If this document contains any restriction based on race, color, religion, sex, familial status, marital status, disability, national origin, or ancestry, that restriction violates State and Federal Fair Housing Laws and is void. Any person holding an interest in this property may request that the county recorder remove the restrictive covenant language pursuant to subdivision (c) of Section 12956.1 of the Government Code.

(2)

WHEN RECORDED, MAIL TO:
Windsor Developers
1333 Camino Del Rio South
Suite #308
San Diego, Ca. 92108
Attention: Seymour Ostrow

WESTLAND TITLE COMPANY
HEREBY CERTIFIES THIS TO BE A TR
AND CORRECT COPY OF THAT CERTA
DOCUMENT RECORDED 9-29-81
as File No. 81-308690
Patricia A. Burrington
AUTHORIZED SIGNATOR

2754-S

SUNFLOWER

CONDOMINIUM PROJECT

DECLARATION OF RESTRICTIONS

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Recording Requested by:

When Recorded Mail to:

Windsor Developers
1333 Camino Del Rio South
Suite 308
San Diego, Ca. 92108

Attention: Seymour Ostrow

WESTLAND TITLE COMPANY
HEREBY CERTIFIES THIS TO BE A TRUE AND CORRECT COPY OF THAT CERTAIN DOCUMENT RECORDED 9-29-81
as File No. 81-308690
Patricia A. Berrington
AUTHORIZED SIGNATOR

Space Above For Recorder's Use

DECLARATION OF RESTRICTIONS

THIS DECLARATION OF RESTRICTIONS, made and executed by 4383 KANSAS STREET PARTNERSHIP, a Limited Partnership herein collectively referred to as "Declarant,"

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

WHEREAS, Declarant is the owner of the property described as:

> Lots 3 and 4, Block 110 of UNIVERSITY HEIGHTS, in the City of San Diego, County of San Diego, State of California, according to Amended Map thereof made by G.A. d'Hemecourt in Book 8, Page 36 of Lis Pendens and filed in the Office of the County Recorder of San Diego County.

WHEREAS, Declarant has caused to be recorded a Condominium Plan (as such term is defined in California Civil Code Section 1351) affecting said property.

WHEREAS, Declarant is about to sell and convey condominiums and Declarant desires and intends to hereby subject the same, pursuant to California Civil Code Section 1355, to certain limitations, restrictions, conditions and covenants herein set forth.

NOW, THEREFORE, by this Declaration of Restrictions, Declarant hereby certifies and declares that it has established, and does hereby establish, protective limitations, restrictions, conditions and covenants upon said property, subject to which each and every condominium shall be conveyed by Declarant and thereafter held, leased, encumbered, sold and/or conveyed by each and every successor in interest of Declarant.

ARTICLE 1 - Definitions

1.1 Each of the following words and phrases shall, in this instrument, have the respective meaning shown below, unless a contrary meaning shall, by the context, be evident:

1.1.1 "Articles" shall mean the Articles of Incorporation of the Association and any amendments to said Articles.

1.1.2 "Association" shall mean the Sunflower Owners' Association, Inc., a California nonprofit mutual benefit corporation, formed and maintained pursuant to the California Nonprofit Mutual Benefit Corporation Law (California Corporations Code Sections 7110 et seq.), composed of the Owners as defined hereinbelow.

1.1.3 "Board of Directors" shall mean the Board of Directors of the Association.

1.1.4 "Bylaws" shall mean the Bylaws of the Association and any amendments to said Bylaws.

1.1.5 "Common Area" shall mean Common Area as the same is defined in the Plan as defined hereinbelow.

1.1.6 "Condominium" shall mean an estate in the Project, as defined hereinbelow and in California Civil Code Section 783.

1.1.7 "Declaration" shall mean this instrument as the same may be amended pursuant to the Article entitled "Amendment."

1.1.8 "Member" shall mean an Owner(s), as defined hereinbelow, entitled to membership in the Association. Membership shall be appurtenant to and may not be separated from ownership of a Condominium.

1.1.9 "Mortgagee" shall mean the mortgagee under any real property mortgage or beneficiary under any deed of trust given for value, which mortgage or deed of trust encumbers any Condominium.

1.1.10 "Owner" shall mean the person(s) who hold(s) record title to any Condominium, and shall include Declarant as long as Declarant holds title to a Condominium. Notwithstanding the foregoing, if a Condominium is sold under a land sale contract, the contract vendee shall be deemed to be the "Owner" of such Condominium under this Declaration.

1.1.11 "Plan" shall mean that certain Condominium Plan recorded Sept. 29, 1981, File/Page No. 81-308689 Official Records of San Diego County, California, being a Condominium Plan as the same is described in California Civil Code Section 1351, and any amendments to said Condominium Plan.

1.1.12 "Project" shall mean the land encompassed by the Plan, including all structures situated thereon.

1.1.13 "Unit" shall mean the elements of a Condominium which are not owned in common with the owners of other Condominiums; each Unit, and the boundaries thereof, are described in the Plan.

ARTICLE 2 - Use

2.1 Each Unit shall be improved, used and occupied only for private single-family dwelling purposes.

2.1.1 Each Owner shall have the exclusive right to (i) paint, repaint, tile, wax, paper or otherwise refinish and decorate the inner surfaces of the walls, ceilings, floors, doors and fences in or bounding such Owner's Unit and (ii) alter such Owner's Unit, provided such alteration shall not affect the Common Area, any other Unit or the structural portions of any building, wall or fence.

2.1.2 No shutter, screen, blind, curtain, drape, object, or window covering or appurtenance shall be constructed, permitted or maintained in or on any window or door without the express written consent of the Board of Directors.

2.2 No Unit shall be occupied or used for any purpose or in any manner which shall cause any structure in the Project to be uninsurable against loss by fire or the perils of the extended coverage endorsement to the California Standard Fire Policy form, or cause any policy or policies representing such insurance to be cancelled or suspended or the company issuing the same to refuse renewal thereof.

2.3 No Unit shall be used in such manner as to interfere with the enjoyment of occupants of other Units or to annoy them by unreasonable noises or otherwise; nor shall any nuisance, or illegal activity, be committed in, or be permitted to occur in, any Unit. No noxious or offensive activity shall be carried on in the Common Area, nor shall anything be done therein which may be or become an annoyance or nuisance to the Owners.

2.4 No pet(s) or other animal(s) may be raised or kept anywhere in or on the Project, except as permitted by regulations adopted by the Board of Directors.

2.5 Any Owner desiring to lease or rent its Condominium shall deliver to the Board of Directors (i) a written notice expressing such intention and (ii) a copy of the proposed lease or rental agreement at least 14 days prior to the date such lease or rental agreement is to become effective or binding upon the parties thereto. All leases and rental agreements of Condominiums within the Project shall (i) be in writing, (ii) provide that the terms thereof are subject to the provisions of this Declaration, the Articles, the Bylaws and the regulations, if any, adopted by the Board of Directors relating to the use of and activity in the Common Area and (iii) provide that any failure by the tenant thereunder to comply with the terms of said documents shall constitute a default under such lease or rental agreement, No Owner shall lease less than the entire Condominium. No Owner shall lease or rent its Condominium for a term of less than 30 days, except an Owner who is a lender in possession of a Condominium following (i) a default in a first mortgage, (ii) a foreclosure proceeding or (iii) any deed or other arrangement in lieu of foreclosure. Other than the foregoing, there shall be no restriction on the right of any Owner to lease its Condominium.

2.6 The Owner of each Unit, in connection with its enjoyment thereof, shall receive, and be entitled to the use of, water which is supplied to all of the Units in the Project through a common meter by The City of San Diego Water and Sewer Services Department; provided, however, that said right and entitlement of each Owner shall be subject to such Owner reasonably receiving and using such water for domestic purposes only. The Directors shall have the right and power, at any time, to cause said water to be separately metered to each of the Units or only to some of them.

2.7 The Common Area, except buildings, shall be improved and used only for (i) vehicular parking, (ii) vehicular and pedestrian movement within the Project, including access to the Units, (iii) recreational use by the Owners and occupants of Units and their guests, subject to regulations adopted by the Board of Directors, and (iv) beautification of the Project and providing privacy to the residents thereof through landscaping and such other means as the Board of Directors shall deem appropriate. Notwithstanding the foregoing provisions of this Paragraph, no (i) pickup truck having a gross vehicle weight in excess of 10,000 pounds, (ii) tractor, (iii) truck "cab," (iv) bus, (v) dune buggy, (vi) boat, (vii) trailer, (viii) recreational vehicle, (ix) mobile home, (x) motor home, or (xi) camper shell (detached from a vehicle or otherwise not mounted upon a vehicle) shall be parked or stored anywhere on the Project except in a "garage" (as defined in the Plan); however, the Board of Directors may give written authorization to any Owner permitting temporary parking of any such equipment or vehicle owned by such Owner in the Common Area or in any "parking space" (as defined in the Plan) individually owned by such Owner. If any portion of the Common Area encroaches on any Unit or any Unit encroaches on the Common Area, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. A nonexclusive easement for ingress, egress and support throughout the Common Area is and shall be appurtenant to each Unit, and the Common Area is and shall be subject to such easement.

2.8 Nothing shall be done in any Unit or in, on or to the Common Area which would impair the structural integrity of any building or which would structurally change any building except as is otherwise provided herein. No drilling or mining operations of any kind shall be permitted upon or in any Unit or the Common Area. All equipment, garbage cans and other containers shall be kept screened and concealed from view from neighboring Units, streets and the Common Area. All rubbish, trash and garbage shall be regularly removed from each Unit and shall not be allowed to accumulate thereon or on the adjacent Common Area. No wearing apparel, garments, linens, towels, laundry or the like shall be kept or maintained on a terrace, patio or balcony, if any, of a Unit, nor shall equipment be kept or maintained thereon or therein. No Owner shall cause its terrace, patio or balcony, if any, to be enclosed without the prior written consent of the Board of Directors. The Board of Directors shall have the right and power to adopt reasonable rules and regulations relating to the type(s) and kind(s) of fixtures, personal property or other objects which may be kept or maintained upon a terrace, patio or balcony of a Unit (and/or the manner in which any of the same may be kept or maintained on a terrace, patio or balcony if permitted to be kept or maintained thereon by such rules and regulations).

2.9 No activity shall be carried on in the Common Area which shall be contrary to the regulations of the Board of Directors relating to use of and activity in the Common Area.

2.10 No Owner of a Unit shall make any alteration or improvement to the Common Area or remove any planting, structure, furnishing or other object therefrom, except with the written consent of the Board of Directors.

2.11 The Owner of each Unit shall be liable to the Association for all damages to the Common Area or to any improvements thereon or thereto (including but not limited to, buildings, recreational facilities and landscaping) or to any wall or fence adjacent to the Common Area caused by such Owner, its guests or any occupant of such Owner's Unit.

2.12 The Owner of a Unit damaged or destroyed by fire or other calamity shall, unless partition shall be undertaken pursuant to the Article entitled "Partition and Severance," cause the interior of such Unit to be repaired or restored at the expense of the Owner. This obligation shall not extend to the installation of furniture and the like, but is for the purpose of preventing unsightliness with respect to such damaged Unit and any resultant health or safety problems to other Owners within the Project and the community. Nothing herein shall be construed, in any manner whatsoever, to alter or modify the obligation of the Association to repair or restore under the Article entitled "Destruction; Insurance."

2.13 No sign of any nature shall be displayed or posted by an Owner in the Common Area. Further, no sign of any nature shall be displayed by an Owner to the public view on or from such Owner's Unit without the prior written approval of the Board of Directors as to (i) the size, shape, color and content thereof and (ii) the location on the Unit proposed by such Owner for the display thereof, except that such approval shall not be necessary in connection with the display of any sign of reasonable dimensions located on or in such Owner's Unit notifying the public that said Unit is "for rent" or "for sale"; provided, however, that any Owner displaying a "for rent" or "for sale" sign shall, in good faith and using its reasonable best efforts, endeavor to effect the rental or sale of its Unit, as the case may be. Notwithstanding the foregoing, Declarant may display or post any signs, flags, poles or other objects in the Common Area or in any Units owned by it which Declarant in its sole discretion deems appropriate in connection with its sale or leasing of Condominiums within the Project until Declarant has conveyed the last Condominium within the Project. Anything in the Article entitled "Amendment" to the contrary notwithstanding, this Paragraph shall not be amended, modified or rescinded prior to the conveyance by Declarant of the last Condominium within the Project without the (i) prior written consent of Declarant and (ii) recording of said written consent in the Office of the County Recorder of San Diego County, California.

2.14 No radio or television antenna, or radio transmitter tower or facility of any kind shall be constructed, erected or otherwise placed in the Common Area, excepting therefrom (i) one or more master television antenna(e) which may be erected thereon by Declarant or the Association and thereafter maintained or (ii) any facility for cable television which may be contracted for in accordance with an agreement entered into between the Association and a cable television company, provided such cable television services will be made available to each and every Unit in the Project.

2.15 Anything in the preceding Paragraphs of this Article to the contrary notwithstanding, Declarant (and any successor in interest of Declarant) may use any Units owned by it, not exceeding at any one time two in number, for the purpose of maintaining a sales office, a construction office and/or a sales model(s). Such use shall be made of said Units only during reasonable hours and such use shall terminate after Declarant has conveyed the last Condominium within the Project. Anything in the Article entitled "Amendment" to the contrary notwithstanding, this Paragraph shall not be amended, modified or rescinded prior to the conveyance by Declarant of the last Condominium within the Project without the (i) prior written consent of Declarant and (ii) recording of said written consent in the Office of the County Recorder of San Diego County, California.

ARTICLE 3 - Ownership of the Common Area And of Beneficial Interest in Common Personalty

3.1 The Common Area is and shall be owned by the Owners as tenants in common in equal fractional undivided interests as shown in Declarant's deed to each Owner. Any transfer or conveyance (by operation of law or otherwise) of a Unit shall be presumed to transfer or convey the entire Condominium, including but not limited to, the interest of the Owner of such Unit in and to the Common Area.

3.2 No Owner shall possess any property right or interest in or to any personal property owned by the Association.

ARTICLE 4 - Partition and Severance

4.1 Except as set forth in the following Paragraphs, the Common Area shall remain undivided, and there shall be no judicial partition thereof. Nothing herein shall be deemed to prevent partition of a cotenancy in a Condominium.

4.2 An action may be brought by any Owner for partition of the Project by sale of the entire Project, as if the Owners of all of the Condominiums in the Project were tenants in common in the entire Project in the same proportion as their interests in the Common Area; provided, however, that partition shall be made only upon the showing that (i) three years after damage or destruction to the Project which renders a material part thereof unfit for its use prior thereto, the Project has not been rebuilt or repaired substantially to its state prior to its damage or destruction, (ii) three-fourths or more of the Project has been destroyed or substantially damaged (or that three-fourths or more of the Units has been rendered unfit for use prior thereto), and that Owners holding in the aggregate more than a 50% interest in the Common Area are opposed to repair or a restoration of the Project, (iii) the Project has been in existence in excess of 50 years, that it is obsolete and uneconomic, and that Owners holding in the aggregate more than a 50% interest in the Common Area are opposed to repair or restoration of the Project or (iv) any of the conditions as specified in Section 1354 of the California Civil Code have been fulfilled. Any proceeds from such sale of the entire Project in the event of a partition as herein provided shall, notwithstanding anything contained herein to the contrary, be equitably distributed among the Owners (and their Mortgagees as their respective interests may appear) so that each Owner (and its Mortgagees as their interests may appear) shall be entitled to a portion of such proceeds based upon the proportion that the fair market value of such Owner's Condominium (determined by a real estate appraiser, selected by the Board of Directors, who has been awarded the professional designation of Member Appraisal Institute) bears to the aggregate of the fair market value of all Condominiums within the Project (similarly determined).

4.3 No Owner(s) shall voluntarily or involuntarily sever, one from the other(s), any of the component interests which comprise his, her or their Condominium. The restriction set forth in this Paragraph shall not extend beyond the period in which the right to partition is suspended.

4.4 Except as provided by statute in case of condemnation or substantial loss to the Units and/or the Common Area, neither the Owners nor the Association shall, by act or omission, without the prior written consent of at least two-thirds of all first Mortgagees (based upon one vote for each first mortgage or deed of trust owned), be entitled to:

(i) Abandon or terminate the condominium character of the Project;

(ii) Change the pro rata interest or obligations of any individual Condominium for the purpose of levying assessments or charges, or allocating distributions of hazard insurance proceeds or condemnation awards, or determining the pro rata share of ownership of the Common Area which is to be appurtenant to and part of each Condominium;

(iii) Partition or subdivide any Condominium;

(iv) Abandon, partition, subdivide, encumber, sell or transfer the Common Area; or

(v) Use hazard insurance proceeds for losses to any Condominium property (whether to Units or to the Common Area) for other than the repair, replacement or reconstruction of such Condominium property.

ARTICLE 5 - The Association

5.1 The Association is, effective upon the recordation hereof, the "management body" to provide for the management, control, maintenance, architectural control and preservation of the Common Area, all as more specifically set forth in this Declaration, the Articles, the Bylaws and the regulations from time to time adopted by the Board of Directors.

5.2 Each Owner shall be and become a Member of the Association contemporaneously with its acquisition of a Condominium (whether such acquisition occurs by (i) conveyance of a Condominium by Declarant, (ii) voluntary transfer, assignment or conveyance of a Condominium, (iii) involuntary transfer of a Condominium, including without limitation by reason of the death of an Owner, or (iv) foreclosure [by trustee's power of sale or by judicial process] of a deed of trust or other lien on a Condominium) without necessity of documentation or other action, of any kind, by any person. The Board of Directors may require that any person acquiring a Condominium notify the Association in writing of such acquisition so as to facilitate accurate record keeping of the membership. Where two or more persons hold, as joint tenants or otherwise, a Condominium, they shall constitute a single Member.

5.3 A Board of Directors, consisting initially of three persons, shall possess and be vested with the rights, powers and duties set forth in this Declaration, the Articles and the Bylaws.

5.4 The agents, employees and independent contractors of the Association shall have a nonexclusive easement to enter any Unit in the Project for the purpose of performing or satisfying the duties and obligations of the Association hereunder, provided that such entry shall occur (i) at a reasonable hour and (ii) after reasonable notice has been given to the Owner of such Unit. In the event that there is an emergency and no one is in the Unit at the time of such emergency, the agents, employees and independent contractors of the Association may enter such Unit immediately and without notice for the sole purpose of taking such action as is necessary under the circumstances.

5.5 In addition to all other rights, powers and duties possessed by and vested in the Board of Directors under this Declaration, the Articles and the Bylaws, the Board of Directors shall possess and be vested with the right and power to levy a reasonable fine(s), in such amount(s) as determined by the Board of Directors in their sole discretion, against an Owner for any breach of any of the (i) limitations, restrictions, conditions or covenants set forth in this Declaration (other than a breach(es) by failure to pay an assessment(s)), (ii) provisions of the Articles or the Bylaws of the Association or (iii) rules and regulations adopted by or established by the Board of Directors pursuant to this Declaration, the Articles or the Bylaws. Any such fine(s) levied against an Owner, the costs incurred by the Association in the preparation and recording of the below-described notice of lien and reasonable attorneys' fees in the event enforcement is commenced shall be and become a lien upon the Condominium of such Owner when the Board of Directors cause to be recorded with the County Recorder of San Diego, California, a notice of lien, which shall state the amount of such fine and the aforesaid costs and attorneys' fees, a description of the Condominium against which the lien has been recorded and the name of the record Owner of said Condominium. Upon payment of said fine(s), costs and attorneys' fees, or other satisfaction thereof, the Board of Directors shall cause to be recorded a further notice stating the satisfaction and the release of the lien thereof. Such lien may be enforced by sale of the Condominium by the Board of Directors or other person authorized by the Board of Directors to conduct the same, after failure of the Owner to pay such fine(s), costs and attorneys' fees; such sale to be conducted in accordance with the provisions of California Civil Code Sections 2924, 2924b and 2924c, applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner permitted by law. The Association shall have the right to (i) bid at any foreclosure sale of a Condominium, (ii) a credit, in any such bidding, in the amount of the aggregate of the unpaid fine(s), costs and attorneys' fees and (iii) own, hold, lease, mortgage and convey said Condominium in the name of the Association. Any imposition of a fine(s) must be done in good faith and in a fair and reasonable manner. The Member must be given 15 days' prior notice of the imposition of a fine(s). Notice must set forth reasons for the imposition of a fine(s) and may be given by any method reasonably calculated to provide actual notice. Any notice given by mail must be given by first-class or registered mail sent to the last address of the Member shown on the Association's records. The Member must be provided an opportunity to be heard, orally or in writing, not less than five days before the effective date of the imposition of fine(s) by a properly convened meeting of the Board of Directors. Any such breach which is not remedied in the calendar month in which a fine is levied against an Owner by reason thereof shall, until fully remedied, be deemed to constitute a new breach in each succeeding calendar month for which the Board of Directors may in each such calendar month levy a new fine pursuant to this Paragraph.

ARTICLE 6 - Assessments

6.1 Pursuant to California Civil Code Sections 1355(e)(1) and 1356, the Board of Directors has and shall have the right and power to make from time to time reasonable assessments upon the Owners to meet anticipated authorized expenditures (which shall include the establishment of an adequate reserve fund for maintenance, repair and replacement of facilities and improvements in and to the Common Area) of the Association, and to change from time to time the amount, installments and/or frequency of payment of assessments. No increase or decrease in the amount of such reasonable assessments for anticipated authorized expenditures of the Association in any one fiscal year of the Association which exceeds 20% of the regular assessment for the immediately preceding fiscal year may be made without the approval of (i) the Owners entitled to exercise a majority of the total voting power in each voting class or by written ballot of such Owners as provided in the Bylaws or (ii) upon cessation of one of the two voting classes as a separate and distinct voting class, the Owners entitled to exercise a majority of the total voting power in the remaining voting class or by written ballot of such Owners excluding the vote or written ballot of Declarant as a Member of the remaining voting class. Each Owner shall be assessed separately for a share of such anticipated authorized expenditures, which share shall be a fraction of the total of such anticipated authorized expenditures equal to such Owner's fractional undivided interest in the Common Area. Separate written notices of the making of such assessment (including in such notice the amount thereof and the frequency of payment) shall be deposited into the United States mail, postage prepaid, addressed respectively to each Condominium, at least 60 days prior to the beginning of a fiscal year; such assessment shall be a debt of the Owner thereof at the time such assessment is made. The amount of any such assessment, together with any late charge incurred pursuant to this Article, costs and reasonable attorneys' fees in the event enforcement is commenced, shall be and become a lien upon any Condominium, the Owner of which is assessed, when the Board of Directors cause to be recorded with the County Recorder of San Diego County, California, a notice of assessment, which shall state the amount of such assessment and any late charge incurred, costs and attorneys' fees, a description of the Condominium upon which such assessment shall constitute a lien and the name of the record Owner thereof. Upon payment of said assessment and charges in connection with which such notice has been so recorded, or other satisfaction thereof, the Board of Directors shall cause to be recorded a further notice stating the satisfaction and the release of the lien thereof. Unless sooner satisfied and released or the enforcement thereof initiated as herein provided, such lien shall expire and be of no further force or effect one year from the date of recordation of said notice of assessment; provided, however, that said one-year period may be extended by the Board of Directors for not more than one additional year by recording a written extension thereof. Such lien may be enforced by sale of the Condominium by the Board of Directors or other person authorized by the Board of Directors to conduct the same, after failure of the Owner to pay such an assessment in accordance with its terms; such sale shall be conducted in accordance with the provisions of California Civil Code Sections 2924, 2924b and 2924c, applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner permitted by law. The Board of Directors on behalf of the Association shall have the right to (i) bid at any foreclosure sale of a Condominium, (ii) a credit, in any such bidding, in the amount of the aggregate of the unpaid assessment(s), said late charge and other said charges and (iii) hold, lease, mortgage and convey said Condominium in the name "The Board of Directors of Sunflower Owners' Association, Inc. under 'Declaration of Restrictions' recorded September 29, 1981, Official Records of San Diego County, California" (said recording reference being the recording data of this instrument).

6.1.1 Anything herein to the contrary notwithstanding, the Board of Directors may levy and collect special assessment(s) for capital improvements or other purposes in the same manner as regular assessments are levied and collected as described in Paragraph 6.1. Any such special assessments shall be levied upon the basis of the ratio of the square footage of the floor area of the Unit to be assessed to the total square footage of floor area of all Units to be assessed except in the case where the special assessment against a Member is a remedy utilized by the Board of Directors to reimburse the Association for costs incurred in bringing the Member into compliance with the provisions of the Articles, Bylaws or this Declaration. The amount of any such special assessment, together with any late charge incurred pursuant to this Article, costs and reasonable attorneys' fees in the event enforcement is commenced, shall be and become a lien upon any Condominium in the same manner as regular assessments become a lien. Provided, however, no such special assessment exceeding, in the aggregate, five percent of the budgeted gross expenses of the Association for the then current fiscal year of the Association may be levied without the approval of (i) the Owners entitled to exercise a majority of the total voting power in each voting class or by written ballot of such Owners as provided in Article 5 (which Article is entitled "Voting Rights") of the Bylaws of the Association or (ii) upon cessation of one of the two voting classes (described in said Article) as a separate and distinct voting class of Owners, the Owners entitled to exercise a majority of the total voting power in the remaining voting class or by written ballot of such Owners (described in said Article), excluding the vote or written ballot of Declarant as a Member of the remaining voting class; the provisions of the preceeding clause shall not apply (i) to a special assessment(s) for repair, or the like, described in the Article entitled "Destruction; Insurance" or (ii) in the case where the special assessment against a Member is a remedy utilized by the Board of Directors to reimburse the Association for costs incurred in bringing the Member into compliance with the provisions of the Articles, Bylaws or this Declaration.

6.1.2 In the event the Association does not receive an Owner's payment of the entire amount of a regular or special assessment imposed upon its Condominium pursuant to this Article within ten days after the due date thereof, a late charge by way of damages shall be immediately due and payable by such Owner. Each of the Owners recognizes and acknowledges that the late payment of assessments will cause the Association to incur additional costs and expenses in connection with its management, control, maintenance, architectural control and preservation of the Common Area. In the event of any such late payment, the Association shall be entitled to damages for the detriment caused thereby, but it is extremely difficult and impractical to ascertain the extent of such damages. Accordingly, each Owner shall pay to the Association a late charge equal to $15 for any late payment; provided, however, that the Board of Directors may, from time to time, reasonably increase the amount of such late charge in proportion to any increase in the amount of the assessments imposed upon the Owners pursuant to this Article. The Board of Directors shall advise the Owners in writing of any increase in such late charge not less than 30 days prior to the effective date of any such increase. The Association and each of the Owners agree that such late charge represents a fair and reasonable estimate of the costs and expenses which the Association will incur by reason of such late payment. Acceptance of any such late charge by the Association shall in no event constitute a waiver of such Owner's default with respect to the late payment (i.e., the overdue amount), nor prevent the Association from exercising any of its other rights and remedies hereunder or at law.

6.2 Until such time as the Board of Directors shall change the same pursuant to Paragraph 6.1, such assessments shall be due and payable monthly on the first day of each calendar month, commencing, as to all Condominiums in the Project, on the first day of the calendar month next following the first conveyance by Declarant of a Condominium. Declarant shall be absolutely liable for the monthly installment of assessment, and any special assessment, constituting a lien on any Condominium and accruing prior to the conveyance thereof by Declarant.

6.3 Anything in Paragraph 6.1 to the contrary notwithstanding if any tax is assessed upon the entire Project, or upon the Common Area only, a share thereof shall be included in the assessment upon each Owner which share shall be a fraction of such tax equal to such Owner's fractional undivided interest in the Common Area

6.4 The Association shall comply with the requirements of the Consumer Credit Protection Act (Public Law 90-321, 82 Stats. 164, et seq.), also known as the "Federal Truth-In-Lending Act," to the extent the same may be applicable.

6.5 Any provision in this Declaration providing for the exclusion of the vote of the Declarant in any matter to be determined, excepting those provisions pertaining to Sections 2792.4 and 2792.24 of Title 10 of the California Administrative Code, shall be applicable only if there has been a conversion of one of the two voting classes to the other voting class and only for so long as the Declarant holds or directly controls 25% or more of the voting power of the Association.

ARTICLE 7 - Destruction; Insurance

7.1 The Board of Directors shall keep, under one Association master policy, (i) all buildings and improvements in the Project and (ii) all personalty owned by the Association insured against loss by perils under a multi-peril policy(ies) of hazard insurance for the interest of all Owners. The amount of coverage of such insurance shall be not less than 100% of the insurable value (based on replacement cost) of said buildings and improvements and fair market value of personalty as determined annually by an insurance carrier selected by the Board of Directors. The name of the insured under each policy of such insurance shall be substantially "Sunflower Owners' Association, Inc. for use and benefit of individual owners," followed if desired by either the Association or the insurance carrier(s) by the designation of the Owners. Authority to adjust losses covered by the Association's policy shall be vested in the Board of Directors, and insurance proceeds shall be payable directly to the Association or to Mortgagees as their interests appear.

7.2 In the event of any loss, damage or destruction of any of the buildings or improvements in the Project, the Board of Directors shall cause the same to be replaced, repaired or rebuilt. In the event the cost of such replacement, repair or rebuilding exceeds the hazard insurance proceeds received therefor, each Owner shall be assessed separately for a share of such deficiency, which share shall be based upon the ratio of the square footage of the floor area of the Unit to be assessed to the total square footage of floor area of all Units to be assessed. In any event, all hazard insurance proceeds received for such loss, damage or destruction shall be used for replacement, repair or rebuilding.

7.3 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 reducible or cancellable by the insurer, without first giving ten days' prior notice in writing to the Association and all first Mortgagees, (ii) contain a waiver of subrogation by the insurer(s) against the Association, Board of Directors and Owners and (iii) contain or have attached a standard mortgagee clause or endorsement (customarily used by private institutional lenders in the County of San Diego, California) in favor of all first Mortgagees, together with such other endorsement(s) as such first Mortgagees may require to fully protect their interests.

7.4 The Association shall give notice in writing to (i) all first Mortgagees in the event of any loss or "appropriation" affecting the Common Area which exceeds $10,000 and (ii) all affected first Mortgagees in the event damage to a Unit exceeds $1,000.

7.5 Said multi-peril policy(ies) of hazard insurance shall be issued by an insurance carrier which (i) has a financial rating by Best's Insurance Reports of Class VI or better and (ii) is authorized to transact business within the State of California.

7.6 The Board of Directors shall procure and keep in force during the term hereof insurance in the name of the Association against dishonest acts on the part of Board of Directors, volunteers and other persons responsible for handling funds belonging to or administered by the Association; such insurance or, in lieu thereof, fidelity bond, shall be written in an amount not less than one and one-half times the Association's estimated annual operating expenses and reserves.

7.7 The Board of Directors shall procure and keep in force during the term hereof insurance (with a "severability of interest" endorsement) in the name of the Association and the Owners against any liability to the public resulting from any occurrence in or about the Common Area with bodily injury limit not less than $1,000,000 for each occurrence and property damage limit not less than $1,000,000 for each occurrence. The policy(ies) of such insurance shall contain a waiver of subrogation by the insurer(s) against (i) the Association, (ii) each of the directors serving from time to time on the Board of Directors, and (iii) the Owners.

7.8 No Owner shall purchase a policy of insurance which duplicates, in any respect, insurance coverage already existing under the Association master policy. Any Owner who does procure insurance duplicating, in whole or in part, coverage existing under the Association policy, thereby breaching this provision, shall be liable to the Association for any loss or damage caused to the Association by such duplication.

7.9 Nothing contained in this Article shall be construed to supersede any provision of the Article entitled "Partition and Severance."

ARTICLE 8 - Condemnation

8.1 In the event of any conflict between the provisions of this Article and those of any other Article of this Declaration, the provisions of this Article shall govern and control.

8.2 In this Article, the following words and phrases shall have, respectively, the following meanings:

8.2.1 "Appropriation" means any taking of or damage to any part of the Project (or any interest therein) by reason of any exercise of the power of eminent domain (whether by condemnation proceedings, inverse condemnation or otherwise) or by reason of any transfer of any part of the Project (or any interest therein) made in avoidance of such an exercise.

8.2.2 "Condemnor" means any governmental entity or person possessing the right and power of eminent domain which exercises said right and power, or threatens so to do, with respect to any part of the Project (or any interest therein).

8.2.3 "Award" means compensation paid by a condemnor for an appropriation, including but not limited to monetary and other consideration paid in avoidance of the exercise of said right and power of eminent domain.

8.2.4 "Condominium Total Value" means the cash fair market value of a Condominium the Unit of which is determined (pursuant to Paragraph 8.4) to be unsuitable for the purpose intended as a result of (i) an appropriation and (ii) the use to which appropriated land will thereafter be put and (iii) restoration and repair of any Common Area damaged or destroyed as a result of such appropriation.

8.2.5 "Condominium Partial Value" means the diminution in cash fair market value of a Condominium the Unit of which is determined (pursuant to Paragraph 8.4) to be, as a result of (i) an appropriation and (ii) the use to which the land appropriated will thereafter be put and (iii) restoration and repair of any Common Area damaged or destroyed as a result of such appropriation, suitable for the purpose for which it was intended.

8.3 The Board of Directors are hereby irrevocably appointed as the agent for every Owner to (i) negotiate with any condemnor for settlement of an award for any appropriation, (ii) defend any action brought for an appropriation, and to engage and compensate counsel and expert witnesses therefor or to aid the Board of Directors in the exercise of any of its powers under this Article, (iii) conduct, arrange or supervise an independent appraisal to determine the relative values of the Units and the Common Area affected by any appropriation, (iv) receive in the name of the Association any award and to retain the same, pending its disbursement, in a noninterest-bearing bank account in the name of the Association and (v) disburse the same as soon as may be practicable, pursuant to the following Paragraphs of this Article. Notwithstanding any provision herein to the contrary, Mortgagees shall automatically be entitled to join in any appropriation proceedings. No settlement of an award negotiated by the Association on behalf of the Owners shall be binding upon said Mortgagees without their prior written consent.

8.4 In the event of any appropriation, the Board of Directors shall, within ten days of the initiation of such proceedings, notify all Mortgagees (whose security interest shall be affected by such appropriation) thereof; and as soon as may be practicable, shall determine upon competent evidence, which evidence shall include an independent appraisal, satisfactory to it:

8.4.1 Whether, as to each Unit, the same will be suitable or unsuitable for the purpose for which it was intended, as a result of and after an appropriation and/or the use to which the land appropriated will thereafter be put.

8.4.2 As to any Unit so determined to be unsuitable for the purpose for which it was intended, the identity, description and the Condominium Total Value of the Condominium of which such Unit is a part.

8.4.3 As to any Unit so determined to be suitable for the purpose for which it was intended, the identity, description and the Condominium Partial Value, if any, of the Condominium of which such Unit is a part.

8.5 Any determination made by the Board of Directors pursuant to Paragraph 8.4 shall be binding upon all Owners. Nothing herein contained shall be construed to preclude the Board of Directors from reconsidering, and changing, any such determination.

8.6 If a condemnation award affecting all or a part of the Project is not apportioned among the Owners by court judgment or by agreement between the condemning authority and each of the affected Owners in the subdivision or the Board of Directors as the Owners' agent, and after the relative values of the Units and the Common Area affected by any appropriation have been determined by independent appraisal, as soon as may be practicable after the receipt by the Association of any award, the Board of Directors will disburse the same pursuant to the following:

8.6.1 First, to Mortgagees as their interests may appear.

8.6.2 Second, to contractors, subcontractors, materialmen and others for the costs of the repair or restoration of damage or destruction to the Common Area caused by appropriation, or to the Association in reimbursement for such costs; the balance of the award is hereinafter referred to as "award balance."

8.6.3 Third, the award balance to Owners as follows:

(a) If the award balance equals or exceeds the aggregate of Condominium Total Values and Condominium Partial Values (i) to each Owner the amount of the Condominium Total Value or Condominium Partial Value, if any, determined, pursuant to Paragraph 8.4, for such Owner's Condominium and (ii) to the Association, the remainder of the award balance.

(b) If the award balance is less than the aggregate of Condominium Total Values and Condominium Partial Values, to each Owner that portion of the award balance which bears to the award balance the same ratio as the Condominium Total Value (or Condominium Partial Value), if any, determined, pursuant to Paragraph 8.4, for such Owner's Condominium bears to the aggregate of Condominium Total Values and Condominium Partial Values.

8.7 In the event there shall be any express or implied conflict between any provision of this Article and any provision of a note or deed of trust held by a Mortgagee, the provisions of said note or deed of trust shall govern and prevail.

ARTICLE 9 - Accounting

9.1 The Board of Directors shall maintain books of account of all their receipts and expenditures and shall cause such books to be examined as of the close of each fiscal year and a report to be made thereon to the Association. The Board of Directors shall deliver a copy of such report to the Owner of each Condominium within 120 days after the end of such year. Each Owner (or its duly appointed representative) and each first Mortgagee shall be entitled at reasonable times to inspect the books and records of the Association, and to have such books and records examined at said Owner's or first Mortgagee's expense by an attorney or an accountant representing such Owner or first Mortgagee, and may make excerpts or copies of such books and records or portions thereof, and each such Owner (or its duly appointed representative) or first Mortgagee, at its own expense, shall have the right to have such books and records independently audited by a public accountant.

ARTICLE 10 - Scope; Enforcement

10.1 The limitations, restrictions, conditions and covenants set forth in this Declaration constitute a general scheme for (i) the maintenance, protection and enhancement of value of the Project and all Condominiums, and (ii) the benefit of all Owners. Said limitations, restrictions, conditions and covenants are imposed on each Condominium for the benefit of every other Condominium and the present and future Owners thereof. Said limitations, restrictions, conditions and covenants are and shall be covenants running with the land or equitable servitudes, as the case may be.

10.2 Each and every limitation, restriction, condition and covenant contained herein shall cease, terminate and be extinguished, without necessity of further documentation of any kind, 50 years from the date of recording of this Declaration.

10.3 Breach of any of said limitations, restrictions, conditions or covenants (or the continuation thereof) may be enjoined, abated or remedied by appropriate legal proceedings by (i) the Association, (ii) any Owner, its heirs, devisees, executors, administrators, successors and assigns, or (iii) any Mortgagee. Each of the foregoing constitutes an "Enforcing Person" hereunder. Damages at law for any such breach, other than breach by failure to pay assessment(s), are hereby declared to be inadequate.

10.4 The result of or condition caused by any violation of any of said limitations, restrictions, conditions or covenants is and shall be a nuisance, and every remedy at law or in equity now or hereafter available against a public or private nuisance may be exercised by an Enforcing Person.

10.5 Any of the foregoing to the contrary notwithstanding, no action to enforce this Declaration shall be instituted (excepting the enforcement for failure to pay assessment(s) as set forth in the Article entitled "Assessments"), unless and until a written notice of such breach setting forth the facts of such breach and the legal description of the Condominium affected thereby has been (i) filed for record in the Office of the Recorder of San Diego County, California, and (ii) delivered by certified mail to the Owner of such Condominium prior to such recording, and such breach has not been remedied within 30 days after the recording of such notice. Any action instituted hereunder shall be commenced within 120 days, but not prior to 31 days, after the recording of such notice.

10.6 The failure of any Enforcing Person to enforce any of said limitations, restrictions, conditions or covenants shall not constitute a waiver of the right to enforce the same thereafter. No liability shall be imposed on or incurred by any Enforcing Person as a result of such failure.

10.7 The prevailing party in any action at law or in equity instituted by an Enforcing Person(s) to enforce or interpret the limitations, restrictions, conditions or covenants contained herein shall be entitled to all costs incurred in connection therewith, including but not limited to reasonable attorneys' fees.

ARTICLE 11 - Rights of Mortgagees

11.1 Any Owner may voluntarily or involuntarily encumber its Condominium with or by a real property mortgage, deed of trust or other instrument of hypothecation.

11.2 A breach of any of the foregoing limitations, restrictions, conditions or covenants (except as provided in this Article with respect to a breach by failure to pay any assessment) shall not defeat or render invalid the lien of any first mortgage or first deed of trust made in good faith and for value as to a Condominium; provided, however, such limitations, restrictions, conditions and covenants shall be binding upon and effective against any person whose title to said Condominium is acquired by foreclosure, trustee's sale or otherwise.

11.3 Each and every lien created by or pursuant to this Declaration, including but not limited to, the assessment liens described in the Article entitled "Assessments," is and shall be subordinate, inferior and subject to the lien and charge of any

(i) mortgage or deed of trust encumbering any Condominium, given for value and of record prior to the date of said lien, and (ii) any blanket construction (including acquisition) mortgage(s) or deed(s) of trust encumbering all or any part of the Project, which mortgage(s) or deed(s) of trust may have been expressly subordinated to this Declaration.

11.3.1 Any person who acquires title to any Condominium by purchasing the same at a foreclosure or trustee's sale of a first mortgage or first deed of trust shall take title to such Condominium free of (i) any claims by or on behalf of the Association for unpaid assessments, charges and/or fines (if any) levied by the Association which accrue prior to the time such purchaser takes title to such Condominium and (ii) any assessment lien and/or other lien of the Association then encumbering any such Condominium. Such unpaid assessments shall be reallocated among the Owners (other than said purchaser).

11.3.2 In the event any Mortgagee (i) shall acquire title to any Condominium by judicial foreclosure, exercise of power of sale contained in any real property mortgage or deed of trust, or deed in lieu of foreclosure, and (ii) shall thereafter sell and convey such Condominium, any real property mortgage or deed of trust received by such lender as security for all or a portion of the purchase price of such Condominium shall be incontrovertibly deemed "given for value." Notwithstanding the provisions of Paragraph 11.3 above, any lien created by or pursuant to this Declaration, which lien arises from the failure to pay assessment(s) accruing during the period of such Mortgagee's holding of title to said Condominium, shall be a lien superior to the lien of said real property mortgage or deed of trust received to secure a portion of said purchase price.

11.4 In the event of any breach or default hereunder by any Owner, and in the further event such breach or default is not cured within 60 days after its occurrence, the Board of Directors shall, if any first Mortgagee of such Owner shall have so requested of the Association, immediately notify, in writing, such first Mortgagee of said default; provided, however, failure to give such notice shall in nowise affect any right or remedy of any Enforcing Person under the Article entitled "Scope; Enforcement."

11.5 Each first Mortgagee shall be entitled, upon request, to (i) receive notice of any and all meetings of the Association and (ii) designate a representative to attend such meetings on its behalf.

11.6 In the event there shall be any express or implied conflict between any provision of this Article 11 and any other provision of this Declaration, the provisions of this Article 11 shall govern and prevail.

ARTICLE 12 - Declarant's Security for Its Obligations

12.1 If the Association is obligee under a bond (the "Bond") obtained pursuant to Business and Professions Code Section 11018.5 (a)(2)(A), to secure completion of improvements in and to the Common Area, the following provisions shall govern any action brought by the Association to enforce the obligations under the Bond:

12.1.1 The Board of Directors shall, within ten days after passage of the Grace Period (hereinafter defined), consider and vote on the question of action to be taken by the Association to enforce the obligations under the Bond with respect to any improvement in or to the Common Area for which a Notice of Completion has not been filed within 60 days (the "Grace Period") after the completion date specified for that improvement in the "Planned Construction Statement" appended to the Bond. If the Association has, in writing, extended the time for completion of any improvement in or to the Common Area, the Board of Directors shall consider and vote on the question of action to be taken to enforce the obligations under the Bond if a Notice of Completion has not been filed for said improvement within 30 days (the "Grace Period") after the expiration of said extended time period. Any such extension granted by the Association shall override any contrary decision of the Board of Directors.

12.1.2 If the Board of Directors fail to consider and vote on the question of action to be taken by the Association to enforce the obligations under the Bond or should the Board of Directors decide not to initiate action to enforce said obligations, a special meeting of Members shall be held to consider and vote on such action if Members having at least five percent of the voting power of the Association sign and submit to the Board of Directors a petition demanding such meeting. Such meeting shall be held not less than 15 days nor more than 30 days after receipt by the Board of Directors of said petition. At such special meeting, all Members other than Declarant shall be entitled to vote.

12.1.3 If, at such special meeting, Members (other than Declarant) having a majority of the voting power of the Association (exclusive of the voting power attributed to Declarant) vote in favor of taking action to enforce the Bond, the Board of Directors shall immediately initiate and thereafter pursue appropriate action in the name of the Association to enforce the obligations under the Bond. If the Board of Directors refuses to pursue such action, then any Member(s) may initiate and pursue appropriate action in the name of the Association to enforce the obligations under the Bond. Funds for pursuing such action shall be obtained by means of a special assessment of the Owners pursuant to Paragraph 6.1.1; such funds shall be kept in a separate account at a bank designated by the Association and used only for initiation and prosecution of said action.

12.1.4 If, at such special meeting, Members (other than Declarant) having a majority of the voting power of the Association (exclusive of the voting power attributed to Declarant) vote against taking action to enforce the Bond, then no such action may be taken by the Board of Directors or any Member on behalf of the Association for a period of 60 days after said special meeting. If no Notice of Completion is filed for said improvements in or to the Common Area within 60 days after the date of said special meeting, the provisions of the foregoing Paragraphs shall govern the action to be taken by the Board of Directors and the Association with respect to enforcing the obligations under the Bond.

12.2 If Declarant posts a surety bond or deposits funds (pursuant to Section 2792.9, Article 12, Chapter 6, Title 10, California Administrative Code) for the benefit of the Association, to assure the fulfillment by Declarant of its obligations to pay assessments, the exoneration or release of such bond or funds being subject to the conditions set forth in said Section 2792.9, and a dispute arises between Declarant and the Association with respect to the question of satisfaction of such conditions for exoneration or release, then, in such event, such dispute shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. The fee payable to the American Arbitration Association to initiate such arbitration shall be remitted by Declarant; however, the costs of such arbitration shall ultimately be borne as determined by the Arbitrator(s) under the aforesaid Rules.

ARTICLE 13 - Amendment

13.1 This Declaration may be amended only by written instrument (or counterparts thereof) (i) signed and acknowledged (a) by the Owners entitled to exercise 75% of the total voting power in each voting class as provided in Article 5 (which Article is entitled "Voting Rights") of the Bylaws or (b) upon cessation of one of the two voting classes (described in said

Article) as a separate and distinct voting class of Owners, by the Owners entitled to exercise 75% of the total voting power including the vote(s) of Declarant in the remaining voting class (described in said Article), provided that such signatures include the signatures of not less than 75% of the Owners other than Declarant and (ii) filed for record in the Office of the Recorder of San Diego County, California. Any written instrument amending this Declaration shall bear, or have attached thereto, the written consent of two-thirds of all first Mortgagees as of the time of recording such amendment (based upon one vote for each first mortgage or deed of trust owned) if such amendment would affect to any degree the rights, powers, privileges, interests or security of said first Mortgagees as set forth in the Articles hereof entitled "Ownership of the Common Area And of Beneficial Interest in Common Personalty," "Partition and Severance," "Assessments," "Destruction; Insurance," "Condemnation," "Accounting," "Scope; Enforcement," "Rights of Mortgagees" and the following paragraphs hereof: 1.1.9, 2.1, 2.2, 2.7, 5.1, 5.2 and 13.1.

13.2 Each such amendment to this Declaration shall become effective only upon being filed for record as hereinabove provided and shall, from and after its effective date, be as effective as this instrument as to all (i) the Common Area, (ii) the Units, (iii) the Condominiums, (iv) the Project and (v) the Owners (as of said effective date) and their successors in interest.

ARTICLE 14 - General Provisions

14.1 Notices required by the Declaration, or desired, to be given shall be conclusively deemed served (i) if personally served, at the time of such service, and (ii) 48 hours after deposit thereof in the United States mail, postage prepaid, addressed to the person(s) to whom such notice is to be given at the last known address of such person(s).

14.2 In the event any limitation, condition, restriction, covenant or provision contained in this Declaration is to be held invalid, void or unenforceable by any court of competent jurisdiction, the remaining portions of this Declaration shall, nevertheless, be and remain in full force and effect.

14.3 Every right, privilege, duty and obligation in or upon the Association shall be exercised by, and shall be a burden upon, any California corporation incorporated (i) for a purpose exercising or discharging, as the case may be, said rights, privileges, duties and obligations, and (ii) by, or with the written consent of, the Owners of a majority of the Condominiums. No provision of the Articles of Incorporation or Bylaws of said corporation, and no action of said corporation, in violation or contravention of any provision of this Declaration shall be valid, subsisting or of any effect whatsoever.

14.4 This Declaration and every provision hereof shall be construed to facilitate the Operation of the Project.

IN WITNESS WHEREOF, this Declaration has been executed at San Diego, California, as of the 20th day of July, 1981.

4383 KANSAS STREET PARTNERSHIP, a Limited Partnerhip

BY: WINDSOR DEVELOPERS, Inc., a California corporation as Managing General Partner

By: Seymour Ostrow
Seymour Ostrow, President

STATE OF CALIFORNIA)
)
COUNTY OF SAN DIEGO)

On July 20th, 1981 before me, the undersigned, a Notary Public in and for said County and State, personally appeared SEYMOUR OSTROW, known to me to be the President of the corporation that executed the within instrument and known to me to be the person who executed the within instrument on behalf of said corporation, said corporation being known to me to be the general partner of 4383 KANSAS STREET PARTNERSHIP, a Limited Partnership, the partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same.

WITNESS my hand and official seal.

Christine L. Powell
CHRISTINE L. POWELL
Notary Public in and for said County and State

OFFICIAL SEAL
CHRISTINE L. POWELL
NOTARY PUBLIC CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
MY COMMISSION EXPIRES JULY 21, 1981

SUBORDINATION TO DECLARATION OF RESTRICTIONS

FOR GOOD, VALUABLE AND ADEQUATE CONSIDERATION, receipt of which is hereby acknowledged, IMPERIAL SAVINGS & LOAN ASSOCIATION, a California corporation, as beneficiary under that certain Deed of Trust and Assignment of Rents recorded January 30, 1981, XXXX at File/Page No. 81-030630, Official Records of San Diego County, California, hereby consents to the recordation of, and subordinates the lien and charge of said Deed of Trust and Assignment of Rents to, the foregoing Declaration of Restrictions.

Dated: August 18, 1981.

IMPERIAL SAVINGS & LOAN ASSOCIATION

a California Corporation

BY: Mimi Wilson
President

BY: Helen T. Stiles Secretary

STATE OF CALIFORNIA)
)
COUNTY OF SAN DIEGO)

On August 18, 1981, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Mimi Wilson, known to me to be the Asst. Vice-president and Helen T. Stiles, known to me to be the Asst. Secretary of IMPERIAL SAVINGS AND LOAN ASSOCIATION a California corporation, and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal,

Dorothy M. Lonergan
Notary Public in and for said County and State

OFFICIAL SEAL
DOROTHY M. LONERGAN
NOTARY PUBLIC CALIFORNIA
PRINCIPAL OFFICE IN
SAN DIEGO COUNTY

SUBORDINATION TO DECLARATION OF RESTRICTIONS

FOR GOOD, VALUABLE AND ADEQUATE CONSIDERATION, receipt of which is hereby acknowledged, VACHEL W. CONN and ELEANOR M. CONN, as beneficiary under that certain Deed of Trust recorded September 13, 1979 as File/Page No. 79-384078, Official Records of San Diego County, California, hereby consents to the recordation of, and subordinates the lien and charge of said Deed of Trust to the foregoing Declaration of Restrictions.

DATED: September 24, 1981

Vachel W. Conn
VACHEL W. CONN

Eleanor M. Conn
ELEANOR M. CONN

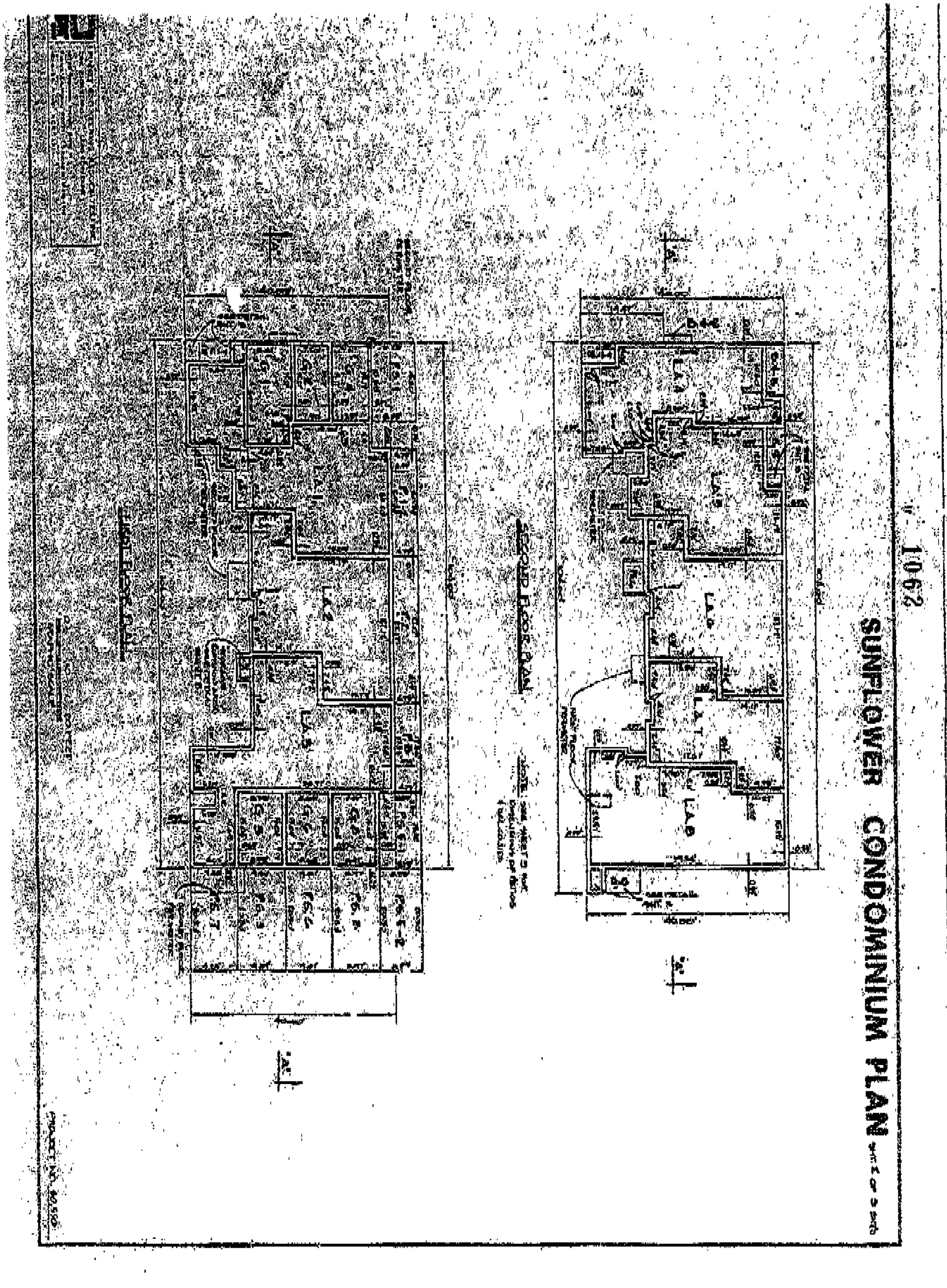
STATE OF CALIFORNIA)
)
COUNTY OF SAN DIEGO)

On September 24, 1981, before me, the undersigned, a Notary Public in and for said County and State, personally appeared VACHEL W. CONN and ELEANOR M. CONN, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.

OFFICIAL SEAL
CHRISTINE L. POWELL
NOTARY PUBLIC - CALIFORNIA
SAN DIEGO COUNTY
My Comm. Expires July 21, 1985

Christine L. Powell
Christine L. Powell
Notary Public in and for said
County and State



Please put on Sunflower HOA.

1061

SUNFLOWER CONDOMINIUM PLAN

LEGEND

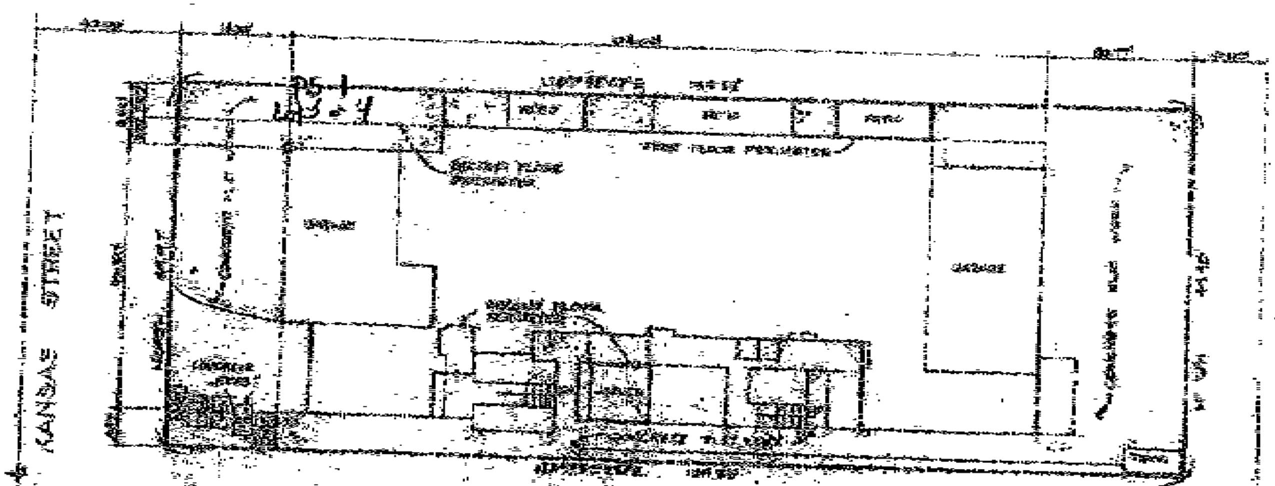
LEGAL DESCRIPTION

GENERAL NOTES

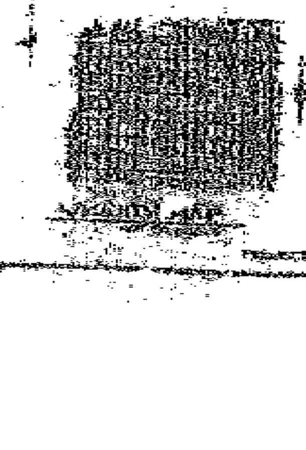
BASIS OF BEARINGS

BASIS OF ELEVATION

ENGINEER'S CERTIFICATE



BUILDING LOCATION PLAN



VICINITY MAP