

RECORDING REQUESTED BY 757
WHEN RECORDED, MAIL TO:

Oak Hill Ranch
c/o Sherry Gabriele
5567 Reseda Blvd. #218
Tarzana, CA 91356

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RF 3.00
AR 1.00
MG 1.00

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OFFICIAL RECORDS
OF SAN BERNARDINO COUNTY, CALIF.

1987 JUN -5 AM 8:57

VEINIA
COUNTY RECORDER

FIRST AMENDMENT TO
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR OAK HILL RANCH
TRACT 4355

Covenants, conditions and restrictions which were recorded on August 5, 1986 are hereby amended as follows:

ARTICLE IV - B-1. Set backs.

Side and rear yard set backs shall be changed to read as follows:

The side and rear yard set-backs shall conform to County requirements.

The one hundred (100) feet requirement is deleted.

ARTICLE IV - C-3. Size requirements.

The existing paragraph shall be deleted and the following shall be substituted in its place:

No residence shall be erected on the Property having a total floor area of the main structure, exclusive of open porches, garages, patios, exterior stairways and landings, of less than one thousand five hundred (1,500) square feet.

ARTICLE IV - C-7. Roof Design, Pitch and Materials.

The existing paragraph shall be deleted in its entirety.

IN WITNESS WHEREOF, the original Declarant has executed this amendment on the date shown by its acknowledgment herein below.

6/1/87
Date

Joan Buchanan
Trust Services of America, Inc.,
a California Corporation, as
Trustee under Declaration of Trust
dated February 5, 1982, Successor
to Title Insurance and Trust Company,
a California Corporation as Trustee.

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO) ss.

On June 1, 1987 before me, the undersigned, a Notary Public in and for said State, personally appeared JOAN BUCHANAN personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Vice President of the Corporation that executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Cheryl H. Kelley
CHERYL H. KELLEY



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Nº 313223

v. 1436

86 380057

Recorded at Request of:

Ticor Title Insurance Company
Order No. 1119899

1986 AUG -5 AM 10:39

VEGA L. LYLE
COUNTY RECORDER

When Recorded, Return to:

Oak Hill Ranch
A California General Partnership
5567 Reseda Blvd., Ste. 218
Tarzana, California 91356

DECLARATION ESTABLISHING
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR

RF	26
AR	24
MG	1

OAK HILL RANCH

THIS DECLARATION, made this 30th day of June,
1986, by Trust Services of America, Inc., a California corporation,
hereinafter referred to as the "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of that certain real property
which is identified and described in Article I of this Declaration,
and which is hereinafter referred to simply as the "Property";
and,

WHEREAS, Declarant has deemed it desirable to establish covenants,
conditions and restrictions upon the Property, and each and every
lot and portion thereof, and upon the use, occupancy and enjoyment
thereof, all for the purpose of enhancing and protecting the value,
desirability, inherent natural beauty and attractiveness of the
Property; and,

WHEREAS, it is the desire and intention of Declarant to subdivide and
sell the Property, and to foster in the development of this area
the blending of the nature's attributes with man's desire for a
better place to live; and,

WHEREAS, Declarant intends hereby to make a covenant running
with the land of both grantor and grantee pursuant to Section 1468
of the Civil Code of the State of California, and to impose upon
the Property certain mutual, beneficial restrictions under a general plan
or scheme of improvement for the benefit of all the Property and
the present and future owners of all or any portion thereof;

NOW, THEREFORE, Declarant hereby declares that all of the real property described in Article I hereof is held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied, and improved subject to the following limitations, restrictions, covenants and reservations, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement, and sale of said Property, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability, and attractiveness of said property and every part thereof. All of the limitations, restrictions and covenants shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in the property described in Article I hereof or any part thereof, and shall inure to the benefit of all of said property and the present and future owners of said real property.

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ARTICLE I

PROPERTY SUBJECT TO THIS DECLARATION

The real property subject to this Declaration shall be known as Oak Hill Ranch, and is more particularly and legally described as follows:

Lots 1-17, inclusive, of SAN DIEGO COUNTY TRACT NO.

4355, according to Map No. 11581 recorded in the Office of the County Recorder of San Diego County, California on July 31, 19 86.

ARTICLE II

0 1440

DEFINITIONS

1. "Building limits" means the area defined by the set-back from the street and side lot lines and a building limit line across the rear of the lots.
2. "Building site" means a single lot as shown on the map of the Property, or a parcel consisting of contiguous portions of any two or more contiguous lots, or all of one lot and parts of one or more lots adjacent thereto, unless the context and circumstances otherwise require; any such building site, however, is subject to the prior written approval of the Architectural and Planning Committee.
3. "Committee" means the Architectural and Planning Committee hereinafter created.
4. "Declarant" shall mean and refer to Trust Services Of America, Inc., a California corporation, as Trustee under Declaration of Trust dated February 5, 1982, successor to Title Insurance And Trust Company, a California corporation, as Trustee, as its successors and assigns.
5. "Declaration" shall mean and refer to this Declaration Establishing Covenants Conditions and Restrictions for Oak Hill Ranch.
6. "Lot" means one of the numbered parcels of real property on the map referred to in ARTICLE I of this Declaration.
7. "Map" means the final, recorded subdivision map referred to in Article I of this Declaration.
8. "Owner" means the record holder(s) of title to a Lot.
9. "Property" means all or any portion of the real property described in Article I of this Declaration.
10. "Set-back" means the minimum distance between the residence or other structure and a given street or line.
11. "Street" means any street, highway or other thoroughfare shown on the map referred to in Article I of this Declaration, whether designated thereon as street, avenue, boulevard, place, drive, road, terrace, way, lane, circle, or otherwise.

ARTICLE III

BASIC RESTRICTIONS

- A. USE OF PROPERTY. No building shall be erected, constructed,

altered, or maintained on any Lot other than a residence for a single family (including guests and household servants) with customary and suitable outbuilding as permitted by law and the Architectural and Planning Committee.

B. LOCATION OF STRUCTURES. Construction of any and every nature shall be confined to and take place only within the building limits of each building site. The location and design of swimming pools, covered gazeboes, and other outbuilding, as well as the main structures upon each of the building sites must be approved in writing by the Committee prior to any construction or preparation for construction thereon.

C. HEIGHT LIMITATIONS. No structures shall be placed or landscape materials allowed to grow upon any of the Lots in such a manner as to substantially impair the view from adjacent Lots. The term "structures" shall include fences.

D. CHANGING GRADES, SLOPES AND DRAINAGE. No change in the established grade or elevation of said Lots, and no change in the established slope or ratio of the cuts and fills, which alters established drainage patterns shall be permitted without the prior written consent of the Committee and without the prior written approval of the County Building Department. For the purpose hereof, established drainage patterns are defined as the drainage patterns existing at the time the grading of the Property was completed in conformity with the grading plan heretofore approved by the County. No drainage shall be allowed to drain over any banks.

Declarant hereby reserves the right to make any all cuts and fills on the Property and on the building sites included therein, and to do such grading as in its judgment may be necessary to grade streets and Lots designated or delineated upon the Map of the Property or any part thereof.

Each of the Owners of the Lots covenants to permit free access by Declarant and Owners of adjacent Lots to slopes or drainageways located on his property when such access is required for the maintenance or permanent stabilization of said slopes, or maintenance of the drainage

facilities or for the protection and use of property other than the Lot on which the slope or drainage way is located.

E. WELLS, DERRICKS AND MINES. Water wells may be installed and maintained; however, no wells for the production of, or from which there is produced, oil or gas shall be operated upon any Lots; nor shall any machinery, appliance or structure be placed, operated or maintained thereon for use in connection with any trading, manufacturing or repairing business. No mining or quarrying operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Lot.

F. NUISANCE AND NON-CONFORMITY. No noxious or offensive trade or activity shall be carried on upon the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Owners or occupants of the Property, including but not limited to the storage of any materials which might create an insect pest control problem, or the ill-maintenance of any plant or landscape materials.

1. **Temporary Structures.** No tents, shacks, trailers, basement, garage or outbuildings 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.

2. **Signs.** No signs of any kind, or other advertising device of any character, for any purpose or use whatsoever, shall be erected, posted, pasted, painted, displayed or maintained on the Property, except that (a) on any one Lot or building site one sign, not larger than eighteen (18) by Twenty-four (24) inches, advertising the Lot for sale or lease, may be erected and maintained; (b) Declarant or its agents may erect and maintain on any portion of the Property which it owns such signs and other advertising devices as it may deem necessary or proper in connection with the conduct of its operations for the development, improvement, subdivision or sale of the Property, until such time as Eighty-Five percent (85%) of the Lots are sold or Three (3) years after the issuance of the Final Public Report for the Project, whichever first occurs.

3. **Upkeep of Real Property.** Each Lot Owner covenants to keep,

maintain, water, plant and replant all areas, slopes, banks, rights of way and set-back areas located on his Lot so as to prevent erosion and to present an attractive, clean, sightly and wholesome appearance at all times.

4. **Storage of Materials, Junk, Trash and Manure.** The storage of or accumulation of junk, trash, manure and other offensive or noxious materials is specifically prohibited. No burning shall be permitted except in fireplaces or barbecues.

5. **Storage of Cars, Trailers, Campers, Boats, Etc.** No house trailer, living trailer, self-propelled vehicle, boat or boat trailer of any type shall be parked on any street, either temporarily or permanently.

6. **Use of Garages.** No dwelling shall be constructed or maintained on a building site without a garage large enough to contain two standard sized automobiles, which garage shall be used to park the automobiles and/or other vehicles belonging to the Owner or occupants of the building site, and for other purposes not incompatible with such use. Automobiles are to be kept in the garage when not in use. The use of carports in place of garages is specifically prohibited.

7. **Water Softeners and Air Conditioning Equipment.** No water softner which discharges effluent brine into the sewage system shall be installed or maintained for use in connection with any building on the Property unless it is appropriately screened from exterior view. The type of water softner and a plan for its screening must be approved by the committee prior to installation. The location of air conditioning units must be approved by the Committee prior to installation.

8. **GARBAGE AND REFUSE DISPOSAL.** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

9. **SEWAGE DISPOSAL.** Every Owner shall, prior to, or concurrently with, the construction of any residential dwelling on any Lot, install a septic tank system and related devices in accordance with the requirements, standards, and recommendations of the governmental agencies having

jurisdiction. Approval of such system and devices as installed shall be obtained from such authority.

10. **WATER SUPPLY** No individual water supply system shall be permitted on any Lot unless such system is located, constructed, and equipped in accordance with the requirements, standards, and recommendations of the governmental agencies having jurisdiction. Approval of such system as installed shall be obtained from such authority.

9. **DILIGENCE IN CONSTRUCTION.** The work of constructing and erecting any building or structure shall be prosecuted diligently and continuously from the commencement thereof until the same is completed. All structures shall be suitably painted, colored or stained immediately upon construction as per plans and specifications. The construction schedule shall be submitted as a part of the plans and specifications and shall be subject to the approval of the committee. A licensed general contractor shall be required and be responsible on all construction.

8. **TREES, SHRUBS, WITHIN SET-BACK AND EASEMENTS.** No trees, shrubs, or other natural elements affecting the environment of the area shall be placed, removed, trimmed or cut without the written approval of the committee.

Declarant hereby reserves the right to enter upon any of the Lots at any time to inspect and control the plants, trees and seed thereon and also to inspect for and control insect pests. This right shall be exercised in the following manner: If, after notice to the Owners from Declarant of the existence of infected plants, tree diseases, or insect pests, the Owner fails or neglects to take such measures for the eradication or control of the same as Declarant may deem necessary for the protection of the Property, Declarant may thereupon enter thereon and, at the expense of the Owner thereof, destroy or remove infected or diseased plants and/or trees, and/or spray the same, and/or take such other measures as may be deemed necessary in the opinion of the Declarant to protect the Property from the spread of such infection and/or pests; and Declarant shall not thereby be deemed guilty of any manner or trespass.

I. EASEMENTS AND RIGHTS OF WAY. The Property and the building sites included thereon are subject to such easements and rights of way for erecting, constructing, maintaining and operating public sewers, and poles, wires and conduits for lighting, heating, power, telephone, television and any other method of conducting and performing any public or quasi-public utility service or function beneath the surface of the ground, as such easements and rights of way are more particularly set forth on the Map, referred to in Article I of this Declaration, or on any such map recorded subsequent thereto.

ARTICLE IV

ARCHITECTURAL STANDARDS AND CONTROLS

A. SUBDIVISION STANDARDS. These restrictions have neither the intent nor purpose to in any way affect the subdivision standards which are set up by the County of San Diego or the California Department of Real Estate. The Declarant and/or its agents as subdividers shall have the sole responsibility of developing the planning, engineering and execution of the subdivision and development of the Property prior to land sales. It will be the Declarant's responsibility to coordinate and meet the State and County requirements for said subdivision.

B. ON SITE CONSTRUCTION

1. Set-backs. The front set-backs shall conform to County requirements per the grading plan approved by the County relating to the Property. The side and rear yard set-backs shall be a minimum of One Hundred (100) feet along the entire side and rear yard areas.

2. Location on Lots. The location of the structure or structures on the building site and the landscaping shall bear such an over-all relation to the adjacent Lots as to create and aesthetically pleasing overall appearance and to maintain views.

3. Fences. All fences, including the location, style, material color, height, and function thereof, shall be subject to the written approval of the Committee prior to installation thereof. The Committee shall consider the topography of the land and the maintenance of views before granting such approval. The Owner will maintain and

keep in good condition and repair the fences located on his building site. If the Owner fails or refuses to fully and faithfully comply with and conform to the provisions of this section, then Declarant shall have the right to enter upon said Lot and perform such work as may be necessary to fulfill the requirements of this section, charging the cost thereof to the Owner.

C. BASIC STRUCTURAL REQUIREMENTS

1. **Type and Character of Design.** The exterior building design of all buildings shall be encouraged to be of ranch, Spanish, or early California styling and character. Exterior design in each case shall be compatible to the rural atmosphere of Oak Hill Ranch and subject to approval by the Committee, in its sole discretion. Decisions of the Committee shall be final.

2. **Colors.** All exterior colors, textures and materials, including roofs, must be set forth in the plans and specifications and approved in writing by the Committee prior to construction. Color Plans and specifications shall be coded or marked so as to indicate where the colors are to be used upon the finished dwelling. Careful consideration of the adjacent and surrounding lots, as well over-all subdivision appearance will be the basis for approval or denial of such color schemes.

3. **Size Requirements.** No residence shall be erected on the Property having a total floor area of the main structure, exclusive of open porches, garages, patios, exterior stairways and landings of less than Two Thousand (2,000) square feet.

4. **New Materials Only and New Structures Only.** No second hand material shall be used in the construction of any buildings or structure without the prior written approval of the Committee, and all buildings and fences which are of frame construction shall be painted or stained with at least two coats upon completion.

No buildings of any kind shall be moved from any other place to any of said building sites, or from one building site to another without prior written permission from the Committee.

5. **Height Limitations.** No building shall exceed Twenty-Eight (28) feet from the ground or pad level without the written approval

of the Committee. On the Lots where site conditions warrant, multi-story or split-level floor plans may be considered by the Committee. Balconies or decks shall be no higher than floor level.

6. Painting. All exterior wood and manufactured surfaces with the exception of brick shall be painted or stained.

7. Roof Design, Pitch and Materials. Five (5) and Twelve (12) maximum pitch shall be used. No flat roofs or rock roofs shall be permitted, except where the design concept in the opinion of the Committee is not detrimental to the environmental character of the adjacent Lots or the subdivision. The roofing materials to be used shall be mission tile, clay fired flat tile or concrete flat tile products, or extra heavy hand split cedar shakes. Other quality roofing materials may be submitted for review by the Committee, but in no event will composition shingles be used.

8. Fire Protection. Prior to the issuance of a building permit for each lot, each building shall have an approved plan for installation of a minimum Five Thousand (5,000) gallon water storage tank and a built-in automatic fire protection sprinkler system, and/or such other fire protection requirements as are required by the County of San Diego or the Julian/Cuyamaca Fire Protection District, which is empowered to enforce such fire protection requirements. This restriction may not be removed or amended without the express, advance written permission of the County of San Diego or the Julian/Cuyamaca Fire Protection District.

ARTICLE V

ALTERATIONS, ADDITIONS, REMODELING, REDECORATION

OF EXTERIOR PORTIONS OF STRUCTURE

The materials used for any alteration must harmonize and compliment the original building or buildings.

ARTICLE VI

ROAD MAINTENANCE AGREEMENT

Except for those improvements and maintenance for which a public authority is responsible, the Owners of Lots within Oak Hill Ranch shall be responsible for the improvement and maintenance of the roads known as Black Oak Lane and Englemann Lane, as more particularly described on the subdivision Map referred to in Article I of this Declaration, and any security gates installed on such roads, pursuant to the following terms and conditions:

A. COMMITTEE'S AUTHORITY. The Architectural and Planning Committee shall be responsible for recommending repairs, maintenance and improvements of the roads and gates herein described to the Owners. Such recommendations may include bids and estimated cost of the repair, maintenance or improvement. Upon consent of the majority of Owners, the Committee shall be authorized, on behalf of the Owners, to contract for and oversee such approved repairs, maintenance, or improvements.

B. MAINTENANCE DEFINED. The improvement, maintenance, and repairs to be undertaken and performed under this Declaration shall include filling chuck holes, resurfacing, and such other improvements and maintenance as may be necessary to keep the roads and gates in good condition.

C. LIABILITY FOR EXPENSES. The Owners shall share equally in the cost and expenses of improvements, repairs and maintenance authorized pursuant to this Declaration. Costs and expenses related to any roads and gates not specifically described herein, which are developed by subdivision or otherwise, improved, or maintained within any Lot, shall not be governed by this Declaration, but shall be the sole responsibility of the Owner of any such Lot or parcel within such Lot.

D. PERSONAL INJURY AND PROPERTY DAMAGE LIABILITY. Any liability of the Owners for personal injury to any worker employed to make repairs under this Declaration, or to third persons, as well as liability of the Owners for damage to the personal Property of any such worker, or any third person, as a result of or arising out of repairs and maintenance

under this Declaration, shall be borne equally among the Owners. Each Owner shall be responsible for and maintain his own insurance, if any. It is not the intent of this Paragraph to provide for sharing of liability among the Owners with respect to any personal injury or property damage other than that attributable to the road and gate repairs and maintenance undertaken under this Declaration.

E. INDEMNITY. Each of the Owners agrees to indemnify the others from any and all liability for injury to himself or damage to his property when such injury or damage results from, arises out of, or is attributable to, any maintenance or repairs undertaken pursuant to this Declaration.

ARTICLE VII

ARCHITECTURAL AND PLANNING COMMITTEE

A. PURPOSE AND FUNCTIONS. The purpose of the Architectural and Planning Committee is to achieve and maintain an aesthetically attractive subdivision. The function of the Committee is to enforce the restrictions herein by the review of plans and specifications submitted for approval, and by inspections of actual construction and progress to insure conformity with the plans and specifications as approved. It is not the intent of the Declarant to deprive the individual Owner from having a home of unique design, but to protect the subdivision as a whole, and the individuals comprising the same, from undesirable construction. In this connection, in the case of hardship, or other good reason, exceptions to any of the restrictions contained in any portion of this Declaration may be made by the Committee at any time after proper application therefor in writing.

B. COMMITTEE MEMBERS, ORGANIZATION AND TERM. The Architectural and Planning Committee shall consist of three (3) members. A majority of the Committee may designate a representative to act on its behalf. The Declarant shall appoint all of the original members of the Committee and all replacements until the first (1st) anniversary of the issuance of a final public report for the subdivision. The initial members shall be:

Name	Address
Mr. Robert C. Lytle	P.O. Box 9410 Anaheim, CA 92802
Ms. Sherry Gabriele	5567 Reseda Blvd., Ste. 218 Tarsana, CA 91356
Mr. Stephen Wendell	P.O. Box 1326 Julian, CA 92036

The Declarant reserves to itself the power to appoint a majority of the members of the Committee until ninety percent (90%) of all the Lots in the subdivision have been sold or until the fifth (5th) anniversary of the issuance of the final public report for the subdivision, whichever occurs first. After one year from the date of issuance of the original public report for the subdivision, the Owners other than Declarant shall have the power to appoint one (1) member to the Committee until ninety percent (90%) of all the Lots in the subdivision have been sold or until the fifth (5th) anniversary date of the issuance of the final public report for the subdivision, whichever first occurs. Thereafter, the Owners other than Declarant shall have the power to appoint all of the members of the Committee. Members appointed to the Committee by the Owners other than Declarant shall be Owners of a Lot in the subdivision. Members appointed to the Committee by Declarant need not be Owners of Lots in the subdivision; however, all persons appointed to the Committee by Declarant must be actively engaged and/or experienced in land development, land planning, architecture, engineering or such other associated fields as would lend background and experience to such person to judge the intent of these restrictions and the conformity of the plans submitted for review and approval. In the event of death or resignation of any member of the Committee, the successor shall be appointed by the person, entity or group which appointed such member until the Declarant no longer has the right to appoint any members of the Committee, and thereafter the remaining members of the Committee shall have full authority to designate such a successor. At any time after the Declarant's right to appoint a majority of the members of the Committee is

terminated, the then record Owners of a majority of the Lots shall have the power, through a duly recorded written instrument, to change the membership of the Committee or to change any of its powers and duties.

Any written notice of appointment or removal duly executed may be filed with the County Recorder of San Diego, and such recordation shall impart notice to all persons of the matters set forth therein.

The term of each member of this Committee, unless earlier terminated as hereinabove stated, shall be three (3) years, which can be extended for additional terms at the discretion and option of the person who made the appointment.

Neither the members of the Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to the provisions of this Declaration.

The Declarant may at any time relieve itself of the obligation of appointing and maintaining said Committee by filing in the Recorder's Office of the County of San Diego, State of California, a notice stating that Declarant has surrendered the powers of appointment and maintenance of said Committee, and upon the recording of such notice, even if not specified therein, said powers and obligations shall immediately vest in the majority of the Owners of the building sites into which portions or all of the Property have been subdivided for single family residential purposes at the time of said recording.

C. ACTION BY COMMITTEE. The three Committee members shall work as a panel, first reviewing plans and specifications submitted as hereinafter stated individually, and then subsequently discussing said plans and specifications jointly. A written approval of two (2) members of the Committee will constitute approval of said preliminary or final submittals as the case may be, or if no notice of rejection is received after thirty (30) days from the date of receipt of said submittals, such inaction shall be deemed to be approval. All decisions of the Committee shall be final. The written approval or notice of rejection of the Committee may be recorded in the Office of the County Recorder of San Diego County, and shall be conclusive evidence of such approval or rejection.

Final acceptance shall be in writing signed by two (2) members of the Committee, and it may be recorded in which case such recordation shall be conclusive evidence of such final acceptance. If no such final acceptance is given or recorded, or if no notice of noncompliance is recorded in the Office of the County Recorder of San Diego County by or on behalf of the Committee within sixty (60) days after receipt by the Committee of a copy of the duly recorded notice of completion of the construction, alteration or placement of any structure upon the building site, then such failure to give or record such acceptance or to file a notice of noncompliance shall be deemed conclusive evidence of final acceptance of the structure by the Committee.

The actions or inactions of the Committee or its agents, when said Committee is exercising its discretion in enforcing this Declaration in good faith, shall not be a basis for damages to any Owner herein or any other person nor shall any such actions or inactions by Declarant or the Committee or any members of the Committee or its agents, individually or collectively, constitute a cause of action for damages or equitable relief to any Owner herein or any other person. Declarant, its successors, or assigns or the Committee or any member of the Committee or its agents, all acting singularly or together, shall not be responsible for any loss or damage or be liable in any other way for any errors or defects, either latent or patent, in the plans and specifications submitted for approval, or any building or structure erected in accordance with such plans and specifications.

D. OWNERS' CONSENT, NOTICES. If the Architectural and Planning Committee, in the performance of its duties, needs or desires the consent, or if this Declaration requires such consent, the Committee shall notify the record Owners of Lots at their last known addresses by United States Mail, certified or registered, postage prepaid. If an Owner has not given a member of the Committee the address to which he would like such notices sent, the Committee shall be deemed to have complied with the notice requirement of this Paragraph as regards such Owner by mailing such notice to the person who appears as the record owner of such Lot on the records of the San Diego County Recorder at the

time of such mailing, addressed to such person at his address indicated on such records. If a meeting of the Owners is to be held, the aforesaid notice shall specify the date, time and location thereof. Such date shall not be less than thirty (30) days from the date the notice is deposited in the United States mail. The notice shall describe the matter to be discussed and any question upon which a vote is to be taken. An Owner may attend the meeting to cast a vote or, in the alternative, send his vote to a member of the Committee by United States Mail, registered or certified, postage prepaid, addressed to the member's last known address of record. Any vote sent by mail shall be valid only if received by the Committee member prior to the date set for the meeting. The consent of a majority of the record Owners shall be sufficient to bind the other Owners or to authorize any act on behalf of the Owners. The record Owners of each legal Lot within Oak Hill Ranch shall have one vote per legal Lot.

E. ARCHITECTURAL PERMIT.

1. An Architectural Permit is required and may be obtained by the architect or designer from the Committee through any of its members. The applicant shall pay for all costs reasonably incurred by the committee in connection with the processing of his application. The permit is valid for one (1) year. It may be renewed for an additional one (1) year upon proper application before the original expires.

2. A permit shall not be required in the event the committee fails to take timely action on an application, as provided in Paragraph C above.

F. SUBMISSION OF PRELIMINARY PLANS. The Owner of each Lot upon which construction is contemplated shall submit to the Committee a set of preliminary working drawings or plans, which shall consist of: a plot plan, floor plan and elevation. Upon review, the Committee may request additional drawings for clarification.

G. SUBMISSION OF FINAL PLANS AND SPECIFICATIONS. Upon approval of the preliminary plans, two sets of final plans and specifications shall be submitted to the Committee for final approval. Such plans and specifications shall describe in detail the floor plan arrangement;

elevations, section structural solutions, use of material, heights and dimensions, site placement, fences, grading, drainage plans, access, landscape and patio plans and any other pertinent data as may be required to fully illustrate the intended design, construction and use. Physical samples of the exterior materials and colors shall also be submitted for approval. Before giving any such final approval the Committee may require that said plans and specifications comply with any such requirements that the Committee may impose as to structural features, types of building materials used, or characteristics not otherwise expressly covered by the provisions herein. The approval by the Committee shall not relieve the Owner from complying with any requirements of any public authority having jurisdiction and shall not constitute any representation or guarantee by the Committee or any member of the Committee or Declarant as to the structural sufficiency of any construction. Approval of the Committee of any plans or specifications shall not be deemed to be a waiver by the Committee of its right to object to any of the features or elements embodied in such plans or specifications if and when the same features or elements are embodied in any subsequent plans and specifications submitted for approval for other building sites.

H. INSPECTION AND CONFORMITY TO PLANS. During and after completion of construction, Declarant or any agent or any member of the Committee may, from time to time, at any reasonable hour or hours, with reasonable notice, enter into and inspect any property subject to this Declaration as to compliance with the approved submittals. Deviations shall be diligently guarded against, and all such deviations or non-conformities set forth in any notice of non-compliance issued by the Committee shall be corrected prior to final acceptance as set forth below. Declarant, the Committee, or any agent thereof, acting in good faith, shall not be deemed guilty of, or become liable for any manner of trespass for such entry or inspection.

I. FINAL ACCEPTANCE. The Owner of each building site agrees that he will not commence using the structure or structures on the building site until final acceptance from the Committee has been

obtained in writing or is deemed to have been given by the Committee's inaction, as provided in Paragraph C above.

J. ENFORCEMENT OF COMMITTEE RULINGS. In the event of the failure of any Owner of a building site to comply with any notice of non-compliance or directive or order from the Committee, then in such event, the Committee shall have the right and authority, after reasonable notice, to perform the subject matter of such directive or order, and the cost of the performance thereof shall be charged to such Owner and may be recovered by the Committee in an action at law against such Owner.

In addition, this Declaration shall be deemed to vest the Committee or Declarant with the right to bring a proceeding in equity to enforce the general and specific intent of this Declaration as follows:

If written notice to the Committee of steps to correct any noncompliance is not given within fifteen (15) days, or if the non compliance is not thereafter cured within a reasonable time from the date notice of such noncompliance is given by the Committee to the Owner of the building site whose act or omission constitutes such non-compliance, the Committee may record such notice of non-compliance and thereafter file a proceeding in equity to restrain said non-compliance or attempted non-compliance.

ARTICLE VIII

SCOPE AND DURATION

All the foregoing covenants and restrictions are imposed upon the Property for the direct benefit thereof and of the Owners of all or any part thereof, as a part of a general plan of improvement, development, building, occupation, and maintenance; and shall run with the land and shall be binding upon all of the Owners of the Property or any part thereof and all persons claiming under them, and continue to be in full force and effect for a period of twenty-five (25) years from the date that this Declaration is recorded. After said period, the covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless an

instrument signed by three-fourths (3/4) of the then Owners of record of Lots in the Property has been recorded, agreeing to amend this Declaration in whole or in part or to terminate said Declaration.

ARTICLE IX

AMENDMENTS

Subject to the limitations set forth hereinabove at Article IV, Section C, Paragraph 8, these restrictions may be amended at any time, and from time to time, by an instrument in writing signed by three-fourths (3/4) of the then Owners of record of Lots in the Property, which said written instrument shall become effective upon its recording in the Office of the County Recorder of San Diego, State of California.

ARTICLE X

INTERPRETATION OF RESTRICTIONS

All questions of interpretation or construction of any of the terms or restrictions herein shall be resolved by the Committee, and its declarant, and its decision shall be final, binding and conclusive upon all the Owners and other parties affected.

ARTICLE XI

BREACH

A. The covenants hereby established shall operate as covenants running with the land. Declarant and/or the Owner of any Lot, including any bona fide purchaser under contract, in the event of a breach of any said restrictions and covenants or a continuance of any such breach, may by appropriate legal proceedings take steps to enjoin, abate or remedy the same. It is hereby agreed that damages are not an adequate remedy for such breach.

B. Every act or omission whereby any of the covenants contained in this Declaration are violated in whole or in part is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable

and may be exercised by Declarant, the Committee or the Owner of any Lot.

C. The remedies herein provided for breach of the covenants contained in this Declaration shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

D. A breach of the covenants contained in this Declaration shall not affect or impair the lien or charge of any bona fide mortgage or deed of trust made in good faith and for value on any building site, provided, however, that any subsequent Owner of a Lot shall be bound by said covenants, whether such Owner's title was acquired by foreclosure or in a trustee's sale or otherwise. A lender who acquired 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 occurred prior to such acquisition of title, but shall be bound by said covenants.

ARTICLE XII

RIGHT TO ENFORCE

The provisions contained in this Declaration shall inure to the benefit of and be enforceable by Declarant, its successors or assigns, or the Owner of any Lot, and each of their legal representatives, heirs, successors or assigns, and the failure to enforce any of such covenants or restrictions herein contained shall in no event be deemed to be a waiver of the right to do so thereafter. In any legal proceeding commenced by anyone entitled to enforce or restrain a violation of this Declaration, or any provision thereof, the losing party or parties shall pay the attorney's fees of the winning party or parties in such amount as may be fixed by the Court in such proceeding.

Any right reserved by Declarant herein is also hereby reserved to Declarant's successors or any entity designated by Declarant in writing, including the Committee. Such designation must be recorded in the Office of the County Recorder of San Diego County.

ARTICLE XIII

SEVERABILITY

In the event that any of the provisions of this Declaration

are held to be invalid or unlawful by a final judgment of a Court of competent jurisdiction, such invalidity or illegality shall not affect the validity of any of the other provisions hereof.

ARTICLE XIV

PROTECTION FOR MORTGAGEES AND TITLE INSURANCE COMPANIES

The owner of any encumbrance for value on any said building site and any corporation insuring the lien of such encumbrance may conclusively presume that no breach exists under these 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 sixty (60) days after the recording of any Notice of Non-Compliance, anything contained herein to the contrary notwithstanding.

For the purpose of making a search upon, or guaranteeing or insuring title to, or any lien on or interest in, any lot of the property, and for the purpose of protecting purchasers and encumbrancers for value and in good faith as against the performance or non-performance of any of the acts in this Declaration authorized, permitted or to be approved by the Committee, the records of the Committee shall be prima facie evidence as to all matters shown by such records; and the issuance of a certificate of acceptance by the Committee showing that the plans and specifications for the improvements or other matters herein provided for or authorized have been approved and that said improvements have been made in accordance therewith shall be prima facie evidence and shall fully justify and protect any title company or persons certifying guaranteeing or insuring said title, or any lien thereon or any interest therein, and shall also fully protect any purchaser or encumbrancer in good faith and for value in acting thereon, as to all matters within the jurisdiction of the Committee.

ARTICLE XV

ANNEXATION OF ADDITIONAL PROPERTY

If at any time the owner of real property contiguous and/or adjacent, and/or within reasonable distance of the real property described in Article I of the Declaration shall agree to hold, sell and convey his property subject to the restrictions, covenants, reservations, or charges set forth in this Declaration, Declarant or the Committee, and three-fourth (3/4) of the Owners of the building sites into which portions or all of the Property has been subdivided for single family residential purposes at that time, shall then and thereafter have power to annex said property to the Property described in Article I of this Declaration by the recordation of a properly executed Declaration of Annexation in the Office of the San Diego County Recorder.

ARTICLE XVI

NUMBER AND GENDER

The masculine, feminine, or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so requires.

IN WITNESS WHEREOF, the Declarant has executed this Declaration on the date shown by its acknowledgment hereinbelow.

Trust Services of America, Inc., a
California corporation, as Trustee
under Declaration Of Trust dated
February 5, 1982,
Successor to Title Insurance And
Trust Company, a California corporation,
as Trustee



Joan Buchanan

Vice President/Mgr.

CAT. NO. NN00133
TO 1948 CA (7-62)
(Corporation)

STATE OF CALIFORNIA
COUNTY OF San Bernardino

June 30, 1986

1400

TITLE INSURANCE
AND TRUST
STANDARD COMPANY

State, personally appeared Joan Buchanan before me, the undersigned, a Notary Public in and for
personally known to me or proved to me on the basis
of satisfactory evidence to be the person who executed
the within instrument as the Vice
President, and

personally known to me or
proved to me on the basis of satisfactory evidence to be
the person who executed the within instrument as the
Secretary of the Corporation
that executed the within instrument and acknowledged
to me that such corporation executed the within instru-
ment pursuant to its by-laws or a resolution of its
board of directors.

WITNESS my hand and official seal.

Signature

Lana K. Fissel



(This area for official notarial seal)

ARTICLE II

0 1440

DEFINITIONS

1. "Building limits" means the area defined by the set-back from the street and side lot lines and a building limit line across the rear of the lots.
2. "Building site" means a single lot as shown on the map of the Property, or a parcel consisting of contiguous portions of any two or more contiguous lots, or all of one lot and parts of one or more lots adjacent thereto, unless the context and circumstances otherwise require; any such building site, however, is subject to the prior written approval of the Architectural and Planning Committee.
3. "Committee" means the Architectural and Planning Committee hereinafter created.
4. "Declarant" shall mean and refer to Trust Services Of America, Inc., a California corporation, as Trustee under Declaration of Trust dated February 5, 1982, successor to Title Insurance And Trust Company, a California corporation, as Trustee, as its successors and assigns.
5. "Declaration" shall mean and refer to this Declaration Establishing Covenants Conditions and Restrictions for Oak Hill Ranch.
6. "Lot" means one of the numbered parcels of real property on the map referred to in ARTICLE I of this Declaration.
7. "Map" means the final, recorded subdivision map referred to in Article I of this Declaration.
8. "Owner" means the record holder(s) of title to a Lot.
9. "Property" means all or any portion of the real property described in Article I of this Declaration.
10. "Set-back" means the minimum distance between the residence or other structure and a given street or line.
11. "Street" means any street, highway or other thoroughfare shown on the map referred to in Article I of this Declaration, whether designated thereon as street, avenue, boulevard, place, drive, road, terrace, way, lane, circle, or otherwise.

ARTICLE III

BASIC RESTRICTIONS

- A. USE OF PROPERTY. No building shall be erected, constructed,

altered, or maintained on any Lot other than a residence for a single family (including guests and household servants) with customary and suitable outbuilding as permitted by law and the Architectural and Planning Committee.

B. LOCATION OF STRUCTURES. Construction of any and every nature shall be confined to and take place only within the building limits of each building site. The location and design of swimming pools, covered gameben, and other outbuilding, as well as the main structures upon each of the building sites must be approved in writing by the Committee prior to any construction or preparation for construction thereon.

C. HEIGHT LIMITATIONS. No structures shall be placed or landscape materials allowed to grow upon any of the Lots in such a manner as to substantially impair the view from adjacent Lots. The term "structures" shall include fences.

D. CHANGING GRADES, SLOPES AND DRAINAGE. No change in the established grade or elevation of said Lots, and no change in the established slope or ratio of the cuts and fills, which alters established drainage patterns shall be permitted without the prior written consent of the Committee and without the prior written approval of the County Building Department. For the purpose hereof, established drainage patterns are defined as the drainage patterns existing at the time the grading of the Property was completed in conformity with the grading plan heretofore approved by the County. No drainage shall be allowed to drain over any banks.

Declarant hereby reserves the right to make any all cuts and fills on the Property and on the building sites included therein, and to do such grading as in its judgment may be necessary to grade streets and Lots designated or delineated upon the Map of the Property or any part thereof.

Each of the Owners of the Lots covenants to permit free access by Declarant and Owners of adjacent Lots to slopes or drainageways located on his property when such access is required for the maintenance or permanent stabilization of said slopes, or maintenance of the drainage

facilities or for the protection and use of property other than the Lot on which the slope or drainage way is located.

E. WELLS, DERRICKS AND MINES. Water wells may be installed and maintained; however, no wells for the production of, or from which there is produced, oil or gas shall be operated upon any Lots; nor shall any machinery, appliance or structure be placed, operated or maintained thereon for use in connection with any trading, manufacturing or repairing business. No mining or quarrying operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Lot.

F. NUISANCE AND NON-COMFORMITY. No noxious or offensive trade or activity shall be carried on upon the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Owners or occupants of the Property, including but not limited to the storage of any materials which might create an insect pest control problem, or the ill-maintenance of any plant or landscape materials.

1. **Temporary Structures.** No tents, shacks, trailers, basement, garage or outbuildings 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.

2. **Signs.** No signs of any kind, or other advertising device of any character, for any purpose or use whatsoever, shall be erected, posted, pasted, painted, displayed or maintained on the Property, except that (a) on any one Lot or building site one sign, not larger than eighteen (18) by Twenty-four (24) inches, advertising the Lot for sale or lease, may be erected and maintained; (b) Declarant or its agents may erect and maintain on any portion of the Property which it owns such signs and other advertising devices as it may deem necessary or proper in connection with the conduct of its operations for the development, improvement, subdivision or sale of the Property, until such time as Eighty-Five percent (85%) of the Lots are sold or Three (3) years after the issuance of the Final Public Report for the Project, whichever first occurs.

3. **Upkeep of Real Property.** Each Lot Owner covenants to keep,

maintain, water, plant and replant all areas, slopes, banks, rights of way and set-back areas located on his Lot so as to prevent erosion and to present an attractive, clean, sightly and wholesome appearance at all times.

4. **Storage of Materials, Junk, Trash and Manure.** The storage of or accumulation of junk, trash, manure and other offensive or noxious materials is specifically prohibited. No burning shall be permitted except in fireplaces or barbecues.

5. **Storage of Cars, Trailers, Campers, Boats, Etc.** No house trailer, living trailer, self-propelled vehicle, boat or boat trailer of any type shall be parked on any street, either temporarily or permanently.

6. **Use of Garages.** No dwelling shall be constructed or maintained on a building site without a garage large enough to contain two standard sized automobiles, which garage shall be used to park the automobiles and/or other vehicles belonging to the Owner or occupants of the building site, and for other purposes not incompatible with such use. Automobiles are to be kept in the garage when not in use. The use of carports in place of garages is specifically prohibited.

7. **Water Softeners and Air Conditioning Equipment.** No water softener which discharges effluent brine into the sewage system shall be installed or maintained for use in connection with any building on the Property unless it is appropriately screened from exterior view. The type of water softener and a plan for its screening must be approved by the committee prior to installation. The location of air conditioning units must be approved by the Committee prior to installation.

8. **GARBAGE AND REFUSE DISPOSAL.** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

9. **SEWAGE DISPOSAL.** Every Owner shall, prior to, or concurrently with, the construction of any residential dwelling on any Lot, install a septic tank system and related devices in accordance with the requirements, standards, and recommendations of the governmental agencies having

jurisdiction. Approval of such system and devices as installed shall be obtained from such authority.

10. **WATER SUPPLY** No individual water supply system shall be permitted on any lot unless such system is located, constructed, and equipped in accordance with the requirements, standards, and recommendations of the governmental agencies having jurisdiction. Approval of such system as installed shall be obtained from such authority.

9. **DILIGENCE IN CONSTRUCTION.** The work of constructing and erecting any building or structure shall be prosecuted diligently and continuously from the commencement thereof until the same is completed. All structures shall be suitably painted, colored or stained immediately upon construction as per plans and specifications. The construction schedule shall be submitted as a part of the plans and specifications and shall be subject to the approval of the committee. A licensed general contractor shall be required and be responsible on all construction.

H. **TREES, SHRUBS, WITHIN SET-BACK AND EASEMENTS.** No trees, shrubs, or other natural elements affecting the environment of the area shall be placed, removed, trimmed or cut without the written approval of the committee.

Declarant hereby reserves the right to enter upon any of the lots at any time to inspect and control the plants, trees and seed thereon and also to inspect for and control insect pests. This right shall be exercised in the following manner: If, after notice to the Owners from Declarant of the existence of infected plants, tree diseases, or insect pests, the Owner fails or neglects to take such measures for the eradication or control of the same as Declarant may deem necessary for the protection of the Property, Declarant may thereupon enter thereon and, at the expense of the Owner thereof, destroy or remove infected or diseased plants and/or trees, and/or spray the same, and/or take such other measures as may be deemed necessary in the opinion of the Declarant to protect the Property from the spread of such infection and/or pests; and Declarant shall not thereby be deemed guilty of any manner or trespass.

I. EASEMENTS AND RIGHTS OF WAY. The Property and the building sites included thereon are subject to such easements and rights of way for erecting, constructing, maintaining and operating public sewers, and poles, wires and conduits for lighting, heating, power, telephone, television and any other method of conducting and performing any public or quasi-public utility service or function beneath the surface of the ground, as such easements and rights of way are more particularly set forth on the Map, referred to in Article I of this Declaration, or on any such map recorded subsequent thereto.

ARTICLE IV

ARCHITECTURAL STANDARDS AND CONTROLS

A. SUBDIVISION STANDARDS. These restrictions have neither the intent nor purpose to in any way affect the subdivision standards which are set up by the County of San Diego or the California Department of Real Estate. The Declarant and/or its agents as subdividers shall have the sole responsibility of developing the planning, engineering and execution of the subdivision and development of the Property prior to land sales. It will be the Declarant's responsibility to coordinate and meet the State and County requirements for said subdivision.

B. ON SITE CONSTRUCTION

1. Set-backs. The front set-backs shall conform to County requirements per the grading plan approved by the County relating to the Property. The side and rear yard set-backs shall be a minimum of One Hundred (100) feet along the entire side and rear yard areas.

2. Location on Lots. The location of the structure or structures on the building site and the landscaping shall bear such an over-all relation to the adjacent Lots as to create and aesthetically pleasing overall appearance and to maintain views.

3. Fences. All fences, including the location, style, material color, height, and function thereof, shall be subject to the written approval of the Committee prior to installation thereof. The Committee shall consider the topography of the land and the maintenance of views before granting such approval. The Owner will maintain and

keep in good condition and repair the fences located on his building site. If the Owner fails or refuses to fully and faithfully comply with and conform to the provisions of this section, then Declarant shall have the right to enter upon said Lot and perform such work as may be necessary to fulfill the requirements of this section, charging the cost thereof to the Owner.

C. BASIC STRUCTURAL REQUIREMENTS

1. **Type and Character of Design.** The exterior building design of all buildings shall be encouraged to be of ranch, Spanish, or early California styling and character. Exterior design in each case shall be compatible to the rural atmosphere of Oak Hill Ranch and subject to approval by the Committee, in its sole discretion. Decisions of the Committee shall be final.

2. **Colors.** All exterior colors, textures and materials, including roofs, must be set forth in the plans and specifications and approved in writing by the Committee prior to construction. Color Plans and specifications shall be coded or marked so as to indicate where the colors are to be used upon the finished dwelling. Careful consideration of the adjacent and surrounding lots, as well over-all subdivision appearance will be the basis for approval or denial of such color schemes.

3. **Size Requirements.** No residence shall be erected on the Property having a total floor area of the main structure, exclusive of open porches, garages, patios, exterior stairways and landings of less than Two Thousand (2,000) square feet.

4. **New Materials Only and New Structures Only.** No second hand material shall be used in the construction of any buildings or structure without the prior written approval of the Committee, and all buildings and fences which are of frame construction shall be painted or stained with at least two coats upon completion.

No buildings of any kind shall be moved from any other place to any of said building sites, or from one building site to another without prior written permission from the Committee.

5. **Height Limitations.** No building shall exceed Twenty-Eight (28) feet from the ground or pad level without the written approval

of the Committee. On the Lots where site conditions warrant, multi-story or split-level floor plans may be considered by the Committee. Balconies or decks shall be no higher than floor level.

6. Painting. All exterior wood and manufactured surfaces with the exception of brick shall be painted or stained.

7. Roof Design, Pitch and Materials. Five (5) and Twelve (12) maximum pitch shall be used. No flat roofs or rock roofs shall be permitted, except where the design concept in the opinion of the Committee is not detrimental to the environmental character of the adjacent Lots or the subdivision. The roofing materials to be used shall be mission tile, clay fired flat tile or concrete flat tile products, or extra heavy hand split cedar shakes. Other quality roofing materials may be submitted for review by the Committee, but in no event will composition shingles be used.

8. Fire Protection. Prior to the issuance of a building permit for each lot, each building shall have an approved plan for installation of a minimum Five Thousand (5,000) gallon water storage tank and a built-in automatic fire protection sprinkler system, and/or such other fire protection requirements as are required by the County of San Diego or the Julian/Cuyamaca Fire Protection District, which is empowered to enforce such fire protection requirements. This restriction may not be removed or amended without the express, advance written permission of the County of San Diego or the Julian/Cuyamaca Fire Protection District.

ARTICLE V

ALTERATIONS, ADDITIONS, REMODELING, REDECORATION

OF EXTERIOR PORTIONS OF STRUCTURE

The materials used for any alteration must harmonize and compliment the original building or buildings.

ARTICLE VI

ROAD MAINTENANCE AGREEMENT

Except for those improvements and maintenance for which a public authority is responsible, the Owners of Lots within Oak Hill Ranch shall be responsible for the improvement and maintenance of the roads known as Black Oak Lane and Englemann Lane, as more particularly described on the subdivision Map referred to in Article I of this Declaration, and any security gates installed on such roads, pursuant to the following terms and conditions:

A. COMMITTEE'S AUTHORITY. The Architectural and Planning Committee shall be responsible for recommending repairs, maintenance and improvements of the roads and gates herein described to the Owners. Such recommendations may include bids and estimated cost of the repair, maintenance or improvement. Upon consent of the majority of Owners, the Committee shall be authorized, on behalf of the Owners, to contract for and oversee such approved repairs, maintenance, or improvements.

B. MAINTENANCE DEFINED. The improvement, maintenance, and repairs to be undertaken and performed under this Declaration shall include filling chuck holes, resurfacing, and such other improvements and maintenance as may be necessary to keep the roads and gates in good condition.

C. LIABILITY FOR EXPENSES. The Owners shall share equally in the cost and expenses of improvements, repairs and maintenance authorized pursuant to this Declaration. Costs and expenses related to any roads and gates not specifically described herein, which are developed by subdivision or otherwise, improved, or maintained within any Lot, shall not be governed by this Declaration, but shall be the sole responsibility of the Owner of any such Lot or parcel within such Lot.

D. PERSONAL INJURY AND PROPERTY DAMAGE LIABILITY. Any liability of the Owners for personal injury to any worker employed to make repairs under this Declaration, or to third persons, as well as liability of the Owners for damage to the personal Property of any such worker, or any third person, as a result of or arising out of repairs and maintenance

under this Declaration, shall be borne equally among the Owners. Each Owner shall be responsible for and maintain his own insurance, if any. It is not the intent of this Paragraph to provide for sharing of liability among the Owners with respect to any personal injury or property damage other than that attributable to the road and gate repairs and maintenance undertaken under this Declaration.

E. **INDEMNITY.** Each of the Owners agrees to indemnify the others from any and all liability for injury to himself or damage to his property when such injury or damage results from, arises out of, or is attributable to, any maintenance or repairs undertaken pursuant to this Declaration.

ARTICLE VII

ARCHITECTURAL AND PLANNING COMMITTEE

A. **PURPOSE AND FUNCTIONS.** The purpose of the Architectural and Planning Committee is to achieve and maintain an aesthetically attractive subdivision. The function of the Committee is to enforce the restrictions herein by the review of plans and specifications submitted for approval, and by inspections of actual construction and progress to insure conformity with the plans and specifications as approved. It is not the intent of the Declarant to deprive the individual Owner from having a home of unique design, but to protect the subdivision as a whole, and the individuals comprising the same, from undesirable construction. In this connection, in the case of hardship, or other good reason, exceptions to any of the restrictions contained in any portion of this Declaration may be made by the Committee at any time after proper application therefor in writing.

B. **COMMITTEE MEMBERS, ORGANIZATION AND TERM.** The Architectural and Planning Committee shall consist of three (3) members. A majority of the Committee may designate a representative to act on its behalf. The Declarant shall appoint all of the original members of the Committee and all replacements until the first (1st) anniversary of the issuance of a final public report for the subdivision. The initial members shall be:

Name	Address
Mr. Robert C. Lytle	P.O. Box 9410 Anaheim, CA 92802
Ms. Sherry Gabriele	5567 Reseda Blvd., Ste. 218 Tarsana, CA 91356
Mr. Stephen Wendell	P.O. Box 1326 Julian, CA 92036

The Declarant reserves to itself the power to appoint a majority of the members of the Committee until ninety percent (90%) of all the Lots in the subdivision have been sold or until the fifth (5th) anniversary of the issuance of the final public report for the subdivision, whichever occurs first. After one year from the date of issuance of the original public report for the subdivision, the Owners other than Declarant shall have the power to appoint one (1) member to the Committee until ninety percent (90%) of all the Lots in the subdivision have been sold or until the fifth (5th) anniversary date of the issuance of the final public report for the subdivision, whichever first occurs. Thereafter, the Owners other than Declarant shall have the power to appoint all of the members of the Committee. Members appointed to the Committee by the Owners other than Declarant shall be Owners of a Lot in the subdivision. Members appointed to the Committee by Declarant need not be Owners of Lots in the subdivision; however, all persons appointed to the Committee by Declarant must be actively engaged and/or experienced in land development, land planning, architecture, engineering or such other associated fields as would lend background and experience to such person to judge the intent of these restrictions and the conformity of the plans submitted for review and approval. In the event of death or resignation of any member of the Committee, the successor shall be appointed by the person, entity or group which appointed such member until the Declarant no longer has the right to appoint any members of the Committee, and thereafter the remaining members of the Committee shall have full authority to designate such a successor. At any time after the Declarant's right to appoint a majority of the members of the Committee is

terminated, the then record Owners of a majority of the lots shall have the power, through a duly recorded written instrument, to change the membership of the Committee or to change any of its powers and duties.

Any written notice of appointment or removal duly executed may be filed with the County Recorder of San Diego, and such recordation shall impart notice to all persons of the matters set forth therein.

The term of each member of this Committee, unless earlier terminated as hereinabove stated, shall be three (3) years, which can be extended for additional terms at the discretion and option of the person who made the appointment.

Neither the members of the Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to the provisions of this Declaration.

The Declarant may at any time relieve itself of the obligation of appointing and maintaining said Committee by filing in the Recorder's Office of the County of San Diego, State of California, a notice stating that Declarant has surrendered the powers of appointment and maintenance of said Committee, and upon the recording of such notice, even if not specified therein, said powers and obligations shall immediately vest in the majority of the Owners of the building sites into which portions or all of the Property have been subdivided for single family residential purposes at the time of said recording.

C. ACTION BY COMMITTEE. The three Committee members shall work as a panel, first reviewing plans and specifications submitted as hereinafter stated individually, and then subsequently discussing said plans and specifications jointly. A written approval of two (2) members of the Committee will constitute approval of said preliminary or final submittals as the case may be, or if no notice of rejection is received after thirty (30) days from the date of receipt of said submittals, such inaction shall be deemed to be approval. All decisions of the Committee shall be final. The written approval or notice of rejection of the Committee may be recorded in the Office of the County Recorder of San Diego County, and shall be conclusive evidence of such approval or rejection.

Final acceptance shall be in writing signed by two (2) members of the Committee, and it may be recorded in which case such recordation shall be conclusive evidence of such final acceptance. If no such final acceptance is given or recorded, or if no notice of noncompliance is recorded in the Office of the County Recorder of San Diego County by or on behalf of the Committee within sixty (60) days after receipt by the Committee of a copy of the duly recorded notice of completion of the construction, alteration or placement of any structure upon the building site, then such failure to give or record such acceptance or to file a notice of noncompliance shall be deemed conclusive evidence of final acceptance of the structure by the Committee.

The actions or inactions of the Committee or its agents, when said Committee is exercising its discretion in enforcing this Declaration in good faith, shall not be a basis for damages to any Owner herein or any other person nor shall any such actions or inactions by Declarant or the Committee or any members of the Committee or its agents, individually or collectively, constitute a cause of action for damages or equitable relief to any Owner herein or any other person. Declarant, its successors, or assigns or the Committee or any member of the Committee or its agents, all acting singularly or together, shall not be responsible for any loss or damage or be liable in any other way for any errors or defects, either latent or patent, in the plans and specifications submitted for approval, or any building or structure erected in accordance with such plans and specifications.

D. OWNERS' CONSENT, NOTICES. If the Architectural and Planning Committee, in the performance of its duties, needs or desires the consent, or if this Declaration requires such consent, the Committee shall notify the record Owners of Lots at their last known addresses by United States Mail, certified or registered, postage prepaid. If an Owner has not given a member of the Committee the address to which he would like such notices sent, the Committee shall be deemed to have complied with the notice requirement of this Paragraph as regards such Owner by mailing such notice to the person who appears as the record owner of such Lot on the records of the San Diego County Recorder at the

time of such mailing, addressed to such person at his address indicated on such records. If a meeting of the Owners is to be held, the aforesaid notice shall specify the date, time and location thereof. Such date shall not be less than thirty (30) days from the date the notice is deposited in the United States mail. The notice shall describe the matter to be discussed and any question upon which a vote is to be taken. An Owner may attend the meeting to cast a vote or, in the alternative, send his vote to a member of the Committee by United States Mail, registered or certified, postage prepaid, addressed to the member's last known address of record. Any vote sent by mail shall be valid only if received by the Committee member prior to the date set for the meeting. The consent of a majority of the record Owners shall be sufficient to bind the other Owners or to authorize any act on behalf of the Owners. The record Owners of each legal Lot within Oak Hill Ranch shall have one vote per legal Lot.

E. ARCHITECTURAL PERMIT.

1. An Architectural Permit is required and may be obtained by the architect or designer from the Committee through any of its members. The applicant shall pay for all costs reasonably incurred by the committee in connection with the processing of his application. The permit is valid for one (1) year. It may be renewed for an additional one (1) year upon proper application before the original expires.

2. A permit shall not be required in the event the committee fails to take timely action on an application, as provided in Paragraph C above.

F. SUBMISSION OF PRELIMINARY PLANS. The Owner of each Lot upon which construction is contemplated shall submit to the Committee a set of preliminary working drawings or plans, which shall consist of: a plot plan, floor plan and elevation. Upon review, the Committee may request additional drawings for clarification.

G. SUBMISSION OF FINAL PLANS AND SPECIFICATIONS. Upon approval of the preliminary plans, two sets of final plans and specifications shall be submitted to the Committee for final approval. Such plans and specifications shall describe in detail the floor plan arrangement;