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FILE/PAGE NO. 86-396294
BOOK 1980
RECORDED REQUEST OF

TITLE INSURANCE AND TRUST

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PUEBLO VIEJO OWNERS ASSOCIATION

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration"), made on the date hereinafter set forth by SEAWIND DEVELOPMENT CO., INC., a California corporation ("Declarant"), is made with reference to the following facts:

RECITALS

A. Declarant is the owner of the real property ("Real Property") located in the County of San Diego, State of California, described on Exhibit A attached hereto and by this reference made a part hereof.

B. Declarant intends to establish upon the Real Property a condominium development under the provisions of the California Condominium Act, and to impose upon the Real Property mutually beneficial restrictions under a general plan of improvement for the benefit of all of the condominiums in the development and their owners.

C. The development is referred to herein as the "Project." The Project will contain seven (7) condominiums, and the owner of a condominium will receive separate title to his individual unit, plus an undivided interest as tenant-in-common in the Common Area (as hereinafter defined), plus an appurtenant membership in PUEBLO VIEJO OWNERS ASSOCIATION, an unincorporated association formed by this Declaration for the purposes of administering and controlling the Common Area.

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D. Declarant hereby establishes by this Declaration a plan for the ownership of real property estates consisting of the separate individual ownership of the area contained in each unit, as well as the co-ownership, as tenants-in-common and as hereinafter set forth, of the Common Area.

NOW, THEREFORE, Declarant hereby declares that the Real Property shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold, and improved, subject to the following declarations, limitations, covenants, conditions, restrictions, and easements, all of which are for the purpose of enhancing and protecting the value and attractiveness of the Project, and every part thereof, in accordance with the plan for its improvement and the division thereof into condominiums. All of the limitations, covenants, conditions, restrictions and easements shall constitute covenants which shall run with the land and shall be binding upon Declarant and its successors and assigns, and all parties having or acquiring any right, title or interest in or to any part of the Project.

ARTICLE I

DEFINITIONS

1. "ASSESSMENT" means that portion of the cost of maintaining, improving, repairing, operating and managing the Project which is to be paid by each unit owner as determined by the Association.
2. "ASSOCIATION" means PUEBLO VIEJO OWNERS ASSOCIATION, an unincorporated association.
3. "BOARD" or "BOARD OF DIRECTORS" means the governing body of the Association.
4. "COMMON AREA" means those portions of the Project not constituting the individual condominium units. The

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Common Area therefore includes, without limitation, those of the following which may be located within the Project: land; stairs; storage areas; bearing walls, columns, girders, subfloors, floors, roofs, and foundations; central heating and central air-conditioning equipment, reservoirs, tanks, pumps, motors, ducts, flues and chutes; conduits, pipes, plumbing, wires and other utility installations (except the outlets thereof when located within the unit) required to provide power, light, telephone, gas, water, sewerage, drainage, heat, air-conditioning and elevator service; sprinklers, sprinkler pipes, and sprinkler heads which protrude into the air-space of a condominium unit; central television antenna.

5. "COMMON EXPENSES" means the actual and estimated expenses of operating the Project and any reasonable reserve for such purposes as found and determined by the Board, and all sums designated common expenses by or pursuant to this Declaration.

6. "COMMON INTEREST" means the proportionate undivided interest in the Common Area which is appurtenant to each unit as set forth in this Declaration.

7. "CONDOMINIUM" means an estate in real property as defined in California Civil Code Section 783, consisting of separate title to a unit and an undivided interest in a commonly owned area. The ownership of each condominium shall include ownership of a unit and an undivided interest in the Common Area, and shall also include membership in the Association. Each unit shall be a separate freehold estate consisting of the space described and defined in Article II, paragraph 2.a. of this Declaration. Each unit includes portions of any improvement so described and the air-space so encompassed.

8. "CONDOMINIUM BUILDING" means a residential structure containing the living area of a unit.

9. "CONDOMINIUM PLAN" means the recorded diagrammatic floor plan of buildings and area within the Project, which identifies one or more units and shows their dimensions pursuant to Civil Code Section 1351.

10. "DECLARANT" means SEAWIND DEVELOPMENT CO., INC., a California corporation.

11. "DECLARATION" means this Declaration of Covenants, Conditions and Restrictions, as may be amended from time to time.

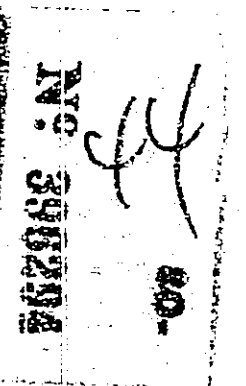
12. "GOVERNING DOCUMENTS" means and includes this Declaration, the Bylaws of the Association, and the rules and regulations for the members as established by the Association from time to time.

13. "INSTITUTIONAL LENDER" means any bank, savings and loan association, insurance company, or other financial institution holding a recorded first mortgage on a condominium in the Project.

14. "MEMBER" means and refers to a person entitled to membership in the Association as provided herein. Whenever "member" or "membership" is used in this Declaration for the purpose of determining quorums, percentages, or minimum or maximum numbers for voting as specified in this Declaration, all persons who are members because of their joint ownership of a particular condominium shall be counted as one.

15. "MORTGAGE" shall include a deed of trust as well as a mortgage. A "first mortgage" shall mean a mortgage or deed of trust which is recorded, which has first priority over all other mortgages and deeds of trust, and which was made in good faith and for value.

16. "MORTGAGEE" shall include a beneficiary or a holder of a deed of trust as well as a mortgagee.



17. "MORTGAGOR" shall include the trustor of a deed of trust as well as a mortgagor.

18. "OWNER" means and refers to the record holder or holders of title, if more than one, of a fee simple interest in a condominium in the Project. "Owner" shall include contract sellers, but shall exclude persons or entities having an interest merely as security for the performance of an obligation. Whenever "owner" is used in this Declaration for the purpose of determining quorums, percentages, or minimum or maximum numbers for voting as specified in this Declaration, all of the owners of a particular condominium shall be counted as one.

19. "PERSON" means a natural person, a corporation, a partnership, a trustee, or any other legal entity.

20. "PROJECT" means the Real Property, including all structures and improvements located and to be located thereon.

21. "REAL PROPERTY" means the real property located in the County of San Diego, State of California, described on Exhibit A attached hereto and by this reference made a part hereof.

22. "RESTRICTED COMMON AREA" means those portions of the Common Area set aside for the exclusive use of the owners of a particular unit. Restricted Common Areas are shown on the Condominium Plan, and include balcony and patio areas.

23. "UNIT" means the elements of a condominium which are not owned in common with other owners of condominiums in the Project. As is more particularly described in Article II, paragraph 2.a. below, a unit consists of a living area.

ARTICLE II

DESCRIPTION AND DIVISION OF PROJECT

1. Description of Project. The Project consists of the Real Property and all improvements located and to be located thereon. Condominium buildings and other appurtenances and facilities are located or will be located on the Real Property. Reference is made to the Condominium Plan to supply further details concerning the Project.

2. Division of Project. The Project is divided into units and Common Area as follows:

a. Units: Each of the units is separately shown, numbered and designated on the Condominium Plan which is applicable to the Project and recorded in the Office of the County Recorder of the county where the Project is located. A unit consists of the living area bounded by and contained within the interior unfinished surfaces of the perimeter walls, floors, ceilings, windows, and doors of the condominium building in which such area is located. Each unit includes the portions of any building so described and the air-space so encompassed. A unit does not include those areas and things which are herein defined as "Common Area." Each unit is subject to such encroachments as are contained in the condominium building, whether the same now exist or may be later caused or created in any manner permitted by this Declaration. In interpreting deeds and plans, the then existing physical boundaries of a unit, whether in its original state or reconstructed in substantial accordance with the original plans thereof, shall be conclusively presumed to be its boundaries rather than the boundaries expressed in the deed or plan, regardless of settling or lateral movement of the building and regardless of minor variances between boundaries shown on the plan or deed, and those of the building.

b. Common Area: The remaining portion of the Project is the "Common Area." The ownership of each condominium shall include a unit and a one-seventh (1/7th) undivided common interest in the Common Area. The common interest appurtenant to each unit is declared to be permanent in character and cannot be altered without the consent of all the unit owners affected, and the first mortgagees of such unit owners, as expressed in an amendment to this Declaration. A common interest cannot be separated from the unit to which it is appurtenant.

c. Restricted Common Area: Any portion of the Common Area which is referred to as a "Restricted Common Area" on the Condominium Plan is hereby set aside and allocated for the exclusive use of the owners of the unit to which the Restricted Common Area is assigned on the Condominium Plan. Such exclusive use shall be in accordance with the provisions of the governing documents. Restricted Common Areas include balcony and patio areas.

d. No Separate Conveyance of Common Interests: The foregoing common interests are hereby established and are to be conveyed with the respective units as indicated above, cannot be changed, except as herein set forth, and Declarant, its successors, assigns and grantees covenant and agree that the common interests and the fee title to the respective units conveyed therewith shall not be separated or separately conveyed. Each common interest shall be deemed to be conveyed or encumbered with its respective unit even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to the unit.

3. Partition Prohibited. The Common Area shall remain undivided as set forth above, and except as provided by California Civil Code Section 1354, no owner shall bring any action for partition, it being agreed that this restriction

is necessary in order to preserve the rights of the owners with respect to the operation and management of the Project. Judicial partition by sale of a single unit owned by two or more persons and division of the sale proceeds is not prohibited hereby, but partition of title to a single unit is prohibited.

ARTICLE III

MANAGEMENT AND ADMINISTRATION

The management of the Common Area shall be vested in the Association upon the recording of this Declaration in the Office of the County Recorder of the county where the Project is located. The owners of all the condominiums covenant and agree that the administration of the Project shall be in accordance with the provisions of the governing documents.

ARTICLE IV

AUTHORITY OF ASSOCIATION

In addition to the duties and powers enumerated elsewhere in this Declaration, without limiting the generality thereof, and in addition to any powers otherwise provided by law, the Association shall have the right and authority to:

1. Maintain, repair, replace, restore, operate and manage all of the Common Area and all facilities, improvements, furnishings, equipment and landscaping thereon, and all property that may be acquired by the Association, and establish an adequate reserve fund for repair, replacement and restoration thereof.
2. Obtain, for the benefit of all of the condominiums, all water, gas and electric service, refuse collection, and janitorial service in connection with the Common Area.

3. Grant easements where necessary for utilities, services and sewer facilities over the Common Area to serve the Common Area and the condominiums.

4. Secure, if available, (i) appropriate fidelity bond coverage (naming the Association as obligee) for any person or entity handling funds of the Association, including but not limited to employees of any manager or managing agent; (ii) insurance for the protection of its directors and officers from personal liability in the management of the Association's affairs; and (iii) such other policy or policies of insurance as the Board of Directors deems necessary or desirable in protecting the interest of the Association and its members.

5. Discharge by payment, if necessary, any lien against the Common Area, and assess the cost thereof to the member or members responsible for the existence of said lien.

6. Adopt reasonable rules not inconsistent with this Declaration relating to the use of the Common Area, all facilities located thereon, and the conduct of owners and their tenants and guests with respect to the Common Area.

ARTICLE V

MAINTENANCE BY ASSOCIATION

The Association shall provide maintenance of the condominiums as follows: paint, maintain, repair and replace roof, exterior building surfaces (other than exterior window glass surfaces of a condominium building), landscaping, recreational facilities and the other portions of the Common Area. In the event that the need for maintenance or repair of any area subject to maintenance by the Association is caused by any owner, his family or tenants, or any invitees of any such persons, the cost of such maintenance or repair

in excess of insurance proceeds payable to the Association for such maintenance or repair shall be paid by such owner, and such amount shall be a special assessment to which such owner's condominium is subject.

ARTICLE VI

MEMBERSHIP AND VOTING RIGHTS

1. Membership. The owner of a condominium shall automatically, upon becoming the owner of same, be a member of the Association, and shall remain a member thereof until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically cease.

2. Transferred Memberships. Membership in the Association shall not be transferred, pledged, or alienated in any way, except upon the sale or encumbrance of the condominium to which it is appurtenant, and then only to the purchaser (in the case of a sale) or mortgagee (in the case of an encumbrance) of such condominium. Any attempt to make a prohibited transfer is void. In the event the owner of any condominium should fail or refuse to transfer the membership registered in his name to the purchaser of his condominium, the Association shall have the right to record the transfer upon its books, and thereupon the old membership outstanding in the name of the seller shall be null and void. Within three days of the transfer of any condominium, the transferor and transferee thereof must each notify the Board of Directors of the transfer.

3. Membership Classes and Voting Rights.

a. Class A Membership: Class A members shall be all owners (with the exception of the Declarant while Class B membership is in existence). Each unit shall be entitled to one vote. When more than one person is an owner of a particular unit, all such persons shall be members, and the

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vote for such unit shall be exercised as the majority of such persons among themselves determine. In no event shall more than one vote be cast with respect to any unit, and in no event shall the vote of any unit be split. The owner (or valid proxy) exercising the vote for any unit at a meeting shall be conclusively presumed to be voting in the manner determined by the majority of the owners of that unit unless the Association is otherwise notified in writing prior to the meeting, or an objection is made by another owner of that unit from the floor of the meeting.

b. Class B Membership: The Class B member shall be the Declarant, who shall be entitled to vote as follows: Voting shall be the same as for Class A memberships, except that the Class B member shall have three votes for each unit owned by it. The Class B membership shall be converted to Class A membership and shall cease to exist on the occurrence of whichever of the following is first in time:

(1) When the total outstanding votes held by Class A members equals the total outstanding votes held by the Class B member (tripled as stated above); or

(2) The date of the second anniversary of the original issuance of the final subdivision public report for the Project.

Upon conversion of Class B membership to Class A membership, the provisions of the governing documents which require the vote or written assent of both classes of the voting membership shall require the stated action by Class A membership only; provided, however, that except for votes or written assents involving the amendment of the governing documents, the vote or written assent of the Declarant shall be excluded whenever the Declarant holds or directly controls twenty five percent (25%) or more of the voting power of the Association.

4. Vesting of Voting Rights. Voting rights of a unit shall vest upon the levy of annual assessments against such unit.

ARTICLE VII

ASSESSMENTS

1. Creation of the Lien and Personal Obligations of Assessments. The Declarant, for each condominium within the Project, hereby covenants, and each owner of any condominium by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges (payable annually in twelve (12) equal monthly installments), and (2) special assessments for capital improvements and as hereafter set forth, such assessments to be established and collected as hereafter provided. Each annual and special assessment, together with late charges, interest, costs, and reasonable attorneys' fees incurred by the Association in collecting any delinquent assessments, late charges, interest, or costs, shall be a charge on the condominium and shall be a continuing lien upon the condominium against which each such assessment is made, the lien to become effective upon recordation of a notice of assessment. Each such assessment, together with late charges, interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of such condominium at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them. No owner of a condominium may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the Common Area or by the abandonment of his condominium.

2. Commencement of Annual Assessments. The annual assessments for the condominiums in the Project shall be levied and commence upon the first day of the first calendar month following the close of escrow for the first sale of a condominium in the Project.

3. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Project, for the improvement and maintenance of the Common Area for the common good of the Project, and for other Association expenses.

4. Determining Annual Assessments. Within one hundred twenty (120) days before the close of each fiscal year of the Association, the Board of Directors shall determine the expenditure budget for the Association for the next succeeding fiscal year. The expenditure budget shall include all expenses of the Association, including reasonable adequate reserve funds for contingencies and for maintenance, repairs, and replacement of those elements of the Common Area and other property owned by the Association that must be replaced on a periodic basis. The amount so determined (less any surplus expected to be on hand from the prior year's expenditure budget) shall be the total Project annual assessment. The Board may appoint a Finance Committee to assist in the determination of the expenditure budget. A copy of the expenditure budget shall be distributed to each member of the Association not less than sixty (60) days before the beginning of the fiscal year.

5. Procedure for Increasing Annual Assessments. From and after January 1 of the year immediately following the first conveyance of a condominium to an owner, the Board of Directors may, without a vote of the membership, increase the annual assessment each year by not more than twenty percent (20%) above the annual assessment for the previous

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year. An increase in the annual assessment by more than said twenty percent (20%) amount shall require the vote or written assent of a majority of the voting power of the Association residing in members other than the Declarant.

6. Annual Assessments - Miscellaneous. As stated in Article VII, paragraph 2 above, the annual assessments provided for herein shall commence as to condominiums within the Project on the first day of the month following the first conveyance of a condominium in the Project. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. Written notice of the annual assessment shall be sent to every owner subject thereto. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by a Director of the Association setting forth whether the assessments on a specified unit have been paid. A properly executed certificate of the Association as to the status of assessments on a unit is binding upon the Association as of the date of its issuance.

7. Special Assessments. In addition to the annual assessments authorized above, the Board of Directors may levy (without a vote of the membership), in any fiscal year, special assessments applicable only to that year for the purpose of defraying, in whole or in part, the costs of any action or undertaking on behalf of the Association, provided that any such assessments in the aggregate shall not exceed five percent (5%) of the budgeted gross expenses of the Association for that fiscal year. Aggregate special assessments in any fiscal year in excess of said five percent (5%) amount shall require the vote or written assent of a majority of the voting power of the Association residing in members other than the Declarant. The foregoing provisions of this paragraph 7 with respect to special assessments do not apply in cases where a special assessment against a member

is a remedy utilized by the Association to reimburse the Association for costs incurred in bringing the member or his condominium into compliance with the provisions of the governing documents.

A special assessment to raise funds for the rebuilding or major repair of structural portions of the Common Area which contain housing units 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 the floor area of all units to be assessed. The determination of such square footages shall be based upon the floor areas of the units immediately prior to the destruction which has necessitated such rebuilding or major repair.

8. Division and Payment of Assessments. All annual and special assessments, except as otherwise provided in Article VII, paragraph 7 above, shall be charged to the condominiums equally. The owners of each condominium shall be jointly and severally liable for the assessment charged to their condominium. Each owner shall be obligated to pay to the Association his regular assessment in twelve equal monthly installments on or before the fifteenth (15th) day of each calendar month, and to pay special assessments within thirty (30) days after their levy, or at such other times as the Board of Directors shall designate. All assessments shall be paid at such place as the Board of Directors shall designate.

9. Nonpayment of Assessments; Recording of Lien. If any assessment is not paid and received by the Association within fifteen (15) days after the due date, a late charge (the exact amount to be determined by the Board in accordance with the Bylaws) shall be assessed for each month or fraction thereof from the due date until the assessment and all late charges are paid. The Association may bring an action at

law against the owner personally obligated to pay the same, or foreclose the lien against the condominium.

The Board of Directors may cause to be recorded, in the Office of the County Recorder of the county where the Project is located, a Notice of Assessment Lien as to any delinquent assessment. The notice shall state the amount of the assessment and such related charges as may be authorized by this Declaration, a description of the condominium against which the lien has been assessed, and the name of the record or reputed owner of the condominium. The notice shall be signed by any member of the Board of Directors, or by the Association's managing agent. The assessment lien shall also be deemed to secure all of the foregoing items which shall become due or incurred relative to the condominium subsequent to the recordation of the Notice of Assessment Lien until the completion of the enforcement of the lien or the payment of the full amount secured by the lien, or other satisfaction to be made in connection therewith.

10. Subordination of the Lien to First Deeds of Trust and First Mortgages; Notice of Default. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The transfer of any condominium shall not affect the assessment lien. However, the transfer of any condominium pursuant to the exercise of a power of sale or a judicial foreclosure involving a default under the first mortgage shall extinguish the lien of assessments which were due prior to such transfer. No transfer shall relieve such condominium from liability for any assessments thereafter becoming due or from the lien thereof.

Where the mortgagee of a first mortgage of record or other purchaser of a condominium obtains title to the same as a result of such a power of sale or foreclosure, such acquirer of title, and its successor and assigns, shall not be liable for the common expenses or assessments by the

Association chargeable to such condominium which became due prior to the acquisition of title to such condominium by such acquirer. However, such unpaid common expenses or assessments shall be deemed to be common expenses collectible from owners of all of the condominiums, including such acquirer, its successors and assigns.

Upon the written request of a holder of a first mortgage encumbering a condominium, the Association shall provide such holder with written notification of any default by the owner of such condominium in the performance of such owner's obligations under the governing documents if such default has remained uncured for a period of thirty (30) days.

11. Priorities; Enforcement; Remedies. When a Notice of Assessment Lien has been recorded, such assessment shall constitute a lien on such condominium prior and superior to all other liens except (1) all taxes, bonds, assessments and other levies which, by law, would be superior thereto, and (2) the lien or charge of any first mortgage.

Such lien may be enforced by sale by the Association, its attorney, or any other person authorized to make the sale; provided, however, that no proceeding or action shall be instituted to foreclose the lien, either judicially or under the power of sale granted herein, until notice of intention to proceed to foreclose the lien shall have been delivered by the Board of Directors to the owners of the condominium affected by the lien at least thirty (30) days prior to the commencement of any such action or proceeding, and such sale shall be conducted in accordance with the provisions of Sections 2924-2924h of the California Civil Code applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner permitted by law.

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The Association, acting on behalf of the owners, shall have the power to bid for the condominium at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Suit to recover a money judgment for unpaid common expenses, rent, attorneys' fees and other sums due pursuant to the governing documents shall be maintainable without foreclosing or waiving the lien securing the same.

Subject to the provisions of the governing documents, the Board may suspend the voting rights and right to use of any recreational facilities of a member who is in default in payment of any assessment or other sum due pursuant to the governing documents.

12. Unallocated Taxes. In the event that any taxes are assessed against the Association, or the property of the Association, rather than against the condominiums, said taxes shall be added to the annual assessments and, if necessary, a special assessment may be levied against the condominiums in an amount equal to said taxes, to be paid in installments, each such installment being due thirty (30) days prior to the due date of each tax installment.

ARTICLE VIII

UTILITIES

1. Owners' Rights and Duties. The rights and duties of the owners of condominiums with respect to sanitary sewer, water, electricity, gas and telephone lines and facilities, and heating and air-conditioning facilities shall be as follows:

a. Whenever sanitary sewer, water, electricity, gas, television receiving, telephone lines or connections, heating or air-conditioning, conduits, ducts, or flues are installed within the Project, which connections, or any portion thereof, lie in or upon condominiums owned by other

than the owner of a condominium served by said connections, the Association and the affected owner shall have the right, and are hereby granted an easement to the full extent necessary therefor, to enter upon the condominiums or to have the utility companies enter upon the condominiums in or upon which said connections, or any portion thereof, lie, to repair, replace and generally maintain said connections as and when necessary.

b. Whenever sanitary sewer, water, electricity, gas, or telephone lines or connections, heating or air-conditioning conduits, ducts, or flues are installed within the Project which connections serve more than one condominium, the owner of each condominium served by said connection shall be entitled to the full use and enjoyment of such portions of said connections that service his condominium.

2. Association's Duties. The Association shall maintain all utility installations located in the Common Area except for those installations maintained by utility companies, public, private or municipal. The Association shall pay all charges for utilities supplied to the Project except those metered or charged separately to the units.

ARTICLE IX

USE RESTRICTIONS

In addition to all of the covenants contained herein, the use of the Project and each condominium therein is subject to the following:

1. Condominium Use. No condominium shall be occupied or used except for residential purposes by the owners, their tenants, and social guests, and no trade or business shall be conducted therein, except that Declarant, its successors, or assigns, may use any unit or units in the Project owned by Declarant for a model site or sites and display and sales office during construction, development and sales of the

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Project. Such right shall terminate on the date which is five (5) years from the date of the close of escrow for the first sale of a condominium in the Project.

2. Right to Use Common Area. Each owner may use the Common Area in accordance with the purposes for which it is intended without hindering the exercise of or encroaching upon the rights of any other owners. An owner may delegate (subject to the provisions of the governing documents) his right to use the Common Area to those of his family or tenants who reside upon the condominium. An owner may permit guests to use the Common Area, but notwithstanding anything herein to the contrary, the Association shall have the right to limit the number of an owner's guests who may use any recreational facilities which may be located on the Common Area, and to limit the days and duration of such use.

3. Nuisances. No noxious or offensive activities shall be carried on upon any condominium, or in any part of the Project, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to or which may in any way interfere with the quiet enjoyment of each of the owners of his respective unit, or which shall in any way increase the rate of insurance for the Project, or cause any insurance policy to be cancelled or to cause a refusal to renew the same, or which will impair the structural integrity of any building.

4. Vehicle Restrictions. No trailer, camper, mobile home, commercial vehicle, truck (other than standard size pickup truck), inoperable automobile, boat or similar equipment shall be permitted to remain upon any area within the Project, other than temporarily. Commercial vehicles shall not include sedans or standard size pickup trucks which are used both for business and personal use, provided that any signs or markings of a commercial nature on such vehicles shall be unobtrusive and inoffensive as determined by the

Board. No noisy or smoky vehicles shall be operated on the Project. No off-road unlicensed motor vehicles shall be operated upon the Project.

5. Signs. No signs shall be displayed to the public view on any units or on any portion of the Project unless such signs are approved by the Board; provided, however, that one "For Sale" or "For Rent" sign of customary and reasonable dimensions and as permitted by law may be displayed from a unit without approval of the Board.

6. Animals. No animals or birds of any kind shall be raised, bred, or kept in any condominium, or on any portion of the Project, except that no more than one (1) usual and ordinary household pet such as a dog, cat, bird, etc. may be kept, provided that it is not kept, bred, or maintained for any commercial purpose, and further provided it is kept under reasonable control at all times. Notwithstanding the foregoing, no pets may be kept on the Project which, in the determination of the Board in its sole discretion, result in an unreasonable annoyance to other owners. No pets shall be allowed in the Common Area except as may be permitted by rules of the Board. No dog shall enter the Common Area except while on a leash which is held by a person capable of controlling the dog. Owners shall prevent their pets from soiling all portions of the Common Area where other persons walk, and in the event a pet does soil such a portion of the Common Area, the owner or person in control of the pet shall immediately clean up after the pet.

7. Garbage and Refuse Disposal. All rubbish, trash and garbage shall be regularly removed and shall not be allowed to accumulate upon any part of the Project. All trash, garbage and other waste shall be kept in sanitary containers. All trash enclosures or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. All equipment, woodpiles, and

storage piles shall be kept screened and concealed from view of other units, streets and the Common Area.

8. Radio and Television Antennas. No alteration to or modification of any installed central television system shall be permitted. No owner may be permitted to construct or use an external radio or television antenna without the prior written consent of the Board.

9. Right to Lease. The respective condominiums shall be used only as single family residences, and shall not be rented for transient purposes. "Transient purposes" are defined as rental for a period of less than thirty (30) days. Subject to the foregoing restrictions, the owners of the respective condominiums shall have the right to lease same provided that the lease is in writing, expressly provides that the tenancy is made subject to the covenants, conditions, limitations, and restrictions contained in the governing documents, and provides that any failure by the tenant to comply with the terms of the governing documents shall be a default under the lease.

10. Architectural Control Committee. No building, fence, wall obstruction, balcony, screen, patio, patio cover tent, awning, carport, carport cover, improvement, or structure of any kind shall be commenced, erected, painted or maintained upon any part of the Project, nor shall any alteration or improvement of any kind be made thereto, until the same has been approved in writing by the Board or by an architectural control committee ("Committee") consisting of at least three, but not more than five, members which may be appointed by the Board. Plans and specifications showing the nature, kind, shape, color, size, materials and location of such improvements, alterations, and the like shall be submitted in writing to the Board or to the Committee for approval as to quality of workmanship and design and harmony of external design with existing structures, and as to

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location in relation to surrounding structures, topography, and finish grade elevation. No permission or approval shall be required to repaint in accordance with a color scheme previously approved by the Board or the Committee. The owner submitting plans and specifications in accordance with the foregoing shall also obtain all building and other permits as required by governmental authorities.

No landscaping of patios or yards visible from the street or from the Common Area not involving the use of natural plants, grass, trees, or shrubs, and which does involve the use of synthetic materials, or of concrete, rock, or similar materials, shall be undertaken by any owner until plans and specifications showing the nature, kind, shape, and location of the materials shall have been submitted to and approved in writing by the Board or the Committee.

Whenever any plans and specifications are submitted in writing to the Board or Committee pursuant to the provisions of this paragraph, said plans and specifications will be deemed approved for the purposes of this paragraph 10 if the Board or Committee fails to disapprove the plans and specifications within thirty (30) days after the date of submission to the Board or Committee.

In making its decisions pursuant to this paragraph 10, the Board or Committee shall refer and adhere to the provisions of the Old San Diego Architectural and Site Development Standards and Criteria, which document has been filed in the Office of the City Clerk of San Diego, California, as document number 742763.

11. Drapes. All window openings visible from the street or Common Area shall have facing the exterior either draperies, drape linings, or casements, and all such draperies, drape linings, and casements shall be of a neutral color approved by the Board or Committee.

12. Clothes Lines. No exterior clothes lines shall be

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erected or maintained, and there shall be no outside laundering or drying of clothes.

13. Power Equipment and Car Maintenance. No power equipment, hobby shops, or car maintenance (other than emergency work) shall be permitted on the Project except with prior written approval of the Board, in the sole and absolute discretion of the Board. In deciding whether to grant approval, the Board shall consider the effects of noise, air pollution, dirt or grease, fire hazard, interference with radio or television reception, and similar objections.

14. Liability of Owners for Damage to Common Area. The owner of each condominium shall be liable to the Association for all damages to the Common Area or improvements thereon caused by such owner or his family or tenants, or any invitees of any such persons; provided, however, that such owner shall not be responsible for that portion of said damage, if any, covered by insurance the proceeds of which are paid to the Association. The amount for which an owner is liable pursuant to the provisions of this paragraph 14 shall be a special assessment to which such owner's condominium is subject.

15. Owners Not to Alter or Improve Common Area. No owner shall make or cause or permit to be made any alteration or improvement to the Common Area, or remove any landscaping, structure, furnishing or other object therefrom, without the prior written consent of the Board of Directors. Upon any violation of this paragraph, the Association may summarily restore the affected portion of the Common Area to the condition it was in immediately prior to the violation. The cost of such restoration shall be paid by the owner responsible for the violation, and such cost shall be a special assessment to which such owner's condominium is subject.

16. Parking and Storage. All parking spaces and storage

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areas located within the Project and not designated on the Condominium Plan as Restricted Common Areas shall be used in accordance with the rules and regulations and bylaws established by the Association.

17. Occupancy Age Restriction. No person under eighteen (18) years of age shall be permitted within any unit; provided, however, that guests of owners or tenants of a unit who are under eighteen (18) years of age shall be permitted to visit within units for limited periods not exceeding visits on fourteen (14) days in any six month period, and further provided that the Board may in its sole discretion allow visitation for longer periods.

ARTICLE X

GENERAL PROVISIONS

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

2. Invalidity of Any Provision. Should any provision or portion of this Declaration be declared invalid or in conflict with any law of the jurisdiction where the Project is situated, the validity of all other provisions and portions hereof shall remain unaffected and in full force and effect.

3. Term. The covenants and restrictions of this Declaration shall run with and bind the Project, and all parts thereof, and shall inure to the benefit of and shall

be enforceable by the Association or the owner of any condominium subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by the owners of a majority of the condominiums and by seventy-five (75%) of the holders of first mortgages on the condominiums, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change this Declaration in whole or in part, or to terminate the same.

4. Amendments. Except as provided in the foregoing paragraph, this Declaration may be amended only by the vote or written consent of both (i) seventy-five percent (75%) of the votes entitled to be cast by each class of the members and (ii) at least a bare majority of the votes of members other than the Declarant; provided, however, that the percentage of votes necessary to amend any specific provision of this Declaration shall not be less than the percentage of votes prescribed for action to be taken pursuant to such provision. Any amendment must be recorded and shall become effective upon being recorded in the Office of the County Recorder of the county where the Project is located.

5. Encroachment Easements. Each owner of a condominium within the Project is hereby declared to have an easement over all adjoining condominiums and the Common Area for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, reconstruction, repair, settlement or shifting of the building, or any other similar cause. There shall be easements for the maintenance of said encroachments as long as they shall exist, and the rights and obligations of owners shall not be

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altered in any way by said encroachment, settlement or shifting; provided, however, that in no event shall an easement for encroachment be created in favor of an owner or owners if said encroachment occurred due to the willful misconduct of said owner or owners.

6. Owner's Obligation and Right to Maintain and Repair. Except for those portions of the Project which the Association is required to maintain and repair, each owner shall, at his sole cost and expense, maintain and repair his unit. Notwithstanding anything herein to the contrary, each owner shall also, at his sole cost and expense, maintain and repair the heat pump/condenser unit which is used in connection with the heating and cooling system for such owner's unit. Each owner shall have the exclusive right to paint, plaster, panel, tile, wax, paper or otherwise refinish and decorate the inner surfaces of the walls, ceilings, floors, windows and doors bounding his unit.

7. Entry for Repairs. Upon consent of the owner, which consent shall not be unreasonably withheld, the Association or its agents may enter any unit when necessary in connection with any maintenance, landscaping or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the owner as practicable, and any damage caused thereby shall be repaired by the Association at the expense of the Association. The Association or its agents may enter any unit without the consent of the owner in the case of an emergency threatening damage to the Project. The Association is hereby granted an easement and right to enter in and upon the Common Area (including but not limited to all Restricted Common Areas and the exterior of all units) for the purpose of taking any action authorized by this Declaration.

8. Insurance. The Association shall obtain and continue in effect a master policy of insurance (covering the

Common Area and personal property owned by the Association) and liability insurance, including fire insurance for full extended coverage (in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement value)), and vandalism, malicious mischief, and public liability insurance. The Association shall also obtain and maintain appropriate worker's compensation coverage. The Association shall also obtain and continue in effect fidelity bond coverage (if available) for any person or entity handling funds of the Association, including, but not limited to, employees of any manager or managing agent. Such fidelity bond coverage shall name the Association as obligee.

All of the foregoing shall be in form and amounts (except where an amount is specifically required) satisfactory to the Board, but without prejudice to the right of the owner to obtain individual insurance.

Premiums for such insurance shall be a common expense to be included in the monthly assessments levied by the Association, and the portion of such payments necessary for the insurance premiums may be held in a separate account of the Association and used solely for the payment thereof as such premiums become due.

If any of the Project improvements are damaged by fire or other casualty, insurance proceeds payable to the Association shall be used to rebuild or repair such damage substantially in accordance with the original plans and specifications therefor, subject to the provisions of Article X paragraph 9 below. Any excess insurance proceeds shall be deposited to the general funds of the Association.

Custom-built items added by owners to their units shall be rebuilt or replaced at the expense of owners or their insurers.

9. Destruction of Improvements.

a. In the event of partial or total destruction of any building in the Project, the Board of Directors shall promptly (i) ascertain the cost of reconstruction by obtaining fixed price bids from two (2) reputable contractors, including the obligation to obtain a performance bond, and (ii) determine the amount of insurance proceeds, if any, payable by contacting the appropriate representative of the insurer of the building. The decision as to whether reconstruction will take place will be made as follows:

(1) The Board of Directors shall meet and determine whether the insurance proceeds, if any, will cover eighty-five percent (85%) or more of the estimated cost of reconstruction or whether the portion of the estimated cost not covered by insurance is less than Five Thousand Dollars (\$5,000.00). Such cost shall hereinafter be referred to as the "Acceptable Range of Reconstruction Cost." If the bids obtained under this section are within the Acceptable Range of Reconstruction Cost, the Board of Directors shall cause reconstruction to take place as promptly as practicable, and shall levy a special assessment at such time and in such amount as the Board of Directors shall determine is necessary to cover the costs of reconstruction in excess of insurance proceeds. The partially or totally destroyed building shall be reconstructed to substantially conform to the Condominium Plan referred to hereinabove. If the Board of Directors in good faith determines that any bid submitted under this section is not within the Acceptable Range of Reconstruction Cost, the Board of Directors shall proceed according to subparagraph b. of this paragraph 9.

(2) The foregoing determinations shall be made by the Board of Directors as soon as possible. However, if for any reason such determinations cannot be made within sixty (60) days of the date of destruction, it shall be deemed that it has been initially determined that the in-

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insurance proceeds do not satisfy the requirements of the Acceptable Range of Reconstruction Cost, and the Board of Directors shall immediately call a meeting of the owners pursuant to subparagraph b. of this paragraph 9.

(3) If the Board of Directors determines that any unit has become uninhabitable by reason of its total or partial destruction, regular assessments shall abate against the owner thereof until the Board of Directors determines that the reconstruction of the unit has restored its habitability.

b. If the Board of Directors determines that the insurance proceeds do not satisfy the requirements of the Acceptable Range of Reconstruction Cost, the Board of Directors shall call a meeting of all owners in the Project by mailing notice of such determination and of the meeting to each owner at his address as shown on the records of the Association. Such meeting shall be held not less than fourteen (14) days and not more than twenty-one (21) days after the Board of Directors makes the determination that the cost of reconstruction was not within the Acceptable Range of Reconstruction Cost. Any owner of a unit in a totally or partially destroyed building may dispute the finding of the Board of Directors that the cost of reconstruction was not within the Acceptable Range of Reconstruction Cost by submitting to the Board of Directors before the date set for the meeting of owners a bid from a reputable contractor, including the obligation to obtain a performance bond, the total of which bid is within the Acceptable Range of Reconstruction Cost. Such bid shall be accompanied by a statement by the owner or owners submitting the bid agreeing to pay the amount by which the actual construction costs exceed the estimate submitted. If such a submitted bid is found by the Board of Directors to be reasonable, the Board of Directors shall cause reconstruction assessments, in an

amount equal to the difference between such bid and the insurance proceeds, to be levied as set forth in subparagraph a. of this paragraph 9, and shall cause a special assessment to be levied against the owner or owners submitting the bid in an amount which shall equal the amount by which actual construction costs exceed the estimate submitted. The Board of Directors may reschedule any meeting called pursuant to this section in order to consider such a submitted bid. If the Board of Directors, in good faith, reasonably determines that any bid submitted under this section does not reasonably reflect the anticipated reconstruction cost it shall proceed according to subparagraph c. of this paragraph 9.

c. If the determination of the Board of Directors that the cost of reconstruction was not within the Acceptable Range of Reconstruction Cost is not challenged by the submission of a bid in the manner set forth in subparagraph b. of this paragraph 9, or if such bid is rejected in the manner set forth in subparagraph b. of this paragraph 9, the meeting of the owners called by the Board of Directors shall take place as scheduled. The owners may, by a vote or written consent of not less than sixty-six and two-thirds percent ($66 \frac{2}{3}\%$) of the voting power of each class of members of the Association determine to proceed with the reconstruction. If the owners so determine to reconstruct the partially or totally destroyed building, the Board of Directors shall levy a uniform reconstruction assessment against each owner in the Project at such time and in such amount as the Board shall determine is necessary to cover the costs of reconstruction in excess of insurance proceeds.

d. In the event that the owners determine at such meeting not to reconstruct, the insurance proceeds shall be allocated (pro rata, as set forth below) by the Board of Directors among the owners of units in the partially

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or totally destroyed building, after deducting from the insurance proceeds any costs of removal of damaged structures and cleaning of the area; provided that the balance then due on any valid encumbrance of record with respect to a condominium/unit within the partially or totally destroyed building shall be first paid in order of priority out of any insurance proceeds allocated to an owner whose condominium is so encumbered. The Board of Directors shall allocate insurance proceeds pro rata, based upon fair market value of the condominium/unit destroyed as of the day prior to destruction. Such fair market value shall be determined by an appraiser selected by the Board. Proceeds shall be allocated to a partially destroyed condominium/unit based upon such fair market value and the percentage of destruction incurred.

e. In the event that the Association or an owner or owners determines to reconstruct pursuant to the provisions hereof, the Association or the owners, as appropriate, shall file a certificate of their decision to reconstruct with the County Recorder of the county where the Project is located within one hundred eighty (180) days of the date of the meeting at which the decision to reconstruct was made. If no certificate of reconstruction is so filed within said one hundred eighty (180) days, it shall be conclusively presumed that the Association and the owners have determined not to reconstruct the building.

f. The Board of Directors shall have full authority to negotiate in good faith with representatives of the insurer of the totally or partially destroyed building and to make settlement with the insurer for less than full insurance coverage on the damage to the building. Any settlement made by the Board of Directors in good faith shall be binding upon all owners. Insurance proceeds shall be paid into a trust account in a bank selected by the Board of Directors, and funds shall be disbursed from the trust

account pursuant to the orders of the Board of Directors.

g. Installation of and repair of any damage to the interior of a unit shall be made by and at the individual expense of the owner of that unit and, in the event of a determination to reconstruct after partial or total destruction, shall be completed as promptly as practicable and in a lawful and workmanlike manner.

h. In the event that reconstruction is to take place pursuant to this paragraph 9, the Board of Directors shall have the power to file an amendment to the Condominium Plan referred to hereinabove.

i. In determining whether a reconstructed building is in substantial conformance with the Condominium Plan referred to hereinabove, the Board of Directors may take into consideration the availability and expense of the labor and materials in the original construction of the building. If such labor or material is not available or is prohibitively expensive at the time of reconstruction, the Board of Directors may permit the substitution of other labor or material as it deems proper.

10. Condemnation. Any condemnation award affecting all or a part of the structural Common Area of the Project, which award is not apportioned among the owners by court judgment or by an agreement between the condemning authority and each of the affected owners, shall be allocated pro rata as set forth below; provided, however, that the balance then due on any valid encumbrance of record with respect to a condominium/unit affected by the condemnation shall be first paid in order of priority out of proceeds allocated to the owner of the affected condominium/unit. The Board of Directors shall allocate the award pro rata, based upon fair market value of the condominium/units affected by the condemnation. Such fair market value shall be determined by an appraiser selected by the Board.

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11. Limitation of Restrictions on Declarant. Declarant is undertaking to establish residential dwellings and incidental improvements upon the Project. The completion of that work, and the sale, rental, and other disposal of units is essential to the establishment and welfare of the Project as a residential community. In order that said work may be completed and the Project be established as a fully occupied residential community as rapidly as possible, nothing in this Declaration shall be understood or construed to:

a. Prevent Declarant, its contractors, or subcontractors from doing on the Project or any unit, whatever is reasonably necessary or advisable in connection with the completion of said work; or

b. Prevent Declarant or its representatives from erecting, constructing and maintaining on any part or parts of the Project such structures as may be reasonable and necessary for the conduct of its business of completing said work and establishing said Project as a residential community, and marketing the condominiums; or

c. Prevent Declarant from conducting on any part of the Project its business of completing said work, and of establishing a plan of condominium ownership; or

d. Prevent Declarant from maintaining such sign or signs on any parts of the Project as may be necessary in the reasonable discretion of Declarant.

15. Amendment and Granting of Easements. Declarant shall have the absolute right and power, at any time prior to filing a Notice of Completion covering the entire Project in the Office of the County Recorder of the county where the Project is located, to enter into any written agreement with governmental or public agencies or utilities changing the location of any of the easements to governmental or public agencies or utilities in connection with the development and/or improvement of the Project, or any portion or portions

thereof. Each owner hereby appoints Declarant as his attorney-in-fact for the purposes of effecting such amendment, and also for the purposes of granting easements affecting the Project to governmental or public agencies or utilities in connection with the development or improvement of the Project. The power herein granted Declarant shall be and is a power coupled with an interest.

16. Federal Home Loan Mortgage Corporation ("FHLMC") Requirements. For purposes of this paragraph, the holder of a first mortgage is referred to as a "first mortgagee."

Notwithstanding anything to the contrary in this Declaration or any other governing documents, the following provisions shall control:

a. Any "right of first refusal" which may be contained in the governing documents shall not impair the right of a first mortgagee to:

- (1) Foreclose or take title to a condominium pursuant to the remedies provided in the first mortgage;
- (2) Accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or
- (3) Sell or lease a condominium acquired by the first mortgagee.

b. A first mortgagee who obtains title to a condominium pursuant to the remedies provided in a first mortgage or foreclosure of a first mortgage shall not be liable for such condominium's unpaid dues or charges which accrue prior to the acquisition of title to such condominium by the first mortgagee. However, such unpaid dues or charges shall be deemed to be common expenses collectible from all of the condominium owners, including such first mortgagee, its successors and assigns.

c. Except as may otherwise be provided in Article II, Paragraph 3 above, and except in the case of any greater percentage required by other provisions of this Declaration,

the Association shall not be entitled to do any of the following without the prior written approval of at least seventy-five percent (75%) of the first mortgagees (based on one vote for each first mortgage owned) or owners (other than the Declarant) of the individual condominiums:

(1) By act or omission, seek to abandon or terminate the Project;

(2) Change the prorata interest or obligations of any condominium for the purpose of (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the prorata share of ownership of the Common Area;

(3) Partition or subdivide any condominium;

(4) By act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Area. (The granting of easements for public utilities or for other purposes consistent with the intended use of the Common Area by the Project shall not be deemed a transfer within the meaning of this subparagraph.); or

(5) Use hazard insurance proceeds received as a result of loss to any Project property for other than the repair, replacement, or reconstruction of such property, except as may be provided by the law of the State of California in the case of substantial loss to any units and/or the Common Area.

d. All taxes, assessments, and charges which may under local law become liens against a condominium prior to the first mortgage of such condominium shall relate only to the individual condominium, and not to the Project as a whole.

e. If insurance proceeds or condemnation awards for losses to or taking of units or the Common Area are paid to condominium owners, the first mortgagee of a condominium shall be entitled to receipt of such proceeds to the extent

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of the amount due the first mortgagee under the first mortgage of such condominium, and the balance shall be paid to the persons legally entitled thereto.

f. Assessments shall include an adequate reserve for maintenance, repairs and replacements of portions of the Common Area that must be replaced on a periodic basis, and such reserve shall be funded from regular (and not special) assessments.

g. Upon request, a first mortgagee is entitled to written notification from the Association of any default in the performance by the individual condominium mortgagor of any obligation under the governing documents which is not cured within thirty (30) days from the date of such default.

h. Any agreement for professional maintenance of the Project, or any other contract providing for services by the Declarant, shall not exceed a term of three (3) years, subject to shorter maximum terms as may otherwise be specified in the governing documents. Any such agreement must also provide for termination by either party without cause or payment of a termination fee on ninety (90) days or less written notice.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this Declaration this 30th day of October, 1980.

SEAWIND DEVELOPMENT CO., INC.,
a California corporation

By: Stephen W. Lusk
President

By: Mary Lynn Lusk
Secretary

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EXHIBIT ALegal Description of Real Property

ALL THAT PORTION OF BLOCK 450 OF OLD SAN DIEGO, ACCORDING TO MAP THEREOF MADE BY JAMES PASCOE IN 1870, A COPY OF WHICH SAID MAP WAS FILED IN THE OFFICE OF COUNTY RECORDER OF SAN DIEGO COUNTY, DECEMBER 12, 1921, AND KNOWN AS MISCELLANEOUS MAP NO. 40, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF SAID BLOCK 450, BEING THE NORTHEASTERLY LINE OF JUAN STREET, DISTANT THEREON SOUTH $53^{\circ}45'$ EAST 268.63 FEET FROM THE WESTERLY CORNER OF SAID BLOCK; THENCE NORTH $36^{\circ}18'$ EAST ALONG A LINE PARALLEL WITH THE NORTHWESTERLY LINE OF SAID BLOCK 149.89 FEET TO ITS INTERSECTION WITH A LINE EQUI-DISTANT FROM THE NORTHEASTERLY AND SOUTHWESTERLY LINES OF SAID BLOCK AS SHOWN ON RECORD OF SURVEY NO. 804; THENCE SOUTH $53^{\circ}44'30''$ EAST ALONG SAID MEDIAN LINE 56.21 FEET; THENCE $36^{\circ}18'$ WEST, 149.88 FEET TO THE SAID SOUTHWESTERLY LINE OF SAID BLOCK; THENCE NORTH $53^{\circ}45'$ ALONG SAID SOUTHWESTERLY LINE 56.21 FEET TO THE TRUE POINT OF BEGINNING.

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STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)

On October 30, 1980, before me, the undersigned,
a Notary Public in and for said State, personally appeared
Stephen W. Lusk known to me to be the
President, and Merry Lynn Lusk,
known to me to be Secretary of the
corporation that executed the within instrument, known to me
to be the persons who executed the within instrument on behalf
of the corporation therein named, and acknowledged to me that
such corporation executed the within instrument pursuant to
its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Kathryn C. Neal



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SUBORDINATION AGREEMENT

ANNA M. SARVELLA, a widow, beneficiary under that certain Deed of Trust dated July 18, 1979 and recorded September 17, 1979 as File/Page No. 79-389013 with the Office of the County Recorder of San Diego County, California, hereby declares that the lien and charge of said Deed of Trust is and shall be subordinate and inferior to the Declaration of Restrictions to which this Subordination Agreement is attached.

Anna M. Sarvella
 Anna M. Sarvella

TO 1944 CA (B-74)
 (Individual)



STATE OF CALIFORNIA }
 COUNTY OF San Diego } SS.

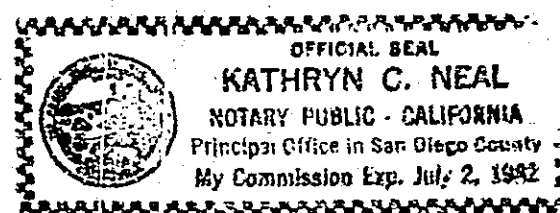
On 21 November 80 before me, the undersigned, a Notary Public in and for said State, personally appeared Anna M. Sarvella

_____, known to me
 to be the person whose name _____ subscribed
 to the within instrument and acknowledged that she
 executed the same.

WITNESS my hand and official seal.

Signature

Kathryn C. Neal



(This area for official notarial seal)

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SUBORDINATION AGREEMENT

STEPHEN W. LUSK and MERRY LYNN LUSK, beneficiary under that certain Deed of Trust dated August 1, 1980 and recorded August 13, 1980 as File/Page No. 80-257789 with the Office of the County Recorder of San Diego County, California, hereby declares that the lien and charge of said Deed of Trust is and shall be subordinate and inferior to the Declaration of Restrictions to which this Subordination Agreement is attached.

Stephen W. Lusk

Merry Lynn Lusk
Merry Lynn Lusk

TO 1544 CA (11-73)

(Individual)

STATE OF CALIFORNIA }
COUNTY OF San Diego } ss.

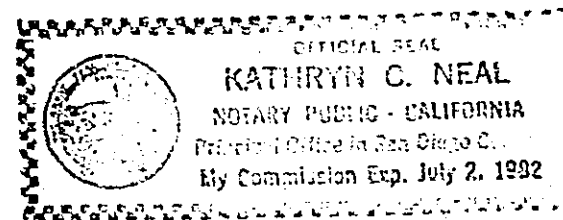
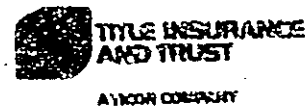
On 21 November 80 before me, the undersigned, a Notary Public in and for said State, personally appeared Stephen W. Lusk & Merry Lynn Lusk

to be the person S whose name S are subscribed
to the within instrument and acknowledged that they
executed the same.

WITNESS my hand and official seal.

Signature

are. William C. Neal



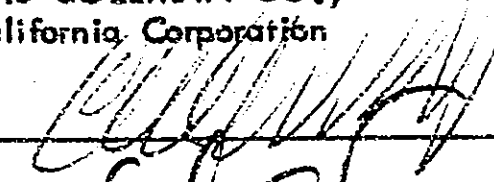
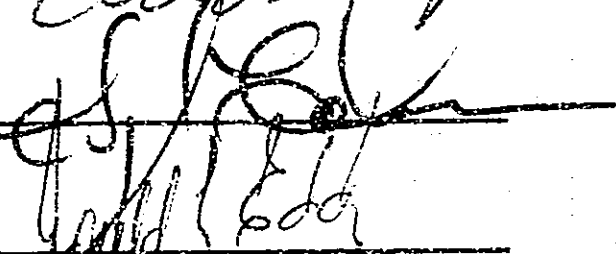
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SUBORDINATION AGREEMENT

CURTIS COLEMAN CO., a California corporation, and GOULD L. EDDY, beneficiary under that certain Deed of Trust dated June 9, 1980 and recorded June 27, 1980 as File/Page No. 80-202991 with the Office of the County Recorder of San Diego County, California, hereby declares that the lien and charge of said Deed of Trust is and shall be subordinate and inferior to the Declaration of Restrictions to which this Subordination Agreement is attached.

CURTIS COLEMAN CO.,
A California Corporation

BY: BY: 

Gould L. Eddy

TO 1945 CA (8-74)
(Corporation)

STATE OF CALIFORNIA
COUNTY OF San Diego

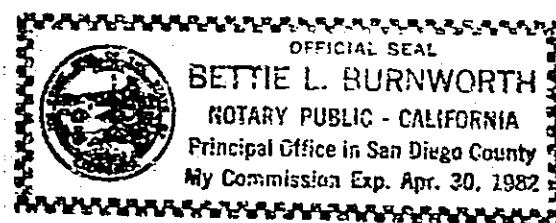
} SS.

On 11/18/80 before me, the undersigned, a Notary Public in and for said State, personally appeared CURTIS COLEMAN, JR. known to me to be the President, and GEORGE N. COLEMAN known to me to be the Secretary of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature 

 TITLE INSURANCE
AND TRUST
A TICO COMPANY



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TO 1244 CA (8-74)
(Individual)

TITLE INSURANCE
AND TRUST
A TICON COMPANY

STATE OF CALIFORNIA } SS.
COUNTY OF San Diego

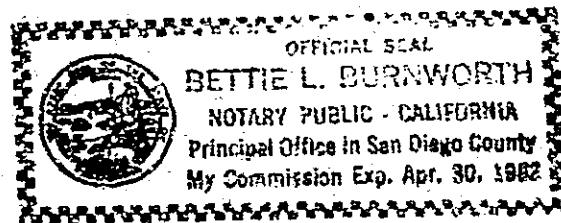
On 11/10/80 before me, the undersigned, a Notary Public in and for said
State, personally appeared GOULD L. EDDY

known to me
to be the person whose name subscribed
to the within instrument and acknowledged that he
executed the same.

WITNESS my hand and official seal.

Signature

Bettie L. Burnworth



(This area for official notarial seal)

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PUEBLO VIEJO OWNERS ASSOCIATIONDECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

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