

18289

DOC # 2005-0758599



Recording Requested by:

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OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
GREGORY J. SMITH, COUNTY RECORDER
FEES: 34.00
PAGES: 10



2005-0758599

After recording return to:

Ralph and Samee Foster
SUNSHINE PROPERTIES - GMAC
330 North Main Street
Fallbrook, California 92028

*F8
10P*

APN _____

Documentary Transfer Tax: \$ -0-

Computed on full value of property conveyed,
unincorporated area of San Diego County, CA

THIS INSTRUMENT FILED FOR RECORD BY
COMMONWEALTH LAND TITLE CO. AS AN
ACCOMMODATION ONLY. IT HAS NOT BEEN
EXAMINED AS TO ITS EXECUTION OR AS TO ITS
AFFECT UPON THE TITLE.

Covenants, Conditions and Restrictions
Rainbow Highlands

23 Aug. 2015

This Declaration of Restrictions made this 23 day of ~~Jan~~ *Aug.* 2004, by and between **Steve Taft, Norman Traner, Benjamin Drake**, DBA Rainbow Highland Partnership, a California General Partnership hereinafter referred to as "Owners" of that certain real property situated in the County of San Diego, State of California, described as follows to wit:

SEE ATTACHED EXHIBIT "A" ATTACHED HERETO AND THEREBY
INCORPORATED HEREIN BY REFERENCE

WHEREAS, the said Owners of said real property desire to subject the whole thereof of certain protective restrictions inasmuch as said property constitutes an unusually attractive and valuable area for restricted residential sites; and

NOW, THEREFORE, this Declaration of Covenants, Conditions and Restrictions,
WITNESSETH:

That for the purpose of designating and creating certain conditions and restrictions upon all of said above described property for the direct benefit of said property, the following terms, conditions, covenants, and restrictions shall apply to the land, and shall operate as covenants running with the land, being hereby created as mutual equitable servitudes in favor of each and every lot, except as otherwise expressly limited and provided herein.

IT IS UNDERSTOOD AND AGREED that by every owner, their heirs, demises, legatees, executors, administrators, successors and assigns, that said property, and all subsequently-created portion thereof, is and shall be subject to such of the following express conditions, provisions, restrictions, covenants, which are designed for the benefit of all of the above described property and for the mutual benefit of the Owners thereof.

Such terms and conditions are imposed upon said property as an obligation of charge against the same for the benefit of each and all of said property and the Owners, existing or future, thereof, with the right to enforcement of said conditions, and each of them, to be vested in the Owners of any portion thereof.

4. Said conditions are to be as follows, to wit:

FIRST: No building, fence, wall, railing or other structure shall be erected (or altered as to its exterior) in any lot until the complete plans and specifications for such building, fence, wall, railing, or other structure and the located therefore have been approved in writing by the Architectural Committee hereinafter approved for, and a copy of such approved plans and specifications have been filed with the committee. Plans and specifications submitted shall include the following:

1. Complete plan's specifications sufficient to secure a building permit in the County of San Diego, including a plot plan showing lot and rear of residence, garages, outbuilding and walls or fences.
2. Front elevation, both side elevations, and rear elevations of buildings, side elevation of wall, and fences showing natural and finished grades on all elevations.
3. A perspective drawing if deemed necessary by the Committee to interpret adequately the exterior design.
4. Data as to materials, color, and texture of all exteriors including roof coverings, fences, and walls.
5. A submittal fee of One Hundred Fifty and no/100 Dollars (\$150.00) (to be placed in General Trust Account) shall be required when submitting a set of plans for approval from the architectural committee. Should the committee fail to approve or disapprove such plans and specifications and location within thirty (30) days after submission of the plans to them, then such approval will not be required, but all other conditions and restrictions herein contained shall remain in force.

SECOND: The minimum ground floor space square foot area of any dwelling erected on any lot shall be a minimum of Two Thousand Five Hundred (2500) square feet with a minimum of a three car garage that is not included in square footage.

THIRD: All new roofs to be either concrete, metal or tile.

FOURTH: No used materials are allowed in new construction, also none of the following, moving old homes, new or used prefabs or modular homes onto the property. Any exceptions shall be by Architectural Committee only.

FIFTH: All front yard fencing must be a minimum of 4x4 posts four (4) feet tall with at least three (3) 2x6 rails set on ten (10) foot centers (painted) or vinyl. All side and back line fencing must be a minimum four (4) feet in height, a chain link type or better.

(Setbacks) All front yard fencing shall be at least fifteen (15) feet from the paved edge of the road. All side and back fencing set backs are to be a zero lot line (no set backs) with the right to use wire fencing with the committee's approval.

SIXTH: No antenna or other structure for use for radio reception or transmission or similar purposes shall be erected or maintained upon any residence or structure upon said property unless the same is within a structure, except small dishes and TV antennas may be permitted outside of a structure if and to the extent approved in writing as to type, appearance, height, and location by the committee created in Article Fourteenth below.

SEVENTH: No pigs or reptiles or large noisy birds shall be kept or voluntarily permitted upon the property. Household pets, i.e. dogs, cats, small birds, fish may be kept as pets if same are not kept, bred, or raised for commercial purposes or in unreasonable numbers. Any exception shall be approved by the committee on a case-by-case basis. Cattle, horses, goats, rabbits and chickens may be kept in reasonable numbers and location as per county code.

EIGHTH: All front yards must be landscaped within one (1) year of occupying property and must include a minimum of 10 new trees.

NINTH: Each lot Owner may keep one (1) recreational motor home or trailer on his lot provided it is parked adjacent to the Owner's home, screened and/or out of sight. At no time shall a motor home or trailer be allowed to be permanently parked in the front yard of a lot or street or permanently lived in.

TENTH: No permanent tent, shack, trailer, basement, or garage shall be used for residential purposes on any lot at any time. Motor homes or trailers may be used for temporary residential purposes during construction only for a period not to exceed one (1) year, upon written approval by the Architectural Committee of permanent house plans.

ELEVENTH: No storage of any kind is allowed in front yards, including cars, trucks, equipment, trash, building supplies, etc.

TWELFTH: : Lot Owners will clear weeds, rubbish or debris from their lot and maintain said lot free and clear of any such weeds, rubbish or other debris to reduce all possible fire hazards so as not to damage the value of the adjoining lot or lots.

THIRTEENTH: No obnoxious or offensive activity shall be carried on or upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No accumulation of rubbish, old lumber, broken down or obsolete machinery or farm equipment or vehicles of any kind or character

shall be placed or permitted to accumulate upon said property, and said property shall at all times be kept in a neat, sanitary and sightly condition so as not to be offensive or detrimental to any other portion of said property or the occupants thereof.

If, within five (5) days after delivery to an Owner of the Architectural Committee's written demand that such Owner remove any such items causing annoyance or nuisance, such Owner fails, refuses or neglects to remove such items, the Architectural Committee may cause the same to be removed and the cost thereof shall be paid by the Owner of the lot upon which such items are located. Such cost, if not paid by such Owner within ten (10) days after its receipt of a written demand for payment from the Architectural Committee, may become a lien upon such Owner's lot and may be enforced as such.

FOURTEENTH: An Architectural Committee is hereby created by the Owners. The initial members of the Architectural Committee shall be Norman Traner, Steve Taft, Ben Drake, Jack Mollins dba Rainbow Highlands until all lots are sold or they choose to resign. This committee shall be composed of two (2) members appointed by a vote of Fifty-one Percent (51%) of the Owners. One vote per legal lot for a term of two (2) years. Removal from the Architectural Committee or replacement due to resignation shall be by vote of Fifty-one Percent (51%) of the Owners. Powers of said committee shall be to pass upon, approve, or reject any plans for specification for structures to be erected on lots that are parties to this agreement, so that all structures shall conform to the restrictions and to the general plans of the committee, for the improvement and benefit of all property Owners. These improvements include fences, railing, walls, residences, garages and all other as provided for in this instrument. Other functions of the committee shall be as outlined herein. The committee may act by two (2) of its members, and any authorization, approval or waiver made by the committee must be in writing signed by its members. Nothing in this paragraph shall be construed as authorization or empowering the committee to change or waive any restriction set forth above except as herein before specifically provided.

FIFTEENTH: The Owner or the Architectural Committee, or, where such Owner refuses to act and there is no Architectural Committee, any committee appointed by the Owners of a majority of said lots, may at any time they deem a breach of those conditions and restrictions has occurred, execute, acknowledge and record in the Recorder's Office of the County of San Diego, a Notice of Claim of Breach setting forth the facts of such breach, describing the lot upon which such breach has occurred and setting forth the name of the Owner thereof. Such notice, upon recording, shall be notice to all persons of such breach, provided an appropriate legal action has been commenced within sixty (60) days from the

recording of such notice to establish such breach, and if no such action has been commenced within such 60 day period, then in that event such notice shall be of no force and effect whatsoever and the breach set forth in said notice shall be conclusively presumed to have been remedied.

SIXTEENTH: The Owner of any encumbrance made for value on any said lot and any corporation insuring the lien of any such encumbrance may conclusively presume that no breach exists under these conditions and restrictions, provided such encumbrance is recorded in the Recorder's Office of the County of San Diego prior to the commencement of any appropriate legal action to establish any such breach and not less than sixty (60) days after the recording of any Notice of Claim or Breach, anything to the contrary herein notwithstanding.

SEVENTEENTH: Each lot may be resplit at option of any Owner without Architectural Committee input, to as many parcels as the County of San Diego will legally allow. Right to future lot splits may not be revoked or amended or changed by a vote of Homeowner's Association. Upon county approval, any lot created from an original parcel shall immediately be responsible for its share of monthly and/or from time to time fees.

EIGHTEENTH: Architectural Committee shall collect a fee of Thirty and No/100 Dollars (\$30.00) a month, per legal lot. If fee is not received by the fifth (5th) of each month, a Ten and No/100 Dollars (\$10.00) late charge will be charged for each and every month until paid in full. The fees shall be placed in a trust account for maintenance, entry way, landscaping, gate operation, road repairs. The committee may charge each lot Owner equally for any unusual expenses occurred for maintenance of the above.

NINETEENTH: The Owner or Architectural Committee, or any committee appointed by the Owners of a majority of said lots, or any member or members of said committee may, only by appointment, enter, inspect and report upon any lots as to its maintenance, alterations or improvement in compliance with the provision of these conditions and restrictions. Said Owner or either of said committees may issue a certificate of completion and compliance as to any lot showing compliance with any part or all of these conditions and restrictions, any such certificate duly acknowledged and recorded in the Recorder's Office of San Diego County shall be conclusive evidence of the matters recited therein, and any purchaser and encumbrancer may conclusively presume that all statements contained in any such certificate are true and such certificate shall be binding and conclusive upon any and every person having any right under these conditions and restrictions.

TWENTIETH: In the event the conditions, reservations or restrictions herein contained be invalid or held invalid or void by any court of competent jurisdiction, such invalidity or avoidance shall in no way effect any other conditions, reservations or restrictions herein contained.

TWENTY-FIRST: No waiver of a breach of any of the following conditions, reservations or restrictions shall be construed as a waiver of any succeeding breach of the same or any other condition, reservation or restriction.

TWENTY-SECOND: If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for only the committee to prosecute any proceedings at law or in equity

against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation

TWENTY-THIRD: A breach of any of the covenants, restrictions or conditions shall not render invalid the lien or charge of any mortgage or deed of trust in good faith and for value on said lots or property or any portion thereof, but said covenants, restrictions and conditions shall be binding upon and effective against any Owner of said land whose title is acquired by the foreclosure of any lien or mortgage thereon or sale under any deed of trust given to secure the payment of money.

TWENTY-FOURTH: "The private road shall be maintained by the Architectural Committee in accordance with the terms and conditions set forth in that certain private road maintenance agreement entered into between declarant and the County which shall be recorded against the property and which establishes a method for the maintenance and repair of the private road within the property and for the apportionment of the expense of such maintenance and repair amount existing and future Owners of lots."

Section 4.12 Indemnity. Each and all of the Owners shall indemnify and hold harmless the Architectural Committee and each member or representative thereof from and against all claims, obligations, liabilities, damages, losses and costs (including, without limitation, reasonable attorney's fees and costs) arising in any way from any claims, demands or actions of any kind taken against the Architectural Committee or any of the members or representatives thereof, in connection with this declaration or any of the acts or actions which the Architectural Committee may undertake pursuant to this declaration.

Section 3.2 Owners Nonexclusive Easements. Every Owner shall have a nonexclusive easement for use, enjoyment, ingress, egress, maintenance, repair, installation of utilities, and supporting, to and throughout the private road and any improvements constituting a part of the private road including entry way. Each such nonexclusive easement shall be appurtenant to each lot and shall pass with title to each lot, but shall be subject to the right of the Architectural Committee to adopt and enforce rules concerning the use of the private road, including the right to regulate the kind of vehicles and their speed and the parking of vehicles upon the private road. Declarant or the Architectural Committee is authorized to delegate to a municipality or other governmental entity or to contract with any private security patrol company to exercise its authorized rights in connection with the private road. All internal service roads crossing through neighbors parcel to gain access for picking and watering shall be available to such parties as needed. The owners of any such parcel may gate such roads giving access to their neighbors. The service roads are not to be used socially by cyclists

or walking (only grove services ie: irrigation, picking, repairs and services). Any abuse will be reported to the Association.

TWENTY-FIFTH: The covenants and restrictions hereby adopted and established do not and shall not be construed (nor shall a breach or violation thereof be so construed) as to create, vest, or reserve to the above named Owner or his assigns, any reversionary rights, title or interest in or to the above described land or any part thereof.

TWENTY-SIXTH: All or any portion of these restrictions may be amended any time by a two-thirds (2/3) vote of the Owners of said property.

ADDITIONAL RESTRICTIONS

TWENTY-SEVENTH: Nothing contained in this declaration shall prohibit the use of said property for public utility lines, roads, sewer lines or drainage facilities, subject to Section 2 of this Articles V.

IN WITNESS WHEREOF, the Owners hereto has caused this Declaration of Restrictions to be executed the day and year first hereinabove written.

Owners: Rainbow Highlands Partnership, A California General Partnership


by STEVE TAFT


by BEN DRAKE


by NORMAN TRANER

SEE ATTACHMENT
8/23/05 de

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of RIVERSIDE } ss.

On August 23, 2005 before me, Dolores Bradford
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Steve Taft And Norman Traner
Name(s) of Signer(s)
AND Ben Drake

personally known to me

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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

Dolores Bradford
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Covenants, Conditions & Restrictions

Document Date: Nov. 7, 2003 Number of Pages: ONE

Signer(s) Other Than Named Above: No other signers

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

The Land Referred to herein is situated in the State of California, County of San Diego, lying within the West Half of Section 8; the Southeast quarter of section 7; and the northeast quarter of section 18, all in the Township 9 South, Range 2 West San Bernardino Meridian, according to Official Plat thereof.

An easement for vehicular access over and along a strip of land 60 feet in width over and along a strip of land 60 feet in width, lying 30 feet on each side of the following described centerline:

Beginning at the Northwest corner of said Section 8, Township 9 South, Range 2 West; thence along the North line of said Section 8, South $81^{\circ}31'11''$ East 703.07 feet to the True Point of Beginning; thence South $11^{\circ}37'44''$ West, 652.88 feet; thence South $31^{\circ}08'44''$ West 496.16 feet; thence South $4^{\circ}38'44''$ West 503.63 feet; thence South $15^{\circ}09'44''$ West 403.46 feet; thence South $22^{\circ}03'44''$ West 338.80 feet; thence South $37^{\circ}19'44''$ West 190.20 feet to a point on the West line of said Section 8, said point being distant South $1^{\circ}20'50''$ West 49.86 feet from the West Quarter corner of said Section 8; thence, leaving said Section 8 and continuing into said Section 7 and continuing South $37^{\circ}20'09''$ West, 11.07 feet; thence South $18^{\circ}58'44''$ West 226.49 feet; thence South $26^{\circ}23'44''$ West 238.82 feet; thence South $33^{\circ}37'44''$ West 259.03 feet; thence South $51^{\circ}59'44''$ West 101.19 feet to the beginning of a tangent curve, concave Easterly, having a radius of 120.00 feet and a central angle of $41^{\circ}44'00''$; thence Southwesterly along said curve, an arc distance of 87.41 feet; thence South $10^{\circ}15'44''$ West 144.04 feet; thence South $15^{\circ}30'44''$ West 222.00 feet; thence South $18^{\circ}12'44''$ West 42.91 feet to the beginning of a tangent curve, concave Westerly, having a radius of 120.00 feet and a central angle of $15^{\circ}31'56''$; thence Southwesterly along said curve, an arc distance of 32.53 feet to a point, said point being distant South $1^{\circ}20'50''$ West 1542.33 feet and North $62^{\circ}21'02''$ West 599.99 feet from the East Quarter corner of said Section 7; thence continuing Southwesterly along last above mentioned 120.00 foot radius curve, through a central angle of $35^{\circ}21'04''$, an arc distance of 74.04 feet; thence South $69^{\circ}05'44''$ West 94.14 feet to the beginning of a tangent curve, concave Northerly, having a radius of 106.83 feet and a central angle of $45^{\circ}35'00''$; thence Southwesterly and Northwesterly along said curve, an arc distance of 84.99 feet to the beginning of a reverse tangent curve, concave Southerly, having a radius of 100.00 feet and a central angle of $94^{\circ}49'00''$; thence Northwesterly and Southwesterly along said curve, an arc distance of 165.49 feet; thence South $19^{\circ}51'44''$ West 415.00 feet; thence South $43^{\circ}54'44''$ West 323.36 feet to the beginning of a tangent curve, concave Easterly, having a radius of 125.00 feet and a central angle of $63^{\circ}45'00''$; thence Southwesterly and Southeasterly along said curve, an arc distance of 139.08 feet; thence South $19^{\circ}50'16''$ East 325.96 feet to the beginning of a tangent curve, concave Westerly, having a radius of 120.00 feet and a central angle of $46^{\circ}41'00''$; thence Southeasterly and Southwesterly along said curve, an arc distance of 97.77 feet; thence South $26^{\circ}50'44''$ West 126.83 feet to a point on the South line of said Section 7, said point being distant South $86^{\circ}38'45''$ West 1217.57 feet from the Southeast corner of said Section 7; thence leaving said Section 7 and continuing into said Section 18, South $53^{\circ}19'16''$ East 103.35 feet; thence South $19^{\circ}08'16''$ East 82.52 feet; thence South $33^{\circ}30'44''$ West 73.31 feet; thence South $68^{\circ}39'44''$ West 67.00 feet; thence South $81^{\circ}35'44''$ West

193.22 feet; thence South 46°25'44" West 147.81 feet; thence South 64°39'44" West 258.14 feet; thence South 86°38'45" West 174.26 feet; thence South 63°28'44" West 400.86 feet to a point on the centerline of a County Road known as the Rainbow Heights Road, as said centerline is shown on the Map filed for Record on August 16, 1945 in Book 1925, Page 198 of Official Records of San Diego County. Said point being South 31°23'44" West 59.72 feet from the Northerly terminus of said County Road as shown on said Map. (Also known as Road Survey No. 527).

The above described centerline is intended to describe the centerline of Rainbow Access Road No. 2, as the same existed on January 1, 1977.

The above described centerline is intended to describe the centerline of said Rainbow Access Road No. 2, as described and in a document recorded December 28, 1977, as file No 77-535665.

The sidelines of said strip of land to be prolonged or shortened so as to terminate northerly in the northerly line of said Section 8 and to terminate Southwesterly in the Southwesterly sideline of said Rainbow Heights Road.

It is understood that each of the undersigned grantors grant only that portion of the above described parcel of land which is included within land owned by said grantor or in which said grantor has an interest.

This easement is appurtenant to each of the sixteen parcels described as follows:

Parcels 1, 2, 3 and 4, in the County of San Diego, State of California, as shown at page 8472 of Parcel Maps, filed in the Office of the County Recorder of San Diego County, March 1, 1979.

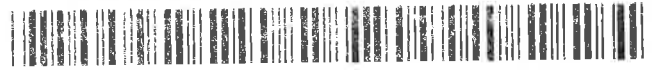
Parcels 1, 2, 3 and 4, in the County of San Diego, State of California, as shown at page 8496 of Parcel Maps, filed in the Office of the County Recorder of San Diego County, March 8, 1979.

Parcels 1, 2, 3 and 4, in the County of San Diego, State of California, as shown at page 8525 of Parcel Maps, filed in the Office of County Recorder of San Diego County, March 15, 1979.

Parcels 1, 2, 3 and 4, in the County of San Diego, State of California, as shown at page 8695 of Parcel Maps, filed in the Office of County Recorder of San Diego County, May 10, 1979.

Recording Requested by:

18299



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After recording return to:

Ralph and Samee Foster
SUNSHINE PROPERTIES - GMAC |
330 North Main Street
Fallbrook, California 92028

APN 109-310-60

Documentary Transfer Tax: \$ -0-
Computed on full value of property conveyed,
unincorporated area of San Diego County, CA

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COMMONWEALTH LAND TITLE CO. AS AN
ACCOMMODATION ONLY. IT HAS NOT BEEN
EXAMINED AS TO ITS EXECUTION OR AS TO ITS
AFFECT UPON THE TITLE.

Rainbow Highlands Road
Agreement for Road Maintenance

This Agreement is made this 29 day of Aug, ²⁰⁰⁵ by and between **Steve Taft, Norman
Traner, and Ben Drake, DBA Rainbow Highland Partnership a California General
Partnership.**

RECITALS

A. The parties to this Agreement are the owners of sixteen (16) adjacent parcels of land located in the unincorporated area of Fallbrook, County of San Diego, State of California, as described on Exhibit "A" attached hereto and thereby incorporated herein by reference ("Subject property").

B. Said parcels are served by a common easement, to be used by all parties hereto in common as a private roadway for ingress and egress to their respective parcels. Said easement is more particularly described herein in Exhibit "B" which is attached hereto and thereby incorporated herein by reference (hereinafter "Roadway").

C. The parties hereto desire to enter into an agreement to share the cost and expense of

maintaining said roadway in good condition and repair.

NOW, THEREFOR, IT IS AGREED AS FOLLOWS:

1. **MAINTENANCE AND REPAIRS DEFINED:** The repairs and maintenance to be undertaken and performed under this Agreement shall include oiling, sanding, filling of chuckholes, re-graveling, re-surfacing, and such other repairs as are necessary to maintain Roadway in such condition so as to be usable as a driveway serving the subject property.

2. **MUTUAL EASEMENT:** The parties agree that the roadway easement as described herein is now held, and shall hereafter be held, transferred, sold or otherwise conveyed and occupied subject to the terms and conditions of this Agreement, which is for, and shall inure to the benefit of, every parcel described in Exhibit "A" hereto and shall apply to and bind the heirs, assignees and successors-in-interest of the parties hereto and any owners of any subsequently-created parcels within the description of the subject property.

3. **SHARE OF COSTS:** The parties agree that all maintenance and repair, except those costs as covered in Paragraph 4 herein below, shall be borne equally by them on the basis of one share for each existing legal parcel fronting Roadway, and any subsequently-created parcel served by Roadway. The total number of parcels served by the roadway are presently sixteen (16). In the event that any parcels are subsequently split into additional legal lots and sold to strangers to this Agreement, the shares shall be adjusted so that each lot fronting Roadway shall bear an equal share of the costs under this Agreement.

Only property owners and their guests shall be permitted access across the roadway under this Agreement. All terms of the Covenants, Conditions and Restrictions of Rainbow Highlands, to be recorded at or about the time this instrument is recorded, shall apply to the owners affected by this provision. Violation of this provision shall be cause for the immediate termination of all rights to the road, at the option of two-thirds of the owners of the property described in Exhibit A

hereof.

4. DAMAGE THROUGH UNUSUAL USE: In the event the roadway surface is damaged by one of the parties to this agreement, his guests or successors, through an unusual use of the roadway, responsibility for restoring the surface to its previous condition shall inure to the owner causing such damage. For the purpose of this provision, "unusual use" shall include any uses not normally incident to use of a roadway for ingress and egress to a single-family residence or avocado grove, and shall include, but not be limited to, construction equipment, cement and produce trucks.

5. REPAIRS - DETERMINATION OF NECESSITY: The parties agree that the repairs included hereunder shall include any repairs deemed necessary and approved by a majority of shares under this Agreement. One individual, chosen from among the property owners, shall from time to time be designated in writing by a majority of the property owners as the person authorized to do all things necessary and proper for accomplishing the purpose of this road maintenance agreement. The authority of such individual shall include, but not be limited to: The solicitation and acceptance of bids for works of repair or improvement on said roadway; the authority to execute contracts for work performed on Roadway on behalf of all property owners affected hereby, thereby binding them to their prorated share of such repairs; to keep and maintain records and accounts relative to monies collected and expended under this Agreement; to collect and disburse funds necessary for repairs and maintenance of Roadway.

6. MAXIMUM OBLIGATION UNDER AGREEMENT: The maximum obligation of any share, regardless of the total number of shares, shall not exceed Three Hundred and Sixty Dollars (\$360.00) per calendar year, which shall be paid to the individual designated to collect such funds as described above by the fifteenth of January of each year. Annual payments shall be placed in an interest-bearing trust account for the benefit of the property owners. Annual payments shall continue until the account reaches a balance of Ten Thousand Dollars (\$10,000.00), at which time

no further payments shall be required until the funds have been used or two-thirds of the owners approve the needs for additional fees pursuant to Paragraphs 6 and/or 9 hereof.

The property owners may from time to time, as needed and upon approval of two-thirds thereof, either increase or decrease the annual fee and/or create a one-time fee as needed for major repairs or projects.

This paragraph shall not limit the obligation of any share for damage by unusual use as described in Paragraph 4, or for attorney's fees as provided in Paragraph 10.

7. **LIEN:** The obligations hereunder shall be the personal obligation of all parties hereto and, in addition, shall constitute a lien against the property of any owner for sums due and unpaid hereunder upon recordation of a statement reciting the name of the then-record owner of said property, the circumstances of the claimed default, and signed by the record owners of at least two (2) lots covered by this Agreement provided, however, that any obligations under this Agreement shall not default nor be prior to the lien of any recorded Deed of Trust, or mortgage, whenever given, if given in good faith and for value.

8. **SUBORDINATION TO DEEDS OF TRUST:** The liens or obligations created under this Agreement shall not defeat nor be prior to the lien of any deed of trust or mortgage, whenever given, if given in good faith and for value.

9. **AMENDMENT:** This Agreement, or any provisions hereof, may be amended at any time by the action of the owners of a two-thirds (2/3) majority of the then-owners. Such modification shall be effective only by an instrument in writing recorded in the Official Records of the Office of the Recorder of the County of San Diego, State of California.

10. **ENFORCEMENT:** Any person subject to the terms of this agreement shall have the right to enforce, by any proceeding at law or in equity, all of the terms, conditions, liens and charges imposed by the provisions of this road maintenance agreement. Failure to enforce any

obligation created hereby shall in no event be deemed a waiver of the right to do so thereafter, nor of the right to enforce other obligations. In any proceeding for the enforcement of this Agreement, the losing party or parties, shall pay the costs and attorney's fees of the prevailing party or parties, in such amount as may be fixed by the Court, or other fact-finder, in such proceeding.

11. **CONSTRUCTIVE NOTICE - RUNS WITH THE LAND:** Every person who now or hereafter owns or acquires any right, title or interest in or to any portion of the property described in this Agreement is and shall be conclusively deemed to have consented and agreed to be bound by the terms hereof. All of the covenants and conditions of this Agreement are made for the direct mutual and reciprocal benefit of each and every part of the property described herein, and shall create reciprocal rights and obligations between the respective owners of all such property and privity of contract and estate between all grantees thereof, their heirs, successors and assigns, and shall operate as covenants running with the land for the benefit of all of the land described herein.

12. **TERM:** This Agreement shall remain in force and effect until such time as responsibility for maintenance of Roadway is accepted by the County of San Diego, California, or any other public agency or authority.

13. **NON-BOUND PARTIES:** Any property possessing easement rights within Roadway described herein, but which is not bound by the terms of this Agreement (hereinafter "non-bound party") may at any time hereafter become a party to this Agreement by executing and recording a statement of intent to be bound by the terms hereof, which statement shall include a legal description of the property held by such non-bound party and the recording date and instrument number of this Agreement as recorded.

14. **CONTRIBUTION:** Nothing in this Agreement shall operate to prevent the any property owner bound by this Agreement 13 from proceeding, in the name of all parties bound by this Agreement with an action for contribution against parties not bound by this Agreement, but using the roadway described herein, under the provisions of Section 845 of the California Civil

Code.

15. **ACKNOWLEDGMENT OF OBLIGATION:** The undersigned property owners acknowledge that they, through this Agreement, are liable for a share of the cost for the maintenance of the entrance road, and all internal Roads to described Rainbow Highlands on the basis of the total individual lots being served by these entrance roads as set forth more fully hereinabove.

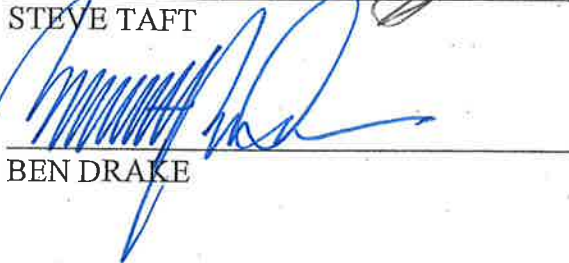
IN WITNESS WHEREOF, THE UNDERSIGNED HAVE HEREUNTO SET THEIR HANDS ON THE DAY AND YEAR FIRST ABOVE MENTIONED.



NORMAN TRANER



STEVE TAFT



BEN DRAKE



JACK MOLLIN

The Land Referred to herein is situated in the State of California, County of San Diego, lying within the West Half of Section 8; the Southeast quarter of section 7; and the northeast quarter of section 18, all in the Township 9 South, Range 2 West San Bernardino Meridian, according to Official Plat thereof.

An easement for vehicular access over and along a strip of land 60 feet in width over and along a strip of land 60 feet in width, lying 30 feet on each side of the following described centerline:

Beginning at the Northwest corner of said Section 8, Township 9 South, Range 2 West; thence along the North line of said Section 8, South $81^{\circ}31'11''$ East 703.07 feet to the True Point of Beginning; thence South $11^{\circ}37'44''$ West, 652.88 feet; thence South $31^{\circ}08'44''$ West 496.16 feet; thence South $4^{\circ}38'44''$ West 503.63 feet; thence South $15^{\circ}09'44''$ West 403.46 feet; thence South $22^{\circ}03'44''$ West 338.80 feet; thence South $37^{\circ}19'44''$ West 190.20 feet to a point on the West line of said Section 8, said point being distant South $1^{\circ}20'50''$ West 49.86 feet from the West Quarter corner of said Section 8; thence, leaving said Section 8 and continuing into said Section 7 and continuing South $37^{\circ}20'09''$ West, 11.07 feet; thence South $18^{\circ}58'44''$ West 226.49 feet; thence South $26^{\circ}23'44''$ West 238.82 feet; thence South $33^{\circ}37'44''$ West 259.03 feet; thence South $51^{\circ}59'44''$ West 101.19 feet to the beginning of a tangent curve, concave Easterly, having a radius of 120.00 feet and a central angle of $41^{\circ}44'00''$; thence Southwesterly along said curve, an arc distance of 87.41 feet; thence South $10^{\circ}15'44''$ West 144.04 feet; thence South $15^{\circ}30'44''$ West 222.00 feet; thence South $18^{\circ}12'44''$ West 42.91 feet to the beginning of a tangent curve, concave Westerly, having a radius of 120.00 feet and a central angle of $15^{\circ}31'56''$; thence Southwesterly along said curve, an arc distance of 32.53 feet to a point, said point being distant South $1^{\circ}20'50''$ West 1542.33 feet and North $62^{\circ}21'02''$ West 599.99 feet from the East Quarter corner of said Section 7; thence continuing Southwesterly along last above mentioned 120.00 foot radius curve, through a central angle of $35^{\circ}21'04''$, an arc distance of 74.04 feet; thence South $69^{\circ}05'44''$ West 94.14 feet to the beginning of a tangent curve, concave Northerly, having a radius of 106.83 feet and a central angle of $45^{\circ}35'00''$; thence Southwesterly and Northwesterly along said curve, an arc distance of 84.99 feet to the beginning of a reverse tangent curve, concave Southerly, having a radius of 100.00 feet and a central angle of $94^{\circ}49'00''$; thence Northwesterly and Southwesterly along said curve, an arc distance of 165.49 feet; thence South $19^{\circ}51'44''$ West 415.00 feet; thence South $43^{\circ}54'44''$ West 323.36 feet to the beginning of a tangent curve, concave Easterly, having a radius of 125.00 feet and a central angle of $63^{\circ}45'00''$; thence Southwesterly and Southeasterly along said curve, an arc distance of 139.08 feet; thence South $19^{\circ}50'16''$ East 325.96 feet to the beginning of a tangent curve, concave Westerly, having a radius of 120.00 feet and a central angle of $46^{\circ}41'00''$; thence Southeasterly and Southwesterly along said curve, an arc distance of 97.77 feet; thence South $26^{\circ}50'44''$ West 126.83 feet to a point on the South line of said Section 7, said point being distant South $86^{\circ}38'45''$ West 1217.57 feet from the Southeast corner of said Section 7; thence leaving said Section 7 and continuing into said Section 18, South $53^{\circ}19'16''$ East 103.35 feet; thence South $19^{\circ}08'16''$ East 82.52 feet; thence South $33^{\circ}30'44''$ West 73.31 feet; thence South $68^{\circ}39'44''$ West 67.00 feet; thence South $81^{\circ}35'44''$ West

193.22 feet; thence South 46°25'44" West 147.81 feet; thence South 64°39'44" West 258.14 feet; thence South 86°38'45" West 174.26 feet; thence South 63°28'44" West 400.86 feet to a point on the centerline of a County Road known as the Rainbow Heights Road, as said centerline is shown on the Map filed for Record on August 16, 1945 in Book 1925, Page 198 of Official Records of San Diego County. Said point being South 31°23'44" West 59.72 feet from the Northerly terminus of said County Road as shown on said Map.(Also known as Road Survey No. 527).

The above described centerline is intended to describe the centerline of Rainbow Access Road No. 2, as the same existed on January 1, 1977.

The above described centerline is intended to describe the centerline of said Rainbow Access Road No. 2, as described and in a document recorded December 28, 1977, as file No 77-535665.

The sidelines of said strip of land to be prolonged or shortened so as to terminate northerly in the northerly line of said Section 8 and to terminate Southwesterly in the Southwesterly sideline of said Rainbow Heights Road.

It is understood that each of the undersigned grantors grant only that portion of the above described parcel of land which is included within land owned by said grantor or in which said grantor has an interest.

This easement is appurtenant to each of the sixteen parcels described as follows:

Parcels 1, 2, 3 and 4, in the County of San Diego, State of California, as shown at page 8472 of Parcel Maps, filed in the Office of the County Recorder of San Diego County, March 1, 1979.

Parcels 1, 2, 3 and 4, in the County of San Diego, State of California, as shown at page 8496 of Parcel Maps, filed in the Office of the County Recorder of San Diego County, March 8, 1979.

Parcels 1, 2, 3 and 4, in the County of San Diego, State of California, as shown at page 8525 of Parcel Maps, filed in the Office of County Recorder of San Diego County, March 15, 1979.

Parcels 1, 2, 3 and 4, in the County of San Diego, State of California, as shown at page 8695 of Parcel Maps, filed in the Office of County Recorder of San Diego County, May 10, 1979.

EXHIBIT "B"**PARCEL C-2:**

Easements and rights of way for road, sewer, water, gas, power, telephone and television cable lines and appurtenances thereto over, under, along and across those strips of land in the County of San Diego, State of California, being more particularly described as Easement Parcels A, B, C, D, E, F, G and H as follows:

EASEMENT PARCEL A:

Those portions of Parcels 3 and 4 as shown at Page 6210 of Parcel Maps, filed in the Office of the County Recorder of San Diego County, July 28, 1977 which are indicated under Note 3 on said Parcel Map as "proposed private road easement."

EASEMENT PARCEL B:

The Easterly 30.00 feet of Parcel 3 as shown at Page 8030 of Parcel Maps, filed in the Office of the County Recorder of San Diego County, November 9, 1978.

EASEMENT PARCEL C:

Those portions of Parcels 2 and 4 as shown at Page 4213 of Parcel Maps, filed in the Office of the County Recorder of San Diego County, November 7, 1975 which are indicated under Note Z on said Parcel Map as "existing private 60 foot road and utility easement"; EXCEPTING that portion included within Easement Parcel B above.

EASEMENT PARCEL D:

The Southeasterly and Easterly 30.00 feet of Parcels 3 and 4 as shown at Page 8056 of Parcel Maps, filed in the Office of the County Recorder of San Diego County, November 16, 1978 and being shown on said Parcel Map as a portion of "Jubilee Drive."

EASEMENT PARCEL E:

Those portions of Parcels 1 and 2 as shown at Page 8472 of Parcel Maps, filed in the Office of the County Recorder of San Diego County, March 1, 1979 which are shown on said Parcel Map as a portion of "Jubilee Drive."

EASEMENT PARCEL F:

That portion of Parcel 1 as shown at Page 8496 of Parcel Maps, filed in the Office of the County Recorder of San Diego County, March 8, 1979, which is shown on said Parcel Map as a portion of "Jubilee Drive."

EASEMENT PARCEL G:

The Northwesterly and Westerly 30.00 feet of Parcel 1 as shown at Page 8525 of Parcel Maps, filed in the Office of the County Recorder of San Diego County, March 15, 1979 and shown on said Parcel Map as a portion of "Jubilee Drive."

EASEMENT PARCEL H:

That portion of the Northwesterly and Northerly 30.00 feet of Parcel 1 as shown at Page 8695 of Parcel Maps, filed in the Office of the County Recorder of San Diego County, May 10, 1979 which is shown on said Parcel Map as a portion of "Jubilee Drive."

EXCEPTING from Parcel C-2 hereinabove described that portion lying within Parcel C-1 herein above described.

PARCEL C-3:

Easements for road and public utility purposes and incidentals thereto over, under, along and across those strips of land in the County of San Diego, State of California, being more particularly described as Easement Parcels J, K, M, N and O as follows:

EASEMENT PARCEL J:

Those portions of Parcels 1, 2 and 4 as shown at Page 8472 of Parcel Maps, filed in the Office of the County Recorder of San Diego County, March 1, 1979 which are shown on said Parcel Map as portions of "Rainbow Peaks Road" and "Rainbow Peaks Trail."

EASEMENT PARCEL K:

Those portions of Parcels 1, 2, 3 and 4 as shown at Page 8496 of Parcel Maps, filed in the Office of the County Recorder of San Diego County, March 8, 1979 which are shown on said Parcel Map as portions of "Rainbow Peaks Road" and "Rainbow Peaks Trail."

EASEMENT Parcel M:

Those portions of Parcels 2, 3 and 4 as shown at Page 8525 of Parcel Maps, filed in the Office of the County Recorder of San Diego County, March 15, 1979 which are shown on said Parcel Map as portions of "Rainbow Peaks Road" and "Rainbow Peaks Trail."

EASEMENT PARCEL N:

That portion of Parcel 4 as shown at Page 8525 of Parcel Maps, filed in the Office of the County Recorder of San Diego County, March 15, 1979 which is designated on said Parcel Map as "proposed private road easement."

EASEMENT PARCEL O:

Those portions of Parcels 2, 3 and 4 as shown at Page 8695 of Parcel Maps, filed in the Office of the County Recorder of San Diego County, May 10, 1979 which are shown on said Parcel Map as portions of "Rainbow Peaks Road" and "Rainbow Peaks Trail" and designated on said Parcel Map as "proposed private road easement."

EXCEPTING from Parcel B-3 hereinabove described those portions lying within Parcel C-1 hereinabove described.

PARCEL C-4:

An easement for road and utility purposes over, under, along and across a strip of land 60.00 feet in width lying within the Northwest Quarter of the Northeast Quarter of Section 7, Township 9 South, Range 2 West, San Bernardino Meridian in the County of San Diego, State of California, according to Official Plat thereof, the center line of said strip being described as follows:

Beginning at the Southeasterly corner of Parcel 2 as shown at Page 8695 of Parcel Maps, filed in the Office of the County Recorder of San Diego County, May 10, 1979, being a point on the Northerly line of said Section 7; thence South 07° 27' 39" East, 131.89 feet; thence South 29° 49' 32" West, 170.85 feet; thence South 07° 24' 37" West 390.41 feet; thence South 13° 43' 04" East 233.81 feet; thence South 04° 44' 00" West 153.88 feet; thence 21° 44' 02" East 112.26 feet; thence South 00° 46' 45" West 116.21 feet to the Southerly line of the Northwest Quarter of the Northeast Quarter of said Section 7. Said easement to terminate Northerly and Southerly in the Northerly and Southerly lines of said Northwest Quarter of the Northeast Quarter of Section 7.

Assessor's Parcel Number: **109-310-60**

PARCEL 3:

18310

Parcel A:

An easement and right of way for road and utility purposes over, under, along and across all that portion of the North half of Section 8, Township 9 South, Range 2 West, San Bernardino Meridian, in the unincorporated area of the County of San Diego, State of California, according to Official Plat thereof being described as follows:

The Northerly 60.00 feet of the North half of said Section 8 EXCEPTING THEREFROM all that portion of said Section 8 lying Easterly of the centerline of that certain 60.00 foot private road easement described in document recorded

December 28, 1977 as File No. 77-535665 of Official Records, in the Office of the County Recorder of San Diego County, California.

Parcel B:

An easement and right of way for road and utility purposes over under, along and across all that portion of the East half of the East half of the Northeast Quarter of Section 7, Township 9 South, Range 2 West, San Bernardino Meridian, in the unincorporated area of the County of San Diego, State of California, according to Official Plat thereof being described as follows:

The Northerly 60.00 feet of Easterly 40.00 feet of the East half of the East half of the Northeast Quarter of said Section 8.

PARCEL 4:

An easement and right of way for ingress and egress, road and utility purposes, including but not limited to electric power, telephone, gas, water, sewer and cable television lines and appurtenances thereto over, under, along and across a strip of land 60.00 feet in width lying 30.00 feet on each side of the following described line being a portion of Parcel 4 of Parcel Map No. 8695, in the County of San Diego, State of California, recorded May 10, 1979 as File No. 79-113593, Parcel 4 of Parcel Map No. 8525, in the County of San Diego, State of California, recorded March 15, 1979 as File No. 79-109361 and Parcel 4 of Parcel Map No. 8496, in the County of San Diego, State of California, recorded March 8, 1979 as File No. 79-099133 all of Official Records.

Beginning at the Southeast corner of Parcel 4 of said Parcel Map No. 8695; thence along the Southerly of said Parcel 4 North 88°15'39" West 18.60 feet to the True Point of Beginning; thence leaving said line North 29°02'07" West 292.67 feet; thence North 31°17'41" West 88.65 feet; thence North 6°43'24" West 91.66 feet; thence North 28°33'36" West 86.34 feet; thence North 72°35'51" West 144.95 feet; thence North 52°40'26" West 404.44 feet; thence North 18°47'05" West 58.40 feet; thence North 14°05'53" East 206.06 feet; thence North 13°34'47" West 54.76 feet; thence North 80°22'26" West 204.82 feet; thence North 53°29'49" West 71.41 feet; thence North 64°32'50" West 113.17 feet to the intersection with the Westerly line of Parcel 4 of Parcel Map 8496, the Northwest corner of said Parcel 4 of Parcel Map No. 8496 bears North 4°48'35" East 65.58 feet from point of intersection.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Riverside } ss.

On August 29, 2005 before me, Jerri Selway, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Norman Tranter, Steve Taff, Ben Drake
Name(s) of Signer(s)

- personally known to me
- 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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Jerri Selway
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Rainbow Highlands Road Agreement

Document Date: 8/29/05 Number of Pages: 6

Signer(s) Other Than Named Above: Jack Mollin

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here