

FILED IN BOOK 1974
RECORDED REQUEST OF
SAFECO TITLE INSURANCE COMPANY

JUN 12 8 57 AM '74

OFFICIAL RECORDS
SAN DIEGO COUNTY, CALIF.
HARLEY F. BLOOM
RECORDER

S. 495702
Recording Requested By and

When Recorded Return To:

MCDONALD & RIDDLE
Mr. A. John Hecht
535 Bank of America Building
San Diego, California 92101

\$6.00

FIRST AMENDMENT TO DECLARATION
OF RESTRICTIONS

THIS FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS made as of this 7th day of June, 1974, by RANCHO SANTA TERESA ASSOCIATES, a California limited partnership, hereinafter called "Declarant", amends that certain Declaration of Restrictions, hereinafter called "Declaration", dated April 15, 1974, made by Declarant, all as hereinafter more fully set forth:

W I T N E S S E T H:

WHEREAS, Declarant did heretofore under date of April 15, 1974, make that certain Declaration which was thereafter recorded in the Office of the County Recorder, San Diego County, California, on April 19, 1974, as File No. 74-100236; and

WHEREAS, said Declaration covers that certain real property located in the County of San Diego, California, described as:

Lots 1 through 39, inclusive, of Santa Teresa Estates according to Map thereof No. 7620 filed in the Office of the County Recorder of San Diego County, California, on May 4, 1973

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and

WHEREAS, said Declaration provides that said Declaration may be amended by an instrument in writing signed by the Owners of two-thirds (2/3) or more of the Lots subject to this Declaration which written instrument is to become effective upon the recording of the same in the Recorder's Office of San Diego County, California; and

WHEREAS, Declarant is now the Owner of all of said Lots; and

WHEREAS, Declarant wishes to amend said Declaration as hereinafter set forth;

NOW, THEREFORE, in consideration of the premises, said Declaration is hereby amended as follows:

Paragraph 24 of Article VII is deleted and the following Paragraph 24 of Article VII substituted therefor:

" 24. No Tents, Shacks, Etc. No tent, shack, trailer, basement, garage or outbuilding shall at any time be used on any Lot as a residence either temporarily or permanently; nor shall any residence of a temporary character be constructed, placed or erected on any Lot. Any horse trailer, ranch equipment, truck, camper, boat or other single or multipurpose vehicle other than a standard automobile unless temporarily parked on a Lot shall be kept screened from the view from any other Lot and from any dedicated street, the method and manner of such screening to be approved in writing by the Architectural Committee. Anything contained herein to the contrary notwithstanding, a fully skirted and painted mobile home coach, not more than six (6) years old, and not less than twelve (12) feet in width, may be located on a Lot and used as a residence

by an Owner for a period of not to exceed two (2) years from the date of acquisition of title to such Lot by the Owner from Declarant. Such mobile home coach shall be connected to all utility facilities and shall conform with all applicable governmental requirements."

IN WITNESS WHEREOF, Declarant has caused this FIRST AMFNDMENT TO DECLARATION OF RESTRICTIONS to be executed as of the date and year first hereinabove set forth.

RANCHO SANTA TERESA ASSOCIATES

By Fred B. Mitchell Company, a
California Corporation, General
Partner

By Don O. Mellon
By Gerald W. Fisher

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

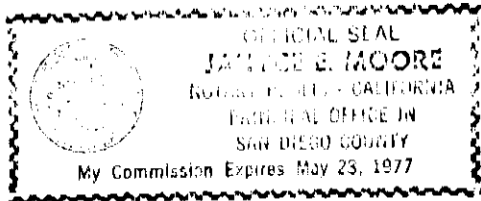
On June 11, 1974, before me, the undersigned, a Notary Public in and for said State, personally appeared Gerald W. Fisher, known to me to be the Vice - President, and Don O. Mellon, known to me to be the Secretary of FRED B. MITCHELL COMPANY, the corporation that executed the within instrument and known to me to be the persons who executed the within instrument on behalf of said corporation, said corporation being known to me to be the General Partner of RANCHO SANTA TERESA ASSOCIATES, the Limited Partnership that executed the within instrument, and acknowledged to me that such corporation executed

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the same as such General Partner and that such Limited Partnership executed the same.

WITNESS my hand and official seal.



Janyce E. Moore

Notary Public
Janyce E. Moore

74-155719
[Signature]

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BOOK 1774
RECORDED REQUEST OF
SAFECO TITLE INSURANCE COMPANY

APR 18 12 49 PM '74

OFFICIAL RECORDS
SAN DIEGO COUNTY, CALIF.
HARLEY P. BLOOM
RECORDER

E-495702

AFTER RECORDING MAIL TO:

McDonald & Riddle
Mr. A. John Hecht, Attorney at Law
535 Bank of America Building
625 Broadway
San Diego, Calif. 92101

\$ 32.00

DECLARATION OF RESTRICTIONS

THIS DECLARATION OF RESTRICTIONS, made this 15th day
of April, 1974, by RANCHO SANTA TERESA ASSOCIATES,
a California limited partnership, herein called "Declarant",

W I T N E S S E T H

WHEREAS, Declarant is the owner of that certain real
property located in the County of San Diego, California, more
particularly described as:

Lots 1 through 39, inclusive, of Santa Teresa Estates
according to Map thereof No. 7620 filed in the
Office of the County Recorder of San Diego County,
California, on May 4, 1973,

hereinafter called "The Property"; and

WHEREAS, Declarant is about to sell and convey some or
all of said Lots 1 through 39 of Santa Teresa Estates and before
selling or conveying any of said Lots desires to subject all of
said Lots in accordance with a common plan to certain covenants,
conditions and restrictions for the protection and benefit of
Declarant and any and all future owners of each of said Lots.

NOW, THEREFORE, Declarant hereby certifies and declares
that it has established and does hereby establish the following
general plan for the protection and benefit of all of said

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Lots 1 through 39, inclusive, and has fixed and does hereby fix the following protective covenants, conditions and restrictions upon and subject to which each and all of said Lots shall be hereafter held, used, encumbered, occupied, leased, sold and conveyed. Each and all of said covenants, conditions and restrictions shall inure to the benefit of, be binding upon and pass with The Property and each and every Lot therein and shall inure to the benefit of, apply to and bind the respective successors in title or interest of Declarant.

ARTICLE I

PURPOSES

This Declaration is made for the purpose of establishing and maintaining said Lots as a prime residential area of the highest possible quality and value and for the purpose of enhancing and protecting its value, desirability and attractiveness. It is further intended that these covenants, conditions and restrictions shall serve, to the extent possible consistent with the uses and structures permitted by this Declaration, to preserve the natural beauty and view, the natural growth and vegetation, and the native setting and surroundings of any property presently or hereafter subject to this Declaration.

ARTICLE II

DEFINITIONS

1. "Corporation" shall mean and refer to Rancho Santa Teresa Property Owners Association, a California corporation not for profit, its successors and assigns.

2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of The Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

3. "The Property" shall mean and refer to that certain real property legally described as Lots 1 through 39, inclusive, of Santa Teresa Estates according to Map thereof No. 7620 filed in the Office of the County Recorder of San Diego County,

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California, on May 4, 1973.

4. "Common Area" shall mean all real property and all interests in real property (including easements) owned by the Corporation for the common use and enjoyment of the Owners. The Common Area to be owned by the Corporation at the time of the conveyance of the first Lot is described on Exhibit "A" attached hereto and by this reference made a part hereof.

5. "Lot" shall mean and refer to any plot of land designated as such and shown upon any recorded subdivision map of The Property.

6. "Declarant" shall mean and refer to Rancho Santa Teresa Associates, a California limited partnership, its successors and assigns.

ARTICLE III

PROPERTY RIGHTS IN COMMON AREA

1. Owners' Easements of Enjoyment. Every Owner of a Lot shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every such Lot or portion thereof, subject to the following provisions;

(a) the right of the Corporation to charge reasonable admission and other fees for the use of any facility situated upon the Common Area;

(b) the right of the Corporation to suspend the voting rights and right to use of the facilities located on the Common Area by such an Owner for any period during which any assessment by the Corporation against his Lot remains unpaid; and for a period not to exceed thirty (30) days for any infraction of its published rules and regulations after hearing by the Board of Directors of the Corporation;

(c) the right of the Corporation to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds

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(2/3) of the voting power of the members agreeing to such dedication or transfer has been recorded.

2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws of the Corporation his right of enjoyment to the Common Area and facilities to his family, tenants, guests and contract purchasers.

3. Entry upon Lots. The Corporation's agents shall have the right to enter upon any Lot, to the extent necessary in connection with construction, maintenance or repair of the Common Area.

ARTICLE IV

MEMBERSHIP IN CORPORATION

1. Each Owner of a Lot shall be a member of the Corporation, which said membership shall be appurtenant to such Lot, and the transfer of title to such Lot, or portion thereof, shall automatically transfer the membership appurtenant to such Lot to the transferee or transferees. Each such Owner is obligated promptly, fully and faithfully to comply with and conform to the Bylaws of the Corporation, and the rules and regulations from time to time prescribed thereunder by the Board of Directors of the corporation or its officers and promptly to pay in full all fees and assessments levied by the Corporation on its members, whether such fees or assessments were levied prior to or subsequent to the date of acquisition of title, except that the purchaser of any Lot at a Trustee's Sale or Sheriff's Sale on foreclosure or a lender who acquires title by deed in lieu of foreclosure shall not be liable for any fees or assessments levied prior to such sale or acquisition of title.

2. Except as otherwise provided herein, the Corporation acting through its Board of Directors and officers shall have the sole and exclusive right and duty to manage, operate, control, maintain, repair, replace or restore all of the Common Area or any portion thereof, together with the improvements, trees, shrubbery, plants and grass thereon, all as more fully set forth in this Declaration, the Articles

of Incorporation and the Bylaws of the Corporation.

3. The Board of Directors of the Corporation shall have the right to adopt reasonable rules, not inconsistent with the provisions of this Declaration, and to amend the same from time to time, relating to the use of the Common Area and the recreational and other facilities situated thereon by Owners and by their tenants, guests and invitees and the conduct of such persons with respect to the Common Area, which, if not so regulated, might detract from the appearance of the Common Area or offend or cause inconvenience or danger to persons visiting therein. Such rules may provide that the Owner of a Lot whose Owner or those acting under authority or permission of such Owner leaves property on the Common Area in violation of the rules, may be assessed to cover the expense incurred by the Corporation in removing such property and storing or disposing thereof.

4. In discharging their duties and responsibilities, the Board of Directors of the Corporation acts on behalf of and as representative of the Owners and no member thereof shall be individually or personally liable or obligated for performance or failure of performance of such duties or responsibilities unless he fails to act in good faith.

ARTICLE V

LIENS OF CORPORATION

1. In the event any fees or assessments to the Corporation shall be unpaid and not otherwise satisfied thirty (30) days after the same becomes due and payable, the same shall be and become delinquent, and shall remain delinquent until the amount of such payment, together with all costs, including attorney's fees, penalties and interest as herein provided, shall be fully paid or otherwise satisfied.

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2. At any time after any fees or assessment affecting any Lot have become delinquent, the Board of Directors of the Corporation may file for recording in the Office of the San Diego County Recorder a notice of delinquency as to such Lot, which notice shall state all amounts which have become delinquent with respect to such Lot and the costs (including attorney's fees) penalties and interest which have accrued thereon, the amount of any fees or assessments relating to such Lot which are due and payable, although not delinquent, a description of the Lot in respect to which the delinquent fees or assessment is owed and the name of the record or reputed record Owner of such Lot. Such notice shall be signed by the President or other officer of the Board of Directors of the Corporation, or by a majority of the members of the Board. In the event the delinquent fees or assessments and all other fees and assessments which have become due and payable with respect to the same Lot, together with all costs (including attorney's fees), penalties and interest which have accrued on such amounts, are fully paid or otherwise satisfied prior to the completion of any sale held to foreclosure the lien provided for in Section 3 of this Article, the Board shall record a further notice, similarly signed, stating the satisfaction and releasing of such lien.

3. Immediately upon recording of any notice of delinquency pursuant to the foregoing provisions of this Article, the amounts delinquent, as well as any amounts then due and payable, although not delinquent, as set forth in such notice, together with the costs (including attorney's fees) penalties and interest accruing thereon, shall be and become a lien upon the Lot described therein, which lien shall also secure all other fees and assessments which shall become due and payable with respect to said Lot following such recording, and all costs (including attorney's fees), penalties and interest accruing thereon. Said lien shall continue until all amounts secured thereby are fully paid or otherwise satisfied. Said lien shall be subordinate to the

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lien or charge of any bona fide mortgage or deed of trust made in good faith and for value on said Lot.

4. Each lien established pursuant to the foregoing provisions of this Article may be foreclosed as and in the same manner as the foreclosure of a mortgage upon real property under the laws of the State of California, or may be enforced by sale pursuant to Section 2932, subject to the limitations contained in Section 2924, of the California Civil Code and to that end a power of sale is hereby conferred upon the Corporation.

5. Interest shall accrue at the rate of six percent (6%) per annum on all unpaid fees and assessments due to the Corporation hereunder from the date of delinquency thereof. Penalties for late payment, not exceeding two percent (2%) of the amount of the delinquent payment or assessment, may be established by action of the Board of Directors of the Corporation of which written notice is given to each Owner.

6. The Corporation may bring an action at law against the Owner personally obligated to pay the fees and assessments in addition to foreclosing said lien. No Owner may waive or otherwise escape liability for the fees and assessments provided for herein by non-use of the Common Area, or the abandonment of his Lot.

ARTICLE VI

ARCHITECTURAL CONTROL

1. Architectural Committee. There shall be an Architectural Committee consisting of three (3) persons to be appointed by Declarant or its successors and assigns. Except as hereinafter provided, each of said persons so appointed shall be subject to removal at the direction of Declarant at any time and from time to time, and all vacancies on said Committee shall be filled by appointment of Declarant. In the event of failure of Declarant to appoint such committee or to fill any vacancies therein, then in such event the Owners of a majority in number of the Lots shall have the right by written document to appoint the

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members of said Committee or to fill any vacancies therein. After four years have expired from the date hereof, or after 90% of the Lots have been sold, whichever event shall first occur, the Board of Directors of the Corporation shall have the right by written document to appoint the members of said Architectural Committee at any time and to fill any vacancies therein. A majority of the Committee may designate a representative to act for it.

2. General Requirements. The Architectural Committee shall exercise its best judgment to see that all improvements, structures, landscaping, and alterations on the Lots within The Property conform and harmonize with the natural surroundings and with existing structures as to exterior design, materials, color, site orientation, height, topography, grade, and finished ground elevations. The Architectural Committee shall protect the seclusion and natural view of each Lot insofar as possible.

3. Approval by Architectural Committee. No improvements of any kind, including, but not limited to, dwelling houses, outbuildings, swimming pools, tennis courts, ponds, parking areas, corrals, fences, walls, garages, drives, antennae, flag poles, curbs and walks, shall be constructed, altered, refinished or permitted to remain on any Lot with The Property, nor shall any excavating, clearing or landscaping be done in conjunction therewith on any such Lot, unless the complete architectural plans and specifications and a site plan showing the location and orientation of such improvements and landscaping are approved by the Architectural Committee prior to the commencement of such work. The Architectural Committee shall consider the materials to be used on the exterior features of said improvements, including exterior colors, harmony of exterior design with existing structures on other Lots within The Property, location with respect to topography and finished grade elevations and harmony of landscaping with the natural setting and native trees, bushes and other vegetation within The Property. The complete architectural plans and specifications must be submitted in at least two

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complete sets, and must include at least four different elevation views. One complete copy of plans and specifications shall be signed for identification by the Owner and delivered to the Architectural Committee. In the event the Architectural Committee fails to take any action within 45 days after complete architectural plans for such work have been submitted to it, then all of such submitted architectural plans shall be deemed to be approved.

4. Variances Where circumstances, such as topography, location of property lines, location of trees and vegetation, or other matters require, the Architectural Committee may, by an affirmative vote of a majority of the members of the Architectural Committee, allow reasonable variances as to any of the covenants, conditions and restrictions contained in Article VII of this Declaration, on such terms and conditions as it shall require.

5. Preliminary Approvals. Persons who anticipate constructing improvements on Lots within The Property, whether they already own such Lot or are contemplating purchase, may submit preliminary sketches of such improvements to the Architectural Committee for informal and preliminary approval or disapproval. All preliminary sketches shall be submitted in at least two sets, shall contain a proposed site plan and shall contain sufficient general information on all the aspects of the proposed improvements as will be required to be in the complete architectural plans and specifications to allow the Architectural Committee to act intelligently on giving an informed and fair preliminary approval or disapproval. The Architectural Committee shall never be finally committed or bound by any preliminary or informal approval or disapproval until such time as complete architectural plans are submitted and approved or disapproved.

6. Architectural Plans. The Architectural Committee shall disapprove any architectural plans submitted to it which are not sufficient for it to exercise the judgment required of it by this Declaration.

7. Architectural Committee Not Liable. The Architectural Committee shall not be liable in damages to any person submitting any architectural plans for approval, or to any Owner or Owners of Lots within The Property, by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove, with regard to such architectural plans. Any person acquiring the title to any Lot within The Property, or any person submitting plans to the Architectural Committee for approval, by so doing does agree and covenant that he will not bring any action or suit to recover damages against the Architectural Committee, its members as individuals, or its advisors, employees, or agents.

8. Inspection. Upon the completion of any construction, alteration or refinishing of the exterior of any improvements, or upon the completion of any other work for which approved plans are required hereunder, the Owner shall give notice thereof to the Architectural Committee, or its duly authorized representative and the Architectural Committee or its representative may inspect such improvement to determine whether it was constructed, altered or refinished in substantial compliance with the approved plans. If the Architectural Committee finds that such construction, alteration or refinishing was not done in substantial compliance with approved plans, it shall notify the Owner of such non-compliance within sixty (60) days following the date of receipt by it of such notice of completion and shall in writing require the Owner to remedy such non-compliance. If upon the expiration of sixty (60) days from the date the Owner receives the writing requiring remedy of non-compliance the Owner shall have failed to remedy the non-compliance, the Architectural Committee, at its option, shall either remove the improvement or remedy the non-compliance, and the Owner shall reimburse the Architectural Committee for all expenses incurred in connection therewith. If for any reason the Architectural Committee fails to notify the Owner of any such non-compliance within sixty (60) days after receipt of said notice of completion thereof from the Owner, the improvement shall be deemed to be in accordance with said approved plans.

9. Written Records. The Architectural Committee shall keep and safeguard for at least five years complete permanent written records of all applications for approval submitted to it (including one set of all preliminary sketches and all architectural plans so submitted) and of all actions of approval or disapproval and all other actions taken by it under the provisions of this Declaration.

ARTICLE VII

GENERAL USE PROVISIONS

1. Use. Each Lot, except for that portion thereof within the Common Area, shall be used for single family residential purposes only, and no building or buildings shall be erected, constructed, altered or maintained on any of the said Lots other than one detached single-family dwelling not to exceed two (2) stories in height and a private garage for not less than two (2) cars, nor more than three (3) cars, and such other customary outbuildings, including living quarters for domestic help and storage facilities for ranch equipment, as may be permitted from time to time by the San Diego County Zoning Ordinance; provided, however, that the following uses are expressly prohibited:

- a. Maintaining, raising, feeding, or keeping of domestic or farm animals except as provided in paragraph 12 of this Article VII.
- b. Commercial riding, training, or boarding horse stables.
- c. Commercial harvesting, and any processing or selling of crops.
- d. Outbuildings for display or sale of agricultural crops.
- e. Construction or maintenance of quarters for boarding and lodging of farm employees; provided, however, that domestic employees may live on the premises.

The term "family" as used herein shall mean a single person or a group of two or more persons legally related by blood, marriage or

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adoption.

2. New Building Only. No building or structure of any kind shall be moved from any other place onto any of said Lots, or from one Lot to another Lot, without the prior written permission of the Architectural Committee.

3. No Motorcycles. No motorcycles, motorbikes or other vehicles which make unusual or offensive noises shall be operated on any Lot.

4. Balconies and Decks. No balcony or deck on any Lot shall be higher above the ground than the second floor level except with the written approval of the Architectural Committee.

5. No Second-Hand Materials, Painting Required. No second-hand material shall be used in the construction of any building or other structure on the Properties without the prior written approval of the Architectural Committee. All buildings and fences on any Lot which are of frame construction shall be painted or stained with at least two coats upon completion, unless otherwise approved in writing by the Architectural Committee.

6. Commencement and Completion of Improvements. The work of constructing and erecting any structure herein permitted shall be prosecuted diligently and shall be completed not more than twelve (12) months after commencement thereof. Construction of the single family dwelling shall be commenced prior to or simultaneously with commencement of construction of any accessory structure permitted hereunder unless otherwise specifically permitted by the Architectural Committee, provided, however, that temporary quarters may be erected for workmen engaged in building a dwelling on a Lot, but such temporary quarters shall be removed immediately upon completion of the dwelling structure.

7. Setbacks. All buildings and structures erected on Lots within The Property shall conform to all applicable setback requirements imposed by applicable governmental authorities.

8. Fences. All perimeter fencing within The Property shall have an appearance in keeping with the natural setting and

surroundings of The Property. The term "perimeter fencing" means fencing not connected with a building or structure. All perimeter fencing shall be a non-view-obstructing fence not exceeding six (6) feet in height, and shall be approved by the Architectural Committee. Interior fences, screens or walls which are associated or connected with a building or structure may be of such design, material and height as may be approved by the Architectural Committee.

9. Exterior Lighting and Sound. All exterior lights and light standards, and all exterior sound generating or emitting systems on Lots shall be subject to approval by the Architectural Committee for harmonious development and the prevention of lighting and sound nuisances to other Lots within The Property.

10. Sanitary Systems. No sewage disposal system, sanitary system, cesspool, or septic tank shall be constructed, altered or allowed to remain or be used on any Lot unless fully approved as to design, capacity, location, and construction by all applicable governmental agencies and by the Architectural Committee.

11. Enclosure of Unsightly Facilities and Equipment. All unsightly structures, facilities, equipment and other items shall be enclosed within a solid, covered structure or screened from view. Any refuse or trash container, utility meter or other utility facility, service area, storage pile, or area for hanging clothing or other household fabrics shall be enclosed or appropriately screened from view by planting or fencing approved by the Architectural Committee and adequate to conceal the same from adjoining Lots, private roads and access drives. No lumber, metals, bulk materials, scrap, refuse or trash shall be kept, stored or allowed to accumulate on any Lot, except building materials during the course of construction and only for such reasonable period of time as is necessary to facilitate construction, and except refuse or trash in a suitable container appropriately enclosed or screened from view for such reasonable

period of time as is necessary prior to collection or disposal thereof. The Owner of each Lot shall arrange for the proper and frequent removal of trash and garbage.

12. Animals. Owners and occupants of Lots within The Property may keep a reasonable number of ordinary farm and household pets belonging to the household so long as such pets are disciplined and do not constitute an undue annoyance to other Owners and occupants of other Lots within The Property and no such animals may be kept for commercial purposes.

Any Owner or occupant of any Lot may be required to remove any such pet, including any horse, which is not disciplined or which constitutes an undue annoyance to Owners or occupants of other Lots within The Property.

13. Maintenance. The Owner of each Lot within The Property shall keep and maintain all improvements and landscaping on such Lot in a clean, safe, attractive and sightly condition and in good repair.

14. Signs. With the exception of one "For Rent" or "For Sale" sign (which shall not be larger than 20 x 26 inches) and except for one entrance gate sign of a size, style and design approved by the Architectural Committee, no advertising signs, billboards, or unsightly objects shall be erected, altered, or permitted to remain on any Lot within The Property.

15. No Mining, Drilling, or Quarrying. Except as may be permitted pursuant to paragraph 26 of this Article VII no mining, quarrying, tunnelling, excavating, or drilling for any substances within the earth, including oil, gas, minerals, gravel, sand, rock and earth, shall be permitted on any Lot within The Property.

16. Noxious or Offensive Activities. No noxious or offensive activity shall be carried on upon any Lot within The

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Property, nor shall anything be done or permitted which may be or become a nuisance or danger to the Owners or occupants of other Lots within The Property.

17. Firearms. No firearms shall be discharged within the boundaries of The Property.

18. No Subdivision of Lots. No Lot shall be resubdivided to contain an area of less than eight (8) acres.

19. Underground Utility Lines. All water, gas, electrical, telephone and other pipes and utility lines constructed upon Lots within The Property must be buried underground and may not be carried on overhead poles nor above the surface of the ground.

20. Tanks. No elevated tanks of any kind shall be erected, placed, or permitted to remain upon any Lot except as may be used by the Mutual Water Company or Water District servicing The Property. Except as otherwise permitted herein, any tank used in connection with any dwelling house or other structure on a Lot, including tanks for storage of gas, fuel oil, gasoline oil, or water, shall be underground or if located above ground the location and screening shall be determined by the Architectural Committee.

21. Roofs. All roofs on residences shall have a minimum slope of 4/12 and shall be finished with wood shingles or shake, or mission tile, or such other similar material as the Architectural Committee may in its discretion determine to be of comparable esthetic value.

22. Trees and Landscaping. Except for such cutting or altering of trees, bushes and other natural vegetation growing on a Lot as is necessary to be done in connection with construction of improvements or landscaping previously approved in writing by the Architectural Committee, there shall be no further cutting or altering of trees or bushes or other natural vegetation growing on any Lot, and no further landscaping thereof, if such cutting or altering or landscaping would change or alter the natural growth and native setting, except as may be authorized in writing by the Architectural Committee.

23. Drying Yards. No drying yards shall be permitted on any Lot unless screened from all street and adjacent Lot views on which the drying yard is located by fence, hedge or shrubbery, which screening and the adequacy thereof shall be subject to the approval of the Architectural Committee.

24. No Tents, Shacks, Etc. No tent, shack, trailer, basement, garage or outbuilding shall at any time be used on any Lot as a residence either temporarily or permanently; nor shall any residence of a temporary character be constructed, placed or erected on any Lot. No truck, camper, trailer, boat of any kind, or other single or multi-purpose engine-powered vehicle other than a standard automobile, horse trailer, ranch equipment or pickup truck shall be parked on any Lot except temporarily and solely for the purpose of loading or unloading without the prior written consent of the Architectural Committee; provided, however, that any such horse trailer and ranch equipment shall be kept screened from the view from any other Lot and from any dedicated street, the method and manner of such screening to be approved in writing by the Architectural Committee. Anything contained herein to the contrary notwithstanding, a fully skirted and painted mobile home coach, not more than six (6) years old, and not less than twelve (12) feet in width, may be located on a Lot and used as a residence by an Owner for a period of not to exceed two (2) years from the date of acquisition of title to such Lot by the Owner from Declarant. Such mobile home coach shall be connected to all utility facilities and shall conform with all applicable governmental requirements.

25. No Wells. No well for the production of, or from which there is produced water, oil or gas, shall be operated upon any of The Properties nor shall any machinery, appliance or

structure be placed, operated or maintained thereon for use in connection with any trading, manufacturing or repairing business; provided, however, that nothing contained in this paragraph 25 shall prohibit or restrict the use of any Lot for the purpose of drilling and operating wells for the production of water by the Mutual Water Company or water district serving The Property.

26. Slope and Drainage Easements. Each of the Owners of a Lot will permit free access by Owners of adjacent or adjoining Lots to slopes or drainageways located on his property which affect said adjacent or adjoining Lots, when such access is essential for the maintenance of permanent stabilization on said slopes, or maintenance of the drainage facilities for the protection and use of property other than the Lot on which the slope or drainageway is located.

Each Owner of a Lot will not in any way interfere with the established drainage pattern over his Lot from adjoining or other Lots, and each Owner will make adequate provisions and be responsible for proper drainage in the event it is necessary to change the established drainage over his Lot. For the purpose hereof, "established" drainage of a Lot is defined as the drainage existing at the time the Lot was conveyed by Declarant to the Owner thereof.

27. Slope Control, Use and Maintenance. Each Lot Owner will keep, maintain, water, plant and replant all graded slope banks located on such Owner's Lot so as to prevent erosion and to create an attractive appearance. Nothing contained herein shall require the Owner of a Lot to plant a natural slope on his Lot. No structure, planting, or other material shall be placed or permitted to remain or other activities undertaken on any slope banks located on The Properties which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels.

The Architectural Committee and any appropriate governmental agency shall determine compliance with the provisions of this paragraph, and each individual Lot Owner shall promptly perform or conform to all directives issued by the Architectural Committee for compliance with the provisions of this paragraph.

28. Construction Cleanup and Conformity of Construction With Plans. When Plans and Specifications for the construction of improvements are submitted to the Architectural Committee pursuant to these restrictions, said submission shall, at the request of the Architectural Committee, be accompanied by a deposit of \$200.00 to guarantee that the construction site during the course of construction will be maintained reasonable free of debris at the end of each working day and that the construction will be completed and the Lot drainage swales and structures will correctly drain surplus water to the street or other approved locations, all as shown on the Plans and Specifications submitted to the Architectural Committee for approval. In the event of a violation of this restriction, the Architectural Committee may give written notice thereof to the builder and Owner of the Lot in question that if such violation is not cured or work commenced to cure the same within forty-eight (48) hours after the mailing of said notice, the Architectural Committee may correct or cause to be corrected said violation and use said deposit, or as much thereof as may be necessary to cover the cost of such correction work. In the event that the cost of curing said violation shall exceed the amount of said deposit, said excess cost shall be paid by the Owner of the Lot in question to the Architectural Committee. Said deposit or any part hereof remaining in the hands of the Architectural Committee at the completion of the construction work shall be returned by the Architectural Committee to the person who made the deposit.

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29. Common Area. The Common Area has been set aside for the uses hereinafter set forth and consists of non-exclusive easements for the following purposes:

- (a) Roadway, Storm Drain and Public Utility
- (b) Fuel Break
- (c) Fireroad
- (d) Bridle Trail

Said easements are described on Exhibit 1 attached hereto.

The Corporation shall have the right and power to adopt such rules and regulations concerning the use of the Common Area as it deems appropriate consistent with the rights granted to others and subject to such restrictions as may be imposed by all governmental authorities and this Declaration. All of the Common Area may be used for pedestrian and horseback riding purposes.

That portion of the Common Area described as Bridle Trails and Fuel Breaks above, however, shall be used for horseback riding and pedestrian purposes only and vehicular traffic, including motorcycles, scooters, minibikes, bicycles and automotive vehicles of every kind and character are prohibited from using such portion of the Common Area except as may be necessary or appropriate for the maintenance, upkeep and improvement of said portion of the Common Area by the Corporation, or for emergencies. The Owners of Lots on which the Common Area is located shall keep that part of the Common Area located on their Lot at all times completely free and clear of any and all encroachments, obstacles, barriers, debris, fences, gales, landscaping and plantings (other than natural growth) of any kind or character so as

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to insure the free, full use of the Common Areas as herein provided.

ARTICLE VIII

ENFORCEMENT

1. Notice of Claim of Breach. The Declarant, any Owner of a Lot or the Board of Directors of the Corporation may at any time that it or they deem a breach of these covenants, conditions and restrictions has occurred, (other than a breach by failure to pay fees and assessments to the Corporation) execute, acknowledge and record in the Recorder's Office of San Diego County, California, a Notice of Claim of Breach setting forth the facts of such breach, describing the Lot or Lots upon which such breach occurred and setting forth the name of the Owner or Owners thereof. Such notices, upon being recorded, shall be notice to all persons of such breach, provided an action has been commenced within sixty (60) days after the recording of such notice to establish such breach, then and in that event such notice shall be of no force and effect whatsoever and the breach set forth in said notice shall be presumed to have been remedied.

A breach of any of the covenants, conditions and restrictions contained herein shall not affect, impair, defeat or render invalid the lien, charge or encumbrance of any mortgage or trust deed made in good faith and for value which may then exist upon said Lot, which said mortgage or trust deed shall be and is hereby declared to be prior and superior to the rights in favor of any person or persons under and by virtue of these covenants, conditions and restrictions; provided, however, that in the event of a foreclosure of any such trust deed or mortgage, or if the Owner of the note secured by such trust deed or mortgage acquires title to said Lot in any manner whatsoever in satisfaction of his

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indebtedness, then any purchaser at the foreclosure or trustee's sale, or any said note Owner acquiring title as aforesaid, agrees that said property so acquired shall immediately upon said acquisition become subject to each and all of the covenants, conditions and restrictions and rights herein contained but free from the effects of any breach occurring prior thereto.

2. Protection for Mortgagees and Title Insurance Companies.

The Owners of any encumbrance made in good faith and for value on any Lot or Lots and any corporation insuring the lien of such encumbrance may conclusively presume that no breach exists under these covenants, conditions and restrictions, (other than a breach by failure to pay fees and assessments to the Corporation) provided such encumbrance is recorded in the Office of the County Recorder of San Diego County, California, prior to the commencement of any action to establish any such breach and not within sixty (60) days after the recording of any Notice of Claim of Breach.

3. Enforcement. Enforcement of the covenants, conditions and restrictions contained herein shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any provisions hereof either to restrain violation and/or to recover damages.

4. Legal Action in the Event of Breach. As to the Declarant and the Owner or Owners of any of said Lot or Lots, including any bona fide purchaser under contract, the covenants, conditions and restrictions contained herein shall operate as covenants running with the land, and a breach of any of them or a continuance of any such breach may be enjoined, abated or remedied by appropriate proceedings by Declarant or the Owner or Owners of any Lot or Lots subject to this Declaration, their successors or assigns or by the Board of Directors of the Corporation. In the event legal action is commenced to enforce the terms of this Declaration, the prevailing party shall be entitled to reasonable attorney's fees as well as costs of suit.

ARTICLE IXAMENDMENT AND TERMINATION1. Extension of Covenants, Conditions and Restrictions.

Each and all of the covenants, conditions and restrictions contained herein shall terminate January 2, 2025, unless the Owners of a majority of Lots subject to this Declaration have executed and recorded at any time within six months prior to January 2, 2025, in the manner required for a conveyance of real property, a writing in which they agree that conditions and restrictions shall continue for a further specified period and providing therein a similar provision for the further extension of said restrictions and conditions.

2. Amendments. This Declaration may be amended at any time and from time to time by an instrument in writing signed by the Owners of two-thirds (2/3rds) or more of the Lots subject to this Declaration which said written instrument shall become effective upon the recording of the same in the Recorder's Office of the County of San Diego, California.

ARTICLE XMISCELLANEOUS

1. Invalidity of Any Provision. In the event any covenant, condition or restriction herein contained be held invalid or void by any court of competent jurisdiction, such invalidity or nullity shall in no way affect any other covenant, condition or restriction herein contained.

2. No Waiver. A waiver of a breach of any of the covenants, conditions and restrictions contained herein shall not be construed as a waiver of any succeeding breach or violation or of any other covenant, condition or restriction.

3. Interpretation of Restrictions. All questions of interpretation or construction of any of the terms or conditions herein shall be resolved by the Board of Directors of the Corporation, and its decision shall be final, binding and conclusive on all of the parties affected.

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IN WITNESS WHEREOF, Declarant has caused this Declaration
to be executed as of the date and year first hereinabove set forth.

RANCHO SANTA TERESA ASSOCIATES

BY: Fred B. Mitchell Company, a
California Corporation, General
Partner

By *Fred B. Mitchell*

By *Don O. Mullen*

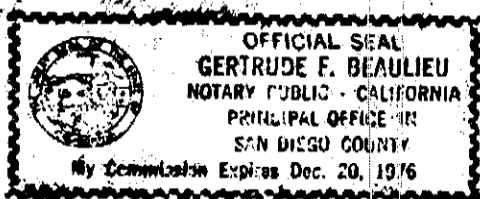
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STATE OF CALIFORNIA)
) ss.
 COUNTY OF SAN DIEGO)

On April 15, 1974, before me, the undersigned, a
 Notary Public in and for said State, personally appeared
GERALD W. FISHER, known to me to be the Vice
 President, and DON O. MELLON, known to me to be the
Secretary of FRED B. MITCHELL COMPANY, the corpora-
 tion that executed the within instrument and known to me to be
 the persons who executed the within instrument on behalf of
 said corporation, said corporation being known to me to be
 the General Partner of RANCHO SANTA TERESA ASSOCIATES, the
 Limited Partnership that executed the within instrument, and
 acknowledged to me that such corporation executed the same as
 such General Partner and that such Limited Partnership executed
 the same.

WITNESS my hand and official seal.



Gertrude F. Beaulieu
 Notary Public
 Gertrude F. Beaulieu

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EXHIBIT A

PARCEL A:

NON-EXCLUSIVE EASEMENTS IN GROSS FOR ROADWAY, STORM DRAIN AND PUBLIC UTILITY (INCLUDING GAS, ELECTRIC AND TELEPHONE) PURPOSES, OVER, UNDER, UPON AND ACROSS THE REAL PROPERTY DESCRIBED AS FOLLOWS. SAID EASEMENTS FOR PUBLIC UTILITY PURPOSES MAY BE ASSIGNED BY THE HOLDER THEREOF.

PARCEL A-1:

ROADWAYS AS SHOWN ON THE SUBDIVISION MAP OF SANTA TERESA ESTATES MAP NO. 7620 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, CALIFORNIA ON MAY 4, 1973.

PARCEL A-2:

THAT PORTION OF LOT 9 OF SANTA TERESA ESTATES IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA ACCORDING TO MAP THEREOF NO. 7620 AS FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID LOT 9; THENCE NORTH $33^{\circ}23'51''$ EAST ALONG THE NORTHWESTERLY LINE OF SAID LOT, 5.82 FEET TO A POINT IN THE ARC OF A 370.00 FOOT RADIUS CURVE THE RADIAL CENTER OF WHICH BEARS SOUTH $41^{\circ}25'54''$ WEST FROM SAID POINT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 201.30 FEET, THROUGH A CENTRAL ANGLE OF $51^{\circ}10'22''$ TO THE SOUTHEASTERLY LINE OF SAID LOT; THENCE SOUTH $75^{\circ}17'24''$ WEST ALONG SAID SOUTHEASTERLY LINE 19.00 FEET TO A POINT IN THE ARC OF A 330 FOOT RADIUS CURVE IN THE SOUTHWESTERLY LINE OF SAID LOT; THE RADIAL CENTER OF SAID CURVE BEARS SOUTH $75^{\circ}17'24''$ WEST FROM SAID POINT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 196.30 FEET, THROUGH A CENTRAL ANGLE OF $34^{\circ}04'57''$ TO THE POINT OF BEGINNING.

PARCEL A-3

THAT PORTION OF LOT 10 OF SANTA TERESA ESTATES IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA ACCORDING TO MAP THEREOF NO. 7620 AS FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID LOT 10, THENCE NORTH $75^{\circ}17'24''$ EAST ALONG THE NORTHWESTERLY LINE OF SAID LOT, 10.00 FEET TO A POINT IN THE ARC OF A 370 FOOT RADIUS CURVE, THE RADIAL CENTER OF WHICH BEARS SOUTH $72^{\circ}36'16''$ WEST FROM SAID POINT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 104.07 FEET TO THE SOUTHERLY LINE OF SAID LOT; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT, NORTH $87^{\circ}20'51''$ WEST 16.05 FEET TO A POINT IN THE ARC OF A 330 FOOT RADIUS CURVE IN THE WESTERLY LINE OF SAID LOT, THE RADIAL CENTER OF SAID CURVE BEARS NORTH $87^{\circ}20'51''$ WEST FROM SAID POINT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 100.00 FEET THROUGH A CENTRAL ANGLE OF $17^{\circ}21'45''$ TO THE POINT OF BEGINNING.

EXHIBIT A

PARCEL A-4:

THAT PORTION OF LOT 11 OF SANTA TERESA ESTATES IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA ACCORDING TO MAP THEREOF NO. 7620 AS FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 11; THENCE ALONG THE NORTHERLY LINE OF SAID LOT SOUTH $87^{\circ}20'51''$ EAST 16.05 FEET TO A POINT IN THE ARC OF A 370 FOOT RADIUS CURVE, THE CENTER OF WHICH BEARS SOUTH $88^{\circ}43'10''$ WEST FROM SAID POINT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 260.12 FEET, THROUGH A CENTRAL ANGLE OF $40^{\circ}16'50''$ TO A POINT OF REVERSE CURVE HAVING A RADIUS OF 250 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 352.15 FEET, THROUGH A CENTRAL ANGLE OF $80^{\circ}42'36''$ TO THE POINT OF BEGINNING OF A 270 FOOT RADIUS CURVE IN THE WESTERLY LINE OF SAID LOT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 313.09 FEET, THROUGH A CENTRAL ANGLE OF $67^{\circ}30'00''$; THENCE TANGENT TO SAID CURVE NORTH $25^{\circ}47'24''$ EAST 155.61 FEET TO A TANGENT 330 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 133.26 FEET, THROUGH A CENTRAL ANGLE OF $23^{\circ}03'15''$ TO THE POINT OF BEGINNING.

PARCEL B:

NON-EXCLUSIVE EASEMENTS IN GROSS FOR FUEL BREAK PURPOSES (INCLUDING ACCESS ACROSS AND THE RIGHT TO CLEAR THE EASEMENT AREA OF FLAMMABLE MATERIALS BY USE OF ANY REASONABLE MEANS) OVER, UNDER, UPON AND ACROSS THE REAL PROPERTY DESCRIBED AS FOLLOWS:

FUEL BREAK EASEMENTS AS SHOWN ON THE SUBDIVISION MAP OF SANTA TERESA ESTATES, MAP NO. 7620 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, CALIFORNIA ON MAY 4, 1973.

PARCEL C:

NON-EXCLUSIVE EASEMENTS IN GROSS FOR FIREROAD PURPOSES, OVER, UNDER, UPON AND ACROSS THE REAL PROPERTY DESCRIBED AS FOLLOWS:

PARCEL C-1:

A 20.00 FOOT EASEMENT FOR FIREROAD IN PORTION OF NORTHWEST QUARTER OF SOUTHWEST QUARTER SECTION 4, TOWNSHIP 13 SOUTH, RANGE 2 EAST, LYING ADJACENT AND WESTERLY TO THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHEASTERLY CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4; THENCE SOUTH $0^{\circ}14'12''$ WEST A DISTANCE OF 134.12 FEET ALONG THE EASTERLY LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH $0^{\circ}14'12''$ WEST 1120.43 FEET TO A POINT OF TERMINATION.

EXHIBIT A

PARCEL C-2

A 20.00 FOOT EASEMENT FOR FIREROAD IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4 AND THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 13 SOUTH, RANGE 2 EAST, THE CENTERLINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 4; THENCE ALONG THE EASTERLY LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER SOUTH $0^{\circ}14'12''$ WEST 134.12 FEET; THENCE LEAVING SAID EASTERLY LINE SOUTH $87^{\circ}47'15''$ WEST 10.98 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH $25^{\circ}35'25''$ WEST 1101.47 FEET TO A POINT OF TERMINATION.

PARCEL D:

NON-EXCLUSIVE EASEMENTS IN GROSS FOR BRIDLE TRAIL PURPOSES, OVER, UPON AND ACROSS THE REAL PROPERTY DESCRIBED AS FOLLOWS:

PARCEL D-1:

THAT PORTION OF LOT 6, SANTA TERESA ESTATES, ACCORDING TO MAP THEREOF NO. 7620 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID LOT 6, THENCE NORTH $21^{\circ}30'00''$ EAST 353.16 FEET TO THE BEGINNING OF A 600.00 FOOT RADIUS CURVE TO THE RIGHT, THENCE ALONG THE ARC OF SAID CURVE 602.14 FEET, THROUGH A CENTRAL ANGLE OF $57^{\circ}30'00''$, THENCE LEAVING SAID CURVE NORTH $79^{\circ}09'00''$ EAST 262.00 FEET TO A POINT ON A 230.00 FOOT RADIUS CURVE TO THE RIGHT, SAID POINT BEING ON THE SOUTHWEST LINE OF OAKANA ROAD, THENCE ALONG SAID CURVE A DISTANCE OF 115.00 FEET THROUGH A CENTRAL ANGLE OF $28^{\circ}38'52''$ THENCE LEAVING SAID LINE SOUTH $73^{\circ}48'22''$ WEST 240.91 FEET TO THE BEGINNING OF A 660.00 FOOT RADIUS CURVE TO THE LEFT, THENCE ALONG THE ARC OF SAID CURVE 401.73 FEET THROUGH A CENTRAL ANGLE OF $34^{\circ}52'30''$ TO THE END OF SAID CURVE, THENCE SOUTH $38^{\circ}55'52''$ WEST 587.84 FEET TO THE WESTERLY LINE OF SAID LOT 6, THENCE SOUTH $0^{\circ}02'08''$ EAST 60.00 FEET ALONG SAID WESTERLY LINE, TO THE SOUTHWEST CORNER OF SAID LOT 6; THENCE ALONG THE SOUTH LINE OF SAID LOT 6 SOUTH $88^{\circ}11'53''$ EAST 195.18 FEET TO THE POINT OF BEGINNING.

PARCEL D-2:

THAT PORTION OF LOT 7, SANTA TERESA ESTATES, ACCORDING TO MAP THEREOF NO. 7620 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 7, THENCE SOUTH $88^{\circ}11'53''$ EAST 70.00 FEET ALONG THE SOUTHERLY LINE OF LOT 7, THENCE LEAVING SAID SOUTH LINE NORTH $22^{\circ}12'43''$ EAST 617.50 FEET TO A POINT ON THE WEST LINE OF SAID LOT 7, SAID POINT BEING ON A 600.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 300.26 FEET THROUGH A CENTRAL ANGLE OF $28^{\circ}40'23''$, THENCE SOUTH $21^{\circ}30'00''$ WEST 353.15 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT A

PARCEL D-3

THAT PORTION OF LOT 14, SANTA TERESA ESTATES, ACCORDING TO MAP THEREOF NO. 7620 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 14, SAID CORNER BEING ON THE NORTHERLY LINE OF OAKANA ROAD THENCE NORTH $25^{\circ}59'03''$ EAST 84.64 FEET TO THE BEGINNING OF A 450.00 FOOT RADIUS CURVE TO THE RIGHT, THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 295.66 FEET, THROUGH A CENTRAL ANGLE OF $37^{\circ}38'41''$ THENCE NORTH $63^{\circ}37'44''$ EAST 206.61 FEET TO THE BEGINNING OF A 500.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 139.63 FEET THROUGH A CENTRAL ANGLE OF $16^{\circ}00'00''$ TO THE NORTHERLY LINE OF SAID LOT 14, THENCE ALONG SAID NORTHERLY LINE NORTH $42^{\circ}22'16''$ WEST 80.00 FEET; THENCE LEAVING SAID NORTHERLY LINE SOUTHERLY ALONG THE ARC OF A 420.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 117.29 FEET THROUGH A CENTRAL ANGLE OF $16^{\circ}00'00''$, THENCE SOUTH $63^{\circ}37'44''$ WEST 340.00 FEET; THENCE SOUTH $50^{\circ}18'43''$ WEST 309.98 FEET TO A POINT ON THE NORTHERLY LINE OF OAKANA ROAD, SAID POINT BEING THE BEGINNING OF A 170.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 189.63 FEET THROUGH A CENTRAL ANGLE OF $63^{\circ}54'40''$ TO THE POINT OF BEGINNING.

PARCEL D-4

THAT PORTION OF LOT 13, SANTA TERESA ESTATES, ACCORDING TO MAP THEREOF NO. 7620 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTHERLY 80.00 FEET MEASURED AT RIGHT ANGLES AND PARALLEL TO THE SOUTHERLY LINE OF SAID LOT 13.

PARCEL D-5:

THAT PORTION OF LOT 20, SANTA TERESA ESTATES, ACCORDING TO MAP THEREOF NO. 7620 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 20, THENCE NORTH $83^{\circ}37'44''$ EAST 601.25 FEET; THENCE SOUTH $80^{\circ}22'16''$ EAST 210.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT, THENCE ALONG THE EAST LINE OF SAID LOT, NORTH $1^{\circ}22'16''$ WEST 150.00 FEET, THENCE LEAVING SAID EAST LINE SOUTH $84^{\circ}13'20''$ WEST 816.24 FEET TO THE WEST LINE OF SAID LOT; THENCE SOUTH $6^{\circ}22'16''$ EAST 100.00 FEET TO THE POINT OF BEGINNING.

PARCEL D-6.

BRIDLE TRAIL EASEMENTS OVER ALL ROADS SHOWN ON SANTA TERESA ESTATES, ACCORDING TO MAP NO. 7620 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY.

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EXHIBIT A

PARCEL D-7:

BRIDLE TRAIL EASEMENT OVER THE EASTERLY 5.00 FEET OF LOTS 9, 10, AND 12, AND THE WESTERLY 5.00 FEET OF LOTS 21, 22 AND 23 OF SANTA TERESA ESTATES ACCORDING TO MAP THEREOF NO. 7620 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY.

PARCEL D-8:

BRIDLE TRAIL EASEMENT OVER THE EASTERLY 5.00 FEET OF LOTS 25, 26 AND 27 AND THE WESTERLY 5.00 FEET OF LOTS 28, 29 AND 30, SANTA TERESA ESTATES, ACCORDING TO MAP THEREOF NO. 7620 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY.

PARCEL D-9:

BRIDLE TRAIL EASEMENT OVER THE NORTHERLY 10.00 FEET OF LOTS 36, 37, 38 AND 39, SANTA TERESA ESTATES, ACCORDING TO MAP THEREOF NO. 7620 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY.

PARCEL D-10:

BRIDLE TRAIL EASEMENT OVER THE SOUTHERLY 5.00 FEET OF LOT 1 AND THE NORTHERLY 5.00 FEET OF LOT 2, WHERE IT IS CONTIGUOUS WITH LOT 1, SANTA TERESA ESTATES, ACCORDING TO MAP THEREOF NO. 7620 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY.

PARCEL D-11:

BRIDLE TRAIL EASEMENT IN THE WESTERLY 20.00 FEET OF A PORTION OF THE NORTHWEST QUARTER AND A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, SECTION 4, TOWNSHIP 13 SOUTH, RANGE 2 EAST, S.B.B.M., SAID EASEMENT TO BE 10.00 FEET MEASURED AT RIGHT ANGLES ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 4; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID SECTION 4, SOUTH $0^{\circ}21'49''$ WEST 150.45 FEET; THENCE LEAVING SAID WEST LINE NORTH $87^{\circ}47'15''$ EAST - 10.01 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH $0^{\circ}21'49''$ EAST - 150.60 FEET; THENCE NORTH $1^{\circ}22'16''$ WEST - 693.16 FEET TO ITS TERMINATION.

PARCEL D-12:

BRIDLE TRAIL EASEMENT IN LOT 36, SANTA TERESA ESTATES, ACCORDING TO MAP THEREOF NO. 7620 ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY; SAID EASEMENT TO BE 10.00 FEET MEASURED AT RIGHT ANGLES ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 36; THENCE ALONG THE NORTH LINE OF SAID LOT 36, NORTH $87^{\circ}47'15''$ EAST 10.01 FEET TO THE TRUE POINT OF BEGINNING; THENCE PARALLEL TO THE WEST LINE OF SAID LOT 36, SOUTH $0^{\circ}23'00''$ WEST - 534.49 FEET; THENCE SOUTH $73^{\circ}32'11''$ EAST - 174.59 FEET; THENCE NORTH $69^{\circ}33'04''$ EAST - 24.00 FEET TO A POINT, AT WHICH POINT THE EASEMENT BECOMES 15.00 FEET MEASURED AT RIGHT ANGLES ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; THENCE CONTINUING FROM THE ABOVE MENTIONED POINT SOUTH $20^{\circ}26'56''$ EAST 35.79 FEET; THENCE SOUTH $44^{\circ}37'00''$ EAST - 117.47 FEET TO A LINE WHICH IS PARALLEL WITH AND 15.00 FEET MEASURED AT RIGHT ANGLES FROM THE EAST LINE OF SAID LOT 36; THENCE ALONG SAID PARALLEL LINE SOUTH $0^{\circ}23'00''$ WEST - 415.86 FEET TO ITS TERMINATION.

EXHIBIT A

PARCEL D-13:

DESCRIPTION OF BRIDLE TRAIL EASEMENTS OVER THE FOLLOWING LOTS IN SANTA TERESA ESTATES, ACCORDING TO MAP THEREOF NO. 7620 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY.

THE NORTHERLY 50.00 FEET OF LOTS 23, 24, 25, 30, 31, AND 32.
THE NORTHERLY AND NORTHWESTERLY 50.00 FEET OF LOT 9.
THE WESTERLY 50.00 FEET OF LOTS 2, 3, 4, 5, AND 6.
THE SOUTHERLY 50.00 FEET OF LOTS 6, 7, 8, AND 19.
THE EASTERLY 50.00 FEET OF LOT 39.
THE WESTERLY AND SOUTHERLY 50.00 FEET OF LOT 3, EXCEPTING WHERE LOT 1 IS CONTIGUOUS TO LOT 2.

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RECORDED IN
OFFICIAL RECORDS
OF SAN DIEGO COUNTY, CALIF.

1986 MAY 16 AM 9:54

VERA L. LYLE
COUNTY RECORDERRecording Requested by and
When Recorded Mail To:Rancho Santa Teresa
Property Owners Association
P.O. Box 1483
Ramona, California 92065

RF	5
AR	3
MG	1

AMENDMENT TO DECLARATION OF RESTRICTIONS

THIS AMENDMENT TO DECLARATION OF RESTRICTIONS is made as of the first day of March, 1986, by the undersigned property owners (hereinafter referred to as "Owners") in view of the following facts:

A. Owners are the owners of that certain real property located in the County of San Diego, California, more particularly described as:

Lots 1 through 39, inclusive, of Santa Teresa Estates according to Map thereof No. 7620 filed in the Office of the County Recorder of San Diego County, California, on May 4, 1973.

B. A DECLARATION OF RESTRICTIONS, establishing covenants, conditions and restrictions regarding such property, was recorded in the Office of the County Recorder of San Diego County, California on April 19, 1974 as File No. 74-100236 of the Official Records.

C. Section 2 of Article IX of said DECLARATION OF RESTRICTIONS provides:

"This Declaration may be amended at any time and from time to time by an instrument in writing signed by the Owners of two-thirds (2/3rds) or more of the Lots subject to this Declaration which said written instrument shall become effective upon the recording of the same in the Recorder's office of the County of San Diego, California."

D. Owners own two-thirds (2/3rds) or more of the Lots subject to said DECLARATION OF RESTRICTIONS, and they desire to amend said DECLARATION OF RESTRICTIONS as hereinafter provided.

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NOW, THEREFORE, IT IS HEREBY AGREED as follows:

1. That said DECLARATION OF RESTRICTIONS be, and it is, amended by striking section 25 of Article VII and substituting therefor the following:

25. Wells. No well for the production of, or from which there is produced water, oil or gas, shall be operated upon any Lot of The Property nor shall any machinery, appliance or structure be placed, operated or maintained thereon for use in connection with any trading, manufacturing or repairing business; provided, however, that nothing contained in this paragraph 25 shall prohibit or restrict the use of any Lot for the purpose of drilling and operating wells for the production of water by the mutual water company or water district serving or formed to serve The Property, nor shall this paragraph 25 prohibit or restrict the use of any Lot for the purpose of drilling and operating wells for the production of water by the Lot owner to serve water to the Lot upon which the well is located upon the written consent of, and subject to such terms and conditions as may be established by, the mutual water company or water district serving or formed to serve The Property. Such terms and conditions may include, but shall not be limited to, limitations upon the size and location of the well, the time of its use, the amount and rate of flow of water that may be produced therefrom, the purpose for which the water may be used and such other terms and conditions as the mutual water company or water district may, in its discretion, fix and determine.

2. Except as herein amended, the DECLARATION OF RESTRICTIONS shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned owners of the following lots have caused this amendment to be executed as of the date and year first hereinabove set forth.

	Bonnie Newton	Lot No. <u>4</u>
	Kenneth Snyder	Lot No. <u>4</u>
_____		Lot No. _____
_____		Lot No. _____

dot #6

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

1. That said DECLARATION OF RESTRICTIONS be, and it is, amended by striking section 25 of Article VII and substituting therefor the following:

25. Wells. No well for the production of, or from which there is produced water, oil or gas, shall be operated upon any Lot of The Property nor shall any machinery, appliance or structure be placed, operated or maintained thereon for use in connection with any trading, manufacturing or repairing business; provided, however, that nothing contained in this paragraph 25 shall prohibit or restrict the use of any Lot for the purpose of drilling and operating wells for the production of water by the mutual water company or water district serving or formed to serve The Property, nor shall this paragraph 25 prohibit or restrict the use of any Lot for the purpose of drilling and operating wells for the production of water by the Lot owner to serve water to the Lot upon which the well is located upon the written consent of, and subject to such terms and conditions as may be established by, the mutual water company or water district serving or formed to serve The Property. Such terms and conditions may include, but shall not be limited to, limitations upon the size and location of the well, the time of its use, the amount and rate of flow of water that may be produced therefrom, the purpose for which the water may be used and such other terms and conditions as the mutual water company or water district may, in its discretion, fix and determine.

2. Except as herein amended, the DECLARATION OF RESTRICTIONS shall remain in full force and effect.

STATE OF CALIFORNIA

(INDIVIDUAL ACKNOWLEDGEMENT)

03 51

County of SAN DIEGO

SS.

On this 22 day of APRIL, in the year 1986, before me, THE UNDERSIGNED, a Notary Public in and for said State, personally appeared KENNETH SNYDER AND BONNIE NEWTON

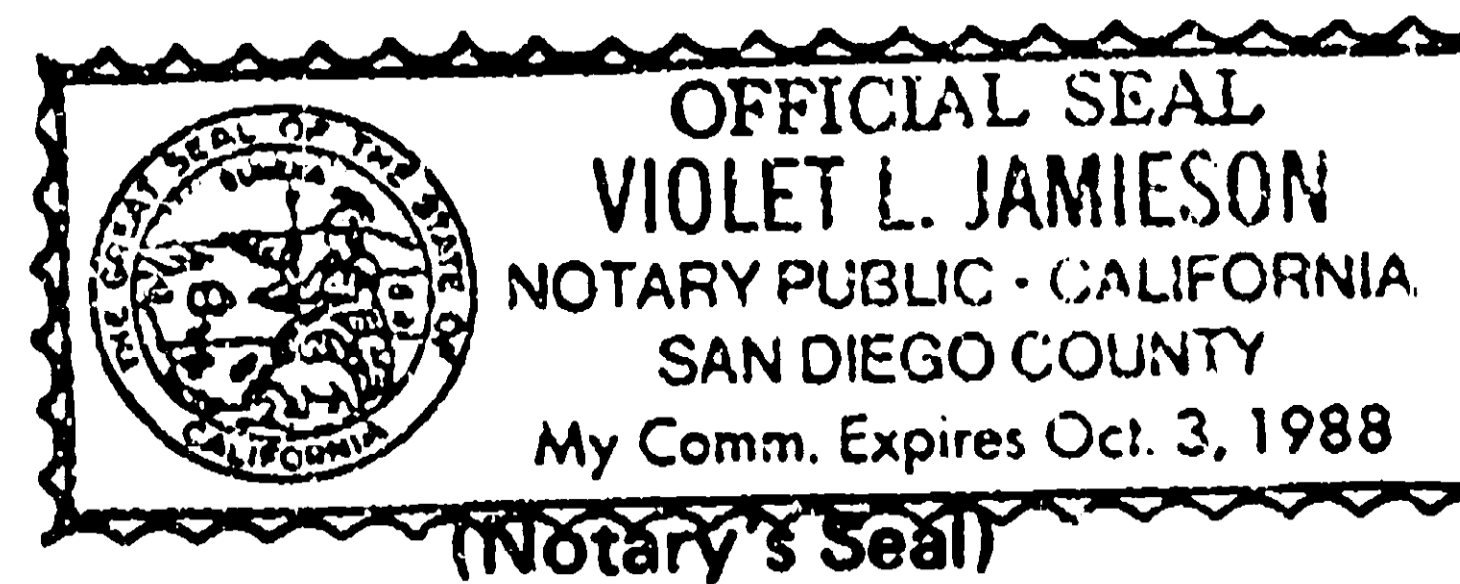
, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to this instrument and acknowledged that he Y executed it.

WITNESS my hand and official seal.

Signature

52-0718 (11-82)

Violet L. Jamieson



No. 194823
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