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TITLE INSURANCE AND TRUST COMPANY
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RECORDER

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7/12/76

To be Recorded and When
Recorded Mail To:

Mr. Am K. Youngman
Santa Anita Development Corporation
363 San Miguel - P. O. Box 1880
Newport Beach, California 92660

DECLARATION OF ESTABLISHMENT OF PROTECTIVE
COVENANTS, CONDITIONS AND RESTRICTIONS AND
GRANT OF EASEMENTS

7 THIS DECLARATION AND GRANT is made as of July 12, 1976, by and between
8 between VONS REALTY CO., a California corporation, hereinafter called "Vons",
9 SAV-ON REALTY, INC., a California corporation, hereinafter called "Sav-On", and
10 SANTA ANITA DEVELOPMENT CORPORATION, hereinafter called "SDC". Vons,
11 Sav-On, and SDC are or are about to become owners of those certain parcels of land
12 which collectively comprise that certain shopping center located at the northeast corner
13 of Escondido Avenue and Santa Fe, City of Vista, County of San Diego, State of
14 California.

15 RECITALS:

- 16 1. Vons is or will become the owner of that certain parcel of land hereinafter
- 17 called "Parcel 4", which parcel is more particularly described in Exhibit A attached
- 18 hereto and by this reference made a part hereof.
- 19 2. Sav-On is or will become the owner of that certain parcel of land hereinafter
- 20 called "Parcel 2", which parcel is more particularly described in Exhibit A attached
- 21 hereto.
- 22 3. SDC is or will become the owner of those certain parcels of land hereinafter
- 23 called "Parcel 1", "Parcel 3", "Parcel 5", "Parcel 6", "Parcel 7", "Parcel 8",
- 24 "Parcel 9", "Parcel 10", and "Parcel 11", which parcels are more
- 25 particularly described in Exhibit A attached hereto.
- 26 4. All of the above mentioned parcels of land are hereafter collectively called
- 27 the "Entire Property", and together comprise that above referenced shopping center situated
- 28 in the City of Vista, County of San Diego, State of California.
- 29 5. The Entire Property is more particularly described in Exhibit A hereto and is
- 30 delineated on a plat map marked Exhibit B, attached hereto and by this reference made a
- 31 part hereof.
- 32 6. The purpose of this Declaration is to provide the parties hereto with the
- 33 assurance that the Entire Property will be developed pursuant to a general plan of improve-
- 34 ment as a shopping center and operated for the mutual benefit of the owners of any and all
- 35 portions of the Entire Property and their respective heirs, successors, assigns, grantees,
- 36 mortgagees, tenants, and subtenants.
- 37 7. Vons, Sav-On, and SDC do hereby establish the covenants, conditions and
- 38 restrictions hereinafter set forth and grant to each other to be appurtenant to the parcels of
- 39 the grantees the perpetual easements hereinafter described.

40 Section 1. Use in General (continued on page 2)

This instrument filed for record by Title Insurance and Trust Company as an accommodation only. It has not been examined as to its execution or as to its contents.

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1 Section 1. Use in General

2 1.1 The Entire Property shall be used for commercial purposes only, and for the
3 construction, operation, and maintenance of mercantile, business, and professional
4 establishments and related facilities, including vehicular parking areas, all as more
5 specifically described hereafter.

6 1.2 For the purpose of this Declaration, the Entire Property is divided into two
7 categories which relate to use, both of which are indicated on Exhibit B, and are hereinafter
8 referred to respectively as "Building Area", and "Common Area".

9 Section 2. Building Area

10 2.1. (a) No building shall be erected, placed, maintained, or substantially altered
11 on any part of the Entire Property until or unless the exterior appearance and coloring
12 thereof, specifically including but not limited to elevations, height, canopy design, and
13 dimensions, and location of other building projections shall have been approved by Vons,
14 Sav-On, and SDC, which approval may be delegated. Such approval shall not be
15 unreasonably withheld. In the event that either Vons, Sav-On, or SDC withhold such
16 approval and the owner of such building believes that such withholding of approval is
17 unreasonable, then this dispute shall be arbitrated in accordance with the laws of the State
18 of California. Vons, Sav-On, and SDC shall, upon giving such approval, evidence the
19 same by endorsing such approval upon a copy of the final specifications and the elevation
20 sheets of the working drawings for such building.

21 2.1. (b) Notwithstanding the above, all buildings constructed or altered that
22 substantially conform with the buildings within the shopping center of Vons, Sav-On, and
23 SDC of the Entire Property shall be approved.

24 2.2 The construction, establishment, and maintenance of buildings and other
25 structures upon the Entire Property shall be specifically confined and limited to within the
26 areas of the lands delineated as "Building Area" on Exhibit B attached hereto. Such lands
27 are hereinafter referred to as "Building Area".

28 Section 3. Common Area

29 3.1. For the purposes of this Declaration, all of the area within the Entire Property
30 to be used in common shall be referred to as "Common Area", and said Common Area shall
31 include all areas within the Entire Property other than Building Areas. Said Common Area
32 is shown on Exhibit B.

33 3.2 The Common Area shall be used only for the following purposes:

34 3.2. (a) The parking of passenger vehicles, and the pedestrian and vehicular
35 traffic of all persons who now own, hold, or hereafter own or hold portions of real property
36 within the Entire Property or any leasehold estate, or any other interest therein, or building
37 space thereon; and the respective heirs, successors, assigns, grantees, mortgagees, tenants,
38 or subtenants thereof; and the officers, directors, concessionaires, agents, employees,
39 customers, visitors, and other licensees and invitees of any of them.

40 3.2 (b) The ingress, egress, and regress of any of the above designated persons,

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1 and the vehicles thereof, to any and from any portion of the Common Area and the public
2 streets adjacent to the Common Area.

3 3.2. (c) The installation, maintenance, and operation within the confines of the
4 Common Area of public utilities services serving the Building Area, together with and
5 including vaults, man-holes, meters, pipelines, valves, hydrants, sprinkler controls,
6 conduits, and related facilities and sewage facilities, all of which (except hydrants) shall,
7 wherever reasonably feasible, be even with or below the surface; any poles or other above-
8 surface installation shall be located so that there shall be an unimpeded access for vehicles
9 and trucks to and from the public streets to the loading areas of the Building Area, and all
10 cross-arms and pole racks and the like attached thereto shall provide adequate clearance
11 for all pedestrians and vehicles.

12 3.2. (d) The movement of pedestrians and passenger vehicles between mercantile,
13 business, and professional establishments and occupants located or to be located within said
14 Building Area.

15 3.2. (e) The comfort and convenience of customers, visitors, invitees, licensees,
16 and patrons of mercantile, business, and professional establishments and occupants located
17 or to be located upon the Building Area or any portion thereof by such other facilities (as,
18 for example, mail boxes, public telephones, newspaper dispensers, benches) as said owners
19 and their respective heirs, successors, assigns, or grantees from time to time may deem
20 appropriate.

21 3.2. (f) The construction, maintenance, repair, replacement, rearrangement, and
22 reconstruction of parking sites or stalls, private streets, sidewalks, malls, ramps, driveways,
23 lanes, curbs, gutters, traffic control area, signals, traffic islands, traffic and parking
24 lighting facilities and (subject to appropriate governmental approval and to the conditions
25 precedent hereinafter described) two sign pylons (with appropriate underground electrical
26 connections), at the locations marked on Exhibit B. Each sign pylon shall contain the
27 advertisement of only Sav-On, Vans, and SDC (or their successors as occupants of
28 Parcels 2, 4, and 6, respectively) with equal prominence, but such pylon shall contain
29 no advertisement of any business enterprise which is not an occupant of said Parcels. No
30 other sign pylons shall be erected, placed, maintained, or altered on any part of the Entire
31 Property without the consent of all the fee owners of the Entire Property first obtained in
32 writing.

33 3.2. (g) The construction, maintenance, repair, replacement, and reconstruction
34 of any wall or landscaped area including planters, planting boxes, edgers, decorative
35 trellises and their support columns, and decorative wall, all as may be required by
36 competent local authority.

37 3.2. (h) The ingress, egress, and regress of delivery and service trucks and
38 vehicles to and from the Building Area or any portion thereof and the public streets adjacent
39 to the Entire Property, for the delivery of goods, wares, merchandise, and the rendition of
40 services to all persons who now own or hold or hereafter own or hold portions of the Building

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1 Area or any leasehold estate, or any other interest therein, or building space thereon, and
2 the respective heirs, successors, grantees, tenants, or subtenants thereof; and the officers,
3 directors, concessionaires, agents, employees, and licensees of any of them.

4 3.2. (i) The temporary parking or standing of trucks, tractors, trailers, and other
5 delivery vehicles used in conjunction with the exercise of any of the matters described in
6 Paragraph 3.2. (h) above.

7 3.2. (j) The parking of vehicles of employees of the businesses on the Entire
8 Property; provided, however, that such parking shall be limited to the extent that areas
9 for parking by said employees are specifically designated on the Common Area by the
10 Maintenance Director (as appointed in Section 5).

11 3.3. Notwithstanding the above, the Common Area adjacent to the Building Area
12 may be used for the following purposes:

*Signs on
Building*

13 3.3. (a) Installation, removal, repairs, replacement, and maintenance of building
14 canopies over Building Area or other Common Area from any Building Area a distance not
15 exceeding fifteen (15) feet, together with canopy support columns upon and over sidewalks
16 and other Common Area. ~~provided, however, that in the event that Parcels — or — are~~
17 ~~used for the operation of a bank or savings and loan, said building canopies may extend~~
18 ~~a distance not exceeding thirty-five (35) feet, so long as said canopies do not prohibit,~~
19 ~~obstruct, or interfere with any of the Common Area uses as provided for in this Section 3;~~

20 3.3. (b) Such advertising or identification signs of building occupants as may be
21 desired to be attached to or mounted upon such canopies projecting from their respective
22 Building Area;

23 3.3. (c) The installation, removal, replacement, repair, use, and maintenance of
24 hose bibbs, standpipes, fire hose connections, downspouts, yard or floodlights, subsurface
25 building foundations, and such signs or shadow boxes of building occupants as may be
26 attached to or form an integral part of a building at any time situated upon any portion of
27 the Building Area;

28 3.3. (d) The construction, operation, and maintenance by the respective owners
29 thereof of a loading ramp and dock to the east of the Parcel 2 Building Area and a loading
30 ramp and dock to the east of the Parcel 4 Building Area;

31 3.3. (e) Subject to the approval of the appropriate governmental authority, the
32 construction and operation of trash rooms and/or trash bins adjacent to the rear of buildings;

33 3.3. (f) The opening thereonto of doors of contiguous Building Areas which open
34 outward;

35 3.3. (g) The projection thereover of tracks extending outward from the Building
36 Area, but not for a distance of greater than twenty-four (24) inches;

37 3.3. (h) The temporary erection of ladders, scaffolding, and store front barricades
38 during periods of construction, remodeling, or repair of buildings and building appurtenances
39 upon the condition, however, that such construction, remodeling, or repair is diligently
40 performed and such ladders, scaffolding, and barricades thereupon promptly removed.

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3.4. All the uses permitted within the Common Area shall be used with reason and judgment so as not to interfere with the primary use of said Common Area, which is to provide parking for the customers, patrons, and invitees of those businesses conducted within the Building Areas of the Entire Property, except that the primary use of that portion of the Common Area to the rear of the Building Areas located on Parcels 1, 2, 3, 4, 5, and 6 as delineated on Exhibit B shall be the serving and supplying of said Building Areas, and any other use of this area shall be exercised with reason and judgment so as not to interfere with said primary use.

3.5. ~~No charge, fee, toll, levy, or expense shall ever be required, laid, assessed, or made to or received from any business, guest, invitee, licensee, visitor, customer, or patron of any of said mercantile business and professional establishments.~~ (Deleted)

3.6. The easements hereinafter granted in each instance shall run for the period of the duration of the effectiveness of this Declaration as provided for in Section 12 herein below set forth and shall be appurtenant to each designated Parcel of the grantee of such easement and in each instance shall be non-exclusive and for the use and benefit, in common with grantor and others of such grantee, its heirs, executors, administrators, successors, assigns, tenants, and subtenants.

3.7. SDC does hereby grant to Sav-On an easement appurtenant to Parcel 2, and to Vons an easement appurtenant to Parcel 4 for the purposes and with the conditions stated in this Section 3 over, across, upon, in, under, and through the Common Area of Parcels 1, 3, 5, 6, 7, 8, 9, 10, and 11.

3.8. Sav-On does hereby grant to SDC an easement appurtenant to Parcels 1, 3, 5, 6, 7, 8, 9, 10, and 11 and to Vons an easement appurtenant to Parcel 4 for the purposes and with the conditions stated in this Section 3, over, across, upon, in, under, and through the Common Area of Parcel 2.

3.9. Vons does hereby grant to SDC an easement appurtenant to Parcels 1, 3, 5, 6, 7, 8, 9, 10, and 11 and to Sav-On an easement appurtenant to Parcel 2 for the purpose and with the conditions stated in this Section 3, over, across, upon, in, under and through the Common Area of Parcel 4.

Section 4. Common Area Improvements.

4.1. Prior to the occupancy of any building to be erected upon Parcels 2 or 4, SDC shall, in behalf of Vons, Sav-On, and SDC, pursuant to a Development Agreement between all of the parties hereto, executed concurrently herewith, improve, or cause to be improved for parking and service, as herein contemplated, all portions of the Common Area herein established other than sidewalks or special improvements which are attached to or properly form a part of a building (such as loading docks).

4.2. All sidewalks adjacent to the Building Area shall be of concrete construction not exceeding fifteen (15) feet in width. All areas for vehicular use shall be paved with a suitable base and surfaced with a bituminous or asphaltic wearing surface, or, as to portions of the service area if all parties hereto approve, with concrete, in the alternative.

Easement
to Vons
Sav-On
Easement
to SDC
Easement
to Vons
to SDC



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1 4.3. Subject to the foregoing limitations and restrictions, during the course of
2 construction of any buildings which may hereafter be constructed upon the Building Area,
3 portions of the Common Area immediately adjacent to such Building Area may be used by
4 the owner thereof for the temporary storage of construction materials and equipment used
5 and to be used in connection therewith, provided that such use thereof does not damage
6 existing improvements (unless repaired promptly by and at the expense of the party causing
7 such damage) nor unreasonably interfere with the normal use of such Common Area.

8 4.4. It being the intention of the parties hereto that the movement of pedestrians
9 and vehicles between the establishments located and to be located upon the Entire Property
10 and to and from the public streets shall be unimpeded, no building, fence, wall, hedge, or
11 barricade shall be erected or maintained over or upon the Common Area, excepting:

12 4.4. (a) Such as may be necessary to protect members of the public from construc-
13 tion or excavation activities;

14 4.4. (b) Light standards and appropriate landscaping, including hedges, walls,
15 planters, and planting boxes, and edgers; and

16 4.4. (c) Two sign pylons as set forth in Paragraph 3.2. (f) above.

17 4.5. No fence, division, rail, or obstruction of any type or kind shall ever be
18 placed, kept, permitted, or maintained between the properties of any owners of any
19 portions of the Entire Property, or between any subsequent division thereof, or upon or
20 along any of the common property lines of any thereof, excepting within the confines of
21 Building Areas.

22 4.6. No charge, fee, toll, levy, or expense shall ever be required, laid, assessed,
23 or made to or received from any business guest, invitee, licensee, visitor, customer, or
24 patron of any of said mercantile, business and professional establishments, the cost and
25 expense of the operation, management, maintenance, and repair of Common Area being
26 borne and discharged only as provided for in this Declaration.

27 4.7. All unimproved Common Area shall be repaired or improved in accordance
28 with plans and specifications therefor which are to be submitted to and which are to be
29 approved by Vons, Sav-On, and SDC as a condition precedent to any such work of
30 improvement.

31 4.8. The improvement or use, or improvement and use of any portion of the Building
32 Area for parking or service, shall be construed as an inclusion thereof within the Common
33 Area, as herein defined; provided, however, that such portions of Building Area being
34 used as Common Area may at any time thereafter be improved with buildings and appurte-
35 nances as herein defined, and such portions will then cease to be Common Area and shall
36 be Building Area.

37 Section 5. Common Area Operation and Maintenance.

38 5.1. Following completion of improvements provided for above in Section 4 to the
39 Common Areas as set forth on Exhibit B, until changed by mutual agreement among the
40 owners of ninety (90%) percent of total initial ground floor building area (as per paragraph

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1 5.6 hereof), SDC agrees to maintain or cause to be maintained, the Common Area in good
2 and clean condition and repair, said maintenance to include, but not be limited to,
3 adequate lighting, water, electricity, sweeping, gardening, janitorial services, repairs
4 to and replacing asphalt paving, so as to maintain a smooth and level surface, bumpers,
5 striping, light bulbs, light standards and sprinkler system, and planting area and any other
6 items of repair and/or maintenance that may be needed from time to time to properly
7 maintain said Common Areas.

8 5.2. As a part of said operation, SDC shall obtain and maintain general public
9 liability insurance insuring Sav-On and Vons and all other persons who now or hereafter
10 own or hold portions of the Entire Property or building space within the Entire Property or
11 any leasehold estate or other interest therein as their respective interests may appear,
12 provided that SDC is notified in writing of such interest against claims for personal injury,
13 death, or property damage occurring in, upon, or about the Common Areas. Such insurance
14 shall be written with an insurer licensed to do business in the state in which the Entire
15 Property is located. The limits of liability of all such insurance shall be no less than
16 Three Hundred Thousand (\$300,000) Dollars for injury or death to any one person, Five
17 Hundred Thousand (\$500,000) Dollars for injury or death to more than one person in any
18 one occurrence, and One Hundred Thousand (\$100,000) Dollars with respect to damage to
19 property. SDC shall cause to be issued to any person having an insurable interest in the
20 Entire Property, certificates of insurance, or copies of the insurance policies, required to
21 be maintained hereunder.

22 5.3. The parties hereto hereby appoint SDC as "Maintenance Director" of the
23 Common Areas of the Entire Property, and in such capacity SDC shall have and is hereby
24 given the full right and authority of operation, control, and maintenance of the entire
25 Common Areas consisting of driveways, sidewalks, parking areas (including designation of
26 reasonable employee parking areas), delivery ways, loading areas (except loading ramps and
27 docks), landscaped areas, and comfort stations. Such right and authority of SDC shall
28 continue until it shall resign by giving ninety (90) days notice in writing to the remaining
29 fee owners or until the owners and occupants of ninety (90%) percent of the total ground
30 floor Building Area (as set forth below in Paragraph 5.6. and as indicated on Exhibit B
31 attached hereto) within the Entire Property terminate such right and authority by executing
32 and filing of record and serving on the remaining fee owners or occupants an instrument
33 providing for the termination of such right and authority, in either of which events the
34 owners or occupants of ninety (90%) percent of the total building area shall appoint someone
35 to be the successor to SDC. All references to SDC as herein set forth shall therefore apply
36 to its successor as appointed as above provided.

37 5.4. SDC is hereby authorized to contract for and pay for, in behalf of the fee
38 owners, all of the items enumerated as maintenance expense in Paragraphs 5.1. and 5.2.
39 herein plus a maximum service charge of ten (10%) percent of such expense (which shall
40 exclude all capital items and all replacement items in excess of One Thousand (\$1,000)

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1 Dollars) to cover administration costs. SDC agrees to manage on a non-profit basis with an
2 end to keeping such expenses at a reasonable minimum. Any single expense item in excess
3 of \$1,000 must be first approved in writing by persons or parties owning in aggregate more
4 than seventy-five (75%) percent of the total permitted ground floor building area in said
5 Shopping Center, such right of approval may be delegated by such owner to a tenant or
6 other agent.

7 5.5. The fee owners (or their delegate, tenant, or agent) shall be billed quarterly
8 for their prorata share, as provided in Paragraph 5.6., of repairs and maintenance costs
9 excluding those expenses that cost in excess of \$1,000. Such fee owners (or delegate,
10 tenant, or agent) shall be billed for their prorata share of those expenses in excess of
11 \$1,000 immediately following SDC's payment for such repairs.

12 5.6. For the purposes of this agreement, the total initial ground floor Building Area
13 of the Entire Property is calculated and agreed to be one hundred twenty ^{six thousand three} ~~five thousand four~~
14 hundred and sixty ^(126,360) ~~(125,460)~~ square feet. The proportionate share of the cost of
15 operation, management control, and maintenance of the entire Common Area is to be
16 borne and paid quarterly, by the fee owner of any part of the Building Area as set
17 forth below:

Parcel No.	Initial Ground Floor Building Area	% of Total
1	3,500 sq. ft.	2.77
2	25,500	20.18
3	7,200	5.70
4	27,160	21.49
5	9,800	7.76
6	23,800	18.34
7	6,500	5.14
8	3,500	2.77
9	10,400	8.23
10	5,400	4.27
11	3,600	2.85
	<u>126,360</u>	<u>100.00%</u>

*We pay our
Prorata
Share of
Expenses*

32
33 5.7 The costs and expenses incurred in erecting, repairing, and maintaining the
34 sign pylons and identification signs thereon on Parcels 4 and 5, provided for above in
35 Paragraph 3.2. (g) shall be apportioned between the parties erecting and using said
36 structures, in proportion to the face area of each sign erected on the pylon.

37 5.8. It is agreed that if any party hereto sells all or part of the Entire Property
38 owned by it, then such party shall have no further obligation as an owner from that date
39 forward under this agreement with respect to the part of such real property thus sold. The
shall be binding upon and shall inure to the benefit of all

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1 present and future owners of all or any part of the Entire Property owned by the parties
2 hereto.
3 5.9. In the event any of the parties hereto fails or refuses at any time to pay his
4 or its share of any of these maintenance costs when due, then, after written demand and
5 failure to pay within ten (10) days after receipt of said demand, legal action may be
6 instituted against the defaulting party for reimbursement plus interest at the then current
7 prime rate of interest, computed annually. If any party defaults under this agreement, any
8 other party may institute legal action against the defaulting party for specific performance,
9 declaration relief, damages, or other suitable legal remedy. In addition to recovery of the
10 sum or sums so expended in behalf of the defaulting party, the prevailing party shall be
11 entitled to receive from the losing party such amount as the court may adjudge to be
12 reasonable attorneys' fees for the services rendered to the prevailing party in any such
13 action.

14 Section 6. Realty Taxes and Assessments.

15 6.1. As to any portion of the Entire Property, it is intended and agreed that all
16 real estate taxes and assessments by public authority relating to said land and improvements
17 thereon or the ownership thereof, shall be paid prior to delinquency by the respective fee
18 owners thereof. Taxes on Common Area improvements or structures restricted to the
19 exclusive use of one or more parties shall be apportioned between the parties entitled to use
20 said improvements or structures.

21 In the event any party hereto fails at any time to pay before delinquency its
22 taxes or assessments on any portion of the property described herein of which said party owns
23 a fee interest, and which may become a lien on any of the Common Area, except while the
24 validity thereof is being contested by judicial or administrative proceedings, then any
25 other owner of property in the Entire Property may pay such taxes and/or assessments
26 together with interest, penalties, and cost, and in any such event the parties obligated to
27 pay such taxes and/or assessments shall promptly reimburse such other owner for all such
28 taxes and/or assessments, interest, penalties, and cost and other charges and until such
29 reimbursement has been made the amount thereof shall constitute a lien and charge on the
30 property hereinabove described on the defaulting party, subject and subordinate, however,
31 to any deed or deeds of trust then or thereafter outstanding against said property.

32 Section 7. Food Market Restriction.

33 7.1. Neither Parcels 1, 2, 3, 5, 6, 7, 8, 9, 10, or 11 of the Entire
34 Property, as said Parcels are described in Exhibit A, nor any part thereof, nor building or
35 other improvement at any time situated thereon, shall ever be used without the written
36 consent of Vons, or its heirs, successors, or assigns to Parcel 4 for the sale of the
37 following items (whether canned, fresh, frozen, or smoked): groceries, meats, meat
38 products, poultry, fish, fruits, vegetables, delicatessen products, commercial bakery
39 products, or dairy products. The foregoing restriction, however, shall not prohibit the
40 operation of a "hot bakery", restaurant, or coffee shop, specialty ice cream or candy

No
baki.
Bakery

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1. store or other stores selling prepared food items, (such as cooked chicken or cooked fish),
2. whether for on or off-premises consumption.

3. 7.2. However, without limiting or expanding the foregoing restriction, said
4. restriction shall not be deemed to apply to nor to include in its terms a Sav-On drug store
5. (being a super drug store operated by Sav-On, Inc., a California corporation, whether as
6. owner or as lessee, tenant, or subtenant of the owner of said Parcel 2, or some part
7. thereof), its lessee, tenants, or successors to said real property selling items customarily
8. sold by other stores of said Sav-On, Inc. or its successor or successors, upon the condition
9. that a typical super drug store business be conducted thereon and as long as such items are
10. customarily sold do not include fresh or frozen meat, fish, poultry, or produce.

11. 7.3. The foregoing restriction shall continue only so long as said Parcel 4 or
12. some part thereof shall continue to be used for a food market or grocery store.

13. 7.4. The failure to use said Parcel 4, or some part thereof, for a food market or
14. grocery store during any period in which a food market or grocery store building or buildings
15. are being built, rebuilt, repaired, or remodeled upon said parcel or some part thereof, shall
16. not cause the foregoing restriction to terminate unless any such building, rebuilding, or
17. repair or remodeling shall result in the failure to use said parcel or some part thereof for a
18. food market or grocery store for a period in excess of two (2) years. Any such two-year
19. period shall be extended by the period of any and each occurrence of any strikes, labor
20. difficulties, governmental restrictions upon building activity, or delays caused by or
21. resulting from fire, casualty, war, or acts of God.

22. Section 8. Drug Store Restriction.

23. 8.1. Neither Parcels 1, 3, 4, 5, 6, 7, 8, 9, 10, or 11 of the Entire
24. Property as the same is described in Exhibit A nor any part thereof, nor building or other
25. improvement at any time situated thereon, shall ever be used for a drug store, or a store
26. compounding prescriptions or a store handling and selling, or handling or selling, patent or
27. other medicines or drugs, including, but not limited to, any and all items of merchandise
28. which, under any law, rule, regulation, or order promulgated by a competent governmental
29. authority must be sold by, or in the presence of, a registered pharmacist.

*NO
Drug
Stores*
Sav-On
Vons

30. 8.2. However, without limiting or expanding the foregoing restriction, said
31. restriction shall not be deemed to apply to, or to include in its terms a Vons Market
32. (being a market operated by Vons Grocery Co., a Delaware corporation, whether as owner,
33. or as a lessee, tenant, or subtenant of the owner of Parcel 4, or some part thereof), its
34. lessee or its tenants or successors to said real property, selling items customarily sold by
35. other stores of said Vons Grocery Co. or its successor or successors, upon the condition that
36. a typical grocery store or supermarket business be conducted thereon as long as such items as
37. are customarily sold are not required to be sold by, or in the presence of, a registered
38. pharmacist, as aforesaid.

39. 8.3. Any and all other provisions of this Declaration to the contrary notwithstanding,
40. the said restriction shall expire five (5) years from the date hereof unless prior to said

Vista
Declaration
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9/11/75
9/25/75



1 expiration date the conduct of a drug store and/or prescription pharmacy and/or a store
2 compounding prescriptions and/or a store handling and/or selling patent and other medicines
3 or drugs, including items of merchandise which under any law, rule, regulation, or order
4 promulgated by a competent governmental authority must be sold by or in the presence of a
5 registered pharmacist (hereafter collectively referred to as "Drug Store Usage"), shall have
6 commenced upon that portion of the Entire Property which is described as Parcel 2 in
7 Exhibit A, in which event the foregoing restriction shall thereafter continue only so long
8 as said parcel or some part thereof shall continue to be used for said Drug Store Usage.

9 8.4. The failure to use said Parcel 2, or some part thereof, for said Drug Store
10 Usage during any period in which a building or buildings for Drug Store Usage are being
11 built, rebuilt, repaired, or remodeled upon said parcel or some part thereof shall not cause
12 the foregoing restriction to terminate unless any such building, rebuilding, repair, or
13 remodeling shall result in the failure to use said parcel or some part thereof for said Drug
14 Store Usage for a period in excess of two (2) years. Any such two-year period shall be
15 extended by the period of any and each occurrence of any strikes, labor difficulties,
16 governmental restrictions upon building activity, or delays caused by or resulting from fire,
17 casualty, war, or acts of God.

18 Section 9. Liquor, Beer and Wine Sales Restriction.

19 9.1. Except for that portion of the property described as Parcels 2 and 4 in
20 Exhibit A, no portion of the Entire Property shall ever be used for the sale or handling of
21 liquor or beer or wine for off-premises consumption.

*NO Lic.
Stores*

22 9.2. However, without limiting or expanding the foregoing restriction, said
23 restriction shall not be deemed to apply to, or to include in its terms, the selling of liquor
24 or beer or wine for on-premises consumption.

*PRE
OK*

25 9.3. Any and all other provisions of this Declaration to the contrary notwithstanding,
26 each of the said restrictions shall expire five (5) years from the date hereof, as to the parcel
27 affected, unless prior to said expiration date the conduct of a store, or the liquor department
28 of a store, handling and/or selling liquor, beer or wine (hereafter collectively referred to as
29 "Liquor Sales Usage"), shall have commenced upon either of those portions of the Entire
30 Property which are described as Parcels 2 and 4 in Exhibit A, in which event the
31 foregoing restriction shall thereafter continue only so long as either of the said parcels or
32 some part thereof shall continue to be used for said Liquor Sales Usage.

33 9.4. The failure to use either of said Parcels 2 and 4, or some part thereof, for
34 said Liquor Sales Usage during any period in which a building or buildings are being built,
35 rebuilt, repaired, or remodeled upon said parcel or some part thereof shall not cause the
36 foregoing restriction to terminate unless any such building, rebuilding, repair, or remodeling
37 shall result in the failure to use said parcel or some part thereof for said Liquor Sales Usage
38 for a period in excess of two (2) years. Any such two-year period shall be extended by the
39 period of any and each occurrence of any strikes, labor difficulties, governmental restrictions,
40 upon building activity, or delays caused by or resulting from fire, casualty, war, or acts of

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NO BANKS

1 God.

2 Section 10. Bank Restriction.

3 10.1. Except for that portion of the Shopping Center designated Parcel 10 in
4 Exhibit A, no portion of the Entire Property shall ever be used for the operation of a bank
5 (hereinafter referred to as "Bank Usage") without the written consent of the owner of
6 Parcel 10 .

7 10.2. However, without limiting or expanding the foregoing restriction, said
8 restriction shall not be deemed to apply to, nor to include in its terms: (a) any lawful
9 retail business operated by Vons Grocery Co., a Delaware corporation, whether as owner
10 or as lessee, or tenants or subtenants of the owner of Parcel 4 , selling items or performing
11 services customarily sold or offered by other stores of said Vons Grocery Co. or its successor
12 or successors; (b) any lawful retail business operated by Sav-On, Inc., a California
13 corporation, whether as owner, or as a lessee, tenant, or subtenant of the owner of
14 Parcel 2 , or some part thereof, its lessee or its tenants or successors to said real property
15 selling items or performing services customarily sold or offered by other stores of Sav-On
16 or its successor or successors upon the condition that a typical drug store business be
17 conducted thereon.

18 10.3. Any and all other provisions of this Declaration to the contrary notwithstanding,
19 the said restriction shall expire five (5) years from the date hereof unless prior to said
20 expiration date the conduct of a bank shall have commenced on that portion of the Entire
21 Property which is described as Parcel 10 in Exhibit A, in which event the foregoing
22 restriction shall thereafter continue only so long as said parcel or some part thereof shall
23 continue to be used for Bank Usage.

For Shopping 20

24 10.4. The failure to use said Parcel 10 or some part thereof for said Bank Usage
25 during any period in which a building or buildings for Bank Usage are being built, rebuilt,
26 repaired, or remodeled upon said parcel or some part thereof shall not cause the foregoing
27 restriction to terminate unless any such building, rebuilding, repairing, or remodeling shall
28 result in the failure to use said parcel or some part thereof for said Bank Usage for a period
29 in excess of two (2) years. Any such two-year period is extended by the period of any and
30 each occurrence of any strikes, labor difficulties, governmental restrictions on building
31 activity, or delays caused by or resulting from fire, casualty, war, or acts of God.

32 Section 11. Savings and Loan Restriction.

33 11.1. Except for that portion of the Shopping Center designated Parcel 7 in
34 Exhibit A, no portion of the Entire Property shall ever be used for the operation of a savings
35 and loan institution (hereinafter referred to as "Savings and Loan Usage") without the written
36 consent of the owner of Parcel 7 .

No Savings & Loans

37 11.2. However, without limiting or expanding the foregoing restriction, said
38 restriction shall not be deemed to apply to, nor to include in its terms: (a) any lawful retail
39 business operated by Vons Grocery Co., a Delaware corporation, whether as owner or as
40 lessee, or tenant or subtenant of the owner of Parcel 4 , selling items or performing

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1 services customarily sold or offered by other stores of said Vons Grocery Co. or its successor
2 or successors; (b) any lawful retail business operated by Sav-On, Inc., a California
3 corporation, whether as owner, or as a lessee, tenant, or subtenant of the owner of
4 Parcel 2, or some part thereof, its lessee or its tenants or successors to said real property
5 selling items or performing services customarily sold or offered by other stores of Sav-On
6 or its successor or successors upon the condition that a typical drug store business be
7 conducted thereon.

8 11.3. Any and all other provisions of this Declaration to the contrary notwithstanding,
9 the said restriction shall expire five (5) years from the date hereof unless prior to said
10 expiration date the conduct of a savings and loan shall have commenced on that portion of
11 the Entire Property which is described as Parcel 7 in Exhibit A, in which event the
12 foregoing restriction shall thereafter continue only so long as said parcel or some part
13 thereof shall continue to be used for Savings and Loan Usage.

14 11.4. The failure to use said Parcel 7 or some part thereof for said Savings and
15 Loan Usage during any period in which a building or buildings for Savings and Loan Usage
16 are being built, rebuilt, repaired, or remodeled upon said parcel or some part thereof shall
17 not cause the foregoing restriction to terminate unless any such building, rebuilding,
18 repairing, or remodeling shall result in the failure to use said parcel or some part thereof
19 for said Savings and Loan Usage for a period in excess of two (2) years. Any such two-year
20 period is extended by the period of any and each occurrence of any strikes, labor difficulties,
21 governmental restrictions on building activity, or delays caused by or resulting from fire,
22 casualty, war, or acts of God.

23 Section 12. Miscellaneous Provisions.

24 12.1. Each and all of the foregoing covenants, conditions and restrictions:
25 (a) Shall apply to and bind each and all of the owners of any and all portions
26 of the Entire Property and each and all of their respective heirs, successors, assigns, grantees,
27 mortgagees, tenants and subtenants;

28 (b) Are hereby imposed pursuant to a general plan for the improvement and use
29 of the Entire Property and are designed for the mutual benefit of said owners, tenants, and
30 occupants of any and all portions thereof; and

31 (c) Shall obligate, inure to, and pass with each and every portion of the
32 Entire Property and shall remain in force and effect as hereinafter provided.

33 12.2. Breach of any of the covenants or restrictions contained in this Declaration
34 shall not defect nor render invalid the lien of any mortgage or deed of trust made in good
35 faith and for value as to the Entire Property or any part thereof; but all of the foregoing
36 provisions, restrictions, and covenants shall be binding and effective against any owner of
37 any of said Entire Property, or any part thereof, whose title thereto is acquired by foreclosure,
38 trustee's sale, or otherwise.

39 12.3. The term "mortgagee" whenever used herein, shall be construed to include
40 beneficiaries and trustees under deeds of trust.

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1 12.4. It shall be lawful for any person or persons owning or holding any portion of
2 the Entire Property to prosecute any proceedings at law or in equity against any person
3 violating, or attempting to violate, any of the covenants, conditions, and restrictions
4 herein and either prevent it, him, or them from so doing and to recover damages from or on
5 account of such violation.

6 12.5. Invalidation of any one of the covenants, conditions, restrictions, or other
7 provisions herein contained by judgment or court order shall in no way affect any of the
8 other covenants, conditions, restrictions or provisions hereof, and the same shall remain in
9 full force and effect.

10 12.6. This Declaration shall create privity of contract and estate with and among
11 all grantees of all or any part of the said Entire Property, and their respective heirs,
12 executors, administrators, successors, and assigns. In the event of a breach or attempted
13 or threatened breach, by any owner of any part of said Entire Property, in any of the terms,
14 covenants, conditions, or restrictions hereof, any one or all such other owners of the Entire
15 Property shall be entitled forthwith to full and adequate relief by injunction and all such
16 other available legal and equitable remedies from the consequences of such breach, it being
17 mutually agreed that any such breach, or threat of breach, shall cause irreparable injury
18 which cannot be compensated for in money damages; and any deed, lease, assignment,
19 conveyance, or contract made in violation of this Declaration shall be void and may be set
20 aside upon petition of one or more of the owners of the Entire Property. All costs and
21 expenses of any such suit or proceedings including attorneys' fees, as hereinafter provided,
22 shall be assessed against the defaulting owner and shall constitute a lien against the real
23 property or the interest therein wrongfully deeded, leased, assigned, conveyed, or
24 contracted for, until paid, effective upon recording notice thereof in the office of the
25 County Recorder of the county in which the Entire Property is located, but any such lien
26 shall be subordinate to any bona fide mortgage or deed of trust covering any portion of the
27 Entire Property, and any purchaser at any foreclosure or trustee's sale (as well as any
28 grantee of deed in lieu of foreclosure or trustee's sale) under any such mortgage or deed
29 of trust shall take title free from any such lien, but otherwise subject to the provisions
30 hereof. The remedies permitted at law or equity of any one or all such owners specified
31 herein shall be cumulative as to each and as to all.

32 12.7. In the event that suit is brought for the enforcement of this Declaration or as
33 a result of any alleged breach thereof, the prevailing party or parties to such suit shall be
34 entitled to be paid reasonable attorneys' fees by the losing party or parties, and any
35 judgment or decree rendered shall include an award thereof.

36 12.8. In the event of condemnation by any duly constituted authority for a public
37 or quasi-public use of all or any part of the Entire Property, that portion of the award
38 attributable to the value of any land within the Common Area so taken shall be payable
39 only to the owner in fee thereof and no claim thereon shall be made by other owners of
40 any portion of the Entire Property; provided, however, all other owners of the Entire

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7/12/76

1 Property may file collateral claims with the condemning authority over and above the value
2 of the land of the area so taken; provided, further, however, that the owner of the fee of
3 each portion of the area so condemned shall promptly repair and restore the remaining
4 portion of the area so owned by such owner as near as practicable to the condition of some
5 immediately prior to such condemnation and without contribution from any other owner,
6 except to the extent that the proceeds of such award are insufficient to pay the costs of
7 such restoration and repair.

8 12.9. The captions heading the various sections of this Declaration are for
9 convenience and identification only and shall not be deemed to limit or define the contents
10 of their respective sections.

11 12.10. All the provisions of this Declaration shall be covenants running with the land
12 pursuant to applicable law, including, but not limited to, Section 1468 of the Civil Code
13 of the State of California. It is expressly agreed that each covenant to do or refrain from
14 doing some act on the Entire Property as the covenantor: (a) is for the benefit of the land
15 of the covenantee; (b) runs with both the land owned by the covenantor and the land owned
16 by the covenantee; and (c) shall benefit or be binding upon each successive owner, during
17 his ownership, of any portion of the land affected hereby and each person having any
18 interest therein derived through any owner of the land affected hereby.

19 Section 13. Term and Termination.

20 13.1. The covenants, conditions, and restrictions contained in this Declaration shall
21 run with the land and shall be binding upon each and all of the owners of any part thereof
22 and upon all persons claiming under them; and the same shall continue in perpetuity.

23 13.2. This Declaration may be amended or terminated only by the written agreement
24 of the fee owners of one hundred (100%) percent of the land area of Parcels 1, 2, 3,
25 4, 5, 6, 7, 8, 9, 10, and 11, as the same are described on Exhibit A attached
26 hereto, duly acknowledged by each said owner and recorded in the office of the County
27 Recorder of the county in which the Entire Property is situated.

28 13.3. Any provision herein to the contrary notwithstanding, the owner of Parcels 6
29 and 9 may, with the written consent of the owners of Parcels 2 and 4, withdraw said
30 Parcels from the provisions of this Declaration. Said withdrawal shall be effective upon
31 the date that notice thereof is recorded in the office of the San Diego County Recorder,
32 which notice shall include the required consent of the owners of Parcels 2 and 4.

33 13.4. This Declaration, executed as of the date hereof, shall take effect only upon
34 (continued on Page 16)

XX

6
9
11/15

No 228870

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7/12/76

1 from, and after its recording in the office of the County Recorder of the county in which
2 the Entire Property is situated.

3 IN WITNESS WHEREOF, this DECLARATION AND GRANT is executed by the
4 parties hereto as of the day and year first above written.

VONS REALTY CO.,
a California corporation

(corporate seal)

By: [Signature]

By: [Signature]

Owner of Parcel 4.

SAV-ON REALTY, INC.,
a California corporation

(corporate seal)

By: [Signature]

Ira D. Brown, Chairman of the Board

By: [Signature]

C. Lyle Call, Vice Pres. of Store Operations

Owner of Parcel 2.

SANTA ANITA DEVELOPMENT CORPORATION,
a California corporation

(corporate seal)

By: [Signature]

Dennis M. Borryman, President

By: [Signature]

Ann K. Youngman, Secretary

Owner of Parcels 1, 3, 5, 6, 7, 8, 9, 10, and 11.

No 228870

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ENTIRE PROPERTY:

Lots 1 through 11 of VISTA TRACT NO. 75-8, in the City of Vista, County of San Diego, State of California, according to Map thereof No. 8344 filed in the office of the County Recorder of San Diego County on JUL 20 1976

PARCEL 1:

Lot 1 of VISTA TRACT NO. 75-8, in the City of Vista, County of San Diego, State of California, according to Map thereof No. 8344 filed in the office of the County Recorder of San Diego County on JUL 20 1976

PARCEL 2:

Lot 2 of VISTA TRACT NO. 75-8, in the City of Vista, County of San Diego, State of California, according to Map thereof No. 8344 filed in the office of the County Recorder of San Diego County on JUL 20 1976 *Sam. on*

PARCEL 3:

Lot 3 of VISTA TRACT NO. 75-8, in the City of Vista, County of San Diego, State of California, according to Map thereof No. 8344 filed in the office of the County Recorder of San Diego County on JUL 20 1976

PARCEL 4:

Lot 4 of VISTA TRACT NO. 75-8, in the City of Vista, County of San Diego, State of California, according to Map thereof No. 8344 filed in the office of the County Recorder of San Diego County on JUL 20 1976 *10/15*

PARCEL 5:

Lot 5 of VISTA TRACT NO. 75-8, in the City of Vista, County of San Diego, State of California, according to Map thereof No. 8344 filed in the office of the County Recorder of San Diego County on JUL 20 1976

PARCEL 6:

Lot 6 of VISTA TRACT NO. 75-8, in the City of Vista, County of San Diego, State of California, according to Map thereof No. 8344 filed in the office of the County Recorder of San Diego County on JUL 20 1976

PARCEL 7:

Lot 7 of VISTA TRACT NO. 75-8, in the City of Vista, County of San Diego, State of California, according to Map thereof No. 8344 filed in the office of the County Recorder of San Diego County on JUL 20 1976

PARCEL 8:

Lot 8 of VISTA TRACT NO. 75-8, in the City of Vista, County of San Diego, State of California, according to Map thereof No. 8344 filed in the office of the County Recorder of San Diego County on JUL 20 1976

Vista
Declaration
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PARCEL 9:

Lot 9 of VISTA TRACT NO. 75-8, in the City of Vista, County of San Diego, State of California, according to Map thereof No. 8344 filed in the office of the County Recorder of San Diego County on JUL 20 1976

Borman

PARCEL 10:

Lot 10 of VISTA TRACT NO. 75-8, in the City of Vista, County of San Diego, State of California, according to Map thereof No. 8344 filed in the office of the County Recorder of San Diego County on JUL 20 1976

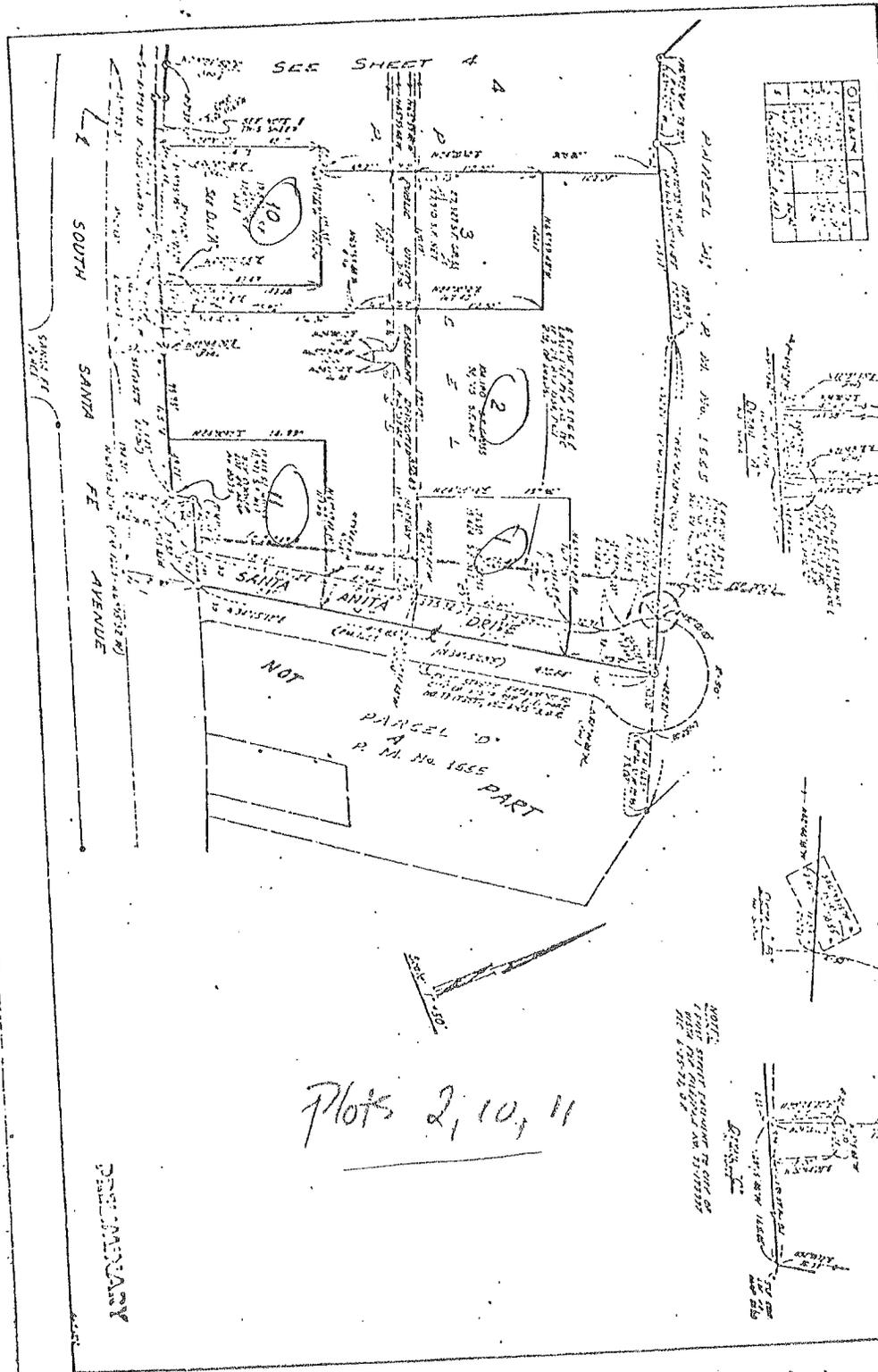
PARCEL 11:

Lot 11 of VISTA TRACT NO. 75-8, in the City of Vista, County of San Diego, State of California, according to Map thereof No. 8344 filed in the office of the County Recorder of San Diego County on JUL 20, 1976

No. 228870

Vista Declaration
7/12/76

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Plots 2, 10, 11

VISTA TRACT NO. 75-8

MAP NO. SHEET 5 OF 5 SHEETS

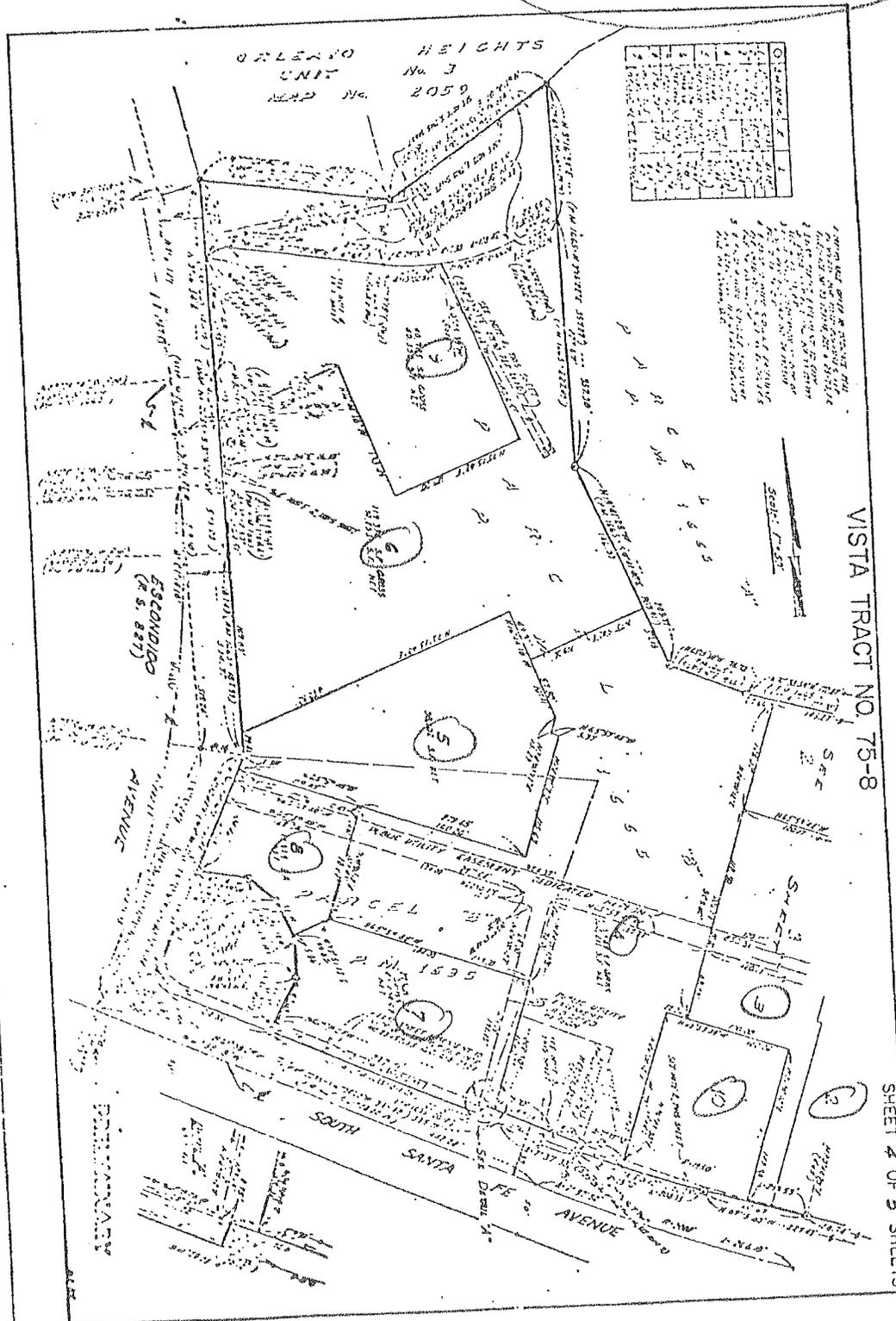
NO. 228870

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Vista Declaration
7/12/76

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Plots, 3, 4, 5, 6, 7, 8, 9



VISTA TRACT NO. 75-8

MAP NO. SHEET 4 OF 5 SHEETS

No. 25

Vista
Declaration
7/12/76

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sqpa

SCHOOL CENTER PAUL & ALVARO INCORPORATED PLANNING AND ARCHITECTURE MEMBERS AIA 440 UPAS STREET SAN DIEGO CALIFORNIA 92103 P.O. BOX 33326 TELEPHONE 342 8970131

WRIGHT, JOHN
ARCHITECT



CITY OF SAN DIEGO
PLANNING DEPARTMENT
1401 17TH ST
SAN DIEGO, CA 92161
TELEPHONE 342 8970131

No. 228870

VISTA CENTER
SCHOOL CENTER PAUL & ALVARO INCORPORATED

TS 1945 74 10 74
(Corporation)



STATE OF CALIFORNIA
COUNTY OF Los Angeles } SS.

On July 14, 1976 before me, the undersigned, a Notary Public in and for said State, personally appeared Janet L. Larsen known to me to be the Secretary of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

William J. Bessie President, and William J. Bessie Vice

WITNESS my hand and official seal.

Signature Janet L. Larsen



(This area for official notarial seal)

TS 1945 74 10 74
(Corporation)



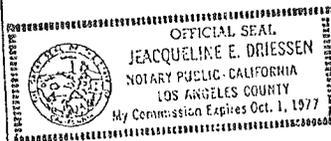
STATE OF CALIFORNIA
COUNTY OF Los Angeles } SS.

On July 16, 1976 before me, the undersigned, a Notary Public in and for said State, personally appeared IRA D. BROWN known to me to be the CHAIRMAN OF THE BOARD President, and CHIEF CASH known to me to be the Sec. of TREASURY Secretary of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

CHIEF CASH

WITNESS my hand and official seal.

Signature Jacqueline E. Driessen



(This area for official notarial seal)

TS 1945 74 10 74
(Corporation)



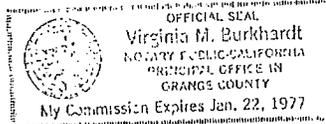
STATE OF CALIFORNIA
COUNTY OF Orange } SS.

On July 12, 1976 before me, the undersigned, a Notary Public in and for said State, personally appeared Dennis M. Berryman known to me to be the Secretary of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

Arn K. Youngman President, and Arn K. Youngman

WITNESS my hand and official seal.

Signature Virginia M. Burkhardt
Virginia M. Burkhardt



(This area for official notarial seal)

NO: 228870

To be Recorded and When
Recorded Mail To:

Mr. Arn K. Youngman
Santa Anita Development Corporation
363 San Miguel - P. O. Box 1880
Newport Beach, California 92660

VONS
78-113089
FILE/PAGE NO. 78-113089
BOOK 1978
RECORDED REQUEST OF
TITLE INSURANCE & TRUST CO.
MAR 23 8:00 AM '78
OFFICIAL RECORDS
SAN DIEGO COUNTY, CALIF.
HARLEY F. BLOOM, RECORDER

Amend. No. 1
to Declaration
Vista
AKY/vb
9/14/77
10/10/77

AMENDMENT NO. 1

THIS AMENDMENT NO. 1 is made October 11, 1977, to DECLARATION OF
ESTABLISHMENT OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
AND GRANT OF EASEMENTS dated July 12, 1976, by and between VONS REALTY CO.,
SAV-ON REALTY, INC., and SANTA ANITA DEVELOPMENT CORPORATION.

WITNESSETH:

WHEREAS, the hereinabove referred to Declaration of Establishment of Protective
Covenants, Conditions and Restrictions and Grant of Easements ("Declaration") was
recorded July 20, 1976, as File/Page No. 76-228870, Book 1976, pages 656 through 677,
Official Records of San Diego County, California; and

WHEREAS, the parties hereto constitute the necessary parties to amend the
hereinabove referred to Declaration.

NOW, THEREFORE, said Declaration is amended as follows:

1. Exhibit B is hereby deleted, and substituted therefor is the Exhibit B attached hereto.
2. The words and numerals, "one hundred twenty-six thousand three hundred and sixty (126,360)", appearing in Article 5.6, lines 13 and 14, page 8, are hereby deleted, and substituted therefor are the words and numerals, "one hundred twenty-seven thousand eight hundred and ten (127,810)".
3. The following words and numerals appearing in Article 5.6 are hereby deleted:

Parcel No.	Initial Ground Floor Building Area	% of Total
1	3,500 sq. ft.	2.77
2	25,500	20.18
3	7,200	5.70
4	27,160	21.49
5	9,300	7.76
6	23,800	18.84
7	6,500	5.14
8	3,500	2.77
9	10,400	8.23
10	5,400	4.27
11	3,600	2.85
	<u>126,360</u>	<u>100.00%</u>

and substituted therefor are the following words and numerals:

(continued on page 2)

3
No 113089

Amend. No. 11
 Declaration
 Vista
 GAKY/vb
 10/14/77
 SG/vb
 10/10/77

Parcel No.	Initial Ground Floor Building Area	% of Total
1	3,500 sq. ft.	2.74
2	25,500	19.95
3	7,200	5.63
4	27,160	21.25
5	9,050	7.08
6	23,800	18.62
7	6,500	5.09
8	3,500	2.74
9	12,000	9.39
10	5,400	4.22
11	4,200	3.29
	<u>127,810</u>	<u>100.00%</u>

4. This AMENDMENT NO. 1 may be executed and acknowledged in separate counterparts by each of the parties hereto.

5. Except as herein modified, the terms of the Declaration dated July 12, 1976, remain unaltered.

IN WITNESS WHEREOF, this AMENDMENT NO. 1 has been executed on the date first above written.

VONS REALTY CO.

By: _____ (SEAL)

By: *William J. Birney*

(Corporation)

STATE OF CALIFORNIA
 COUNTY OF Los Angeles

SS.

On October 17, 1977

before me, the undersigned, a Notary Public in and for said

State personally appeared James P. Stewart

known to me to be the Vice

President, and William J. Birney

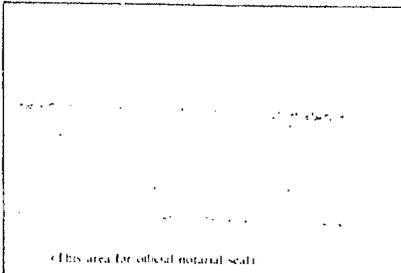
known to me to be

Secretary

of the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal

Just L. ...



(This area for official notarial seal)

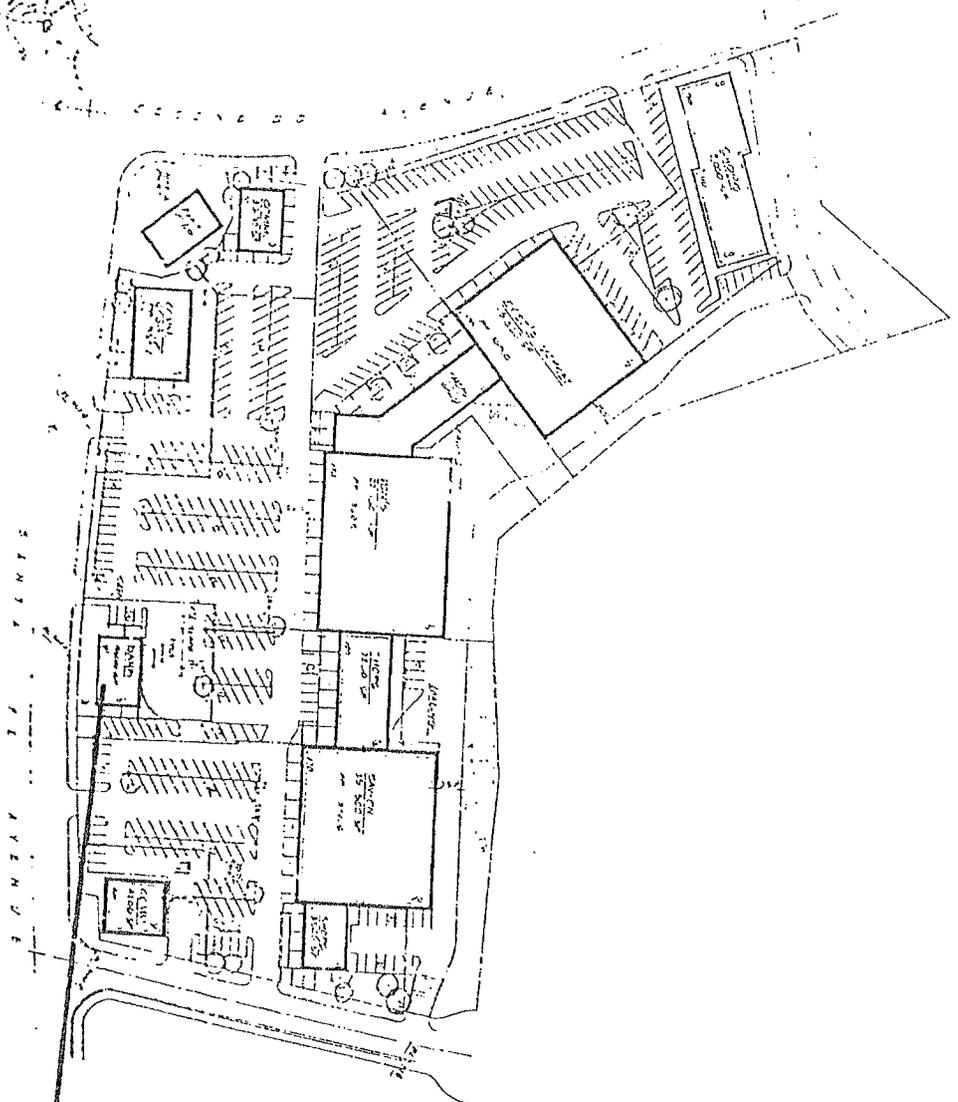
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3
 N° 113089

Amend. No. 1
 to Declaration
 Vista
 AKY/vb
 9/14/77 SG/vb 10/10/77

edpa

PLANNING AND ARCHITECTURE MEMBERS 440 UPAS STREET SAN DIEGO CALIFORNIA 92103 P.O. BOX 43310 TELEPHONE 714 (619) 512-1111



3,600 SF
 plus 1,800 SF Mezzanine

CITE SCHEDULE/PERMITS
 VTA 201 177 221 SF
 VTA 202 177 610 SF
 SCHEDULES 201C 177 610 SF
 VTA 203 177 610 SF
 VTA 204 177 610 SF

VISTA CENTER
SANTA ANITA DEVELOPMENT CORP.

Sav On

Amend. No. 1
to Declaration
W:ta
AKY/vb
9/14/77
10/10/77

To be Recorded and When
Recorded Mail To:

Mr. Arn K. Youngstrom
Santa Anita Development Corporation
363 San Miguel - F. O. Box 1880
Newport Beach, California 92660

78-113090
FILE/PAGE NO. 78-113090
BOOK 1978
RECORDED REQUEST OF
TITLE INSURANCE & TRUST CO.
MAR 23 8:00 AM '78
OFFICIAL RECORDS
SAN DIEGO COUNTY, CALIF.
HARLEY F. BLOOM, RECORDER

#10

AMENDMENT NO. 1

THIS AMENDMENT NO. 1 is made October 11, 1977, to DECLARATION OF
ESTABLISHMENT OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
AND GRANT OF EASEMENTS dated July 12, 1976, by and between VONS REALTY CO.,
SAV-ON REALTY, INC., and SANTA ANITA DEVELOPMENT CORPORATION.

WITNESSETH:

WHEREAS, the hereinabove referred to Declaration of Establishment of Protective
Covenants, Conditions and Res'trictions and Grant of Easements ("Declaration") was
recorded July 20, 1976, as File/Page No. 76-228870, Book 1976, pages 656 through 677,
Official Records of San Diego County, California; and

WHEREAS, the parties hereto constitute the necessary parties to amend the
hereinabove referred to Declaration.

NOW, THEREFORE, said Declaration is amended as follows:

1. Exhibit B is hereby deleted, and substituted therefor is the Exhibit B attached hereto.
2. The words and numerals, "one hundred twenty-six thousand three hundred and sixty (126,360)", appearing in Article 5.6, lines 13 and 14, page 8, are hereby deleted, and substituted therefor are the words and numerals, "one hundred twenty-seven thousand eight hundred and ten (127,810)".
3. The following words and numerals appearing in Article 5.6 are hereby deleted:

Parcel No.	Initial Ground Floor Building Area	% of Total
1	3,500 sq. ft.	2.77
2	25,500	20.18
3	7,200	5.70
4	27,160	21.49
5	9,800	7.76
6	23,800	18.84
7	6,500	5.14
8	3,500	2.77
9	10,400	8.23
10	5,400	4.27
11	3,600	2.85
	<u>126,360</u>	<u>100.00%</u>

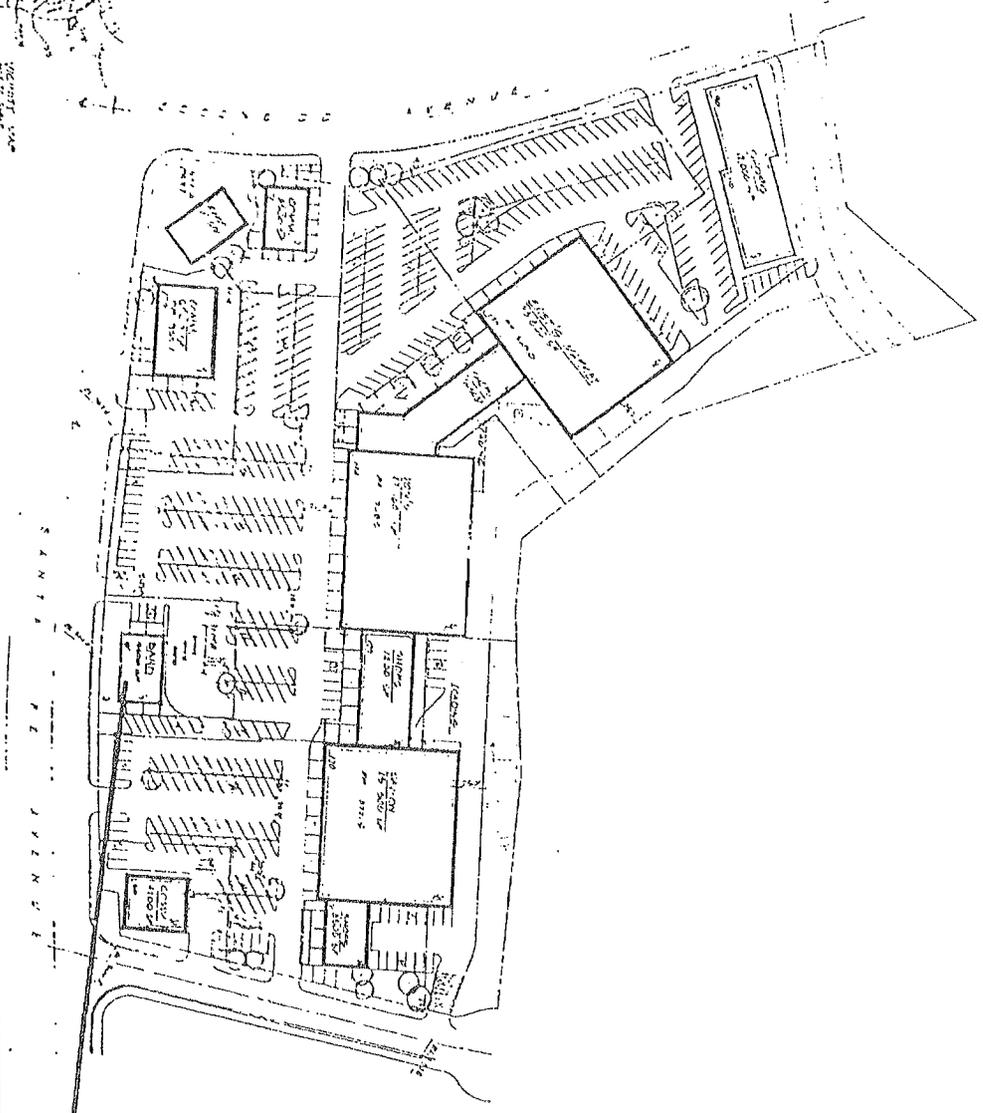
and substituted therefor are the following words and numerals:

(continued on page 2)

Amend. No. 1
 to Declaration
 Vista
 AKY/vb
 9/14/77 SG/vb 10/10/77

sdpa

PLANNING AND ARCHITECTURE MEMBERS 440 DAVIS STREET SAN DIEGO CALIFORNIA 92103 P.O. BOX 33328 TELEPHONE 734 207 0131 FAX 734 207 0132



3,600 SF
 plus 1,800 SF Mezzanine

SITE SQUARE/FOOTAGE - E
 SITE AREA 481,321 SF
 BUILDING AREA 127,610 SF
 MEZZANINE AREA 178,200 SF
 TOTAL AREA 787,131 SF

**VISTA CENTER
 SANTA ANITA DEVELOPMENT CO.**

No. 113090
 3

Stanton 52780

Amend. No. 1
to Declaration
Vista
AKY/vb
9/14/77
10/10/77

To be Recorded and When
Recorded Mail To:

Mr. Arn K. Youngman
Santa Anita Development Corporation
363 San Miguel - P. O. Box 1880
Newport Beach, California 92660

1025475

FILE/PAGE NO. 78-113091
BOOK 1978
RECORDED REQUEST OF
TITLE INSURANCE & TRUST CO.
MAR 23 8:00 AM '78
OFFICIAL RECORDS
SAN DIEGO COUNTY, CALIF.
HARLEY E. BLOOM, RECORDER

#10

AMENDMENT NO. 1

THIS AMENDMENT NO. 1 is made October 11, 1977, to DECLARATION OF ESTABLISHMENT OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS AND GRANT OF EASEMENTS dated July 12, 1976, by and between VONS REALTY CO., SAV-ON REALTY, INC., and SANTA ANITA DEVELOPMENT CORPORATION.

WITNESSETH:

WHEREAS, the hereinabove referred to Declaration of Establishment of Protective Covenants, Conditions and Restrictions and Grant of Easements ("Declaration") was recorded July 20, 1976, as File/Page No. 76-228870, Book 1976, pages 656 through 677, Official Records of San Diego County, California; and

WHEREAS, the parties hereto constitute the necessary parties to amend the hereinabove referred to Declaration.

NOW, THEREFORE, said Declaration is amended as follows:

1. Exhibit B is hereby deleted, and substituted therefor is the Exhibit B attached hereto.
2. The words and numerals, "one hundred twenty-six thousand three hundred and sixty (126,360)", appearing in Article 5.6, lines 13 and 14, page 8, are hereby deleted, and substituted therefor are the words and numerals, "one hundred twenty-seven thousand eight hundred and ten (127,810)".
3. The following words and numerals appearing in Article 5.6 are hereby deleted:

Parcel No.	Initial Ground Floor Building Area	% of Total
1	3,500 sq. ft.	2.77
2	25,500	20.18
3	7,200	5.70
4	27,160	21.49
5	9,800	7.76
6	23,800	18.84
7	6,500	5.14
8	3,500	2.77
9	10,400	8.23
10	5,400	4.27
11	3,600	2.85
	<u>126,360</u>	<u>100.00%</u>

and substituted therefor are the following words and numerals:
(continued on page 2)

No. 113091

Amend. No. 11
 to Declaration
 Vista
 AKY/vb
 9/14/77
 SG/vb
 10/10/77

Parcel No.	Initial Ground Floor Building Area	% of Total
1	3,500 sq. ft.	2.74
2	25,500	19.95
3	7,200	5.63
4	27,160	21.25
5	9,050	7.08
6	23,800	18.62
7	6,500	5.09
8	3,500	2.74
9	12,000	9.39
10	5,400	4.22
11	4,200	3.29
	<u>127,810</u>	<u>100.00%</u>

4. This AMENDMENT NO. 1 may be executed and acknowledged in separate counterparts by each of the parties hereto.

5. Except as herein modified, the terms of the Declaration dated July 12, 1976, remain unaltered.

IN WITNESS WHEREOF, this AMENDMENT NO. 1 has been executed on the date first above written.

BALBOA PLAZA LIMITED, a limited partnership

By: [Signature]

By: [Signature]

and

STOCKTON SQUARE, a limited partnership

By: [Signature]

By: [Signature]

10 1946 CA 18 741
 (Partnership)



STATE OF CALIFORNIA }
 COUNTY OF San Diego } ss.

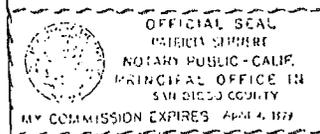
On October 24, 1977
 before me, the undersigned, a Notary Public in and for said State, personally appeared
Harry A. Collins and Jack W. Thornton, Jr.

STAPLE HERE

known to me
 to be TWO of the partners of the partnership
 that executed the within instrument, and acknowledged to me
 that such partnership executed the same.

WITNESS my hand and official seal.

Signature [Signature]
 Patricia Sehnert



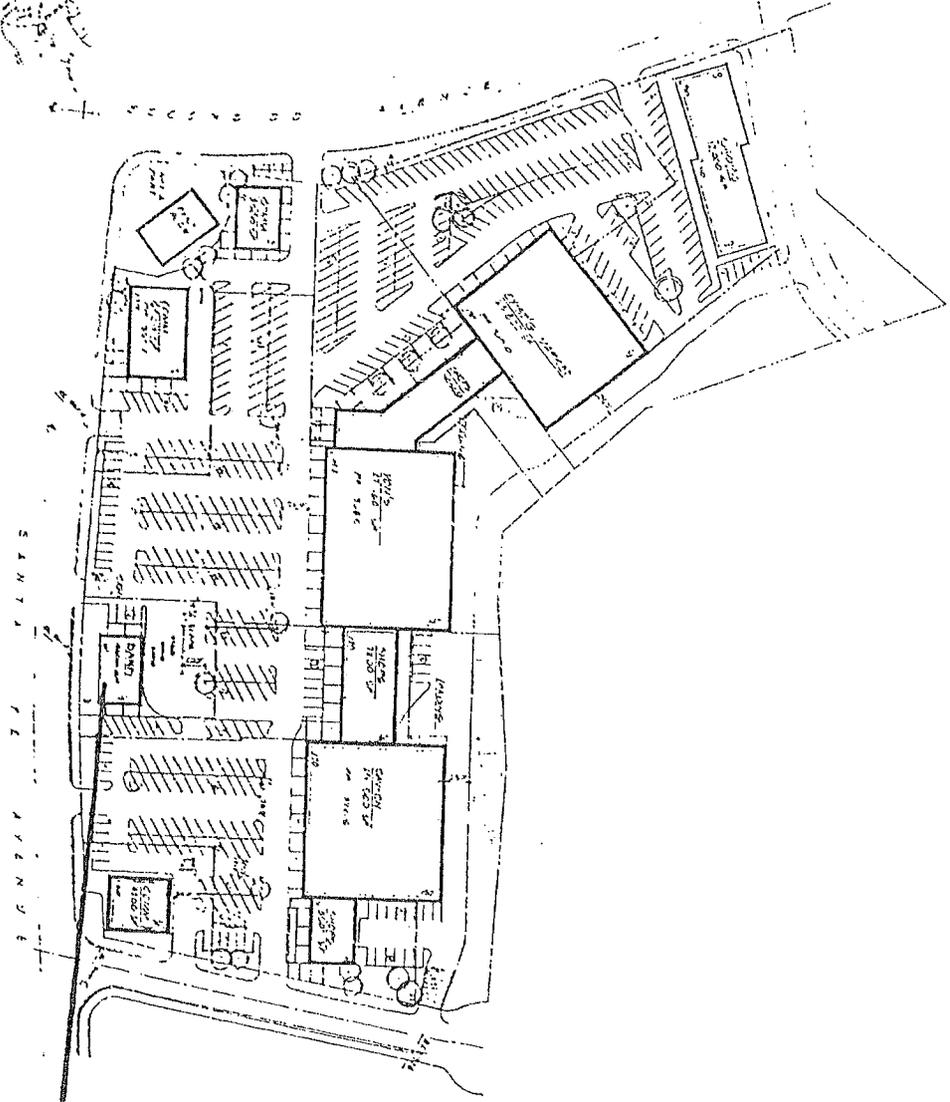
(This area for official notarial seal)

No. 113091

Amend. No. 1
 to Declaration
 Vista
 AKY/vb
 9/14/77 SG/vt 10/10/77

sopa

PLANNING AND ARCHITECTURE MEMBERS AN 440 UPAS STREET SAN DIEGO CALIFORNIA 92103 P.O. BOX 53326 TELEPHONE 714 237 0131



3,600 SF
 plus 1,800 SF Mezzanine

CITE SUPPLEMENTAL &
 SITE AREA
 BUILDING AREA
 PARKING
 MEZZANINE
 414,000 SF
 1,700,000 SF
 114,000 SF
 114,000 SF

11-201

VISTA CENTER
SANTA ANITA DEVELOPMENT CORP.

No 113091

EXHIBIT B

[Signature]
 INITIALS

Amend. No. 1
to Declaration
Vista
AKY/vb
9/14/77
10/10/77

To be Recorded and When
Recorded Mail To:

Mr. Arn K. Youngman
Santa Anita Development Corporation
363 San Miguel - P. O. Box 1880
Newport Beach, California 92660

FILE/PAGE NO. 78-113092
BOOK 1976
RECORDED REQUEST OF
TITLE INSURANCE & TRUST CO.
MAR 23 8:00 AM '78
OFFICIAL RECORDS
SAN DIEGO COUNTY, CALIF.
HARLEY F. BLOOM, RECORDER

#10

AMENDMENT NO. 1

THIS AMENDMENT NO. 1 is made October 11, 1977, to DECLARATION OF
ESTABLISHMENT OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
AND GRANT OF EASEMENTS dated July 12, 1976, by and between VONS REALTY CO.,
SAV-ON REALTY, INC., and SANTA ANITA DEVELOPMENT CORPORATION.

WITNESSETH:

WHEREAS, the hereinabove referred to Declaration of Establishment of Protective
Covenants, Conditions and Restrictions and Grant of Easements ("Declaration") was
recorded July 20, 1976, as File/Page No. 76-228870, Book 1976, pages 656 through 677,
Official Records of San Diego County, California; and

WHEREAS, the parties hereto constitute the necessary parties to amend the
hereinabove referred to Declaration.

NOW, THEREFORE, said Declaration is amended as follows:

1. Exhibit B is hereby deleted, and substituted therefor is the Exhibit B attached hereto.
2. The words and numerals, "one hundred twenty-six thousand three hundred and sixty (126,360)", appearing in Article 5.6, lines 13 and 14, page 8, are hereby deleted, and substituted therefor are the words and numerals, "one hundred twenty-seven thousand eight hundred and ten (127,810)".
3. The following words and numerals appearing in Article 5.6 are hereby deleted:

Parcel No.	Initial Ground Floor Building Area	% of Total
1	3,500 sq. ft.	2.77
2	25,500	20.18
3	7,200	5.70
4	27,160	21.49
5	9,800	7.76
6	23,800	18.84
7	6,500	5.14
8	3,500	2.77
9	10,400	8.23
10	5,400	4.27
11	3,600	2.85
	<u>126,360</u>	<u>100.00%</u>

and substituted therefor are the following words and numerals:

(continued on page 2)

A
 Amend. No. 11
 V to Declaration
 A Vista
 9/ AKY/vb
 10 9/14/77
 SG/vb
 10/10/77

Parcel No.	Initial Ground Floor Building Area	% of Total
1	3,500 sq. ft.	2.74
2	25,500	19.95
3	7,200	5.63
4	27,160	21.25
5	9,050	7.08
6	23,800	18.62
7	6,500	5.09
8	3,500	2.74
9	12,000	9.39
10	5,400	4.22
11	4,200	3.29
	<u>127,810</u>	<u>100.00%</u>

4. This AMENDMENT NO. 1 may be executed and acknowledged in separate counterparts by each of the parties hereto.

5. Except as herein modified, the terms of the Declaration dated July 12, 1976, remain unaltered.

IN WITNESS WHEREOF, this AMENDMENT NO. 1 has been executed on the date first above written.

ARN K. YOUNGMAN

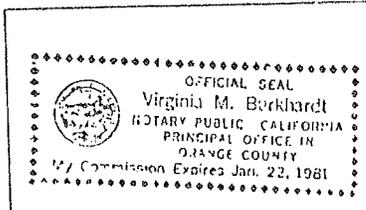
PATRICIA YOUNGMAN



STATE OF CALIFORNIA } ss.
 COUNTY OF Orange
 On October 18, 1977 before me, the undersigned, a Notary Public in and for said State, personally appeared Arn K. Youngman and Patricia A. Youngman

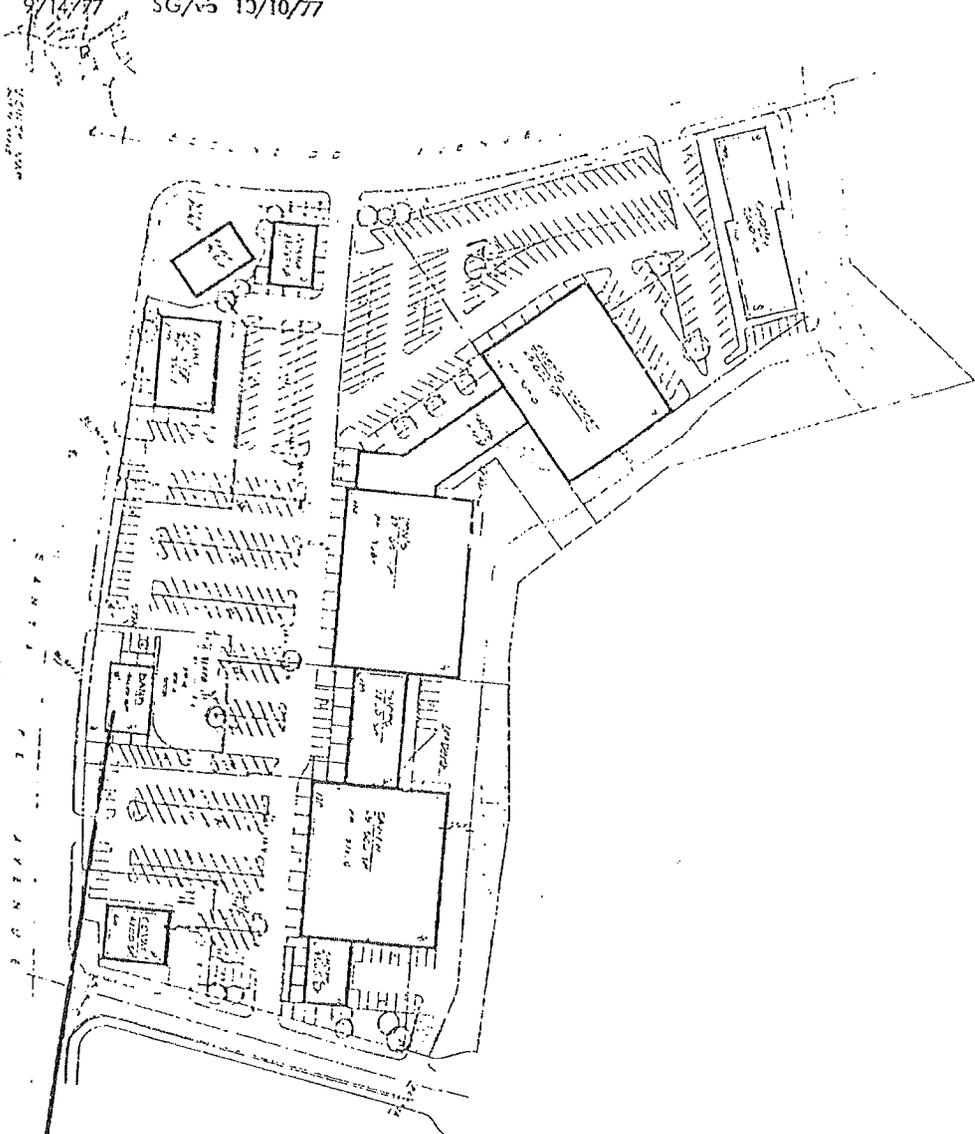
known to me
 subscribed
 to be the person(s) whose name(s) are they
 to the within instrument and acknowledged that they
 executed the same.
 WITNESS my hand and official seal

Signature Virginia M. Burkhardt



(This area for official notarial seal)

Amend. No. 1
 to Declaration
 Vista
 AKY/vb
 9/14/77 SG/vb 10/10/77



3,600 SF
 plus 1,800 SF Mezzanine

SITE SURVEY INFORMATION
 DATE: 11/11/77
 DRAWN BY: [illegible]
 CHECKED BY: [illegible]
 APPROVED BY: [illegible]

sepa

2/10/77
 VSA
 5/11/77

PLANNING AND ARCHITECTURE MEMBERS AIA 440 UPAS STREET SAN DIEGO CALIFORNIA 92103 P.O. BOX 3328 TELEPHONE 714 157 0131

VISTA CENTER
 SANTA ANITA DEVELOPMENT COOP.

Amend. No. 1
to Declaration
Vista
AKY/vb
9/14/77
10/10/77

To be Recorded and When
Recorded Mail To:

Mr. Arn K. Youngman
Santa Anita Development Corporation
363 San Miguel - P. O. Box 1880
Newport Beach, California 92660

Title Ins + Trust
78-113093
FILE/PAGE NO. 78-113093
BOOK 1978
RECORDED REQUEST OF
TITLE INSURANCE & TRUST CO.
MAR 23 8:00 AM '78
OFFICIAL RECORDS
SAN DIEGO COUNTY, CALIF.
HARLEY F. BLOOM, RECORDER

#10

AMENDMENT NO. 1

THIS AMENDMENT NO. 1 is made October 11, 1977, to DECLARATION OF ESTABLISHMENT OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS AND GRANT OF EASEMENTS dated July 12, 1976, by and between VONS REALTY CO., SAV-ON REALTY, INC., and SANTA ANITA DEVELOPMENT CORPORATION.

WITNESSETH:

WHEREAS, the hereinabove referred to Declaration of Establishment of Protective Covenants, Conditions and Restrictions and Grant of Easements ("Declaration") was recorded July 29, 1976, as File/Page No. 76-226870, Book 1976, pages 656 through 677, Official Records of San Diego County, California; and

WHEREAS, the parties hereto constitute the necessary parties to amend the hereinabove referred to Declaration.

NOW, THEREFORE, said Declaration is amended as follows:

1. Exhibit B is hereby deleted, and substituted therefor is the Exhibit B attached hereto.
2. The words and numerals, "one hundred twenty-six thousand three hundred and sixty (126,360)", appearing in Article 5.6, lines 13 and 14, page 8, are hereby deleted, and substituted therefor are the words and numerals, "one hundred twenty-seven thousand eight hundred and ten (127,810)".
3. The following words and numerals appearing in Article 5.6 are hereby deleted:

Parcel No.	Initial Ground Floor	
	Building Area	% of Total
1	3,500 sq. ft.	2.77
2	25,500	20.18
3	7,200	5.70
4	27,160	21.49
5	9,800	7.76
6	23,800	18.84
7	6,500	5.14
8	3,500	2.77
9	10,400	8.23
10	5,400	4.27
11	3,600	2.85
	<u>126,360</u>	<u>100.00%</u>

and substituted therefor are the following words and numerals:

(continued on page 2)

Amend. No. 11
to Declaration,
Vista
AKY/vb
9/14/77
SG/vb
10/10/77

Parcel No.	Initial Ground Floor Building Area	% of Total
1	3,500 sq. ft.	2.74
2	25,500	19.95
3	7,200	5.63
4	27,160	21.25
5	9,050	7.08
6	23,800	18.62
7	6,500	5.09
8	3,500	2.74
9	12,000	9.39
10	5,400	4.22
11	4,200	3.29
	<u>127,810</u>	<u>100.00%</u>

4. This AMENDMENT NO. 1 may be executed and acknowledged in separate counterparts by each of the parties hereto.

5. Except as herein modified, the terms of the Declaration dated July 12, 1976, remain unaltered.

IN WITNESS WHEREOF, this AMENDMENT NO. 1 has been executed on the date first above written.

TITLE INSURANCE AND TRUST COMPANY
UNDER HOLDING AGREEMENT NO. 386

By: [Signature]

(SEAL)

By: [Signature]

[Signature]

10 1943 CA 17 247
(Corporation)



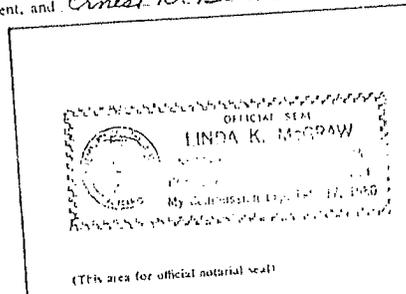
STATE OF CALIFORNIA } 53.
COUNTY OF San Diego

On 10-31-77 before me, the undersigned, a Notary Public in and for said State, personally appeared Warner H. Harrah President, and Ernest B. Bond Secretary

known to me to be the vice president of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal

Signature Linda K. McGraw



(This area for official notarial seal)

Amend. No. 1
to Declaration
Vista
AKY/vb
9/14/77 SG/vb 10/10/77

SDGS

PLANNING AND ARCHITECTURE MEMBERS AIA 440 UPAS STREET SAN DIEGO CALIFORNIA 92103 P.O. BOX 33128 TELEPHONE 714 597 0181



3,600 SF
plus 1,800 SF Mezzanine

SITE SUPERVISOR
DATE APPLIED FOR 11/1/77
DATE OF PERMITS 11/1/77
DATE OF START 11/1/77
DATE OF COMPLETION 11/1/77

VISTA CENTER
SANTA ANTA DEVELOPMENT CORP.

EXHIBIT B

3
No 113003

Santa Anita Dev

78-113094

FILE/PAGE NO. 78-113094
BOOK 1978
RECORDED REQUEST OF
TITLE INSURANCE & TRUST CO.
MAR 23 8:00 AM '78
OFFICIAL RECORDS
SAN DIEGO COUNTY, CALIF.
HARLEY F. BLOOM, RECORDER

#70

Amend. No. 1
to Declaration
Vista
AKY/vb
9/14/77
10/10/77

To be Recorded and When
Recorded Mail To:

Mr. Ann K. Youngman
Santa Anita Development Corporation
363 San Miguel - P. O. Box 1880
Newport Beach, California 92660
10-27-473

AMENDMENT NO. 1

THIS AMENDMENT NO. 1 is made October 11, 1977, to DECLARATION OF
ESTABLISHMENT OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
AND GRANT OF EASEMENTS dated July 12, 1976, by and between VONS REALTY CO.,
SAV-ON REALTY, INC., and SANTA ANITA DEVELOPMENT CORPORATION.

WITNESSETH:

WHEREAS, the hereinabove referred to Declaration of Establishment of Protective
Covenants, Conditions and Restrictions and Grant of Easements ("Declaration") was
recorded July 20, 1976, as File/Page No. 76-228870, Book 1976, pages 656 through 677,
Official Records of San Diego County, California; and

WHEREAS, the parties hereto constitute the necessary parties to amend the
hereinabove referred to Declaration.

NOW, THEREFORE, said Declaration is amended as follows:

1. Exhibit B is hereby deleted, and substituted therefor is the Exhibit B attached hereto.
2. The words and numerals, "one hundred twenty-six thousand three hundred and sixty (126,360)", appearing in Article 5.6, lines 13 and 14, page 8, are hereby deleted, and substituted therefor are the words and numerals, "one hundred twenty-seven thousand eight hundred and ten (127,810)".
3. The following words and numerals appearing in Article 5.6 are hereby deleted:

Parcel No.	Initial Ground Floor Building Area	% of Total
1	3,500 sq. ft.	2.77
2	25,500	20.18
3	7,200	5.70
4	27,160	21.49
5	9,800	7.76
6	23,800	18.84
7	6,500	5.14
8	3,500	2.77
9	10,400	8.23
10	5,400	4.27
11	3,600	2.85
	<u>126,360</u>	<u>100.00%</u>

and substituted therefor are the following words and numerals:
(continued on page 2)

No. 113094

Amend. No. 11
to Declaration
Vista
AKY/vb
9/14/77
SG/vb
10/10/77

Parcel No.	Initial Ground Floor Building Area	% of Total
1	3,500 sq. ft.	2.74
2	25,500	19.95
3	7,200	5.63
4	27,160	21.25
5	9,050	7.08
6	23,800	18.62
7	6,500	5.09
8	3,500	2.74
9	12,000	9.39
10	5,400	4.22
11	4,200	3.29
	<u>127,810</u>	<u>100.00%</u>

4. This AMENDMENT NO. 1 may be executed and acknowledged in separate counterparts by each of the parties hereto.

5. Except as herein modified, the terms of the Declaration dated July 12, 1976, remain unaltered.

IN WITNESS WHEREOF, this AMENDMENT NO. 1 has been executed on the date first above written.

SANTA ANITA DEVELOPMENT CORPORATION

By: [Signature] (SEAL)
Dennis M. Berryman, President
By: [Signature]
Arn K. Youngman, Secretary

TO 1945 (A. M. 74)
(Corporation)



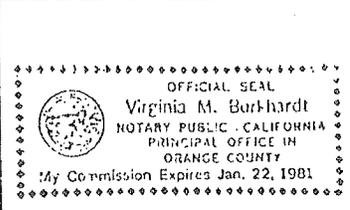
STATE OF CALIFORNIA }
COUNTY OF Orange } ss.

On October 18, 1977 before me, the undersigned, a Notary Public in and for said State, personally appeared Dennis M. Berryman, President, and Arn K. Youngman, Secretary

known to me to be the Secretary of the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature Virginia M. Burkhardt



(This area for official notarial seal)

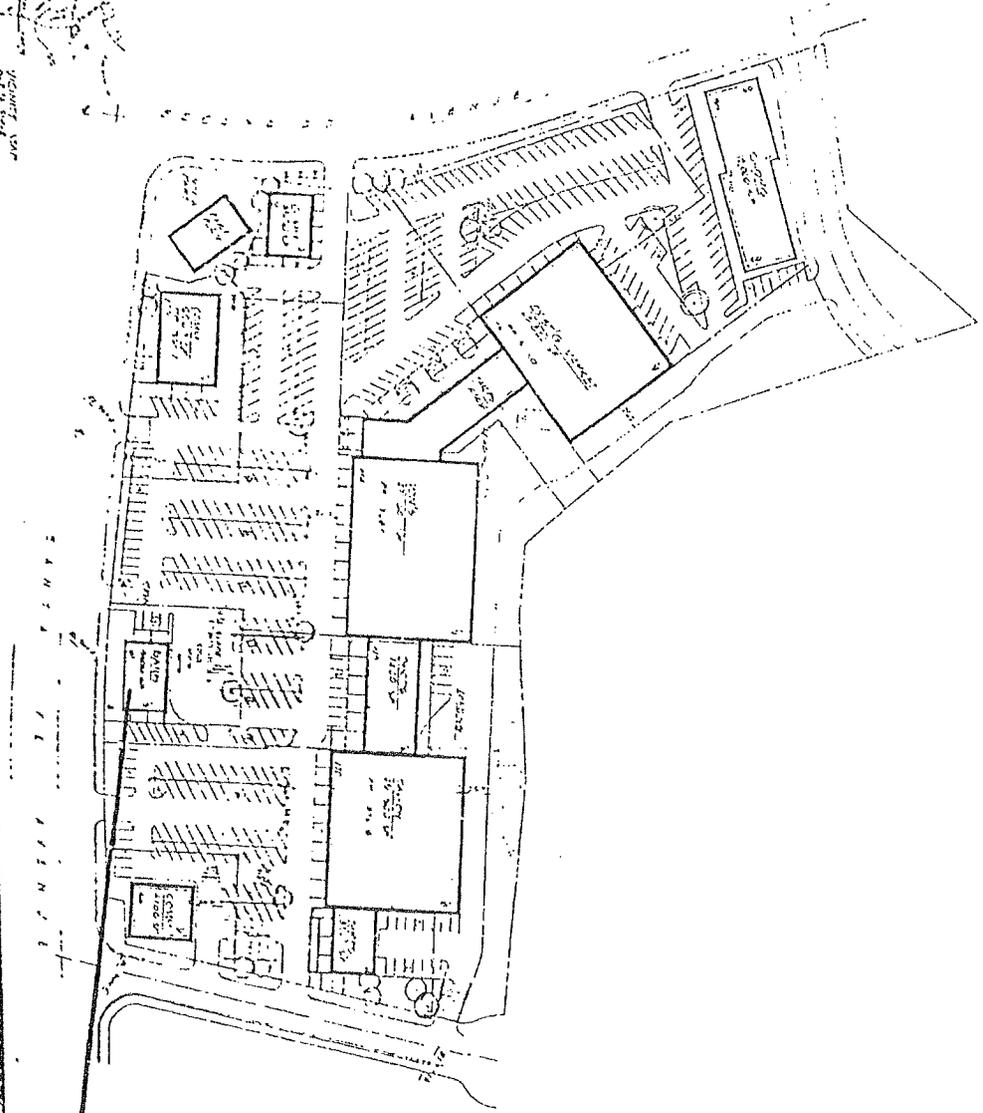
37
38
39
40

No 113094

Amend. No. 1
 to Declaration
 Vista
 AKY/vb
 9/14/77 SG/vb 10/10/77

EDGE

PLANNING AND ARCHITECTURE MEMBERS AIA 440 UPAS STREET SAN DIEGO CALIFORNIA 92103 P.O. BOX 31126 TELEPHONE 782 1071 FAX 782 1072



3,600 SF
 plus 1,800 SF Mezzanine

DATE SUBMITTED: 10/10/77
 BY: AKY/vb
 CHECKED BY: SG/vb
 APPROVED BY: [Signature]

VISTA CENTER
SANTA ANITA DEVELOPMENT CORP.

Amend. No. 1
to Declaration
Vista
AKY/vb
7/14/77
10/10/77

957
To Be Recorded and When
Recorded Mail To:

Mr. Arn K. Youngman
Santa Anita Development Corporation
363 San Miguel - P. O. Box 1880
Newport Beach, California 92660

Villaseno
78-141199
FILE/PAGE NO.
BOOK 1976
RECORDED REQUEST OF

ADDRESSEE
APR 10 3 15 PM '78
OFFICIAL RECORDS
SAN DIEGO COUNTY, CALIF.
HARLEY F. BLOOM
RECORDER

#10

AMENDMENT NO. 1 \$3.00

THIS AMENDMENT NO. 1 is made October 11, 1977, to DECLARATION OF ESTABLISHMENT OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS AND GRANT OF EASEMENTS dated July 12, 1976, by and between VONS REALTY CO., SAV-ON REALTY, INC., and SANTA ANITA DEVELOPMENT CORPORATION.

WITNESSETH:

WHEREAS, the hereinabove referred to Declaration of Establishment of Protective Covenants, Conditions and Restrictions and Grant of Easements ("Declaration") was recorded July 20, 1976, as File/Page No. 76-228870, Book 1976, pages 656 through 677, Official Records of San Diego County, California; and

WHEREAS, the parties hereto constitute the necessary parties to amend the hereinabove referred to Declaration.

NOW, THEREFORE, said Declaration is amended as follows:

1. Exhibit B is hereby deleted, and substituted therefor is the Exhibit B attached hereto.
2. The words and numerals, "one hundred twenty-six thousand three hundred and sixty (126,360)", appearing in Article 5.6, lines 13 and 14, page 8, are hereby deleted, and substituted therefor are the words and numerals, "one hundred twenty-seven thousand eight hundred and ten (127,810)".
3. The following words and numerals appearing in Article 5.6 are hereby deleted:

Parcel No.	Initial Ground Floor Building Area	% of Total
1	3,500 sq. ft.	2.77
2	25,500	20.18
3	7,200	5.70
4	27,160	21.49
5	9,800	7.76
6	23,300	18.84
7	6,500	5.14
8	3,500	2.77
9	10,400	8.23
10	5,400	4.27
11	3,600	2.85
	<u>126,360</u>	<u>100.00%</u>

and substituted therefor are the following words and numerals:

(continued on page 2)

No 141199

Amend. No. 11
to Declaration
Vista
AKY/vb
2/13/77
SG/vb
10/10/77

Parcel No.	Initial Ground Floor Building Area	% of Total
1	3,500 sq. ft.	2.74
2	25,500	19.95
3	7,200	5.63
4	27,160	21.25
5	9,050	7.08
6	23,800	18.62
7	6,500	5.09
8	3,500	2.74
9	12,000	9.39
10	5,400	4.22
11	4,200	3.29
	<u>127,810</u>	<u>100.00%</u>

4. This AMENDMENT NO. 1 may be executed and acknowledged in separate counterparts by each of the parties hereto.

5. Except as herein modified, the terms of the Declaration dated July 12, 1976, remain unaltered.

IN WITNESS WHEREOF, this AMENDMENT NO. 1 has been executed on the date first above written.

19 JOE J. VILLASENOR
 20 [Signature]
 21
 22 VERA J. VILLASENOR
 23 [Signature]
 24
 25
 26
 27
 28
 29

TO 1984 CA 117 741
(Individual)



STATE OF CALIFORNIA } SS.
COUNTY OF SAN DIEGO }
On JANUARY 28, 1978 before me, the undersigned, a Notary Public in and for said State, personally appeared JOE J. AND VERA J. VILLASENOR *

to be the person whose name subscribed to the within instrument and acknowledged that they executed the same.
WITNESS my hand and official seal.

Signature [Signature]

OFFICIAL SEAL
 RODNEY C. JONES
 NOTARY PUBLIC
 PRINCIPAL OFFICE
 SAN DIEGO COUNTY
 My Commission Expires December 29, 1978

(This area for official notarial seal)

No 141199

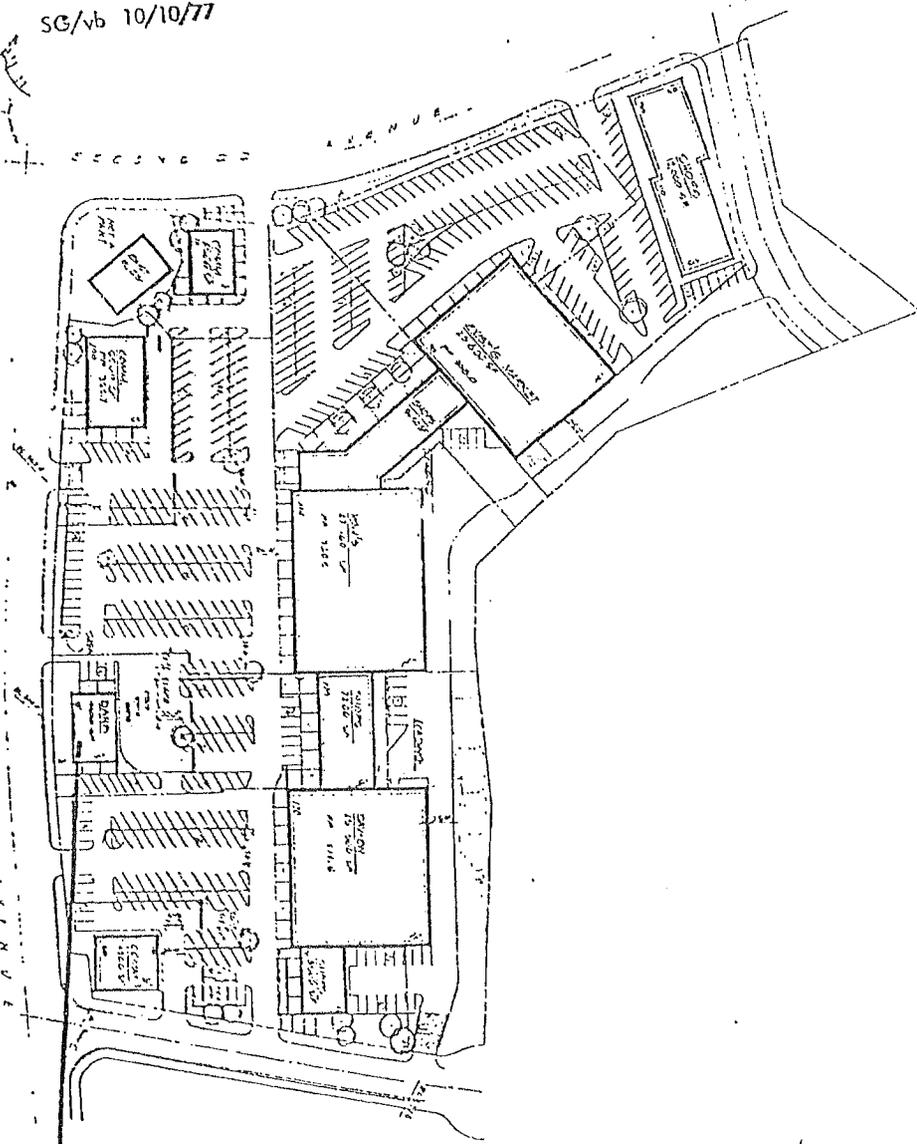
Amend. No. 1
to Declaration
Vista

AKY/vb
9/14/77

SG/vb 10/10/77

SOPE

PLANNING AND ARCHITECTURE MEMBERS SA 440 UPAS STREET SAN DIEGO CALIFORNIA 92103 P.O. BOX 1312 TELEPHONE 744 1301



3,600 SF
plus 1,800 SF Mezzanine

SITE SUBMITTALS
SITE AREA 181,241 SF
BUILDING AREA 153,600 SF
PARKING 10,100 SF
MEZZANINE 1,800 SF
TOTAL 196,841 SF

No 141199

**VISTA CENTER
SANTA ANITA DEVELOPMENT CORP.**

GRANT OF RIGHT OF WAY

822

#4

MAYFAIR MARKETS, A CALIFORNIA CORPORATION

hereafter called the "Grantor," for and in consideration of the sum of One Dollar, and other valuable consideration, receipt whereof is hereby acknowledged, do hereby grant to the San Diego Gas & Electric Company, a corporation, its successors and assigns, hereinafter called the "Grantee," the right, easement and privilege of placing, erecting, constructing, repairing, replacing, maintaining and using, a line of poles with wires suspended thereon and all necessary and proper guys, anchorage, crossarms, braces and other fixtures for use in connection therewith, at such locations and elevations upon, along and over the hereinafter described right of way as Grantee may now or hereafter deem convenient and necessary from time to time, for the transmission and distribution of electricity for all purposes for which it may be used, together with the right of ingress thereto and egress therefrom, to and along said line, over and across the

Grantor's land situate in the County of San Diego State of California, and more particularly described as follows:

Those portions of Lots 45 and 46 of Orleavo Heights, Unit No. 2, according to Map thereof No. 2035, filed in the office of the Recorder of said County of San Diego, described in a Deed recorded February 20, 1963 at Recorder's File Page No. 31085, Official Records of said County of San Diego.

The right of way in the aforesaid lands is particularly described as follows:

Within that certain 12.0 foot strip of land, being 6.0 feet on each side of the following described center lines:

Commencing at a point on the Westerly line of said Lot 45, distant thereon South 3° 16' 22" West, 57.95 feet from the Northwest corner thereof; thence North 36° 05' 22" East, 193.55 feet to the true point of beginning of said center line of right of way; thence from said true point of beginning, South 22° 33' 23" East, 271.90 feet.

Also: Beginning at said true point of beginning; thence South 86° 05' 22" West, 203.55 feet.

Also: Within those certain 4.0 foot strips of land, being 2.0 feet on each side of the following described center lines:

- 1. Beginning at said true point of beginning; thence North 61° 00' East, 25.0 feet.
2. Beginning at said true point of beginning; thence North 22° 33' 23" West, 10.0 feet.

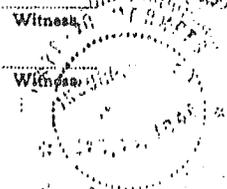
It is also understood and agreed by the parties hereto that the Grantee may place, erect and maintain, on the lands of the Grantor adjacent to the above described right of way such anchorage as may be necessary to properly guy the power pole line erected over said right of way.

Grantor and its successors in estate shall not erect or construct, or permit to be erected or constructed, any building or other structure, plant any tree or trees, or drill any well or wells, within the limits of said right of way.

The Grantee is also hereby granted the right to trim any trees along or adjacent to said line of poles and wires whenever considered by it necessary for the proper operation and use of the rights hereby granted.

In Witness Whereof, the Grantor executed these presents this 28th day of October, 1963. Executed in the Presence of:

MAYFAIR MARKETS, A CALIFORNIA CORPORATION



Handwritten signatures of the President and Secretary of Mayfair Markets, A California Corporation.

DRAWN BY [Signature]
CHECKED BY [Signature]
SKETCH NO. 1113

NOTARIES - USE PROPER FORM ON BACK.

WITNESS FORM

2563

STATE OF CALIFORNIA, } ss.
County of San Diego.

On this day of A. D. 19....., before me,
a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared known to me to be the person... whose
name subscribed to the within instrument, as a Witness thereto, who being by me duly sworn, deposed and say...:
That be reside in and that
..... he present and saw
personally known to him to be the same person whose name subscribed
to the within and annexed Instrument, execute and deliver the same, and he
acknowledged to said affiant that he executed the same; and that said affiant
subscribed h name thereto as a Witness.

In Witness Whereof, I have hereunto set my hand and affixed my official seal
the day and year in this certificate first written.

Notary Public in and for the County of San Diego, State of California

GENERAL FORM

STATE OF }
County of } ss.

On this day of A.D. 19....., before me,
a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared
personally known to me to be the person...
whose name subscribed to the within Instrument, and duly acknowledged to me that he executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal
the day and year in this certificate first above written.

Notary Public in and for said County and State.

201166
FILE/PAGE NO.
RECORDED REQUEST OF
SAN DIEGO GAS & ELECTRIC CO
Nov 8 9 01 AM '63
SERIES 4 BOOK 1963
OFFICIAL RECORDS
SAN DIEGO COUNTY, CALIF.
A. S. GRAY, RECORDER

SAN DIEGO GAS & ELECTRIC CO.
P. O. BOX 1831
SAN DIEGO 12, CALIFORNIA
ATTN. OF C. F. RAUNER

MAIL TO

SAN DIEGO GAS & ELECTRIC
COMPANY
TO

A CALIFORNIA CORPORATION

MAYFAIR MARKETS,

GRANT OF RIGHT OF WAY

57284
Original

CORPORATION FORM

STATE OF California } ss.
County of San Diego

On this 28th day of October A. D. 1963, before me, H. J. Mullard
a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared
J. Earl Garrett known to me to be the President and
Allen S. Tingey known to me to be the Secretary of the

Mayfair Markets
the Corporation that executed the within Instrument, known to me to be the persons
who executed the within Instrument, on behalf of the Corporation therein named, and
acknowledged to me that such Corporation executed the within instrument pursuant
to its By-Laws or a Resolution of its Board of Directors.

In Witness Whereof, I have hereunto set my hand and affixed my official seal
the day and year in this certificate first above written.

H. J. MULLARD

Notary Public in and for said County and State.

My Commission Expires Feb. 15, 1964

After Recording, Please
Mail This Instrument To:

34 Portion of Tax Roll Parcel No.'s 179-06-20
179-07-43
179-08-23,24,25

City of Vista
P. O. Box 108
Vista, California 92083

#5

EASEMENT FOR CITY STREET

Documentary Transfer Tax \$ _____

KNOW ALL MEN BY THESE PRESENTS: ARDEN-MAYFAIR, INC., a Delaware
Corporation

Grantor , of the City of Vista, County of San Diego,
State of California, owner of the hereinafter described
lands, for a valuable consideration, the receipt whereof is hereby acknowledged,
and the benefits to accrue to it, by reason of the location and establish-
ment by the City of Vista, County of San Diego, State of California, of a public
highway upon, over and across said lands, it does do hereby signify
its approval of and consent to the location, establishment and con-
struction of such highway thereon and it does, by these presents
hereby grant, convey and dedicate to the City of Vista, County of San Diego, State
of California, grantee, the right of way and incidents thereto for such public
highway upon, over and across the said lands, hereinafter described, lying and
being in the City of Vista, County of San Diego, State of California, and parti-
cularly described as follows, to-wit:

Parcel 1 35

A portion of Lot 47 and a portion of Lot 48 of Orieano Heights, Unit No. 2,
in the City of Vista, County of San Diego, State of California, as shown
on Map thereof No. 2035, filed in the Office of the San Diego County
Recorder on June 15, 1927, described as follows:

Beginning at the most Southerly corner of said Lot 48; thence North 69°
15' 52" West, along the Southerly line of said Lot 48, 158.07 feet to
THE TRUE POINT OF BEGINNING; thence, continuing North, 69° 15' 52" West,
along said Southerly line, 70.93 feet to the beginning of a tangent 1570.00
foot radius curve concave Northeasterly with a central angle of 4° 42' 38";
thence Northwesterly, along the arc of said curve, 129.08 feet to the most
Southerly corner of the land described in deed to Dale E. Wood and Wife
recorded July 7, 1954 as File No. 87723 in Book 5290, Page 571 of Official
Records; thence North 28° 21' 40" East, along the Southeasterly line of
said Wood's land, 8.21 feet to a point which bears South 27° 27' 47" West
from the center of a nontangent 1950.00 foot radius curve with a central
angle of 5° 51' 21"; thence Southeasterly, along the arc of said curve,
199.30 feet; thence South 20° 44' 08" West 0.24 feet to the TRUE POINT OF
BEGINNING.

V-145-R-A

Mar-105 (CS) Act. Conf. Prop. (Rev. 12-74)

73-173997
5

A portion of Lot 48 and a portion of Lot 49 of Orleavo Heights, Unit No. 2, in the City of Vista, County of San Diego, State of California, as shown on Map thereof No. 2055, filed in the Office of the San Diego County Recorder on Jun. 15, 1927, and a portion of Lot 88 of Orleavo Heights, Unit No. 3, in the City of Vista, County of San Diego, State of California, as shown on Map thereof No. 2059, filed in the Office of the San Diego County Recorder on September 27, 1927, described as follows:

Beginning at the most Westerly corner of said Lot 49; thence South $69^{\circ} 15' 52''$ East 26.44 feet to the TRUE POINT OF BEGINNING; SAID TRUE POINT OF BEGINNING ALSO BEING THE BEGINNING OF A TANGENT 25.00 foot radius curve concave Northerly with a central angle of $76^{\circ} 29' 03''$; thence Easterly and Northeasterly, along the arc of said curve, 33.37 feet to the end of curve; thence North $34^{\circ} 15' 00''$ East 376.18 feet to the beginning of a tangent 25.00 foot radius curve concave Westerly with a central angle of $42^{\circ} 50' 00''$; thence Northerly, along the arc of said curve, 18.69 feet to a point of reverse curvature of a tangent 50.00 foot radius curve concave Southerly with a central angle of $265^{\circ} 40' 00''$; thence Northerly, Easterly and Southerly, along the arc of said curve, 231.84 feet to a point of reverse curvature of a tangent 25.00 foot radius curve concave Easterly with a central angle of $42^{\circ} 50' 00''$; thence Southerly, along the arc of said curve, 18.69 feet to the end of curve; thence South $34^{\circ} 15' 00''$ West 349.74 feet to the beginning of a tangent 25.00 foot radius curve concave Northeasterly with a central angle of $103^{\circ} 30' 52''$; thence Southerly and Easterly, along the arc of said curve, 45.17 feet to the end of curve; thence leaving said curve, North $69^{\circ} 15' 52''$ West 113.14 feet to the TRUE POINT OF BEGINNING.

V-145-R-B

(New street northeast from South Santa Fe Avenue south of Santa Fe Place)

73-173997
5



A portion of Lot 45 of Orleavo Heights, Unit No. 2, in the City of Vista, County of San Diego, State of California, as shown on Map thereof No. 2035, filed in the Office of the San Diego County Recorder on June 15, 1927, described as follows:

Beginning at the Northwest corner of said Lot 45; thence South $3^{\circ}16'22''$ West, along the Westerly line of said Lot, 1.01 feet to the TRUE POINT OF BEGINNING; thence leaving said Westerly line South $77^{\circ}00'00''$ East 181.21 feet; thence North $61^{\circ}00'00''$ East 184.97 feet to a point on the Easterly line of said Lot 45; thence South $3^{\circ}16'22''$ West, along said Easterly line 128.60 feet; thence, leaving said Easterly line, South $73^{\circ}30'00''$ West 53.22 feet to the beginning of a tangent 230.00 foot radius curve concave Northerly with a central angle of $29^{\circ}30'00''$; thence Westerly, along the arc of said curve, 118.42 feet to the end of curve; thence tangent to said curve, North $77^{\circ}00'00''$ West 147.65 feet to the beginning of a tangent 25.00 foot radius curve concave Southeasterly with a central angle of $57^{\circ}29'33''$; thence Southwesterly, along the arc of said curve, 25.09 feet to a point on the Westerly line of said Lot 45; thence North $3^{\circ}16'22''$ East along said Westerly line 71.60 feet to the TRUE POINT OF BEGINNING.

(New street east from Escondido Avenue)

73-173997
5

Parcel 4

A portion of Lot 45 and a portion of Lot 46 of Orleavo Heights, Unit No. 2, in the City of Vista, County of San Diego, State of California, as shown on Map thereof No. 2035, filed in the Office of the San Diego County Recorder, on June 15, 1927, described as follows:

Beginning at the Northwest corner of said Lot 45; thence South $3^{\circ} 16' 22''$ West, along the West line of said Lot 45, 131.13 feet to the TRUE POINT OF BEGINNING; said TRUE POINT OF BEGINNING also being a point which bears South $89^{\circ} 24' 30''$ East from the center of a 1329.43 foot radius curve concave Westerly with a central angle of $2^{\circ} 40' 52''$; thence Southerly, along the arc of said curve, 85.61 feet to the end of curve; thence South $3^{\circ} 16' 22''$ West 16.37 feet to the beginning of a tangent 1042.00 foot radius curve concave Westerly with a central angle of $3^{\circ} 33' 04''$; thence Southerly, along the arc of said curve, 64.58 feet to a point on the westerly line of said Lot 46; thence North $3^{\circ} 16' 22''$ East, along the Westerly line of said Lot 46, 80.11 feet to the Northwest corner of said Lot 46; thence continuing North $3^{\circ} 16' 22''$ East, along the Westerly line of said Lot 45, 86.38 feet to the TRUE POINT OF BEGINNING.

V-145-R-D

(Easement Deed for widening of East side of Escondido Avenue)

73-173997
5

ATTACHMENT

Attached is the document you (or someone on your behalf) requested. As required by Section 12956.1(b) of the Government Code, please take note of the following:

#16

"If this document contains any restriction based on race, color, religion, sex, familial status, marital status, disability, national origin, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.1 of the Government code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status."

Anend. No. 1
to Declaration
Vista
AKY/vb
9/14/77
10/10/77

To be Recorded and When
Recorded Mail To:

Mr. Arn K. Youngman
Santa Anita Development Corporation
363 San Miguel - P. O. Box 1860
Newport Beach, California 92660

#6

FILE/PAGE NO. 78-113089
BOOK 1976
RECORDED REQUEST OF
TITLE INSURANCE & TRUST CO.
MAR 23 8:00 AM '78
OFFICIAL RECORDS
SAN DIEGO COUNTY, CALIF.
HARLEY F. BLOOM, RECORDER

1025473

AMENDMENT NO. 1

THIS AMENDMENT NO. 1 is made October 11, 1977, to DECLARATION OF ESTABLISHMENT OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS AND GRANT OF EASEMENTS dated July 12, 1976, by and between VONS REALTY CO., SAV-ON REALTY, INC., and SANTA ANITA DEVELOPMENT CORPORATION.

WITNESSETH:

WHEREAS, the hereinabove referred to Declaration of Establishment of Protective Covenants, Conditions and Restrictions and Grant of Easements ("Declaration") was recorded July 20, 1976, as File/Page No. 76-228870, Book 1976, pages 656 through 677, Official Records of San Diego County, California; and

WHEREAS, the parties hereto constitute the necessary parties to amend the hereinabove referred to Declaration.

NOW, THEREFORE, said Declaration is amended as follows:

1. Exhibit B is hereby deleted, and substituted therefor is the Exhibit B attached hereto.
2. The words and numerals, "one hundred twenty-six thousand three hundred and sixty (126,360)", appearing in Article 5.6, lines 13 and 14, page 8, are hereby deleted, and substituted therefor are the words and numerals, "one hundred twenty-seven thousand eight hundred and ten (127,810)".
3. The following words and numerals appearing in Article 5.6 are hereby deleted:

<u>Parcel No.</u>	<u>Initial Ground Floor Building Area</u>	<u>% of Total</u>
1	3,500 sq. ft.	2.77
2	25,500	20.18
3	7,200	5.70
4	27,160	21.49
5	9,800	7.76
6	23,800	18.84
7	6,500	5.14
8	3,500	2.77
9	10,400	8.23
10	5,400	4.27
11	3,600	2.85
	<u>126,360</u>	<u>100.00%</u>

and substituted therefor are the following words and numerals:

(continued on page 2)

Amend. No. 1
 Declaration
 Vista
 AKY/vb
 10/14/77
 IG/vb
 10/10/77

Parcel No.	Initial Ground Floor Building Area	% of Total
1	3,500 sq. ft.	2.74
2	25,500	19.95
3	7,200	5.63
4	27,160	21.25
5	9,050	7.08
6	23,800	18.62
7	6,500	5.09
8	3,500	2.74
9	12,000	9.39
10	5,400	4.22
11	4,200	3.29
	<u>127,810</u>	<u>100.00%</u>

4. This AMENDMENT NO. 1 may be executed and acknowledged in separate counterparts by each of the parties hereto.

5. Except as herein modified, the terms of the Declaration dated July 12, 1976, remain unaltered.

IN WITNESS WHEREOF, this AMENDMENT NO. 1 has been executed on the date first above written.

VONS REALTY CO.

By: _____ (SEAL)
 By: William J. Birney, Jr.

STATE OF CALIFORNIA }
 COUNTY OF Los Angeles } SS.
 On October 17, 1977



State, personally appeared James P. Stewart before me, the undersigned, a Notary Public in and for said County of Los Angeles, California, known to me to be the Vice President, and William J. Birney, known to me to be the Secretary of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.
 Signature Janet L. Leason

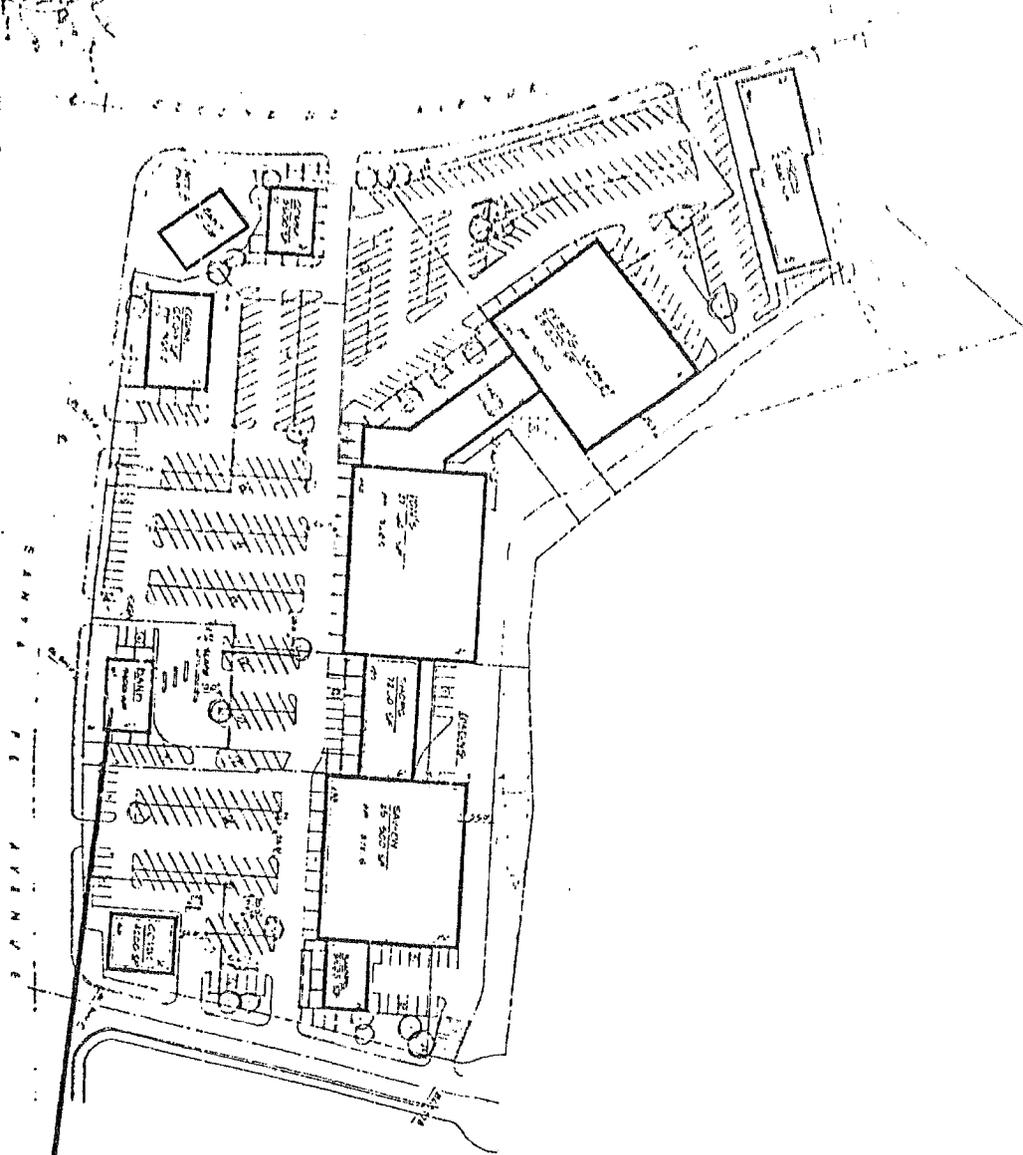
(This area for official notarial seal)

36
 37
 38

Amend. No. 1
 to Declaration
 Vista
 AKY/vb
 9/14/77 SG/vb 10, 10/77

sgpa

PULPING AND ARCHITECTURE MEMBERS 440 UPAS STREET SAN DIEGO CALIFORNIA 92103 P.O. BOX 3328 TELEPHONE 734 637 2181 FAX 734 637 2181



3,600 SF
 plus 1,800 SF Mezzanine

SITE SUMMARY/SCHEDULE B
 SITE AREA 441,217 SF
 BUILDING AREA 127,610 SF
 SITE/BLDG. RATIO 5:1
 PARKING 1,800 SF



VISTA CENTER
SANTA ANITA DEVELOPMENT CORP.

EXHIBIT B

3
 No 113089

23F

TRANSFER TAX NONE
SAN DIEGO GAS & ELECTRIC CO.

1175

#1

FILE/PAGE NO. 77-407103
ECON 1977
RECORDED REQUEST OF

SIGNATURE

[Handwritten Signature]

SAN DIEGO GAS & ELECTRIC CO.
OCT 4 9 01 AM '77

MAIL TO
SAN DIEGO GAS & ELECTRIC CO.
P. O. BOX 1831
SAN DIEGO, CALIFORNIA, 92112
ATTN. OF J. C. KENNEDY

RECEIVED
OCT 4 9 01 AM '77
SAN DIEGO GAS & ELECTRIC CO.

SPACE ABOVE FOR RECORDER'S USE

\$6.00

106.28

RIGHT OF WAY

SANTA ANITA DEVELOPMENT CORPORATION, a California
corporation

_____, hereinafter called "Grantor", for valuable consideration, grant(s) to San Diego Gas & Electric Company, a corporation, its successors and assigns, hereinafter called "Grantee", an easement and right of way upon, over, under and across the lands hereinafter described to excavate for, place, construct, repair, replace, change the size of, maintain and use a line of pipe and all necessary and proper fixtures and equipment for use in connection therewith, for the transmission and distribution of GAS for all purposes for which it may be used, at such locations and elevations upon, along and under the hereinafter described easement and right of way as Grantee may now or hereafter deem convenient and necessary at any time and from time to time, together with the right of ingress thereto and egress therefrom, to and along said easement and right of way, over and across Grantor's land situated in the County of San Diego, State of California, and more particularly described as follows:

Lots 3, 5, 6, 8 and 9 of Vista Tract No. 75-8, according to Map thereof No. 8344, filed in the office of the County Recorder of said County of San Diego.

The said easement and right of way in the aforesaid lands shall be:

PARCEL "A":

That certain strip of land 10.00 feet in width, being 5.00 feet on each side of the following described center line:

Commencing at the most Northerly corner of said Lot 3; thence along the Northeasterly line thereof South $65^{\circ} 59' 48''$ East, 65.47 feet; thence North $87^{\circ} 27' 40''$ East, 11.51 feet to the TRUE POINT OF BEGINNING of the center line herein described; thence from said TRUE POINT OF BEGINNING South $24^{\circ} 00' 12''$ West, 15.50 feet.

ALSO: Beginning at said TRUE POINT OF BEGINNING; thence South $87^{\circ} 27' 40''$ West, 32.40 feet.

PARCEL "B":

That certain strip of land 10.00 feet in width, being 5.00 feet on each side of the following described center line:

Beginning at a point on the boundary of said Lot 5, distant thereon South $16^{\circ} 44' 18''$ East, 77.23 feet from the most Northerly corner thereof; thence from said POINT OF BEGINNING North $65^{\circ} 59' 48''$ West, 5.28 feet; South $73^{\circ} 15' 42''$ West, 6.00 feet.

PARCEL "C":

That certain strip of land 10.00 feet in width, being 5.00 feet on each side of the following described center line:

Beginning at a point on the Southerly boundary of said Lot 9, distant thereon South $73^{\circ} 15' 42''$ West, 10.42 feet from the most Easterly corner thereof; thence from said POINT OF BEGINNING North $16^{\circ} 44' 18''$ West, 28.98 feet; thence South $71^{\circ} 04' 00''$ East, 26.00 feet; thence South $16^{\circ} 44' 18''$ East, 154.00 feet; thence South $14^{\circ} 17' 50''$ East, 49.44 feet to the Southerly line of said Lot 6.

PARCEL "D":

That certain strip of land 10.00 feet in width, being 5.00 feet on each side of the following described center line:

1177

Beginning at a point on the Westerly line of said Lot 6, distant thereon South $03^{\circ} 16' 22''$ West, 47.03 feet from the Northwest corner thereof; thence from said POINT OF BEGINNING South $86^{\circ} 43' 26''$ East, 12.00 feet.

PARCEL "E":

That certain strip of land 10.00 feet in width, being 5.00 feet on each side of the following described center line:

Beginning at a point on the Northwesterly line of said Lot 8, distant thereon South $30^{\circ} 30' 48''$ West, 93.26 feet from the most Northerly corner thereof; thence from said POINT OF BEGINNING South $65^{\circ} 59' 48''$ East, 67.54 feet; thence South $06^{\circ} 45' 00''$ East, 28.00 feet.

EXCEPTING THEREFROM any portion lying within the exterior boundary of any building existing on the date of this easement.

3B

1179

FILE/PAGE NO. 77-407104
BOOK 1977
RECORDED REQUEST OF

TRANSFER TAX NONE
SAN DIEGO GAS & ELECTRIC CO.

SIGNATURE

Charles B. ...

#8

SAN DIEGO GAS & ELECTRIC CO.
OCT 4 9 01 AM '77

OFFICIAL RECORDS
SAN DIEGO COUNTY CALIF.
HARLEY E. BLOOM
RECORDER

MAIL TO
SAN DIEGO GAS & ELECTRIC CO.
P. O. BOX 1831
SAN DIEGO, CALIFORNIA, 92112
ATTN. OF J. C. KENNEDY

\$7.00

SPACE ABOVE FOR RECORDER'S USE

106729

RIGHT OF WAY

SANTA ANITA DEVELOPMENT CORPORATION, a California corporation

_____, hereinafter called "Grantor", for valuable consideration, grant(s) to San Diego Gas & Electric Company, a corporation, hereinafter called "Grantee", an easement and right of way, upon, over, under and across lands hereinafter described, to excavate for, place, lay, construct, operate, use, maintain, repair, replace, reconstruct and/or remove at any time and from time to time, for the transmission and distribution of ELECTRICITY for all purposes for which it may be used, underground facilities consisting of conduits, manholes, handholes and junction boxes with wires and cables placed therein and aboveground structures consisting of pads, transformers, and other aboveground structures necessary for the operation of said underground facilities and all miscellaneous equipment and material connected therewith, together with the right of ingress thereto and egress therefrom to and along said facilities, over and across Grantor's land situated in the County of San Diego, State of California, and more particularly described as follows:

Lots 3, 5, 6, 8 and 9 of Vista Tract No. 75-8, according to Map thereof No. 8344, filed in the office of the County Recorder of said County of San Diego.

The said easement and right of way in the afore-said lands shall be:

PARCEL A:

That certain strip of land 10.00 feet in width, being 5.00 feet on each side of the following described center line:

Commencing at the most Northerly corner of said Lot 3; thence along the Northeasterly line thereof South 65° 59' 48" East, 65.47 feet; thence North 87° 27' 40" East, 11.51 feet to the TRUE POINT OF BEGINNING of the center line herein described; thence from said TRUE POINT OF BEGINNING South 24° 00' 12" West, 15.50 feet.

ALSO: Beginning at said TRUE POINT OF BEGINNING; thence South 87° 27' 40" West, 32.40 feet.

PARCEL B:

That certain strip of land 10.00 feet in width, being 5.00 feet on each side of the following described center line:

Beginning at a point on the boundary of said Lot 5, distant thereon South 16° 44' 18" East, 77.23 feet from the most Northerly corner thereof; thence from said POINT OF BEGINNING North 65° 59' 48" West, 5.28 feet; thence South 73° 15' 42" West, 6.00 feet.

PARCEL C:

That certain strip of land 10.00 feet in width, being 5.00 feet on each side of the following described center line:

Beginning at a point on the Southerly boundary of said Lot 9, distant thereon South 73° 15' 42" West, 10.42 feet from the most Easterly corner thereof; thence from said POINT OF BEGINNING North 16° 44' 18" West, 28.98 feet; thence South 71° 04' 00" East, 26.00 feet; thence South 16° 44' 18" East, 154.00 feet; thence South 14° 17' 50" East, 45.44 feet to the Southerly line of said Lot 6.

PARCEL D:

That certain strip of land 10.00 feet in width, being 5.00 feet on each side of the following described center line:

Beginning at a point on the Westerly line of said Lot 6, distant thereon South 03° 16' 22" West, 47.03 feet from the Northwest corner thereof; thence from said POINT OF BEGINNING South 86° 43' 26" East, 12.00 feet.

1181

PARCEL E:

That certain strip of land 10.00 feet in width, being 5.00 feet on each side of the following described center line:

Beginning at a point on the Northwesterly line of said Lot 8, distant thereon South 30° 30' 48" West, 93.26 feet from the most Northerly corner thereof; thence from said POINT OF BEGINNING South 65° 59' 48" East, 87.54 feet; thence South 06° 45' 00" East, 28.00 feet.

EXCEPTING THEREFROM any portion lying within the exterior boundary of any building existing on the date of this easement.

Grantor shall not erect, place or construct, nor permit to be erected, placed or constructed, any building or other structure, plant any tree, dig or drill any well, within the limits of said easement and right of way.

Grantor shall not increase or decrease the ground surface elevations within the boundaries of the said easement and right of way existing at the date of execution of this instrument, without the previous written consent of the Grantee.

Grantee shall have the right to trim and cut trees, foliage and roots upon and within said easement and right of way whenever in Grantee's judgment the same shall be necessary or proper for the convenient and safe exercise of the rights herein granted.

The terms, covenants and conditions of this easement and right of way shall be binding upon and inure to the benefit of any heirs, executors, administrators, permittees, licensees, agents or assigns of Grantor and the successors and assigns of Grantee.

IN WITNESS WHEREOF, the Grantor _____ executed this instrument this 26th day of December, 19 77. Executed in the Presence of:

Witness

SANTA ANITA DEVELOPMENT CORPORATION, a California corporation

By Dennis Berryman, President

By Ann K. Youngman, Secretary

DRAWN BY... Ott
CHECKED BY... [Signature]
SKETCH NO.....
DATE..... 12/10/76
MOPAC NO... 03696-01

NO 407104

CORPORATION FORM

STATE OF California)

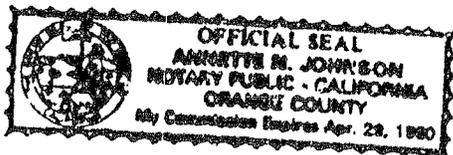
SS.

COUNTY OF Orange)

ON THIS 29th day of March, 19 77, before me, the undersigned, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Dennis Berryman, known to me to be the President and Arn K. Youncman, known to me to be the Secretary of Santa Anita Development Corporation, the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument, on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within Instrument pursuant to its By-Laws or a Resolution of its Board of Directors.

WITNESS my hand and official seal.

[Signature]
Notary Public in and for said County and State



No 407104

5

RECORDED AT REQUEST OF 10003
NAME _____
ADDRESS _____
CITY _____ STATE _____
WHEN RECORDED RETURN TO

77-456503
TITLE INSURANCE AND TRUST COMPANY
NOV 3 1 59 PM '77

U.S. DEPT. OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Name _____
Address _____
City _____ State _____

RETURN TO RIGHT OF WAY DEPT.
THE PAC. TEL. & TEL. CO.
4630 Robinson Court, Room 100
San Diego California 92111

\$ 100.

SPACE ABOVE THIS LINE FOR RECORDERS USE

VISTA INDIANA GRANT OF EASEMENT DB-87763-D

SANTA ANITA DEVELOPMENT CORPORATION, a California corporation
hereby grant to THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY, a corporation, its successors and assigns, an easement to construct, place, operate, inspect, maintain, repair, replace and remove such underground communication structures
Grantor has from time to time require, consisting of cables, conduits, manholes, markers, pedestals and necessary
fixtures and appurtenances, in, under, and upon that certain real property in the County of San Diego, State of California described as:

Lots 6, 8 and 9 of Vista Tract No. 75-8 subdivision as said lots are shown on map of said subdivision filed for record as Map No. 8344 on the 20 day of July, 1976, in the Office of the County Recorder of San Diego County.

The above described easement shall be located on strips of land 10.00 feet in width in said property, the center lines of which are described as follows:

- 1. That certain strip of land 10.00 feet in width, being 5.00 feet on each side of the following described center line:

Beginning at a point on the Southerly boundary of said Lot 9, distant thereon South 73°15'42" West, 10.42 feet from the most Easterly corner thereof; thence from said POINT OF BEGINNING north 16°44'18" West, 28.98 feet; thence South 71°04'00" East, 26.00 feet; thence South 16°44'18" East, 134.00 feet; thence South 14°17'50" East, 49.44 feet to the Southerly line of said Lot 6.

- 2. That certain strip of land 10.00 feet in width, being 5.00 feet on each side of the following described center line:

Beginning at a point on the Westerly line of said Lot 6, distant thereon South 03°16'22" West, 47.03 feet from the Northwest corner thereof; thence from said POINT OF BEGINNING South 86°43'26" East, 12.00 feet.

- 3. That certain strip of land 10.00 feet in width, being 5.00 feet on each side of the following described center line:

Beginning at a point on the Northwesterly line of said Lot 8, distant thereon South 30°30'48" West, 93.26 feet from the most Northerly corner thereof; thence from said POINT OF BEGINNING South 65°59'48" East 87.54'; thence South 06°45'00" East, 28.00'.

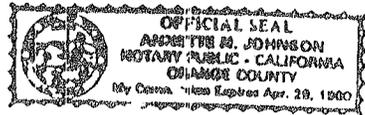
Grantor also grants to Grantee the right to trim such trees and other foliage and to cut such roots on said property as may be necessary for the protection of said structures, and to enter upon said property at all times for the purpose of exercising the rights hereby granted. Grantee shall be liable to Grantor for any damage which may occur to the above-described property by reason of negligence on the part of Grantee in the exercise of the easements granted.

IN WITNESS WHEREOF this instrument is executed this 21st day of October, 1977.

STATE OF CALIFORNIA)
COUNTY OF Orange) ss.
P-2631 F (6-75)
(CORPORATION)
On October 21, 1977 before me, the undersigned, a Notary Public in and for said State, personally appeared Dennis M. Berryman and Arn K. Youngman, known to me to be the President and Secretary

of the corporation that executed the within instrument, and to be the person, who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal,
Signature _____
Annette N. Johnson



SANTA ANITA DEVELOPMENT CORPORATION,
a California corporation
By _____
Dennis M. Berryman, President

By _____
Arn K. Youngman, Secretary

WITNESS:

Vertical text on the left margin, possibly a reference or note.

Vertical text on the right margin, possibly a reference or note.

#9

77-456503

3B
TRANSFER TAX NONE
SAN DIEGO GAS & ELECTRIC CO. 1034

SIGNATURE *[Handwritten Signature]*
SAN DIEGO GAS & ELECTRIC CO.

SIGNATURE _____

MAIL TO
SAN DIEGO GAS & ELECTRIC CO.
P. O. BOX 1831
SAN DIEGO, CALIFORNIA, 92112
ATTN. OF J. C. KENNEDY

#110

FILE/PAGE NO. 78-399029

BOOK 1978

RECORDED REQUEST OF

SAN DIEGO GAS & ELECTRIC CO.

SEP 19 10 08 AM '78

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

SPACE ABOVE FOR RECORDER'S USE

\$6.00

111301

RIGHT OF WAY

Santa Anita Development Corporation, a California corporation

_____, hereinafter called "Grantor", for valuable consideration, grant(s) to San Diego Gas & Electric Company, a corporation, hereinafter called "Grantee", an easement and right of way, upon, over, under and across lands hereinafter described, to excavate for, place, lay, construct, operate, use, maintain, repair, replace, reconstruct and/or remove at any time and from time to time, for the transmission and distribution of ELECTRICITY for all purposes for which it may be used, underground facilities consisting of conduits, manholes, handholes and junction boxes with wires and cables placed therein and aboveground structures consisting of pads, transformers, and other aboveground structures necessary for the operation of said underground facilities and all miscellaneous equipment and material connected therewith, together with the right of ingress thereto and egress therefrom to and along said facilities, over and across Grantor's land situated in the County of San Diego, State of California, and more particularly described as follows:

Lot 9 of Vista Tract No. 75-8, according to Map thereof No. 8344, filed in the office of the County Recorder of said County of San Diego.

The said easement and right of way in the aforesaid lands shall be 10.00 feet in width, being 5.00 feet on each side of the following described center line:

Commencing at the Northeast corner of said Lot 9, said corner bears North $16^{\circ} 44' 13''$ West from the most Easterly corner thereof; thence leaving said Northeast corner South $00^{\circ} 18' 42''$ West, 28.71 feet; thence North $15^{\circ} 42' 06''$ West, 3.00 feet to the TRUE POINT OF BEGINNING of the center line herein described; thence from said TRUE POINT OF BEGINNING retracing South $15^{\circ} 42' 06''$ East, 126.88 feet to an intersection with the center line of an easement granted to San Diego Gas & Electric Company, recorded October 4, 1977 at Recorder's File/Page No. 407104 of Official Records of said County of San Diego.

Grantor shall not erect, place or construct, nor permit to be erected, placed or constructed, any building or other structure, plant any tree, dig or drill any well, within the limits of said easement and right of way.

Grantor shall not increase or decrease the ground surface elevations within the boundaries of the said easement and right of way existing at the date of execution of this instrument, without the previous written consent of the Grantee.

Grantee shall have the right to trim and cut trees, foliage and roots upon and within said easement and right of way whenever in Grantee's judgment the same shall be necessary or proper for the convenient and safe exercise of the rights herein granted.

The terms, covenants and conditions of this easement and right of way shall be binding upon and inure to the benefit of any heirs, executors, administrators, permittees, licensees, agents or assigns of Grantor and the successors and assigns of Grantee.

IN WITNESS WHEREOF, the Grantor _____ executed this instrument this 28th day of August, 19 78.

Executed in the Presence of:

Do Not Use
Witness

Please sign & seal your Corp. Seal

Santa Anita Development Corporation, a California corporation,

By [Signature]
Dennis M. Berryman, President/Ass't Secy
By [Signature]
David C. Powell, Vice President

DRAWN BY...Hildebran
CHECKED BY.....
SKETCH NO...V-674
DATE.....8/16/78
MOPAC NO...03696-12

GENERAL FORM

TO 1945 CA (B-74)

(Corporation)



STATE OF CALIFORNIA }
COUNTY OF Orange } SS.

On August 28, 1978 before me, the undersigned, a Notary Public in and for said State, personally appeared David C. Powell

known to me to be the Vice President, and Dennis M. Berryman,

known to me to be Assistant Secretary of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

↑ STAPLE HERE ↓

Signature Annette N. Johnson
Annette N. Johnson



(This area for official notarial seal)