

**The following notice is pursuant to California Government Code
Section 12956.1(b)(1))**

Notice

If this document contains any restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code by submitting a “Restrictive Covenant Modification” form, together with a copy of the attached document with the unlawful provision redacted to the county recorder’s office. The “Restrictive Covenant Modification” form can be obtained from the county recorder’s office and may be available on its internet website. The form may also be available from the party that provided you with this document. 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.

Recording Requested By

When recorded mail document to

Above Space for Recorder's Use Only

RESTRICTIVE COVENANT MODIFICATION

I (We) _____ have an ownership interest of record in the property located at _____ that is covered by the document described below.

The following referenced document contains a restrictive covenant based on race, color, religion, sex, familial status, marital status, disability, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry that violates state and federal fair housing laws and that restriction is void. Pursuant to Section 12956.2 of the Government Code, this document is being recorded solely for the purpose of eliminating that restrictive

covenant as shown on page(s) _____ of the document recorded on _____ (date)

In book _____ and page _____, or Document No. _____ of the Official records of the County of _____, State of California.

The document referenced above was originally indexed in the following manner _____ and this document shall be indexed in like manner pursuant to Section 12956.2 (e).

The effective date of the terms and conditions of this modification document shall be the same as the effective date of the original document referenced above.

Dated _____



Printed Name(s)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }
COUNTY OF _____ }

On _____ before me, _____, a Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Restrictive Covenant Modification

Under current state law, including AB1466 effective January 1, 2022, homeowners can request to modify property documents that contain unlawful discriminatory covenants. Government Code Section 12956.2 allows a person who holds an ownership interest of record in property that the person believes is the subject of an unlawfully restrictive covenant to record a Restrictive Covenant Modification document to have the illegal language stricken. Unlawful restrictions include those restrictions based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, national origin, source of income as defined in Government Code Section 12955 subdivision (p), ancestry, or genetic information.

To Record a Restrictive Covenant Modification, you must:

- Complete a Restrictive Covenant Modification Form; this must be signed in front of a notary public.
- Attach a copy of the original document containing the unlawful restrictive language with the unlawful language stricken.
- Submit the completed document to the County Recorder.

This document requires the following:

1. Name(s) of current owner(s)
2. Identification of document page number and language in violation
3. Recording reference of document with unlawful restrictive covenant
4. Copy of referenced document attached complete with unlawful restrictive language stricken out
5. Signature(s) of owner(s)
6. Signature(s) acknowledged
7. Approval by County Counsel provided to County Recorder

Upon receipt, the Recorder's office will submit the document to County Counsel who will determine whether the original document contains any unlawful restrictions, as defined in Government Code Section 12956.2 subdivision (b). Only those determined to be in violation of the law will be recorded and those that are not, will be returned to the submitter unrecorded.

Please note that the County Recorder is not liable for modification not authorized by law. This is the sole responsibility of the holder of ownership interest who caused the modified recordation per Government Code Section 12956.2 subdivision (f).

Pursuant to the requirements of AB1466, and no later than July 1, 2022, the Assessor-County Clerk-Recorder will post an implementation plan outlining our strategy to identify records with discriminatory restrictions.

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14209

DOC # 2005-0519510



Recording Requested By:

JUN 21, 2005 2:00 PM

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18P
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1cm

RECORDED AT THE REQUEST OF
CHICAGO TITLE COMPANY
SUBDIVISION DEPT.

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
GREGORY J. SMITH, COUNTY RECORDER
FEES: 73.00 WAYS: 3
PAGES: 18



2005-0519510

When Recorded Mail To:
Panoramic Estates
P.O. 1955,
Vista, CA 92085-1955

43040330-450

Convenants, Conditions, and Restrictions
PANORAMIC ESTATES

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

RECITALS

- A. Declarant is the owner of real property ("Real Property") located in the County of San Diego, State of California, described on Exhibit "A" attached hereto and incorporated by reference.
- B. Declarant intends to establish a residential housing development upon the Real Property, and to impose upon the Real Property mutually beneficial restrictions under a general plan of improvement for the benefit of all of the Lots in the development and their Owners. The development is referred to herein as the "Project," as the same is further defined in Article I below.
- C. Declarant hereby establishes by this Declaration a plan for the ownership, improvement and maintenance of real property estates consisting of the separate property individual ownership of the Lots which comprise the Real Property.

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

ARTICLE I

DEFINITIONS

1. "COMMITTEE", means the Architectural and Landscaping Committee formed pursuant to Article III hereof.
2. "DECLARANT" means Panoramic Estates, a California General Partnership as well as its successors and assigns, but only if such successors and assigns acquire any portion of the Real Property for the purpose of Development and are designated by the assignor-Declarant as a succeeding "Declarant" in a writing which is recorded in the Office of the County Recorder of the County where the Project is located.
3. "DECLARATION" means this Declaration of Covenants, Conditions and Restrictions, as may be amended from time to time.
4. "IMPROVEMENTS" means the primary residential structure located or to be located upon any Lot, as well as all structures and appurtenances thereto of every type and kind, and all improvements at any time located upon any lot.
5. "LOT" means a plot of land shown upon the subdivision map of the Real Property recorded in the Official Records of the County Recorder of the county where the Project is located.
6. "OWNER" means and refers to the record holder or holders of title, if more than one, of a fee simple interest in a Lot in the Project. "Owner" shall include contract sellers, but shall exclude persons or entities having an interest merely as security for the performance of an obligation.
7. "PERSON" means a natural person, a corporation, a partnership, a trustee, or any other legal entity.
8. "PROJECT" means the Real Property, including all structures and improvements located and to be located thereon.
9. "REAL PROPERTY" means the Real Property described on Exhibit "A" attached to this Declaration.

ARTICLE II

USE RESTRICTIONS

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

1. Lot Use. No lot shall be occupied or used except as a single family residence, and no trade or business shall be conducted upon any Lot except that Declarant may use any Lot or Lots in the project owned by Declarant for a model display and/or sales office.
2. Improvements Subject to Approval. No improvements shall be commenced upon any Lot until the same have been approved by the "Committee" established by this Declaration. The procedures for obtaining subject approval from the Committee are set forth in Article III below.
3. Nuisances. No noxious or offensive activities shall be carried on upon any Lot, or any part of the Project, nor shall anything be done which may in any way interfere with the use and quiet enjoyment of any Owner of his respective Lot.
4. Vehicle Restrictions. No commercial vehicle, truck (other than standard size van or pick up truck), inoperable automobile, or similar equipment shall be permitted to park or be stored upon any area within the Project, other than temporarily. Commercial vehicles shall not include sedans or standard size pick up trucks which are used for both business and personal use, provided that any signs or markings of a commercial nature on such vehicles shall be unobtrusive and inoffensive as determined by the "Committee". No noisy or smoky vehicles shall be operated on the Project.

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

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

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

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

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

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

- a. No more than four (4) domestic animals (dogs and/or cats) may be kept on any Lot, and
- b. Aquarium fish and caged birds may be kept on any Lot, and
- c. No chickens, ducks, peacocks, nor any bird that squawks, crows, or has a call that can be heard for more than fifty (50) feet or penetrate the exterior of any residence, may be maintained on any property, and
- d. Other animals may be kept during course of any "4-H" project, so long as prior written consent of the Committee has been obtained in advance, and
- e. No more than two (2) horses may be kept on any lot.
- f. Such other animals may be allowed by the Committee, in its discretion.

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

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

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

9. Temporary Buildings. No shack, shed, privy or other building of a temporary nature or character shall be placed upon any portion of the Project, either temporarily or permanently, except as may be otherwise allowed in this Declaration. No garage, trailer, camper, motor home, boat, or recreational vehicle shall be used as a residence in the project, either temporarily or permanently.
10. Radio and Television Antennas. An Owner shall not construct or use an external radio or television antenna or satellite dish without the prior written approval of the committee; provided, however, that such approval shall not be required for one (1) standard size exterior single pole single family residential television antenna per Lot maintained in the back yard of the resident and one (1) standard size exterior single family residential television satellite dish per Lot screened by Landscaping in the backyard of the residence. No portion of a Lot may be used for towers, antennae, aerials, or other facilities for the transmission or reception of radio or wireless telephone communication including but not limited to cellular telephone communication.
11. Right to Lease. The respective Lots shall be used only as a single family residence, and shall not be rented for transient purposes (defined as rental for period of less than thirty (30) days) or for rooming or boarding house purposes. Subject to the foregoing restrictions, the Owner of the respective Lots shall have the right to lease same provided that the lease is in writing, expressly provided that the tenancy is made subject to the covenants, conditions, limitations, and restrictions contained in the Declaration, and provides that any failure by the tenant to comply with the term of the declaration shall be a default under the lease.
12. Business or Commercial Activity. No part of the Project shall ever be used, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, or other such nonresidential purposes, except that the following are authorized: Professional and administrative occupations without external evidence thereof may be conducted by Owners so long as such occupations are in conformance with local governmental ordinances, and such activities are merely incidental to the use of the Lot as a single family residence. Commercial greenhouses are not permitted.
13. No Mining and Drilling. No portion of the Project shall be used for the purpose of mining, quarrying, boring, or exploring for or removing oil, gas or other hydrocarbons, minerals, rocks, stones, gravel, or earth. Drilling water wells is permitted.
14. Clothes Lines. No clothes lines shall be used on the property for any purpose.
15. Drainage. There shall be no interference with or obstruction of the established surface drainage pattern over any Lot within the project, unless adequate alternative provision is made for property drainage and is first approved in writing by the Committee and the Engineering Department of the County where the Project is located. Any alteration of the established drainage pattern must at all time comply with all applicable local governmental ordinances. For the purposes hereof, "established" drainage is defined as the drainage which exists at the time the overall grading of a Lot is completed by Declarant. Each Owner shall maintain, repair, replace, and keep free from debris or obstruction the drainage system and devices, if any, located on his lot. Water from any Lot may drain into adjacent streets but shall not drain onto adjacent Lots unless an easement for such purposes is granted herein or in the Subdivision Map for Real Property. Declarant hereby reserves for itself and its successive owner, over all areas of the Project easements for drainage from slope areas and drainage ways constructed by Declarant.
16. No Further Divisions. No Owner shall further partition or subdivide his Lot.

ARTICLE III ARCHITECTURAL AND LANDSCAPING COMMITTEE

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

Donald E. Baron P.O. Box 1955
Vista, CA 92085

Don B. Norris 1056 Heather Dr.
Vista, CA 92084

Joseph H. Jaoudi 2216 Via Subria
Vista, CA 92084

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

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

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

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

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

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

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

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

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

4. No Waiver of Future Approvals. The approval of the Committee of any proposals, plans and specifications, or drawings for any proposals, plans and specifications, or drawings for any proposed or completed work, or in connection with any other matter requiring the approval and consent of the committee, shall not be deemed to constitute a waiver of the right to withhold approval to similar proposals, plans and specifications, drawings, or matter, subsequently submitted for approval or consent.
5. Compensation of Members. The members of the Committee shall receive no compensation for services rendered other than reimbursement for expenses actually incurred by them in the performance of their duties hereunder.
6. Correction of Defects. Inspection of work and correction of defects therein shall proceed as follows:
- a. The Committee or its duly authorized representative may at any time inspect any approved improvement, as required under Article III, however, the Committee's right of inspection shall terminate sixty (60) days after the respective Owner has given written notice to the Committee of the Improvement's completion. If, as a result of such inspection, the Committee finds that any part of such improvements was done without obtaining approval of the plans, or was not done in substantial compliance with the plans approved by the Committee, it shall notify the Owner in writing of failure to comply with the Article III within sixty (60) days of the inspections. The notice should specify the particulars of noncompliance. The Committee shall have the authority to require the Owner to remedy the noncompliance.
 - b. If, upon the expiration of sixty (60) days from the date of such notification, the Owner has failed to remedy such noncompliance, the Committee shall determine the estimated cost of correcting or removing the same, and the Committee, at its option, may record in the Office of the County Recorder of the County where the Project is located a notice of noncompliance and exercise all other legal and equitable remedies as set forth herein or allowed by law.
 - c. If, for any reason, The Committee fails to notify an Owner of any noncompliance with previously submitted and approved plans, within sixty (60) days after receipt of said written notice of completion from the Owner, the Improvement shall be deemed to be in accordance with said approved plans.
7. Non-Liability of Committee Members. No right, power, or, responsibility conferred on the Committee by this Declaration shall be construed as a duty, obligation, or disability charged upon the Committee, Declarant, or any employee or agent of the committee or Declarant. Neither Declarant, the Committee, any Committee member, or their duly authorized representatives, shall be liable to any Owner or other person for any loss, damage, or injury arising out of or in any way connected with the performance or nonperformance of the Committee's duties, unless such loss, damage, or injury arise out of the willful or malicious misconduct of the Committee.

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

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

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

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

ARTICLE IV

BUILDING STANDARDS

1. Single Family Dwellings Only. Except as is otherwise provided in this Article IV, Paragraph 2 below, no more than one dwelling structure may be constructed or maintained upon any Lot, and all dwelling structures shall be designed for occupancy, and be occupied by, no more than one family. Construction shall be brick, stone or stucco.
2. Quarters for Others. So long as all other provisions of this Declaration are complied with, and all applicable requirements of governmental agencies are complied with, any Owner may also construct and maintain upon his Lot any servant, employee or guest quarters. Notwithstanding the foregoing, however, such quarters shall in no event be occupied by any paying guest or tenant.
3. Ancillary Buildings and Other Improvements. Ancillary buildings or other Improvements may be erected and maintained for the use of the persons in possession of the primary dwelling structure located upon any Lot, provided that each ancillary building/improvement shall conform to the architectural design and exterior materials and finish of the primary dwelling structure located upon the Lot. Notwithstanding the foregoing, however, no ancillary building may be built between the primary dwelling structure and any street located immediately adjacent to such Lot without the prior written consent of the committee. Also, the ancillary building may not exceed a single story. All roofs of any such ancillary building/improvement must be of the same material and color of the primary dwelling structure. The plans and specifications for such ancillary building/improvements must be submitted to and approved by the Committee as is elsewhere in this Declaration required.
4. Minimum Floor Area. No primary dwelling structure shall be constructed which has a finished floor area (exclusive of all attached porches, patio, basement and garages) of less than 4,000 square feet.
5. Construction Shacks. During the period of construction, no trailer, motor home, mobile home, tent, shack, garage, or other structure of a temporary character, other than the temporary, chemical toilet facilities of commercial quality, shall be moved, erected or maintained upon any Lot, except as may be specifically permitted in writing by the committee. Temporary toilet facilities must be located in an unobtrusive place, and must be painted and shall be approved in writing by the Committee. Temporary quarters during construction, when approved shall be for the period of construction only, not to exceed 365 days.
6. Working Hours for Construction. No construction upon any Lot is allowed before 7:00 a.m. on weekdays, or 8:00 a.m. on Saturdays. All construction upon any Lot shall terminate no later than 6:00 p.m. Construction work is prohibited on Sunday and is also prohibited upon all national holidays. However, landscaping may be installed on Sundays and Holidays, provided that no tractors, bulldozers, trenchers, or any noise producing equipment is operated in connection with such landscaping installation.

7. Roofs. The preferred roofing material for any building constructed upon any Lot shall be colored clay or cement tile. If other materials are used, samples thereof shall be submitted to the Committee for approval. Under no circumstances, however, will white or reflective materials be permitted. No air conditioning or other appliances or equipment shall be constructed, kept or maintained upon any roof so as to be visible from any part of the Project. Rock roofs, flat roofs, composition roofs and asphalt roofs are prohibited. The slope of each roof shall be approved by the Committee.
8. Garages. Each Lot shall have constructed thereon at least a three (3) car garage.
9. Livestock Stables, Pens and Corrals. Prior to the construction of any livestock stable, pen or corral upon any Lot, the location of the same must receive the prior written approval of the Committee unless good cause appears. Therefore, the Committee shall not approve any stable, pen, or corral which is within seventy-five (75) feet of the Lot's property line. Stables must be designed to match the motif of the primary dwelling structure upon the Lot, which the stable is to be located. The plans and specifications of stables and corrals must be submitted to and approved by the Committee as is elsewhere in this Declaration required.
10. Underground Utilities Required. All electrical, telephone and cable television utilities located upon the project shall be placed underground unless written prior consent of the committee is obtained which allows such utilities to be placed above ground.
11. Perimeter Fence. An Owner shall have the right to fence all or a portion of the perimeter of the Lot. Fencing shall be constructed with all new materials.
12. Driveways. The first twenty (20) feet of driveway entering the Lot from the street shall be a minimum of twenty (20) feet in width.

ARTICLE V

MAINTENANCE OF LOTS AND IMPROVEMENTS

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

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

ARTICLE VI

DRAINAGE WAY AND SLOPE MAINTENANCE

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

ARTICLE VII

GENERAL PROVISIONS

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

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2. Invalidity of Any Provision. Should any provisions or portion of this declaration be declared invalid or in conflict with any law of the jurisdiction where the Project is situated, the validity of all other provisions and portions hereof shall remain unaffected and in full force and effect.
3. Term. The covenants and restrictions of this Declaration shall run with and bind the Project, and all part thereof, and shall inure to the benefit of all and shall be enforceable by the Committee or the Owner of any Lot subject to this Declaration, their respective legal representative, heirs, successors and assigns. This Declaration shall be binding for a term of fifty (50) years from the date it is recorded, after which time its terms shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing is signed by the Owners of seventy-five (75) percent of the Lots. Any amendment must be recorded and shall become effective upon being recorded in the Office of the County Recorder of the County where the Project is located.
4. Amendments. Except as provided for in the foregoing paragraph, this Declaration may be amended only by the written consent of the Owners of seventy-five (75) percent of the Lots. Any amendment must be recorded and shall become effective upon being recorded in the Office of the County Recorder of the County where the Project is located.
5. Owner's Right and Obligation to Maintain and Repair. Each Owner shall, at his sole cost and expense, maintain and repair his Lot and the dwelling structure thereon, and all improvements. This obligation shall include, without limitation, maintenance and repair of the foundation, walls, doors, windows, roof and exterior surfaces of the dwelling structure, and all plumbing, electrical, heating, air conditioning, and other utility systems serving the Lot and located anywhere within the Lot, and all portions of the yard area of his Lot and any improvements made thereto.
6. Limitation of Restriction on Declarant. Declarant is undertaking to establish residential dwellings and incidental improvements upon the project. The completion of that work, and the sale, rental and other disposal of Lots is essential to the establishment and welfare of the Project as a residential community. In order that said work may be completed and the Project be established as a fully occupied residential community as rapidly as possible, nothing in this Declaration shall be understood or construed to:
 - a. Prevent Declarant, its contractors, or subcontractors from doing on the Project or any Lot, whatever is reasonably necessary or advisable in connection with the completion of said work or
 - b. Prevent Declarant or its representatives from erecting, constructing and maintaining on any part or parts of the Project such structures as maybe reasonable and necessary for the conduct of its business or completing said work and establishing said Project as a residential community, and marketing the Lots, or
 - c. Prevent Declarant from conducting on any part of the Project its business of completing said work, and of establishing a plan of Lot ownership, or
 - d. Prevent Declarant from maintaining such sign or signs on any part of the Project as may be necessary in the sole discretion of Declarant.

7. Insurance Obligations of Owners. Each Owner shall be solely responsible for insuring his Lot and all Improvements thereon against loss or damage by fire or other casualty. Each Owner shall be solely responsible for obtaining adequate comprehensive public liability insurance, including medical payments and malicious mischief, insuring against liability for bodily injury, death, and property damage arising from his activities on his Lot.
8. Notices. Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of the same had been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person to the Committee for the purpose of service of such notice, or to the resident of such person if no address has been given to the Committee. Such address may be changed from time to time by notice in writing to the Committee.
9. Open Space Easements. Each Owner shall abide by all rules and regulations set forth by the County of San Diego concerning open space easements. Each Owner shall neither restrict nor abuse the use of any open space easement throughout the entire project.
10. Effect of Breach on Mortgages. A breach of the covenants contained in this Declaration shall not affect or impair the lien or charge of any bona fide mortgage or deed of trust made in good faith and for value of any Lot; provided however that any subsequent Owner of the Lot shall be bound by the covenants, whether or not the Owner's title was acquired by foreclosure, a trustee's sale or otherwise.

**EXHIBIT A
LEGAL DESCRIPTION**

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

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

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

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

CONSENT OF LIENHOLDER AND SUBORDINATION OF LIEN

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

Executed this 20th day of May, 2005.

BENEFICIARY:

1st Pacific Bank of California

By: [Signature]
Its: Credit Administrator / VP

By:
Its:

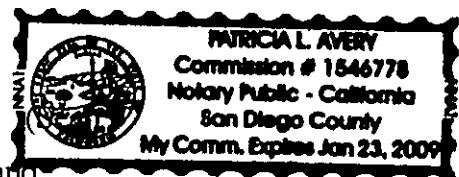
ACKNOWLEDGMENT

State of California)
County of San Diego)

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

WITNESS my hand and official seal.

Signature [Signature]



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

CONSENT OF LIENHOLDER AND SUBORDINATION OF LIEN

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

Executed this 20th day of May, 2005.

BENEFICIARY:

1st Pacific Bank of California

By: [Signature]
Its: Credit Administrator / VP

By:
Its:

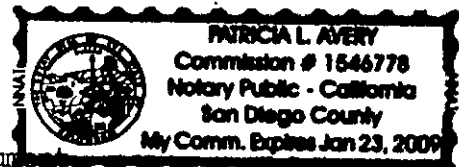
ACKNOWLEDGMENT

State of California)
County of San Diego)

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

WITNESS my hand and official seal.

Signature Patricia P. Avery



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