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**DECLARATION OF RESTRICTIONS**  
**FOR**  
**MT. WOODSON RESIDENTIAL COMMUNITY**

4/29/91

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SUBORDINATION AGREEMENT

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**DECLARATION OF RESTRICTIONS**

THIS DECLARATION OF RESTRICTIONS, made this 10th day of April, 1991, by DAVIDSON COSCAN PARTNERS, a general partnership (called "Declarant");

**W I T N E S S E T H:**

A. Declarant is the owner of that certain real property situated in the County of San Diego, State of California, which is more particularly described as:

Lots 1 through 23, inclusive, Lots 25 through 27, inclusive, Lots 32 through 49, inclusive, and Lots 54, 58, 59 and 60 of COUNTY OF SAN DIEGO TRACT NO. 4626-1, in the County of San Diego, State of California, according to Map thereof No. 12601, filed with the County Recorder of San Diego County on April 18, 1990;

Parcels A, B, C and D shown on Certificate of Compliance re-recorded July 19, 1990 as File/Page No. 90-391873, Official Records of San Diego County, California, and legally described on Exhibit "1" attached hereto (being adjustments of former lots 28, 29, 30 and 31 of TRACT NO. 4626-1); and

Non-exclusive easements for ingress, egress and utilities over, under, upon and across Parcel D shown on that certain Certificate of Compliance re-recorded March 28, 1991 as Document No. 1991-0138480, Official Records of San Diego County, California (Parcel D is an adjustment to the boundaries of former lot 57 of TRACT NO. 4626-1 and is legally described on Exhibit "2" attached hereto),

which real property is referred to herein as "Phase 1".

B. Phase 1 is the first Phase of real property owned by Declarant and described on Exhibit "A" attached hereto (the "Properties"). Declarant intends that the Properties will be developed as a planned development project in three (3) Phases as

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shown on Exhibit "B" attached hereto. Declarant shall have the right, however, to change such phasing without amending this Declaration. There is no guarantee that all Phases will be developed or annexed to this Declaration or developed or annexed in any particular order, and some phases may be developed concurrently. The Properties are commonly referred to as "Woodson Ranch" or "Mt. Woodson."

C. The Common Area lots will be owned and maintained by MT. WOODSON HOMEOWNERS ASSOCIATION, a California nonprofit mutual benefit corporation ("Association"), the members of which will be the Owners of Lots. The Association will also maintain any Common Maintenance Area, being portions of those Lots and other areas within the Properties upon which Common Maintenance Area easements have been granted to the Association.

D. This Declaration will initially affect and encumber only Phase 1 described above.

E. This project is a planned development common interest development.

F. Woodson Ranch may include a golf course and other commercial developments. However, it is intended that this Declaration cover only residential portions of the Properties. Ownership of a Lot will not include any ownership interests or rights to any golf course or other commercial operations in Woodson Ranch other than access to certain open space areas within the Common Area.

G. Before selling any of the Lots, Declarant wishes to impose on each Lot within Phase 1 and each other Lot which becomes annexed hereto the following plan of covenants and restrictions.

NOW, THEREFORE, Declarant hereby certifies and declares and does hereby establish the following general plan for the protection and benefit of the Properties and has fixed and does hereby fix the following protective covenants and restrictions upon each and every ownership interest in Phase 1, under which said covenants and restrictions each ownership interest therein shall be hereafter held, used, occupied, leased, sold, encumbered, conveyed and/or transferred. Each and all of said covenants and restrictions are for the purpose of protecting the value and desirability of and shall inure to the benefit of the Properties and shall run with and be binding upon and pass with Phase 1 and each and every ownership interest therein and shall inure to the benefit of, apply to and bind the respective successors in title or interest of Declarant.

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**ARTICLE I****DEFINITIONS**

**Section 1.** "ARC" means and refers to the Architectural Review Committee appointed pursuant to the Article herein entitled "Architectural Review Committee".

**Section 2.** "Articles" shall mean and refer to the Articles of Incorporation of the Association as they may from time to time be amended.

**Section 3.** "Association" shall mean and refer to MT. WOODSON HOMEOWNERS ASSOCIATION, a California Nonprofit Mutual Benefit Corporation, its successors and assigns.

**Section 4.** "Board" shall mean and refer to the Board of Directors of the Association.

**Section 5.** "Bylaws" shall mean and refer to the Bylaws of the Association as they may from time to time be amended.

**Section 6.** "Common Area" shall mean all real property (including improvements thereon) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the first conveyance of a Lot to an Owner in Phase 1 is described as follows:

Lots 54, 58, 59 and 60 of COUNTY OF SAN DIEGO TRACT NO. 4626-1, in the County of San Diego, State of California, according to Map thereof No. 12601, filed with the County Recorder of San Diego County on April 18, 1990; and

Non-exclusive easements for ingress, egress and utilities over, under, upon and across Parcel D shown on that certain Certificate of Compliance re-recorded March 28, 1991 as Document No. 1991-0138480, Official Records of San Diego County, California (Parcel D is an adjustment to the boundaries of former lot 57 of TRACT NO. 4626-1 and is legally described on Exhibit "2" attached hereto).

**Section 7.** "Common Maintenance Area" shall mean and refer to portions of those Lots, and other areas, if any, upon which easements for maintenance are conveyed to the Association. The areas over which easements may be granted to the Association generally will or may consist of:

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(i) Certain slopes located on some Lots and on portions of the Properties not otherwise within the jurisdiction of the Association;

(ii) Open space areas, including portions of lot 51 of COUNTY OF SAN DIEGO TRACT NO. 4626-1, in the County of San Diego, State of California, according to Map thereof No. 12601, filed with the County Recorder of San Diego County on April 18, 1990;

(iii) Walls, monumentation, landscaping and other improvements which may be located within monument wall easements transferred to the Association; and

(iv) Certain private drainage facilities within the Properties.

The Association may also enter into easement agreements for joint use and maintenance of private streets and private utilities by the Association and the owners of portions of the Properties and other land not within the jurisdiction of the Association.

**Section 8.** "Declarant" shall mean and refer to DAVIDSON COSCAN PARTNERS, a general partnership, and its successors and assigns, if Declarant assigns to such successors the rights of Declarant under this Declaration and if such successors assume any obligations of Declarant hereunder. Such assignment of rights need not include all of the original Declarant's rights. Any such assignment and assumption may result in there being more than one Declarant.

**Section 9.** "Declaration" shall mean and refer to this enabling Declaration of Restrictions as it may from time to time be amended.

**Section 10.** "First Mortgage" shall mean and refer to any person who holds a Mortgage which is not inferior in priority to any other Mortgage.

**Section 11.** "Golf Course" means the golf course improved or to be improved within:

Lots 24, 56 and portions of lot 51 of COUNTY OF SAN DIEGO TRACT NO. 4626-1, in the County of San Diego, State of California, according to Map thereof No. 12601, filed with the County Recorder of San Diego County on April 18, 1990; and

Parcels B and C as shown on Certificate of Compliance re-recorded March 28, 1991 as Document No. 1991-0138480, Official Records of San Diego County, California (being adjustments to lots 50 and 52 of TRACT NO. 4626-1). The legal descriptions of Parcels B and C are set forth on Exhibit "2" attached hereto.

The Golf Course will not be part of the Common Area and will not be owned by the Association.

**Section 12.** "Lot" shall mean and refer to any plot of land which is or has been made subject to this Declaration or another Declaration which requires the Lot Owner to be a member of the Association and is shown upon any recorded subdivision map of the Properties. Lot shall not refer to Common Area.

**Section 13.** "Mortgage" shall mean and refer to a deed of trust as well as a mortgage encumbering a Lot.

**Section 14.** "Mortgagee" shall mean and refer to the beneficiary of a deed of trust as well as the mortgagee of a mortgage encumbering a Lot.

**Section 15.** "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of fee simple title to any Lot which is a part of the Properties, including contract purchasers who have a possessory interest pursuant to their contract to purchase, and excluding contract sellers having such interest merely as security for the performance of an obligation.

**Section 16.** "Phase" shall mean and refer to those portions of the Properties which are covered by a separate Final Subdivision Public Report issued by the California Department of Real Estate. More than one Phase may be subject to the same Declaration of Annexation.

**Section 17.** "Properties" shall mean and refer to that certain real property located in the County of San Diego, State of California, referred to on the first page hereof and described on Exhibit "A" attached hereto.

## ARTICLE II

### PROPERTY RIGHTS IN COMMON AREA

**Section 1. Owner's Easements of Enjoyment.** The Common Area generally consists or will consist of private streets and certain landscaped and natural slopes and other open space. No active

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recreational use of the Common Area by Owners is contemplated other than as pedestrian trails. Use of the Common Area will be subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility or parking area situated upon the Common Area;

(b) Pursuant to the procedures set forth in the Association's Bylaws, the right of the Association to suspend the voting rights and right to use of the recreational facilities, if any, by an Owner for any period during which any assessment by the Association 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 reasonable written notice and an opportunity for a hearing before the Board as specified in the Bylaws;

(c) The right of the Association to establish and enforce reasonable rules and regulations pertaining to the use and enjoyment of the Common Area and any facilities thereon;

(d) The right of the Association to dedicate or transfer all or substantially all of its assets, including 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 a majority of each class of members. The granting of easements for utilities and sewer facilities to serve the project shall not require the consent of the members;

(e) The right of the Association to limit the number of guests of members and to limit or prevent the use of the Common Area by persons not in possession of a Lot;

(f) The right of the Association to grant exclusive use easements to Owners over, under, upon and across portions of the Common Area, and/or to adjust boundaries between the Common Area and one or more of the Lots, provided that the areas covered by an easement or boundary adjustment (i) adjoin the Owner's Lot and (ii) in the Board's opinion would not be used by other Owners;

(g) The right of the Association to grant easements and licenses to third persons (including, but not limited to, access easements appurtenant to property outside the Properties) provided that the same do not materially interfere with Owners' rights to use the Common Area.

(h) Subject to a concomitant obligation to restore, Declarant and its sales agents, employees and independent contractors shall have:

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(i) a non-exclusive easement over the Common Area for the purpose of making repairs to the Common Area or to residences on the Lots it owns, provided access thereto is otherwise not reasonably available, and for the purpose of constructing, marketing and maintaining the project, including residences on the Lots it owns and the Common Area;

(ii) the easements referred to herein, including those set forth in Sections 7 and 8 of the Article herein entitled "GENERAL PROVISIONS".

(1) Use of the private streets within the Common Area are subject to various easements, including easements which allow such private streets to be used by the Golf Course owners and their licensees and others.

**Section 2. Delegation of Use.** Subject to Section 1 above, any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on his Lot.

**Section 3. Transfer of Common Area.** The Common Area will be transferred to the Association subject to all covenants, conditions, restrictions, reservations, dedications and easements of record at the time of transfer.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS IN ASSOCIATION

**Section 1. Membership in Association.** Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot which is subject to assessment.

**Section 2. Classes of Membership.** The Association shall have two (2) classes of voting membership:

**Class A.** Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any one (1) Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

**Class B.** The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A mem-

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bership on the happening of any of the following events, whichever is the earliest to occur:

(i) Two (2) years following the original date of issuance by the California Department of Real Estate of the most recently issued final subdivision public report covering a Phase of the Properties; or

(ii) Four (4) years following the date of the original issuance by the California Department of Real Estate of the final subdivision public report covering Phase 1 of the Properties.

Notwithstanding anything herein stated to the contrary, no voting rights shall be attributable to a Lot unless the Association's annual assessments have commenced against the Lot.

#### ARTICLE IV

##### COVENANT FOR MAINTENANCE ASSESSMENTS TO ASSOCIATION

**Section 1. Creation of the Lien and Personal Obligation of Assessments.** The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association: (a) annual assessments or charges, and (b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, late charges and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, late charges and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

**Section 2. Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of its members and for the improvement and maintenance of the Common Maintenance Area and the Common Area.

**Section 3. Maximum Annual and Special Assessments.** The Board shall levy annual and special assessments sufficient to perform the obligations of the Association as provided in this Declaration and Bylaws; provided, however, except for assessment increases necessary for emergency situations, the Board may not impose an annual assessment that is more than twenty percent

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(20%) greater than the annual assessment for the Association's preceding fiscal year nor special assessments which in the aggregate exceed five percent (5%) of the budgeted gross expense of the Association for the fiscal year, without the approval of Owners casting a majority of the votes at a meeting or election of the Association conducted in accordance with Chapter 5 (commencing with §7510) of Part 3 of Division 2 of Title 1 of the California Corporations Code and §7613 of the California Corporations Code at which a quorum was present or participated. For purposes of this Section, "quorum" means more than fifty percent (50%) of the Owners. An emergency situation is any one of the following:

(a) An extraordinary expense required by an order of a court;

(b) An extraordinary expense necessary to repair or maintain the Properties or any part of it for which the Association is responsible where a threat to personal safety on the Properties is discovered;

(c) An extraordinary expense necessary to repair or maintain the Properties or any part of it for which the Association is responsible that could not have been reasonably foreseen by the Board in preparing and distributing the proforma operating budget under Section 1365 of the California Civil Code. However, prior to the imposition or collection of an assessment under this Subsection (c), the Board shall pass a resolution containing written findings as to the necessity of the extraordinary expense involved and why the expense was not or could not have been reasonably foreseen in the budgeting process, and the resolution shall be distributed to the members of the Association with the notice of assessment.

Written notice of the regular assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.

**Section 4. Special Assessments for Capital Improvements.**

In addition to the annual assessments authorized above and subject to the limitations stated above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Maintenance Area

and/or the Common Area, including fixtures and personal property related thereto.

**Section 5. Non-Lien Assessments.** Should an Owner or a Lot not be in compliance with this Declaration, the Articles, Bylaws or the rules and regulations of the Board, the Board may impose non-lien assessments against individual Owners as reasonable monetary penalties and/or to reimburse the Association for costs and expenses incurred in enforcing compliance by such Owner or his Lot. Such assessment may be imposed upon the vote of the Board after notice and an opportunity for a hearing which satisfies the requirements of Section 7341 of the California Corporations Code, as set forth in the Bylaws.

**Section 6. Uniform Rate of Assessment.** Both annual and special assessments (other than the special assessments referred to in Section 5 above) must be fixed at a uniform rate for all Lots and may be collected on a monthly basis, and the Owner of each Lot shall pay the same assessment amounts.

**Section 7. Uncompleted Facilities.** The Board may exclude from payment of Association assessments (against all Owners) that portion which is for the purpose of defraying expenses and reserves directly attributable to the existence of a Common Area improvement or Common Maintenance Area improvement that is not complete at the time assessments commence. Any such exemption from the payment of assessments attributable to an Association maintained facility shall be in effect only until the earliest of the following events:

- (a) A notice of completion of the improvement has been recorded; or
- (b) The improvement has been installed or placed into use.

**Section 8. Date of Commencement of Annual Assessments: Due Dates.** Except as stated below in the Section entitled "Model Homes," the annual assessments provided for herein shall commence as to all Lots within Phase 1 on the first day of the month following the close of sale of any such Lot by Declarant. The annual assessments provided for herein shall commence as to all Lots within subsequent Phases, respectively, on the first day of the month following the conveyance of the first Lot in each respective Phase to an Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of changes in the annual assessment shall be sent to every Owner subject thereto. Although the amount of assessments (other than special

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assessments) shall be determined annually, such assessments shall be due and payable on a monthly basis on the first day of each calendar month, unless the Board determines otherwise. No notice of annual assessments shall be required except for notices of changes in assessment amount or changes in due dates. Commencement of annual assessments against an additional Phase during the marketing period may cause the annual assessment amounts to change.

**Section 9. Model Homes.** The annual assessments shall not commence against those Lots which Declarant is using for model home purposes, regardless of the conveyance of such Lots until:

- (i) discontinuance of use of such Lot as a model home; or
- (ii) conveyance to an Owner of any non-model home Lot in the Phase in which the model home is located,

whichever first occurs. During the period of time commencing on the first day of the month after conveyance of a Lot being used by Declarant as a model home and ending on the date annual assessments commence against such Lot:

(i) Declarant shall be solely responsible to appropriately maintain in good appearance all portions of a Phase in which Lots are being used as model homes (the Board shall have the right to inspect any Common Area improvements within the Phase to determine that maintenance meets reasonable standards); and

(ii) Declarant shall pay to the Association that portion of the budgeted reserves for replacement of Common Area components which is applicable to each Lot being used for model home purposes within the Phase in which the model home which has been conveyed is located. "Budgeted reserves for replacement of Common Area components" means and refers to such amounts as are shown to be for such purpose on the budget submitted by Declarant to and approved by the California Department of Real Estate and actually put into use.

**Section 10. Effect of Nonpayment of Assessments; Remedies of the Association.** Any assessment made in accordance with this Declaration shall be a debt of the Owner of a Lot at the time the assessment is made. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum and the Association may impose late charges not exceeding the maximum amount allowed by California law for any assessment not paid within fifteen (15) days of its due date. The Association may bring an action at law

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against the Owner personally obligated to pay the same, and in addition thereto or in lieu thereof, except for assessments imposed pursuant to Section 5 above, the Association may foreclose the lien of a regular or special assessment against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

Any assessment not paid within fifteen (15) days after the due date shall be delinquent. Except for assessments imposed pursuant to Section 5 above, the amount of any such delinquent regular or special assessment, plus any other charges thereof, as provided for in this Declaration, shall be and become a lien upon the Lot when the Association causes to be recorded with the County Recorder of the County of San Diego, a Notice of Delinquent Assessment, which shall state the amount of such delinquent assessment and such other charges thereon as may be authorized by this Declaration, a description of the Lot against which the same has been assessed and the name of the record owner thereof. In addition, in order for such lien to be non-judicially foreclosed, the notice shall state the name and address of the trustee authorized by the Association to enforce the lien by sale. Such notice shall be signed by any officer of the Association. Upon payment of such delinquent assessment and charges in connection with which such notice has been so recorded, or other satisfaction thereof, the Association shall cause to be recorded a further notice stating the satisfaction and the release of the lien thereof.

Unless sooner satisfied and released, or the enforcement thereof initiated as hereinafter provided, such lien shall expire and be of no further force and effect one (1) year from the date of recordation of the Notice of Delinquent Assessment. The one (1) year period may be extended by the Association for not to exceed one (1) additional year by recording a written extension thereof.

Such lien may be enforced by sale by the Association, its attorney or other person authorized to make the sale, after failure of the Owner to pay such assessment in accordance with its terms, such sale to be conducted in accordance with the provisions of Sections 2924, 2924(b) and 2924(c) of the Civil Code, applicable to the exercise of powers of sale in Mortgages, or in any other manner permitted by law. The Association shall have the power to purchase the Lot at foreclosure sale and to hold, lease, mortgage and convey the same.

**Section 11. Subordination of the Lien to First Mortgages.**  
The lien of the assessments provided for herein, together with any interest, costs, late charges or fines pertaining thereto, shall be subordinate to the lien of any First Mortgage. Sale or

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transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of a First Mortgage shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereon.

#### ARTICLE V

#### ARCHITECTURAL REVIEW COMMITTEE

**Section 1. The ARC.** There shall be an initial ARC consisting of three (3) persons, each appointed by Declarant. Members of the Board may be appointed as ARC members but ARC members need not be Board members. Upon appointment or replacement of an ARC member, a notice thereof may be filed in the Official Records of the County of San Diego. Until one (1) year following the date of original issuance by the California Department of Real Estate of the Final Subdivision Public Report covering Phase 1 of the Properties, each ARC member shall be subject to removal at the direction of Declarant at any time and from time to time, and all vacancies on the ARC shall be filled by appointment of Declarant. Commencing one (1) year following the date of issuance of such Public Report and ending (i) on the fifth (5th) anniversary of the date of the first close of escrow for the retail sale of a Lot to an Owner, or (ii) on the date escrows have closed for the retail sale of 171 of the Lots within the Properties to Owners, whichever shall first occur, Declarant shall have the power to appoint two (2) of the members of the ARC and the Board shall have the power to appoint one (1) member thereof. Thereafter, the Board shall have the power to appoint all of the members of the ARC. Members of the ARC appointed by the Board shall be members of the Association. Members of the ARC appointed by Declarant need not be members of the Association. A majority of the ARC may designate a representative to act for it. Any member of the ARC may at any time resign therefrom and may record a resignation with the Office of the County Recorder of the County of San Diego. The "Retail sale" of a Lot shall mean the sale of a Lot by Declarant under authority of a final subdivision public report, issued by the California Department of Real Estate, to a Owner other than a successive Declarant.

**Section 2. No Improvement Without Approval.** No building or other structure or improvement, including, but not limited to, a room addition, landscaping, grading and fencing, shall be erected, placed or altered upon any Lot until the location and the complete plans and specifications thereof (including the color scheme of each building, fence and/or wall to be constructed or altered) have been approved in writing by the ARC. Any such approval may be made subject to conditions imposed by the ARC. It is not intended that the ARC have jurisdiction concerning any

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changes to the interior portions of any of the residences within the Properties. Reconstruction shall be subject to ARC approval and generally any structures which are reconstructed shall be of the same size, configuration and architectural theme as the original structure.

The ARC may, in its discretion, consult with architects, engineers and other professionals to assist it in rendering its decision. The reasonable cost of such consultations shall be borne by the Owner-applicant, and the ARC shall have the right to require such fees be paid in advance at the time a plan is submitted to the ARC. Such fee is in addition to the deposit required by the Section below entitled "Plans and Specifications; Fees; Violations".

In rendering its decisions, the ARC may consider esthetics, function, drainage, the affect on Common Area or Common Maintenance Area, the interests of the Owner requesting the proposed improvements as well as the interests of other Owners and other related matters which the ARC deems relevant. Plans and specifications of proposed improvements shall be accompanied by such additional information as the ARC may reasonably request. For example, the ARC shall have the right to require an Owner to submit an analysis of whether proposed improvements would impair the view from other residences or Lots. It is expressly recognized that the interests and considerations may at times be in conflict, and it shall be within the ARC's jurisdiction to resolve such conflicts in the manner it deems appropriate. For example, in balancing conflicting interests and desires of Owners, the ARC may approve proposed landscaping or other improvements which impair the view from another Lot or residence. The ARC shall be under no duty to preserve or protect particular views from any Lot or residence.

The ARC may provide one or more guidelines for the submission of plans and specifications, design of buildings, landscaping and other improvements. Any such guidelines may be amended by the ARC from time to time. Failure to comply with the requirements for ARC approval shall be deemed sufficient basis for the ARC to refuse to review the submission. No improvement shall be made which interferes with any easement encumbering any Lot. In the event the ARC fails to approve or disapprove the location, plans and specifications or other request made of it within thirty (30) days after the submission thereof to it, then such approval will not be required, provided any improvement so made conforms to all other conditions and restrictions herein contained and is in harmony with similar improvements erected within the Properties. No alteration shall be made in the exterior of any structure (including, but not limited to, color, design or openings of any building or other construction) unless written approval of said alteration shall have been obtained from the

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ARC. The grade, level or drainage characteristics of any Lot or portion thereof, shall not be altered without the prior written consent of the ARC. When the ARC issues an approval as provided for herein, a copy of the plans and specifications shall be returned to the ARC for permanent record. Nothing herein stated is intended to give the ARC architectural control over portions of the Common Maintenance Area or Common Area. The Common Maintenance Area and Common Area shall be managed and controlled by the Association and no improvements shall be built thereon or no changes made thereto without the prior written consent of the Board. The Declarant and/or the ARC shall have the right to require Owner or his or her contractor who will be constructing improvements on a Lot to name Declarant or the Association as an additionally insured party on a public liability and property damage insurance policy with limits of at least \$1,000,000.00 for a single occurrence.

**Section 3. Interpretations.** All questions of interpretation or construction of any of the terms or conditions in this Article V shall be resolved by the ARC, and its decision shall be final, binding and conclusive on all of the parties affected.

**Section 4. Failure to Comply.** In the event of the failure of any individual Owner to comply with a written directive or order from the ARC, then, in such event, the ARC shall have the right and authority to perform the subject matter of such directive or order, including, if necessary, the right to enter upon the Lot, and the cost of such performance shall be charged to the Owner of the Lot in question, which cost shall be due within five (5) days after receipt of written demand therefor, and may be recovered by the ARC in an action at law against such individual Owner.

**Section 5. Plans and Specifications; Fees; Violations.** When plans and specifications for the construction of improvements are submitted to the ARC pursuant to these restrictions, said submission shall, at the request of the ARC, be accompanied by a deposit of up to \$2,000.00 for construction of a home and up to \$200.00 for other improvements. The Board shall also have the right to use such sums to cover the cost of restoring or repairing any property that is damaged or destroyed as a result of construction activity on the Owner's Lot. In the event the construction deposit is inadequate to cover the cost of any such restoration or repair or if the construction deposit has been exhausted prior to completion of the improvements, an additional deposit in an amount reasonably determined by the ARC may be required as a condition of continued construction access to the Lot. Such sums shall be paid to guarantee that the construction site during the course of construction will be maintained reasonably free of debris at the end of each working day and that the construction will be completed and the Lot drainage swales and

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structures will correctly drain surplus water to the street or other approved locations, all as shown on the plans and specifications submitted to the ARC for approval. In the event of a violation of this restriction, the ARC may give written notice thereof to the 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 such notice, the ARC 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 corrective 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 ARC. Said deposit, or any part thereof remaining in the hands of the ARC at the completion of the construction work, shall be returned by the ARC to the person who made the deposit.

**Section 6. Inspection.** Inspection of work and correction of defects therein shall proceed as follows:

(a) Upon the completion of any work for which approved plans are required under this Article, the Owner shall give written notice of completion to the ARC.

(b) Within ninety (90) days thereafter, the ARC or its duly authorized representative, may inspect such improvement. If the ARC finds that such work was not done in substantial compliance with the approved plans, it shall notify the Owner in writing of such non-compliance within such ninety (90) day period, specifying the particulars of non-compliance, and shall require the Owner to remedy the same.

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

(d) If for any reason the ARC fails to notify the Owner of any non-compliance within ninety (90) days after receipt

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of said written notice of completion from the Owner, the improvement shall be deemed to be in accordance with said approved plans.

**Section 7. No Waiver.** The approval of the ARC to any proposals or plans and specifications or drawings for any work done or proposed or in connection with any other matter requiring the approval and consent of the ARC, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matter whatsoever subsequently or additionally submitted for approval or consent.

**Section 8. No Compensation.** The members of the ARC shall receive no compensation for services rendered, other than reimbursement by the Association for expenses incurred by them in the performance of their duties hereunder.

**Section 9. Painting.** All buildings and fences on any Lot which are of frame construction shall be painted or stained with at least two (2) coats upon completion, unless otherwise approved in writing by the ARC.

**Section 10. No Liability.** Neither Declarant nor the ARC, nor any member thereof, nor their duly authorized representatives shall be liable to the Association or to any Owner for any loss, damage or injury arising out of or in any way connected with the performance of the ARC's duties hereunder, unless due to the willful misconduct or bad faith of the ARC. The ARC shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes.

**Section 11. Variances.** The ARC may authorize variances from compliance with any of the architectural provisions of this Declaration, including, without limitation, restrictions upon height, size, setbacks, floor area or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental consideration may require. Such variances must be evidenced in writing, must be signed by at least two (2) members of the ARC, and shall become effective upon recordation in the Office of the County Recorder of the County of San Diego. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provision hereof covered by the variance, nor shall it affect in

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any way the Owner's obligation to comply with all governmental laws and regulations affecting his use of the premises, including, but not limited to, zoning ordinances and Lot setback lines or requirements imposed by the County of San Diego or any other governmental authority.

**Section 12. No Move-Ons.** No structure of any kind shall be moved from any other place onto any Lot without the prior written permission of the ARC.

**Section 13. Mandatory Landscaping.** Unless Declarant has provided front yard landscaping, each Owner shall, not later than ninety (90) days after the date he occupies his residence or ninety (90) days after close of his purchase escrow, whichever first occurs, prepare and submit to the ARC a landscaping plan for his Lot. If such plan is disapproved, a revised plan(s) shall be submitted seven (7) days after such disapproval, until a plan has been approved by the ARC. Each Owner shall install the improvements shown on his approved landscape plan within six (6) months after such residence becomes occupied.

#### **ARTICLE VI**

##### **DECLARANT EXEMPTION**

Declarant is exempt from the requirements of the preceding Article entitled "ARCHITECTURAL REVIEW COMMITTEE" both with respect to Lots owned by Declarant and with respect to Lots not owned by Declarant. Furthermore, nothing in this Declaration shall be understood or construed to:

(a) Prevent Declarant, or its contractors or subcontractors, from doing on any of the Properties owned by it whatever they determine to be necessary or advisable in connection with the completion of said work, including, without limitation, the alteration of construction plans and designs as Declarant deems advisable in the course of development; or

(b) Prevent Declarant, or its representatives, from erecting, constructing and maintaining on any of the Properties owned or controlled by Declarant, or its contractors or subcontractors, such structures as may be reasonably necessary for the conduct of its or their business of completing said work and establishing the Properties as a residential community and disposing of the same by sale, lease or otherwise; or

(c) Prevent Declarant, or its contractors or subcontractors, from conducting on any land owned or controlled by Declarant, its or their business of developing, subdividing, grading and constructing dwelling units and other improvements on

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the Properties as a residential community and of disposing of dwelling units thereon by sale, lease or otherwise; or

(d) Prevent Declarant, its contractors or subcontractors, from maintaining such sign or signs on any land owned or controlled by any of them as may be necessary in connection with the sale, lease or other marketing of Lots or dwelling units on the Properties; or

(e) Prevent Declarant, at any time prior to acquisition of title to a Lot by a purchaser from Declarant, to establish on that Lot additional licenses, reservations and rights of way to itself, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Properties; or

(f) Prevent Declarant from using any Lot owned or leased by it for model home display purposes or for real estate sales purposes during the period of time described in Section 1 of the Article herein entitled "USE RESTRICTIONS"; or

(g) Limit or interfere with the right of Declarant to subdivide or resubdivide any portion of the Properties nor to complete improvements to the Common Maintenance Area or Common Area nor to any Lot owned by Declarant nor to construct additional improvements as Declarant deems advisable in the course of selling the Properties, including constructing and maintaining on the Properties such structures and displays as may be reasonably necessary for the conduct of its business of completing the work of development of the Properties and disposing of the same by sale, lease or otherwise; or

(h) Require Declarant to seek or obtain ARC approval of any improvement constructed or placed by Declarant on any portion of the Properties owned by Declarant; or

(i) Limit the right of Declarant to non-exclusive use of the Common Area; provided, however, that such use shall not unreasonably interfere with the rights of enjoyment of the other Owners as provided herein.

Anything herein stated to the contrary notwithstanding, Declarant in exercising its rights under this Article shall not unreasonably interfere with the use of the Common Area by any Owner, and Declarant shall not unreasonably interfere with the use by an Owner of his Lot.



**ARTICLE VII****USE RESTRICTIONS**

**Section 1. Residential Purposes Only.** No Lot shall be used, except for residential purposes; provided, however, Declarant may use any of the Lots owned by it for model homes and sales office purposes until the sale by Declarant to Owners of all Lots.

**Section 2. New Building Only.** No building of any kind shall be moved from any other place onto any Lot, nor from one Lot to another Lot, without the prior written permission of the Board or the ARC.

**Section 3. Balconies and Decks.** No balcony or deck shall be higher above the ground than the highest dwelling floor level, except with the written approval of the Board or the ARC. No balcony or deck shall at any time be used for storage purposes and each shall at all times be kept in a neat and clean appearance and in good repair.

**Section 4. No Second-Hand Materials, Painting Required.** No secondhand materials shall be used in the construction of any building or other structure on any Lot without the prior written approval of the Board or the ARC. All buildings and fences which are of frame construction shall be painted or stained upon completion with the paint or stain coverage (including the number of coats) as provided in the approval of the plans therefor by the Board or the ARC.

**Section 5. Diligence in Construction Required.** The work of constructing and erecting any building or other structure shall be prosecuted diligently from the commencement thereof, and the same shall be completed within a reasonable time in accordance with the requirements herein contained. No outbuilding shall be completed prior to the completion of the dwelling, except that temporary storage and convenience facilities may be erected for workmen engaged in building a dwelling on the Lot, but such temporary facilities shall be removed as soon as the dwelling is completed.

**Section 6. No Antennae.** There shall be no outside television, radio antennae or satellite dish constructed, installed or maintained on any Lot for any purpose whatsoever without the consent of the Board or the ARC.

**Section 7. Drying Yards.** No drying yards (i.e. area for clothes drying) shall be permitted unless screened from all views exterior to the Lot on which the drying yard is located by fence,

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hedge or shrubbery, which screening and the adequacy thereof shall be subject to the approval of the Board or the ARC.

**Section 8. No Tents, Shacks or Vehicles.** No tent, shack, recreational vehicle, 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.

**Section 9. No Signs.** No sign shall be placed or displayed on any Lot, building or other structure other than (i) one (1) sign of customary and reasonable dimensions advertising a Lot for sale or lease, (ii) one (1) sign of customary and reasonable dimensions informing the public of the existence of a burglar alarm or similar device, if any, and (iii) numerals identifying the address of the residence on the Lot. No sign of a permanent nature shall be allowed except house numbers indicating the street address of such Lots. Anything herein to the contrary notwithstanding, so long as Declarant retains ownership of any Lot, it may erect such signs as it reasonably determines is necessary for the sales promotion of such Lots.

**Section 10. No Wells.** No well for the production of, or from which there is produced, water, oil or gas shall be operated upon any Lot, nor shall any machinery, appliance or structure be placed, operated or maintained thereon for use in connection with any trading, manufacturing or repairing business without the approval of the ARC. No slant drilling shall be permitted above a plane 500 feet below the surface of the land.

**Section 11. Animal Restrictions.** No animals, fowls, reptiles, insects or poultry shall be kept by any person within the Properties, except domestic dogs, cats, birds and fish may be kept as household pets on a Lot, provided that they do not, in the opinion of the Board, constitute an unreasonable nuisance to any other Owner. Any dispute as to whether a particular pet constitutes an unreasonable nuisance shall be arbitrated before the Board should the Board, in its discretion, accept such arbitration. No animals shall be kept, bred or raised within the Properties by any person for commercial purposes or in unreasonable quantities. All animals permitted herein to be kept shall be kept on a leash within the Properties when not within an enclosed area of a Lot. Each Owner of a pet shall be responsible for the removal of any waste from his pet.

**Section 12. No Commercial Activity.** No commercial business shall be conducted on any of the Lots, and nothing shall be done upon any Lot which may become an annoyance or nuisance to the neighborhood or other Lot Owners. No external speakers, bells or horns shall be permitted on any Lot. Nothing herein stated shall disallow installation of a burglar alarm system. Any Owner who

has an alarm system installed shall use reasonable care to prevent false alarm occurrences.

**Section 13. Drainage.** No structure, planting or other material shall be placed or permitted to remain, or other activities undertaken on any slope area or any other area within the Properties which might damage or interfere with established slope ratios, create erosion or sliding problems, or interfere with established drainage systems or patterns. Any area drains and other drainage facilities and systems not maintained by the Association shall be maintained by the Owner thereof in a neat, orderly and safe condition and in such a manner as to facilitate the orderly discharge of water by means of same.

As used herein, the term "drainage pattern and system" includes, but is not necessarily limited to, underground drain pipes and patterns of drainage in Lots or Common Area. The Owner of each Lot and the Association shall have the right to use the established drainage pattern and system for the purpose of draining his Lot and Common Area and improvements thereon; provided that such right of drainage shall not include the right to discharge noxious or offensive matter. Water from any Lot or Common Area and any improvements thereon may not drain or flow onto adjacent Lots or Common Area except to the extent provided for in the established drainage pattern and system. All slopes or terraces on any Lot or Common Area shall be maintained as provided herein so as to prevent any erosion thereof upon adjacent streets or adjoining property. Each Owner who grades his Lot shall provide for adequate drainage of his Lot so as not to interfere with any other Owner's use of his Lot or injure any portion of the Common Area.

**Section 14. Slope Control, Use and Maintenance.** Each Lot Owner will keep, maintain, water, plant and replant all slope banks located on such Owner's Lot (unless such slopes are located within the Common Maintenance Area), so as to prevent erosion and to create an attractive appearance. No structure, planting or other material shall be placed or permitted to remain or other activities undertaken on any of said slope banks 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 established drainage patterns and systems, or obstruct or retard the flow of water through drainage channels or established drainage patterns and systems.

**Section 15. Leasing of Lots.** Each Owner shall have the right to lease his Lot, provided that all such leases must be in writing and shall provide that the lease is subject in all respects to the provisions of this Declaration and to the Articles and Bylaws and that any failure of the lessee to comply with the provisions of each such document shall constitute a default under

the lease. A lessee shall have no obligation to the Association to pay assessments imposed by the Association nor shall any lessee have any voting rights in the Association. No Owner may lease his Lot or improvements thereon for hotel, motel, time share or transient purposes. Any lease which is either for a period of fewer than thirty (30) days or pursuant to which the lessor provides any services normally associated with a hotel, shall be deemed to be for transient or hotel purposes.

**Section 16. No Garage Conversions; Garage Doors.** Each garage shall be used for purposes of vehicular parking and no garage shall be used, changed or converted in any manner which prevents the parking of the Lot occupant's vehicles. Garage doors shall be closed at all times other than when a vehicle is entering or leaving the garage.

**Section 17. No Recreational Vehicles.** No boat, camper, trailer, motorhome or other type of recreational vehicle shall be parked on any Lot, private street or other portion of the Properties unless such recreational vehicle is completely screened from view from all streets within the Properties. Any parking of any motor vehicle on a private street shall comply with all requirements of the Fire Marshal of the Ramona Water District.

**Section 18. Equipment.** No automobile or other equipment may be dismantled, repaired or serviced on any Lot except in the garage. No structure on any Lot shall be permitted to fall into disrepair and all structures shall at all times be kept in good condition and repair, and adequately painted or otherwise finished.

**Section 19. Weeds, Rubbish, Sanitary Containers, Etc.** No weeds, rubbish, debris, objects or material of any kind shall be placed or permitted to accumulate upon any Lot which render such portion unsanitary, unsightly, offensive or detrimental to any other Lot in the vicinity thereof or its occupants. Trash, garbage, rubbish and other waste shall be kept only in sanitary containers. All service yards or service areas, clothesline areas, sanitary containers and storage piles on any Lot shall be enclosed or fenced in such a manner that such yards, areas, containers and piles will not be visible from any neighboring Lot or road. Sanitary containers may be set in areas prescribed by the Board for a reasonable period of time before and after scheduled trash pick up times.

**Section 20. Plants.** No plants or seeds infected with noxious insects or plant disease shall be brought upon, grown or maintained upon any Lot.

**Section 21. Landscaping.** All landscaping of every kind and character, including shrubs, trees, grass and other plantings, within any Lot shall be neatly trimmed, properly cultivated and continuously maintained by the Owner thereof in a neat and

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orderly condition and in a manner to enhance its appearance. The ARC shall have the right to require any Owner to remove, trim, top or prune any shrub, tree, bush, plant or hedge which the Board reasonably believes impedes the view of any other Lot Owner. No Owner shall remove, damage or otherwise change any landscaping within the Common Maintenance Area.

**Section 22. Right of Entry.** During reasonable hours and after reasonable notice, Declarant or any agent thereof, so long as Declarant is an Owner of at least twenty-five percent (25%) of the Lots, and the Association shall have the right to enter upon any Lot when necessary in connection with construction, maintenance or repair to the Common Area or the Common Maintenance Area or for the purpose of ascertaining whether or not the provisions of this Declaration are being complied with and such entries shall not be deemed trespasses.

**Section 23. Liability of Owners.** Each Owner shall be liable to the Association for any damage to the Common Maintenance Area and/or Common Area or to any of the equipment or improvements thereon which may be sustained by reason of the negligence or willful misconduct of said Owner or of his family, relatives, guests or invitees, both minor or adult.

**Section 24. Street Grades, Cuts and Fills.** Declarant reserves the right to make such cuts and fills as are necessary to grade the streets or private ways within the Properties whether dedicated or not dedicated to the County of San Diego or other political subdivision, in accordance with such grades as the County of San Diego or other political subdivision may establish, and the right to provide the necessary support and protection of streets so graded, including to slope upon abutting Lots. The Declarant may assign said rights or any of them to the Association.

**Section 25. Propane Storage Tanks.** Each Owner shall be allowed to install a propane storage tank on such Owner's Lot to serve such Owner's residence. Any such propane storage tank shall be screened from view from any street and shall at all times comply with all safety and other applicable legal requirements.

## ARTICLE VIII

### PROPANE GAS

**Section 1. The Grid System and Facility.** Declarant has or intends to cause gas pipes ("Grid System") to be installed within the private streets portion of the Common Area and to cause a propane storage tank and related equipment ("Facility") to be installed on a portion of lot 50 of COUNTY OF SAN DIEGO TRACT NO.

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4626-1, in the County of San Diego, State of California, according to Map thereof No. 12601, filed with the County Recorder of San Diego County on April 18, 1990.

**Section 2. Agreement With Coast Gas.** Declarant has entered into a Propane Gas Agreement with Coast Gas, Inc., a California corporation, which, among other matters, provides for:

(i) **Exclusive Right To Supply Through Grid.** Coast Gas, Inc. to be the exclusive supplier of propane gas through the Grid and Facility. This exclusive right will expire (i) two (2) years after close of escrow for 113 residential lots in the Properties to owners others than a successive Declarant or (ii) five (5) years after the first home occupancy of a Lot, whichever first occurs.

(ii) **Possible Purchase Of Facility.** Coast Gas, Inc. is required to purchase the Facility from Declarant under certain circumstances. However, approximately fifteen years later Coast Gas, Inc. is required to resell the Facility to the owner of Parcel A as shown on that certain Certificate of Compliance re-recorded March 28, 1991 as Document No. 1991-0138480, Official Records of San Diego County, California (being an adjustment of lot 62 of COUNTY OF SAN DIEGO TRACT 4626-1) (the "Commercial Land"). A legal description of Parcel A is set forth on Exhibit "2" attached hereto.

(iii) **Pricing Of Propane.** The Propane Gas Agreement sets forth maximum prices which Coast Gas, Inc. is allowed to charge.

**Section 3. Agreement With Declarant.** The Association has entered into an agreement with Declarant which provides for use of the Facility after the Coast Gas, Inc. no longer has the exclusive right to use the Facility. This agreement requires that the Association and the owner of the Commercial Land enter into another agreement with a propane supplier. The subsequent agreement must be satisfactory to both the Association and the owner of the Commercial Land.

**Section 4. Right To Have Individual Lot Propane Storage.** Each Owner shall have the right to install an individual propane storage tank on such Owner's Lot provided that (i) the storage tank is screened from view from any private or public street and (ii) the County approves the design and location of the storage tank. The ARC shall approve the installation of a propane storage tank on a Lot if these conditions are met.

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**ARTICLE IX****INSURANCE; RECONSTRUCTION**

**Section 1. Liability Insurance.** The Association shall procure and keep in force public liability insurance in the name of the Association and the Owners against any liability for personal injury or property damage resulting from any occurrence in or about the Common Maintenance Area or Common Area in an amount not less than \$300,000.00 in indemnity against the claim of one (1) person in one (1) accident or event and not less than \$1,000,000.00 against the claims of two (2) or more persons in one (1) accident or event, and not less than \$100,000.00 for damage to property.

**Section 2. Fidelity Bond.** At the request of any First Mortgagee or absent such request, should the Board deem it appropriate to do so, the Association shall maintain a fidelity bond in an appropriate amount naming the Association as obligee and insuring against loss by reason of the acts of the Board, officers and employees of the Association, and any management agent and its employees, whether or not such persons are compensated for their services.

**Section 3. Hazard Insurance Policy.** Should improvements be installed on the Common Area, the Association shall obtain and at all times keep in force a policy of hazard insurance with extended coverage and special form endorsements covering any buildings and other insurable improvements located on the Common Area. The proceeds from such insurance shall be paid to the Association which shall use such funds for reconstruction of the improvements which are covered by the insurance. It is not contemplated that any insurable improvements will be located on the Common Area.

**Section 4. Copies of Insurance Policies.** Copies of all such insurance policies (or certificates thereof showing the premiums thereon to have been paid) shall be retained by the Association and open for inspection by Owners at any reasonable time(s). All such insurance policies shall (i) provide that they shall not be cancellable by the insurer without first giving at least ten (10) days' prior notice in writing to the Association, and (ii) contain a waiver of subrogation by the insurer(s) against the Association, Board and Owners.

**Section 5. FNMA and FHLMC Requirements.** Anything contained herein to the contrary notwithstanding, the Association shall maintain such insurance coverage as may be required by the Federal National Mortgage Association ("FNMA") or the Federal Home Loan Mortgage Corporation ("FHLMC") so long as FNMA or FHLMC holds a Mortgage on or owns any Lot.

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**Section 6. Other Insurance.** Nothing stated in this Article shall be deemed to limit the amount or type of insurance which the Board may obtain on behalf of the Association.

#### **ARTICLE X**

#### **CONDEMNATION**

In the event the Common Area or any portion thereof shall be taken for public purposes by condemnation as a result of any action or proceeding in eminent domain, or shall be transferred in lieu of condemnation to any authority entitled to exercise the power of eminent domain, then the award or consideration for such taking or transfer shall be paid to and belong to the Association. No such sums shall be disbursed to the Owners (or their Mortgagees as their interests then appear) except on an equal basis. In the event the Common Area is destroyed or damaged, the Board shall cause the same to be reconstructed or repaired provided adequate insurance proceeds exist therefor; should insurance proceeds be deficient for such purposes, the Board may specially assess the Owners the amount of such deficiency provided that the requirements stated in Section 4 of Article IV hereof are met. No insurance proceeds shall be disbursed to the Owners (or their Mortgagees as their interests then appear) except on an equal basis.

#### **ARTICLE XI**

#### **COMMON MAINTENANCE AREA AND MAINTENANCE RESPONSIBILITIES**

**Section 1. Improvement of Common Maintenance Area.** Declarant may install those landscaping, hardscaping and other improvements as Declarant deems appropriate to that portion of the Common Maintenance Area.

**Section 2. Association Maintenance.** The Association shall, in perpetuity, maintain and provide for the maintenance of all the Common Area and Common Maintenance Area and all improvements thereon, including any private streets, parking facilities, private drainage systems, concrete terrace drains and desiltation/detention basins (if any) in good repair, appearance and working order.

The Association shall periodically overlay and seal the private streets on an as needed basis in order to keep the private streets in a good and safe condition. The Association shall provide landscaping and gardening to properly maintain and periodically replace when necessary the trees, plants, grass and other vegetation originally placed in the Common Area and Common Maintenance Area by Declarant. Should any portion of the Common

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Area or Common Maintenance Area lie within a Fuel Modification Zone, the Association shall maintain clear access to the same at all times and otherwise comply with all requirements of the Fire Marshal and the County of San Diego.

The Association shall have the right to enter onto any Lot (but not within the dwelling thereon) as may be necessary for the construction, maintenance or emergency repair of the Common Area or Common Maintenance Area or, if necessary, for the benefit of the Owners in common.

Unless the context clearly indicates otherwise, reference to "Common Maintenance Area" or "Common Area" in the maintenance provisions this Declaration or in the Bylaws, will refer to all areas the Association is obligated to maintain.

**Section 3. Maintenance Required by County.** The Association shall immediately respond to any reasonable demand by the County of San Diego Director of Planning and Land Use for maintenance of the Common Area or Common Maintenance Area. If such maintenance is not completed to the reasonable satisfaction of the Director within the time specified in such demand, the Director may cause such maintenance to be performed at the Association's expense, and the Association shall pay such costs within thirty (30) days of the demand therefor by the Director. The Association shall immediately use its authority to assess Owners, under the Article herein entitled "COVENANT FOR MAINTENANCE ASSESSMENTS TO Association" and under any provision of law authorizing the same, should the Association determine that it has insufficient funds to pay for such maintenance.

**Section 4. Owner Maintenance.** Each Owner shall, in perpetuity, keep and maintain in good repair and appearance all portions of his Lot and improvements thereon (other than any improvements within Common Maintenance Area), including, but not limited to, his residence, any private drainage system located within his Lot boundaries, any fence or wall and concrete terrace drains which are located on his Lot. The costs of maintenance and repair of fences and walls which are located at the boundary between Lots shall be shared equally by the Lot Owners; however, each Owner will be solely obligated to maintain the appearance of interior surfaces of such fences or walls. Each Owner shall also be solely obligated to maintain any fences or walls located between such Owner's Lot and Common Area or Common Maintenance Area, unless the instrument of conveyance of the Common Area or Common Maintenance Area states otherwise (the exteriors of certain perimeter and other walls and fences may be made part of the Common Maintenance Area). Fences and walls which are installed by Declarant between Lots or between Lots and Common Area or Common Maintenance Area shall be deemed to establish the boundary

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line between such Lots or Lots and Common Area or Common Maintenance Area.

The Owner of each Lot shall water, weed, maintain and care for the landscaping located on his Lot (other than the Common Maintenance Area, if any, the maintenance of which is the responsibility of the Association) so that the same presents a neat and attractive appearance. The Owner of each Lot shall keep and maintain the exterior of his residence in good condition and appearance at all times. No Owner shall interfere with or damage the Common Area or Common Maintenance Area nor interfere with or impede Declarant or the Association in connection with the maintenance thereof as provided herein.

**Section 5. Association's Right to Repair Neglected Lots.**

In addition to maintenance of the Common Area, in the event an Owner of any Lot should fail to maintain his Lot and improvements situated thereon in a manner satisfactory to the Board, the Association, after approval by two-thirds (2/3) vote of the Board, shall have the right through its agents and employees, to enter on said Lot and to repair, maintain and restore the Lot and exterior of the building and any other improvements erected thereon. However, no entry into a dwelling unit may be made without the consent of the Owner, and such entry shall be made only after not less than three (3) days notice has been given to the Owner. Such entry shall be made with as little inconvenience to the Owner as possible and any damage caused thereby shall be repaired by the Association. The cost of such exterior maintenance shall be added to and become a part of the assessment to which such Lot is subject. There is hereby created an easement in favor of the Association to enter onto each Lot which is subject to assessment hereunder to provide maintenance as hereinabove stated, subject to the foregoing notice and consent requirements.

Anything herein stated to the contrary notwithstanding, no entry shall be made to any Lot without the Owners's permission unless (i) such entry is necessary because of emergency or similar circumstances or (ii) pursuant to a court order confirming the authority of the Board to so enter the Lot pursuant to this Section.

**Section 6. Transfer of Common Maintenance Area to Association.** The Common Maintenance Area, if any, over portions of the Lots shall be conveyed by easement from Declarant to the Association prior to the conveyance of record by Declarant of such Lot to an Owner.

**Section 7. Liability For Damage To Public Improvements.** The Association shall be liable for any damage it or its agents may cause to public utilities which might result from the Associ-

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ation's repair or maintenance of the Common Area or Common Maintenance Area.

**Section 8. Open Space Easements.** Among other matters, the Common Area and Common Maintenance Area are subject to various open space easements granted to the County of San Diego. The Association shall at all times comply with the restrictions set forth in such easements, including, but not limited to, the restriction against construction and off-road vehicle activity set forth in such easements.

## **ARTICLE XII**

### **ANNEXATION**

**Section 1. By Association.** Additional residential property, Common Area and Common Maintenance Area may be annexed to the Properties and to the Declaration upon the vote or written assent of two-thirds (2/3) of the voting power of members of the Association, excluding the vote of Declarant. Upon such approval, the owner of the property wishing it to be annexed may file of record a Declaration of Annexation which shall extend the scheme of this Declaration to such property.

**Section 2. By Declarant.** Additional land within the Properties may be annexed as Lots and Common Area to the Declaration and to the jurisdiction of the Association, and additional Common Maintenance Area easements may be added to the Common Maintenance Area by Declarant without the consent of members of the Association or the Board at any time within three (3) years following the original issuance by the California Department of Real Estate of the most recently issued final subdivision public report for a Phase of the development of the Properties, provided that the annexation is in substantial conformance with the plan of phased development set forth in Recital B above. Such annexation need not be in the same order as set forth in Recital B nor consist of the same Lots and Common Area therein described, provided that the proposed annexation will not cause a substantial increase in assessments against existing Owners which was not disclosed in final subdivision public reports under which preexisting Owners purchased their Lots. Any number of phases may be described on the same Declaration of Annexation and the inclusion of more than one phase on any Declaration of Annexation shall not result in merger of such phases. Declarant shall have the right to deannex any Phase annexed by Declarant provided such deannexation occurs prior to the time of conveyance of any Lot within such Phase. Any such deannexation will be by means of a recorded Declaration of Deannexation executed by Declarant.

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**ARTICLE XIII****RIGHTS OF LENDERS**

**Section 1. Payments of Taxes or Premiums by First Mortgagees.** First Mortgagees may, jointly or severally, pay taxes or other charges which are in default and which may or have become a charge against the Common Area, unless such taxes or charges are separately assessed against the Owners, in which case, the rights of First Mortgagees shall be governed by the provisions of their deeds of trust. First Mortgagees may, jointly or severally, also pay overdue premiums on casualty insurance policies, or secure a new casualty insurance coverage on the lapse of a policy for the Common Area, and First Mortgagees making such payments shall be owed immediate reimbursement thereof from the Association. Entitlement to such reimbursement shall be reflected in an agreement in favor of any First Mortgagee who requests the same to be executed by the Association.

**Section 2. Priority of Lien of Mortgage.** No breach of the covenants, conditions or restrictions herein contained shall affect, impair, defeat or render invalid the lien or charge of any first Mortgage made in good faith and for value encumbering any Lot, but all of said covenants, conditions and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure or trustee's sale, or otherwise, with respect to a Lot.

**Section 3. Curing Defaults.** A Mortgagee who acquires title by judicial foreclosure, deed in lieu of foreclosure or trustee's sale shall not be obligated to cure any breach of the provisions of this Declaration which is noncurable or of a type which is not practical or feasible to cure. The determination of the Board made in good faith as to whether a breach is noncurable or not feasible to cure shall be final and binding on all Mortgagees.

**Section 4. Approval of First Mortgagees.** Unless at least sixty-seven percent (67%) of the First Mortgagees (based on one vote for each first Mortgage owned) have given their prior written approval, the Association shall not be entitled to:

(a) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area. The granting of easements pursuant to the Article above entitled "PROPERTY RIGHTS IN COMMON AREA" shall not be deemed a transfer within the meaning of this Subsection. Any restoration or repair of the Common Area after partial condemnation or damage due to an insurable event, shall be performed substantially in accordance with this Declaration and original plans and specifications unless other action is approved by eligible holders of Mortgages on Lots which have at least fifty-one percent (51%) of the votes

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of Lots subject to eligible Mortgage holders. "Eligible Mortgage holder" as used in this Article, means a holder of a first Mortgage on a Lot who has requested notice from the Association of those matters described in Section 5 below.

(b) Change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner.

(c) By act or omission, change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or exterior appearance of residences, the exterior maintenance of residences, the maintenance of Common Area walks or common fences and driveways, or the upkeep of lawns and plantings in the Common Maintenance Area and other portions of the project.

(d) Fail to maintain fire and extended coverage insurance on any buildings within the Common Area on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost).

(e) Use hazard insurance proceeds for losses to any portion of the Common Area for other than the repair, replacement or reconstruction of such Common Area.

(f) When professional management has been previously required by any eligible Mortgage holder, whether such entity became an eligible Mortgage holder at that time or later, any decision to establish self-management by the Association shall require the prior consent of at least sixty-seven percent (67%) of the voting power of the Association and the approval of eligible holders of Mortgages on Lots which have at least fifty-one percent (51%) of the votes of Lots subject to eligible Mortgage holders.

**Section 5. Notice to Eligible Mortgagees.** Upon written request to the Association identifying the name and address of the holder and the Lot number or address, any eligible Mortgage holder will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the project or any Lot on which there is a First Mortgage held by such eligible Mortgage holder.

(b) Any delinquency in the payment of assessments or charges owed by an Owner subject to a First Mortgage held by such eligible holder which remains uncured for a period of sixty (60) days.

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(c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

(d) Any proposed action which would require the consent of a specified percentage of eligible Mortgage holders as specified above.

**Section 6. Documents to be Available.** The Association shall make available to Owners and Mortgagees, and holders, insurers or guarantors of any First Mortgage, current copies of the Declaration, the Bylaws, other rules concerning the project and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances. The holders of fifty-one percent (51%) or more of First Mortgages shall be entitled to have an audited statement for the immediately preceding fiscal year prepared at their expense if one is not otherwise available. Any such financial statement so requested shall be furnished within a reasonable time following such request.

**Section 7. Conflicts.** In the event of any conflict between any of the provisions of this Article and any of the other provisions of this Declaration, the provisions of this Article shall control.

#### **ARTICLE XIV**

##### **GENERAL PROVISIONS**

**Section 1. Enforcement.** The Association, Declarant and any Owner shall have the right to enforce, by any proceedings at law or in equity, all restrictions, covenants and reservations now or hereafter imposed by the provisions of this Declaration. Failure by the Association or any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violations and/or to recover damages.

**Section 2. County Enforcement.** The County of San Diego shall have the right, but not the obligation, to enforce by any proceedings at law or in equity the Section above entitled "ASSOCIATION MAINTENANCE".

**Section 3. Severability.** Should any provision in this Declaration be void or become invalid or unenforceable in law or equity by judgment or court order, the remaining provisions hereof shall be and remain in full force and effect.

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**Section 4. Restriction on Transfer of Common Area.** It is hereby acknowledged and recognized that the County of San Diego, in its approval of COUNTY OF SAN DIEGO TRACT NO. 4626, has relied upon the continuing ownership of the Common Area by the Association and the Association's continuing obligation to maintain the same to the standards herein set forth. Therefore, the Association shall not transfer fee ownership to the Common Area without the prior written consent of the Director of Planning and Land Use of the County of San Diego; provided, however, such approval shall not be required for the transfer of Common Area to any public utility or governmental entity for utility or public use; nor shall any such approval be required for transfers of portions of the Common Area which may become portions of a Lot(s) by reason of a boundary adjustment approved by the County.

**Section 5. Amendments.** During the period of time prior to conversion of the Class B membership to Class A membership, this Declaration may be amended by an instrument in writing signed by the secretary of the Association certifying that at least sixty-seven percent (67%) of the voting power of each class of members of the Association have approved such amendment, which amendment shall become effective upon the recording thereof by the Office of the County Recorder of the County of San Diego, California. After conversion of the Class B membership in the Association to Class A membership, the Declaration may be amended by an instrument in writing signed by the secretary of the Association certifying that at least (i) sixty-seven percent (67%) of the total voting power of the Association, and (ii) at least sixty-seven percent (67%) of the voting power of members of the Association other than Declarant have approved such amendment. Anything contained herein to the contrary notwithstanding, no amendment material to a Mortgagee may be made to this Declaration without the prior written consent of fifty-one percent (51%) or more of the Mortgagees of First Mortgages encumbering Lots within the Properties (based upon one vote for each such Mortgagee); provided, however, that each Mortgagee has informed the Association in writing of its appropriate address. For purposes hereof, any amendments to provisions of this Declaration governing any of the following subjects, shall be deemed "material to a Mortgagee":

- (a) The fundamental purpose for which the project was created (such as a change from residential use to a different use).
- (b) Assessments, assessment liens and subordination thereof.
- (c) The reserve for repair and replacement of the Common Maintenance Area and the Common Area.
- (d) Property maintenance obligations.

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- (e) Casualty and liability insurance.
- (f) Reconstruction in the event of damage or destruction.
- (g) Rights to use the Common Maintenance Area and the Common Area.
- (h) Annexation.
- (i) Voting.
- (j) Any provision which, by its terms, is specifically for the benefit of the First Mortgagees, or specifically confers rights on First Mortgagees.

Any First Mortgagee shall be deemed to have approved an amendment to this Declaration if such First Mortgagee fails to submit a written response to any written proposal for an amendment within 30 days after such First Mortgagee receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested.

The percentage of voting power necessary to amend a specific clause or provision of this Declaration shall not be less than any percentage of affirmative votes prescribed for action to be taken under that clause.

No amendment shall be made to the Section of this Declaration entitled "ASSOCIATION MAINTENANCE" or to any other provision hereof which expressly benefits the County nor shall any provisions be added, amended or deleted so as to be inconsistent with provisions expressly benefitting the County, without the prior approval of the Director of Planning and Land Use of the County of San Diego.

**Section 6. Extension of Declaration.** Each and all of these covenants, conditions and restrictions shall terminate on December 31, 2050, after which date they shall automatically be extended for successive periods of ten (10) years unless the Owners have executed and recorded at any time within six (6) months prior to December 31, 2050, or within six (6) months prior to the end of any such ten (10) year period, in the manner required for a conveyance of real property, a writing in which it is agreed that said restrictions shall terminate on December 31, 2050 or at the end of any such ten (10) year period.

**Section 7. Encroachments.** Each Lot within the Properties is hereby declared to have an easement over all adjoining property (including Lots, Common Maintenance Area and Common Area) for the purpose of:

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(a) Accommodating minor encroachments due to original engineering or surveying errors, errors in original construction, errors in reconstruction or repair in accordance with plans and specifications approved by the ARC, or settlement or shifting or movement of a building or other structure.

(b) Maintaining and repairing such encroachments.

(c) Accepting water from the established drainage patterns and systems referenced herein or as otherwise allowed.

Each Owner agrees for himself and his heirs, successors, executors, administrators and assigns, and the Association agrees, for itself, its successors and assigns, that each will permit free access at reasonable times and upon reasonable notice by the party for whose benefit an easement has been created hereunder for the purpose of exercising his rights under this Section.

**Section 8. Reservations of Easements by Declarant.** Declarant hereby reserves the following easements:

(a) There is hereby reserved by Declarant, together with the right to grant and transfer the same, easements over the Properties for the installation, maintenance, service, repair, reconstruction and replacement of electric, telephone, cable television, water, gas, sanitary sewer lines and drainage facilities as shown on the recorded tract of the Properties.

(b) There is hereby reserved by Declarant, including, without limitation, its sales agents, representatives and prospective purchasers of Lots, together with the right of Declarant to grant and transfer the same, non-exclusive easements over the Common Maintenance Area and Common Area for construction, display, sales offices, incidental parking and exhibit purposes in connection with the construction, development and sale of residential Lots within the Properties and for other related purposes. Anything herein stated to the contrary notwithstanding, Declarant in exercising its rights under this Section shall not unreasonably interfere with the use of the Common Area by any Owner, and Declarant shall not unreasonably interfere with the use by an Owner of his Lot. This easement shall expire three (3) years after commencement of the Association's annual assessments for Phase 1, 2 or 3, whichever last occurs.

(c) There is hereby reserved by Declarant, together with the right to grant and transfer the same, the following rights and easements over the Lots and Common Area with respect to the fairways, rough and playing areas of the Golf Course located or to be located within the Properties:

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(i) The right of the owners, members, and other persons authorized to use the Golf Course to cross the private streets within the Common Area with golf carts over golf cart paths provided by Declarant; Declarant shall have the right from time to time to change the locations of the golf cart paths;

(ii) The right of the owner of the Golf Course and other authorized persons to cross private streets within the Common Area in order to maintain the Golf Course and other areas which the Golf Course owner may be obligated to maintain;

(iii) The right of the owners, members and other persons authorized to use the Golf Course to do those acts which are appropriate to permit golf course play, regardless of the burden, inconvenience or damage resulting from such activities provided that such activities reasonably arise out of or would reasonably be expected because of the proximity of the Golf Course to the nearby residential uses.

Each Owner hereby waives any right to make a claim for damages or injury against the Association, Declarant, the owner of the Golf Course, or any of their officers, directors, employees, consultants or agents, with respect to activities which reasonably arise out of or would reasonably be expected because of the proximity of the Golf Course to the nearby residential uses. This waiver applies to but is not limited to claims which might arise by reason of errant golf balls.

**Section 9. Special Responsibilities of Association.** In the event that the improvements to be installed by Declarant to the Common Area of a particular Phase have not been completed prior to the issuance by the California Department of Real Estate of a Final Subdivision Public Report covering the Phase, and in the further event that the Association is the obligee under a bond to secure performance by the Declarant to complete such improvements, then if such improvements have not been completed and a Notice of Completion filed within sixty (60) days after the completion date specified in the Planned Construction Statement appended to the bond, the Board shall consider and vote upon the question of whether or not to bring action to enforce the obligations under the bond. If the Association has given an extension in writing for the completion of any such improvement, then the Board shall consider and vote on said question if such improvements have not been completed and a Notice of Completion filed within thirty (30) days after the expiration of the extension period. In the event that the Board determines not to take action to enforce the obligations secured by the bond, or does not vote on the question as above provided, then, in either such

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event, upon petition signed by members representing five percent (5%) or more of the voting power of the Association (excluding the voting power of Declarant), the Board shall call a special meeting of the members of the Association to consider the question of overriding the decision of the Board or of requiring the Board to take action on the question of enforcing the obligations secured by the bond. Said meeting of members shall be held not less than thirty-five (35) days nor more than forty-five (45) days following receipt of the petition. At said meeting a vote of a majority of the voting power of the members of the Association, excluding the vote of Declarant, to take action to enforce the obligations under the bond shall be deemed to be the decision of the Association, and the Board shall thereafter implement the decision by initiating and pursuing appropriate action in the name of the Association.

**Section 10. Litigation.** In the event the Association, Declarant or any Owner shall commence litigation to enforce any of the covenants, conditions or restrictions herein contained, the prevailing party in such litigation shall be entitled to costs of suit and such attorney's fees as the Court may adjudge reasonable and proper. The "prevailing party" shall be the party in whose favor a final judgment is entered.

IN WITNESS WHEREOF, the undersigned, being Declarant herein, has set its hand and seal as of the date first hereinabove written.

DAVIDSON COSCAN PARTNERS, a general partnership

By: THE DAVIDSON COMPANY, a California corporation, a general partner

By: \_\_\_\_\_

 **George W. Walker II,**  
Vice President

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

On this 25<sup>th</sup> day of March, 1991, before me, Cathy L. Samuels, a Notary Public in and for said state, personally appeared GEORGE W. WALKER II, personally known to me (or proved to me on the basis of satisfactory evidence) to be the Vice President of THE DAVIDSON COMPANY, the corporation that executed the within instrument and known to me to be the person who executed the within instrument on behalf of said corporation, said corporation being known to me to be one of the partners of DAVIDSON COSCAN PARTNERS, the partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same.

WITNESS my hand and official seal.

Cathy L. Samuels  
NOTARY PUBLIC



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**EXHIBIT "A"****The Properties****PARCEL 1:**

LOTS 1 THROUGH 62 INCLUSIVE, OF COUNTY OF SAN DIEGO TRACT NO. 4626-1, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 12601, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, APRIL 18, 1990.

**PARCEL 2:**

LOTS 63 THROUGH 116 INCLUSIVE, OF COUNTY OF SAN DIEGO TRACT NO. 4626-2, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 12686, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, AUGUST 16, 1990.

**PARCEL 3:**

LOTS 117 THROUGH 220 INCLUSIVE, OF COUNTY OF SAN DIEGO TRACT NO. 4626-3, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 12754, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DECEMBER 10, 1990.

THE BOUNDARIES OF SOME OF THE LOTS MAY HAVE BEEN OR MAY BE ADJUSTED.

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**EXHIBIT "B"**  
**TO DECLARATION OF RESTRICTIONS**  
**FOR MT. WOODSON RESIDENTIAL COMMUNITY**

Phase No.	Number of Residential Lots	Tract	Residential Lots	Street Lots	Open Space <sup>1</sup>
1	48	4626-1	1-23; 25-27; 32-49	58, 59, 60	54
		<sup>2</sup>	Parcels A, B, C and D <sup>2</sup>		
		<sup>3</sup>		Parcel "D" <sup>3</sup>	
2	47	4626-2	63-73; 76-94; 98-103; 105-110	111, 112, 113, 116	114
		<sup>4</sup>	Parcels A and B <sup>4</sup>		
		<sup>5</sup>	Parcels A, B and C <sup>5</sup>		
		4626-1		61	
3	94	4626-3	117-208	210-215	216, 217, 218, 219
		<sup>6</sup>	Lot 104 <sup>6</sup>		
		4626-1			Portion of Lot 51 <sup>7</sup>

**Footnotes:**

<sup>1</sup> Exclusive of Common Maintenance Area easements.

<sup>2</sup> Parcels A, B, C and D shown on Certificate of Compliance re-recorded July 19, 1990, File/Page No. 90-391873, Official Records of San Diego County, California, and legally described on Exhibit "1" attached hereto (boundary adjustments of former lots 28, 29, 30 and 31 of TRACT 4626-1).

<sup>3</sup> An easement to Parcel D of Certificate of Compliance re-recorded March 28, 1991, Document No. 1991-0138480, Official Records of San Diego County, California (an adjustment of former lot 57 of TRACT 4626-1). The legal description of Parcel D is set forth on Exhibit "2" attached hereto.

<sup>4</sup> Parcels A and B shown on Certificate of Compliance recorded March 1, 1991, Document No. 1991-0090028, Official Records of San Diego County, California (boundary adjustments of former lots 74 and 75 of TRACT 4626-2).

<sup>5</sup> Parcels A, B and C shown on Certificate of Compliance recorded March 1, 1991, Document No. 1991-0090027, Official Records of San Diego County, California (boundary adjustment of former lots 95, 96 and 97 of TRACT 4626-2).

<sup>6</sup> Lot 104, TRACT 4626-2, to be divided by means of a Parcel Map or Certificate of Compliance not yet recorded.

<sup>7</sup> An easement to a portion of lot 51, TRACT 4626-1.

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## EXHIBIT "1"

## PARCEL A :

THAT PORTION OF LOT 28 OF COUNTY OF SAN DIEGO TRACT NO. 4626-1, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 12601, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, APRIL 18, 1990, LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 28; THENCE SOUTH  $20^{\circ}35'00''$  EAST, 79.91 FEET; THENCE SOUTH  $07^{\circ}04'00''$  EAST, 27.73 FEET TO A POINT ON THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF LOT 31 OF SAID MAP NO. 12601; THENCE SOUTH  $66^{\circ}23'36''$  WEST ALONG SAID EASTERLY PROLONGATION 19.62 FEET TO THE SOUTHEAST CORNER OF SAID LOT 31; THENCE SOUTH  $16^{\circ}52'00''$  EAST 81.36 FEET; THENCE SOUTH  $15^{\circ}30'00''$  WEST, 36.43 FEET TO THE SOUTHWEST CORNER OF LOT 29 OF SAID MAP NO. 12601.

## PARCEL B :

THAT PORTION OF LOT 29 OF COUNTY OF SAN DIEGO TRACT NO. 4626-1, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 12601, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY APRIL 18, 1990, LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE NORTHWEST CORNER OF LOT 28 OF SAID MAP NO. 12601; THENCE SOUTH  $20^{\circ}35'00''$  EAST, 79.91 FEET; THENCE SOUTH  $07^{\circ}04'00''$  EAST, 27.73 FEET TO A POINT ON THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF LOT 31 OF SAID MAP NO. 12601; THENCE SOUTH  $66^{\circ}23'36''$  WEST ALONG SAID EASTERLY PROLONGATION 19.62 FEET TO THE SOUTHEAST CORNER OF SAID LOT 31; THENCE SOUTH  $16^{\circ}52'00''$  EAST, 81.36 FEET; THENCE SOUTH  $15^{\circ}30'00''$  WEST 36.43 FEET TO THE SOUTHWEST CORNER OF SAID LOT 29.

## PARCEL C :

THOSE PORTIONS OF LOTS 28, 29 AND 30 OF COUNTY OF SAN DIEGO TRACT NO. 4626-1, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 12601, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, APRIL 18, 1990, LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 28; THENCE SOUTH 20°35'00" EAST 79.91 FEET; THENCE SOUTH 07°04'00" EAST 27.73 FEET TO A POINT ON THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF LOT 31 OF SAID MAP NO. 12601; THENCE SOUTH 66°23'36" WEST, ALONG SAID EASTERLY PROLONGATION 19.62 FEET TO THE SOUTHEAST CORNER OF SAID LOT 31; SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 16°52'00" EAST, 81.36 FEET; THENCE SOUTH 15°30'00" WEST, 38.43 FEET TO THE SOUTHWEST CORNER OF SAID LOT 29.

**PARCEL D :**

THOSE PORTIONS OF LOTS 28 AND 31 OF COUNTY OF SAN DIEGO TRACT NO. 4628-1, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 12601, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY APRIL 18, 1990, LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 28; THENCE SOUTH 20°35'00" EAST 79.91 FEET; THENCE SOUTH 07°04'00" EAST 27.73 FEET TO A POINT ON THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID LOT 31; THENCE SOUTH 66°23'36" WEST ALONG SAID EASTERLY OCEANSIDE 19.62 FEET TO THE SOUTHEAST CORNER OF SAID LOT 31.



## EXHIBIT "2"

## PARCEL A:

THAT PORTION OF LOT 62 OF COUNTY OF SAN DIEGO TRACT NO. 4626-1, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 12601, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, APRIL 18, 1990, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 61 OF SAID MAP NO. 12601, SAID CORNER BEING A POINT ON A 380.00 FOOT RADIUS CURVE, CONCAVE WESTERLY, A RADIAL LINE TO SAID POINT BEARS SOUTH  $77^{\circ}46'09''$  EAST, SAID POINT ALSO BEING ON THE EASTERLY LINE OF SAID LOT 62; THENCE SOUTHERLY ALONG SAID EASTERLY LINE AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $4^{\circ}16'09''$  AN ARC DISTANCE OF 28.31 FEET; THENCE CONTINUING ALONG SAID EASTERLY LINE, AND TANGENT TO SAID CURVE, SOUTH  $16^{\circ}30'00''$  WEST 51.28 FEET TO A POINT-OF-CUSP FORMED BY THE INTERSECTION WITH A TANGENT 32.00 FOOT RADIUS CURVE, CONCAVE WESTERLY, A RADIAL LINE TO SAID POINT BEARS SOUTH  $73^{\circ}30'00''$  EAST, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID EASTERLY LINE OF LOT 62 AND NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $5^{\circ}06'47''$  AN ARC DISTANCE OF 2.86 FEET; THENCE TANGENT TO SAID CURVE, NORTH  $11^{\circ}23'13''$  EAST 53.79 FEET TO THE BEGINNING OF A TANGENT 45.00 FOOT RADIUS CURVE, CONCAVE EASTERLY; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $3^{\circ}51'50''$  AN ARC DISTANCE OF 3.03 FEET TO THE BEGINNING POINT OF A REVERSE 375.00 FOOT RADIUS CURVE, CONCAVE WESTERLY, A RADIAL LINE OF SAID CURVE TO SAID POINT BEARS SOUTH  $74^{\circ}44'57''$  EAST; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $4^{\circ}54'03''$  AN ARC DISTANCE OF 32.08 FEET TO THE BEGINNING POINT OF A COMPOUND 20.00 FOOT RADIUS CURVE, CONCAVE WESTERLY, A RADIAL LINE OF SAID CURVE TO SAID POINT BEARS SOUTH  $79^{\circ}39'00''$  EAST; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $39^{\circ}36'59''$  AN ARC DISTANCE OF 14.53 FEET TO THE BEGINNING POINT OF A REVERSE 50.00 FOOT RADIUS CURVE, CONCAVE EASTERLY, A RADIAL LINE OF SAID CURVE TO SAID POINT BEARS SOUTH  $58^{\circ}44'01''$  WEST; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $71^{\circ}51'08''$  AN ARC DISTANCE OF 62.70 FEET TO THE BEGINNING POINT OF A REVERSE 15.00 FOOT RADIUS CURVE, CONCAVE WESTERLY, A RADIAL LINE OF SAID CURVE TO SAID POINT BEARS SOUTH  $49^{\circ}24'51''$  EAST; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $42^{\circ}56'54''$  AN ARC DISTANCE OF 11.24 FEET TO THE BEGINNING POINT OF A COMPOUND 375.00 FOOT RADIUS CURVE, CONCAVE WESTERLY, A RADIAL LINE OF SAID CURVE TO SAID POINT BEARS NORTH  $87^{\circ}38'15''$  EAST; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $5^{\circ}01'07''$  AN ARC DISTANCE OF 32.85 FEET TO THE BEGINNING POINT OF A REVERSE 45.00 FOOT RADIUS CURVE, CONCAVE EASTERLY, A

RADIAL LINE OF SAID CURVE TO SAID POINT BEARS SOUTH  $82^{\circ}37'08''$  WEST; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $1^{\circ}13'21''$  AN ARC DISTANCE OF 0.98 FEET; THENCE TANGENT TO SAID CURVE, NORTH  $6^{\circ}09'31''$  WEST, 50.37 FEET TO THE BEGINNING OF A TANGENT 32.00 FOOT RADIUS CURVE, CONCAVE WESTERLY; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $9^{\circ}49'00''$  AN ARC DISTANCE OF 5.48 FEET TO A POINT-OF-CUSP FORMED BY THE INTERSECTION WITH A TANGENT 380.00 FOOT RADIUS CURVE, CONCAVE WESTERLY, A RADIAL LINE OF SAID CURVE TO SAID POINT BEARS NORTH  $74^{\circ}01'29''$  EAST, SAID POINT ALSO BEING ON SAID EASTERLY LINE OF SAID LOT 62; THENCE NORTHERLY ALONG SAID EASTERLY LINE AND SAID CURVE THROUGH A CENTRAL ANGLE OF  $12^{\circ}01'29''$  AN ARC DISTANCE OF 79.75 FEET; THENCE CONTINUING ALONG THE BOUNDARY OF SAID LOT 62 AND TANGENT TO SAID CURVE, NORTH  $28^{\circ}00'00''$  WEST, 251.73 FEET TO THE BEGINNING OF A TANGENT 180.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $68^{\circ}00'00''$  AN ARC DISTANCE OF 213.63 FEET; THENCE TANGENT TO SAID CURVE SOUTH  $84^{\circ}00'00''$  WEST 7.99 FEET TO THE BEGINNING OF A TANGENT 30.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $34^{\circ}33'37''$  AN ARC DISTANCE OF 18.10 FEET TO THE BEGINNING POINT OF A REVERSE 55.00 FOOT RADIUS CURVE, CONCAVE NORTHERLY, A RADIAL LINE OF SAID CURVE TO SAID POINT BEARS SOUTH  $40^{\circ}33'37''$  EAST; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $81^{\circ}22'12''$  AN ARC DISTANCE OF 78.11 FEET; THENCE SOUTH  $39^{\circ}20'00''$  WEST 69.96 FEET; THENCE SOUTH  $34^{\circ}30'00''$  EAST 65.10 FEET; THENCE SOUTH  $46^{\circ}45'00''$  EAST, 61.71 FEET; THENCE SOUTH  $42^{\circ}00'00''$  WEST 195.37 FEET; THENCE SOUTH  $64^{\circ}00'00''$  WEST 87.74 FEET; THENCE SOUTH  $28^{\circ}00'00''$  WEST 107.99 FEET; THENCE SOUTH  $28^{\circ}00'00''$  EAST 248.40 FEET; THENCE SOUTH  $13^{\circ}00'00''$  EAST 81.49 FEET; THENCE SOUTH  $82^{\circ}45'00''$  EAST 22.38 FEET; THENCE NORTH  $78^{\circ}00'00''$  EAST 170.00 FEET; THENCE SOUTH  $77^{\circ}00'00''$  EAST 190.00 FEET; THENCE NORTH  $62^{\circ}00'00''$  EAST 124.73 FEET; THENCE NORTH  $16^{\circ}30'00''$  EAST 36.39 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL B:

THAT PORTION OF LOT 50 OF COUNTY OF SAN DIEGO TRACT NO. 4626-1, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 12601, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, APRIL 18, 1990, TOGETHER WITH THOSE PORTIONS OF VISTA CASTLE DRIVE AS VACATED PER DOCUMENT RECORDED DECEMBER 12, 1990 AS RECORDER'S FILE/PAGE NO. 90-662304, SAID OFFICE OF THE COUNTY RECORDER, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF LOT 58 OF SAID MAP NO. 12601, SAID CORNER BEING A POINT ON A 420.00 FOOT RADIUS CURVE, CONCAVE WESTERLY, A RADIAL LINE OF SAID CURVE TO SAID POINT BEARS NORTH  $84^{\circ}41'34''$  EAST, SAID POINT ALSO BEING ON THE WESTERLY LINE OF SAID LOT 50; THENCE NORTHERLY ALONG SAID WESTERLY LINE AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $10^{\circ}40'05''$  AN ARC DISTANCE OF 78.20 FEET TO A POINT-OF-CUSP FORMED BY THE INTERSECTION WITH A TANGENT 32.00 FOOT RADIUS CURVE, CONCAVE EASTERLY, A RADIAL LINE OF SAID CURVE TO SAID POINT BEARS SOUTH  $74^{\circ}01'29''$  WEST, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID WESTERLY LINE OF LOT 50 AND SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL

ANGLE OF  $0^{\circ}44'46''$  AN ARC DISTANCE OF 0.42 FEET; THENCE TANGENT TO SAID CURVE, SOUTH  $16^{\circ}43'17''$  EAST 55.79 FEET TO THE BEGINNING OF A TANGENT 45.00 FOOT RADIUS CURVE, CONCAVE WESTERLY; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $9^{\circ}20'28''$  AN ARC DISTANCE OF 7.34 FEET TO THE BEGINNING POINT OF A COMPOUND 425.00 FOOT RADIUS CURVE, CONCAVE WESTERLY, A RADIAL LINE OF SAID CURVE TO SAID POINT BEARS NORTH  $82^{\circ}37'09''$  EAST; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $2^{\circ}43'19''$  A DISTANCE OF 20.19 FEET TO THE BEGINNING POINT OF A REVERSE 25.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY, A RADIAL LINE OF SAID CURVE TO SAID POINT BEARS SOUTH  $85^{\circ}20'28''$  WEST; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $85^{\circ}20'28''$  AN ARC DISTANCE OF 37.24 FEET; THENCE TANGENT TO SAID CURVE, EAST 83.74 FEET TO THE BEGINNING OF A TANGENT 95.00 FOOT RADIUS CURVE, CONCAVE NORTHERLY; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $11^{\circ}10'46''$  AN ARC DISTANCE OF 18.54 FEET; THENCE TANGENT TO SAID CURVE, NORTH  $78^{\circ}49'14''$  EAST 57.96 FEET TO THE BEGINNING OF A TANGENT 245.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $11^{\circ}52'58''$  AN ARC DISTANCE OF 50.81 FEET; THENCE TANGENT TO SAID CURVE, SOUTH  $89^{\circ}17'48''$  EAST 11.41 FEET TO THE BEGINNING OF A TANGENT 25.00 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $89^{\circ}57'31''$  AN ARC DISTANCE OF 39.25 FEET TO THE WESTERLY SIDELINE OF ARCHIE MOORE ROAD HAVING A WIDTH OF 42.00 FEET FROM CENTER LINE PER MAP NO. 12601; THENCE ALONG SAID SIDELINE AND THE EASTERLY LINE OF SAID LOT 50, NORTH  $0^{\circ}44'41''$  EAST 473.99 FEET; THENCE CONTINUING ALONG THE BOUNDARY OF SAID LOT 50, NORTH  $0^{\circ}41'33''$  EAST 931.82 FEET TO THE BEGINNING OF A TANGENT 1,958.00 FOOT RADIUS CURVE, CONCAVE WESTERLY; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $12^{\circ}21'50''$  AN ARC DISTANCE OF 422.52 FEET; THENCE NORTH  $89^{\circ}20'55''$  WEST 767.71 FEET; THENCE SOUTH 92.68 FEET; THENCE EAST 84.07 FEET; THENCE SOUTH 10.26 FEET; THENCE EAST 200.00 FEET; THENCE SOUTH 93.95 FEET; THENCE SOUTH  $71^{\circ}00'00''$  WEST 300.44 FEET; THENCE SOUTH  $76^{\circ}42'05''$  WEST 276.09 FEET; THENCE SOUTH  $89^{\circ}08'40''$  EAST 118.08 FEET; THENCE SOUTH  $45^{\circ}00'00''$  WEST 150.37 FEET; THENCE SOUTH  $83^{\circ}40'00''$  WEST 213.00 FEET; THENCE SOUTH  $80^{\circ}57'42''$  WEST 85.86 FEET; THENCE SOUTH  $83^{\circ}30'00''$  WEST 152.80 FEET; THENCE SOUTH  $8^{\circ}00'00''$  EAST 21.64 FEET TO THE BEGINNING OF A TANGENT 220.00 FOOT RADIUS CURVE, CONCAVE WESTERLY; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $13^{\circ}00'00''$  AN ARC DISTANCE OF 49.92 FEET; THENCE TANGENT TO SAID CURVE SOUTH  $5^{\circ}00'00''$  WEST 17.75 FEET TO THE BEGINNING OF A TANGENT 180.00 FOOT RADIUS CURVE, CONCAVE EASTERLY; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $15^{\circ}00'00''$  AN ARC DISTANCE OF 47.12 FEET; THENCE TANGENT TO SAID CURVE, SOUTH  $10^{\circ}00'00''$  EAST 64.43 FEET; THENCE NORTH  $80^{\circ}02'00''$  EAST 92.42 FEET; THENCE NORTH  $87^{\circ}00'00''$  EAST 306.00 FEET; THENCE NORTH  $85^{\circ}54'34''$  EAST 72.07 FEET; THENCE NORTH  $83^{\circ}00'00''$  EAST 234.00 FEET; THENCE SOUTH  $7^{\circ}00'00''$  EAST 102.02 FEET; THENCE SOUTH  $10^{\circ}00'00''$  WEST 23.18 FEET TO A POINT ON A NON-TANGENT 50.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY, A RADIAL LINE OF SAID CURVE TO SAID POINT BEARS NORTH  $10^{\circ}00'00''$  EAST; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $11^{\circ}27'40''$  AN ARC DISTANCE OF 10.00 FEET; THENCE NORTH  $21^{\circ}27'40''$  EAST 147.11 FEET; THENCE NORTH  $83^{\circ}00'00''$  EAST 88.43 FEET; THENCE SOUTH  $7^{\circ}30'00''$  EAST 699.43 FEET TO A POINT ON A NON-TANGENT 220.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY, A RADIAL LINE OF SAID CURVE TO SAID POINT BEARS NORTH  $21^{\circ}27'59''$  EAST; THENCE

SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $40^{\circ}33'01''$  AN ARC DISTANCE OF 155.70 FEET; THENCE TANGENT TO SAID CURVE, SOUTH  $28^{\circ}00'00''$  EAST 251.73 FEET TO THE BEGINNING OF A TANGENT 420.00 FOOT RADIUS CURVE, CONCAVE WESTERLY; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $12^{\circ}01'29''$  AN ARC DISTANCE OF 88.15 FEET TO THE TRUE POINT OF BEGINNING.

**PARCEL C:**

THOSE PORTIONS OF LOTS 52 AND 57 OF COUNTY OF SAN DIEGO TRACT NO. 4626-1, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 12601, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, APRIL 18, 1990, TOGETHER WITH THOSE PORTIONS OF VISTA CASTLE DRIVE AS VACATED PER DOCUMENT RECORDED DECEMBER 12, 1990, AS RECORDER'S FILE/PAGE NO. 90-662304, IN SAID OFFICE OF THE COUNTY RECORDER, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF LOT 61 OF SAID MAP NO. 12601, SAID CORNER BEING A POINT ON A 420.00 FOOT RADIUS CURVE, CONCAVE WESTERLY, A RADIAL LINE OF SAID CURVE TO SAID POINT BEARS SOUTH  $77^{\circ}46'09''$  EAST, SAID POINT ALSO BEING ON THE WESTERLY LINE OF SAID LOT 52; THENCE SOUTHERLY ALONG SAID WESTERLY LINE AND SAID CURVE, THROUGH A CENTRAL ANGLE OF  $4^{\circ}16'09''$  AN ARC DISTANCE OF 31.29 FEET; THENCE TANGENT TO SAID CURVE, SOUTH  $16^{\circ}30'00''$  WEST 51.28 FEET TO A POINT-OF-CUSP FORMED BY THE INTERSECTION WITH A TANGENT 32.00 FOOT RADIUS CURVE, CONCAVE EASTERLY, A RADIAL LINE OF SAID CURVE TO SAID POINT BEARS NORTH  $73^{\circ}30'00''$  WEST, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID WESTERLY LINE OF SAID LOT 52 NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $4^{\circ}59'32''$  AN ARC DISTANCE OF 2.79 FEET; THENCE TANGENT TO SAID CURVE, NORTH  $21^{\circ}29'32''$  EAST 53.06 FEET TO THE BEGINNING OF A TANGENT 45.00 FOOT RADIUS CURVE, CONCAVE WESTERLY; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $6^{\circ}14'28''$  AN ARC DISTANCE OF 4.90 FEET TO THE BEGINNING POINT OF A COMPOUND 425.00 FOOT RADIUS CURVE, CONCAVE WESTERLY, A RADIAL LINE OF SAID CURVE TO SAID POINT BEARS SOUTH  $74^{\circ}44'56''$  EAST; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $1^{\circ}33'25''$  AN ARC DISTANCE OF 11.55 FEET TO THE BEGINNING POINT OF A REVERSE 50.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY, A RADIAL LINE OF SAID CURVE TO SAID POINT BEARS NORTH  $76^{\circ}18'21''$  WEST; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $76^{\circ}18'21''$  AN ARC DISTANCE OF 66.59 FEET; THENCE TANGENT TO SAID CURVE, EAST 50.76 FEET TO THE BEGINNING OF A TANGENT 189.00 FOOT RADIUS CURVE, CONCAVE NORTHERLY; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $11^{\circ}10'46''$  AN ARC DISTANCE OF 32.97 FEET; THENCE TANGENT TO SAID CURVE, NORTH  $78^{\circ}49'14''$  EAST 55.34 FEET TO THE BEGINNING OF A TANGENT 140.00 FOOT RADIUS CURVE, CONCAVE NORTHERLY; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $8^{\circ}24'28''$  AN ARC DISTANCE OF 20.54 FEET TO THE BEGINNING POINT OF A REVERSE 105.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY, A RADIAL LINE OF SAID CURVE TO SAID POINT BEARS NORTH  $19^{\circ}35'14''$  WEST; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $15^{\circ}20'26''$  AN ARC DISTANCE OF 28.11 FEET TO THE BEGINNING POINT OF A COMPOUND 25.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY, A RADIAL LINE OF SAID CURVE TO SAID CURVE BEARS NORTH  $4^{\circ}14'48''$  WEST; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $93^{\circ}49'11''$

AN ARC DISTANCE OF 40.94 FEET TO THE WESTERLY SIDELINE OF ARCHIE MOORE ROAD HAVING A WIDTH OF 42.00 FEET FORM CENTERLINE PER MAP NO. 12601, SAID POINT ALSO BEING ON THE ARC OF A 642.00 FOOT RADIUS CURVE, CONCAVE EASTERLY, A RADIAL LINE OF SAID CURVE TO SAID POINT BEARS SOUTH  $89^{\circ}34'23''$  WEST, THENCE SOUTHERLY ALONG SAID CURVE AND THE EASTERLY LINE OF SAID LOT 52, THROUGH A CENTRAL ANGLE OF  $24^{\circ}32'15''$  AN ARC DISTANCE OF 274.94 FEET TO THE BEGINNING POINT OF A REVERSE 20.00 FOOT RADIUS CURVE, CONCAVE WESTERLY, A RADIAL LINE OF SAID CURVE TO SAID POINT BEARS NORTH  $85^{\circ}02'08''$  EAST; THENCE CONTINUING ALONG THE BOUNDARY OF SAID LOT 52 AND SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $81^{\circ}21'59''$  AN ARC DISTANCE OF 28.40 FEET TO THE BEGINNING POINT OF A REVERSE 680.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY, A RADIAL LINE OF SAID CURVE TO SAID POINT BEARS NORTH  $33^{\circ}35'53''$  WEST; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $8^{\circ}57'41''$  AN ARC DISTANCE OF 106.35 FEET; THENCE SOUTH  $60^{\circ}49'05''$  WEST 207.59 FEET; THENCE SOUTH  $34^{\circ}10'19''$  WEST 201.90 FEET; THENCE NORTH  $27^{\circ}00'00''$  WEST 298.97 FEET TO A POINT ON A NON-TANGENT 220.00 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY, A RADIAL LINE OF SAID CURVE TO SAID POINT BEARS SOUTH  $17^{\circ}30'00''$  EAST; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $56^{\circ}00'00''$  AN ARC DISTANCE OF 215.02 FEET; THENCE TANGENT TO SAID CURVE, NORTH  $16^{\circ}30'00''$  EAST 109.42 FEET TO THE TRUE POINT OF BEGINNING.

**PARCEL D:**

THOSE PORTIONS OF LOTS 50, 52, 57 AND 62 OF COUNTY OF SAN DIEGO TRACT NO. 4626-1, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 12601, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY APRIL 18, 1990, TOGETHER WITH THOSE PORTIONS OF VISTA CASTLE DRIVE AS VACATED PER INSTRUMENT RECORDED DECEMBER 12, 1990, RECORDER'S FILE/PAGE NO. 90-662304, IN SAID OFFICE OF THE COUNTY RECORDER, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 61 OF SAID MAP NO. 12601, SAID CORNER BEING A POINT ON 380.00 FOOT RADIUS CURVE, CONCAVE WESTERLY, A RADIAL LINE OF SAID CURVE TO SAID POINT BEARS SOUTH  $77^{\circ}46'09''$  EAST, SAID POINT ALSO BEING ON THE EASTERLY LINE OF SAID LOT 62; THENCE SOUTHERLY ALONG SAID EASTERLY LINE AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $4^{\circ}18'09''$  AN ARC DISTANCE OF 28.31 FEET; THENCE CONTINUING ALONG SAID EASTERLY LINE, AND TANGENT TO SAID CURVE, SOUTH  $16^{\circ}30'00''$  WEST 51.28 FEET TO A POINT-OF-CUSP FORMED BY THE INTERSECTION WITH A TANGENT 32.00 FOOT RADIUS CURVE, CONCAVE WESTERLY, A RADIAL LINE OF SAID CURVE TO SAID POINT BEARS SOUTH  $73^{\circ}30'00''$  EAST; THENCE LEAVING SAID EASTERLY LINE OF SAID LOT 62 AND NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $5^{\circ}06'47''$  AN ARC DISTANCE OF 2.86 FEET; THENCE TANGENT TO SAID CURVE, NORTH  $11^{\circ}23'13''$  EAST 53.79 FEET TO THE BEGINNING OF A TANGENT 45.00 FOOT RADIUS CURVE, CONCAVE EASTERLY; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $3^{\circ}51'50''$  AN ARC DISTANCE OF 3.03 FEET TO THE BEGINNING POINT OF A REVERSE 375.00 FOOT RADIUS CURVE, CONCAVE WESTERLY, A RADIAL LINE OF SAID CURVE TO SAID POINT BEARS SOUTH  $74^{\circ}44'57''$  EAST; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $4^{\circ}54'03''$  AN ARC DISTANCE OF 32.08 FEET TO THE BEGINNING POINT OF A COMPOUND 20.00 FOOT RADIUS CURVE, CONCAVE WESTERLY, A RADIAL LINE OF SAID CURVE TO SAID POINT

BEARS SOUTH  $79^{\circ}39'00''$  EAST; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $41^{\circ}36'59''$  AN ARC DISTANCE OF 14.53 FEET TO THE BEGINNING POINT OF A REVERSE 50.00 FOOT RADIUS CURVE, CONCAVE EASTERLY, A RADIAL LINE OF SAID CURVE TO SAID POINT BEARS SOUTH  $58^{\circ}44'01''$  WEST; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $71^{\circ}51'08''$  AN ARC DISTANCE OF 82.70 FEET TO THE BEGINNING POINT OF A REVERSE 15.00 FOOT RADIUS CURVE, CONCAVE WESTERLY, A RADIAL LINE OF SAID CURVE TO SAID POINT BEARS SOUTH  $49^{\circ}24'51''$  EAST; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $42^{\circ}56'54''$  AN ARC DISTANCE OF 11.24 FEET TO THE BEGINNING POINT OF A COMPOUND 375.00 FOOT RADIUS CURVE, CONCAVE WESTERLY, A RADIAL LINE OF SAID CURVE TO SAID POINT BEARS NORTH  $87^{\circ}38'15''$  EAST; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $5^{\circ}01'07''$  AN ARC DISTANCE OF 32.85 FEET TO THE BEGINNING POINT OF A REVERSE 45.00 FOOT RADIUS CURVE, CONCAVE EASTERLY, A RADIAL LINE OF SAID CURVE TO SAID POINT BEARS SOUTH  $82^{\circ}37'08''$  WEST; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $1^{\circ}13'21''$  AN ARC DISTANCE OF 0.96 FEET; THENCE TANGENT TO SAID CURVE, NORTH  $6^{\circ}09'31''$  WEST 50.37 FEET TO THE BEGINNING OF A TANGENT 32.00 FOOT RADIUS CURVE, CONCAVE WESTERLY; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $9^{\circ}49'00''$  AN ARC DISTANCE OF 5.48 FEET TO A POINT-OF-CUSP FORMED BY THE INTERSECTION WITH A TANGENT 380.00 FOOT RADIUS CURVE, CONCAVE WESTERLY, A RADIAL LINE OF SAID CURVE TO SAID POINT BEARS NORTH  $74^{\circ}01'29''$  EAST, SAID POINT ALSO BEING ON THE WESTERLY LINE OF LOT 58 OF SAID MAP; THENCE SOUTHERLY ALONG SAID WESTERLY LINE AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $10^{\circ}40'05''$  AN ARC DISTANCE OF 70.75 FEET TO THE MOST SOUTHERLY CORNER OF SAID LOT 58; THENCE LEAVING SAID CURVE AND CONTINUING ALONG THE BOUNDARY OF SAID LOT 58, NORTH  $84^{\circ}41'34''$  EAST 40.00 FEET TO A POINT ON A NON-TANGENT 420.00 FOOT RADIUS CURVE, CONCAVE WESTERLY, A RADIAL LINE OF SAID CURVE TO SAID POINT BEARS NORTH  $84^{\circ}41'34''$  EAST; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $10^{\circ}40'05''$  AN ARC DISTANCE OF 78.20 FEET TO A POINT-OF-CUSP FORMED BY THE INTERSECTION WITH A TANGENT 32.00 FOOT RADIUS CURVE, CONCAVE EASTERLY, A RADIAL LINE OF SAID CURVE TO SAID POINT BEARS SOUTH  $74^{\circ}01'29''$  WEST; THENCE LEAVING SAID BOUNDARY OF LOT 58 AND SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $0^{\circ}44'46''$  AN ARC DISTANCE OF 0.42 FEET; THENCE TANGENT TO SAID CURVE, SOUTH  $16^{\circ}43'17''$  EAST 55.79 FEET TO THE BEGINNING OF A TANGENT 45.00 FOOT RADIUS CURVE, CONCAVE WESTERLY; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $9^{\circ}20'26''$  AN ARC DISTANCE OF 7.34 FEET TO THE BEGINNING POINT OF A COMPOUND 425.00 FOOT RADIUS CURVE, CONCAVE WESTERLY, A RADIAL LINE OF SAID CURVE TO SAID POINT BEARS NORTH  $82^{\circ}37'09''$  EAST; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $2^{\circ}43'19''$  AN ARC DISTANCE OF 20.19 FEET TO THE BEGINNING POINT OF A REVERSE 25.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY, A RADIAL LINE OF SAID CURVE TO SAID POINT BEARS SOUTH  $85^{\circ}20'28''$  WEST; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $85^{\circ}20'28''$  AN ARC DISTANCE OF 37.24 FEET; THENCE TANGENT TO SAID CURVE, EAST 63.74 FEET TO THE BEGINNING OF A TANGENT 95.00 FOOT RADIUS CURVE, CONCAVE NORTHERLY; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $11^{\circ}10'46''$  AN ARC DISTANCE OF 18.54 FEET; THENCE TANGENT TO SAID CURVE, NORTH  $78^{\circ}49'14''$  EAST 57.96 FEET TO THE BEGINNING OF A TANGENT 245.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $11^{\circ}52'58''$  AN ARC DISTANCE OF 50.81 FEET; THENCE TANGENT TO SAID CURVE, SOUTH  $8^{\circ}17'48''$  EAST 11.41 FEET TO THE BEGINNING OF A TANGENT 25.00 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF

89°57'31" AN ARC DISTANCE OF 39.25 FEET TO A POINT-OF-CUSP ON THE  
 SIDELINE OF ARCHIE MOORE ROAD HAVING A WIDTH OF 42.00 FEET FROM CENTER  
 LINE PER MAP NO. 12801; THENCE ALONG SAID SIDELINE AND ALONG THE  
 EASTERLY BOUNDARY OF SAID LOT 52 SOUTH 0°44'41" WEST 102.88 FEET TO  
 THE BEGINNING OF A TANGENT 642.00 FOOT RADIUS CURVE, CONCAVE EASTERLY;  
 THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  
 1°10'18" AN ARC DISTANCE OF 13.13 FEET TO A POINT-OF-CUSP WITH A  
 TANGENT 25.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY, A RADIAL LINE  
 OF SAID CURVE TO SAID POINT BEARS NORTH 89°34'23" EAST; THENCE  
 NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 93°49'11"  
 AN ARC DISTANCE OF 40.94 FEET TO THE BEGINNING POINT OF A COMPOUND  
 105.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY, A RADIAL LINE OF SAID  
 CURVE TO SAID POINT BEARS NORTH 4°14'48" WEST; THENCE WESTERLY ALONG  
 SAID CURVE THROUGH A CENTRAL ANGLE OF 15°20'26" AN ARC DISTANCE OF  
 28.11 FEET TO THE BEGINNING POINT OF A REVERSE 140.00 FOOT RADIUS  
 CURVE, CONCAVE NORTHERLY, A RADIAL LINE OF SAID CURVE TO SAID POINT  
 BEARS SOUTH 19°35'14" EAST; THENCE WESTERLY ALONG SAID CURVE THROUGH A  
 CENTRAL ANGLE OF 8°24'28" AN ARC DISTANCE OF 20.54 FEET; THENCE  
 TANGENT TO SAID CURVE, SOUTH 78°49'14" WEST 55.34 FEET TO THE  
 BEGINNING OF A TANGENT 169.00 FOOT RADIUS CURVE, CONCAVE NORTHERLY;  
 THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°10'46"  
 AN ARC DISTANCE OF 32.97 FEET; THENCE TANGENT TO SAID CURVE, WEST  
 50.76 FEET TO THE BEGINNING OF A TANGENT 50.00 FOOT RADIUS CURVE,  
 CONCAVE SOUTHEASTERLY; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A  
 CENTRAL ANGLE OF 76°18'21" AN ARC DISTANCE OF 66.59 FEET TO THE  
 BEGINNING POINT OF A REVERSE 425.00 FOOT RADIUS CURVE, CONCAVE  
 WESTERLY, A RADIAL LINE OF SAID CURVE TO SAID POINT BEARS SOUTH  
 76°18'21" EAST; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL  
 ANGLE OF 1°33'25" AN ARC DISTANCE OF 11.55 FEET TO THE BEGINNING POINT  
 OF A COMPOUND 45.00 FOOT RADIUS CURVE, CONCAVE WESTERLY, A RADIAL LINE  
 OF SAID CURVE TO SAID POINT BEARS SOUTH 74°44'56" EAST; THENCE  
 SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 6°14'28" AN ARC  
 DISTANCE OF 4.90 FEET; THENCE TANGENT TO SAID CURVE, SOUTH 21°29'32"  
 WEST 53.06 FEET TO THE BEGINNING OF A TANGENT 32.00 FOOT RADIUS CURVE,  
 CONCAVE EASTERLY; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL  
 ANGLE OF 4°59'32" AN ARC DISTANCE OF 2.79 FEET TO A POINT-OF-CUSP  
 FORMED BY THE INTERSECTION WITH THE EASTERLY LINE OF SAID LOT 61;  
 THENCE ALONG THE BOUNDARY OF SAID LOT 61, NORTH 16°30'00" EAST 51.28  
 FEET TO THE BEGINNING OF A TANGENT 420.00 FOOT RADIUS CURVE, CONCAVE  
 WESTERLY; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  
 4°16'09" AN ARC DISTANCE OF 31.29 FEET TO THE MOST EASTERLY CORNER OF  
 SAID LOT 61; THENCE NORTH 77°46'09" WEST, 40.00 FEET TO THE POINT OF  
 BEGINNING.

**SUBORDINATION AGREEMENT**

RT HOLDINGS, INC., a Delaware corporation, being the beneficiary under that certain deed of trust recorded June 14, 1990 as File/Page No. 90-321859, with the Office of the County Recorder of the County of San Diego, California, hereby declares that the lien and charge of said deed of trust are and shall be subordinate and inferior to the Declaration of Restrictions to which this Subordination Agreement is attached.

RT HOLDINGS, INC. a Delaware corporation  
*RT Holdings, Inc., a Delaware corporation,*

By *Cecilia I. Doty*  
CECILIA I. DOTY  
its attorney-in-fact

By \_\_\_\_\_

Attorney-in-Fact for  
a Corporation

STATE OF CALIFORNIA )  
COUNTY OF SAN DIEGO)SS

On the 5th day of April, 1991, before me, the undersigned, a Notary Public in and for said country and state, personally appeared Cecilia I. Doty, known to me to be the person whose name is subscribed to the within instrument as the attorney-in-fact of RT Holdings, Inc., a Delaware corporation, and acknowledged to me that she subscribed the name of RT Holdings, Inc., a Delaware corporation, thereto as principal and her own name as attorney-in-fact.

WITNESS my hand and official seal.

*Adrianna Parker*

Notary Public on and for said country and state.

