

PANORAMIC ESTATES
P.O. Box 1955
Vista, CA 92085

January 16, 2020

To: **All Property Owners**
Panoramic Estates

Subject: **Road Maintenance Payment for 2020**

Please deposit $250 per lot for road maintenance 2020. All funds received and expenses paid are from the "Panoramic Estates" (Road Maintenance Account) at Union Bank in Vista, account #0580057756. Enclosed is a copy of the 2019 expenses.

Please make your 2020 payment to "Panoramic Estates" and mail to P.O. Box 1955, Vista, CA 92085-1955 *OR*, you may deposit directly into Union Bank. Be sure to print your name on the deposit slip. Enclosed is a copy of a deposit slip for your use. PLEASE DEPOSIT OR MAIL YOUR PAYMENT BY FEBRUARY 15, 2020.

Road Maintenance Account 2019

Panoramic Road Maintenance Acct. bal. 12/31/2018	**$13,259.61**
Contributed Capital 2019 from 35 Lot Owners	**$ 8,750.00**
Expense	**$ 7,069.33**
Net cash Flow in 2019	**$ 1,680.67**
Panoramic Road Maintenance Acct. bal. 12/31/2019	**$14,940.28**

Sincerely,

Anne G. Baron
vistapanoramic@gmail.com
760-724-6403

Enc

11:57 AM
01/02/20
Accrual Basis

Panoramic Estates
Profit & Loss
January through December 2019

	Jan - Dec 19
Ordinary Income/Expense	
Expense	
Landscaping	3,750.00
Maintenance	
Backflow Services	40.00
Street weed abatment	850.00
Total Maintenance	890.00
Telephone	368.24
Utilities	
Gas and Electric	487.82
Water	1,573.27
Total Utilities	2,061.09
Total Expense	7,069.33
Net Ordinary Income	-7,069.33
Net Income	-7,069.33

DEPOSIT TICKET
FOR CLEAR COPY, PRESS FIRMLY WITH BALL POINT PEN.
PRODUCT 100044

UnionBank

DATE _____

	DOLLARS	CENTS
CURRENCY		
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16-49-1220

TOTAL ITEMS

PLEASE BE SURE ALL ITEMS ARE PROPERLY ENDORSED.

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL.

PANORAMIC ESTATES
ROAD MAINTENANCE ACCOUNT
P.O. BOX 1955
VISTA, CA 92085-1955

⑈122000496⑈ 0580057756⑈ 41

CHECKS AND OTHER ITEMS ARE RECEIVED FOR DEPOSIT SUBJECT TO THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE OR ANY APPLICABLE COLLECTION AGREEMENT.

RECORDED AT REQUEST OF
DEPARTMENT OF PUBLIC WORKS
When recorded please mail to:
Panoramic Estates
P.O. Box 1955
Vista, CA 92085

DOC # 2006-0081779

FEB 03, 2006 8:58 AM

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
GREGORY J. SMITH, COUNTY RECORDER
FEES: 25.00
PAGES: 7

2006-0081779

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PRIVATE ROAD MAINTENANCE AGREEMENT
(TM 4392-1)

WHEREAS, this Private Road Maintenance Agreement supersedes the Private Road Maintenance Agreement filed as Document No. 1999-0792362 recorded December 3, 1999, and

THIS AGREEMENT for the maintenance and repair of that certain private road easement, the legal description and/or plat of which is set forth in **Exhibit "A"** attached hereto and made a part hereof, is entered into between PANORAMIC ESTATES, A GENERAL PARTNERSHIP (hereinafter referred to as "DEVELOPER") and the County of San Diego (hereinafter referred to as "COUNTY") for the benefit of future subdivision lot owners who will use the private road easement (hereinafter referred to as "LOT OWNERS", which shall include the DEVELOPER to the extent the DEVELOPER retains any ownership interest in any lot or lots).

WHEREAS, this Agreement is required as a condition of approval by the COUNTY of a subdivision project as defined in Section 21065 of the Public Resources Code and pursuant to San Diego County Code of Regulatory Ordinances Section 81.402(c)(1) and Section 81.703(c)(1); and,

WHEREAS, DEVELOPER is the owner of certain real property being subdivided and developed as **TM 4392-1** that will use and enjoy the benefit of said road easement. A complete legal description of said real property is attached, labeled **Exhibit "B"**, and incorporated by reference. Said real property is hereinafter referred to as the PROPERTY; and

WHEREAS, it is the mutual desire of the parties hereto that said private road easement be maintained in a safe and usable condition by the lot owners; and

WHEREAS, it is the mutual desire of the parties hereto to establish a method for the maintenance and repair of said private road easement and for the apportionment of the expense of such maintenance and repair among existing and future LOT OWNERS; and

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TM4392-1

WHEREAS, the COUNTY shall be deemed a party hereto with the right but not the obligation to enforce full compliance with the terms and conditions of this Agreement; and

WHEREAS, it is the mutual intention of the parties that this Agreement constitute a covenant running with the land, binding upon each successive lot owner of all or any portion of the property, **NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

1. The property is benefited by this Agreement, and present and successive LOT OWNERS of all or any portion of the property are expressly bound hereby for the benefit of the land.

2. The cost and expense of maintaining the private road easement shall be divided equally among the subdivided parcels created in the subdivision and paid by the LOT OWNER or the heirs, assigns and successors in interest of each such owner.

3. In the event any of the herein described parcels of land are subdivided further, the LOT OWNERS, heirs, assigns and successors in interest of each such newly created parcel shall be liable under this Agreement for their then pro rata share of expenses and such pro rata shares of expenses shall be computed to reflect such newly created parcels.

4. The repairs and maintenance to be performed under this Agreement shall be limited to the following, unless the consent for additional work is agreed to by a majority vote of the LOT OWNERS owning 100% of the number of parcels, including subdivisions thereof as described in paragraph 3 above: Reasonable and normal road improvement and maintenance work to adequately maintain said private road easement and related drainage facilities to permit all weather access. Repairs and maintenance under this Agreement shall include, but is not limited to, filling of chuckholes, repairing cracks, repairing and resurfacing of roadbeds, repairing and maintaining drainage structures, removing debris, maintaining signs, markers, striping and lighting, if any, and other work reasonably necessary or proper to repair and preserve the easement for all weather road purposes.

5. If there is a covenant, agreement, or other obligation imposed as a condition of subdivision approval to make private road improvements to the private road easement, the obligation to repair and maintain the private road easement as herein set forth shall commence when the private road improvements have been completed and approved by the COUNTY.

6. Any extraordinary repair required to correct damage to said road easement that results from action taken or contracted for by parties hereto or their successors in interest shall be paid for by the party taking action or party contracting for work which caused the necessity for the extraordinary repair. The repair shall be such as to restore the road easement to the condition existing prior to said damage.

7. It is agreed that DEVELOPER is initially the agent to contract and oversee and do all acts necessary to accomplish the repairs and maintenance required and/or authorized under this Agreement. The parties further agree that the agent may at any time be replaced at the direction of a majority of the LOT OWNERS. Repair and maintenance work on the private road easement shall be commenced when a majority of the lot owners agree in writing that such work is needed. The agent shall obtain three bids from licensed contractors and shall accept the lowest of said three bids and shall then initiate the work. The agent shall be paid for all costs incurred, including a reasonable compensation for the agent's services, and such costs shall be added to and paid as a part of the repair and maintenance cost; provided, however, that compensation for the agent's services shall in no event exceed an amount equivalent to 10% of the actual cost of repairs and maintenance performed. In performing his duties, the agent, as he anticipates the need for funds, shall notify the parties and each party shall within forty-five (45) days pay the agent, who shall maintain a trustee account and also maintain accurate accounting records which are to be available for inspection by any party or authorized agent upon reasonable request. All such records shall be retained by the agent for a period of five years.

8. Should any LOT OWNER fail to pay the pro rata share of costs and expenses as provided in this Agreement, then the agent or any LOT OWNER or OWNERS shall be entitled without further notice to institute legal action for the collection of funds advanced on behalf of such LOT OWNER in accordance with the provisions of **California Civil Code Section 845**, and shall be entitled to recover in such action in addition to the funds advanced, interest thereon at the current prime rate of interest, until paid, all costs and disbursements of such action, including such sum or sums as the Court may fix as and for a reasonable attorney's fees.

9. Any liability of the LOT OWNERS for personal injury to the agent hereunder, or to any worker employed to make repairs or provide maintenance under this Agreement, or to third persons, as well as any liability of the LOT OWNERS for damage to the property of agent, or any such worker, or of any third persons, as a result of or arising out of repairs and maintenance under this Agreement, shall be borne, as between the LOT OWNERS in the same percentages as they bear the costs and expenses of such repairs and maintenance. Each LOT OWNER shall be responsible for and maintain his own insurance, if any. By this Agreement, the parties do not intend to provide for the sharing of liability with respect to personal injury or property damage other than that attributable to the repairs and maintenance undertaken under this Agreement. Each of the LOT OWNERS agrees to indemnify the others from any and all liability for injury to him or damage to his property when such injury or damage results from, arises out of, or is attributable to any maintenance or repairs undertaken pursuant to this Agreement.

10. LOT OWNERS shall jointly and severally defend and indemnify and hold harmless COUNTY, COUNTY'S engineer, and their consultants and each of their officials, directors, officers, agents and employees from and against all liability, claims, damages, losses, expenses, personal injury and other costs, including costs of defense

and attorney's fees, to the agent hereunder, or to any LOT OWNER, any contractor, any subcontractor, any user of the road easement, or to any other third persons arising out of or in any way related to the use of, repair or maintenance of, or the failure to repair or maintain the private road easement.

Nothing in the Agreement, the specifications or other contract documents or COUNTY'S approval of the plans and specifications or inspection of the work is intended to include a review, inspection, acknowledgment of a responsibility for any such matter, and COUNTY, COUNTY'S engineer, and their consultants, and each of their officials, directors, officers, employees and agents, shall have absolutely no responsibility or liability therefor.

11. If in the COUNTY'S sole judgment said private road easement is not being maintained to standards set forth in paragraph 4 of this Agreement, the COUNTY may thereupon provide written notice to all LOT OWNERS to initiate repairs or construction within ninety (90) days. Upon failure to demonstrate good faith to make repairs or construction within ninety (90) days, the LOT OWNERS agree that the COUNTY may make all needed repairs to said road easement and/or construct said road easement to meet the standards set forth in paragraph 4 and to then assess costs to all LOT OWNERS proportionately. The agent shall be responsible for collecting the assessments and ensuring payment to the COUNTY. If the agent fails to collect the assessments for any reason, the County may pursue the remedy provided for LOT OWNERS in Paragraph 8 hereof, or any other remedies at law or in equity.

12. If the COUNTY elects to make necessary repairs in accordance with paragraph 11 above, said work shall be without warranty. Said repair shall be accepted "as is" by the LOT OWNERS without any warranty of workmanship and be guaranteed and indemnified by them in accordance with paragraph 9.

13. The foregoing covenants shall run with the land and shall be deemed to be for the benefit of the land of each of the LOT OWNERS and each and every person who shall at anytime own all or any portion of the property referred to herein.

14. It is understood and agreed that the covenants herein contained shall be binding on the heirs, executors, administrators, successors, and assigns of each of the LOT OWNERS.

15. It is the purpose of the signatories hereto that this Instrument be recorded to the end and intent that the obligation hereby created shall be and constitute a covenant running with the land and any subsequent Purchaser of all or any portion thereof, by acceptance of delivery of a deed and/or conveyance regardless of form, shall be deemed to have consented to and become bound by these presents, including without limitation, the right of any person entitled to enforce the terms of this Agreement to institute legal action as provided in paragraph 8 hereof, such remedy to be cumulative and in addition to other remedies provided in this Agreement and to all other remedies at law or in equity.

16. The terms of this Agreement may be amended in writing upon majority approval of the LOT OWNERS and consent of the COUNTY.

17. This Agreement shall be governed by the laws of the State of California. In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity, and enforceability of the remaining provisions shall not be affected thereby.

18. If the Property constitutes a "Common Interest Development" as defined in California Civil Code Section 1351(c) which will include membership in or ownership of an "Association" as defined in California Civil Code Section 1351(a), anything in this Agreement to the contrary notwithstanding, the following provisions shall apply at and during such time as (i) the Property is encumbered by a "Declaration" (as defined in California Civil Code Section 1351(h), and (ii) the Common Area of the property (including the private road easement) is managed and controlled by an Association:

(a) The Association, through its Board of Directors, shall repair and maintain the private road easement and shall be deemed the "agent" as referred to in Paragraph 7 above. The Association, which shall not be replaced except by amendment to the Declaration, shall receive no compensation for performing such duties. The costs of such maintenance and repair shall be assessed against each owner and his subdivision interest in the Property pursuant to the Declaration. The assessments shall be deposited in the Association's corporate account.

(b) The provisions in the Declaration which provide for assessment liens in favor of the Association and enforcement thereof shall supersede Paragraph 8 of this Agreement in its entirety. No individual owner shall have the right to alter, maintain or repair any of the Common Area (as defined in California Civil Code Section 1351(b) in the Property except as may be allowed by the Declaration.

(c) This Agreement shall not be interpreted in any manner which reduces or limits the Association's rights and duties pursuant to its Bylaws and the Declaration.

IN WITNESS WHEREOF, the parties have executed this Agreement on the 2 day of NOV, 2005.

PANARAMIC ESTATES, A GENERAL PARTNERSHIP, owner

By: Donald E. Baron
Donald E. Baron, Managing Partner

COUNTY OF SAN DIEGO

By: Philip J. Sievering
For Director of Public Works

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TM4392-1

Exhibit "A"

ELEVADO ROAD, FROM VISTA GRANDE DRIVE, A PUBLICALLY MAINTAINED ROAD, TO CAMINO CANTERA.

CAMINO CANTERA, FROM ELEVADO ROAD, TO VIA SUBRIA.

VIA SUBRIA, NORTH OF CAMINO CANTERA.

PANORAMIC DRIVE.

PANORAMIC WAY.

MIRADOR, FROM CAMINO CANTERA TO LOT 12 (THIS APPLIES ONLY IF LOT 12 CONSTRUCTS ITS ACCESS DRIVEWAY FROM THE SOUTHERLY LINE OF LOT 12, SOUTHERLY TO MIRADOR ROAD)

Exhibit "B"

LOTS 1 TO 13 INCLUSIVE OF COUNTY OF SAN DIEGO TRACT NO. 4392-1 IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP NO. 13930, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, FEBRUARY 9, 2000.

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ALL-PURPOSE ACKNOWLEDGEMENT

State of California
County of SAN DIEGO } ss.

On 11/2/05 (DATE) before me, ROBERT J. KOHLSTEDT (NOTARY),
personally appeared DOUG BARON (SIGNER(S))

☒ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

OFFICIAL SEAL
ROBERT JAY KOHLSTEDT
NOTARY PUBLIC-CALIFORNIA
COMM. NO. 1518307
SAN DIEGO COUNTY
MY COMM. EXP. OCT. 6, 2008

WITNESS my hand and official seal.

NOTARY'S SIGNATURE

OPTIONAL INFORMATION

The information below is not required by law. However, it could prevent fraudulent attachment of this acknowledgement to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

☒ INDIVIDUAL
☐ CORPORATE OFFICER
TITLE(S)
☒ PARTNER(S) MGR.
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER:

DESCRIPTION OF ATTACHED DOCUMENT

PRINT RIGHTS AGMT. AGMT
TITLE OR TYPE OF DOCUMENT

6
NUMBER OF PAGES

11/2/05
DATE OF DOCUMENT

OTHER

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)
DANAMAMIC ESTATES

RIGHT THUMBPRINT OF SIGNER
Top of thumbprint here

RECORDED AT THE REQUEST OF
CHICAGO TITLE COMPANY
SUBDIVISION DEPT.

DOC # 2005-0501967

JUN 15, 2005 12:20 PM

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
GREGORY J. SMITH, COUNTY RECORDER
FEES: 49.00 WAYS: 3
PAGES: 10

2005-0501967

Recording Requested By:

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And When Recorded Mail To:

CHARLES B. CHRISTENSEN, ESQ.
SEAN D. SCHWERDTFEGER, ESQ.
CHRISTENSEN SCHWERDTFEGER & SPATH LLP
444 West C Street, Suite 200
San Diego, CA 92101

4304 0330 - 450

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ESTABLISHING AND RESERVING PRIVATE ROAD EASEMENTS FOR THE BENEFIT OF CONTINGUOUS LANDS

This Declaration of Covenants, Conditions and Restrictions Establishing and Reserving Private Road Easements ("Declaration") is made this 19 day of May, 2005 by Panoramic Estates, a California General Partnership, hereinafter referred to as "Declarant."

RECITALS

WHEREAS, Declarant is the owner of certain real Property located in the County of San Diego, State of California legally described in Exhibit "A" attached hereto and hereinafter referred to as the "Property;"

WHEREAS, the Declarant desires to create a common plan providing ingress and egress over, along, across and through the Property for the purposes of, *inter alia*, allowing both Emergency Ingress and Egress as well as general ingress and ingress for specified tracts of land bounding the Property;

WHEREAS, the Declarant has not yet transferred, sold, conveyed, granted, or otherwise disposed of any of the Lots located within the Property;

WHEREAS, the Declarant, for itself, its successors, heirs and assigns desires to create and reserve private road easements, over, along and across portions of the Property;

WHEREAS, the Declarant intends that these easements and restrictions be interpreted as both equitable servitudes and covenants running with the land pursuant to the applicable provisions of Civil Code Section 1468 et seq.:

Non-Order Search
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Requested By: genniea, Printed: 12/26/2018 3:55 PM

WHEREAS, nothing herein shall create, nor be construed to create, any type of "common interest development," as defined by California Civil Code §1351;

NOW THEREFORE, Developer declares that all of the Property is held, and will be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the following limitations, restrictions, covenants, and reservations; all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement, use and sale of the property. Each of these are established and agreed upon for the purpose of enhancing as well as protecting the value, desirability, and attractiveness of the property and every part of it. All of the limitations, restrictions, and covenants will run with the land, and shall bind all parties having or acquiring any right, title, or interest in the Property or any part thereof, and will inure to the benefit of all the Property; and Declarant hereby further grants and reserves the easements referenced herein, on the terms and conditions set forth herein, with the intention that these easements bind the servient tenements and benefit the dominant tenements, as referenced; and further that these non-exclusive easements also be construed as covenants, conditions and restrictions running with the land and as equitable servitudes for the benefit of the Declarant, its heirs, successors and assigns:

ARTICLE I

DEFINTIONS

Section 1.1. The "Property" means all of the property located in the County of San Diego, State of California, and shown within the collective boundaries of County of San Diego Tract Nos. 4392-1 and 4392-2, all as filed in the Office of the County Recorder of San Diego County as Map Nos. 13930 and 13931 on February 9, 2000, as File Nos. 2000-0068166 and 2000-0068325, respectively.

Section 1.2. The "Declarant" means Panoramic Estates, a California general partnership, its successors, heirs, assigns, or nominees, if said successors, heirs, assigns, or nominees who acquire or hold title for development purposes.

Section 1.3. An "OWNER" means each person or entity holding a record ownership interest in a LOT, including the Declarant. It shall not include contract purchasers or persons or entities holding an interest in a LOT as security for the performance of an obligation.

Section 1.4. "UNIT 1 MAP" means County of San Diego Tract No. 4392-1, as filed in the Office of the County Recorder of San Diego County, State of California, as Map No. 13930, on February 9, 2000, as File No. 2000-0068166.

Section 1.5. "UNIT 2 MAP" means County of San Diego Tract No. 4392-2, as filed in the Office of the County Recorder of San Diego County, State of California, as Map No. 13931, on February 9, 2000, as File No. 2000-0068325.

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Section 1.6. "LOT" means any lot shown on the UNIT 1 MAP or the UNIT 2 MAP.

Section 1.7. "FIRST MORTGAGE" means a mortgage or deed of trust which constitute a lien superior to any other mortgage or deed of trust.

Section 1.8. "FIRST MORTGAGEE" means a mortgagee or holder of a deed of trust under a FIRST MORTGAGE.

Section 1.9. "PANORAMIC DRIVE" means that private road depicted and shown on the UNIT 1 MAP and the UNIT 2 MAP traversing over, along, across and through LOTS 1, 6, 7, 8, 9, 10, 11, 12 and 13 of UNIT 1 MAP and LOTS 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24 of UNIT 2 MAP.

Section 1.10. "PANORAMIC WAY" means that private road depicted and shown on the UNIT 1 MAP and the UNIT 2 MAP traversing over, along, across and through LOTS 1, 2, 3, 4, 5 and 6 of UNIT 1 MAP and LOTS 28, 29, 30, 31, 32, 33, 34 and 35 of UNIT 2 MAP.

Section 1.11. "PANORAMIC PLACE" means that private road depicted and shown on the UNIT 2 MAP traversing over, along, across and through LOTS 25, 26,27 and 28 of UNIT 2 MAP.

Section 1.12. "Person" means a natural individual, a corporation, or any other entity with the legal right to hold title to real property.

Section 1.13. "Private Road Maintenance Agreement" means that certain written agreement(s) required by the County of San Diego in connection with the subdivision of the Property to ensure the maintenance as well as repair of those private roads within the Property. Copies of the Private Road Maintenance Agreement for UNIT 1 MAP and UNIT 2 MAP are recorded in the Office of the County Recorder for the County of San Diego, State of California.

Section 1.14. "Emergency Ingress and Egress" means access that is reasonably necessary to prevent and/or remediate issues of serious public health and safety, including without limitation fire fighting, medical evacuation, earthquake, civil riot, war, and other catastrophic acts of God.

ARTICLE II

RESERVATION OF NON-EXCLUSIVE PRIVATE ROAD EASEMENTS

Section 2.1. Reservation of Non-Exclusive Private Road Easement[s] For Emergency Ingress and Egress. Declarant reserves a non-exclusive easement[s] for Emergency Ingress and Egress over, along, across, and through, PANORAMIC DRIVE, PANORAMIC WAY, and PANORAMIC PLACE for the benefit of the owners, and each of them, of Assessor Parcel Numbers 170-180-11, 170-180-21, 170-200-14, 170-200-27,

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Requested By: genniea, Printed: 12/26/2018 3:55 PM

172-110-07, 172-110-08, 172-110-09, 172-110-35, 174-260-04, and 174-270-22 or any portion thereof. Said non-exclusive easements for Emergency Ingress and Egress shall run with the land, and only upon the grant of such easement[s] by Declarant in accordance with Article III hereof, shall such appurtenant, non-exclusive easement[s] inure to the benefit of those persons having or acquiring any right, title or interest in Assessor Parcel Numbers 170-180-11, 170-180-21, 170-200-14, 170-200-27, 172-110-07, 172-110-08, 172-110-09, 172-110-35, 174-260-04, and 174-270-22 or any portion thereof as well as to their successors-in-interest, heir, and assigns.

Section 2.2 Reservation of Private Road Easement for Ingress and Egress. Declarant further reserves a non-exclusive easement for unrestricted ingress and egress over, along, across, and through, PANORAMIC DRIVE, PANORAMIC WAY, and PANORAMIC PLACE for the benefit of the owners, and each of them, of Assessor Parcel Numbers 172-113-04, 172-113-02, 170-200-20, and 172-061-51or any portion thereof. Said non-exclusive easements for ingress and egress shall run with the land, and only upon the grant of such easement by Declarant in accordance with Article III hereof, shall such appurtenant, non-exclusive easement inure to the benefit of those persons having or acquiring any right, title or interest in Assessor Parcel Numbers 172-113-04, 172-113-02, 170-200-20, and 172-061-51 or any portion thereof as well as to their successors-in-interest, heir, and assigns.

ARTICLE III

RETAINED RIGHT TO GRANT NON-EXCLUSIVE PRIVATE ROAD EASEMENTS

Section 3.1. Retained Right to Grant of Non-Exclusive Private Road Easement for Emergency Ingress and Egress. Declarant reserves the right to grant, but does not now and herein grant, a non-exclusive easement[s] for Emergency Ingress and Egress access over, along, across, and through, PANORAMIC DRIVE, PANORAMIC WAY, and PANORAMIC PLACE for the benefit of the owners, or any one of them, of Assessor Parcel Numbers 170-180-11, 170-180-21, 170-200-14, 170-200-27, 172-110-07, 172-110-08, 172-110-09, 172-110-35, 174-260-04, and 174-270-22 or any portion thereof. If and when granted by Declarant, said non-exclusive easement for Emergency Ingress and Egress shall run with the land, and only upon the grant of such easement by Declarant, shall such appurtenant, non-exclusive easement inure to the benefit of those persons having or acquiring any right, title or interest in Assessor Parcel Numbers 170-180-11, 170-180-21, 170-200-14, 170-200-27, 172-110-07, 172-110-08, 172-110-09, 172-110-35, 174-260-04, and 174-270-22 or any portion thereof and to their successors-in-interest, heirs, and assigns. The right of Declarant to grant easements for Emergency Ingress and Egress over, along, across, and through, PANORAMIC DRIVE, PANORAMIC WAY, and PANORAMIC PLACE shall survive the conveyance of LOTS 1 through 35, and the power to grant such easements for Emergency Ingress and Egress shall remain reposed in the sole and exclusive power of Declarant.

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Requested By: genniea, Printed: 12/26/2018 3:55 PM

If and when Declarant elects to grant the appurtenant, non-exclusive easement[s] for Emergency Ingress and Egress reserved in Section 2.1 of Article II hereof, Declarant shall record a grant[s] of non-exclusive easement[s] for Emergency Ingress and Egress with the County Recorder for the County of San Diego. Upon recording with the County Recorder for the County of San Diego, the grant[s] of non-exclusive easement[s] for Emergency Ingress and Egress shall become effective and convey the appurtenant, non-exclusive easement[s] for Emergency Ingress and Egress reserved in Section 2.1 of Article II hereof.

Section 3.2. Retained Right to Grant Non-Exclusive Private Road Easement for Ingress and Egress. Declarant reserves the right to grant, but does not now and herein grant, a non-exclusive easement for ingress and egress over, along, across, and through, PANORAMIC DRIVE, PANORAMIC WAY, and PANORAMIC PLACE for the benefit of the owners, or any one of them, of Assessor Parcel Numbers 172-113-04, 172-113-02, 170-200-20, and 172-061-51 or any portion thereof. Such easement is not restricted to emergency ingress and egress only. If and when granted by Declarant, said non-exclusive easement for ingress and egress shall run with the land, and only upon the grant of such easement by Declarant, shall such non-exclusive easement inure to the benefit of those persons having or acquiring any right, title or interest in Assessor Parcel Numbers 172-113-04, 172-113-02, 170-200-20, and 172-061-51 or any portion thereof and to their successors-in-interest, heirs, and assigns. The right of Declarant to grant an easement for unrestricted ingress and egress over, along, across, and through, PANORAMIC DRIVE, PANORAMIC WAY, and PANORAMIC PLACE shall survive the conveyance of LOTS 1 through 35, and the power to grant such easement for ingress and egress shall remain reposed in the sole and exclusive power of Declarant.

If and when Declarant elects to grant the appurtenant, non-exclusive easement for general ingress and egress reserved in Section 2.2 of Article II hereof, Declarant shall record a grant of non-exclusive easement for ingress and egress with the County Recorder for the County of San Diego. Upon recording with the County Recorder for the County of San Diego, the grant of non-exclusive easement for ingress and egress shall become effective and convey the non-exclusive easement for ingress and egress reserved in Section 2.2 of Article II hereof.

Prior to granting an appurtenant, non-exclusive easement for ingress and egress over, along, across, and through, PANORAMIC DRIVE, PANORAMIC WAY, and PANORAMIC PLACE for the benefit of the owners, or any one of them, of Assessor Parcel Numbers 172-113-04, 172-113-02, 170-200-20, and 172-061-51 or any portion thereof, Declarant shall require that said owners, and each of them, execute a private road maintenance agreement with the County of San Diego to share in cost of maintaining PANORAMIC DRIVE, PANORAMIC WAY, and PANORAMIC PLACE in an amount comparable to their anticipated use of PANORAMIC DRIVE, PANORAMIC WAY, and PANORAMIC PLACE.

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Requested By: genniea, Printed: 12/26/2018 3:55 PM

ARTICLE IV

RESTRICTIVE COVENANTS

Section 4.1. In exercising the right to occupy or use a LOT and its improvements, the Owner and the Owner's family, guests, employees, tenants, and invitees shall not perform any act or fail to take any act which will in any way obstruct and/or prohibit free access along, across and through the easements reserved herein for the purposes of ingress and egress.

Section 4.2. The restrictions set forth in this Declaration shall be enforceable equitable servitudes and well as covenants running with the land.

ARTICLE V
RIGHTS OF MORTGAGEES

Section 5.1 Any First Mortgagee that encumbers a LOT and any entity insuring the lien of such encumbrance may conclusively presume that no breach exists under this Declaration, provided that such encumbrance is recorded with the San Diego County Recorder before the date of any action to establish a breach of any covenant herein, and not within sixty (60) days after the recording of any notice of noncompliance, anything contained in this Declaration to the contrary notwithstanding.

ARTICLE VI
AMENDMENTS

Amendment or Revocation Before Close of First Sale

Section 6.1. At any time before the close of the first sale of a LOT to a purchaser other than the Declarant, the Declarant may, by executing an appropriate instrument, amend or revoke this Declaration. The executed instrument shall be acknowledged and recorded in the San Diego County Recorder's Office.

ARTICLE VII
GENERAL PROVISIONS

Section 7.1. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision shall not affect the validity or enforceability of any other provision.

Section 7.2. This Declaration, as well as any amendment to it, and any valid action or directive made pursuant to it, shall be binding on the Declarant and the Owners and their heirs, grantees, tenants, successors, and assigns.

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Section 7.3. The provisions of this Declaration shall be liberally construed and interpreted to effectuate its purpose of reserving unto Declarant the power to grant those easements reserved in Article II in accordance with the provisions of Article III hereof.

Section 7.4. The liability of any Owner for performance of any of the provisions of this Declaration shall terminate upon sale, transfer, assignment, or other divestment of the Owner's entire interest in his or her Lot with respect to obligations arising from or after the date of the divestment.

Section 7.5. As used in this Declaration, the singular shall include the plural, unless the context requires the contrary. The headings are not a part of this Declaration, and shall not affect the interpretation of any provision.

Declarant has executed this instrument as of the 19 day of ~~April~~ MAY 2005.

DECLARANT:

PANORAMIC ESTATES, a California General Partnership

By: Donald E. Baron

DONALD E. BARON, GEN. PARTNER

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

On 5-19-05, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared DONALD E BARON, personally known to me (or proven to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

GARY NICHOLAS WAYMAN
COMM. #1481435
NOTARY PUBLIC - CALIFORNIA
SAN DIEGO COUNTY
MY COMM. EXPIRES JAN. 9, 2008

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EXHIBIT A
LEGAL DESCRIPTION

LOTS 1 TO 13 INCLUSIVE OF COUNTY OF SAN DIEFO TRACT NO. 4392-1 IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP NO.13930, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, FEBRUARY 9, 2000.

APN: 172-112-07 THRU 172-112-19

LOTS 14 TO 35 INCLUSIVE OF COUNTY OF SAN DIEGO TRACT NOL 4392-2 IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP NO. 13931 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY FEBRUARY 9, 2000.

APN: 172-114-01 THRU 13 AND 172-112-20 THRU 28

CONSENT OF LIENHOLDER AND SUBORDINATION OF LIEN

The undersigned beneficiary, under that certain deed of trust dated November 3, 2003, and recorded on November 13, 2003 as File No. 2003-1371123, as shown in the Official Records in the Office of the County Recorder of San Diego County, State of California, as amended, consents to all of the provisions contained in the attached Declaration and agrees that the lien of its deed of trust shall be junior and subordinate and subject to said Declaration.

Executed this 20th day of May, 2005.

BENEFICIARY:
1st Pacific Bank of California

By: _____
Its: Credit Administrator / VP

By: _____
Its: _____

ACKNOWLEDGMENT

State of California)
)
County of San Diego)

On May 20, 2005, before me, the undersigned Notary Public in and for said State, personally appeared, William D. Schaffel personally known to me (or proved to me on the basis of satisfactory evidence) to be the Credit Administrator (*title*) and _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the _____ (*title*) of 1st Pacific Bank of California, the party that executed the within and foregoing instrument, and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature _____

PATRICIA L. AVERY
Commission # 1546778
Notary Public - California
San Diego County
My Comm. Expires Jan 23, 2009

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Doc: SD:2005 00501967

Requested By: genniea, Printed: 12/26/2018 3:55 PM

CONSENT OF LIENHOLDER AND SUBORDINATION OF LIEN

The undersigned beneficiary, under that certain deed of trust dated September 20, 2004, and recorded on September 24, 2004 as File No. 2004-905553, as shown in the Official Records in the Office of the County Recorder of San Diego County, State of California, consents to all of the provisions contained in the attached Declaration and agrees that the lien of its deed of trust shall be junior and subordinate and subject to said Declaration.

Executed this 20th day of May, 2005.

BENEFICIARY:
1st Pacific Bank of California

By: _____
Its: Credit Administrator/VP

By: _____
Its: _____

ACKNOWLEDGMENT

State of California)
)
County of San Diego)

On May 20, 2005, before me, the undersigned Notary Public in and for said State, personally appeared, William D. Schaffer personally known to me (or proved to me on the basis of satisfactory evidence) to be the Credit Administrator (*title*) and ~~O~~ personally known to me (or proved to me on the basis of satisfactory evidence) to be the ~~O~~ (*title*) of 1st Pacific Bank of California, the party that executed the within and foregoing instrument, and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature _____

PATRICIA L. AVERY
Commission # 1646778
Notary Public - California
San Diego County
My Comm. Expires Jan 23, 2009

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RECORDED AT THE REQUEST OF
CHICAGO TITLE COMPANY 14198
SUBDIVISION DEPT.

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DOC # 2005-0519509

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SAN DIEGO COUNTY RECORDER'S OFFICE
GREGORY J. SMITH, COUNTY RECORDER
FEES: 52.00 WAYS: 3
PAGES: 11

2005-0519509

Recording Requested By:

And When Recorded Mail To:

CHARLES B. CHRISTENSEN, ESQ.
SEAN D. SCHWERDTFEGER, ESQ.
CHRISTENSEN SCHWERDTFEGER & SPATH LLP
444 West C Street, Suite 200
San Diego, CA 92101

4304-0330-050

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ESTABLISHING AND RESERVING PRIVATE ROAD EASEMENTS

This Declaration of Covenants, Conditions and Restrictions Establishing and Reserving Private Road Easements ("Declaration") is made this 19 day of May, 2005 by Panoramic Estates, a California General Partnership, hereinafter referred to as "Declarant."

RECITALS

WHEREAS, Declarant is the owner of certain real Property located in the County of San Diego, State of California legally described in Exhibit "A" attached hereto and hereinafter referred to as the "Property;"

WHEREAS, the Declarant desires to create a common plan providing ingress and egress over, along, across and through the Property for the purposes of allowing all owners of the Property, or any portion thereof, access to and from their respective lots;

WHEREAS, the Declarant has not yet transferred, sold, conveyed, granted, or otherwise disposed of any of the Lots located within the Property;

WHEREAS, the Declarant, for itself, its successors, heirs and assigns desires to create and reserve private road easements, over, along and across portions of the Property;

WHEREAS, the Declarant intends that these easements and restrictions be interpreted as both equitable servitudes and covenants running with the land pursuant to the applicable provisions of Civil Code Section 1468, et seq.;

WHEREAS, nothing herein shall create, nor be construed to create, any type of "common interest development," as defined in California Civil Code §1351;

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WHEREAS, each LOT, as hereinafter defined, shall be owned in fee by the purchaser of such LOT, and no portion of the Property shall be held in common ownership. Rather, rights to transverse and/or use a portion of any LOT not individually owned shall be by reciprocal easements and/or rights granted under this Declaration and reservation and grant of non-exclusive easements; and

NOW THEREFORE, Developer declares that all of the Property is held, and will be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the following limitations, restrictions, covenants, and reservations; all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement, use and sale of the property. Each of these are established and agreed upon for the purpose of enhancing as well as protecting the value, desirability, and attractiveness of the property and every part of it. All of the limitations, restrictions, and covenants will run with the land, and shall bind all parties having or acquiring any right, title, or interest in the Property or any part thereof, and will inure to the benefit of all the Property; and Declarant hereby further grants and reserves the easements referenced herein, on the terms and conditions set forth herein, with the intention that these easements bind the servient tenements and benefit the dominant tenements, as referenced; and further that these non-exclusive easements also be construed as covenants, conditions and restrictions running with the land and as equitable servitudes for the benefit of the Declarant, its heirs, successors and assigns:

ARTICLE I

DEFINTIONS

Section 1.1. The "Property" means all of the property located in the County of San Diego, State of California, and shown within the collective boundaries of County of San Diego Tract Nos. 4392-1 and 4392-2, all as filed in the Office of the County Recorder of San Diego County as Map Nos. 13930 and 13931 on February 9, 2000, as File Nos. 2000-0068166 and 2000-0068325, respectively.

Section 1.2. The "Declarant" means Panoramic Estates, a General Partnership, its successors, heirs, assigns, or nominees, if said successors, heirs, assigns, or nominees acquire or hold title for development purposes.

Section 1.3. An "OWNER" means each person or entity holding a record ownership interest in a LOT, including the Declarant. It shall not include contract purchasers or persons or entities holding an interest in a LOT as security for the performance of an obligation.

Section 1.4. "UNIT 1 MAP" means County of San Diego Tract No. 4392-1, as filed in the Office of the County Recorder of San Diego County, State of California, as Map No. 13930, on February 9, 2000, as File No. 2000-0068166.

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Section 1.5. "UNIT 2 MAP" means County of San Diego Tract No. 4392-2, as filed in the Office of the County Recorder of San Diego County, State of California, as Map No. 13931, on February 9, 2000, as File No. 2000-0068325.

Section 1.6. "LOT" means any lot shown on the UNIT 1 MAP or the UNIT 2 MAP.

Section 1.7. "FIRST MORTGAGE" means a mortgage or deed of trust which constitute a lien superior to any other mortgage or deed of trust.

Section 1.8. "FIRST MORTGAGEE" means a mortgagee or holder of a deed of trust under a FIRST MORTGAGE.

Section 1.9. "PANORAMIC DRIVE" means that private road depicted and shown on the UNIT 1 MAP and the UNIT 2 MAP traversing over, along, across and through LOTS 1, 6, 7, 8, 9, 10, 11, 12 and 13 of UNIT 1 MAP and LOTS 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24 of UNIT 2 MAP.

Section 1.10. "PANORAMIC WAY" means that private road depicted and shown on the UNIT 1 MAP and the UNIT 2 MAP traversing over, along, across and through LOTS 1, 2, 3, 4, 5 and 6 of UNIT 1 MAP and LOTS 28, 29, 30, 31, 32, 33, 34 and 35 of UNIT 2 MAP.

Section 1.11. "PANORAMIC PLACE" means that private road depicted and shown on the UNIT 2 MAP traversing over, along, across and through LOTS 25, 26,27 and 28 of UNIT 2 MAP.

Section 1.12. "Person" means a natural individual, a corporation, or any other entity with the legal right to hold title to real property.

Section 1.13. "Private Road Maintenance Agreement" means that certain written agreement(s) required by the County of San Diego in connection with the subdivision of the Property to ensure the maintenance as well as repair of those private roads within the Property. Copies of the Private Road Maintenance Agreement for UNIT 1 MAP and UNIT 2 MAP are recorded in the Office of the County Recorder for the County of San Diego, State of California.

Section 1.14. "Emergency Ingress and Egress" means access that is reasonably necessary to prevent and remediate issues of serious public health and safety, including without limitation fire fighting, medical evacuation, earthquake, civil riot, war, and other catastrophic acts of God.

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ARTICLE II

RESERVATION OF NON-EXCLUSIVE PRIVATE ROAD EASEMENTS

Section 2.1. RESERVATION OF NON-EXCLUSIVE PRIVATE ROAD EASEMENTS. Declarant hereby reserves for the benefit of the owners of LOTS 1 through 13, inclusive, of UNIT 1 MAP and for the owners of LOTS 14 through 35, inclusive, of UNIT 2 MAP and to their, and each of their, successors-in-interest, heirs and assigns, non-exclusive easements for the purposes of ingress and egress, over, along, across and through, PANORAMIC DRIVE, PANORAMIC WAY and PANORAMIC PLACE. Said non-exclusive easements shall run with the land and shall inure to the benefit and burden of persons having or acquiring any right, title or interest in said LOTS 1 through 35, inclusive, or any portion or portions thereof, and to the successors-in-interest of such persons.

Prior to recording this Declaration, Declarant recorded a Declaration of Conditions, Covenants and Restrictions Establishing and Reserving Private Road Easements for the Benefit of Contiguous Lands ("Declaration Benefiting Contiguous Lands") in the office of the County Recorder for the County of San Diego on JUNE 15, 2005 as document number 2005- 0501967. The reservation and grant of easements made in this Declaration is expressly subject to the reservation of easements already made by Declarant in the Declaration Benefiting Contiguous Lands, and nothing contained in this Declaration shall be deemed to supersede, impair, or otherwise diminish the power of Declarant to convey those easements, or any portion thereof, reserved by the Declaration Benefiting Contiguous Lands.

ARTICLE III

GRANT OF NON-EXCLUSIVE PRIVATE ROAD EASEMENTS

Section 3.1. **GRANT OF NON-EXCLUSIVE PRIVATE ROAD EASEMENTS.** Declarant hereby grants to the owners of LOTS 1 through 13, inclusive, of UNIT 1 MAP and for the owners of LOTS 14 through 35, inclusive, of UNIT 2 MAP and to their, and each of their, successors-in-interest, heirs and assigns, non-exclusive easements for the purposes of ingress and egress, over, along, across and through, PANORAMIC DRIVE, PANORAMIC WAY and PANORAMIC PLACE. Said non-exclusive easements shall run with the land and shall inure to the benefit and burden of persons having or acquiring any right, title or interest in said LOTS 1 through 35, inclusive, or any portion or portions thereof, and to the successors-in-interest of such persons.

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ARTICLE IV

MAINTENANCE OF ROADS

Section 4.1. Each Owner individually as well as all Owners collectively shall be responsible for compliance with the Private Road Maintenance Agreement(s). The terms and conditions of such Private Road Maintenance Agreement (a copy of which is on file with the San Diego County Recorder) are hereby incorporated by reference as though fully set forth herein.

Section 4.2. Any conveyance, judicial sale, or other voluntary or involuntary transfer of the Owner's entire estate shall remain subject to the terms of this declaration. Any transfer that attempts to sever the entirety or any component interest, including the easements granted and reserved herein and covered by this Declaration shall be void.

ARTICLE V

RESTRICTIVE COVENANTS

Section 5.1. In exercising the right to occupy or use a LOT and its improvements, the Owner and the Owner's family, guests, employees, tenants, and invitees shall not perform any act or fail to take any act which will in any way obstruct and/or prohibit free access along, across and through the easements granted and reserved herein for the purposes of ingress and egress and all related uses, including the right to repair and replace improvements constructed thereon, as may be required from time to time.

Section 5.2. The restrictions set forth in this Declaration shall be enforceable equitable servitudes and well as covenants running with the land, as referenced in Section 6.1 below and shall inure to the benefit of and bind all Owners. These servitudes and covenants may be enforced by the Owner of any LOT within the Property.

ARTICLE VI
BREACH AND RIGHT OF ENFORCEMENT

Section 6.1. The covenants established in this Declaration will operate as covenants running with the land. Developer or any Owner, including any bona fide purchaser under contract, in the event of a breach of any covenant in this Declaration, or a continuance of any such breach, may take all legally authorized actions to enjoin, abate and/or remedy the breach.

Every act or omission that violates in whole or in part any of the covenants contained in this Declaration is declared to be, and constitutes, a nuisance, and every available remedy authorized by law or equity, either public or private, may be exercised by Declarant and/or any Owner. The remedies provided in this Declaration for breach of

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the covenants contained herein are cumulative; none of the remedies shall be deemed exclusive.

A breach of the covenants contained in this Declaration will not affect or impair the lien or charge of any bona fide mortgage or deed of trust made in good faith and for value on any building site; provided, however, that any subsequent Owner will be bound by the covenants, whether that owner's title was acquired by foreclosure or in a trustee's sale or otherwise. A lender who acquired title by foreclosure or deed in lieu of foreclosure or trustee's sale will not be obligated to cure any breach of the covenants that occurred before that acquisition of title, but will be bound by the covenants of this Declaration.

Section 6.2. The provisions in this Declaration will inure to the benefit of and be enforceable by Declarant and Owners, and each of their legal representatives, heirs, successors, or assigns. The failure to enforce any covenant in this Declaration will not be deemed a waiver of the right to enforce thereafter. In any legal proceeding begun by anyone entitled to enforce or restrain a violation of any provision of this Declaration, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs.

ARTICLE VII
RIGHTS OF MORTGAGEES

Section 7.1 Any First Mortgagee that encumbers a LOT and any entity insuring the lien of such encumbrance may conclusively presume that no breach exists under this Declaration, provided that such encumbrance is recorded with the San Diego County Recorder before the date of any action to establish a breach of any covenant herein, and not within sixty (60) days after the recording of any notice of noncompliance, anything contained in this Declaration to the contrary notwithstanding.

ARTICLE VII
AMENDMENTS

Amendment or Revocation Before Close of First Sale

Section 8.1. At any time before the close of the first sale of a LOT to a purchaser other than the Declarant, the Declarant may, by executing an appropriate instrument, amend or revoke this Declaration. The executed instrument shall be acknowledged and recorded in the San Diego County Recorder's Office.

ARTICLE IX
GENERAL PROVISIONS

Section 9.1. Each remedy provided for in this Declaration is separate, distinct, and non-exclusive. Failure to exercise a particular remedy shall not be construed as a waiver of the remedy.

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Section 9.2. In any action to enforce this Declaration, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

Section 9.3. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision shall not affect the validity or enforceability of any other provision.

Section 9.4. This Declaration, as well as any amendment to it, and any valid action or directive made pursuant to it, shall be binding on the Declarant and the Owners and their heirs, grantees, tenants, successors, and assigns.

Section 9.5. The provisions of this Declaration shall be liberally construed and interpreted to effectuate its purpose of creating a uniform plan for the development and operation of a planned development. Failure to enforce any provision of this Declaration shall not constitute a waiver of the right to enforce that provision or any other provision of this Declaration.

Section 9.6. The liability of any Owner for performance of any of the provisions of this Declaration shall terminate upon sale, transfer, assignment, or other divestment of the Owner's entire interest in his or her Lot with respect to obligations arising from or after the date of the divestment.

Section 9.7 Neither Declarant, nor any Owner shall, either directly or indirectly, forbid the conveyance, encumbrance, renting, leasing, or occupancy of the Owner's Lot to any person on the basis of race, color, sex, religion, ancestry, or national origin.

Section 9.8 As used in this Declaration, the singular shall include the plural, unless the context requires the contrary. The headings are not a part of this Declaration, and shall not affect the interpretation of any provision.

Declarant has executed this instrument as of the 19 day of ~~April~~ MAY 2005.

DECLARANT:

PANORAMIC ESTATES, a California General Partnership

By: Donald E. Baron

DONALD E. BARON, GEN. PARTNER

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14205

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

On 5-19-05, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared DONALD E BARON, personally known to me (or proven to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

GARY NICHOLAS WAYMAN
COMM. #1481435
NOTARY PUBLIC - CALIFORNIA
SAN DIEGO COUNTY
MY COMM. EXP. RES JAN. 9, 2008

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EXHIBIT A
LEGAL DESCRIPTION

LOTS 1 TO 13 INCLUSIVE OF COUNTY OF SAN DIEFO TRACT NO. 4392-1 IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP NO.13930, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, FEBRUARY 9, 2000.

APN: 172-112-07 THRU 172-112-19

LOTS 14 TO 35 INCLUSIVE OF COUNTY OF SAN DIEGO TRACT NOL 4392-2 IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP NO. 13931 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY FEBRUARY 9, 2000.

APN: 172-114-01 THRU 13 AND 172-112-20 THRU 28

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Doc: SD:2005 00519509

Requested By: genniea, Printed: 12/26/2018 3:55 PM

14207

CONSENT OF LIENHOLDER AND SUBORDINATION OF LIEN

The undersigned beneficiary, under that certain deed of trust dated November 3, 2003, and recorded on November 13, 2003 as File No. 2003-1371123, as shown in the Official Records in the Office of the County Recorder of San Diego County, State of California, as amended, consents to all of the provisions contained in the attached Declaration and agrees that the lien of its deed of trust shall be junior and subordinate and subject to said Declaration.

Executed this 20th day of May, 2005.

BENEFICIARY:
1st Pacific Bank of California

By: _____
Its: Credit Administrator / VP

By: _____
Its: _____

ACKNOWLEDGMENT

State of California)
)
County of San Diego)

On May 20, 2005, before me, the undersigned Notary Public in and for said State, personally appeared, William D. Scheffel personally known to me (or proved to me on the basis of satisfactory evidence) to be the * ~~[illegible]~~ personally known to me (or proved to me on the basis of satisfactory evidence) ~~[illegible]~~ of 1st Pacific Bank of California, the party that executed the within and foregoing instrument, and acknowledged to me that ~~such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors~~.

WITNESS my hand and official seal.

Signature _____

PATRICIA L. AVERY
Commission # 1546778
Notary Public - California
San Diego County
My Comm. Expires Jan 23, 2009

*person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

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Requested By: genniea, Printed: 12/26/2018 3:55 PM

14208

CONSENT OF LIENHOLDER AND SUBORDINATION OF LIEN

The undersigned beneficiary, under that certain deed of trust dated September 20, 2004, and recorded on September 24, 2004 as File No. 2004-905553, as shown in the Official Records in the Office of the County Recorder of San Diego County, State of California, consents to all of the provisions contained in the attached Declaration and agrees that the lien of its deed of trust shall be junior and subordinate and subject to said Declaration.

Executed this 20th day of May, 2005.

BENEFICIARY:
1st Pacific Bank of California

By: _____
Its: Credit Administrator/VP

By: _____
Its: _____

ACKNOWLEDGMENT

State of California)
)
County of San Diego)

On May 20, 2005, before me, the undersigned Notary Public in and for said State, personally appeared, William D. Schlyer personally known to me (or proved to me on the basis of satisfactory evidence) to be the *Credit Administrator (title) and xxxx

14209

DOC # 2005-0519510

JUN 21, 2005 2:00 PM

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PAGES: 18

2005-0519510

Recording Requested By:

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Panoramic Estates
P.O. 1955,
Vista, CA 92085-1955

43040330-450

Convenants, Conditions, and Restrictions
PANORAMIC ESTATES

THIS DECLARATION OF CONVENANTS, CONDITIONS, AND RESTRICTIONS ("Declaration"), made on the date hereinafter set forth by PANORAMIC ESTATES, A CALIFORNIA GENERAL PARTNERSHIP ("Declarant") is made with reference to the following facts:

RECITALS

A. Declarant is the owner of real property ("Real Property") located in the County of San Diego, State of California, described on Exhibit "A" attached hereto and incorporated by reference.

B. Declarant intends to establish a residential housing development upon the Real Property, and to impose upon the Real Property mutually beneficial restrictions under a general plan of improvement for the benefit of all of the Lots in the development and their Owners. The development is referred to herein as the "Project," as the same is further defined in Article I below.

C. Declarant hereby establishes by this Declaration a plan for the ownership, improvement and maintenance of real property estates consisting of the separate property individual ownership of the Lots which comprise the Real Property.

THEREFORE, Declarant declares that the Real Property, and each Lot which comprises the Real Property, shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold, and improved, subject to the following declarations, limitations, covenants, conditions, restrictions, easements, all of which are for the purposes of enhancing and protecting the value and attractiveness of the project. All of the limitations, covenants, conditions, restrictions and easements shall be binding upon Declarant and its successors and assigns, and all parties having or acquiring any right, title or interest in or to any part of the Real Property or the Project.

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ARTICLE I

DEFINITIONS

1. "COMMITTEE", means the Architectural and Landscaping Committee formed pursuant to Article III hereof.

2. "DECLARANT" means Panoramic Estates, a California General Partnership as well as its successors and assigns, but only if such successors and assigns acquire any portion of the Real Property for the purpose of Development and are designated by the assignor-Declarant as a succeeding "Declarant" in a writing which is recorded in the Office of the County Recorder of the County where the Project is located.

3. "DECLARATION" means this Declaration of Covenants, Conditions and Restrictions, as may be amended from time to time.

4. "IMPROVEMENTS" means the primary residential structure located or to be located upon any Lot, as well as all structures and appurtenances thereto of every type and kind, and all improvements at any time located upon any lot.

5. "LOT" means a plot of land shown upon the subdivision map of the Real Property recorded in the Official Records of the County Recorder of the county where the Project is located.

6. "OWNER" means and refers to the record holder or holders of title, if more than one, of a fee simple interest in a Lot in the Project. "Owner" shall include contract sellers, but shall exclude persons or entities having an interest merely as security for the performance of an obligation.

7. "PERSON" means a natural person, a corporation, a partnership, a trustee, or any other legal entity.

8. "PROJECT" means the Real Property, including all structures and improvements located and to be located thereon.

9. "REAL PROPERTY" means the Real Property described on Exhibit "A" attached to this Declaration.

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ARTICLE II

USE RESTRICTIONS

In addition to all of the convenants contained herein, and subject to the exemption of Declarant set forth herein, the use of the Project and each Lot is subject to the following:

1. Lot Use. No lot shall be occupied or used except as a single family residence, and no trade or business shall be conducted upon any Lot except that Declarant may use any Lot or Lots in the project owned by Declarant for a model display and/or sales office.

2. Improvements Subject to Approval. No improvements shall be commenced upon any Lot until the same have been approved by the "Committee" established by this Declaration. The procedures for obtaining subject approval from the Committee are set forth in Article III below.

3. Nuisances. No noxious or offensive activities shall be carried on upon any Lot, or any part of the Project, nor shall anything be done which may in any way interfere with the use and quiet enjoyment of any Owner of his respective Lot.

4. Vehicle Restrictions. No commercial vehicle, truck (other than standard size van or pick up truck), inoperable automobile, or similar equipment shall be permitted to park or be stored upon any area within the Project, other than temporarily. Commercial vehicles shall not include sedans or standard size pick up trucks which are used for both business and personal use, provided that any signs or markings of a commercial nature on such vehicles shall be unobtrusive and inoffensive as determined by the "Committee". No noisy or smoky vehicles shall be operated on the Project.

No motorcycles, other motor driven two wheel vehicles, motor driven three wheeled vehicles, dune buggy or any off road vehicle whether licensed or unlicensed by the State of California, shall be driven upon the Real Property, except for the purposes of ingress and egress, and except for agriculturally related work or work involving construction or improvements.

Unless the prior written consent of the committee is first obtained, no motor home, camper, trailer, boat or other recreational vehicle shall at any time be parked in such a manner as to be visible from any street or neighboring Lots, provided, however, that a motor home, camper, recreational trailer, boat or other recreational vehicle may (without such prior written consent) be parked upon the driveway of any Lot by guest of the Owner of such Lot for a period of time not to exceed three (3) days in any calendar month. Also, a motor home, camper, trailer, boat or other recreational vehicle may be parked in the garage of the residence or in an area out of the view from the streets or neighboring Lots, and shielded from view by landscaping, fencing or appropriate enclosure.

No Owner shall conduct repairs or restoration of any vehicle or boat on his Lot unless the same are conducted within a completely enclosed garage or other building. Vehicles, owned, operated, or within the control of any Owner shall be parked in the garage or driveway of the Lot of such Owner, and each Owner shall ensure that his garage is maintained at all time so as to be capable of accommodating at least three (3) full sized automobiles.

5. Garage Doors. Garage doors shall remain closed at all times when garages are not in use, and each owner shall maintain his garage in a neat, clean and sanitary condition.

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6. Signs. No signs shall be displayed to the public view on any Lots or on any portion of the Project unless such signs are approved by the Committee. However, one "For Sale" or "For Rent" sign of customary and reasonable dimensions as permitted by law may be displayed from a Lot without such approval. The Declarant, its successors or assigns, may display signs or billboards regardless of size, for direction or informational purposes, or to advertise the Project during the construction or initial sale period.

7. Animals. No animals or birds of any kind shall be raised, bred or kept on any Lot, or on any portion of the Project, except that all of the following shall be allowed:

a. No more than four (4) domestic animals (dogs and/or cats) may be kept on any Lot, and

b. Aquarium fish and caged birds may be kept on any Lot, and

c. No chickens, ducks, peacocks, nor any bird that squawks, crows, or has a call that can be heard for more than fifty (50) feet or penetrate the exterior of any residence, may be maintained on any property, and

d. Other animals may be kept during course of any "4-H" project, so long as prior written consent of the Committee has been obtained in advance, and

e. No more than two (2) horses may be kept on any lot.

f. Such other animals may be allowed by the Committee, in its discretion.

All animals belonging to Owners, occupants or their licenses, tenants, or invitees within the Project must be either kept within an enclosure, or enclosed yard, or on a leash or other tether being held by a person capable of controlling the animal. All areas where animals are kept shall be maintained in a neat and sanitary condition. For all animals except domesticated dogs and cats a special containment area must be constructed not closer than one hundred (100) feet from any street and seventy-five (75) feet from any boundary line. Special animal containment areas may be constructed of either: new galvanized piping appropriate for the animal contained; black, green, galvanized or brown vinyl covered chain link fencing; or white three rail fencing in compliance with the standard for boundary line fencing.

Notwithstanding anything herein to the contrary, no animal may be kept on any Lot which, in the reasonable discretion of the Committee, constitutes a nuisance to any Owner or occupant of any Lot.

8. Garbage and Refuse Disposal. All rubbish, trash and garbage shall be regularly removed and shall not be allowed to accumulate upon any part of the Project. All trash, garbage and other wastes shall be kept in covered sanitary containers. All trash containers shall be kept in a clean and sanitary condition. All equipment, woodpiles, and storage piles shall be kept screened and concealed from view of other Lots and all streets.

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9. Temporary Buildings. No shack, shed, privy or other building of a temporary nature or character shall be placed upon any portion of the Project, either temporarily or permanently, except as may be otherwise allowed in this Declaration. No garage, trailer, camper, motor home, boat, or recreational vehicle shall be used as a residence in the project, either temporarily or permanently.

10. Radio and Television Antennas. An Owner shall not construct or use an external radio or television antenna or satellite dish without the prior written approval of the committee; provided, however, that such approval shall not be required for one (1) standard size exterior single pole single family residential television antenna per Lot maintained in the back yard of the resident and one (1) standard size exterior single family residential television satellite dish per Lot screened by Landscaping in the backyard of the residence. No portion of a Lot may be used for towers, antennae, aerials, or other facilities for the transmission or reception of radio or wireless telephone communication including but not limited to cellular telephone communication.

11. Right to Lease. The respective Lots shall be used only as a single family residence, and shall not be rented for transient purposes (defined as rental for period of less than thirty (30) days) or for rooming or boarding house purposes. Subject to the foregoing restrictions, the Owner of the respective Lots shall have the right to lease same provided that the lease is in writing, expressly provided that the tenancy is made subject to the covenants, conditions, limitations, and restrictions contained in the Declaration, and provides that any failure by the tenant to comply with the term of the declaration shall be a default under the lease.

12. Business or Commercial Activity. No part of the Project shall ever be used, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, or other such nonresidential purposes, except that the following are authorized: Professional and administrative occupations without external evidence thereof may be conducted by Owners so long as such occupations are in conformance with local governmental ordinances, and such activities are merely incidental to the use of the Lot as a single family residence. Commercial greenhouses are not permitted.

13. No Mining and Drilling. No portion of the Project shall be used for the purpose of mining, quarrying, boring, or exploring for or removing oil, gas or other hydrocarbons, minerals, rocks, stones, gravel, or earth. Drilling water wells is permitted.

14. Clothes Lines. No clothes lines shall be used on the property for any purpose.

15. Drainage. There shall be no interference with or obstruction of the established surface drainage pattern over any Lot within the project, unless adequate alternative provision is made for property drainage and is first approved in writing by the Committee and the Engineering Department of the County where the Project is located. Any alteration of the established drainage pattern must at all time comply with all applicable local governmental ordinances. For the purposes hereof, "established" drainage is defined as the drainage which exists at the time the overall grading of a Lot is completed by Declarant. Each Owner shall maintain, repair, replace, and keep free from debris or obstruction the drainage system and devices, if any, located on his lot. Water from any Lot may drain into adjacent streets but shall not drain onto adjacent Lots unless an easement for such purposes is granted herein or in the Subdivision Map for Real Property. Declarant hereby reserves for itself and its successive owner, over all areas of the Project easements for drainage from slope areas and drainage ways constructed by Declarant.

16. No Further Divisions. No Owner shall further partition or subdivide his Lot.

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ARTICLE III ARCHITECTURAL AND LANDSCAPING COMMITTEE

1. Establishment of Committee. Declarant hereby establishes an Architectural and Landscaping Committee (Committee) for the purposes of performing duties of the Committee as set forth in this Declaration. The committee shall consist of three (3) members, each member serving for a term of two (2) years. Unless he shall sooner resign (by giving notice to ALL OTHER MEMBERS of the Committee) or be removed, the term of a member shall automatically be terminated at the expiration of his two (2) year term, regardless of whether or not a replacement member has been appointed. The initial members of the committee are as follows:

Donald E. Baron	P.O. Box 1955 Vista, CA 92085
Don B. Norris	1056 Heather Dr. Vista, CA 92084
Joseph H. Jaoudi	2216 Via Subria Vista, CA 92084

Declarant shall have the unrestricted right to elect, appoint, and remove any or all of the members of the Committee at any time, and to fill any vacancy on the Committee until the "turn over date", which date is hereby established as the first to occur of (1) the date on which the close of escrow has occurred for the sale of 90% of the Lots which are subject to this Declaration for sales or other transfers from Declarant to other persons, or (2) ten (10) years from the date this Declaration is recorded in the Office of the County Recorder of the county where said Project is located. Declarant may at any sooner time assign in writing its power of removal and appointment concerning members of the Committee to the Owner of the Lots in the Project, subject to such terms and conditions as Declarant may impose in its sole discretion.

Such assignment shall be in writing recorded in the Office of the County Recorder of the county where the Project is located.

After the turn over date, the Owners of a majority of the Lots shall have the right and power to appoint and remove any and all of the members of the committee. The name and address of the committee members appointed by Owner after the turn over date shall beset forth in a writing which sets forth the legal description of the Real Property and is signed by all Committee members and recorded in the Office of the County Recorder of the county where the Project is located.

Members of the Committee appointed to the Committee by Declarant need not be owners of Lots or residents of the Project, but all other members of the Committee must be Owners of Lots, and also residents of the Project.

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2. Meetings. The Committee shall meet from time to time, as necessary to perform the described duties. Any two(2) members of the Committee may call a meeting by giving at least ten (10) days prior written notice of the time and place of such meeting to the other members (unless the notice requirement is waived by all members of the Committee as to a particular meeting). The actions of a majority of the members of the Committee at a meeting shall be deemed the action of the Committee. The Committee may, from time to time, by resolution unanimously adopted in writing, designate a Committee representative (who may, but not need be one of its members) to take any action or perform any duties for or on behalf of the Committee. In the absence of such a designation, the vote of a majority of the committee at a meeting, or the unanimous written consent of the Committee taken without a meeting, shall constitute the act of the Committee.

3. Review of Proposed Construction. Subject to the rights of the Declarant to construct improvements and develop the Project as set forth in this Declaration, no building, fence, wall, patio cover, landscaping or other Improvement shall be commenced, erected, painted or planted on the Project, nor shall any exterior addition thereto, or alteration therein be, made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same have been submitted to and approved in writing by the Committee as to harmony of external design, color, and location in relation to surrounding structures and topography.

The Committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alteration, addition, etc., contemplated will comply with the standards prescribed by this Declaration, will not be detrimental to the appearance of the surrounding area, and the contemplated structure will be in harmony with the surrounding structures. The Committee may condition its approval of proposals or plans and specifications on any changes it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving the proposal. The committee may also issue rules or guidelines setting forth procedures for the submissions of plans for approval. It may also require a reasonable fee payable to the Committee for any costs involved in the application approval process. The committee may provide that the amount of the fee be uniform or that it be determined in any reasonable manner.

The Committee may require detailed plans and specifications submitted for its review as it deems proper, including without limitation, floor plans, site plans, drainage plans, elevation drawing of front, rear and side views, roof plans, landscape construction schedule, and description or samples of exterior material and color.

Until receipt by the committee of all required plans and specifications, the Committee may postpone review of any plans submitted for approval. Each Owner shall obtain a written receipt for any plans and specifications submitted to the committee. Decisions of the Committee and their reasons shall be transmitted to the applicant at the address given in the application within thirty (30) days after receipt by the committee of all required materials. Any application submitted pursuant to this paragraph shall be deemed approved unless written disapproval of a request for additional information or materials has been given to the applicant within thirty (30) days after receipt by the committee of the application or final additional information. Notwithstanding the foregoing, Declarant shall not need to seek approval of the Committee with respect to its construction activities until close of escrow for the sale of the last lot in the Project from Declarant to a member of the public.

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4. No Waiver of Future Approvals. The approval of the Committee of any proposals, plans and specifications, or drawings for any proposals, plans and specifications, or drawings for any proposed or completed work, or in connection with any other matter requiring the approval and consent of the committee, shall not be deemed to constitute a waiver of the right to withhold approval to similar proposals, plans and specifications, drawings, or matter, subsequently submitted for approval or consent.

5. Compensation of Members. The members of the Committee shall receive no compensation for services rendered other than reimbursement for expenses actually incurred by them in the performance of their duties hereunder.

6. Correction of Defects. Inspection of work and correction of defects therein shall proceed as follows:

a. The Committee or its duly authorized representative may at any time inspect any approved improvement, as required under Article III, however, the Committees right of inspection shall terminate sixty (60) days after the respective Owner has given written notice to the Committee of the Improvement's completion. If, as a result of such inspection, the Committee finds that any part of such improvements was done without obtaining approval of the plans, or was not done in substantial compliance with the plans approved by the Committee, it shall notify the Owner in writing of failure to comply with the Article III within sixty (60) days of the inspections. The notice should specify the particulars of noncompliance. The Committee shall have the authority to require the Owner to remedy the noncompliance.

b. If, upon the expiration of sixty (60) days from the date of such notification, the Owner has failed to remedy such noncompliance, the Committee shall determine the estimated cost of correcting or removing the same, and the Committee, at its option, may record in the Office of the County Recorder of the County where the Project is located a notice of noncompliance and exercise all other legal and equitable remedies as set forth herein or allowed by law.

c. If, for any reason, The Committee fails to notify an Owner of any noncompliance with previously submitted and approved plans, within sixty (60) 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.

7. Non-Liability of Committee Members. No right, power, or, responsibility conferred on the Committee by this Declaration shall be construed as a duty, obligation, or disability charged upon the Committee, Declarant, or any employee or agent of the committee or Declarant. Neither Declarant, the Committee, any Committee member, or their duly authorized representatives, shall be liable to any Owner or other person for any loss, damage, or injury arising out of or in any way connected with the performance or nonperformance of the Committee's duties, unless such loss, damage, or injury arise out of the willful or malicious misconduct of the Committee.

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8. Scope of Review. The Committee shall review and approve or disapprove all plans submitted to it for any proposal Improvement, alteration, or addition on the basis of satisfaction of the Committee that such plans and specifications comply with the provisions of this Declaration and with the grading plan, proposed location of the Improvements on the Lots, the finished ground elevation, the color scheme, finish, design, proportions, architecture, shape, height, style and appropriateness of proposed Improvements to views for adjoining Lots, of materials used thereon, the planting, landscaping, size, height, or location of vegetation on a Lot, or on the basis of aesthetic consideration and the overall benefit or detriment which would generally result to the immediate vicinity and the Project. The Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes, and materials and similar features, but shall not be responsible for reviewing or approving any plans or design from the standpoint of structural safety or conformance with building or other codes. Interior improvements of a house or structure shall be exempt from review by the Committee.

9. Commencement and Completion of Improvements. The approval by the Committee of any proposed Improvement shall be conditioned on: (1) such work commencing within two hundred seventy (270) days after written approval is forwarded to Owner, and (2) after commencement of the Improvement, work thereon shall proceed continuously and diligently to its completion, which completion shall in no event be later than one year after commencement of the improvement.

10. No Occupancy Prior to Completion. Except as may otherwise be allowed by consent of the Committee, no Owner shall occupy or allow to be occupied his Lot prior to the completion of the primary dwelling structure. As used herein, the "completion" of the residential structure shall be the date on which a certificate of occupancy for such structure has been issued by the County of San Diego, or other appropriate governmental agency.

11. Obligation to Landscape. Within one hundred eighty (180) days after completion of the primary residential structure (as the term "completion" is defined in the preceding paragraph), the Owner of the Lot upon which such structure is located shall complete Landscaping upon his Lot. The landscape placed upon such Lot shall be in conformance with the landscape plan, which has been submitted and approved by the committee. At a minimum, such landscaping and landscaping plan shall include total coverage of that area from the front of each house to the street utilizing live plants, shrubs (including native shrubs), ground cover and grass. It is the obligation of each Owner to submit the landscaping plan to the committee in sufficient time to allow review and approval by the Committee, and completion of the landscaping installation, all within the aforementioned one hundred eighty (180) day completion period.

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ARTICLE IV

BUILDING STANDARDS

1. Single Family Dwellings Only. Except as is otherwise provided in this Article IV, Paragraph 2 below, no more than one dwelling structure may be constructed or maintained upon any Lot, and all dwelling structures shall be designed for occupancy, and be occupied by, no more than one family. Construction shall be brick, stone or stucco.

2. Quarters for Others. So long as all other provisions of this Declaration are complied, with, and all applicable requirements of governmental agencies are complied with, any Owner may also construct and maintain upon his Lot any servant, employee or guest quarters. Notwithstanding the foregoing, however, such quarters shall in no event be occupied by any paying guest or tenant.

3. Ancillary Buildings and Other Improvements. Ancillary buildings or other Improvements may be erected and maintained for the use of the persons in possession of the primary dwelling structure located upon any Lot, provided that each ancillary building/improvement shall conform to the architectural design and exterior materials and finish of the primary dwelling structure located upon the Lot. Notwithstanding the foregoing, however, no ancillary building may be built between the primary dwelling structure and any street located immediately adjacent to such Lot without the prior written consent of the committee. Also, the ancillary building may not exceed a single story. All roofs of any such ancillary building/improvement must be of the same material and color of the primary dwelling structure. 'the plans and specifications for such ancillary building/improvements must be submitted to and approved by the Committee as is elsewhere in this Declaration required.

4. Minimum Floor Area. No primary dwelling structure shall be constructed which has a finished floor area (exclusive of all attached porches, patio, basement and garages) of less than 4,000 square feet.

5. Construction Shacks. During the period of construction, no trailer, motor home, mobile home, tent, shack, garage, or other structure of a temporary character, other than the temporary, chemical toilet facilities of commercial quality, shall be moved, erected or maintained upon any Lot, except as may be specifically permitted in writing by the committee. Temporary toilet facilities must be located in an unobtrusive place, and must be painted and shall be approved in writing by the Committee. Temporary quarters during construction, when approved shall be for the period of construction only, not to exceed 365 days.

6. Working Hours for Construction. No construction upon any Lot is allowed before 7:00 a.m. on weekdays, or 8:00 a.m. on Saturdays. All construction upon any Lot shall terminate no later than 6:00 p.m. Construction work is prohibited on Sunday and is also prohibited upon all national holidays. However, landscaping may be installed on Sundays and Holidays, provided that no tractors, bulldozers, trenchers, or any noise producing equipment is operated in connection with such landscaping installation.

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7. Roofs. The preferred roofing material for any building constructed upon any Lot shall be colored clay or cement tile. If other materials are used, samples thereof shall be submitted to the Committee for approval. Under no circumstances, however, will white or reflective materials be permitted. No air conditioning or other appliances or equipment shall be constructed, kept or maintained upon any roof so as to be visible from any part of the Project. Rock roofs, flat roofs, composition roofs and asphalt roofs are prohibited. The slope of each roof shall be approved by the Committee.

8. Garages. Each Lot shall have constructed thereon at least a three (3) car garage.

9. Livestock Stables. Pens and Corrals. Prior to the construction of any livestock stable, pen or corral upon any Lot, the location of the same must receive the prior written approval of the Committee unless good cause appears. Therefore, the Committee shall not approve any stable, pen, or corral which is within seventy-five (75) feet of the Lot's property line. Stables must be designed to match the motif of the primary dwelling structure upon the Lot, which the stable is to be located. The plans and specifications of stables and corrals must be submitted to and approved by the Committee as is elsewhere in this Declaration required.

10. Underground Utilities Required. All electrical, telephone and cable television utilities located upon the project shall be placed underground unless written prior consent of the committee is obtained which allows such utilities to be placed above ground.

11. Perimeter Fence. An Owner shall have the right to fence all or a portion of the perimeter of the Lot. Fencing shall be constructed with all new materials.

12. Driveways. The first twenty (20) feet of driveway entering the Lot from the street shall be a minimum of twenty (20) feet in width.

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ARTICLE V

MAINTENANCE OF LOTS AND IMPROVEMENTS

Each Owner shall maintain his Lot and all landscaping, and all other Improvements thereon, in a first class, sanitary and attractive condition. All landscaping shall, at all times, be maintained in a flourishing manner. Each Owner shall keep his Lot clear of weeds and shall keep all vegetation on his Lot neatly trimmed. If any portion of the landscaping upon a Lot is removed or destroyed, or damaged by fire or other cause, the Owners of the Lot shall relandscape and replant within one hundred eighty (180) days of such damage. Not withstanding the above, areas of any Lot may be specified as natural environmental areas to be left in a natural state. Areas of not more than 50 feet from residence may be left in natural state as long as fire district regulations are complied with.

In addition, specifically, and not by way of limitation, each Owner of a lot shall keep his Lot free from decaying trees, dead trees, and all insect/pest ridden or infested conditions. Each Owner shall, immediately upon becoming aware of such decaying or dead trees, or insect/pest ridden conditions, promptly removed same from his Lots.

ARTICLE VI

DRAINAGE WAY AND SLOPE MAINTENANCE

The drainage ways and slope areas, if any, located upon each Lot shall be maintained and kept in an unobstructed and stable condition by the Lot Owner. All Lots and graded slopes shall be maintained so as to prevent erosion of streets or adjoining Lots.

ARTICLE VII

GENERAL PROVISIONS

1. Enforcement. The Committee or any Owner, shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants and reservations now or hereafter imposed pursuant to the provisions of this Declaration, and in such action shall be entitled to recover reasonable attorneys' fees and all costs. Failure of the Committee or any owner to enforce any covenant or restriction shall in no event by deemed a waiver of the right to do so thereafter.

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2. Invalidity of Any Provision. Should any provisions or portion of this declaration be declared invalid or in conflict with any law of the jurisdiction where the Project is situated, the validity of all other provisions and portions hereof shall remain unaffected and in full force and effect.

3. Term. The covenants and restrictions of this Declaration shall run with and bind the Project, and all part thereof, and shall inure to the benefit of all and shall be enforceable by the Committee or the Owner of any Lot subject to this Declaration, their respective legal representative, heirs, successors and assigns. This Declaration shall be binding for a term of fifty (50) years from the date it is recorded, after which time its terms shall be automatically extended for successive periods of ten (10) years, unless an insrument in writing is signed by the Owners of seventy-five (75) percent of the Lots. Any amendment must be recorded and shall become effective upon being recorded in the Office of the County Recorder of the County where the Project is located.

4. Amendments. Except as provided for in the foregoing paragraph, this Declaration may be amended only by the written consent of the Owners of seventy-five (75) percent of the Lots. Any amendment must be recorded and shall become effective upon being recorded in the Office ofthe County Recorder of the Count where the Project is located.

5. Owner's Right and Obligation to Maintain and Repair. Each Owner shall, at his sole cost and expense, maintain and repair his Lot and the dwelling structure thereon, and all improvements. This obligation shall include, without limitation, maintenance and repair of the foundation, walls, doors, windows, roof and exterior surfaces of the dwelling structure, and all plumbing, electrical, heating, air conditioning, and other utility systems serving the Lot and located anywhere within the Lot, and all portions of the yard area of his Lot and any improvements made thereto.

6. Limitation of Restriction on Declarant. Declarant is undertaking to establish residential dwellings and incidental improvements upon the project. The completion of that work, and the sale, rental and other disposal of Lots is essential to the establishment and welfare of the Project as a residential community. In order that said work may be completed and the Project be established as a fully occupied residential community as rapidly as possible, nothing in this Declaration shall be understood or construed to:

a. Prevent Declarant, its contractors, or subcontractors from doing on the Project or any Lot, whatever is reasonably necessary or advisable in connection with the completion of said work or

b. Prevent Declarant or its representatives from erecting, constructing and maintaining on any part or parts of the Project such structures as maybe reasonable and necessary for the conduct of its business or completing said work and establishing said Project as a residential community, and marketing the Lots, or

c. Prevent Declarant from conducting on any part of the Project its business of completing said work, and of establishing a plan of Lot ownership, or

d. Prevent Declarant from maintaining such sign or signs on any part of the Project as may be necessary in the sole discretion of Declarant.

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7. Insurance Obligations of Owners. Each Owner shall be solely responsible for insuring his Lot and all Improvements thereon against loss or damage by fire or other casualty. Each Owner shall be solely responsible for obtaining adequate comprehensive public liability insurance, including medical payments and malicious mischief, insuring against liability for bodily injury, death, and property damage arising from his activities on his Lot.

8. Notices. Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of the same had been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person to the Committee for the purpose of service of such notice, or to the resident of such person if no address has been given to the Committee. Such address may be changed from time to time by notice in writing to the Committee.

9. Oven Space Easements. Each Owner shall abide by all rules and regulations set forth by the County of San Diego concerning open space easements. Each Owner shall neither restrict nor abuse the use of any open space easement throughout the entire project.

10. Effect of Breach on Mortgages. A breach of the covenants contained in this Declaration shall not affect or impair the lien or charge of any bona fide mortgage or deed of trust made in good faith and for value of any Lot; provided however that any subsequent Owner of the Lot shall be bound by the covenants, whether or not the Owner's title was acquired by foreclosure, a trustee's sale or otherwise.

Non-Order Search
Doc: SD:2005 00519510

Requested By: genniea, Printed: 12/26/2018 3:55 PM

14223

EXHIBIT A
LEGAL DESCRIPTION

LOTS 1 TO 13 INCLUSIVE OF COUNTY OF SAN DIEFO TRACT NO. 4392-1 IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP NO.13930, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, FEBRUARY 9, 2000.

APN: 172-112-07 THRU 172-112-19

LOTS 14 TO 35 INCLUSIVE OF COUNTY OF SAN DIEGO TRACT NOL 4392-2 IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP NO. 13931 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY FEBRUARY 9, 2000.

APN: 172-114-01 THRU 13 AND 172-112-20 THRU 28

Declarant has executed this instrument as of the 19 day of ~~April~~ MAY 2005.

DECLARANT:

PANORAMIC ESTATES, a California General Partnership

By: Donald E. Baron

DONALD E. BARON, GEN. PARTNER

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

On 5-19-05, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared DONALD E BARON, personally known to me (or proven to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

GARY NICHOLAS WAYMAN
COMM. #1461435
NOTARY PUBLIC - CALIFORNIA
SAN DIEGO COUNTY
MY COMM. EXPIRES JAN. 9, 2008

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Requested By: genniea, Printed: 12/26/2018 3:55 PM

14225

CONSENT OF LIENHOLDER AND SUBORDINATION OF LIEN

The undersigned beneficiary, under that certain deed of trust dated November 3, 2003, and recorded on November 13, 2003 as File No. 2003-1371123, as shown in the Official Records in the Office of the County Recorder of San Diego County, State of California, as amended, consents to all of the provisions contained in the attached Declaration and agrees that the lien of its deed of trust shall be junior and subordinate and subject to said Declaration.

Executed this 20th day of May, 2005.

BENEFICIARY:
1st Pacific Bank of California

By: [signature] D [signature]
Its: Credit Administrator/VP

By: _____
Its: _____

ACKNOWLEDGMENT

State of California)
)
County of San Diego)

On May 20, 2005, before me, the undersigned Notary Public in and for said State, personally appeared, William D. Schuppel personally known to me (or proved to me on the basis of satisfactory evidence) to be the * ~~[illegible]~~ (title) and ~~[illegible]~~ (title) of 1st Pacific Bank of California, the party that executed the within and foregoing instrument and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature [signature]

PATRICIA L. AVERY
Commission # 1546778
Notary Public - California
San Diego County
My Comm. Expires Jan 23, 2009

*person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

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Non-Order Search
Doc: SD:2005 00519510

Requested By: genniea, Printed: 12/26/2018 3:55 PM

14226

CONSENT OF LIENHOLDER AND SUBORDINATION OF LIEN

The undersigned beneficiary, under that certain deed of trust dated September 20, 2004, and recorded on September 24, 2004 as File No. 2004-905553, as shown in the Official Records in the Office of the County Recorder of San Diego County, State of California, consents to all of the provisions contained in the attached Declaration and agrees that the lien of its deed of trust shall be junior and subordinate and subject to said Declaration.

Executed this 20th day of May, 2005.

BENEFICIARY:
1st Pacific Bank of California

By: _____
Its: Credit Administrator / VP

By: _____
Its: _____

ACKNOWLEDGMENT

State of California)
)
County of San Diego)

On May 20, 2005, before me, the undersigned Notary Public in and for said State, personally appeared, William D. Schellenberg personally known to me (or proved to me on the basis of satisfactory evidence) to be the * Credit Administrator (title) and [illegible] personally known to me (or proved to me on the basis of satisfactory evidence) to be the [illegible] (title) of 1st Pacific Bank of California, the party that executed the within and foregoing instrument, and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature _____

PATRICIA L. AVERY
Commission # 1546778
Notary Public - California
San Diego County
My Comm. Expires Jan 23, 2009

*person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

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Doc: SD:2005 00519510

Requested By: genniea, Printed: 12/26/2018 3:55 PM

RECORDED AT THE REQUEST OF
CHICAGO TITLE COMPANY
SUBDIVISION DEPT.

DOC # 2006-0527391

JUL 26, 2006 1:52 PM

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
GREGORY J. SMITH, COUNTY RECORDER
FEES: 25.00
PAGES: 7

2006-0527391

Recording Requested By:
CHRISTENSEN SCHWERDTFEGER
& SPATH LLP
550 W. "C" Street, Suite 1660
San Diego, CA 92101

And When Recorded Mail To:
Don Barton
Panoramic Estates
P.O. Box 1955
Vista, California 92085-1955

11137

43040330-450

AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Amendment") is made as of this 21 day of July, 2006, by Panoramic Estates, a California general partnership ("Declarant").

RECITALS

Declarant desires to amend the Declaration of Covenants, Conditions, and Restrictions recorded in the Office of the Recorder of the County of San Diego on June 21, 2005, as Document No. 2005-0519510 (hereinafter "Declaration"). In the event of any conflict between the Declaration and this Amendment, this Amendment shall control.

The amendment of this Declaration has been approved by Declarant, which owns more than seventy-five percent (75%) of the lots, and such amendment has been accomplished in accordance with the procedures for amendment of the Declaration.

NOW, THEREFORE, in furtherance of the recitals stated above and the mutual covenants set forth below, Declarant hereby amends the Declaration, and agrees, promises and declares as follows:

A. Amendment of Article III. Article III of the Declaration is hereby amended to add the following provisions without deleting any of the existing provisions of Article III:

12. Enforcement of Committee Rulings. If the Owner of any building site fails to comply with any notice of noncompliance or directive or order from the Committee, then the Committee will have the right and authority, after reasonable notice, to perform the subject matter of the directive or order. If the Committee is required to undertake the performance of the subject matter of its directive, the cost of that performance may be charged to the Owner, and recovered by the Committee in an action at law and/or equity against the Owner. The Committee, however, shall not have the authority to lien any Owner's property without a valid Court order and/or judgment.

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In the event that a notice of noncompliance is given and/or recorded, the affected Owner shall have fifteen (15) days in which to provide the Committee with written notice of his/her intent to correct the noncompliant condition, and reasonably specify the means by which the Owner proposes to correct such noncompliant condition. Thereafter, the Owner must diligently pursue correction of the condition referenced within the notice of noncompliance, and promptly notify the Committee upon completion of the required remedial measures. If the Owner fails to either timely notify the Committee of its intent to comply with a notice of noncompliance or does not thereafter diligently pursue the necessary remedial action, the Committee shall have the authority to file an action at law and/or equity against the Owner to compel compliance with this Declaration, and recover any damages caused by the lack of compliance herewith.

The Committee shall have a separate and distinct right to bring a proceeding in law and/or equity to enforce the general and specific intent of this Declaration

13. General Powers and Authority. The Architectural Control Committee shall have the authority to perform all acts that may be necessary for, or incidental to, the performance of the obligations and duties imposed upon it by this Declaration. Its powers shall encompass, without limitation, the following:

(a) The Committee may adopt reasonable guidelines establishing, *inter alia*, acceptable elements of architectural style and landscape architecture, and it may also adopt reasonable rules and regulations governing the procedures by which it reviews and responds to requests by Owners for the making of alterations, improvements and/or structural additions to his/her Lot. The Committee, however, shall not adopt any rules and/or regulations inconsistent with the provisions of this Declaration. Any such rules and regulations shall be developed with the intent of creating a streamlined and organized process by which any Owner may submit plans and specifications to the Architectural Control Committee for review and approval. Additionally, amendments to such guidelines cannot affect architectural proposals previously approved by the Committee or its predecessors-in-interest, and no guideline adopted by the Committee can contravene any portion of this Declaration. In the event of any conflict between a guideline adopted by the Committee and this Declaration, this Declaration shall control. These procedural rules and regulations may be amended from time to time by a majority vote of the Committee of Directors for the Architectural Control Committee, but may not be amended more frequently than once per year. A copy of these rules and regulations shall be made available to all Owners upon their enactment as well as revision, and thereafter at any reasonable time requested by an Owner.

(b) The Architectural Control Committee shall have the right to institute, defend, settle, or intervene in litigation, arbitration, mediation, or other administrative proceeding in its own name as the real party-in-interest, and without joining with it the Owners in matters pertaining to the enforcement of architectural controls.

(c) The Architectural Control Committee shall have the right to require a proponent of any building, addition, wall, fence, swimming pool, tennis court, or other exterior improvements to provide proof that such building, addition, wall, fence, swimming pool, tennis court, or

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exterior improvement complies with all applicable laws, regulations and safety standards as a condition precedent to its approval.

(d) In accordance with paragraph 5 of this Article V, the Architectural Control Committee shall have the authority to determine the approximate annual cost to maintain the entry monument, and thereafter require that each Owner contribute an equal sum on an annual basis to be held in a separate account established by the Architectural Control Committee and earmarked exclusively for the maintenance of the entry monument and all associated improvements thereto.

(e) The Architectural Control Committee shall have the authority to undertake those endeavors as are reasonably necessary to carry out its charge as required by this Declaration.

No Authority

14. No Authority. The Architectural Control Committee shall not have the authority to do any of the following acts:

(a) The Architectural Control Committee is not a homeowners association, and shall not have authority to levy liens against any individual Owner[s] and/or Lot[s], unless such liens are pursuant to court order and/or judgment.

(b) The Architectural Control Committee shall not have the authority to require any Owner to dedicate a portion of his/her property for the common use of all Owners in the Development.

15. Voting Rights. Each Owner shall have a right to cast a single vote for the election of any member of the Architectural Control Committee. The rights of individual Owners to cast any vote in the election of any member of the Architectural Committee is solely dependent upon said Owner's ownership interest in a Lot within the development controlled by this Declaration, and ceases to exist when the Owner no longer holds an ownership interest in a Lot. All rights, duties, and privileges of Owners to participate in an election for members of the Architectural Control Committee is appurtenant to the Lot conveyed, and cannot be transferred, assigned, conveyed, hypothecated, pledged, or alienated, expect as part of a transfer of the Owner's entire ownership interest, and only then to the transferee. Any transfer of the Owner's title to his or her Lot shall automatically transfer the appurtenant voting rights to the transferee.

All voting rights of the Owners shall be subject to the following restrictions, limitations, and requirements:

(a) Except as provided in this Article, on each matter submitted to a vote of the Owners, each Owner shall be entitled to cast one (1) vote for each Lot owned.

(b) Fractional votes shall not be allowed. When there is more than one record Owner of a Lot ("co-owners"), only one of them shall be entitled to cast the single vote attributable to

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the Lot. Co-owners should designate in writing one of their number to vote. If no such designation is made or if it is revoked, the co-owners shall decide among themselves, by majority vote, how that Lot's vote is to be cast. Unless the Architectural Control Committee receives a written objection in advance from a co-owner, it shall be conclusively presumed that the voting co-owner is acting with the consent of his or her co-owners. No vote shall be cast for the Lot on a particular matter if a majority of the co-owners present in person or by proxy cannot agree on a vote.

(d) The Board shall fix, in advance, a record date or dates for the purpose of determining the Owners entitled to notice of, and to vote at, any election of the Board of Directors for the Architectural Control Committee. The record date for notice of a meeting shall not be more than sixty (60) or less than ten (10) days before the date of the meeting. The record date for voting shall not be more than sixty (60) days before the date of the meeting or before the date on which the first written ballot is mailed or solicited. The Board may also fix, in advance, a record date for the purpose of determining the Owners entitled to exercise any rights in connection with any other action, including without limitation an amendment of this Declaration. Any such date shall not be more than sixty (60) days prior to the action.

(e) Every Owner entitled to vote at any election of the Directors may cumulate the Owner's votes and give one candidate a number of votes equal to the number of Directors to be elected multiplied by the number of votes to which the Owner is entitled, or distribute the Owner's votes on the same principle among as many candidates as the Owner thinks fit. No Owner shall be entitled to cumulate votes for a candidate or candidates unless the candidate's name or candidates' names have been placed in nomination prior to voting and an Owner has given notice at the meeting prior to the voting of the Owner's intention to cumulate votes. If any one Owner has given this notice, all Owners may cumulate their votes for candidates in nomination.

B. Amendment of Article V. Article V of the Declaration is hereby amended and restated to remove the entirety of the existing article and replace it with the following provisions:

ARTICLE V – THE PROPERTY

1. Property Subject to Declaration. All of the Real Property, including each of the individual Lots, shall be subject to this Declaration.

2. No Common Areas. Each of the Lots shall be owned in fee by the purchaser of such Lot, and no portion of the Property shall be held in common ownership. Rather, rights to transverse. and/or use a portion of any Lot not individually owned shall be by reciprocal easements and/or rights granted pursuant to the easement on file with the San Diego County Recorder's Office.

3. Maintenance by Owners. Each Owner shall maintain his or her Lot and the improvements located on it in a clean, sanitary, and attractive condition, which condition shall be comparable to the condition of such property at the time of its initial construction, excepting only normal wear and tear. This duty to maintain includes a responsibility to repair any damage to the improvements located on the Owner's Lot occasioned by the presence of wood-destroying pests

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or organisms. In addition, each owner shall maintain those portions of any heating and cooling equipment and all plumbing, electrical, and gas lines, apparatus, and other equipment, whether utility and/or recreational, that are located within or that exclusively serve his or her Lot. This maintenance shall be at the Owner's expense. However, the Owner shall not take any actions that would impair or otherwise alter the structural integrity or mechanical systems or lessen the support of any structural member, without the prior written approval of the Architectural Control Committee, as provided in Articles III of this Declaration.

Each Owner shall also maintain all landscaping on his/her Lot in a sanitary and attractive condition. All landscaping shall be maintained so that it is clear of excessive weed growth and trimmed in a manner consistent with the objectives of this Declaration to maintain a neat and orderly residential community. If any portion of the landscaping upon a Lot is destroyed by fire or other cause, the Owner of the Lot shall restore the landscaping within one hundred eighty (180) days of such damage. Each owner shall keep his /her Lot free from decaying trees and all insect/pest ridden conditions.

4. Easements for Maintenance of Encroachments. None of the rights and obligations of the Owners described in this Declaration or created by deed shall be altered in any way by encroachments due to settlement or shifting of structures or any other natural cause. There shall be valid easements for the maintenance of such encroachments so long as the encroachments exist and such encroachment resulted from a natural cause. In no event shall a valid easement for encroachment be created in favor of an Owner or Owners if the encroachment occurred due to the willful or grossly negligent conduct of the Owner or Owners.

5. Maintenance of Entry Monument. All Owners shall be collectively responsible for maintaining the entry monument to Panoramic Estates as well as all associated improvements thereto, including, without limitation, all water meters, electrical equipment, and irrigation controls. The Architectural Control Committee, described in Article III hereto, shall have responsibility for determining the approximate annual cost to maintain the entry monument, and thereafter require that each Owner contribute an equal sum on a basis no less frequently than annually to maintain the entry monument and all associated improvements thereto. No Owner shall be required to contribute more than any other Owner for the Maintenance of the entry monuments and all associated improvements thereto.

The Architectural Control Committee shall also have the authority to retain all personnel, managers, agents, or other professionals necessary to maintain the entry monument as well as all associated improvements thereto, and it shall require each Owner contribute an equal sum on a basis no less frequently than annually to be held in accounts established by the Architectural Control Committee for the maintenance of these improvements, including without limitation the cost of paying the personnel and managers retained to perform such services. The term "associated improvements" includes those lands, fixtures, landscaping, and other general improvements denoted by this Declaration or other binding written agreement as the responsibility of all Owners as opposed to any individual Owner. The Committee may also adopt reasonable guidelines and regulations in furtherance of its duty to maintain the entry monuments and related improvements thereto.

6. Road Maintenance. Each Owner individually as well as all Owners collectively shall be responsible for compliance with the Private Road Maintenance Agreement. The terms and conditions of such Private Road Maintenance Agreements (copies of which are on file with the San Diego County Recorder as Document Nos. 1999-0792362 and 1999-0792363) are hereby incorporated by reference as though fully set forth herein.

7. Prohibition Against Severance of Elements of Lot. Any conveyance, judicial sale, or other voluntary or involuntary transfer of the Owner's entire estate shall remain subject to the terms of this declaration. Any transfer that attempts to sever the entirety or any component interest covered by this Declaration shall be void.

C. Except to the extent modified by this Amendment, Declarant hereby confirms each of the covenants, agreements and obligations of Declarant set forth in the Declaration.

DECLARANT:
Panoramic Estates, a California general partnership

By: Panoramic Estates, a California general partnership

By: _____
Donald E. Baron, Managing Partner

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Doc: SD:2006 00527391

Requested By: genniea, Printed: 12/26/2018 3:55 PM

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ACKNOWLEDGMENT

State of California)
)
County of San Diego)

On 7/21/06, 2006, before me, ROBERT J. KOHLSTEDT personally appeared, DONALD BARON — personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument "AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS" and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

OFFICIAL SEAL
ROBERT JAY KOHLSTEDT
NOTARY PUBLIC-CALIFORNIA
COMM. NO. 1518307
SAN DIEGO COUNTY
MY COMM. EXP. OCT. 6, 2008

(Seal)

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Requested By: genniea, Printed: 12/26/2018 3:55 PM

CALIFORNIA ASSOCIATION OF REALTORS®

WILDFIRE DISASTER ADVISORY

(For use with properties in or around areas affected by a wildfire)

(C.A.R. Form WDFA, 6/19)

Property Address: *2260 Panoramic Way, Vista, CA 92084*

1. **WILDFIRE DISASTERS:** Buyer/Lessee is aware that as a result of recent wildfire disasters there are current and unresolved health and safety concerns related to the aftermath and clean up of the wildfire disaster areas, as well as unknown and possible future concerns related to the rebuilding of infrastructure in the affected areas of the wildfires.
2. **WILDFIRE DISASTER CONCERNS AND ISSUES:** The following non-exhaustive list represents concerns and issues that may impact Buyer/Lessee decisions about purchasing or leasing property impacted by a wildfire disaster. It is not intended to nor can it be a check list for all issues that might arise when purchasing or leasing property impacted by a wildfire disaster; **concerns and issues include, but are not limited to:**
   - **A.** Lot clearing costs and requirements; toxic materials analysis, debris removal requirements
   - **B.** Local, state and federal requirements for cleanup and building approvals
   - **C.** Air quality, soil quality, and any other environmental or personal health concerns, even after the wildfire event has ended
   - **D.** Timelines, costs and requirements when obtaining required permits for building and utilities installation
   - **E.** Insurance related issues such as availability, claims and possible liens attached to properties
   - **F.** The ability to procure insurance
   - **G.** Availability of and access to electricity, gas, sewer and other public or private utility services
   - **H.** Water delivery/potability; septic and/or sewer design; requirements and construction costs
   - **I.** Potential redesign of streets and infrastructure including possible eminent domain, land condemnation and/or acquisition
   - **J.** Inconvenience and delays due to road construction and unavailability of various goods, systems, or services.
   - **K.** Impact that federal, state or local disaster declarations may have on materials prices, costs and rents
3. **BUYER/LESSEE ADVISORIES:**
   - **A.** Buyers/Lessees are advised to investigate to their own satisfaction any and all concerns of Buyer/Lessee about the intended use of the property.
   - **B.** Buyer/Lessee is advised that the area of the wildfire disaster will likely be under construction for a protracted period of time, and Buyer/Lessee may be inconvenienced by delays, traffic congestion, noise, dust, intermittent utilities availability.
   - **C.** Buyer/Lessee is also advised that due to the extraordinary catastrophe of the wildfire, there may be changes and variations in local, state or federal laws, codes, or requirements throughout the ongoing process of planning and rebuilding in the wildfire disaster area.
   - **D.** Buyer/Lessee is advised to check early in your transaction to determine if you are able to obtain insurance on the property.
4. **RESOURCES:** Below is a non-exhaustive list of potential resources provided as a starting point for Buyer/Lessee investigations and not as an endorsement or guarantee that any federal, state, county, city or other resource will provide complete advice.
   - **A.** California Department of Insurance "WildfireResource" http://insurance.ca.gov/01-consumers/140-catastrophes/WildfireResources.cfm; 1-800-927-4357
   - **B.** Governor's Office of Emergency Services "Cal OES" California Wildfires Statewide Recovery Resources http://wildfirerecovery.caloes.ca.gov/
   - **C.** California Department of Forestry and Fire "Cal Fire" http://calfire.ca.gov/
   - **D.** California Department of Transportation https://calsta.ca.gov/
   - **E.** California Attorney General https://oag.ca.gov/consumers/pricegougingduringdisasters#8C1
   - **F.** The American Institute of Architects "Wildfire Recovery Resources" https://aia.org/pages/165776-wildfire-recovery-resources
   - **G.** County of *San Diego*
   - **H.** City of *Vista*
   - **I.** Town of _____
5. **BUYER/LESSEE ACKNOWLEDGEMENT:** Buyer/Lessee understands that real estate agents and real estate brokers have no authority or expertise for providing guidance through the process of investigating the concerns described herein. Buyer/Lessee has an affirmative duty to exercise reasonable care in protecting themselves, as described in the attached [X] Buyer Inspection Advisory (C.A.R. Form BIA).

Buyer/Lessee has read and understands this Advisory. By signing below, Buyer/Lessee acknowledges receipt of a copy of this Advisory.

Buyer/Lessee _____ Date _____
Tim Walker

Buyer/Lessee _____ Date _____
Jo Walker

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