

COVENANTS, CONDITIONS, & RESTRICTIONS

DECLARATION OF PROTECTIVE RESTRICTIONS

LAZY H COUNTRY HOMES

**PLEASE RETAIN THIS
COPY FOR YOUR RECORDS**

This Declaration is made this 25 day of August, 2004, as a modification and restatement of the original Declaration Dated August 5, 1955. It is made by the Lazy H Landowners Association as Declarant.

Declarant is an Association of the owners of the real property described in Article II of this Declaration, and as part of a general plan for the development, improvement, maintenance and protection thereof, and for the purpose of imposing upon and subjecting all of the said real property, and each and every lot and portion thereof, and such other property as may hereafter be declared as coming under the terms hereof, to the covenants, conditions, restriction, reservations, liens and charges hereinafter set forth, Declarant does hereby declare and establish as follows:

That all of the lots, parcels and portions of said real property and such other property as may hereafter be declared as coming under the terms hereof shall be held, transferred, sold and conveyed by the owners subject to the provisions of this Declaration and to the covenants, conditions, restriction, reservations, liens and charges herein set forth, each and all of which is and are for the benefit of said property and each owner or purchaser of the land therein, and shall inure to and pass with said property and each and every lot and parcel of land therein, and shall apply to and bind the successors in interest of any owner thereof.

That full power and authorization to carry out and exercise each and all of the terms and provisions of this Declaration and the covenants, conditions, restrictions, reservations, liens and charges herein contained, and to declare cancellations and enforce forfeitures in event of violations thereof, as herein provided, shall be vested in Declarant, upon and in which such power and authority as become vested.

ARTICLE I

DEFINITION OF TERMS

1.1 Declarant. As used herein "Declarant" is the current Association of the owners of the real property described in Article II of this Declaration. "Declarant" shall include, wherever necessary to carry out the intention and purpose of this declaration, the agents, successors and assigns of Declarant, including any corporation, association, association of property owners, partnership, trustee, or individual now or hereafter formed or named as successor or assignee of all or any part of the rights, powers, duties, and obligations of Declarant.

1.2 Lot. As used herein "Lot" means and refers to one of the numbered parcels

of real property as shown on the map referred to in Article II.

1.3 Owner. The term "Owner" wherever used herein shall include and mean, wherever necessary to carry out the purposes and intentions of this declaration, a record owner of any lot or a buyer under contract of purchase.

1.4 Property. The words "Property", "Tract", "Unit", or "Subdivision", wherever used in this Declaration shall mean and refer to all of the real property subject to this Declaration.

1.5 Street. The word "Street" wherever used in this Declaration means and refers to any street, highway, walk, or other thoroughfare shown on the day of record of the land subject to this Declaration, whether designated as streets, avenues, places, drives, roads, boulevards, terraces, ways, circles, alleys, or otherwise.

1.6 Setback. The term "Setback" wherever used in this declaration means the distance between the dwelling house or building referred to and the given street or side or rear line of the particular lot or parcel upon which said structure is located.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

2.1 Declarant is an Association of the owners of the real property situated in the County of San Diego, State of California, and more particularly described as follows: Lazy H Country Homes - Unit #1 as shown on Map #3291, filed in the office of the County Recorder of San Diego County August 25, 1955.

2.2 Declarant hereby declares that from and after the date of the recording of the original of this Declaration, of which this is a modification and restatement, all of the real property hereinabove described as Lazy H Country Homes Unit #1, and included in Article III hereof, shall be subject to and bound by all of the provisions hereof and each and all of the covenants, conditions, restrictions, reservations, liens and charges herein contained and set forth.

ARTICLE III

GENERAL BUILDING RESTRICTIONS

3.1. No dwelling house, outbuilding, building, fence, post, sign, well, awning, tent, trailer, structure or thing of an kind shall be erected, constructed, placed, planted, altered or maintained on any lot or lots, or portion thereof in said tract, unless and until the written approval of Declarant shall first have been obtained as and in the same manner as provided in this Declaration.

3.2. Declarant will approve or disapprove all plans submitted for improvement on lots in the tract in the manner hereinafter required, with specific obligation to the lot owners that this approval will not be given for any building or improvement which will permit the erection, constriction, alteration or maintenance of a dwelling house, building or other structure which will render it discordant or inharmonious with other structures or the property or the Unit as a whole.

3.3. Landscaping plans must be submitted to Declarant and approved in writing before the start of any construction or planting, and must include the size, type and location of all plants, materials, and sprinkler systems, as well as detailed plans for any walls, patios, patio covers or other construction. Landscaping around the front, side, and rear yard areas of each residence must be maintained in a neat and orderly condition at all times after installation, so that it presents a pleasing appearance to the owners and occupants of the other lots in the Unit. Declarant reserves the right at all times, upon evidence of any unplanted or inadequately maintained lot, to enter onto that lot, after reasonable notice to the owner, and to plant, cut or replant, trim, cut back, remove, replace, and /or maintain hedges, trees, shrubs, flowers or grass/weeds within the visible areas of the lot, all at the expense of the owner. Such right of entry for enforcement is granted to Declarant by each lot owner by this Declaration and Declarant shall not be deemed guilty of any manner of trespass or other infraction for such entry, abatement or removal.

3.4. Private garages and similar outbuildings must be incorporated in and made a part of any dwelling house, or be connected with the dwelling house by a roofed breezeway.

3.5. No lot in said tract shall be further subdivided, nor shall any part or portion of any lot be severed from, sold, conveyed or transferred apart from the original lot as the same appears upon the recorded map of said tract without the written consent and approval of Declarant, with the exception that Lots 16, 17, 18 and 19 may be subdivided into not more than two parcels each.

3.6. Any building or structure which any lot owner shall cause to be constructed, erected, altered or maintained upon any lot shall be constructed, erected, altered and maintained thereon in strict compliance with the requirement of all statutes, laws and ordinances, whether federal, state or local, relating to or regulating building construction, safety, or sanitation, which may now or in the future shall exist.

3.7. No laundry, bedding, garment or thing of like nature shall be hung on the premises where visible to the public. If any such articles are to be hung outdoors, a drying area out of public view must be used for such purpose.

3.8. All buildings or structures shall be so erected and constructed that all toilets and plumbing fixtures and sewage disposal systems thereof shall be connected with a septic tank or cesspool to be provided by each owner for such purpose, or with an

established sewage system approved by Declarant.

3.9. All lots shall at all times be kept in a clean, appealing and sanitary condition. No unsightly materials, including without limitation trash, garbage, litter, junk, boxes, containers, bottles, cans, machinery, lumber or other building materials, or other such items shall be permitted to be or remain exposed on any lot if such is visible from any street or adjoining or nearby property.

ARTICLE IV

USE AND OCCUPANCY

4.1 All lots in tract are zoned R-1 Residential, and shall be used only for single family private residence purposes. No dwelling which is more than one story in height and/or of an area of less than 1000 square feet of floor space shall be erected, placed or maintained in the tract, unless specifically approved in writing by Declarant. Such approval shall be granted or denied by Declarant in its discretion and upon consideration of factors to be determined by Declarant, including without limitation the character and elevation of adjacent lots or structures, and the general plan, purpose and best interests of the tract.

4.2 Every owner of a lot in the tract shall, upon becoming such owner, become a member and shareholder of Lazy H Land Owners, Inc., a California Nonprofit Mutual Benefit Corporation. All memberships and shares shall be appurtenant to the lot conveyed, and cannot be transferred, assigned, conveyed, hypothecated, pledged or alienated except as part of a transfer of the owner's entire ownership interest, and then only to the transferee. Any transfer of the owner's title to his or her lot shall automatically transfer the appurtenant membership and shares to the transferee.

4.3 No structure not approved as a dwelling and meeting all federal, state and local requirement for use and occupancy as a dwelling shall be occupied by any person. All dwellings in the tract shall be occupied by a single family only with the exception of temporary guests whose stay may not exceed thirty (30) days without written permission of Declarant. Declarant reserves the right to define a "single family" in its sole discretion.

4.4. Vehicles other than automobiles, which shall include without limitation all recreational vehicles, vans, busses, boats, trailers, motor homes, and trucks (other than pick-up trucks), may only be kept by owners, occupants or guests if parked inconspicuously on the side yard or backyard of the owner's property. All vehicles parked in the tract must be in good operation condition and may not be used for storage or living purposes. No vehicles may be parked in the front yard of any lot or on the street, except visitors which may park automobiles only on the street in front of the lot being visited for a maximum of three days. Should the configuration of the homeowners' property not permit storage described in this Paragraph 4.4, as determined by Declarant in its sole discretion, any such vehicle must be parked off the Lazy H Association limits.

4.5 Dogs should be confined to their own yards. Dogs not in their own yards must be on leashes and under the control of their owner, and shall not be allowed to run

throughout the Unit. All stray dogs or dogs not on leashes shall be reported to Animal Control. Dog owners are responsible to ensure that their dogs do not disturb the peace of other residents, including without limitation, by loud or prolonged barking. Owners shall take whatever steps are necessary to prevent such disturbance. Declarant has the right and power to require any owner of an animal which is inappropriate to the Unit or which consistently disturbs the peace of any resident to be permanently removed from the Unit.

ARTICLE V

APPROVAL OF PLANS

5.1 Two complete sets of building plans for each structure of any kind to be erected, placed or maintained on any lot, accompanied by two sets of specifications for the erection of the structure, together with a diagram of the proposed location for the structure on the lot, shall be submitted to Declarant, and no structure of any kind, or the plans, elevations, specifications and/or proposed location thereof which have not received the written approval of Declarant shall be considered approved and not such structure shall be erected, placed or maintained upon any lot without such approval. Approval of Declarant shall be endorsed upon such plans and specifications, and diagrams, one set to be retained by Declarant and the other set to be returned to the person submitting them. Declarant shall not be held responsible in any matter for any structural or other defects in said plans and specifications nor in any building or structure erected according to such plans and specifications. Declarant's approval is of the concept and design of the plans only and is not an approval of methods, means or workmanship of construction.

5.2 No additions, alterations or modifications to any existing structure shall be commenced or made unless and until the plans and specifications for such addition, alteration or modification have been through the process stated in Paragraph 5.1 above, which approval or disapproval shall be made by Declarant within thirty (30) days after the date of submission.

5.3 Declarant or its agent(s) may, at any reasonable time after notice, enter and inspect any property for which plans for construction, addition, alteration or modification have been submitted for approval, or any property for which such have been approved and upon which construction or alteration is underway or within thirty (30) days thereafter.

5.4 Any construction approved pursuant to this Article V must be completed within 180 days. If not completed within that time the approval of Declarant shall automatically lapse without notice and such construction may not be commenced or completed without subsequent approval by Declarant.

ARTICLE VI

RESERVATIONS AND EASEMENTS

6.1 EASEMENTS. Notwithstanding any other provisions in this declaration to

the contrary, there is hereby reserved unto Declarant, an easement and right of way, as shown on the recorded map of said subdivision, for the purpose of laying, installing, erecting, constructing, inspection, operating, replacing, renewing and maintaining telephone, telegraph, electric light and power poles, and other similar facilities and equipment, including the right to increase or change the number, size and location within such strip or easement at any time in a reasonable manner, in addition to all easements and rights of way for public utilities and other purposes reserved herein; and Declarant further reserves the right to convey, or lease the whole or any portion of such easements, right of way, or right of entry to any firm, corporation, municipal body, person or persons.

6.2 WATER RIGHTS. Notwithstanding any other provisions in this declaration to the contrary, Declarant reserved unto itself all water standing, percolating or flowing upon, under or across said property or any lot or parcel thereof which is now or may hereafter be developed thereon, together with the right to remove the same through underground channels by means of wells or tunnels on other property, and the right to drill wells and tunnels for water and to erect, operate, and maintain a pumping station or stations and other facilities for storage, distribution, processing or production of water upon any portion of said property not previously sold, transferred or conveyed by Declarant and Declarant further reserves the right to convey or lease the whole or any portion of such water, rights or facilities to any firm, corporation, municipal body, person or persons.

6.3 MINERALS. Notwithstanding any other provisions in this declaration to the contrary, Declarant reserves unto itself all metals and mineral and all petroleum, natural gas and other hydro-carbon substances in or under all portions of such land.

6.4 USE OF UNSOLD PROPERTY. Declarant will not dispose of or sell any Real Property owned by the Lazy H Landowners Association without a 65% vote of approval by all Lazy H Landowners.

ARTICLE VII

PROVISIONS FOR UPKEEP

7.1 EFFECT OF ACCEPTANCE OF DEED OF CONTRACT OF SALE. All conveyances of title and contracts of sale for property within the unit accepted by any person or entity are hereby made subject to the conditions that the grantee or vendee, by the acceptance of a deed or contract of sale, covenants for himself, his heirs, executors, administrators, successors and assigns, that Declarant shall have the right and power to do and perform for the benefit, maintenance and improvement of said property, and for the peace, health, comfort, safety and general welfare of the collective owners of said property, or the residents thereon, without Declarant incurring any liability to any person so to do, the

following things, to-wit:

7.1.1 Parks and Recreation Facilities. To purchase, lease, construct, improve, repair, maintain, operate, care for, own and dispose of parks, parkways, open spaces, recreation areas, tennis courts, bandstands, swimming pools, club house and recreational facilities incident thereto, community buildings, playgrounds, or any other structure appropriate for the use and benefit of the community.

7.1.2 Enforcement of Restrictions. To enforce the liens, charges, assessments, limitations, restrictions, conditions, and covenants and provisions of this declaration existing upon or affecting, or hereby created for the benefit of all lots in said property, over which Declarant has jurisdiction and control and to which said lots may be subject, to the extent that Declarant has the legal right as herein set forth to enforce the same, and to pay all expenses incidental thereto.

7.1.3 Payment of Taxes and Assessments. To pay taxes and assessments which may be levied by any public authority upon property uses or set apart for parks or recreation areas and improvements thereon, now or hereafter opened, laid out, or established in said property, or on all such other recreation spaces as shall be maintained for the general benefit and use of the owners of, or residents upon, lots in said property and their successors in interest and also on ornamental features, fixtures, tennis courts, swimming pools and club houses established in or upon any such property, whether taxed or assessed as part of said property or separately.

7.1.4 Interpretation and Control. To exercise such powers of interpretation, control, construction, consent, decision, determination, modification, amendment, cancellation, and annulment of covenants, reservations, restrictions, limitations, assessments, charges and liens imposed upon said property as may be vested in, delegated to or assigned to Declarant.

7.1.5 Regulation of Signs. To regulate or prohibit the erection, posting, or displaying upon any of said property of billboards or signs of any character and to remove or destroy all signs placed, erected or maintained upon said property without the authority of Declarant.

7.1.6 Levy Charges. To establish and levy such charges or fees as may be necessary to carry out, pay off and otherwise meet the expenses of carrying out and performing any of the above general enumerated powers and duties. Charges for special services rendered; labor performed; materials or supplies used or consumed; water, heat, lights, gas or power furnished; or equipment, appliances or facilities used or employed, may be assessed separately. All assessments, charges and fees shall be due and payable on the tenth (10th) day of the month following the levy and fixing thereof, and, if not paid, shall become delinquent 30 days after the date upon which they become due and payable. Declarant shall further have the power to collect said charges or fees annually from the then record owners of each and every lot in the Unit.

7.1.7 Enforcement of Restrictions. To enforce all covenants, reservations, restrictions, limitations, assessments, charges and liens by any and all lawful means including, without limitation, those set forth in Article IX.

ARTICLE VIII

DURATION, MODIFICATION AND CANCELLATION OF CONDITIONS, RESTRICTIONS AND CHARGES

8.1 DURATION. All of the covenants, conditions, restrictions, assessments and charges set forth in this declaration and all other provisions herein are imposed upon said property for the direct benefit thereof, and of each lot therein, and of the owners and occupants thereof, as a part of the general plan of development, improvement, building, equipment, maintenance and protection of said property. Said covenants, conditions, restrictions, assessments and charges shall run with the land and continue to be in full force and effect, except as hereinafter provided, and subject to the provisions of Article VII.

8.2 MODIFICATION. Any modification to this Declaration shall be in writing and shall not become effective until approved and ratified in writing by not less than the then record owners of not less than 65% of the lots subject to this declaration. All terms and conditions of this Declaration not specifically modified in such writing shall remain in full force and effect. Any such approved modification of this Declaration shall be recorded in the Office of the County Recorder of San Diego County.

8.3 CANCELLATION. The then record owners of not less than 65% of the lots subject to this declaration may cancel and annul, all or any of the provisions of this Declaration, excepting all reservations and easements, water rights, mineral, gas and oil rights, or other interests in real property herein reserved to Declarant, by an instrument in writing approved by said owners in writing which shall be recorded in the Office of the County Recorder of San Diego County.

ARTICLE IX

ENFORCEMENT OF RESTRICTIONS

9.1 DECLARANT MAY ENFORCE. Violation of any of the covenants, conditions, restrictions, or other provisions contained herein shall give to Declarant the right to enter upon the property upon which said violation exists and to summarily abate and remove, at the expense of the owner thereof, any person, vehicle, erection, thing, or condition that may be or exists thereon contrary to the intent and meaning of the provisions hereof. The right of entry includes the power to hire any appropriate professional needed to carry out the abatement or removal, the cost of which shall be charged to the property owner. Such right of entry for enforcement is granted to Declarant by each lot owner by this Declaration and Declarant shall not be deemed guilty of any manner of trespass or other infraction for such entry, abatement or removal.

9.2 **WARNINGS.** Declarant shall have the right, but not the duty or obligation to issue written warning to owners regarding violations or potential violations of this Declaration. If Declarant, in its sole discretion, determines that a written warning is appropriate, the lot owner shall have thirty (30) days to correct the violation. If the violation is not corrected in that time, Declarant may exercise any or all of its powers under this Declaration, including without limitation, those listed in Paragraph 9.1, above.

9.3 **VIOLATIONS A NUISANCE.** The result of every act or omission whereby any covenant, condition, restriction, or provision herein contained is violated, in whole or in part, is hereby declared and agreed to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against every such action or omission and may be exercised by Declarant. Such remedies shall be deemed cumulative and not exclusive.

9.4 **ENFORCEMENT BY INDIVIDUALS.** The provisions contained in this declaration shall bind and inure to the benefit of and be enforceable by each lot owner and each of their legal representative, heirs, successors, and assigns. Failure by Declarant or by any other lot owner or their legal representatives, heirs, successors, or assigns, to enforce any of such covenants, conditions, restrictions, or provisions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

9.5 **INVALIDITY.** The determination by any court that any provision of this declaration is unlawful or void shall not affect the validity of any of the other provisions hereof.

9.6 **LIENS.** Declarant shall have the power to file a lien against any lot or owner for the amount of any unpaid dues, levies, charges, costs or other monies owed to Declarant by any property or owner. Thirty (30) days after the due date for any such amount, Declarant may issue a Lien Notification Letter. If payment is not received within thirty (30) days after issuance of such letter, and no written dispute of the debt has been received from the property owner, a lien may be prepared, served on the owner and recorded with the San Diego County Recorder's Office. Such lien shall accrue interest at the legal rate and shall include all costs of obtaining, filing, perfecting and executing such lien, including reasonable attorney fees and legal costs. If a timely written notice of dispute of the debt is received from the property owner, no lien shall be recorded until such dispute has been resolved by Declarant, whose decision shall be final.

9.7 **DAMAGES INADEQUATE.** Damages as a legal remedy are declared not to be adequate compensation for any breach of the provisions of this declaration, thereby entitling the aggrieved party to the remedies stated herein.

ARTICLE X

ASSIGNMENT OF RIGHTS

10.1 Any and all of the rights, powers and reservations of Declarant herein contained may be deeded, conveyed or assigned to any other corporation or association

which is now organized or which may hereafter be organized, who have or will assume the duties of Declarant hereunder pertaining to the particular rights, powers, and reservations assigned. Upon any such corporation or association evidencing its consent in writing to accept such assignment and to assume such duties, it shall to the extent of such deed, conveyance or assignment have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein, and thereupon Declarant shall be relieved of the performance of any further duty and of any further obligation hereunder.

In Witness Whereof, Declarant has caused this Declaration to be signed by its President the day and year first above written.

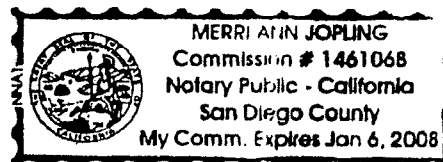
Kirk E. Maher
President, Kirk E. Maher

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

On August 25, 2005 before me, Merri Ann Jopling, Notary Public, personally appeared Kirk E. Maher, personally known to me or ~~proved to me on the basis of satisfactory evidence~~ to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Merri Ann Jopling
SIGNATURE OF NOTARY



NOTICE:

If this document contains any restrictions based
On race, color, religion, sex, familial status,
marital status, disability, national origin, or
ancestry, that restriction violates state and federal
fair housing laws and is void.

Any person holding an interest in this property
may request that the County Recorder remove the
restrictive covenant language pursuant to
subdivision of the Section 12956 of the
Government Code.

DECLARATION OF PROTECTIVE RESTRICTIONS

LAZY H COUNTRY HOMES

3291

THIS DECLARATION, MADE THIS 5TH DAY OF AUGUST, 1955, BY THOMAS B. COLBY
HEREIN AFTER REFERRED TO AS "DECLARANT", WITNESSETH:

THAT DECLARANT IS THE OWNER OF THE REAL PROPERTY DESCRIBED IN ARTICLE 1 OF
THIS DECLARATION, AND AS PART OF A GENERAL PLAN FOR THE DEVELOPEMENT, IMPROVE-
MENT, MAINTAINENCE AND PROTECTION THEREOF, AND FOR THE PURPOSE OF IMPOSING
UPON AND SUBJECTING ALL OF THE SAID REAL PROPERTY, AND EACH AND EVERY LOT AND
PORTION THEREOF, AND SUCH OTHER PROPERTY AS MAY HEREAFTER BE DECLARED AS COM-
ING UNDER THE TERMS HEREOF, TO THE COVENANTS, CONDITIONS, RESTRICTIONS, RESER-
VATIONS, LIENS AND CHARGES HEREINAFTER SET FORTH, DECLARANT DOES HEREBY DECLAR
AND ESTABLISH AS FOLLOWS:

THAT ALL OF THE LOTS, PARCELS AND PORTIONS OF SAID REAL PROPERTY AND SUCH
OTHER PROPERTY AS MAY HEREAFTER BE DECLARED AS COMING UNDER THE TERMS HEREOF
SHALL BE HELD, TRANSFERRED, SOLD AND CONVEYED BY DECLARANT, OR BY IT CONTRACTE
TO BE SOLD OR CONVEYED, SUBJECT TO THE PROVISIONS OF THIS DECLARATION AND TO
THE COVENANTS, CONDITIONS RESTRICTIONS, RESERVATIONS, LIENS AND CHARGES HEREIN
SET FORTH, EACH AND ALL OF WHICH IS AND ARE FOR THE BENEFIT OF SAID PROPERTY
AND OF EACH OWNER OR PURCHASER OF THE LAND THEREIN, AND SHALL INURE TO AND PAS
WITH SAID PROPERTY AND EACH AND EVERY LOT AND PARCEL OF LAND THEREIN, AND
SHALL APPLY TO AND BIND THE SUCCESSORS IN INTEREST OF ANY OWNER THEREOF.

THAT FULL POWER AND AUTHORIZATION TO CARRY OUT AND EXERCISE EACH AND ALL OF
THE TERMS AND PROVISIONS OF THIS DECLARATION AND THE COVENANTS, CONDITIONS,
RESTRICTIONS, RESERVATIONS, LIENS AND CHARGES HEREIN CONTAINED, AND TO DECLARE
CANCELLATIONS AND ENFORCE FORFEITURES IN EVENT OF VIOLATIONS THEREOF, AS HEREI
PROVIDED, SHALL BE VESTED IN DECLARANT UNTIL SUCH TIME AS AN ASSOCIATION OR
ORGANIZATION OF PROPERTY OWNERS SHALL HAVE BEEN FORMED FOR THAT PURPOSE AND IN
WHICH, UPON PROPER ASSIGNMENT AND CONVEYANCE THERETO FROM DECLARANT, ALL OR
PART OF SUCH POWER AND AUTHORITY MAY THEREUPON BECOME VESTED.

ARTICLE I

PROPERTY SUBJECT TO THIS DECLARATION OF PROTECTIVE RESTRICTIONS.

1.) DECLARANT IS THE OWNER OF THE REAL PROPERTY SITUATED IN THE COUNTY OF
SAN DIEGO, STATE OF CALIFORNIA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS,
TO-WIT: LAZY H COUNTRY HOMES- UNIT #1, AS SHOWN ON MAP #3291 FILED IN THE
OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, AUGUST 25, 1955

2.) DECLARANT HEREBY DECLARES THAT FROM AND AFTER THE DATE OF RECORDING THIS
DECLARATION, ALL OF THE REAL PROPERTY HEREINABOVE DESCRIBED AS LAZY H COUNTRY
HOMES UNIT #1 AND INCLUDED IN ARTICLE III HEREOF, SHALL BE SUBJECT TO AND
BOUND BY ALL OF THE PROVISIONS HEREOF AND EACH AND ALL OF THE COVENANTS, CON-
DITIONS, RESTRICTIONS, RESERVATIONS, LIENS AND CHARGES HEREIN CONTAINED AND
SET FORTH.

ARTICLE II

GENERAL BUILDING INSTRUCTIONS.

1.) DIVISION OF PROPERTY-- THE SAID PROPERTY HAS BEEN DIVIDED INTO ZONES ACCOR
DING TO, AMONG OTHER THINGS, THE CHARACTER OF THE STRUCTURES OR BUILDINGS
WHICH MAY BE ERECTED THEREIN, AND THE USES TO WHICH THE LOTS LOCATED THEREIN
AND THE STRUCTURES PERMITTED TO BE ERECTED OR MAINTAINED THEREON MAY BE PUT.
SAID ZONES, THE USES TO WHICH LOTS LOCATED IN EACH MAY BE PUT, THE CHARACTER
OF STRUCTURES PERMITTED THEREIN, THEIR LOCATION UPON THE LOT, AND THE PORTION
OF THE LOT AVAILABLE FOR BUILDING PURPOSES IN A PARTICULAR ZONE, ARE MORE PAR-
TICULARLY DESCRIBED AND SET FORTH IN ARTICLE

-1- OMIT ANY COVENANT OR RESTRICTION BASED
ON RACE, COLOR, RELIGION, SEX, HANDICAP,
FAMILIAL STATUS, OR NATIONAL ORIGIN.

11X

2.) RESTRICTIONS ON BUILDING.

(A) NO DWELLING HOUSE, outhouse, building, fence, post, sign, well, hedge, awning, tent, trailer, structure, or thing of any kind shall be erected, constructed, placed, planted, altered or maintained on any lot or lots, or portion thereof in said tract, unless and until the written approval of declarant shall first have been obtained as and in the manner hereinafter provided in Art.V.

(B) No building, structure, or premises of any kind, shall be erected, constructed, placed, altered or maintained on any lot or lots in said tract which shall be used or designed, or intended to be used, for any purpose other than that permitted in the particular zone in which said lot is located, as more set forth in Art.III hereof, and subject to the exceptions as therein set forth provided however, that this restriction and limitation shall not apply to such lot or lots as with the approval of declarant in writing may be designated, set apart, conveyed to, or held by declarant for a club, or for recreation, or community uses and purposes,

3.) ARCHITECTURAL REQUIREMENTS. DECLARANT WILL APPROVE OR DISAPPROVE ALL PLANS SUBMITTED FOR IMPROVEMENTS ON LOTS IN THE TRACT IN THE MANNER HEREINAFTER REQUIRED, WITH SPECIFIC OBLIGATION TO THE LOT OWNERS, THAT HIS APPROVAL WILL NOT BE GIVEN FOR ANY BUILDING OR IMPROVEMENT WHICH WILL PERMIT THE ERECTION, CONSTRUCTION OR ALTERATION OR MAINTENANCE OF A DWELLING HOUSE, BUILDING OR OTHER STRUCTURE WHICH WILL RENDER IT DISCORDANT OR INHARMONIOUS WITH OTHER STRUCTURES OR FOR THE PROPERTY AS A WHOLE.

4.) PRIVATE GARAGES. PRIVATE GARAGES, GUEST HOUSES, GUEST APARTMENTS, SERVANT QUARTERS AND SIMILAR OUTBUILDINGS MUST BE INCORPORATED IN AND MADE A PART OF ANY DWELLING HOUSE, OR CONNECTED WITH THE DWELLING HOUSE BY A ROOFED BREEZEWAY.

5.) SUBDIVISION OF LOTS. No lot in said tract shall be further subdivided, nor shall any part or portion of any lot be severed from, sold, conveyed or transferred apart from the original lot as the same appears upon the recorded map of said tract hereinabove referred to, without the written consent and approval of declarant, with the exception that lots 16,17,18,&19 may be subdivided into not more than two parcels each.

6.) COMPLIANCE WITH BUILDING LAWS. ANY BUILDING OR STRUCTURE WHICH ANY LOT OWNER SHALL CAUSE TO BE CONSTRUCTED, ERECTED, ALTERED OR MAINTAINED UPON ANY LOT, SHALL BE CONSTRUCTED, ERECTED, ALTERED AND MAINTAINED THEREON IN STRICT COMPLIANCE WITH THE REQUIREMENTS OF ALL STATUTES, LAWS AND ORDINANCES, WHETHER FEDERAL, STATE OR LOCAL, RELATING TO OR REGULATING BUILDING, SAFETY, OR SANITATION, WHICH MAY NOW OR HEREAFTER BE MADE APPLICABLE THERETO.

7.) PROHIBITION OF NUISANCES. THERE SHALL NOT BE ERECTED, PERMITTED OR MAINTAINED ON SAID PROPERTY OR ANY PART THEREOF, ANY FOUNDRY, QUARRY, PIT OR WELL, ANY DERRICK, CREMATORY, STABLE, CATTLE YARD, CORRAL, SLAUGHTER HOUSE, HOG PEN, PICKLE FACTORY, KENNELS OR PUBLIC LIVERY STABLES, TANNERY, PUBLIC LAUNDRY, OR UNDERTAKING ESTABLISHMENT; NOR SHALL ANY NOISY OR NOXIOUS ACTIVITY, TRADE, BUSINESS OR USE OF SAID PROPERTY WHATSOEVER BE PERMITTED, CARRIED ON, OR MAINTAINED THEREON; AND NO COWS, PIGS, SHEEP, GOATS, CHICKENS, OR OTHER LIKE BARN YARD ANIMALS OR FOWL SHALL EVER BE KEPT OR MAINTAINED THEREON; PROVIDED HOWEVER THAT HOUSEHOLD PETS MAY BE MAINTAINED ON SAID PROPERTY, BUT ONLY IN CONFORMITY WITH THE REGULATIONS OF DECLARANT, AS TO THE KIND, NUMBERS AND DISTANCE AT WHICH THEY MUST BE MAINTAINED FROM OTHER DWELLINGS

8.) DRILLING. SAID PROPERTY SHALL NOT, NOR SHALL ANY PART THEREOF, BE USED FOR THE PURPOSE OF EXPLORING FOR, TAKING THEREFROM OR PRODUCING THEREFROM, ANY MINERALS, WATER, GAS, OIL OR OTHER HYDROCARBON SUBSTANCES.

9.) LAUNDRY DRYING YARDS. No laundry, bedding, garment or thing of like nature shall be hung on the premises where visible to the public. If any such articles are to be hung outdoors, a drying yard enclosed from public view, must be provided for such purpose.

10.) SEWAGE DISPOSAL. ALL BUILDINGS OR STRUCTURES SHALL BE SO ERECTED AND CONSTRUCTED THAT ALL TOILETS AND PLUMBING FIXTURES AND SEWAGE DISPOSAL SYSTEMS THEREOF SHALL BE CONNECTED WITH A SEPTIC TANK OR CESSPOOL TO BE PROVIDED BY EACH OCCUPANT OR OWNER FOR SUCH PURPOSE, OR WITH AN ESTABLISHED SEWAGE SYSTEM.

11.) UPKEEP OF LOTS. ALL LOTS SHALL AT ALL TIMES BE KEPT IN A CLEAN, SIGHTLY AND WHOLESOME CONDITION AND NO TRASH, GARBAGE, LITTER, JUNK, BOXES, CONTAINERS, BOTTLES, CANS, MACHINERY, IMPLEMENTS, LUMBER, OR OTHER BUILDING MATERIALS SHALL BE PERMITTED TO BE OR REMAIN EXPOSED ON ANY LOT AND VISIBLE FROM ANY STREET OR ADJOINING OR NEARBY PREMISES.

ARTICLE III ZONING.

1.) ZONE R-1. RESIDENTIAL. THIS ZONE INCLUDES LOTS DESCRIBED AS FOLLOWS:
LOTS 1 TO 31 INCLUSIVE.

USES. THE LOTS IN ZONE R-1 SHALL BE USED ONLY FOR PRIVATE RESIDENCE PURPOSES. NO SUCH DWELLING WHICH IS MORE THAN ONE STORY IN HEIGHT AND OF AN AREA OF LESS THAN 1000 SQUARE FEET OF FLOOR SPACE SHALL EVER BE ERECTED, PLACED OR MAINTAINED THEREON; PROVIDED THAT DECLARANT MAY BY WRITTEN APPROVAL PERMIT THE ERECTION OF PRIVATE DWELLINGS NOT EXCEEDING TWO STORIES IN HEIGHT; SUCH APPROVAL, HOWEVER, SHALL BE GIVEN ONLY WHEN SAID DECLARANT HAVING DUE REGARD TO THE CHARACTER AND ELEVATION OF IMMEDIATELY ADJACENT LOTS OR STRUCTURES AND TO THE GENERAL PLAN, CONSIDERS IT TO BE FOR THE BEST ADVANTAGE OF THE TRACT AS A WHOLE, THAT SUCH EXCEPTION BE MADE.

SETBACKS. NO BUILDING OR PART THEREOF SHALL BE ERECTED, PLACED OR PERMITTED ON ANY LOT UNTIL THE SETBACKS SHALL HAVE BEEN APPROVED IN WRITING BY DECLARANT

ARTICLE IV LIMITATIONS ON USE AND OCCUPANCY.

1.) NO PART OF SAID PROPERTY SHALL BE SOLD TO ANY PERSON WHO IS NOT A DULY QUALIFIED MEMBER OF THE TOM COLBY SKY RANCH CLUB, A NON-PROFIT CORPORATION, INCORPORATED UNDER THE LAWS OF THE STATE OF CALIFORNIA FOR THE PURPOSE OF PROVIDING CLUB AND RECREATION FACILITIES FOR ITS MEMBERS, OR ITS SUCCESSORS THEREOF.

2.) NO PART OF SAID PROPERTY SHALL BE USED OR OCCUPIED IN WHOLE OR PART BY ANY PERSON WHO IS NOT A DULY QUALIFIED MEMBER OR GUEST OF SAID TOM COLBY SKY RANCH CLUB, OR ITS SUCCESSOR THEREOF.

ARTICLE V APPROVAL OF PLANS

1.) SUBMISSION OF PLANS. TWO COMPLETE SETS OF BUILDING PLANS FOR EACH STRUCTURE OF ANY KIND TO BE ERECTED, PLACED OR MAINTAINED ON SAID PROPERTY, ACCOMPANIED BY TWO SETS OF SPECIFICATIONS FOR THE ERECTION OF SAID STRUCTURE, TOGETHER WITH A DIAGRAM OF THE PROPOSED LOCATION THEREOF ON SAID PROPERTY, SHALL BE SUBMITTED TO DECLARANT, AND NO STRUCTURE OF ANY KIND, THE PLANS, ELEVATIONS, SPECIFICATIONS AND PROPOSED LOCATION OF WHICH HAVE NOT RECEIVED THE WRITTEN APPROVAL OF DECLARANT, SHALL BE ERECTED, PLACED OR MAINTAINED THEREON, SUCH APPROVAL SHALL BE ENDORSED UPON SAID PLANS AND SPECIFICATIONS AND ONE SET OF SUCH PLANS AND SPECIFICATIONS SHALL THEN BE FILED WITH DECLARANT. DECLARANT SHALL NOT BE RESPONSIBLE FOR ANY STRUCTURAL OR OTHER DEFECTS IN SAID PLANS AND SPECIFICATIONS, NOR IN ANY BUILDING OR STRUCTURE ERECTED ACCORDING TO SUCH PLANS AND SPECIFICATIONS.

2.) ALTERATIONS. NO ADDITIONS OR ALTERATIONS TO ANY STRUCTURE ERECTED SHALL BE COMPLETED UNLESS AND UNTIL PLANS AND SPECIFICATIONS COVERING THE PROPOSED ADDITIONS OR ALTERATIONS SHALL HAVE FIRST BEEN SUBMITTED TO DECLARANT AND BY HIM APPROVED IN WRITING.

3.) TIME FOR APPROVAL. ANY AND ALL PLANS AND SPECIFICATIONS COVERING THE CONSTRUCTION, ALTERATION OR ADDITION OF OR TO ANY BUILDING MUST BE APPROVED OR DISAPPROVED BY DECLARANT, WITHIN 30 DAYS FROM AND AFTER THE DATE OF PRESENTATION.

4.) INSPECTION. DECLARANT BY HIS AGENT OR AGENTS MAY AT ANY REASONABLE TIME AFTER NOTICE, ENTER AND INSPECT ANY PROPERTY FOR WHICH PLANS HAVE BEEN SUBMITTED FOR APPROVAL OR UPON WHICH CONSTRUCTION IS IN PROGRESS OR WITHIN 30 DAYS

AFTER COMPLETION.

ARTICLE VI RESERVATIONS AND EASEMENTS

1.) EASEMENTS. NOTWITHSTANDING ANY OTHER PROVISIONS IN THIS DECLARATION TO THE CONTRARY, THERE IS HEREBY RESERVED UNTO DECLARANT, AN EASEMENT AND RIGHT OF WAY, AS SHOWN ON THE RECORDED MAP OF SAID SUBDIVISION, FOR THE PURPOSE OF

LAYING, INSTALLING, ERECTING, CONSTRUCTING, INSPECTING, OPERATING, REPLACING, RENEWING AND MAINTAINING TELEPHONE, TELEGRAPH, ELECTRIC LIGHT AND POWER POLES, WIRES, CABLES, LINES AND UNDERGROUND CONDUITS, SEWAGE PIPES, GAS AND WATER PIPES, AND OTHER SIMILAR FACILITIES AND EQUIPMENT, INCLUDING THE RIGHT TO INCREASE OR CHANGE THE NUMBER, SIZE AND LOCATION WITHIN SUCH STRIP OR EASEMENT AT ANY TIME IN A REASONABLE MANNER, IN ADDITION TO ALL EASEMENTS AND RIGHTS OF WAY FOR PUBLIC UTILITIES AND OTHER PURPOSES RESERVED HEREIN; AND DECLARANT FURTHER RESERVES THE RIGHT TO CONVEY, OR LEASE THE WHOLE OR ANY PORTION OF SUCH EASEMENTS, RIGHT OF WAY, OR RIGHT OF ENTRY TO ANY FIRM, CORPORATION, MUNICIPAL BODY, PERSON OR PERSONS.

2.) WATER RIGHTS. NOTWITHSTANDING ANY OTHER PROVISIONS IN THIS DECLARATION TO THE CONTRARY, DECLARANT RESERVES UNTO HIMSELF ALL WATER STANDING, PERCOLATING OR FLOWING UPON, UNDER OR ACROSS SAID PROPERTY OR ANY LOT OR PARCEL THEREOF WHICH IS NOW OR MAY HEREAFTER BE DEVELOPED THEREON, TOGETHER WITH THE RIGHT TO REMOVE THE SAME THROUGH UNDERGROUND CHANNELS BY MEANS OF WELLS OR TUNNELS ON OTHER PROPERTY, AND THE RIGHT TO DRILL WELLS AND TUNNELS FOR WATER AND TO ERECT, OPERATE AND MAINTAIN A PUMPING STATION OR STATIONS AND OTHER FACILITIES FOR STORAGE, DISTRIBUTION, PROCESSING OR PRODUCTION OF WATER UPON ANY PORTION OF SAID PROPERTY NOT PREVIOUSLY SOLD, TRANSFERRED OR CONVEYED BY DECLARANT AND DECLARANT FURTHER RESERVES THE RIGHT TO CONVEY OR LEASE THE WHOLE OR ANY PORTION OF SUCH WATER, RIGHTS OR FACILITIES TO ANY FIRM CORPORATION, MUNICIPAL BODY, PERSON OR PERSONS.

3.) MINERALS. NOTWITHSTANDING ANY OTHER PROVISIONS IN THIS DECLARATION TO THE CONTRARY, DECLARANT RESERVES UNTO HIMSELF ALL METALS AND MINERAL AND ALL PETROLEUM, NATURAL GAS AND OTHER HYDRO-CARBON SUBSTANCES IN OR UNDER SUCH LAND AND EVERY PART THEREOF.

4.) USE OF UNSOLD LOTS. NOTWITHSTANDING ANY OTHER PROVISIONS IN THIS DECLARATION TO THE CONTRARY, DECLARANT RESERVES THE RIGHT TO USE, IMPROVE, REPAIR, MAINTAIN, OPERATE, CARE FOR AND DISPOSE OF ANY LOT OR LOTS OWNED OR CONTROLLED BY HIM FOR PARKS, PARKWAYS, OPEN SPACES, RECREATION FACILITIES FOR THE USE AND BENEFIT OF THE OCCUPANTS OF PROPERTY IN THE TRACT, INCLUDING THE RIGHT AT ANY TIME TO ABANDON ANY SUCH FACILITIES OR USE AND TO MOVE OR SHIFT THE SAME TO ANY OTHER LOT OR LOTS OWNED OR CONTROLLED BY DECLARANT.

ARTICLE VII PROVISIONS FOR UPKEEP.

-1.) EFFECT OF ACCEPTANCE OF DEED OF CONTRACT OF SALE. ALL CONVEYANCES OF TITLE AND CONTRACTS OF SALE HEREAFTER EXECUTED BY DECLARANT ARE HEREBY MADE SUBJECT TO THE CONDITIONS THAT THE GRANTEE OR VENDEE, BY THE ACCEPTANCE OF A DEED OR CONTRACT OF SALE, COVENANTS FOR HIMSELF, HIS HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, THAT DECLARANT SHALL HAVE THE RIGHT AND POWER TO DO AND PERFORM FOR THE BENEFIT, MAINTENANCE AND IMPROVEMENT OF SAID PROPERTY, AND FOR THE PEACE, HEALTH, COMFORT, SAFETY AND GENERAL WELFARE OF THE OWNERS OF SAID PROPERTY, OR THE RESIDENTS THEREON, WITHOUT DECLARANT INCURRING ANY LIABILITY TO ANY PERSON SO TO DO, THE FOLLOWING THINGS, TO-WIT:

(A) PARKS AND RECREATION FACILITIES. TO PURCHASE, LEASE, CONSTRUCT, IMPROVE, REPAIR, MAINTAIN, OPERATE, CARE FOR, OWN AND DISPOSE OF PARKS, PARKWAYS, OPEN SPACES, RECREATION AREAS, TENNIS COURTS, BANDSTANDS, SWIMMING POOLS, CLUB HOUSE AND RECREATIONAL FACILITIES INCIDENT THERETO, COMMUNITY BUILDINGS, PLAY GROUNDS OR ANY OTHER STRUCTURE APPROPRIATE FOR THE USE AND BENEFIT OF THE COMMUNITY.

(B) TO ENFORCE RESTRICTIONS. TO ENFORCE THE LIENS, CHARGES, ASSESSMENTS, LIMITATIONS, RESTRICTIONS, CONDITIONS, AND COVENANTS AND PROVISIONS OF THIS DECLARATION EXISTING UPON OR AFFECTING, OR HEREBY CREATED FOR THE BENEFIT OF ALL LOTS IN SAID PROPERTY, OVER WHICH DECLARANT HAS JURISDICTION AND CONTROL AND TO WHICH SAID LOTS MAY BE SUBJECT, TO THE EXTENT THAT DECLARANT HAS THE LEGAL RIGHT AS HEREIN SET FORTH TO ENFORCE THE SAME, AND TO PAY ALL EXPENSES INCIDENTAL THERETO.

(C) TO PAY TAXES AND ASSESSMENTS. TO PAY TAXES AND ASSESSMENTS WHICH MAY BE LEVIED BY ANY PUBLIC AUTHORITY UPON PROPERTY USES OR SET APART FOR PARKS OR RECREATION AREAS AND IMPROVEMENTS THEREON, NOW OR HEREAFTER OPENED, LAID OUT, OR ESTABLISHED IN SAID PROPERTY, OR ON ALL SUCH OTHER RECREATION SPACES AS SHALL BE MAINTAINED FOR THE GENERAL BENEFIT AND USE OF THE OWNERS OF, OR RES-

IDENTS UPON, LOTS IN SAID PROPERTY AND THEIR SUCCESSORS IN INTEREST AND ALSO ON ORNAMENTAL FEATURES, FIXTURES, TENNIS COURTS, SWIMMING POOLS AND CLUB HOUSES ESTABLISHED IN OR UPON ANY SUCH PROPERTY, WHETHER TAXED OR ASSESSED AS PART OF SAID PROPERTY OR SEPARATELY.

(D) INTERPRETATION & CONTROL. TO EXERCISE SUCH POWERS OF INTERPRETATION, CONTROL, CONSTRUCTION, CONSENT, DECISION, DETERMINATION, MODIFICATION, AMENDMENT, CANCELLATION, ANNULMENT AND ENFORCEMENT OF COVENANTS, RESERVATIONS, RESTRICTIONS, LIMITATIONS, ASSESSMENTS, CHARGES AND LIENS IMPOSED UPON SAID PROPERTY AS MAY BE VESTED IN, DELEGATED TO OR ASSIGNED TO DECLARANT.

(E) TO REGULATE SIGNS. TO REGULATE OR PROHIBIT THE ERECTION, POSTING, OR DISPLAYING UPON ANY OF SAID PROPERTY OF BILLBOARDS OR SIGNS OF ANY CHARACTER AND TO REMOVE OR DESTROY ALL SIGNS PLACED, ERECTED OR MAINTAINED UPON SAID PROPERTY WITHOUT THE AUTHORITY OF DECLARANT.

(F) MAXIMUM CHARGES. TO ESTABLISH AND LEVY SUCH CHARGES OR FEES AS MAY BE NECESSARY TO CARRY OUT, PAY OFF AND OTHERWISE MEET THE EXPENSES OF CARRYING OUT AND PERFORMING ANY OF THE ABOVE GENERAL ENUMERATED POWERS AND DUTIES, PROVIDED THAT THE AMOUNT OF SUCH CHARGE OR FEE SHALL IN NO EVENT EXCEED IN ANY ONE YEAR THE SUM OF \$25. FOR EACH LOT AND PROVIDED FURTHER THAT SUCH LIMITATIONS SHALL NOT APPLY TO CHARGES FOR SPECIAL SERVICES RENDERED, LABOR PERFORMED MATERIALS OR SUPPLIES USED OR CONSUMED; WATER, HEAT, LIGHTS, GAS OR POWER FURNISHED; OR EQUIPMENT, APPLIANCES OR FACILITIES USED OR EMPLOYED; TO PROVIDE THAT ALL ASSESSMENTS, CHARGES AND FEES SHALL BE DUE AND PAYABLE ON THE FIRST DAY OF THE MONTH FOLLOWING THE LEVY AND FIXING THEREOF AND SHALL BECOME DELINQUENT 60 DAYS AFTER THE DATE UPON WHICH THEY BECOME DUE AND PAYABLE AND TO COLLECT SAID CHARGES OR FEES ANNUALLY FROM THE THEN OWNERS OR BUYER UNDER CONTRACT OF PURCHASE OF EACH AND EVERY LOT IN SAID PROPERTY.

ARTICLE VIII SCOPE AND DURATION OF CONDITIONS -- RESTRICTIONS AND CHARGES

1. RESTRICTIONS TO RUN UNTIL 1975. ALL OF THE COVENANTS, CONDITIONS, RESTRICTIONS, ASSESSMENTS AND CHARGES SET FORTH IN THIS DECLARATION AND ALL OTHER PROVISIONS HEREIN ARE IMPOSED UPON SAID PROPERTY FOR THE DIRECT BENEFIT THEREOF, AND OF EACH LOT THEREIN, AND OF THE OWNERS AND OCCUPANTS THEREOF, AS A PART OF THE GENERAL PLAN OF DEVELOPMENT, IMPROVEMENT, BUILDING, EQUIPMENT, MAINTENANCE AND PROTECTIONS OF SAID PROPERTY AND SAID COVENANTS, CONDITIONS, RESTRICTIONS, ASSESSMENTS AND CHARGES SHALL RUN WITH THE LAND AND CONTINUE TO BE IN FULL FORCE AND EFFECT, EXCEPT AS HEREINAFTER PROVIDED, AND SUBJECT TO THE PROVISIONS OF ARTICLE IX HEREOF, UNTIL JANUARY 1, 1975 AND SHALL AS THEN IN FORCE BE CONTINUED AUTOMATICALLY AND WITHOUT FURTHER NOTICE FROM THAT TIME FOR A PERIOD OF TEN YEARS AND THEREAFTER FOR SUCCESSIVE PERIODS OF TEN YEARS EACH WITHOUT LIMITATIONS, UNLESS WITHIN SIX MONTHS PRIOR TO JANUARY 1, 1975, OR WITHIN SIX MONTHS PRIOR TO THE EXPIRATION OF ANY SUCCESSIVE TEN YEAR PERIOD THEREAFTER, THE WRITTEN AGREEMENT EXECUTED BY THE THEN RECORD OWNERS OF NOT LESS THAN 65% IN AREA OF SAID PROPERTY THEN SUBJECT TO THIS DECLARATION, EXCLUSIVE OF STREETS, PARKS AND OPEN SPACES SHALL BE PLACED ON RECORD IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY BY THE TERMS OF WHICH AGREEMENT OF ANY OF THE SAID COVENANTS, CONDITIONS, RESTRICTIONS, ASSESSMENTS OR CHARGES MAY BE CHANGED, MODIFIED OR EXTINGUISHED IN WHOLE OR PART OF THE PROPERTY THEN SUBJECT THERETO, IN THE MANNER AND TO THE EXTENT THEREIN PROVIDED.

2. IN THE EVENT THAT ANY SUCH WRITTEN AGREEMENT OF CHANGE OR MODIFICATION BE FULLY EXECUTED AND RECORDED, THE ORIGINAL COVENANTS, CONDITIONS, RESTRICTIONS, ASSESSMENTS AND CHARGES AS THEREIN MODIFIED SHALL CONTINUE IN FORCE FOR SUCCESSIVE PERIODS OF TEN YEARS EACH, UNLESS AND UNTIL FURTHER CHANGED, MODIFIED OR EXTINGUISHED IN THE MANNER HEREIN PROVIDED.

ARTICLE IX CANCELLATION AND ANNULMENT OF CONDITIONS, RESTRICTIONS AND CHARGE

1. RESTRICTIONS MAY BE CANCELLED AFTER 1975. AT ANY TIME AFTER THE FIRST DAY OF JANUARY 1975, THE OWNERS OF RECORD OF LOTS IN THE PROPERTY THEN SUBJECT TO THIS DECLARATION, HAVING AN AGGREGATE AREA EQUIVALENT TO NOT LESS THAN SIXTY-FIVE% OF THE TOTAL AREA OF SAID PROPERTY THEREIN DESCRIBED, AND WHO SHALL INCLUDE IN THEIR NUMBER OF OWNERS OF RECORD OF NOT LESS THAN 65% IN AREA OF

THE LOTS THEREIN DESCRIBED ON WHICH DWELLING HOUSES OR OTHER PRINCIPAL STRUCTURES ARE THEN LOCATED, MAY CANCEL AND ANNUL, WITH RESPECT TO SAID PROPERTY THEREIN DESCRIBED, ALL OR ANY OF THE COVENANTS, CONDITIONS, RESTRICTIONS, ASSESSMENTS AND CHARGES CONTAINED IN THIS DECLARATION, EXCEPTING ALL RESERVATIONS AND ANY EASEMENTS, WATER RIGHTS, MINERAL, GAS AND OIL RIGHTS, OR OTHER INTERESTS IN REAL PROPERTY HEREIN RESERVED TO DECLARANT AND THE PROHIBITION OF PARAGRAPH 8 OF ARTICLE II HEREOF, BY AN INSTRUMENT IN WRITING SIGNED BY SAID OWNERS WHICH SHALL BE ACKNOWLEDGED BY THEM SO AS TO ENTITLE IT TO RECORD AND BE RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY.

ARTICLE X REVERSION OF TITLE

-1. PENALTIES FOR BREACH OF RESTRICTIONS. A BREACH OF ANY OF THE RESTRICTIONS, COVENANTS HEREBY ESTABLISHED SHALL CAUSE THE LOT, PIECE, OR PARCEL OF LAND UPON WHICH SAID BREACH OCCURS TO REVERT TO DECLARANT OR ITS SUCCESSORS IN INTEREST AS OWNERS OF SUCH REVERSIONARY RIGHTS, WHO SHALL HAVE THE RIGHT TO IMMEDIATE RE-ENTRY UPON SUCH REAL PROPERTY IN THE EVENT OF ANY SUCH BREACH AND AS TO EACH LOT OWNER IN THE SAID PROPERTY THE SAID RESTRICTIONS, CONDITIONS AND COVENANTS SHALL BE COVENANTS RUNNING WITH THE LAND AND OF ANY BREACH OF ANY THEREOF, AND THE CONTINUANCE OF ANY SUCH BREACH MAY BE ENJOINED, ABATED OR OTHERWISE REMEDIED BY APPROPRIATE PROCEEDINGS BY DECLARANT, THE OWNER OF THE REVERSIONARY RIGHTS, OR BY ANY SUCH OWNER OF OTHER LOTS OR PARCELS IN SAID PROPERTY, BUT SUCH REVERSION SHALL NOT AFFECT OR IMPAIR THE LIEN OF ANY BONA FIDE MORTGAGE OR DEED OF TRUST WHICH SHALL HAVE BEEN GIVEN IN GOOD FAITH AND FOR VALUE; PROVIDED, HOWEVER, THAT ANY SUBSEQUENT OWNER OF SAID PROPERTY SHALL BE BOUND BY THE SAID RESTRICTIONS, CONDITIONS, COVENANTS AND PROVISIONS OF THIS DECLARATION WHETHER OBTAINED BY FORECLOSURE OR AT TRUSTEE'S SALE OR OTHERWISE.

ARTICLE XI ENFORCEMENT OF RESTRICTIONS

-1. DECLARANT MAY ENFORCE. VIOLATION OF ANY OF THE COVENANTS, CONDITIONS, RESTRICTIONS, OR OTHER PROVISIONS HEREIN CONTAINED SHALL GIVE TO DECLARANT THE RIGHT TO ENTER UPON THE PROPERTY UPON WHICH SAID VIOLATION EXISTS AND TO SUMMARILY ABATE AND REMOVE, AT THE EXPENSE OF THE OWNER THEREOF, ANY PERSON, ERECTION, THING OR CONDITION THAT MAY BE OR EXISTS THEREON CONTRARY TO THE INTENT AND MEANING OF THE PROVISIONS HEREOF; AND DECLARANT SHALL NOT THEREBY BE DEEMED GUILTY OF ANY MANNER OF TRESPASS FOR SUCH ENTRY, ABATEMENT OR REMOVAL.

2. VIOLATIONS A NUISANCE. THE RESULTS OF EVERY ACT OR OMISSION WHEREBY ANY COVENANTS, CONDITION, RESTRICTION OR PROVISION HEREIN CONTAINED IS 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 AGAINST EVERY SUCH RESULT AND MAY BE EXERCISED BY DECLARANT. SUCH REMEDIES SHALL BE DEEMED CUMULATIVE AND NOT EXCLUSIVE.

3. INDIVIDUALS MAY ALSO ENFORCE RESTRICTIONS. THE PROVISIONS CONTAINED IN THIS DECLARATION SHALL BIND AND INURE TO THE BENEFIT OF AND BE ENFORCEABLE BY DECLARANT OR BY THE OWNER OR OWNERS OF ANY PORTION OF SAID PROPERTY, THEIR AND EACH OF THEIR LEGAL REPRESENTATIVE, HEIRS, SUCCESSORS AND ASSIGNS AND FAILURE BY DECLARANT OR BY ANY OTHER PROPERTY OWNER OR THEIR LEGAL REPRESENTATIVE, HEIRS, SUCCESSORS OR ASSIGNS TO ENFORCE ANY OF SUCH COVENANTS, CONDITIONS RESTRICTIONS OR PROVISIONS HEREIN CONTAINED SHALL IN NO EVENT BE DEEMED A WAIVER OF THE RIGHT TO DO SO THEREAFTER.

4. CONSTRUCTION. THE DETERMINATION OF ANY COURT THAT ANY PROVISION OF THIS DECLARATION IS UNLAWFUL OR VOID SHALL NOT AFFECT THE VALIDITY OF ANY OF THE OTHER PROVISIONS HEREOF.

5. DAMAGES NOT ADEQUATE REMEDY. DAMAGES ARE DECLARED NOT TO BE ADEQUATE COMPENSATION FOR ANY BREACH OF THE PROVISIONS OF THIS DECLARATION, DECLARANT CONTEMPLATING THE ENFORCEMENT OF SUCH PROVISIONS AS PART OF THE GENERAL PLAN OF IMPROVEMENT, AND NOT DAMAGES FOR THE BREACH OF SUCH PROVISIONS.

ARTICLE XII

1. ANY AND ALL OF THE RIGHTS, POWERS AND RESERVATIONS OF DECLARANT HEREIN CONTAINED MAY BE DEEDED, CONVEYED OR ASSIGNED TO ANY OTHER CORPORATION OR ASSOCIATION WHICH IS NOW ORGANIZED OR WHICH MAY HEREAFTER BE ORGANIZED. OR PERSON OR PERSONS WHO WILL ASSUME THE DUTIES OF DECLARANT HEREUNDER PERTAINING TO THE PARTICULAR RIGHTS, POWERS AND RESERVATIONS ASSIGNED, AND UPON ANY SUCH CORPORATION, ASSOCIATION, PERSON OR PERSONS EVIDENCING ITS CONSENT IN WRITING TO ACCEPT SUCH ASSIGNMENTS AND TO ASSUME SUCH DUTIES, IT SHALL TO THE EXTENT OF SUCH DEED, CONVEYANCE OR ASSIGNMENT HAVE THE SAME RIGHTS AND POWERS AND BE SUBJECT TO THE SAME OBLIGATIONS AND DUTIES AS ARE GIVEN TO AND ASSUMED BY DECLARANT HEREIN, AND THEREUPON DECLARANT SHALL BE RELIEVED OF THE PERFORMANCE OF ANY FURTHER DUTY AND OF ANY FURTHER OBLIGATION HEREUNDER.

ARTICLE XIII DEFINITION OF TERMS

1. THE TERM "RESTRICTIONS" WHEREVER USED HEREIN INCLUDES AND MEANS AND SHALL BE INTERPRETED AND CONSTRUED TO MEAN WHEREVER NECESSARY TO CARRY OUT THE PURPOSE AND INTENTION OF THIS DECLARATION, CEVENANT, CONDITION, LIEN, ASSESSMENT, CHARGE AND RESTRICTION.
2. THE WORD "DECLARANT" AS USED HEREIN MEANS, AND SHALL BE CONSTRUED TO INCLUDE WHEREVER NECESSARY TO CARRY OUT THE INTENTION AND PURPOSE OF THIS, DECLARATION. THE AGENTS OF AND THE SUCCESSORS AND ASSIGNS OF DECLARANT, INCLUDING ANY CORPORATION, ASSOCIATION. ASSOCIATION OF PROPERTY OWNERS. PARTNERSHIP TRUSTEE OR INDIVIDUAL NOW OR HEREAFTER FORMED OR NAMED AS SUCCESSOR OR ASSIGN OR ASSIGNEE OF ALL OR ANY PART OF THE RIGHTS. POWERS. DUTIES AND OBLIGATIONS OF DECLARANT.
3. THE WORD "LOT" WHEREVER USED IN THIS DECLARATION MEANS AND REFERS TO ONE OF THE NUMBERED PARCELS OF REAL PROPERTY AS SHOWN ON THE MAP HEREIN ABOVE REFERRED TO.
4. THE WORD "PROPRTY" OR "TRACT" OR "SUBDIVISION" WHEREVER USED IN THIS DECLARATION MEAN AND REFER TO ALL OF THE REAL PROPERTY SUBJECT TO THIS DECLARATION.
5. THE WORD "STREET" WHEREVER USED IN THIS DECLARATION MEANS AND REFERS TO ANY STREET, HIGHWAY, WALK, OR OTHER THOROUGHFARE SHOWN ON THE DAY OF RECORD OF THE LAND SUBJECT TO THIS DECLARATION, OR VISIBLE WHETHER DESIGNATED AS STREETS, AVENUES, PLACES, DRIVES, ROADS, BOULEVARDS, TERRACES, WAYS, CIRCLES, ALLEYS OR OTHERWISE.
6. THE TERM "SETBACK" WHEREVER USED IN THIS DECLARATION MEANS THE DISTANCE BETWEEN THE DWELLING HOUSE OR BUILDING REFERRED TO AND THE GIVEN STREET OR SIDE OR REAR LINE OF THE PARTICULAR LOT OR PARCEL OF PROPERTY UPON WHICH SAID STRUCTURE IS LOCATED.
7. THE TERM "OWNER" WHEREVER USED HEREIN SHALL BE CONSTRUED TO INCLUDE AND MEANS, WHEREVER NECESSARY TO CARRY OUT THE PURPOSES AND INTENTIONS OF THIS DECLARATION, AN OWNER, BUYER UNDER CONTRACT OF PURCHASE, LEASEE, RESIDENT, OCCUPAN OR USER OF ANY PROPERTY COVERED BY THIS DECLARATION.

IN WITNESS WHEREOF, DECLARANT HAS CAUSED HIS NAME TO BE SIGNED THE DAY AND YEAR FIRST ABOVE WRITTEN.

THOMAS B. COLBY

THOMAS B. COLBY

WITNESS: EDITH EDDY WARD
STATE OF CALIFORNIA)

COUNTY OF SAN DIEGO) SS. ON THIS 5TH DAY OF AUGUST, IN THE YEAR 1955, BEFORE ME
JEAN POWELL, NOTARY PUBLIC, PERSONALLY APPEARED EDITH EDDY WARD, KNOWN TO ME TO
BE THE PERSON WHOSE NAME IN SUBSCRIBED TO THE WITHIN INSTRUMENT, AS A WITNESS
THERETO, WHO BEING BY ME DULY SWORN, DEPOSES AND SAYS; THAT SHE RESIDED IN PALM
DESERT CALIF. THAT SHE WAS PRESENT AND SAW THOMAS B. COLBY PERSONALLY KNOWN TO
HER TO BE THE PERSON DESCRIBED IN AND WHOSE NAME IS SUBSCRIBED TO THE WITHIN
AND ANNEXED INSTRUMENT, EXECUTE AND DELIVER THE SAME; AND THAT HE ACKNOWLEDGED
TO SAID AFFIANT THAT HE EXECUTED THE SAME AND REQUESTED AFFIANT TO SIGN AS A
SUBSCRIBING WITNESS AND THEREUPON AFFIANT SUBSCRIBED HIS NAME AS SUCH SUBSCRIBI
WITNESS. WITNESS MY HAND AND OFFICIAL SEAL. JEAN POWELL. NOTARY PUBLIC IN
AND FOR SAID COUNTY AND STATE. MY COMMISSION EXPIRES JULY 26, 1957
(SEAL)