforce such covenant thereafter, nor shall such failure result in or impose any liability on the Declarant or the Association.

10.4 Mortgages. A breach of the covenants contained in this Declaration shall not affect or impair the lien or charge of any bona fide first mortgage made in good faith for value on any Residence Lot; provided, however, that any subsequent Owner of such Residence Lot shall be bound by this Declaration, whether such Owner's title was acquired at a foreclosure or Trustee's Sale or otherwise. Any person who acquires title either by foreclosure sale or Trustee's Sale of a first mortgage or first deed of trust shall not be required to cure any breach of the covenants contained in this Declaration which has occurred prior to the acquisition of title, although he will be required to cure any breach occurring thereafter. The Owner or holder of any first mortgage made in good faith and for value, and any corporation insuring the lien or charge of any such mortgage, may conclusively presume that no breach exists under this Declaration, provided such mortgage was recorded prior to the commencement of any action to establish or cure any such breach.

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ARTICLE 11NOTICES

11.1 Notice to Owner. In each instance in which a notice is given to an Owner and/or Owners, the same shall be in writing and may be delivered personally, in which case personal delivery of such notice to one of two or more co-Owners or to any general partner of a partnership owning a Residence Lot shall be deemed delivery to all the co-Owners or to the partnership, as the case may be, and personal delivery of the notice to any officer or agent for the service of process of a corporation owning such Residence Lot shall be deemed delivery to the corporation or such notice may be delivered by regular United States mail, postage prepaid, addressed to the Owner and/or Owners at the most recent address furnished by such Owner to the Association; or if no such address shall have been furnished, then to the street address of such Residence Lot. Such notice shall be deemed to be delivered forty-eight (48) hours after the time of such mailing, except for notice of a meeting of Members or Directors in which case the notice provisions of the Bylaws shall control.

11.2 Notice to Association. Any notice to be given to the Association may be delivered personally to any Member of the Board or delivered by United States mail, postage prepaid, addressed to the Board at such address as it shall fix from time to time and circulate to all Owners. Such notice shall be deemed to be delivered forty-eight (48) hours after the time of such mailing.

11.3 Notice to Grantor. Notice to the Declarant shall be delivered by United States mail, postage prepaid, addressed to the Declarant at 11777 Bernardo Plaza Court, Suite 102, San Diego, California 92128, or such other address as it shall designate to the Board from time to time. Such notice shall be deemed to be delivered forty-eight (48) hours after the time of such mailing.

ARTICLE 12INSURANCE AND DESTRUCTION

12.1 Owner's Insurance on Residence Lot. Each Owner shall maintain fire insurance or extended coverage insuring his Residence Lot and the improvements located thereon in an amount equal to not less than ninety percent (90%) of the current full insurable value thereof, keeping said insurance in full force and effect at all times. Each Owner shall promptly furnish to

the Association a certificate from his insurance carrier certifying that such insurance coverage is in existence and in full force and effect and that it is evidenced by a policy with premiums payable not less than at annual intervals and further certifying that said insurance coverage cannot be cancelled or reduced without thirty (30) days' prior written notice to the Association.

12.2 Damage and Destruction Affecting Residence Lots.

In the event of damage or destruction by fire or other casualty to the improvements on a Residence Lot, the Owner thereof shall reconstruct the same as soon as reasonably possible (and in no event more than one (1) year after said fire or casualty,) and substantially in accordance with the original plans and specifications thereof. Notwithstanding the foregoing, however, an Owner of such damaged Residence Lot may request permission from the Board to reconstruct or repair such Residence Lot in accordance with new or changed plans or specifications. The decision of the Board on any such plans or specifications so submitted shall be final, provided, however, that the Board in accepting or rejecting the plans or specifications shall not act arbitrarily or capriciously but shall exercise its discretion reasonably and in good faith and solely for the purpose of effectuating the intent and purposes of this Declaration including among other things the purpose of insuring the harmonious development and improvement of the Project. The Board's approval or disapproval as required herein shall be in writing. In the event the Board fails to approve or disapprove the plans and specifications within sixty (60) days after the date they have been submitted to it or in any event if no suit to enjoin such work has been commenced before completion thereof, approval shall be conclusively presumed. Any insurance proceeds received by the Association on account of destruction to improvements on a Residence Lot shall be used for repair of such improvements.

ARTICLE 13

RULES AND REGULATIONS

13.1 Rules and Regulations. The Board, in the name of and acting on behalf of the Association, shall have the right to adopt reasonable rules and regulations not inconsistent with the covenants contained in this Declaration and to amend the same from time to time relating to the use of the Residence Lots and the facilities situated thereon by Owners and by their tenants and guests, the conduct of such persons with respect to automobile parking, outside storage, boats and trailers, bicycles and other objects, disposal of waste materials, drying of

laundry, control of pets and other activities which, if not so regulated might detract from the appearance of the Project or offend or cause inconvenience or danger to persons residing or visiting therein. A copy of such rules and of all amendments thereto shall be mailed to each Owner and a copy may be posted in one or more places on the Project where the same may be conveniently inspected.

13.2 Notice and Hearing. Notwithstanding anything to the contrary contained in this Declaration or the Bylaws, there shall not be any monetary penalty assessed against an Owner, there shall not be any suspension of voting rights or other privileges or rights of an Owner, and there shall not be any suspension of an Owner's right and privileges or rights of an Owner, on account of the Owner's breach of the Rules and Regulations of the Association, the Bylaws, or this Declaration without the Board first giving the Owner fifteen days' prior notice of the suspension or other penalty and the reasons therefor and an opportunity to be heard, orally or in writing, not less than five days before the effective date of the suspension or other penalty, by the Board of Directors or a committee authorized by the Board to decide that the proposed suspension or other penalty not take place, and such other rights as are required by Corporations Code Section 7341. The notice shall be given personally to the Owner or by first-class or registered mail to the last address of the Owner shown on the Association's records. If the Owner so presents his position and defense, the Board shall give it fair consideration in determining what penalty or other disciplinary action to impose, if any.

ARTICLE 14

GENERAL PROVISIONS

14.1 Amendment. At any time(s), and from time to time hereafter, this Declaration may be amended prior to the automatic conversion of Class B to Class A Membership, by approval of: (a) The vote or written consent of at least a majority of the total voting power of each class of Members or (b) the vote or written consent of a majority of a quorum of Members of each class. Upon the automatic conversion from Class B to Class A Memberships, amendments of this Declaration shall require the vote or written consent of Members representing seventy-five percent (75%) of the total voting power of the Association, provided that such vote or written consent includes at least a majority of the voting power of Members other than the Declarant. Provided, however, that no material amendment to this Declaration shall be made without the written

assent or vote of seventy-five percent (75%) of the holders of every first Mortgage or first deed of trust encumbering (as of the time of recording such amendment) each Residence Lot obtained prior to the recording of such amendment. As used in this paragraph, the term "material amendment to this Declaration" shall mean amendments to provisions of this Declaration governing the following subject:

- (a) The fundamental purpose for which the Project was created (such as a change from residential use to a different use);
- (b) Voting;
- (c) Assessment, assessment liens, and subordination thereof;
- (d) Property maintenance obligations;
- (e) Casualty and liability insurance;
- (f) Reconstruction in the event of damage or destruction;
- (g) Annexation; and
- (h) Any provision, which by its terms, is specifically for the benefit of first Mortgagees, or specifically confers rights on first Mortgagees.

Each Owner approving the amendment shall certify under penalty of perjury as to the name of the holder of the first mortgage or deed of trust encumbering his Residence Lot, and if no such holder is identified, such Owner's vote or written consent shall conclusively be counted without consent from any other party. If any provision in this Declaration requires a higher percentage vote to amend such provisions, such higher percentage shall be required to amend that provision. Upon obtaining the requisite vote or written consent for an amendment to this Declaration, the authorized officers of the Association shall execute on behalf of the Association such an amendment to this Declaration, and shall record such amendment in the Office of the Recorder of San Diego County, California. Each such amendment shall become effective upon recording. Each amendment made pursuant to this paragraph 14.1 shall, from and after its effective date, be as effective as this instrument as to all (i) the Common Area, (ii) the Units, (iii) the Residence Lots, (iv) the Project, and (v) the Owners (as of the effective date) and their successors-in-interest.

14.2 Severability. Should any of the covenants contained in this Declaration be held by a competent court to be void or unenforceable in law or in equity, the partial invalidity or unenforceability of any one such provision shall not affect the validity or enforceability of any other provisions hereof.

14.3 Term. Subject to the provisions of paragraph 14.1 hereof relating to amendments, this Declaration shall be in effect for a term of twenty (20) years from the date this Declaration is recorded, after which time it shall be automatically extended for successive periods of ten (10) years unless within six (6) months prior to the expiration of the initial term or of any succeeding ten (10) year term a written agreement executed by Owners owning a majority of the Units, with the consent of such Owners' Mortgagees, shall be placed of record in the Office of the County Recorder of San Diego County terminating the effectiveness of this Declaration in whole or in part as to all or part of the Project.

14.4 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a residential project. Failure to enforce any provisions hereof shall not constitute a waiver of the right to enforce such provision or any other provision hereof.

14.5 Rights of Declarant. Notwithstanding anything to the contrary contained in this Declaration, the Declarant shall have the absolute right to use one Residence Lot at a time, prior to the sale thereof, as a sales office, and one or more lots for model Units for display to prospective purchasers until such time as all the Residence Lots owned by the Grantor, have been sold.

14.6 Attorneys' Fees. In the event any litigation is commenced to enforce any rights or obligations under this Declaration, the prevailing party shall be entitled to recover court costs and reasonable attorneys' fees from the other party or parties to the litigation.

14.7 Members Voting Rights. Any provision in this Declaration calling for approval by the Members of action to be taken by the Association shall require the vote or written assent of the prescribed percentage of each class of Members during the time that there are two outstanding classes of Members.

ARTICLE 15

ANNEXATION

15.1 Annexation. Declarant may annex to the Project the real property described on Exhibit "C" attached hereto, and located adjacent to the Subject Real Property. Although Declarant shall in no way be obligated to do so, said annexation is to be brought about, if at all, pursuant to the provisions of this Article; and upon annexation, the property so annexed will be subject to this Declaration to the same extent as the Subject Real Property, as more fully set out in this Article.

15.2 Procedure for Annexation. From time to time, all or any part of the real property described in Exhibit "C" attached hereto and incorporated herein by reference may be annexed to and become a part of the Project. To accomplish such annexation the following conditions precedent shall occur within three years of the original issuance of the most recently issued public report for the Project or within seven years after recordation of this Declaration, whichever occurs first:

15.2.1 A final subdivision map describing the property to be so annexed shall be duly approved in accordance with law and recorded.

15.2.2 Declarant, or Declarant's successor or successors in interest with respect to the property to be so annexed, shall cause to be recorded a Declaration of Annexation describing the property to be so annexed and declaring that upon the recording of a deed conveying the first Residence Lot in the tract to be so annexed, such tract shall be annexed under this Declaration.

15.2.3 A deed shall be duly recorded thereafter transferring fee title to one Residence Lot in the property so annexed from Declarant or Declarant's successor in interest, to a grantee thereof.

15.3 Subject to Declaration. When said conditions have occurred, the property so annexed to the Project shall be subject to this Declaration for all purposes, and all Owners shall have the rights and duties of Owners provided for herein, including, without limitation upon the foregoing, membership in the Association, the right to vote, and the duty to pay assessments.

15.3.1 Control by the Association of the property annexed shall commence with the recordation of sale of the first Residence Lot within the property annexed.

15.3.2 Subject to the procedures set forth in Article 9 of this Declaration, assessments on Residence Lots within the property annexed shall commence on all Residence Lots contained therein (including those owned by Declarant or its successor in interest) on the first day of the month following the close of the first sale escrow of a Residence Lot within the property annexed.

15.4 Supplementary Declaration. The Declaration of Annexation contemplated above may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the property to be annexed to the Project and as are not inconsistent with the scheme of this Declaration. In no event, however, shall any such Declaration of Annexation revoke, modify or add to the conditions, covenants and restrictions established by this Declaration with respect to the initial tract, unless this Declaration be amended as hereinabove provided.

15.5 Protection of Owners. Notwithstanding any of the foregoing, annexation of any real property shall require the vote or written assent of sixty-six and two-thirds percent (66-2/3%) of the Owners, other than the Declarant, unless (i) the proposed annexation is in substantial conformance with a detailed plan of phased development submitted to the Department of Real Estate with the application for a Subdivision Public Report for the first phase of the Project, and (ii) the proposed annexation will not result in a substantial increase in assessments against the Owners which was not disclosed in the Subdivision Public Report for the phase of the Project in which the Owners purchased interests.

IN WITNESS WHEREOF, the Declarant has executed this instrument on the 1st day of JULY, 1980.

LOHAS VERDES DEVELOPMENT COMPANY, a California Partnership

LOHAS VERDES DEVELOPMENT CORPORATION, General Partner

By: Gerald L. Stone
Gerald L. Stone, President

LOHAS VERDES DEVELOPMENT CORPORATION, General Partner

By: James A. Hard
James A. Hard, Secretary

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No 227970

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STATE OF CALIFORNIA
 COUNTY OF San Diego } SS.
 On July 2, 1980 before me, the undersigned,
 a Notary Public in and for said County and State, personally
 appeared Gerald L. Stone known to me to
 be the President, and James A. Ward known
 to me to be the Secretary of Lomas Verdes
Development Corporation the corporation that
 executed the within instrument and known to me to be the persons
 who executed the within instrument on behalf of said corporation,
 said corporation being known to me to be one of the partners of
Lomas Verdes Development Co. the
 partnership that executed the within instrument, and acknowledged
 to me that such corporation executed the same as such partner
 and that such partnership executed the same.

Constance M. Tollefson
 Constance M. Tollefson



Notary Seal (CS 1) Not. Corp. or Partner of Partnership (Rev. 8-80)
 Sample

No. 227970
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EXHIBIT "A"

Lots 1 to 35, inclusive, of County of San Diego Tract 3842-1,
in the County of San Diego, State of California, according to
Mapthereof No. 9620, filed in the office of the County Recorder
of San Diego County, April 15, 1980.

EXHIBIT "A"

No. 227970

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FILE/PAGE NO. 80-227764
BOOK 1980

RECORDING REQUESTED BY:

CALIFORNIA FIRST BANK

RECORDED REQUEST OF
FIRST AMERICAN TITLE INS. CO.

WHEN RECORDED MAIL TO:

David Sutton and Claire Sutton
4365 W. Overlook Drive
San Diego, Ca. 92115

JUN 21 8 03 AM '80

OFFICIAL RECORDS
SAN DIEGO COUNTY, CALIF.
VERA L. LYLE
RECORDER

Escrow No. 59-2839 Title No. 817782-16

\$3.00

SPACE ABOVE THIS LINE FOR RECORDERS USE

FORM 4802, 10/78

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 2nd day of June, 1980 between

DAVID P. WRIGHT, JR. and JO ANNE B. WRIGHT,
husband and wife,

herein called TRUSTOR

whose address is 3778 Charles Street, San Diego, California 92106
(number and street) (city) (state) (zip code)

CALIFORNIA FIRST BANK, a California corporation, herein called TRUSTEE, and

DAVID C. SUTTON and CLAIRE B. SUTTON,
husband and wife, as joint tenants,

herein called BENEFICIARY.

WITNESSETH: That Trustor hereby irrevocably GRANTS, TRANSFERS and ASSIGNS to TRUSTEE, IN TRUST, WITH POWER OF SALE,
all that property in the City of San Diego, San Diego County, California, described as:
Lot 442 of DEL CERRO UNIT NO. 7, according to the Map thereof No. 3619, filed in the Office
of the County Recorder of San Diego County, April 5, 1957.

This Deed of Trust is second in lien to a Deed of Trust in favor of GREAT WESTERN SAVINGS
AND LOAN ASSOCIATION.

This Deed of Trust is given and accepted upon the express provision that should the property
hereinafter described, or any part thereof, be conveyed by Trustors, either voluntarily,
or by operation of law, then and in that event all sums secured hereby shall, at the option
of the Beneficiary, become immediately due and payable.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT HOWEVER, to the right, power and authority hereinafter given to
and conferred upon Beneficiary to collect and apply such rents, issues and profits.

FOR THE PURPOSE OF SECURING: (1) Payment of the indebtedness evidenced by that certain promissory note in the principal
sum of \$20,000.00, executed by Trustor in favor of Beneficiary, or order, and extensions or renewals thereof.
(2) Performance of each agreement of Trustor incorporated by reference or contained herein. (3) Payment of such additional sums,
with interest thereon, as hereafter may be borrowed from Beneficiary by Trustor or the successors in interest or assigns of Trustor,
when evidenced by another promissory note (or notes) securing it is so secured.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES: By the execution and delivery of this Deed of
Trust, and note secured hereby that provisions (1) to (14) inclusive of that certain fiduciary Deed of Trust recorded on May 23, 1965,
in the book and at the page of Official Records in the office of the county recorder of the county where said property is located,
noted below opposite the name of such county, viz:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Imperial	1207	806	Orange	7532	672	San Bernardino	6397	797
Kern	3843	241	Riverside	Document #59956		Santa Barbara	3106	226
Los Angeles	74376	590	San Diego	Series & Book 1965 Page 93541		Ventura	2795	15

(which provisions, identical in all counties, are printed on the reverse hereof) shall be and are hereby incorporated herein and made
a part hereof as though fully set forth herein, and agrees to perform and be bound by each and all of the terms and provisions
set forth therein; and that the references to property, obligations and parties in said provisions shall be construed to refer to the
property, obligations and parties set forth in this Deed of Trust.

The undersigned Trustor, requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at
address hereinafter set forth.

SIGNATURE OF TRUSTOR

David P. Wright, Jr.
David P. Wright, Jr.

Jo Anne B. Wright
Jo Anne B. Wright

STATE OF CALIFORNIA } ss. On July 10, 1980 before me, the undersigned, a Notary Public in
COUNTY OF San Diego } and for said County and State, personally appeared
David P. Wright, Jr. and Jo Anne B. Wright

known to me to be the persons
whose names are subscribed to the within instrument and acknowledge that they executed the same.



WITNESS my hand and official seal.

Christa Augustine
Signature

Christa Augustine
Name (typed or printed)

USE IN COUNTIES SHOWN HEREIN ONLY

NO 227764

Page 1 of 2

EXHIBIT "C"

Lots 266 and 270 and portions of Lots 271 and "B", in PANORAMA HILLS UNIT NO. 2, in the County of San Diego, State of California, according to Map thereof No. 8457, filed in the Office of the County Recorder of San Diego County, January 11, 1977, TOGETHER WITH a portion of Valle Verde Road as vacated on April 15, 1980 by Order of the Board of Supervisors of San Diego County and recorded April 24, 1980 as File No. 80-139419 and being described as a whole as follows:

Beginning at the Southwest corner of Lot 35 of County of San Diego Tract 3842-1, in the County of San Diego, State of California, according to Map thereof No. 9620, filed in the Office of the County Recorder of San Diego County, April 15, 1980; thence along the boundary of said Map 9620 as follows: North, 290.00 feet; North 43°06'53" East, 236.72 feet; North 06°51'30" East, 155.36 feet; North 03°27'40" West, 56.00 feet; North 86°32'20" East, 40.00 feet to the beginning of a tangent 328.00 foot radius curve, concave Southwesterly; Southeasterly along the arc of said curve through a central angle of 22°09'56" a distance of 126.89 feet; and leaving said curve North 18°42'16" East, 311.43 feet; thence leaving the boundary of said Map No. 9620, North 89°54'20" West, 1700.47 feet to the Northwesterly corner of said Lot 271; thence along the boundary of said Lots 271, 270, 266 as follows: South 25°50'17" West, 292.78 feet; South 25°50'57" West, 1690.74 feet to the most Westerly corner of said Lot 270, being a point on the arc of a 87.62 foot radius curve, concave Northerly, a radial line of said curve bears South 25°50'57" West to said point; Easterly along the arc of said curve through a central angle of 41°42'26" a distance of 63.93 feet to the beginning of a reverse 70.00 foot radius curve; Southeasterly along the arc of said curve through a central angle of 85°30'32" a distance of 104.47 feet; leaving said curve East, 534.45 feet; North 19°11'44" East, 7.31 feet to the beginning of a tangent 821.00 foot radius curve, concave Southeasterly; Northeasterly along the arc of said curve through a central angle of 08°24'20" a distance of 120.44 feet to the beginning of a reverse 20.00 foot radius curve; Northwesterly along the arc of said curve through a central angle of 73°33'18" a distance of 25.68 feet; leaving said curve North 44°02'46" East, 42.00 feet to a point on the arc of a 179.00 foot radius curve, concave Northeasterly a radial line of said curve bears South 44°02'46" West to said point; Southeasterly and Easterly along the arc of said curve through a central angle of 56°59'03" a distance of 178.03 feet to the beginning of a reverse 621.00 foot radius curve; Easterly along the arc of said curve through a central angle of 32°28'05" a distance of 351.90 feet (Record = 351.91 feet) to the Southeasterly corner of said Lot 266; North 19°31'48" East, 109.00 feet; North 10°35'09" West, 492.19 feet; North 30°28'26" East, 175.00 feet; and North 70°00'00" East, 341.06 feet to the boundary of said Lot 271; thence along the

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EXHIBIT "C"

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EXHIBIT "C"

Page 2 of 2

boundary of said Lot 271 as follows: East 160.00 feet; South 82.34 feet; and East 400.00 feet to the Point Of Beginning.

AMENDED
DR:UC
CK:FBD
TYPED:CC
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E-21862

COUNTY OF SAN DIEGO TRACT 3842-2

EXHIBIT "C"

No 227970

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EXHIBIT "C"

Lots 274, 275, WINERY ROAD, and portion of Lots "6", 273, in PANORAMA HILLS UNIT NO. 2, in the County of San Diego, State of California, according to Map thereof No. 8457, filed in the Office of the County Recorder of San Diego County, January 11, 1977, TOGETHER WITH a portion of Valle Verde Road as vacated on April 15, 1980 by Order of the Board of Supervisors of San Diego County and recorded April 24, 1980 as File No. 80-139419, and being described as a whole as follows:

Beginning At the Northwest corner of Lot 25 of County of San Diego Tract 3842-1, according to Map thereof No. 9620, filed in the Office of the County Recorder of San Diego County, April 15, 1980; thence along the boundary of said Map No. 9620 as follows: North 87°02'36" East, 232.65 feet to a point on the arc of a 1470.00 foot radius curve, concave Northwesternly, a radial line of said curve bears North 87°02'36" East to said point; Northernly along the arc of said curve through a central angle of 01°51'20" a distance of 67.66 feet; leaving said curve North 85°11'08" East, 210.98 feet to the Northernly line of that 100.00 feet wide pipeline easement of the United States of America, as shown on said Map No. 8457; and along said Northernly line South 44°52'16" East, 100.00 feet to the exterior boundary of said Map No. 8457; thence leaving the boundary of said Map No. 9620 and along the boundary of said Map No. 8457 as follows: North 01°19'02" East, 168.60 feet to a corner therein; South 88°51'33" East, 1332.90 feet; North 01°55'26" East, 1301.86 feet; North 88°57'35" West, 1985.04 feet; South 00°01'51" West, 1104.43 feet to a point on the arc of a 700.00 foot radius curve, concave Southernly a radial line of said curve bears North 07°38'48" West to said point; Easternly along the arc of said curve through a central angle of 04°17'46" a distance of 52.49 feet; tangent to said curve North 86°39'58" East, 143.11 feet to a point on the arc of a 500.00 foot radius curve, concave Northwesternly, a radial line of said curve bears North 86°39'58" East to said point; Southwesterly along the arc of said curve through a central angle of 27°20'02" a distance of 203.63 feet; and tangent to said curve South 20°00'00" West, 208.96 feet to the Point Of Beginning.

AMENDED
 DR:CG
 CR:FBH
 TYPED:CC
 4-23-80
 S-597332
 E-21863
 AMENDED 5-9-80
 COUNTY OF SAN DIEGO TRACT 3842-3

EXHIBIT "C"

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