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VERA L. LYLE
COUNTY RECORDER

Recording Requested By:)
 CALIFORNIA WORLD TITLE COMPANY)
 ORDER #57890-05)
 When Recorded Return To:)
)
 4565 Ohio Ltd.)
)
 c/o Condominium Consultants, Inc.)
 3268-1/2 Rosecrans Street)
 San Diego, California 92110)
 (619) 224-2891)
 Attention: Ohio Place Condominium)
 Association)
)
)

RF	38
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(Space Above for Recorder's Use)

DECLARATION OF COVENANTS,
 CONDITIONS AND RESTRICTIONS
 FOR
 OHIO PLACE
 (a Condominium Project)

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U.A.

"Restrictions herein, if any, based on race, color, religion, sex, handicap, familial status or national origin are deleted."

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TABLE OF CONTENTS

	<u>Page</u>
Recitals	1
<u>Article</u>	
<u>I. Definitions</u>	
1.1 --- Corporation	2
1.2 --- Board	2
1.3 --- Condominium Property	2
1.4 --- Owner	2
1.5 --- Condominium Plan	2
1.6 --- Condominium	2
1.7 --- Unit	2
1.8 --- Common Area	2
1.9 --- Exclusive Use Area	3
1.10 -- Declarant	3
1.11 -- Mortgage	3
1.12 -- Mortgagee	3
1.13 -- Mortgagor	3
1.14 -- Bylaws	3
1.15 -- Articles	3
1.16 -- Member	3
1.17 -- Project	3
1.18 -- Declaration	3
1.19 -- PFLMC	3
1.20 -- FNMA	3
<u>II. Membership and Voting Rights in Corporation</u>	
2.1 --- Types of Members	3
2.2 --- Rights of Corporation	4
2.3 --- Rights of Board	4
2.4 --- Financial Statements	5
2.5 --- Right to Enter	5
2.6 --- Personal Liability	5
<u>III. Covenant for Maintenance Assessment to Corporation</u>	
3.1 --- Obligation of Assessment	5
3.2 --- Rate of Assessments	6
3.3 --- Commencement of Assessment	7
3.4 --- Interest on Assessment	7
3.5 --- Delinquent Assessment	7
3.6 --- Assessment Lien	8
3.7 --- Subordination of Assessment Lien	8

OFFICIAL RECORDS, SAN DIEGO COUNTY, VERA L. LYLE, RECORDER

IV.	<u>Use of Units and Common Area as Described in Condominium Plan</u>	
	4.1 --- Use of Units	8
	4.2 --- Lease of Units	9
	4.3 --- Insurability	9
	4.4 --- Pets	9
	4.5 --- Interference of Other Occupants	9
	4.6 --- Signs	10
	4.7 --- Antennae, Flag Poles, etc.	10
	4.8 --- Remodeling the Common Area	10
	4.9 --- Offensive Activities and Conditions	10
	4.10 -- Car Maintenance and Power Equipment	10
	4.11 -- Use of Common Area	11
	4.12 -- Exclusive Use of Nonexclusive Area	11
	4.13 -- Liability for Damage to Common Area	12
	4.14 -- Interior of Units	12
	4.15 -- Exclusive Use Areas	12
	4.16 -- Patios, Balconies and Parking	12
	4.17 -- Architectural Committee	13
V.	<u>Responsibilities of Maintenance</u>	
	5.1 --- Responsibilities of Owner	13
	5.2 --- Responsibilities of Corporation	14
	5.3 --- Entirety of Unit	14
VI.	<u>Partition Prohibited</u>	14
VII.	<u>Power of Attorney</u>	14
VIII.	<u>Special Restrictions</u>	15
IX.	<u>Damage, Destruction and Condemnation of Common Area</u>	
	9.1 --- Fire or Casualty	15
	9.2 --- Eminent Domain	16
	9.3 --- Insurance Policy	17
X.	<u>Damage and Destruction of Living Units</u>	
	10.1 --- Reconstruction of Unit	18
	10.2 --- Taking of Unit	18
XI.	<u>Enforcement</u>	
	11.1 --- Right to Enforce	18
	11.2 --- Failure to Enforce	18
XII.	<u>General Provisions</u>	
	12.1 --- Effect of Void Provision	19
	12.2 --- Term of Declaration	19

OFFICIAL RECORDS, SAN DIEGO COUNTY, VERA L. LYLA, RECORDER

XII. (continued)

12.3 --- Declaration of Annexation	19
12.4 --- Amendment of Declaration	19
12.5 --- Costs of Litigation	20
12.6 --- Easements	20
12.7 --- Completion of Construction by Declarant . . .	21
12.8 --- Completion of Common Area Improvements . . .	22
12.9 --- Compliance with Declaration	22
12.10 -- Breach of Covenants, Conditions and Restrictions	22

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THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made this 24th day of May, 1984, by 4565 OHIO LTD., a California limited partnership, hereinafter called "Declarant.":

This Declaration is made with reference to the following:

RECITALS

A. Declarant is the Owner of the real property located in the City of San Diego, County of San Diego, State of California, more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof. Said real property is hereinafter called the "Condominium Property."

B. Declarant has or will hereafter file a Condominium Plan with the Office of the County Recorder of San Diego County, California, covering the Condominium Property.

C. Declarant has or intends to improve the Condominium Property by establishing thereon eight (8) condominium units and intends to establish a Condominium Project under the provisions of the California Condominium Act providing for separate title to Living Units (as hereinafter defined), appurtenant to which will be an undivided fractional interest in the Common Area (as hereinafter defined).

D. The Owners of a Condominium in the Project will receive title to a Living Unit plus an appurtenant undivided one-eighth (1/8) fractional interest as tenant in common in the Common Area. Each Condominium shall have appurtenant to it a membership in the OHIO PLACE CONDOMINIUM ASSOCIATION, a California non-profit mutual benefit corporation ("Corporation"), organized under the Nonprofit Mutual Benefit Corporation Law (California Corporations Code Sections 7110 et seq.), which will be the management body for the Condominium Project.

E. Before selling or conveying any interests in the Condominium Project, Declarant desires to subject the Condominium Property in accordance with a common plan to certain covenants, conditions and restrictions for the benefit of Declarant and any and all present and future Owners of the Condominium Property.

NOW, THEREFORE, Declarant hereby certifies and declares and does hereby establish the following general plan for the protection and benefit of all of the Condominium Property, and has fixed and does hereby fix the following protective covenants, conditions and restrictions upon each and every ownership interest in the Condominium Property, under which said covenants, conditions and restrictions, each ownership interest in the Condominium Property shall be hereafter held, used, occupied, leased, sold, encumbered, conveyed and/or transferred. Each and all of said covenants, conditions and restrictions are for the

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purpose of protecting the value and desirability of, and shall inure to the benefit of all of the Condominium Property described above, and shall run with and be binding upon and pass with the Condominium Property, and each and every ownership interest therein, and shall inure to the benefit of, apply to, and bind the respective successors in title or interest of Declarant.

ARTICLE I

DEFINITIONS

1.1 "CORPORATION" shall mean and refer to OHIO PLACE CONDOMINIUM ASSOCIATION, a California nonprofit mutual benefit corporation, formed and maintained pursuant to the California Nonprofit Mutual Benefit Corporation Law (California Corporations Code Section 7110 et seq.), its successors and assigns.

1.2 "BOARD" shall mean and refer to the Board of Directors of the Corporation.

1.3 "CONDOMINIUM PROPERTY" shall mean and refer to that real property located in the County of San Diego, California, described on the first page hereof.

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

1.5 "CONDOMINIUM PLAN" shall mean and refer to the Condominium Plan recorded pursuant to California Civil Code Section 1351, covering the Condominium Property, including such amendments thereto as may from time to time be recorded.

1.6 "CONDOMINIUM" shall mean and refer to a fee simple estate in the Condominium Property, as defined in Section 783 of the California Civil Code, and shall consist of a separate interest in a Living Unit and an undivided fractional interest as tenant-in-common in the Common Area, together with any Exclusive Use Area conveyed appurtenant thereto.

1.7 "UNIT" and/or "LIVING UNIT" [as defined in Section 1350(2) of the Civil Code] shall mean and refer to those portions of the Condominium Property shown and described as such on the Condominium Plan.

1.8 "COMMON AREA" shall mean and refer to all portions of the Condominium Property not located within a Unit.

1.9 "EXCLUSIVE USE AREA" shall mean and refer to those portions of the Common Area to which an exclusive right to use is granted to an Owner and is shown and identified on the Condominium Plan as "B" denoting balcony areas, "PS" denoting parking space areas, "G" denoting garage areas and "P" denoting patio areas.

1.10 "DECLARANT" shall mean and refer to 4565 OHIO LTD., a California limited partnership, its successors and assigns, if such successors or assigns should acquire all of the Condominium Property from Declarant.

1.11 "MORTGAGE" shall mean and refer to a Deed of Trust as well as a mortgage.

1.12 "MORTGAGEE" shall mean and refer to a Beneficiary under or holder of a Deed of Trust as well as a Mortgagee.

1.13 "MORTGAGOR" shall mean and refer to the trustor of a Deed of Trust as well as a Mortgagor.

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

1.15 "ARTICLES" shall mean and refer to the Articles of Incorporation of the Corporation as they may from time to time be amended.

1.16 "MEMBER" shall mean and refer to a person entitled to membership in the Corporation as provided herein.

1.17 "PROJECT" shall mean and refer to the entire real property, including all structures and improvements erected or to be erected thereon.

1.18 "DECLARATION" shall mean and refer to this enabling Declaration of Restrictions as it may from time to time be amended.

1.19 "FHLMC" shall mean and refer to Federal Home Loan Mortgage Corporation.

1.20 "FNMA" shall mean and refer to Federal National Mortgage Association.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS IN CORPORATION

2.1 Every Owner of a Condominium shall be a Member of the Corporation. Membership shall be appurtenant to and may not be separated from ownership of any Condominium. Each Owner is

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obligated promptly, fully and faithfully to comply with and conform to the Articles and Bylaws and the Rules and Regulations adopted thereunder from time to time by the Board and officers of the Corporation. Membership in the Corporation shall not be transferred, pledged or alienated in any way, except upon the sale of the Condominium to which it is appurtenant, and then only to the purchaser. The transfer of title to a Condominium or the sale of a Condominium and transfer of possession thereof to the purchaser shall automatically transfer the membership appurtenant to such Condominium to the transferee.

The Corporation shall have two classes of voting membership:

Class A. Class A Members shall be all Owners of a Condominium with the exception of Declarant, and shall be entitled to one (1) vote for each Condominium owned. When more than one person holds an interest in any Condominium, all such persons shall be Members. The vote for such Condominium shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Condominium.

Class B. Class B Member(s) shall be the Declarant and shall be entitled to three (3) votes for each Condominium owned. The Class B membership shall automatically terminate and forever cease to exist and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership; or

(b) Two (2) years following the date of original issuance by the California Department of Real Estate of its Final Subdivision Public Report covering the Condominium Property.

2.2 Except as otherwise provided herein, the Corporation acting through the Board and officers shall have the sole and exclusive right and duty to manage, operate, control, repair, replace or restore all of the Common Area or any portion thereof together with the improvements, trees, shrubbery, plants and grass thereon, all as more fully set forth in this Declaration, the Articles and the Bylaws.

2.3 The Board shall have the right to adopt reasonable rules not inconsistent with the provisions contained in this Declaration, and to amend the same from time to time relating to the use of the Common Area and other facilities situated thereon by Owners and by their tenants or guests, and the conduct of such persons with respect to automobile parking, outside storage of boats, trailers, bicycles and other objects, disposal of waste

materials, drying of laundry, control of pets and other activities when, if not so regulated, might detract from the appearance of the community or offend or cause inconvenience or danger to persons residing or visiting therein. Such rules may provide that the Owner of a Condominium whose occupant leaves property on the Common Area in violation of the rules may be assessed after appropriate notice and an opportunity for a hearing before the Board to cover the expense incurred by the Corporation in removing such property and storing or disposing thereof.

2.4 The Board shall regularly prepare and distribute to all Members of the Corporation: (i) a balance sheet as of the end of the fiscal year; (ii) an operating (income) statement for the fiscal year; (iii) a statement of changes in financial position for the fiscal year; and (iv) for any fiscal year in which the gross income to the Corporation exceeds \$75,000, a copy of the review of the annual report prepared in accordance with generally accepted accounting principles by a licensee of the California State Board of Accountancy. The provisions of this Section 4 shall be performed in accordance with Section 1730 of the California Civil Code (defined more fully in the Bylaws of the Corporation), as it may be amended from time to time.

2.5 For the purpose of performing the maintenance of the Common Area or for any other purpose reasonably related to the performance by the board of its responsibilities under this Declaration, the Corporation's agents or employees shall have the right, after reasonable notice to the Owner, to enter any Living Unit or upon any portion of the Common Area (including any Exclusive Use Area) at reasonable hours; provided, however, except during an emergency, there shall be no entry into a Living Unit without the Owner's written consent, which consent shall not unreasonably be withheld. When there is an entrance to any Living Unit or Exclusive Use Area, such entrance shall be made with as little inconvenience to the Owner as possible and any damage caused shall be repaired by the Corporation.

2.6 In discharging their duties and responsibilities, the Board acts on behalf of and as representative of the Corporation which acts on behalf of and as representative of the Owners, and no Member thereof shall be individually or personally liable or obligated for performance of such duties or responsibilities unless he fails to act in good faith.

ARTICLE III

COVENANT FOR MAINTENANCE ASSESSMENT TO CORPORATION

3.1 The Declarant, for each Condominium owned within the project, hereby covenants, and each Owner of any Condominium by acceptance of a deed therefor, whether or not it shall be so

OFFICIAL RECORDS, SAN DIEGO COUNTY, VERA L. LYLE, RECORDER

expressed in such Deed, is deemed to covenant and agree to pay to the Association: (a) regular assessments, which shall include an adequate reserve fund for periodic maintenance, repair and replacement of the Common Area; and (b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The regular and special assessments, together with interest, costs and reasonable attorneys' fees, 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 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 an Owner's successors in title unless expressly assumed by them.

3.2 Rate of Assessments.

(a) The regular assessments against the Condominiums shall be comprised of (2) categories of budgeted items, to wit:

(i) Those anticipated Corporation expenses which will be allocated to the Condominium on a weighted basis (referred to herein as "unequally shared expenses"); and,

(ii) All other expenses and reserve amounts which will be allocated equally among all of the Condominiums.

The unequally shared expenses shall be:

(A) The reserve for water heater repair and replacement.

(B) All expenses for gas supplied to the Project;

(C) All insurance premiums paid by the Corporation for fire, theft, public liability and property damage insurance;

(D) All expenses for domestic water supplied to the Project, exclusive of irrigation water;

(E) The reserve for repainting the exterior of the building;

(F) The reserve for replacement of the roof;

The unequally shared expenses shall be weighted among the Condominiums upon the basis of the ratio of the square footage of the Living Unit of the Condominium to be assessed to the total square footage of the floor area of all condominiums to be assessed (see Exhibit "B" for the "Proration Schedule"). The

OFFICIAL RECORDS, SAN DIEGO COUNTY, VERA L. LYLE, RECORDER

square footage of each Living Unit is described on the Condominium Plan and in Exhibit "B," shall not change regardless of any changes within any Living Unit.

(b) Special assessments (other than special assessments imposed by reason of noncompliance with the Articles, Bylaws and Declaration or the rules and regulations adopted by the Board, or special assessments to raise funds for the rebuilding or major repair of a portion of the structural Common Area) shall be levied upon each Condominium at a uniform rate. A special assessment against Members to raise funds for the rebuilding or major repair of a portion of the structural Common Area shall be levied upon the basis of the ratio of the square footage of the floor area of the Unit of the Condominium to be assessed to the total square footage of the aggregate floor area of the Units in all Condominiums to be assessed. Any assessment not paid within thirty (30) days after the due date shall be delinquent and shall bear interest from the date due at the rate provided for in the Bylaws, pursuant to Title 1, Section 1725, Part 4 of Division 3 of the California Civil Code.

Assessments may be collected on a monthly basis or otherwise as determined by the Board. If for any reason whatsoever one or more Condominiums is not required to pay assessments, each of the remaining Condominiums shall bear assessments in the same proportion that each unit now bears to the others.

3.3 The regular assessments shall commence as to all Condominiums on the first day of the calendar month following the close of the first sale of a Condominium by Declarant. Written Notice of Assessment shall be given to every Owner subject thereto. Assessments may be collected on a monthly basis or otherwise as determined by the Board. The Corporation shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Corporation setting forth whether the assessments on a specified Condominium have been paid.

3.4 Any assessment not paid within thirty (30) days after the date due shall bear interest from the date due at the rate provided in the Bylaws.

3.5 At any time after any assessments levied by the Corporation affecting any Condominium have become delinquent, the Board may file for recording in the Office of the San Diego County Recorder a Notice of Delinquency as to such Condominium, which Notice shall state all amounts which have become delinquent with respect to such Condominium and the costs (including attorney's fees), penalties and interest which have accrued thereon, the amount of any assessments relating to such Condominium which are due and payable although not delinquent, a description of the Condominium with respect to which the delinquent assessments are owed, and the name of the record or

reputed Owner of such Condominium. Such Notice shall be signed by the President or other Officer of the Board, or by a majority of the members of the Board, or by the Corporation's attorney. In the event the delinquent assessments and all other assessments which have become due and payable with respect to the same Condominium, together with all costs (including attorney's fees), penalties and interest, which have accrued on such amounts, are fully paid or otherwise satisfied prior to the completion of any sale held to foreclose the lien provided for in this Article, the Board shall record a further Notice, similarly signed, stating the satisfaction and releasing of such lien. Immediately upon recording of any notice of delinquency pursuant to the foregoing provisions of this Section, the amounts delinquent, as set forth in such Notice, together with the costs (including attorney's fees), penalties and interest accruing thereon, shall be and become a lien upon the Condominium described therein, which lien shall also secure all other payments and/or assessments which shall become due and payable with respect to said Condominium following such recording, and all costs (including attorney's fees), penalties and interest accruing thereon.

3.6 Each assessment lien may be foreclosed as and in the same manner as the foreclosure of a mortgage upon real property under the laws of the State of California, or may be enforced by sale pursuant to Sections 2924 et seq. and Section 1356 of the California Civil Code, and to that end, a power of sale is hereby conferred upon the Corporation.

3.7 The lien of the assessments provided for herein shall be subordinate to the lien of any first Mortgage made in good faith and for value upon any Condominium, and sale or transfer of any Condominium pursuant to judicial or nonjudicial foreclosure of such Mortgage, shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Condominium from lien rights for any assessments thereafter becoming due.

ARTICLE IV

USE OF UNITS AND COMMON AREA
AS DESCRIBED IN CONDOMINIUM PLAN

4.1 Each Unit shall be improved, used and occupied for private, single-family dwelling purposes only, and no portion thereof, nor the Common Area, shall be used for any commercial purpose whatsoever; provided, however, Declarant may use any of the Units and Exclusive Use Areas owned or leased by Declarant as model homes and sales offices during that period of time commencing when the Condominiums are first sold or offered for sale to the public, and ending when all the Condominiums in the Project are sold and conveyed by Declarant to separate Owners thereof.

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4.2 Each Owner shall have the right to lease his Unit together, provided that such lease is in writing and provides that the tenant shall be bound by and obligated to the provisions of this Declaration, the Bylaws and the rules and regulations of the Board and the failure to comply with the provisions of these documents shall be a default under the lease. With the exception of a Lender in possession of a Condominium following a default under a first mortgage, a foreclosure proceeding or any other arrangement in lieu of foreclosure, no Owner shall lease his Condominium for transient or hotel purposes. Any lease which is either for a period of less than thirty (30) days or pursuant to which the Lessor provides any services normally associated with a hotel, shall be deemed to be for transient or hotel purposes.

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

4.4 Except as otherwise provided in the zoning ordinances of the City of San Diego, an Owner may keep and maintain in his Unit domesticated pets such as a dog, cat or other usual and ordinary household pet, not to exceed one (1) in number with a total weight of twenty-five (25) pounds provided that it is not kept, maintained or bred for any commercial purposes. Notwithstanding the foregoing, no pet may be kept on the Condominium Property which result in an annoyance or are obnoxious to other Unit Owners or occupants. No pet 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 it. Declarant or any owner may cause any unleashed dog found within the Common Area to be removed by Declarant (or any Owner) to a pound or animal shelter under the jurisdiction of the City of San Diego, or the County of San Diego, by calling the appropriate authorities, whereupon the Owner may, upon payment of all expenses connected therewith, repossess the dog. No dog whose barking disturbs other Owners or occupants shall be permitted to remain on the Condominium Property. Owners shall prevent their pets from soiling all portions of the Common Area where other persons customarily walk and shall promptly clean up any mess left by their pets.

4.5 No Living Unit or Exclusive Use Area shall be used in such manner as to obstruct or interfere with the enjoyment of occupants of other such areas or annoy them by unreasonable noise or otherwise, nor shall any nuisance be committed or permitted to occur in any Unit nor on the Common Area.

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4.6 No signs other than one (1) sign of customary and reasonable dimensions advertising a Condominium for sale or lease shall be erected or displayed in any Unit so that it is visible from without such area without the prior written permission of the Board, and all signs must conform with applicable governmental ordinances. No signs shall be erected or displayed on the Common Area except signs placed by authority of the Board. Anything contained in this Declaration to the contrary notwithstanding, Declarant shall have the right to install and maintain during the sales period set forth in Section 1 above, such signs, poles and advertisements as it deems appropriate in connection with its sales program for the sale to the public of Condominiums, provided such signs do not unreasonably interfere with the right of use and quiet enjoyment of the Condominium Owners.

4.7 There shall be no outside television or radio antennae, masts, poles or flag poles constructed, installed or maintained on the Condominium Property for any purpose whatsoever without the prior written consent of the Board.

4.8 Except as otherwise specifically provided herein, nothing herein contained shall give the Owner the right to paint, decorate, remodel, landscape or adorn any part or parcel of the Common Area without the written consent of the Board.

4.9 No noxious or offensive activity shall be carried on in any Living Unit, or on the Common Area, nor shall anything be done therein which may be or become an annoyance or nuisance to the other Owners other than construction or repair of improvements made at the Board's instruction, or at Declarant's instruction. Nothing shall be done in any Living Unit, or in, on, or to the Common Area which will impair the structural integrity of any building located therein. Except as otherwise provided herein, nothing shall be altered or constructed in or removed from the Common Area except upon the written consent of the Board or an architectural committee appointed by the Board. All equipment, garbage cans, wood piles or storage piles shall be kept screened and concealed from view of neighboring Living Units, streets and Common Area. No fences, hedges or walls shall be erected or maintained upon the Condominium Property except such as are installed in accordance with the initial construction of the buildings located on the Condominium Property or as provided by the Board. No exterior clothes lines shall be erected or maintained, and there shall be no outside drying or laundering of clothes on the Common Area, except in areas which may be approved by the Board.

4.10 No power equipment, hobby shops or car maintenance (other than emergency work) shall be permitted on the Condominium Property, except with prior written approval of the board. Approval shall not be unreasonably withheld and in deciding

OFFICIAL RECORDS, SAN DIEGO COUNTY, VERA L. LYLE, RECORDER

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.

4.11 Except as otherwise provided herein, the Common Area shall be improved and used only for the following purposes:

(a) affording vehicular passage, parking, and pedestrian movement within the Condominium Property, including access to the Living Units;

(b) recreational use by the Owners and occupants of Living Units in the Condominium Property and their guests, subject to rules established by the Board;

(c) beautification of the Common Area and providing privacy to the residents of the Condominium Property through landscaping and such other means as the Board shall deem appropriate;

(d) parking of automotive passenger vehicles in areas provided therefor as may be designated and approved by the Board by such persons, upon such terms and conditions and for such fees as may from time to time be determined by the Board;

(e) as Exclusive Use Areas to be used in the manner hereinafter described. Nothing herein contained shall be deemed to allow persons other than the Owner of a Unit to which an Exclusive Use Area is appurtenant (or his tenants and licensees) to enjoy the use thereof.

No part of the Common Area shall be obstructed so as to interfere with its use for the purposes hereinabove permitted, nor shall any part of the Common Area be used for storage purposes (except as incidental to one of such permitted uses, or for storage of maintenance equipment used exclusively to maintain the Common Area or in storage areas designated by the Board), nor in any manner which shall increase the rate of which insurance against loss by fire, or the perils of the extended coverage endorsement to the California Standard Fire Policy form, or bodily injury, or property damage liability insurance covering the Common Area and improvements situated thereon may be obtained, or cause such premises to be uninsurable against such risks or any policy or policies representing such insurance to be cancelled or suspended or the company issuing the same to refuse renewal thereof.

4.12 The Board shall have the right to allow one or more Owners to exclusively use portions of the otherwise nonexclusive Common Area, provided that such portions of the Common Area are nominal in area and adjacent to the owner's Exclusive Use Area(s)

or Living Unit, and, provided further, that such use does not unreasonably interfere with any other Owner's use or enjoyment of the Project.

4.13 Each Owner shall be legally liable to the Corporation for all damages to the Common Area or to any improvements thereof or thereto, including but not limited to the buildings, facilities and landscaping caused by such Owner, his licensee(s) or any occupant of such Owner's Living Unit, as such liability may be determined under California law. Each Owner shall be responsible for compliance with the provisions of the Declaration, Articles, Bylaws and rules of the Board by his guests, lessees and all occupants of his Unit, and shall, after written notice and an appointment for a hearing, pay the fines and penalties assessed pursuant hereto, the Bylaws or Board rules for any violation by his guests, lessees and occupants of his Living Unit.

4.14 Each Owner shall have the right, at his sole cost and expense, to maintain, repair, repaint, paper, panel, plaster, tile and finish the interior surfaces of the ceiling, floors, window frames, trim, door frames and perimeter walls of the Unit and the surfaces of the bearing walls and partitions located within the Unit. Said Owners shall have the right to substitute new finished surfaces in place of those existing on said ceiling, floors, walls, and doors of said Unit.

4.15 Each Exclusive Use Area shall be (i) appurtenant to the Unit with which the Exclusive Use Area is conveyed, and (ii) used only for the purposes set forth in this Declaration. The right to so use an Exclusive Use Area shall be exercisable only by the Owner(s) of the Condominium appurtenant thereto and/or said Owner's tenants and licensee(s). Conveyance of a Condominium shall effect conveyance of Exclusive Use Areas appurtenant thereto and transfer all rights thereto to the vested Owner of the Condominium. Any licensee(s) thereto shall be terminated upon such conveyance. No Exclusive Use Area or any rights thereto (other than said revocable licenses) shall be transferred or conveyed apart from conveyance of the Condominium to which it is appurtenant. Each Exclusive Use Area shall be deemed to be Common Area for all those purposes set forth in this Declaration which are not inconsistent with this Article IV or Article V.

4.16 Each Owner shall have the following rights with regard to the Patios, Balconies or Yards, if any, which he has the exclusive right to use:

(a) to place furniture and potted plants upon said area;

(b) if appropriate areas exist therefor, to landscape and plant flowers and shrubs which do not unreasonably

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interfere with the enjoyment of adjacent Living Units and Patios or Balconies;

Each Owner shall have the right to park and store, as the space permits, one (1) standard automotive vehicle in each parking space and/or garage to which he has the exclusive right to use. Should storage cabinets exist in an area to which he has the exclusive right to use, said Owner shall have the right to store nonhazardous items in such storage cabinets.

Except as provided in this Section 16, nothing contained herein shall give any Owner the right to paint, decorate, remodel or alter said Exclusive Use Area or any other part of the Common Area without the prior written consent of the Board.

4.17 Anything contained in this Declaration to the contrary notwithstanding, no building, fence, wall or other structure or improvement shall be commenced, erected, placed or altered upon the Common Area until the location and the complete plans and specifications showing the nature, kind, shape, height and materials, including the color scheme, have been submitted to and approved in writing as to harmony of external design, color and location to surrounding structures and topography by the Board or by an architectural committee composed of three (3) or more, but not to exceed five (5) representatives, appointed by the Board from the membership of the Corporation. The grade, level or drainage characteristics of the Condominium Property or any portion thereof shall not be altered without the prior written consent of the Board or its delegated committee. The provisions of this Section 17 shall not apply to the initial construction by Declarant of dwellings or other improvements on the Condominium Property, and neither the Board nor any committee appointed by the board shall have any authority or right to approve or disapprove thereof.

ARTICLE V

RESPONSIBILITIES OF MAINTENANCE

5.1 Each Owner of a Condominium shall be responsible for the maintenance and repair of the glass doors and windows enclosing his Unit, including the metal frames and tracks of glass doors and windows, the interior of his Unit and all appliances whether "built-in" or "free-standing" within the Unit and the interior surfaces of the Unit, and shall also be responsible for the maintenance and repair of the plumbing, electrical and heating systems servicing his Unit and located within the outside perimeter of the exterior walls, floors and ceilings thereof, including television cable equipment and connections, and all appliances and equipment located within or without said Unit, so long as those systems are used exclusively by such Owner and not in common. Each Owner shall also be responsible for the

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maintenance and repair of any balcony or patio which he has the exclusive right to use, including the interior surfaces of any fences and railing and any windows and shall make repairs in such manner as shall be deemed necessary in the judgment of the Board to preserve the attractive appearance thereof and protect the value thereof.

5.2 The Corporation shall maintain and repair all open and covered parking; provided, however, should such maintenance or repair result from the act or neglect of an Owner, his guests or licensees, the owner shall reimburse the Corporation for such maintenance or repair. Each Owner hereby grants easements to other Owners to enter onto each Unit and Exclusive Use Area, or to have utility companies enter onto Condominiums to repair the plumbing, heating and electrical systems located thereon, subject to the limitations on entry into any Unit set forth in Article II, Section 5.

5.3 No Owner may sell, assign, lease or convey his interest in the Common Area separate and apart from his Unit nor any portion of his Unit apart from the entire Unit.

ARTICLE VI

PARTITION PROHIBITED

Each of the Owners of a Condominium, whether such ownership is in fee simple or as a tenant-in-common, is hereby prohibited from partitioning or in any other way severing or separating such ownership from any of the other ownerships in the Condominium Property, except upon the showing that such partition is consistent with the requirements of California Civil Code Section 1354.

ARTICLE VII

POWER OF ATTORNEY

The Corporation is hereby granted an irrevocable power of attorney to sell the Condominium Property for the benefit of all the owners thereof when partition of the owners' interests in said Condominium Property may be had pursuant to Article VI above. The power of attorney herein granted may be exercised upon the vote or written consent of Owners holding in the aggregate two-thirds (2/3) of the interest in the Common Area by any two (2) Members of the Board who are hereby authorized to record a certificate of exercise in the office of the County Recorder, San Diego County, which certificate shall be conclusive evidence thereof in favor of any person relying thereon in good faith.

ARTICLE VIIISPECIAL RESTRICTIONS

Except as otherwise provided in Article VI above, unless seventy-five percent (75%) of the first Mortgagees of Mortgages encumbering Condominiums (based on one (1) vote for each Mortgage) have given their prior written approval, neither the Owners nor the Corporation shall:

- (a) Seek, by act or omission, to abandon the Condominium Project or to terminate the Condominium Plan or this Declaration, or change, waive or abandon any scheme of regulation or enforcement thereof, pertaining to the architectural design or the exterior appearance or maintenance of Units or the Common Area;
- (b) Change the pro-rata interest or obligations of any Condominium for purposes of levying assessments or allocating distributions of hazard insurance proceeds or condemnation awards or for determining the pro-rata share of the Common Area appurtenant to each Unit;
- (c) Partition or subdivide any Condominium;
- (d) Seek, by act or omission, to abandon, partition, subdivide, encumber, sell or transfer the Common Area; provided, however, that the granting of easements for public utility or other public purposes consistent with the uses of the Common Area shall not be deemed a transfer within the meaning of this provision;
- (e) Use hazard insurance proceeds for losses to any portion of the Condominium Property for other than the repairs, replacement or reconstruction of the Condominium Property, except as may be provided by statute or upon substantial loss to the Units or Common Area, respectively; or
- (f) Maintain fire and extended coverage insurance on the Common Area on a current replacement cost basis in an amount less than one hundred percent (100%) of the insurance value thereof, based on current replacement cost.

ARTICLE IXDAMAGE, DESTRUCTION AND CONDEMNATION OF COMMON AREA

9.1 If any portion of the Common Area is damaged or destroyed by fire or other casualty, then:

- (a) If the cost of repairing or rebuilding does not exceed the amount of available insurance proceeds by more than

five percent (5%) of the budgeted gross expenses of the Corporation for the fiscal year during which the repairs or rebuilding is necessitated, the Board shall thereupon contract to repair or rebuild the damaged portions of the Common Area substantially in accordance with the original plans and specifications therefor.

(b) If the cost of repairs or rebuilding exceeds the amount of available insurance proceeds by more than five percent (5%) of the budgeted gross expenses of the Corporation for the fiscal year during which the repairs or rebuilding is necessitated, and if the Owners holding in aggregate more than fifty percent (50%) interest in Common Area agree to the repair or restoration of the Project, then the board shall contract as provided in (a) above.

(c) If said Owners do not so agree to the repair or rebuilding of the Common Area, then each owner (and his Mortgagee(s) as their respective interests shall then appear) shall be entitled to receive that portion of insurance proceeds equal to the proportion of the decrease in fair market value of his Condominium as compared to the aggregate decrease in fair market values of all the Condominiums caused by such damage or destruction. For purposes hereof fair market value shall be determined by an MAI appraiser (Member of the Appraisal Institute), selected by the board and hired by and at the expense of the Corporation. Should dispute arise as to the distribution of insurance proceeds, the dispute shall be decided by arbitration by the American Arbitration Association pursuant to its Commercial Rules of Arbitration.

(d) Anything in the immediately preceding Paragraph to the contrary notwithstanding, the Board shall contract for such repair or rebuilding of Common Area which consists of building(s) containing Units (or portions thereof and/or improvements thereto) if fifty percent (50%) or more of the Owners owning Units in said building(s) agree to the repair or restoration of said buildings.

(e) If a bid to repair or rebuild is accepted, the Board shall levy a special assessment against each Condominium upon the basis of the ratio of the square footage of the floor area of the unit to be assessed to the total square footage of floor area of all units to be assessed to make up any deficiency between the total insurance proceeds and the contract price for such repair and rebuilding, and such assessments and all insurance proceeds, whether or not subject to liens of Mortgagees, shall be paid to the account of the Corporation to be used for such rebuilding.

9.2 Eminent Domain. If any portion of the Common Area is taken by condemnation, eminent domain or any proceeding in lieu thereof, then the Owners of the Common Area, and their Mortgagees

as their respective interests then appear, shall be entitled to receive a distribution from the award from such taking in proportion as insurance proceeds would be distributed pursuant to subsection (c) of Section 1 above, provided, however, that should it be determined to repair or rebuild any portion of the Common Area, such proceeds shall be paid to the Corporation for that purpose in the same manner and subject to the same terms, conditions and limitations as are set forth above in Section 1 of this Article IX for repairing damaged or destroyed portions of the Common Area. A decision to repair or rebuild shall be made in the same manner and subject to the same conditions and limitations as provided above in Section 1 of this Article IX for determining whether to rebuild or repair following damage or destruction.

9.3 The Corporation shall obtain and continue in effect the following insurance:

(a) A master policy of insurance with glass coverage and extended coverage endorsement for the full insurable value of all of the improvements within the project. "Improvements" means and refers to the Common Area together with those appliances and improvements located within the Living Units provided by Declarant to the initial Owners of Condominiums and does not include items not provided by Declarant. The form and content of such policy must be satisfactory to all institutional first trust deed lenders and shall meet the maximum standards of the various institutional first trust deed lenders whose loan(s) encumber any of the Condominiums.

(b) A public liability and property damage insurance policy with cross liability endorsement, if available, insuring the Corporation, any manager, the Declarant and the Owners against liability incident to ownership or use of the Common Area. The limits of such insurance shall not be less than \$1,000,000.00 covering all claims for death, personal injury and property damage arising out of a single occurrence.

(c) Such insurance covering officers and employees of the Corporation and employees of any manager or managing agent, whether or not any such persons are compensated for their services, against dishonest acts on their part, or in lieu thereof, a fidelity bond, naming the Corporation as obligee, written in an amount not less than one and one-half times the Corporation's estimated annual operating expenses and reserves.

(d) Workman's compensation insurance covering any employees of the Corporation.

Insurance premiums for the master policy shall be a common expense to be included in the monthly assessments levied by the Corporation. Each Owner shall be responsible to pay any

deductible amount for any loss to his Condominiums. Each Owner may separately insure the improvements not covered by the master fire insurance policy and personal property within his Condominium. No Owner shall insure his Condominium in any manner which would cause the diminution in insurance proceeds from the master policy. Should any Owner violate this provision, he shall be responsible to the Corporation for any such diminution.

ARTICLE X

DAMAGE AND DESTRUCTION OF LIVING UNITS

10.1 In the event of damage or destruction to any Living Unit, the Owner thereof shall reconstruct the same as soon as reasonably practicable and substantially in accord with the original plans and specifications therefor; provided, however, that any such owner may, with the written consent of the Board, reconstruct or repair the same pursuant to new or changed plans and specifications. In the event the Board fails to approve or disapprove such changed plans and specifications within sixty (60) days of the receipt thereof, they shall be deemed to have been approved.

10.2 In the event of any taking of a Living Unit, the Owner (and his Mortgagees as their interest may appear) of the Unit shall be entitled to receive the award for such taking and after acceptance thereof he and his Mortgagee shall be divested of all further interest in the Condominium Property if such Owner shall vacate his Living Unit as a result of such taking. In such event said Owner shall grant his remaining interest in the Common Area to the other Owners owning a fractional interest in the same Common Area, such grant to be in proportion to the fractional interest in the Common Area then owned by each.

ARTICLE XI

ENFORCEMENT

11.1 The Corporation, Declarant 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 by this Declaration.

11.2 Failure by the Corporation, Declarant or any Owner to enforce any provisions of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

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ARTICLE XIIGENERAL PROVISIONS

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

12.2 The covenants, conditions, and restrictions of this Declaration shall run with and bind the property, and shall inure to the benefit of and shall be enforceable by the Corporation or the owner of any property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) 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 a majority of the owners of the Condominiums, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to terminate the same.

12.3 Upon approval in writing of the Corporation, pursuant to three-fourths (3/4) majority of the voting power of its members, excluding the voting power or written assent of Declarant, the Owner of any property who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the Corporation, may file of record a Declaration of Annexation.

12.4 Except as may otherwise be stated in this Declaration, during the period of time prior to conversion of the Class B membership in the Corporation to Class A membership, this Declaration may be amended at any time and from time to time by an instrument in writing signed by seventy-five percent (75%) of the total voting power of each class of members of the Corporation, any which amendment shall become effective upon the recording thereof with the Office of the County Recorder of San Diego County, California. After conversion of the Class B membership in the Corporation to Class A membership, this Declaration may be amended at any time and from time to time by an instrument in writing signed by (i) seventy-five percent (75%) of the total voting power of the Corporation, and (ii) fifty-one percent (51%) of the voting power of the members of the Corporation other than Declarant. Anything herein stated to the contrary notwithstanding, no material amendment to this Declaration shall be made without the prior written approval of Mortgagees holding sixty-seven percent (67%) of the first Mortgages encumbering Condominium Property (based upon one (1) vote for each such Mortgagee). "Material change" shall mean, for purposes of this Section 4, any amendments to provisions of this Declaration governing any of the following subjects:

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- (a) The fundamental purpose for which the project was created (such as a change from residential use to a different use).
- (b) Assessments, assessment liens and subordination thereof.
- (c) The reserve for repair and replacement of the Common Area.
- (d) Property maintenance obligations.
- (e) Casualty and liability insurance.
- (f) Reconstruction in the event of damage or destruction.
- (g) Rights to use the Common Area.
- (h) Annexation.
- (i) Any provision which, by its terms, is specifically for the benefit of first Mortgagees, or specifically confers rights on first Mortgagees.
- (j) Voting.
- (k) The percentage interest of the Owners in the Common Area.

12.5 In the event the Corporation, Declarant, or any Owner shall commence litigation to enforce any of the covenants, conditions or restrictions herein contained, the prevailing party in such litigation shall be entitled to costs of suit and such attorney's fees as the Court may adjudge reasonable and proper. The "prevailing party" shall be the party in whose favor a final judgment is entered.

12.6 The Owner of each Condominium is hereby granted an easement over all adjoining Units and the Common Area for the purpose of accomodating any minor encroachments due to engineering errors, errors in original construction, settlement or shifting of any building, or any other 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 altered in any way by said encroachments, settlement or shifting; provided, however, that in no event shall an easement for encroachment be created in favor of an Owner if said encroachment occurred due to the willful misconduct of any Owner. In the event any portion of a structure on the Condominium Proper

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is partially or totally destroyed and then repaired or rebuilt, each Owner agrees that minor encroachments over adjoining Units or Common Area shall be easements for the maintenance of said encroachments so long as they shall exist.

12.7 Declarant is undertaking the work of construction of residential Condominium dwellings, a Common Area and incidental improvements upon the Condominium Property. The completion of that work and the sale, rental and other disposal of said Condominium dwellings is essential to the establishment and welfare of said Condominium Property as a residential community. In order that said work may be completed and said Condominium Property 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 sub-contractors from doing on the Condominium Property whatever is reasonably necessary or advisable in connection with the completion of said work; or

(b) Prevent Declarant or its representatives from erecting, constructing and maintaining on any part or parts of the Condominium Property such structures as may be reasonable and necessary for the conduct of its business of completing said work and establishing said Condominium Property as a residential community and disposing of the same in parcels by sale, lease or otherwise; or

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

(d) Prevent Declarant from maintaining such sign or signs on any of the Condominium Property as may be necessary for the sale, lease or disposition thereof; provided, however, that the maintenance of any such sign shall not unreasonably interfere with the use by any Owner of his Unit or the Common Area.

The foregoing limitations of the application of the restrictions to Declarant shall terminate upon the sale of Declarant's entire interest in the Project, and not until that time.

Declarant, in exercising his rights under this Section 7 will not unreasonably interfere with the use of the Common Area by any Purchaser.

So long as Declarant, its successors and assigns owns one or more of the Condominiums established and described herein,

Declarant, its successors and assigns shall be subject to the provisions of this Declaration.

12.8 In the event that the improvements to be installed by Declarant to the Common Area have not been completed prior to the issuance by the California Department of Real Estate of a Final Subdivision Public Report covering the Condominium Property, and in the further event that the Corporation is the obligee under a bond to secure performance by the Declarant to complete such improvements, then if such improvements have not been completed and a Notice of Completion filed within sixty (60) days after the completion date specified in the Planned Construction Statement appended to the bond, the Board shall consider and vote upon the question of whether or not to bring action to enforce the obligations under the bond. If the Corporation has given an extension in writing for the completion of any such improvement then the Board shall consider and vote on said question if such improvements have not been completed and a Notice of Completion filed within thirty (30) days after the expiration of the extension period. In the event that the Board determines not to take action to enforce the obligations secured by the bond, or does not vote on the question as above provided, then, in either such event, upon petition signed by Members representing not less than five percent (5%) of the total voting power of the Corporation, the Board shall call a special meeting of the Members to consider the question of overriding the decision of the Board or of requiring the Board to take action on the question of enforcing the obligations secured by the bond. Said meeting of Members shall be held not less than thirty-five (35) days nor more than forty-five (45) days following receipt of the petition. At said meeting a vote of a majority of the voting power of the Members, excluding the vote of Declarant, to take action to enforce the obligations under the bond shall be deemed to be the decision of the Corporation, and the Board shall thereafter implement the decision by initiating and pursuing appropriate action in the name of the Corporation.

12.9 Each Owner, tenant or occupant of a Condominium shall comply with the provisions of this Declaration, the Bylaws, decisions and resolutions of the Corporation or its duly authorized representative, as lawfully amended from time to time and failure to comply with any such provisions, decisions or resolutions shall be grounds for an action to recover sums due for damages or for injunctive relief.

12.10 No breach of any provisions of these covenants, conditions and restrictions shall invalidate the lien of any Mortgage made in good faith and for value, but all of said covenants, conditions and restrictions shall be binding upon Owner whose title is derived through foreclosure sale, Trustee's Sale or otherwise.

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

DECLARANT

4565 Ohio Ltd., a California limited partnership

By: Oxford Development Corporation,
(a California corporation)
Magaging General Partner

By: *Carlos M. Yturralde*
Carlos M. Yturralde
President

By: *Lowell A. Knapp*
Lowell A. Knapp
Vice President

3008 (1/82) (Corporation as a Partner of a Limited Partnership)
First American Title Company

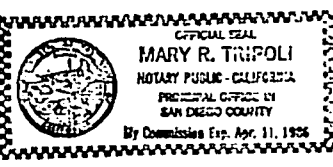
STATE OF CALIFORNIA
COUNTY OF San Diego
On May 24, 1984 before me, the undersigned, a Notary Public in and for
said State, personally appeared Carlos M Yturralde and
Lowell A. Knapp personally known to me or proved to me on the

basis of satisfactory evidence) to be the persons who executed the within instrument as
President and Vice President Secretary on behalf of Oxford

Development Corporation
the corporation therein named, and acknowledged to me that said
corporation executed the within instrument pursuant to its by-
laws or a resolution of its board of directors, said corporation being
known to me to be the general partner of 4565 Ohio

LD
the limited partnership that executed the within instrument, and
acknowledged to me that such corporation executed the same as
such partner and that such partnership executed the same.

WITNESS my hand and official seal
Signature *Mary R. Tripoli*



(This area for official notarial seal)

ORIGINAL RECORDS, SAN DIEGO COUNTY, VERA L. LYLE, RECORDER

EXHIBIT "A"

Lots 7 and 8 in Block 60 of UNIVERSITY HEIGHTS, in the City of San Diego, County of San Diego, State of California, according to amended Map thereof by G. A. D'Hemecourt, filed in the office of the County Recorder of San Diego County, in Book 8, Page 36 et seq of Lis Pendens.

OFFICIAL RECORDS, SAN DIEGO COUNTY, VERA L. LYNN, RECORDER

SUBORDINATION AGREEMENT

CALIFORNIA FIRST BANK, being the beneficiary under that certain Deed of Trust, dated March 29, 1983 and recorded April 6, 1983 as File/Page No. 83-108807 of Official Records in 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 to the Declaration of Covenants, Conditions and Restrictions to which this Subordination Agreement is attached.

BY: *Cornelis Perk*
CORNELIS PERK, Assistant Vice President

BY: *Donna Wardlow*
DONNA WARDLOW, Real Estate Loan Officer

(attach jurat)

CAT. NO. NM00737
TO 1948 CA (7-82)
(Corporation)



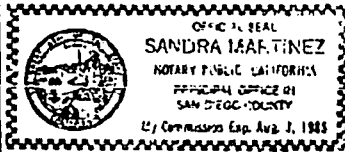
STATE OF CALIFORNIA } ss.
COUNTY OF San Diego

On May 24, 1984 before me, the undersigned, a Notary Public in and for said State, personally appeared Cornelis Perk personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Assistant Vice President, and Donna Wardlow

Donna Wardlow personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the R. E. Loan Officer Secretary of the Corporation that executed the within instrument 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: *Sandra Martinez*



(This area for official notarial seal)

OFFICIAL RECORDS, SAN DIEGO COUNTY, VERA L. LYLE, RECORDER