

**Declaration**  
**of**  
**Restrictions**

**(CC&Rs)**

**for**

**High Country West**

**Property Owners Association**

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Recording Requested By and  
When Recorded Return To:

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### DECLARATION OF RESTRICTIONS

THIS DECLARATION OF RESTRICTIONS is made as of this 22nd day of June, 1979, by AVCO COMMUNITY DEVELOPERS, INC., a California corporation (hereinafter called "Declarant").

This Declaration of Restrictions is made with reference to the following

#### RECITALS:

A. Declarant is the owner of the real property located in the City of San Diego, County of San Diego, California, more particularly deascribed on Exhibit "A" attached hereto (herein-after called the "Real Property").

B. Declarant intends to develop and improve the Real Property by constructing thereon in phases detached and attached single-family homes, condominiums and apartment units. In the event that the Real Property is developed as planned, it is anticipated that there will be approximately one thousand forty-seven (1,047) residential dwelling units constructed thereon. There is no guarantee that all of the Real Property will be developed as planned or that the phasing of its development will occur in any particular manner.

C. The first phase of development of the Real Property consists of attached duplexes and detached single-family homes located on the following described portion of the Real Property:

Lots 1 through 35, inclusive, and Lots 39 through 95, inclusive, of HIGH COUNTRY WEST UNIT NO. 1, according to Map thereof No. 9006 filed in the Office of the County Recorder of San Diego County, California, on October 20, 1978, and

Parcels 1, 2 and 3 of Parcel Map No. 8566 filed in the Office of the County Recorder of San Diego County, California, on March 27, 1979

together with open space Lot 96 of HIGH COUNTRY WEST UNIT NO. 1 according to Map thereof No. 9006 filed in the Office of the County Recorder of San Diego County, California, on October 20, 1978

(hereinafter called "Phase I")

D. In connection with the development of the Real Property, Declarant has caused to be formed HIGH COUNTRY WEST PROPERTY OWNERS ASSOCIATION, a California corporation not for profit (hereinafter called the "Association"), which is the homeowners association for the overall development of the Real Property. Each Lot in Phase I shall have appurtenant to it a membership in the Association. Upon the development of the remainder of the Real Property, it is planned that the owners thereof shall also become members of the Association. There is no guarantee that all such owners will become members of the Association. The Association will own the Recreation Area, as hereinafter defined, and will maintain the Common Maintenance Area, as hereinafter defined, and may own certain additional property and interests in property.

E. Before selling or conveying any interest in Phase I, Declarant wishes to subject the Lots in Phase I in accordance with a common plan to certain covenants, conditions and restrictions for the benefit of Declarant and any and all present and future owners of the Real Property.

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

## ARTICLE I

### DEFINITIONS

Section 1. "Articles" shall mean and refer to the Articles of Incorporation of the Association as they may from time to time be amended.

Section 2. "Association" shall mean and refer to HIGH COUNTRY WEST PROPERTY OWNERS ASSOCIATION, a California corporation not for profit, its successors and assigns.

Section 3. "Board" shall mean and refer to the Board of Directors of the Association.

Section 4. "Bylaws" shall mean and refer to the Bylaws of the Association as they may from time to time be amended.

Section 5. "Common Maintenance Area" shall mean and refer to those portions of Lots over which easements for common maintenance are conveyed to the Association and those portions of public streets the maintenance of which is the responsibility of the Association, pursuant to Agreements entered into by The City of San Diego and the Association, or which are assigned to the Association. The Common Maintenance Area in Phase I consists of slope bank maintenance easements over those portions of Lots 1 through 10, inclusive, and Lots 92 through 95, inclusive, of HIGH COUNTRY WEST UNIT NO. 1 according to Map thereof No. 9006 filed in the Office of the County Recorder of San Diego County, California, on October 20, 1978, more particularly described on Exhibit "B" attached hereto, and an Encroachment Removal Agreement with The City of San Diego providing for the maintenance of a portion of Cloudcrest Drive as set forth on Exhibit "C" attached hereto.

Section 6. "Declarant" shall mean and refer to AVCO COMMUNITY DEVELOPERS, INC., a California corporation, its successors and assigns.

Section 7. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map or Parcel Map of the Real Property, the Owner of which is required by Declaration to be a member of the Association; provided, however, that in the event a Condominium Plan is recorded covering a Lot, then "Lot"<sup>11</sup> shall mean and refer to each Condominium as shown and described on the Condominium Plan, provided, however, that in the event an Apartment Building(s) is constructed on a Lot, then "Lot" shall mean and refer to each Apartment Unit located therein.

Section 8. "Mortgage" shall mean and refer to a deed of trust as well as a mortgage.

Section 9. "Mortgagee" shall mean and refer to a beneficiary under or holder of a deed of trust as well as a mortgagee

Section 10. "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of fee simple title to any Lot which is a part of the Real Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation

Section 11. "Phase I" shall mean and refer to that certain real property located in the City of San Diego, California, more particularly described as:

Lots 1 through 35, inclusive, and Lots 39 through 95, inclusive, of HIGH COUNTRY WEST UNIT NO. 1, according to Map thereof No. 9006 filed in the Office of the County Recorder of San Diego County, California, on October 20, 1978, and

Parcels 1, 2 and 3 of Parcel Map No. 8566 filed in the Office of the County Recorder of San Diego County, California<sub>1</sub> on March 27, 1979.

Section 12. "Real Property" shall mean and refer to that real property located in the City of San Diego, County of San Diego, California, described on Exhibit "A" attached hereto.

• Section 13. "Recreation Area" shall mean all real property (including improvements thereon and interests therein) owned by the Association. The Recreation Area to be ~y the Association at the time of the conveyance of the first Lot in Phase I is described as follows:

Lot 96 of HIGH COUNTRY WEST UNIT NO. 1 according to Map thereof No. 9006 filed in the Office of the County Recorder of San Diego County, California, on October 20, 1978.

## ARTICLE II

### PROPERTY RIGHTS IN RECREATION AREA

Section 1. Owners' Easements of Enjoyment Every Owner of a Lot shall have a right and easement of ingress and egress and of enjoyment in and to the Recreation Area which shall be appurtenant to and shall pass with the title to each Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Recreation Area.

(b) The *right* of the Association, after an opportunity for a hearing before the Board as provided in the Bylaws of the Association, to suspend the voting rights and right to use of any recreational facilities by an Owner for nonpayment of any assessment by the Association against his Lot or he is otherwise in breach of his obligations under this Declaration, the Articles or Bylaws or the rules and regulations of the Board, all as set forth in the Bylaws of the Association.

(c) The right of the Association to dedicate or transfer all or any part of the Recreation Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective except upon the vote or written Consent of two-thirds (2/3) of each class of members of the Association. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Recreation Area, shall be deemed not to be a dedication or transfer requiring the vote or written consent of the members.

(d) The right of the Board to adopt rules and regulations regarding reasonable use of the Recreation Area.

(e) Any restrictions or limitations on use imposed upon the Association in connection with its ownership of the recreation Area.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Recreation Area and facilities to the members of his family, his tenants or contract purchasers who reside on his Lot; provided, however, that if any Owner delegates such right of enjoyment to tenants or contract purchasers, neither the Owner nor his family shall be entitled to use such facilities by reason of ownership of that Lot during the period of delegation. Guests of an Owner may use such facilities only in accordance with rules and regulations adopted by the Board.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS IN ASSOCIATION

Section 1. Membership in Association. Every Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Every Owner shall promptly, fully and faithfully comply with and abide by the Articles and Bylaws and the rules and regulations adopted from time to time by the Board and the officers of the Association.

Section 2. Classes of Membership. The Association shall have two (2) classes of voting membership, as set forth in the Bylaws.

Section 3. Duty of Association. The Association, acting through the Board, shall have the sole and exclusive right and duty to manage, operate, control, repair, replace and restore the Recreation Area and Common Maintenance Area, together with the improvements, trees, shrubbery, plants and grass thereon, all as more fully set forth in the Bylaws and the terms and conditions pursuant to which the Association owns the Recreation Area and has rights and obligations in connection with the Common Maintenance Area.

Section 4. Non-Liability of Board. In discharging their duties and responsibilities, the Board acts on behalf of and as the representative of the Association which acts on behalf of and as the representative of the Owners, and no member of the Board shall be individually or personally liable for performance or failure of performance of his duties and responsibilities unless he fails to act in good faith.

#### ARTICLE IV

#### COVENANT FOR MAINTENANCE ASSESSMENTS TO ASSOCIATION

Section 1. Creation of Liens. The Declarant, for each Lot owned, hereby covenants, and each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association: (i) regular assessments, and (ii) special assessments, such assessments to be established and collected as provided in the Bylaws. The regular and special assessments, together with interest, costs, penalties and reasonable attorney's fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, penalties and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

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

Section 3. Uniform Rate of Assessments. Both regular and special assessments shall be fixed at a uniform rate for all Lots and may be collected on a monthly basis or otherwise as determined by the Board.

PAGE 7 WAS MISSING DURING SCANNING OF DOCUMENTS  
PAGE 7 WILL BE ADDED IN A FUTURE UPDATE.

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

Section 6. Subordination to First Mortgages. The lien of the assessments provided for herein shall be prior to all other liens recorded subsequent to the recordation of the Notice of Delinquent Assessment, except that the lien of the assessment, provided for herein, shall be subordinate to the lien or first Mortgage given for value. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to first Mortgage foreclosure or deed in lieu of foreclosure shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereon.

## ARTICLE V

### ARCHITECTURAL CONTROL

Section 1. Architectural Committee. There shall be an initial Architectural Committee consisting of three (3) persons, each appointed by Declarant. Until one (1) year following the date of original issuance by the California Department of Real Estate of the Final Subdivision Public Report covering Phase I, each member of the Architectural Committee shall be subject to removal at the direction of the Declarant at any time and from time to time, and all vacancies on the Architectural Committee shall be filled by appointment of the Declarant. Commencing one (1) year following the date of issuance of such Public Report and ending on the fifth (5th) anniversary of the date of issuance of such Public Report, or on the date ninety percent (90%) of the number of Lots in the Real Property have been sold (close of escrow) by Declarant to retail purchasers thereof, whichever shall first occur, the Declarant shall have the power to appoint two (2) of the members of the Architectural Committee and the Board shall have the power to appoint one (1) member thereon.

Thereafter the Board shall have the power to appoint all of the members of the Architectural Committee. Members of the Architectural Committee appointed by the Board shall be members of the Association.

Section 2. Architectural Committee Approval. No building or other structure or landscape improvements (including irrigation, plant materials and hardscape) or other improvement shall be erected, placed or altered upon any Lot until the location and the complete plans, and specifications, including the color scheme, of each building, landscape improvement, including irrigation system, plant materials, hardscape, fence and/or wall to be erected or planted upon the Lot have been approved in writing by the Architectural Committee; provided, however, that in the event the Architectural Committee fails to approve or disapprove such location, plans and specifications or other request made of it within sixty (60) days after the submission thereof to it, then such approval will not be required, provided that any building so to be erected conforms to all other conditions and restrictions herein contained and is in harmony with similar structures erected within the Real Property. The grade, level or drainage characteristics of a Lot or any portion thereof shall not be altered without the prior written consent of the Architectural Committee.

Section 3. Declarant Exemption. The Architectural Committee shall have no authority, power or jurisdiction over Lots owned by Declarant, and the provisions of Section 2 above shall not apply to Lots owned by Declarant, until such time as Declarant conveys title to the Lot to a purchaser thereof and this exception shall thereupon terminate.

## ARTICLE VI

### USE PROVISIONS

Section 1. Residential Purposes. No Lot shall be used except for residential dwelling purposes. Anything contained herein to the contrary notwithstanding, Declarant shall have the right to use any Lot for purposes of model homes and sales offices until such time as Declarant has conveyed all Lots in the Real Property to purchasers thereof, or until June 30, 1933, whichever shall first occur.

Section 2. New Buildings. No building of any kind shall be moved from any other place onto any of said Lots, or from one Lot to another Lot, without the prior written consent of the Architectural Committee, except for temporary structures used in connection with the construction of a building or improvement on such Lot.

Section 3. Minimum Floor Area. The ground floor area of the main structure located on any Lot, exclusive of open porches, patios, exterior stairways and garages, shall not be less than 950 square feet.

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

Section 5. No Second-Hand Materials; Painting Required. No second-hand materials shall be used in the construction of any building or other structure without the prior written approval of the Architectural Committee. All buildings and fences which are of frame construction shall be painted or stained with at least two (2) coats upon completion unless otherwise approved in writing by the Architectural Committee.

Section 6. Diligence in Construction. The work of constructing and erecting any building or other structure shall be prosecuted diligently from the commencement thereof, and the same shall be completed within a reasonable time and in no event later than one hundred fifty (150) days after commencement of construction. No outbuilding shall be completed prior, to the completion of the dwelling, except that temporary storage and convenience facilities may be erected for workmen engaged in building a dwelling on the Lot, but such temporary facilities shall be removed as soon as the dwelling is completed.

Section 7. Trees. All trees shall be trimmed by the, Owner of the Lot upon which the same are located at the direction of the Architectural Committee based upon a determination by the Architectural Committee that such trimming is necessary to prevent the obstruction of the view of other Lot Owners within the Real property. Before planting any trees the proposed location of such trees shall be approved in writing by the Architectural Committee.

Section 8. No Alterations. No alteration shall be made in the exterior design or color of any structure unless such alterations, including any additions, shall have first been approved in writing by the Architectural Committee. Materials and motif to be used must harmonize, complement and be of similar materials and motif used in the construction of existing dwellings on Lots in the Real Property. Where fences or hedges are allowed review by the Architectural Committee in relation to normal enjoyment of view by other Owners shall be required.

Section 9. Fences. Each Owner shall maintain and keep in good condition and repair all fences located on a lot 'line of his Lot. except as otherwise provided herein, no fence, rail or hedge over thirty-six (36) inches in height shall be placed in front of the setback line of any Lot as shown on the recorded Final Subdivision Map of which the Lot is a part, and no fence, wall (except a retaining wall) , rail or hedge over seventy-two (72) inches in height shall be placed or maintained elsewhere on

any Lot, except with the prior written consent of the Architectural Committee.

Section 10. No Antennae. There shall be no outside television or radio antennae constructed, installed or maintained in or on any Lot for any purpose whatsoever.

Section 11. Drying Yards. No drying yards shall be permitted on any Lot unless screened from all views exterior to the Lot on which the drying yard is located by fence, hedge or shrubbery, which screening and the adequacy thereof shall be subject to the approval of the Architectural Committee.

Section 12. Vehicles, Tents and Shacks. No tent, shack, trailer, basement, garage or outbuilding shall at any time be used on any Lot as a residence either temporarily or permanently, nor shall any residence of a temporary character be constructed, placed or erected on any Lot. No commercial truck, Camper, trailer, boat of any kind or other single or multi-purpose engine-powered vehicle other than a standard automobile or an approved golf cart, shall be parked on any Lot except temporarily and solely for the purpose of loading or unloading.

Section 13. Signs. No sign other than one (1) sign of customary and reasonable dimensions advertising a Lot for sale shall be erected or displayed upon any of said Lots or upon any building or other structure thereon without the prior written permission of the Architectural Committee, and all signs must conform with applicable City of San Diego ordinances.

Section 14. No Wells. No well for the production of, or from which there is produced, water, oil or gas shall be operated upon any Lot, nor shall any machinery, appliance or structure be placed, operated or maintained thereon for use in connection with any trading, manufacturing or repairing business.

Section 15. Animal Restrictions. No turkeys, geese, chickens, ducks, pigeons or fowl of any kind, or goats, rabbits, mares, horses or animals usually termed "farm animals," shall be kept or allowed to be kept on any Lot.

Section 16. No Commercial Activity. No commercial dog raising or cat raising or any kind of commercial business shall be conducted on any Lot. No public or private nuisance or activity which may become an annoyance or nuisance to the neighborhood shall be permitted on any Lot.

Section 17. Drainage. Each Lot Owner shall permit free access by owners of adjacent or adjoining Lots to slopes or drainage ways located on his Lot when such access is necessary for

The maintenance of permanent stabilization on said slopes, or of the drainage facilities to protect property other than the Lot on which the slope or drainage way is located.

No Owner of a Lot shall in any way interfere with the established drainage pattern over his Lot from adjoining or other Lots and each Owner will make adequate provisions for proper drainage in the event it is necessary to change the established drainage over his Lot. For the purpose hereof, "established" drainage is defined as the drainage which occurred at the time the overall grading of said Lots was completed by Declarant. No Owner shall interfere with or impede the maintenance of the Common Maintenance Area by the Association and shall make no changes or alterations to the Common Maintenance Area.

Section 18- Lot Maintenance. Each Lot Owner will keep maintain, water, plant and replant all slope banks and other landscape areas located on such Owner's Lot (except that portion, if any, contained within the Common Maintenance Area), so as to prevent erosion and to create and maintain an attractive appearance. No structure, planting or other material shall be placed or permitted to remain or other activities undertaken on any of said slope banks or other portion of any Lot which may damage or interfere with established slope ratios, create erosion or sliding problems or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. The Architectural Committee shall be the sole judge in determining compliance with the provisions of this paragraph<sub>1</sub> and each individual Lot Owner shall promptly perform or conform to all directives issued by the Architectural Committee or compliance with the provisions of this paragrah.

Section 19. No Subdivision. No Lot shall be resubdivided into building sites having a frontage of less than shown on the original recorded Final Subdivision Map of which the Lot is a part except such resubdivision as may be made by Declarant in connection with the development of the Real Property

Section 20. Interpretation of Restrictions All questions or interpretations or constructions of any of the terms or conditions contained in this Article VI shall be resolved by the Architectural Committee, and its decision shall be final, binding and conclusive on all of the parties affected

Section 21. Compliance with Architectural Control In the event of the failure of any individual Lot Owner to comply with a written directive or order from the Architectural Committee, then in such event the Architectural Committee shall have the right and authority to perform the subject matter of such directive or order, including, if necessary the right to enter upon the

property *where* a violation of these restrictions exists, and the cost of such performance shall be charged to the Owner of the Lot in question and may be recovered by the Architectural Committee in an action at law against such individual Lot Owner.

Section 22. Height Limitation. Except upon the written consent of the Architectural Committee, no dwelling or structure shall be constructed or maintained on any Lot which is more than fifteen (15) feet in height from the average grade of the Lot.

Section 23. Obligations to Landscape. No later than six (6) months after the transfer of title to any Lot from Declarant to an Owner there shall be expended by such individual Owner on the Lot for ornamental plants, trees, shrubs, lawns, flowers and other landscaping, exclusive of slope bank planting and care as herein provided, a sum of not less than two percent (2%) of the sales price of said Lot and improvements located thereon. Said sum shall be exclusive of any cost of grading, walks, driveways and construction features exterior to said buildings. Size, type and location of materials to be used shall be approved by the Architectural Committee in writing prior to any such planting.

Section 24. Construction Clean Up Deposit. When plans and specifications for the construction of improvements are submitted to the Architectural Committee pursuant to provisions hereof, said submission shall, at the request of the Architectural Committee, be accompanied by a deposit of \$200.00 to guarantee that the construction site during the course of construction will be maintained reasonably free of debris at the end of each work day and that the construction will be completed and the Lot drainage swales and structures correctly drain surplus water to the street or other approved outlets, all as shown on the plans and specifications submitted to the Architectural Committee for approval. In the event of a violation of this restriction, the Architectural Committee may give written notice thereof to the builder and the Owner of the Lot in question that if such violation is not cured or work commenced to cure the same within forty-eight (48) hours after the mailing of said notice, the Architectural Committee may correct or cause to be corrected said violation and use said deposit, or as much thereof as may be necessary, to cover the cost of such correction work. In the event that the cost of curing said violation shall exceed the amount of said deposit, said excess cost shall be paid by the Owner of the Lot in question to the Architectural Committee. Said deposit or any part thereof remaining in the hands of the Architectural Committee at the completion of the construction work shall be returned by the Architectural Committee to the person who made the deposit.

Section 25. Leasing of Lots. Each Owner shall have the

right to lease his Lot, provided that all such leases must be in writing and shall provide that the lease is subject in all respects to the provisions of this Declaration and to the Articles and Bylaws, and that any failure of the lessee to comply with the provisions of each such document shall constitute a default under the lease. A lessee shall have no obligation to the Association to pay assessments imposed by the Association nor shall any lessee have any voting rights in the Association. No Owner may lease his Lot or improvements thereon or hotel, motel or transient purposes. Any lease which is either for a period of fewer than thirty (30) days or pursuant to which the lessor provides any services normally associated with a hotel, shall be deemed to be for transient or hotel purposes.

## ARTICLE VII

### INSURANCE

Section 1. Hazard Insurance. The Association shall keep (i) any building in the Recreation Area insured against loss by fire and the risks covered by a Standard All Risk of Loss Perils insurance policy under an extended coverage casualty policy in the amount of the maximum insurable replacement value thereof, and (ii) all personalty owned by the Association insured with coverage in the maximum insurable fair market value of such personalty as determined annually by an insurance carrier selected by the Association. Insurance proceeds for improvements in the Recreation Area and personalty owned by the Association shall be payable to the Association. In the event of any loss, damage or destruction, the Association shall cause the same to be replaced, repaired or rebuilt if it occurred in the Recreation Area. In the event the cost of such replacement, repair or rebuilding of the Recreation Area (i) exceeds the insurance proceeds available therefor, or (ii) no insurance proceeds are available therefor, the deficiency or full cost thereof shall be assessed to the Owners as a special assessment.

Section 2. Liability Insurance. The Association shall procure and keep in force public liability insurance in the name of the Association and the Owners against any liability for personal injury or property damage resulting from any occurrence in or about the Recreation Area in amount not less than \$500,000. in indemnity against the claim of one (1) person in one (1) accident or event and not less than \$1,000,000.00 against the claims of two (2) or more persons in one (1) accident or event, and not less than \$100,000.00 for damage to property.

Section 3- Fidelity Bond. The Association shall maintain fidelity bond in an amount equal to one hundred fifty percent (150%) of the annual assessments, plus reserves, naming the

Association as obligee and insuring against loss by reason of the acts of all persons having access to the funds of the Association, including any managing agents.

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

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

## ARTICLE VIII

### CONDEMNATION

In the event the Recreation Area or any portion thereof shall be taken for public purposes by condemnation as a result of any action or proceeding in eminent domain, or shall be transferred in lieu of condemnation to any authority entitled to exercise the power of eminent domain, then the award or consideration for such taking or transfer shall be paid to and belong to the Association.

## ARTICLE IX

### MAINTENANCE RESPONSIBILITIES

Section 1. Association Maintenance. The Association shall maintain and provide for the maintenance of all the Recreation Area and Common Maintenance Area and all improvements thereon in good repair and appearance. The Association shall provide landscaping and gardening to properly maintain and periodically replace when necessary the trees, plants, grass and other vegetation originally placed in the Recreation Area and Common Maintenance Area by Declarant, pursuant to landscape plans submitted to The City of San Diego and approved by said City.

Section 2. Owner Maintenance. Each Owner shall keep and maintain in good repair and appearance all portions of his Lot, other than that portion of the Lot, which is within the Common Maintenance Area, and improvements thereon, including but

not limited to any fence which is on the Lot line and the residence located thereon. The Owner of each Lot shall water, weed, *maintain* and care for the landscaping located on his Lot, other than that portion on the Lot, if any, which is within the Common Maintenance Area, so that the same presents a neat and attractive appearance.

## ARTICLE X

### PARTY WALLS

Section 1. General Rules of Law Apply. Each wall which is built as a part of the original construction of the homes upon the Real Property and placed on the dividing line between the Lots, together with such other elements which are necessary for the structural integrity of the building, shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing Repair and Maintenance. The cost of reasonable repair and maintenance of party wall shall be shared equally by the Owners who make use of the wall.

Section 3. Destruction. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute equally to the cost of restoration thereof without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with the Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

## ARTICLE XI

### SPECIAL RESTRICTIONS

Section 1. Approval of Mortgagees. Unless at least seventy-five percent (75%) of the first Mortgagees of mortgages encumbering Lots (based upon one (1) vote for each Mortgage) have given their prior written approval, neither the Owners nor the Association shall:

(a) Seek, by act or omission, to abandon the planned development project of which Phase I is a part or to terminate this Declaration, or change, waive or abandon any scheme of regulation or enforcement thereof, pertaining to the architectural design or the exterior appearance or maintenance of the homes built on any Lot, the exterior maintenance of homes or the maintenance of the Recreation Area and Common Maintenance Area.

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

(c) Partition or subdivide the Recreation Area.

(d) Seek, by act or omission, to abandon, partition, subdivide, encumber, sell or transfer the Recreation Area; provided, however, that the granting of easements for public utility or other public purposes consistent with the uses of the Recreation Area shall not be deemed a transfer within the meaning of this provision.

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

(f) Maintain fire and extended coverage on insurable property owned by the Association in an amount less than one hundred percent (100%) of the insurable value based upon current replacement cost.

Section' 2. Mortgagees May Pay Taxes. First Mortgagees of Lots may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Recreation Area and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy, for the Recreation Area and first Mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

## ARTICLE XII

### ENFORCEMENT

Section 1. Persons Who May Enforce. Declarant, the Association, the Architectural Committee and any Owner shall have the right to enforce by any proceedings at law or in equity the provisions of this Declaration. Failure by any such person or entity to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter. These covenants, conditions and restrictions shall operate as covenants and equitable servitudes running with the land, and a breach of any of them or a continuance of any such breach may be enjoined, abated or remedied by appropriate Proceedings. In the event legal' action is commenced to enforce the provisions of this Declaration, the prevailing party shall be entitled to cost's of suit and reasonable attorney's fees.

Section 2. Notice of Claim of Breach. The Declarant, the Association, the Architectural Committee or any Owner may, at any time that Declarant, the Association, the Architectural Commttee or any Owner deems a breach of these conditions and restrictions has occurred (other than a breach by way of failure to pay fees or assessments to the Association), execute, acknowledge and record in the Recorder's Office of San Diego County a Notice of Claim of Breach setting forth the facts of such breach, describing the Lot or Lots upon which such breach occurred and setting forth the name of the Owner or Owners thereof. Such notices, upon being recorded, shall be notice to all persons of such breach, provided an action has commenced within ninety (90) days after the recording of such notice to establish such breach, and if no such action has been commenced within such ninety (90) day period, then and in that event such notice shall be of no force and effect whatsoever, and the breach set forth in said notice shall be presumed to have been remedied. A breach of any of the foregoing covenants, conditions and restrictions contained herein shall not affect, impair, defeat or render invalid the - lien, charge or encumbrance of any Mortgage made for value which may then exist upon said land, which said Mortgage shall be and is hereby declared to be prior and superior to the rights in favor of any person or persons under and by virtue of these covenants, conditions and restrictions; provided, however, that in the event of a foreclosure of any such Mortgage, or if the owner of the note secured by such Mortgage acquires title to said land in any manner whatsoever in satisfaction of his indebtedness, then any purchaser at the foreclosure or trustee's sale, or any said note owner acquiring title as aforesaid, agrees that the Lot so acquired by them shall immediately upon said acquisition become subject to each and all of the covenants,' conditions and restrictions and rights herein contained but free from the effects of any breech occurring prior thereto.

Section 3. Mortgagee Protection. The Owners of any encumbrance made for value on any Lots and any corporation insuring the lien of such encumbrance may conclusively presume that no breach exists under these covenants, conditions and restrictions, provided such encumbrance is recorded in the Office of the County Recorder of San Diego County prior to the commencement of any action to establish any such breach and not within ninety (90) days after the recording of any Notice of Claim of Breach, any-thing contained herein to the contrary notwithstanding.

### ARTICLE XIII

#### ANNEXATION

Section 1. Description of Project. Phase I is the first phase of the overall planned development of the Real Property as set forth in the Recitals to this Declaration. When completed, Declarant contemplates that the entire planned development will consist of approximately 1,047 dwelling units. Some dwelling units will be condominiums, some detached single-family dwellings, some attached single-family dwellings and some apartments. Nothing contained herein, however, shall require Declarant to complete the future phases of the overall planned development of the property.

Section 2. Time for Annexation. If, within three (3) years of the date of the original issuance by the California Department of Real Estate of the most recently issued Final Subdivision Public Report for a phase of the overall planned development of the Real Property, Declarant should develop additional lands within the Real Property, such additional lands or any portion thereof may be added to and included within the jurisdiction of the Association by action of Declarant without the assent of members of the Association; provided, however, that the development of the additional lands shall be in accord with the plan of development submitted to the Department of Real Estate prior to the time a Final Subdivision Public Report is issued in connection with phase I. Said annexation may be accomplished by the recording of a Declaration of Annexation or by the recording of a separate Declaration of Restrictions which requires owners of the property described therein to be members of the Association. The obligation of such owners to pay dues to the Association and the right of such owners to exercise voting rights in the Association shall not commence until the first day of the month following close of the first sale of a Lot by Declarant in that particular phase of development.

Section 3. Annexation of Recreation Area and Common Maintenance Area. *As* additional land within the Real Property is developed, Declarant will convey additional lands within the Real

Property to the Association which, upon conveyance to the Association, will become part of the Recreation Area. Said additional lands shall include open space lots and an active recreational facility which is planned to be constructed by Declarant in connection with the third phase of development of the Real Property. In addition, as additional land within the Real Property is developed, certain portions thereof will be added to the Common Maintenance Area. Said lands may be conveyed to the Association by Declarant without the consent of the Association or its members at any time during which Declarant retains the right to annex additional lands to the jurisdiction of the Association. Nothing contained herein shall require Declarant to convey any of said land to the Association nor to add to the Common Maintenance Area.

Section 4. Annexation by Owners. Except as provided in Section 2 above, additional land may be annexed to the jurisdiction of the Association and to the Real Property upon the vote or written consent of two-thirds (2/3) of the voting power of each class of members of the Association.

Section 5. Restriction on Amendment. This Article XIII may not be amended without the written approval of Declarant attached to the instrument of amendment.

#### ARTICLE XIV

#### GENERAL PROVISIONS

Section 1. Survival. Should any provision in this Declaration be void or become invalid or unenforceable in law or equity by judgment or court order, the remaining provisions hereof shall be and remain in full force and effect.

Section 2. Amendments. This Declaration may be amended at any time and from time to time by an instrument in writing signed by members of the Association entitled to exercise sixty-six and two-thirds percent (66-2/3%) or more of the voting power of the Association, any which amendment shall become effective upon the recording thereof with the Office of the County Recorder of San Diego County, California; provided, however, that no material change may be made to this Declaration without the prior written consent of seventy-five percent (75%) or more of the Mortgagees of first Mortgages encumbering Lots (based upon one (1) vote for each such Mortgage).

Section 3. Term of Restrictions; Extensions. Each and all of these covenants, conditions and restrictions shall terminate on December 31, 2028, after which date they shall automatically be extended for successive periods of ten (10) years unless

the Owners have executed and recorded at any time within six (6) months prior to December 31, 2028, or within six (6) months prior to the end of any such ten (10) year period, in the manner required for a conveyance of real property, a writing in which it is agreed that said restrictions shall terminate on December 31, 2028, or at the end of any such ten (10) year period.

Section 4. Encroachment Easements. The Owner of each Lot is hereby declared to have an easement over all adjoining Lots and the Recreation Area for the purpose of accommodating any encroachments due to engineering errors, errors in original construction, settlement or shifting of any building, or any other cause. There shall be valid, easements for the maintenance of said encroachments as long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by said encroachments, settlement or shifting; provided however, that in no event shall a valid easement for encroachment be created in favor of an Owner if said encroachment occurred due to the willful misconduct of any Owner. In the event any portion of a structure on the Real Property is partially or totally destroyed and then repaired or rebuilt, each Owner agrees that minor encroachments over adjoining Lots or Recreation Area shall be valid easements for the maintenance of said encroachments so long as they shall exist.

Section 5. Special Responsibilities of Association. In the event that the improvements to be installed by Declarant to the Recreation Area have not been completed prior to the issuance by the California Department of Real Estate of a Final Subdivision Public Report covering Phase I, and in the further event that the Association is the obligee under a bond to secure performance by the Declarant to complete such improvements, then if such improvements have not been completed and a Notice of Completion filed within sixty (60) days after the completion date specified in the Planned Construction Statement appended to the bond, the Board shall consider and vote upon the question of whether or not to bring action to enforce the obligations under the bond. If the Association has given an extension in writing for the completion of any such improvement then the Board shall consider and vote on said question if such improvements have not been completed and a Notice of Completion filed within thirty (30) days after the expiration of the extension period. In the event that the Board determines not to take action to enforce the obligations secured by the bond, or does not vote on the question as provided, then, in either such event, upon petition signed by members representing ten per cent (10%) or more of the voting power of the Association (excluding the voting power of Declarant), the Board shall call a special meeting of the members of the Association to consider the question of overriding the decision of the Board or of requiring it to take action on the question of enforcing the

obligations secured by the bond. Said meeting of members shall be held not less than fifteen (15) days nor more than thirty (30) days following receipt of the petition. At Said meeting a vote of a majority of the voting power of the members of the Association, excluding the vote of Declarant, to take action to enforce the obligations under the bond shall be deemed to be the decision of the Association, and the Board shall thereafter implement the decision by initiating and pursuing appropriate action in the name of the Association.

Section 6. Declarant's Rights. Declarant is undertaking the work of construction of residential dwellings and incidental improvements upon the Real property. The completion of that work, and the sale, rental and other disposal of the dwellings is essential to the establishment and welfare of the Real Property as a residential community. In order that said work may be completed and the Real Property be established as a fully occupied 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 Real Property 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 of parts or the Real Property, such structures as may be reasonable and necessary for the conduct of its business of completing said work and establishing the Real Property as a residential community and disposing of the same by sale, lease or otherwise; or

(c) Prevent Declarant from conducting on any part of the Real Property its business of completing said work, and of establishing a plan of ownership and of disposing of the Real Property by sale, lease or otherwise; or

(d) Prevent Declarant from maintaining such sign or signs on any of the Real Property as may be necessary for the sale, lease or disposition thereof.

IN WITNESS WHEREOF, the undersigned, being Declarant herein, has executed this instrument the day and year first hereinabove written.

AVCO COMMUNITY DEVELOPERS, INC.

By \_\_\_\_\_

By \_\_\_\_\_

“Declarant”



## EXHIBIT "A"

All of High Country West Unit No. 1 in the City of San Diego, County of San Diego, State of California according to Map thereof No. 9006 filed in the Office of the County Recorder of said County together with a portion of Parcel 2 of Parcel Map No. 5404 filed in the Office of said County Recorder in Book of Parcel Maps all being a division of a portion of Rancho San Bernardo, described as follows:

Beginning at the Southwesterly terminus of that course designated "North 40 deg 30' 00" East 400 feet" in the North-westerly line of said Parcel 2, being a point on the South-easterly line of Bernardo Center Drive; thence along the boundary line of said Parcel 2 as follows: North 40deg 30' 00" East 400 feet to a tangent 1949 foot radius curve concave *Southeasterly*; thence Northeasterly along the arc of said curve 1264.28 feet; thence *tangent* to said curve North 77 deg 40' 00", East 577.07 feet; thence South 12deg 20' 00" East 39.07 feet; thence South 81deg 29' 20" East 216.46 feet; thence South 14deg 25' 57" East 453.22 feet; thence South 13deg 55' 10" West 554.90 feet; thence South 0deg 59' 03" East 403.44 feet; thence South 6deg '02' 43" West 428.77 feet; thence South 13deg 27' 27" West 2128.96 feet; thence South 26 deg 56' 13" West 304.74 feet; thence South 1deg 49' 53" West 207.30 feet; thence South 21deg 18' 41" West 523.79 feet; thence leaving said boundary North 53deg 01' 11" West 449.52 feet to a tangent 2000 foot radius curve concave Northeasterly; thence Northwesterly along the arc of said curve 170.86 feet through an angle of 4deg 53' 41"; thence tangent to said curve North 48deg 07' 30" West 1798.24 feet to a tangent 2000 foot radius curve concave Northeasterly; thence Northwesterly along the arc of said curve 504.30 feet through an angle of 14deg 27' 41"; thence tangent, to said curve North 33deg 39' 49" West 649.46 feet to a tangent 1000 foot radius curve concave Southwesterly; thence Northwesterly along the arc of said curve 48.17 feet through an angle of 2deg 45' 35" to the most Southerly corner of Bernardo Industrial Park West, according to Map thereof No. 9024 filed in the Office of said County Recorder; thence along the Southeasterly line thereof, Northeasterly along the arc of a 1240 foot radius curve concave Northwesterly a distance of 790.60 feet through an angle of 36deg 31' 50"; thence tangent to said curve North 35deg 43' 15" East, **702.76** feet; thence South 54deg 61' 45" East 51.00 feet to a point in the arc of a 4749 foot radius curve concave Southeasterly in the Northwesterly boundary line of said Parcel 2; thence Northeasterly along the arc of said curve 396.13 feet through an an-Ic of 4 deg 46' 45" to the point of beginning.

## EXHIBIT "A"

EXHIBIT "B"

[Lot 1]

That portion of Lot 1 of High Country West Unit No. 1 in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 9006 filed in the office of the County Recorder of said County, described as follows:

Beginning at the most Westerly corner of said Lot 1; thence South 51deg 20' 36" East along the Southwesterly line thereof 24.00 feet; thence North 40deg 30' West 28.00 feet; thence North 78deg 32' 22" East 10.00 feet; thence South 53deg 46' 34" East 95.68 feet to the Southeasterly line of said Lot; thence North 40deg 50' 19" East 4.00 feet to a tangent 20 foot radius curve concave Westerly in said Southeasterly line; thence in a general counter clockwise direction along the exterior boundary line of said Lot 1 to the point of beginning.

[Lot 2]

That portion of Lot 2 of High Country West Unit No. 1 in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 9006 filed in the office of the County Recorder of said County, described as follows:

Beginning at the most Westerly corner of said Lot 2: thence along the boundary line of said Lot North 43deg 30' East 40.00 feet; thence South 51deg 20' 36" East 24.00 feet; thence South 37deg 37' 43" West 39.49 feet to the Southwesternly line of said Lot; thence North 52deg 26' 15" West 26.00 feet to the point of beginning.

[Lot 3]

That portion of Lot 3 of High Country West Unit No. 1, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 9006 filed in the office of the County Recorder of said County, described as follows:

Beginning at the most Westerly corner of said Lot; thence along the boundary line thereof North 40 deg 30' East 40.00 feet; thence South 52 deg 26' 15" East 26.00 feet; thence South 40deg 31' 01" West 39.61 feet to the Southwesternly line of said Lot; thence North 53deg 18' 13" West 26.00 feet to the point of beginning.

[Lot 4]

That portion of Lot 4 of High Country West Unit No. 1, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 9006 filed in the office of the County Recorder of said County, described as follows

Beginning at the most Westerly corner of said Lot 4; thence along the boundary line thereof North 40deg 30' East 42.00 feet; thence South 53 deg 18' 18" East 26.00 feet; thence South 39deg 12' 09" West 41.13 feet to the Southwesterly line of said Lot; thence North 55deg 02' 04: West 27.00 feet to the point of beginning.

[Lot 5]

That portion of Lot 5 of High Country West Unit No. 1, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 9006 filed in the office of the County Recorder of said County, described as follows

Beginning at the most Westerly corner of said Lot; thence along the boundary line thereof North 40deg 30' East 42.90 feet; thence South 55 deg 02' 04" East 27.00 feet; thence South 26deg 56' 43" West 41.87 feet to the Southwesterly line of said Lot; thence North 56deg 57' 016" West 37.00 feet to the point of beginning.

[Lot 6]

That portion of Lot 6 of High Country West Unit No. 1, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 9006 filed in the office of the County Recorder of said County, described as follows

Beginning at the most Northerly corner of said Lot 6; thence South 56deg 57' 16" East along the Northeasterly line thereof 37.00 feet; thence South 31deg 27' 18" West 43.95 feet to the Southwesterly line of said Lot; thence North 59deg 10' 54" West 44.00 feet to the most Westerly corner of said Lot; thence Northeasterly along the Northwesterly line 46.00 feet to the point of beginning.

EXHIBIT "B"

[Lot 7]

That portion of Lot 7 of High Country West Unit No. 1, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 9006 filed in the office of the County Recorder of said County, described as follows

Beginning at the most Northerly corner of said Lot ; thence South 59deg 10' 54" East along the Northeasterly line thereof 44.00 feet; thence South 41deg 18' 25" West 40.48 feet to the Southwesterly line of said Lot; thence North 60deg 23' 26" West 43.00 feet to the most Westerly corner; thence Northeasterly along the Northwesterly line 41.20 feet to the point of beginning.

[Lot 8]

That portion of Lot 8 of High Country West Unit No. 1, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 9006 filed in the office of the County Recorder of said County, described as follows

Beginning at the most Northerly corner of said Lot ; thence South 60deg 23' 26" East along the Northeasterly line thereof 43.00 feet; thence South 35deg 38' 38" West 40.98 feet to the Southwesterly line of said Lot; thence North 63deg 11' 16" West along said line 46.00 feet to the most Westerly corner thereof; thence Northeasterly along the Northwesterly line 43.60 feet to the point of beginning.

[Lot 9]

That portion of Lot 9 of High Country West Unit No. 1, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 9006 filed in the office of the County Recorder of said County, described as follows

Beginning at the most Northwesterly corner of said Lot ; thence South 63deg 11' 16" East along the Northeasterly line 46.00 feet; thence South 25deg 47' 29" West 69.48 feet to the Southerly line of said Lot; thence North 85deg 00' 07" West 72.00 feet to the Southwesterly corner thereof; thence Northeasterly along the Northwesterly line of said Lot 98.20 feet to the point of beginning.

EXHIBIT "B"

[Lot 10]

That portion of Lot 10 of High Country West Unit No. 1, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 9006 filed in the office of the County Recorder of said County, described as follows

Beginning at the most Westerly corner of said Lot ; thence South 48deg 53' 38" East 140.56 feet to an angle point thereon; thence North 57deg 28' 43" East along the Southeasterly line 6.00 feet; thence North 31deg 48' 12" West 51.68 feet; thence North 6deg 18' 51" West 48.00 feet to the Northerly line of said Lot; thence North 85 deg 00' 07" West 72.00 feet to the Northwesterly corner thereof; thence Southerly along the Northwesterly line 11.01 feet to the point of beginning.

[Lot 92]

That portion of Lot 92 of High Country West Unit No. 1, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 9006 filed in the office of the County Recorder of said County, described as follows

Beginning at the most Northwesterly corner of said Lot ; thence North 89deg 41' 31" East along the Northerly line 50.38 feet; thence South 66deg 21' 51" West 44.88 feet to the Southwesterly line of said Lot; thence North 27deg 36' 54" West 20.00 feet to the point of beginning.

[Lot 93]

That portion of Lot 93 of High Country West Unit No. 1, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 9006 filed in the office of the County Recorder of said County, described as follows

Beginning at the most Westerly corner of said Lot; thence South 50deg 42' 29" East along the Southwesterly line 20.00 feet; thence North 38deg 34' 13" East 50.00 feet; thence North 58deg 32' 14" East 34.78 feet to the Northeasterly line of said Lot; thence North 27deg 36' 54" West 20.00 feet to an angle point thereon; thence South 89 deg 41' 31" West 9.61 feet to an angle point thereon; thence Southwesterly along the Northwesterly line 84.70 feet to the point of beginning.

EXHIBIT "B"

[Lot 94]

That portion of Lot 94 of High Country West Unit No. 1, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 9006 filed in the office of the County Recorder of said County, described as follows

Beginning at the most Northerly corner of said Lot ; thence South 50deg 42' 29" East along the Northeasterly line 20.00 feet; thence South 38deg 34' 13" West 51.56 feet to the Southwesterly line thereof North 50deg 00' 15" West 22.00 feet to the most Westerly corner and Northeasterly along the Northwesterly line thereof 51.30 feet to the point of beginning.

[Lot 95]

That portion of Lot 95 of High Country West Unit No. 1, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 9006 filed in the office of the County Recorder of said County, described as follows

Beginning at the most Northerly corner of said Lot; thence South 50deg 00' 15" East along the Northeasterly line thereof 22.00 feet; thence South 38deg 34' 13" West 45.00 feet; thence South 30deg 28' 45" East 15.00 feet; thence South 47deg 55' 38" East 85.66 feet to a point in the arc of a 20 foot radius curve concave Northerly in the Southeasterly line of said Lot; thence Southwesterly along the arc of said curve 17.00 feet to the Westerly terminus thereof; thence in a general clockwise direction along the exterior boundary line of said Lot to the of beginning.

EXHIBIT "B"

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

On JUNE 27, 1979, before me, the undersigned, a Notary Public and for said State, personally appeared    A. L. German   , known to me to be the Vice President, and Ronald W. Ackener, known to me to be the Asst. Manager of SECURITY PACIFIC NATIONAL BANK, the association that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the association therein named, and acknowledged to me that such association executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS my hand and official seal.

Florence G. Arnold  
NOTARY PUBLIC

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

On JUNE 27, 1979, before me, the undersigned, a Notary Public and for said State, personally appeared    A. L. German   , known to me to be the Vice President, and Ronald W. Ackener, known to me to be the Asst. Manager of SECURITY PACIFIC NATIONAL BANK, the association that executed and whose naem is subscribed to the within instrument as the agent of The Chase Manhattan Bank, N.A., Bankers Trust Company, Manufacturer Hanover Trust Company, The First National Bank of Chicago and Golden State Sanwa Bank, known to me to be the persons who executed the within instrument on behalf of the association as such agent, and acknowledged to me that said association executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS my hand and official seal.

Florence G. Arnold  
NOTARY PUBLIC

SUBORDINATION AGREEMENT

SECURITY PACIFIC NATIONAL BANK, for itself and as agent for The Chase Manhattan Bank, N.A., Bankers Trust Company, Manufacturers Hanover Trust Company, The First National Bank of Chicago and Golden State Sanwa Bank, beneficiary under those certain deeds of trust recorded January 5, 1979 and and May 15, 1979, respectively, as File/Page Nos. 79-005522 and 79-197974, respectively, with the Office of the San Diego County Recorder, hereby declares that the lien and charge of said deeds of trust is and shall be subordinate and inferior to the provisions of the Declaration of Restrictions to which this Subordination Agreement is attached.

SECURITY PACIFIC NATIONAL BANK

By A. L. German Vice Pres.

By Ronald W. Ackener Asst. Man.

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SECURITY PACIFIC NATIO~AL

As agent for The Chase  
Manhattan Bank, N.A., Bankers  
Trust Company, Manufacturers  
Hanover Trust Company, The  
First National Bank of Chicaco  
and Golden State Sanwa Bank

By A. L. German Vice Pres.

By Ronald W. Ackener Asst. Man.

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Recording Requested By  
TICOR TITLE INSURANCE COMPANY OF CALIFORNIA  
When Recorded Return To:

McDONALD, HECHT & SOLBLRG  
Mr. Alex C. McDonald  
1100 Financial Square  
600 "B" Street  
San Diego, California 92101

COMMON MAINTENANCE AREA EASEMENT

THIS COMMON MAINTENANCE AREA EASEMENT is entered into at San Diego, California, as of July 7, 1986, between RANCHO BERNARDO DEVELOPMENT COMPANY, a California joint venture ("Grantor"), and HIGH COUNTRY WEST PROPERTY OWNERS ASSOCIATION, a California nonprofit mutual benefit corporation ("Grantee"), with reference to the following

RECITALS:

A. Grantor is the owner of that certain real property located in The City of San Diego, County of San Diego, California, more particularly described as:

*Lots 98 through 106, and Lot 109 of HIGH COUNTRY WEST UNIT NO. 5 RESUBDIVISION according to Map thereof No. 10956 filed in the Office of the County Recorder of San Diego County, California, on June 1, 1984,*

hereinafter called the "Servient Tenement."

B. Grantor intends to construct residential units on each of the lots contained within the Servient Tenement and to convey each to members of the public.

C. Grantee has been formed as a property owners association composed of the owners of the Servient Tenement, together with others, and the owner of each lot is required to be a member of Grantee, which membership is appurtenant to each such lot.

D. One of the purposes for which Grantee was formed is to provide for the maintenance of certain areas located upon the Servient Tenement ("Common Maintenance Area"), all as more particularly set forth in that certain Declaration of Restrictions dated June 22, 1979 and recorded in the Office of the County Recorder of San Diego County, California, on August 8, 1979 at File/Page No. 79-332382 as amended by the First Amendment recorded October 29, 1979 as File/Page No. 79-453656 with the Office of the County Recorder of San Diego County, California ("Declaration") and in the Bylaws of Grantee.

Grantor and Grantee therefore agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee an easement as hereinafter set forth.

2. Character of Easement. The easement granted herein is an easement in gross.

3. Description of Easement. The easement granted herein is for landscape, irrigation and drainage installation and maintenance and for erosion control.

4. Location. The easement granted herein is located on, over and under that portion of the Servient Tenement which is described on Exhibit "A" attached hereto and made a part hereof.

5. Use. The easement granted herein includes the following uses of the Servient Tenement:

To install, plant, replant, water, weed, cultivate, grade, maintain, repair and replace the landscaping, irrigation Systems and drainage facilities within the easement.

6. Exclusiveness of Easement. The easement granted herein is not exclusive.

7. Secondary Rights. The easement granted herein includes the incidental rights of access on, over and under the Servient Tenement as may be reasonably necessary to carry out the purposes for which this easement is granted.

8. Obligation of Grantee. Grantee agrees to maintain or cause to be maintained the landscaping, irrigation Systems and drainage facilities within the easement in a neat, healthy and sightly condition as more fully set forth in the Declaration and Bylaws of Grantee.

9. Attorney's Fees. In the event of any controversy, claim or dispute between the parties hereto relating to this instrument or the breach hereof, the prevailing party shall be entitled to costs of suit and such sum as the Court deems reasonable for attorney's fees. The prevailing party shall be the party in whose favor a final judgment is entered.

10. Binding Effect. This instrument shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first hereinabove set forth.

RANCHO BERNARDO DEVELOPMENT COMPANY,  
a California joint venture

BY: BUIE ASSOCIATES, LTD., a California limited  
Partnership, Joint Venture Partner

BY: THE BUIE CORPORATION, a California  
corporation, General Partner

HIGH COUNTRY WEST PROPERTY OWNERS  
ASSOCIATION, a California nonprofit  
mutual benefit corporation

## SLOPE EASEMENTS

THOSE PORTIONS OF LOTS 98 THROUGH 106 INCLUSIVE, AND LOT 109 OF HIGH COUNTRY WEST UNIT NO. 5 RESUBDIVISION. IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO STATE OF CALIFORNIA ACCORDING TO MAP NO. 10956 FILED JUNE 1, 1984 IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

### PARCEL "A "

BEGINNING AT THE WESTERLY MOST CORNER OF SAID LOT 98, SAID POINT BEING ON A PORTION OF THE NORTHERLY RIGHT OF WAY LINE OF MATURIN DRIVE; THENCE ALONG THE NORTHWESTERLY LINE OF SAID LOT

1. NORTH 43 Deg 38' 24" EAST 15.43 FEET; THENCE LEAVING SAID LOT LINE
2. SOUTH 55 Deg 59' 01" EAST 17.90 FEET; THENCE
3. SOUTH 63 Deg 02' 32" EAST 17.56 FEET; THENCE
4. SOUTH 65 Deg 28' 59" EAST 90.27 FEET; THENCE
5. SOUTH 66 Deg 21 '13" EAST 21.43 FEET. TO THE EASTERLY LINE OF SAID LOT; THENCE ALONG SAID LOT LINE
6. SOUTH 25 Deg 00' 00" WEST 19.00 FEET; TO THE NORTHERLY RIGHT OF WAY LINE OF SAID STREET; THENCE ALONG SAID RIGHT OF WAY LINE
7. NORTH 65 Deg 00' 00" WEST 27.08 FEET; TO THE BEGINNING OF A 1198 FOOT RADIUS CURVE, CONCAVE NORTHERLY THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE
8. WESTERLY 125.00 FEET, THROUGH A CENTRAL ANGLE OF 5 DEG 58' 42" TO THE POINT OF BEGINNING SAID POINT HAVING A RADIAL BEARING OF NORHT 30 DEG 58' 42" E.

EXHIBIT "A"

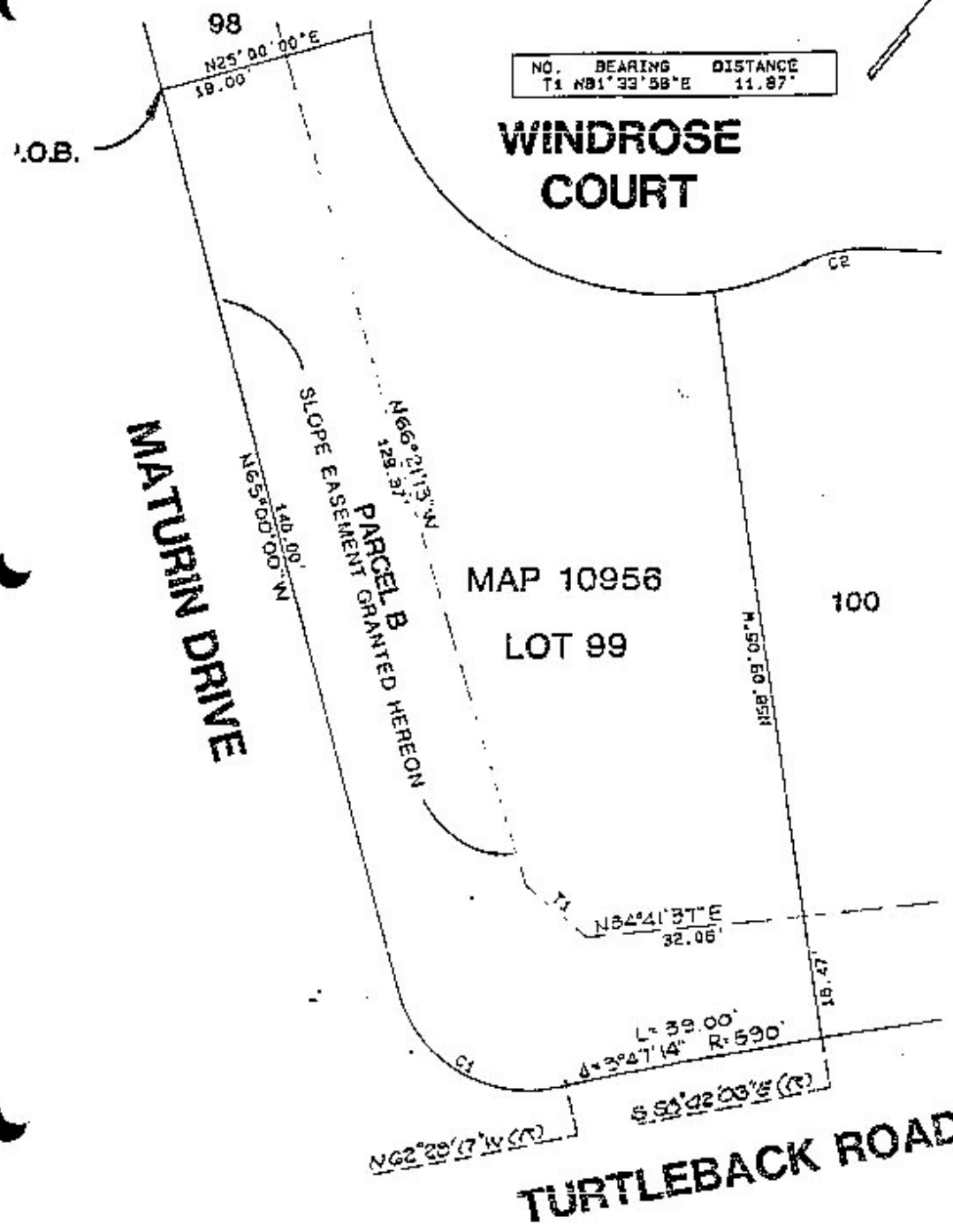
**BEGINNING AT THE WESTERLY MOST CORNER OF SAID LOT 99, SAID POINT BEING ON A PORTION ()F THE NORTHERLY RIGHT OF WAY LINE OF RATURIN DRIVE; THENCE ALONG THE NORTHWESTERLY LINE OF SAID LOT**

- 1. NORTH 25D00'00" EAST 19.00 FEET; THENCE LEAVING SAID LOT LINE**
- 2. SOUTH 66D21'13" EAST 129.37 FEET; THENCE**
- 3. NORTH 81D33'58" EAST 11.87 FEET; THENCE**
- 4. NORTH 34D41'37" EAST 32.06 FEET; TO THE NORTHEASTERLY LINE OF SAID LOT; THENCE ALONG SAID LOT LINE**
- 5. SOUTH 58D 09' 05" EAST 18.47 FEET; TO A POINT OF INTERSECTION WITH A 590 FOOT RADIUS CURVE, CONCAVE EASTERLY, SAID POINT HAVING A RADIAL BEARING OF SOUTH 58D 42' 03" EAST, SAID POINT BEING ON THE NORTHERLY RIGHT OF WAY LINE AND ALONG SAID RIGHT OF WAY LINE AND ALONG SAID CURVE**
  
- 6. SOUTHERLY 39.00 FEET; THROUGH A CENTRAL ANGLE OF 3D 47' 14", TO A POINT OF REVERSE CURVATURE, SAID POINT HAVING A RADIAL BEARING OF NORTH 62D 29' 17" WEST; THENCE ALONG A 20 FOOT RADIUS CURVE, CONCAVE NORTHERLY AND CONTINUING ALONG SAID RIGHT OF WAY**
  
- 7. SOUTHWESTERLY 30.54 FEET; THROUGH A CENTRAL ANGLE OF 82D 29' 17", TO A PORTION OF THE NORTHERLY RIGHT OF WAY LINE OF MATURIN DRIVE; THENCE ALONG SAID RIGHT OF WAY LINE**
  
- 8. NORTH 65D 00' 00" WEST 140.00 FEET; TO THE POINT OF BEGINNING.**



NO.	DELTA	RADIUS	LENGTH
C1	87°29'17"	20.00'	30.54'
C2	28°33'44"	20.00'	10.09'

NO.	BEARING	DISTANCE
T1	N81°33'58"E	11.87'



**WINDROSE COURT**

**MATURIN DRIVE**

MAP 10956  
LOT 99

100

**TURTLEBACK ROAD**

SLOPE EASEMENT GRANTED HEREON  
PARCEL B

P.O.B.

N62°28'17"W (7)

S55°42'00"E (7)

N84°41'37"E  
32.06'

L=39.00'  
Δ=3°27'14" R=590'

98  
N25°00'00"E  
19.00'

N65°00'00"W  
140.00'

N65°21'15"W  
129.97'

N45°50'00"E  
100.00'

18.47'



WHEN RECORDED RETURN TO:

DETISCH, CHRISTENSEN & WOOD  
ATTORNEYS AT LAW  
444 West "C" Street, Suite 404  
San Diego, California 92101

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
(CIVIL CODE SECTION 1468)

This Declaration of Covenants, Conditions and Restrictions is made this day of November, 1984 by RANCHO BERNARDO DEVELOPMENT COMPANY, A California joint venture, (hereinafter "Declarant"), the owner of that real property located in the City and County of San Diego, State of California known as Lots ("Lots") 58 through 88, inclusive of High Country West Resubdivision, according to Map thereof No. 10956 (hereinafter "Map"), as recorded in the Office of the County Recorder of San Diego, City of San Diego, State of California, (hereinafter collectively referred to as the "Real Property")

WHEREAS, Declarant intends to sell the Real Property; and

WHEREAS, it is the desire and intention of Declarant to restrict the Real Property according to a common plan as to use, landscaping, maintenance, vegetation and drainage; and

WHEREAS, it is the desire and intention of Declarant that all the Real Property shall be Benefitted and Burdened in accordance with the terms of this Declaration and each successive owner of all or part of said Real Property shall be benefitted by the preservation of value and the character of said Real Property.

NOW, THEREFORE, Declarant does declare as follows:

1. EASEMENT OVER BURDENED PROPERTY GRANTED TO  
BENEFITTED PROPERTY.

Declarant, for itself and for its successors, heirs, and assigns, hereby grants to each owner of a Lot within the Benefitted Property an Exclusive Use Easement over the corresponding portion of

the Lot within the Burdened Property as shown in the attached Exhibit "A", which Exhibit "A" is incorporated herein by reference. The Exclusive Use Easement granted herein shall be for the purpose of maintenance, construction, landscaping, and repair of fences, decks, patios (provided, however, in no event shall said patios be covered) irrigation lines and for drainage pipes and appurtenances. The Declarant reserves unto each owner of each Lot now burdened by this Declaration, the right to enter upon the the Burdened Property for the purposes of generally maintaining, repairing, and painting the walls of the structures located adjacent to the Burdened Property. Said entry may be at all reasonable times and without further consent of the owner or owners of the Benefitted Property, or any of them.

2. PERMITS AND CONSENT OF THE CITY.

Each owner of an Easement granted in Paragraph 1 of this Declaration shall obtain the express written consent of the City of San Diego Planning Department prior to making any improvements within the Burdened Property, which in way differ from those improvements constructed by the Declarant upon the original sale of the Lots which are the subject of this Declaration. Each of the persons or entities purchasing or acquiring title to the Real Property or any portion thereof acknowledge that the Real Property has been developed as a Planned Residential Development and any and all modifications from the original development plan installed by the Declarant shall be approved by the City of San Diego and the Veterans Administration (in the event of subject property has been insured by the VA) prior to construction. In addition to the approval of the City Planning Department, all other necessary permits shall be obtained by all owners before construction is commenced for the improvement of the Burdened Property.

3. ALTERATION OF DRAINAGE PATTERNS.

In no event shall all owners of an Easement described in Paragraph 1 of this Declaration alter the drainage patterns established by the Declarant herein. Further, Declarant reserves the unto each owner of the Burdened Property the right and privilege to to conduct. drainage through the Burdened Property. In the event any of the owners of the Benefitted Lots, in any way, alter the drainage pattern over the Burdened Property to the detriment of the owner of the Burdened Property the Burdened Property owner may take such steps that are necessary to reestablish the original drainage pattern so as to prevent damage or inconvenience caused by the alteration of the drainage pattern at the expense ~f the owner so altering the drainage pattern.

4 COVENANTS RUNNING WITH LAND.

These covenants are to run with the land and shall be binding on the present and future owners of the Real Property for a period of Seventy-five (75) years from the date these covenants are recorded. after which time said covenants shall be automatically extended for periods of Ten (10) years, unless an instrument signed by all of you the owners of the Benefitted and Burdened properties has been recorded, agreeing to change and or revoke these covenants in whole or in part. Further, said revocation and change must be approved by the city of San Diego and the VA. so long as it insures a loan.

5 ENFORCEMENT.

Enforcement of these covenants, conditions, and restrictions shall be by proceedings at law or in equity against the person or persons violating or attempting to violate any covenant either to restrain violation and/or to recover damages.

6 INVALIDATION.

In the event any of these covenants is determined to be invalid by a judgment or court order that provision shall be severed from the balance of this Declaration but shall in no way affect the other provisions which shall remain in full force and effect.

7. ATTORNEYS' FEES.

In the event legal proceedings are instituted to enforce or interpret the terms of these covenants, conditions, and restrictions, the prevailing party shall be entitled to reasonable attorneys' fees and costs of court, including expert witness fees, if any.

8. INTENT TO CONFORM WITH CIVIL CODE SECTION 1468.

It is the intent of the Declarant that these covenants, conditions, and restrictions comply with the terms with Section 1468 of the Civil Code of the State of California and shall be binding upon the heirs, successors, and assigns of the Burdened Property and shall benefit the heirs, successors, and assigns of the Benefitted Property.

9 PROTECTION OF FIRST MORTGAGEES.

A breach of the covenants contained in this Declaration shall not affect or impair the lien or charge of any bonafide mortgage or deed of trust made in good faith and for value on any of the

Burdened Property subject to these restrictions. provided, however, that any subsequent owner of such property shall be bound by said covenants whether such owner's title was acquired by foreclosure or deed in lieu of foreclosure or in a trustee sale, or otherwise. A lender that acquires title by foreclosure or deed in lieu of foreclosure or trustee's sale shall not be obligated to cure any breach of the covenants which occur prior to such acquisition of title but shall be bound prospectively by said covenants.

10. BENEFIT OF DECLARATION.

All of said easements, restrictions, reservations, provisions, covenants and conditions are for the benefit of each owner, and shall inure to and pass with each lot, and shall apply to and bind the successors in interest and assigns of Declarant. Each grantee of any lot, by acceptance of a deed thereto, accepts same subject to all of such easements, restrictions, reservations, provisions, covenants and conditions.

11. ASSIGNMENT OF POWERS.

Any of the rights and powers of Declarant herein contained may be delegated, transferred, assigned, or conveyed to any person, corporation or association; and, wherever Declarant is herein referred to, such reference shall be deemed to include Declarant's successors in interest and assigns.

12. CONSTRUCTIVE NOTICE AND ACCEPTANCE.

Every person who now or hereafter owns or acquired any rights, title or interest in or to any Lot is and shall be conclusively deemed to have consented and agreed to every provision of this Declaration.

13. HEADINGS.

Article and section headings, where used herein, are inserted for convenience only and are not intended to be a part of this Declaration or in any way to define, limit or describe the scope or intent of the particular provisions to which they refer.

IN WITNESS THEREOF, the Declarant has executed these covenants, conditions, and restrictions on the date here first above written.



EXHIBIT "A"

TABULATION OF BENEFITTED AND BURDENED PROPERTY  
WITHIN HIGH COUNTRY WEST UNIT NO.5 RESUBDIVISION,  
ACCORDING TO MAP THEREOF NO. 10956  
(HEREINAFTER "MAP") IN THE CITY OF SAN DIEGO.  
COUNTY OF SAN DIEGO, STATE OF CALIFORNIA

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<u>BURDENED PROPERTY</u>	<u>BENEFITTED PROPERTY</u>
NORTHEAST 4 FEET OF LOT 59, SAID NORTHEAST 4 FEET	LOT 58 OF MAP
NORTHEAST 4 FEET OF LOT 60, SAID NORTHEAST 4 FEET	LOT 59 OF MAP
NORTHEAST 4 FEET OF LOT 61, SAID NORTHEAST 4 FEET	LOT 60 OF MAP
NORTHEAST 4 FEET OF LOT 62, SAID NORTHEAST 4 FEET	LOT 61 OF MAP
NORTHEAST 4 FEET OF LOT 63, SAID NORTHEAST 4 FEET	LOT 62 OF MAP
NORTHEAST 4 FEET OF LOT 64, SAID NORTHEAST 4 FEET	LOT 63 OF MAP
NORTHEAST 4 FEET OF LOT 65, SAID NORTHEAST 4 FEET	LOT 64 OF MAP
NORTHEAST 3.90 FEET OF LOT 66, SAID NORTHEAST 3.90 FEET	LOT 65 OF MAP
NOR. THEAST 4 FEET OF LOT 67, SAID NORTHEAST 4 FEET	LOT 66 OF MAP
NORTHEAST 4 FEET OF LOT 68, SAID NORTHEAST 4 FEET	LOT 67 OF MAP
NORTHEAST 4 FEET OF LOT 69, SAID NORTHEAST 4 FEET	LOT 68 OF MAP
NORTHEAST 4 FEET OF LOT 70, SAID NORTHEAST 4 FEET	LOT 69 OF MAP
NORTHEAST 4 FEET OF LOT 71, SAID NORTHEAST 4 FEET	LOT 70 OF MAP
NORTHEAST 4 FEET OF LOT 72, SAID NORTHEAST 4 FEET	LOT 73 OF MAP

EXHIBIT "A" CONTINUED

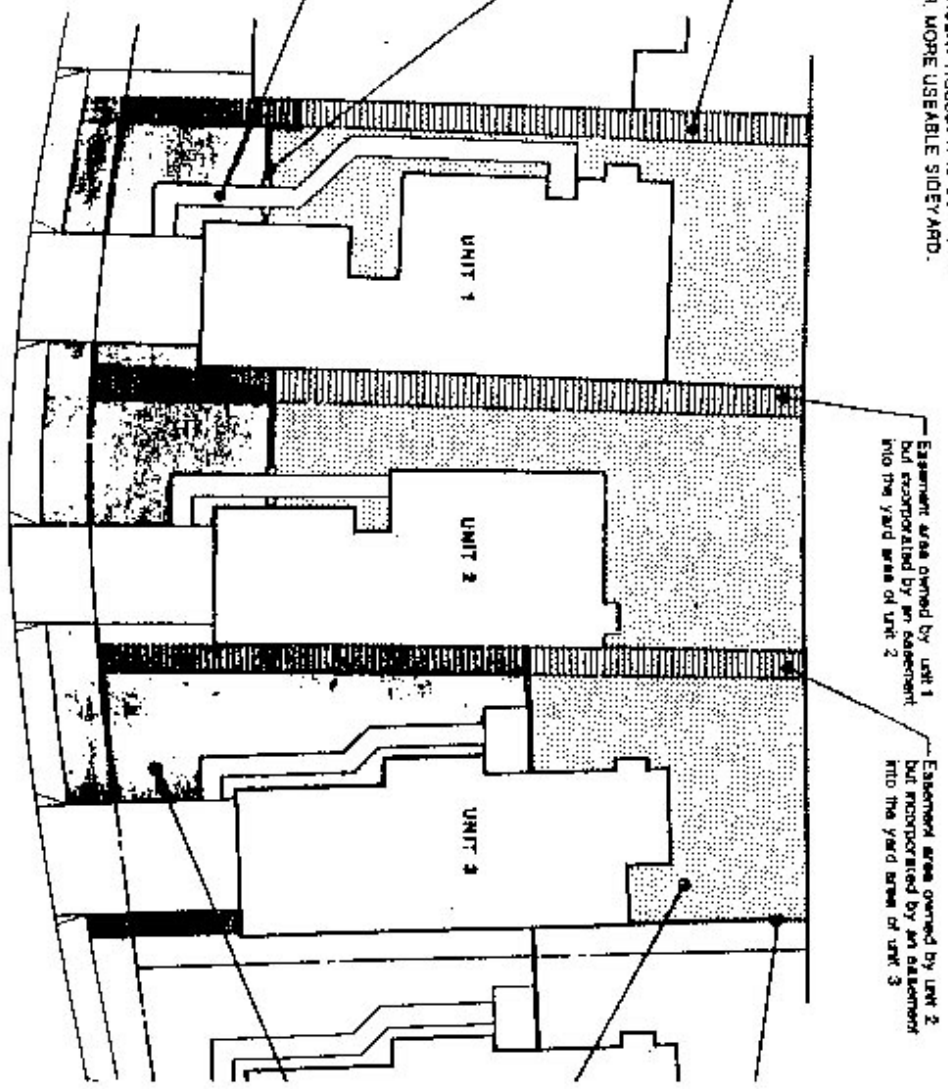
<u>BURDENED PROPERTY</u>	<u>BENEFITTED PROPERTY</u>
NORTHEAST 4 FEET OF LOT 73, SAID NORTHEAST 4 FEET	LOT 74 OF MAP
NORTHEAST 4 FEET OF LOT 76, SAID NORTHEAST 4 FEET	LOT 77 OF MAP
NORTHEAST 4 FEET OF LOT 77, SAID NORTHEAST 4 FEET	LOT 78 OF MAP
NORTHEAST 4 FEET OF LOT 78, SAID NORTHEAST 4 FEET	LOT 79 OF MAP
NORTHEAST 4 FEET OF LOT 79, SAID NORTHEAST 4 FEET	LOT 80 OF MAP
NORTHEAST 4 FEET OF LOT 80, SAID NORTHEAST 4 FEET	LOT 81 OF MAP
NORTHEAST 4 FEET OF LOT 81, SAID NORTHEAST 4 FEET	LOT 82 OF MAP
NORTHEAST 4 FEET OF LOT 82, SAID NORTHEAST 4 FEET	LOT 83 OF MAP
NORTHEAST 4 FEET OF LOT 83, SAID NORTHEAST 4 FEET	LOT 84 OF MAP
NORTHEAST 4 FEET OF LOT 84, SAID NORTHEAST 4 FEET	LOT 85 OF MAP
NORTHEAST 4 FEET OF LOT 87, SAID NORTHEAST 4 FEET	LOT 86 OF MAP
NORTHEAST 4 FEET OF LOT 88, SAID NORTHEAST 4 FEET	LOT 87 OF MAP

**THE WINDROSE CONCEPT**  
 EACH WINDROSE HOME IS OWNED ENTIRELY BY THE HOMEOWNER. EACH SIDEYARD HOWEVER, ON EACH HOUSE, HAS BEEN RESERVED FOR THE USE OF THE HOMEOWNER OF THE ADJACENT HOUSE. THIS CONCEPT PROVIDES EACH HOME WITH ONE LARGER, MORE USEABLE SIDEYARD INSTEAD OF TWO NARROW YARD AREAS.

**EASEMENT AREA**  
 The 4' wide area is owned by the adjacent lot in fee, however an easement has been placed over it so that the homeowner may landscape it and use it to provide one usable alleyway instead of two narrow yard areas.

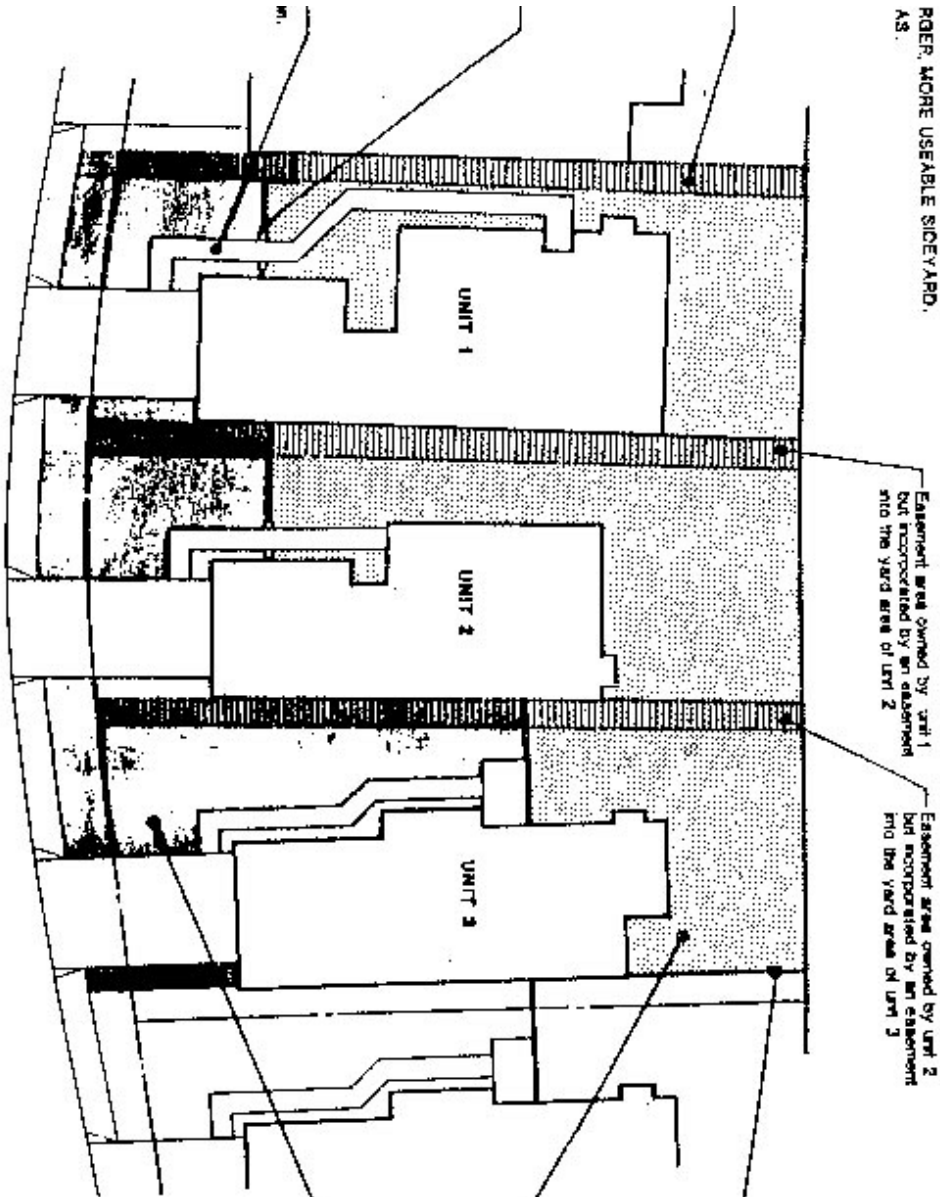
**GARDEN WALL AND GATE**  
 This wall provides an attractive end to the garden and allows entry to the rear garden area. Walls vary in size and location.

**FRONT WALKWAYS**  
 Walkways vary in size, shape, and location.



WINDROSE

PREVIOUS BY THE HOMEOWNER.  
 HOUSE HAS BEEN RESERVED FOR  
 ADJACENT HOUSE. THIS CONCERN  
 REAR, MORE USEABLE SIDEYARD,  
 AS.



Easement area owned by unit 1  
 but incorporated by an easement  
 into the yard area of unit 2

Easement area owned by unit 2  
 but incorporated by an easement  
 into the yard area of unit 3

**REAR YARD FENCING**  
 Standard privacy fencing as provided for  
 each home.

**REAR YARD**  
 The unfenced use area is owned by  
 the homeowner.

**FRONT YARD AREA**  
 Each front yard will be landscaped and  
 irrigated. Maintenance is the responsibility  
 of the homeowner.

**The WINDROSE**