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COMPANY

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“If this document contains any restriction based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, national origin, source of income as defined in subdivision (p) of Section 12955, 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 removes the restrictive covenant language pursuant to subdivision [c] of Section 12956.1 of the Government Code. Furthermore, such restrictions are deleted from this document to the extent such restrictions violate 42 U.S.C. 3604 [c].”

RECORDED
OFFICIAL RECORDS
OF SAN DIEGO COUNTY, CALIF.

1983 MAY 11 PM 3:29

VERIFIED
COUNTY CLERK

Recording Requested by:)
 INDEXED REQUEST OF FIRST AMERICAN TITLE CO.)
 Owner)
)
 When Recorded Mail to:)
 Genstar Development Inc.)
 (Penasquitos Properties)
 Division)
 c/o Jenkins & Perry)
 A Professional Corporation)
 1900 Central Federal Tower)
 225 Broadway)
 San Diego, California 92101)
 Attn: Arthur G. Peinado, Esq.)

Space Above For Recorder's Use

RE 128
MG

FAIRWAY POINTE PLANNED DEVELOPMENT

DECLARATION OF RESTRICTIONS

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PLACED RECORD
OFFICIAL RECORDS
OF SAN DIEGO COUNTY, CALIF.
1983 MAY 11 PM 3:29
COUNTY CLERK

Recording Requested by:)
EXERCISE REQUEST OF FIRST AMERICAN TITLE CO.)
Owner)
When Recorded Mail to:)
Genstar Development Inc.)
(Penasquitos Properties)
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RF 128
MG 1

FAIRWAY POINTE PLANNED DEVELOPMENT
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DECLARATION OF RESTRICTIONS

THIS DECLARATION OF RESTRICTIONS is made and executed by GENSTAR DEVELOPMENT INC., a New York corporation (PENASQUITOS PROPERTIES DIVISION), herein referred to as "Declarant" (more specifically defined in Article 1 hereof).

WITNESSETH THAT:

WHEREAS, Declarant is the owner of the property in the City of San Diego, San Diego County, California, described as:

Lots 1 through 87, inclusive, of BERNARDO HEIGHTS UNIT NO. 9 RESUBDIVISION, according to Map thereof No. 10434, filed in the Office of the County Recorder of San Diego County, California, on July 19, 1982.

WHEREAS, Declarant will create, on the property described above, a Planned Development pursuant to California Business and Professions Code Section 11003.

WHEREAS, Declarant is about to sell and convey portions of the property described above and Declarant desires and intends to hereby subject said property to mutual, beneficial restrictions under a general plan or scheme of improvement for the benefit of said property and of the future owners thereof.

NOW, THEREFORE, Declarant hereby declares that all of the property described above is held by Declarant and shall be owned, held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and/or improved subject to the limitations, restrictions, conditions and covenants herein set forth, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement and sale of said property and are established and agreed upon for the purposes of enhancing and protecting the value, desirability and attractiveness of said property and every part thereof. All of the limitations, restrictions, conditions and covenants herein set forth shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in said property or any part thereof.

ARTICLE 1 - Definitions

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

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1.1.1 "Articles" shall mean the Articles of Incorporation of the Association as said Articles of Incorporation may from time to time be amended.

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

1.1.3 "Building Area" shall mean, with reference to each Lot, that portion of such Lot upon which the Owner thereof may construct a dwelling and garage, subject to (i) all setback and other requirements of the City of San Diego and (ii) all of the requirements set forth in Article 6 of this Declaration. The Building Area as to each Lot is designated on Exhibit A attached hereto.

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

1.1.5 "Bylaws" shall mean the Bylaws of the Association as said Bylaws may from time to time be amended.

1.1.6 "Community" shall mean and refer to the Community of Bernardo Heights of which the Project is a constituent part, being all of the real property subject to the Community Declaration or annexed thereto.

1.1.7 "Community Architectural Committee" shall mean and refer to the Community Architectural Committee established pursuant to Article VIII of the Community Declaration.

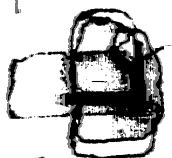
1.1.8 "Community Articles" shall mean and refer to the Articles of Incorporation of the Community Association, as they may, from time to time, be restated and/or amended.

1.1.9 "Community Assessments" shall mean and refer to the assessments levied by the Community Association pursuant to the Community Declaration.

1.1.10 "Community Association" shall mean and refer to The Community Association of Bernardo Heights, a California nonprofit mutual benefit corporation, as established pursuant to the Community Articles and as described in the Community Declaration.

1.1.11 "Community Board" shall mean and refer to the Board of Directors of the Community Association.

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1.1.12 "Community Bylaws" shall mean and refer to the Bylaws of the Community Association as duly adopted by the Community Board and as the same may, from time to time, be amended.

1.1.13 "Community Common Area" shall mean and refer to all real property in which the Community Association owns an interest for the common use and benefit of the Community Members, their lessees, guests, invitees or patrons. The Community Common Area may include interests held by lease or easement as well as estates in fee.

1.1.14 "Community Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for the Community of Bernardo Heights, recorded on September 30, 1980, Official Records of San Diego County, as File/Page No. 80-319018, that certain First Amendment to Declaration of Covenants, Conditions and Restrictions, recorded on July 31, 1981, Official Records of San Diego County, as File/Page No. 81-243645, and such further amendments thereto as shall from time to time be recorded.

1.1.15 "Community Member" shall mean and refer to any person holding membership in the Community Association.

1.1.16 "Community Rules" shall mean any Rules adopted by the Community Board pursuant to Section 3.8 of the Community Declaration.

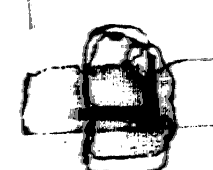
1.1.17 "Declarant" shall mean (i) Genstar Development Inc., a New York corporation (Penasquitos Properties Division), and (ii) any successor in interest of Genstar Development Inc., a New York corporation (Penasquitos Properties Division), to whom all or any of the rights of Declarant under the Articles, Bylaws and this Declaration have been transferred and who is (a) a grantee under a deed executed and delivered prior to the conveyance of the first Lot (defined below) which conveys the entire Project (defined below) or (b) a grantee under a deed conveying two or more Lots. Notwithstanding the provisions of the Article hereof entitled "Amendment" to the contrary, this paragraph may not be amended without the approval of Declarant.

1.1.18 "Declaration" shall mean this instrument, as the same may from time to time be amended pursuant to the Article entitled "Amendment."

1.1.19 "Lots" shall mean all of Lots 1 through 22 and Lots 24 through 83, inclusive, described above; "Lot" shall mean any one of the Lots.

1.1.20 "Member" shall mean an Owner, as defined hereinbelow, entitled to membership in the Association. Membership

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shall be appurtenant to and may not be separated from ownership of a Lot.

1.1.21 "Mortgagee" shall mean the mortgagee under any real property mortgage or beneficiary under any deed of trust which mortgage or deed of trust encumbers any Lot.

1.1.22 "Open Space" shall mean the common area and shall consist of (i) Lots 23, 84, 85, 86 and 87, described above, (ii) those certain easements affecting portions of Lots 24 and 76 through 83, inclusive, for purposes of slopes (including rights to maintain and landscape the same) in favor of the Association which easements are more particularly described in Exhibit B attached hereto and (iii) the perimeter wall described in Paragraph 5.1. Lots 84, 85, 86 and 87 are sometimes hereinafter collectively referred to as the "Private Street Lots."

1.1.23 "Owner" shall mean Declarant prior to the first conveyance of a Lot and thereafter, shall mean the person(s) who hold(s) record title to any Lot, including Declarant for as long as Declarant holds title to a Lot.

1.1.24 "Project" shall mean the Fairway Pointe Planned Development, encompassing both the Lots and the Open Space.

ARTICLE 2 - Use

2.1 As to Lots 1 through 22 and Lots 24 through 83, inclusive, and each of them:

2.1.1 None of the Lots shall be used for other than single-family residential purposes; provided, however, that domestic employees may live thereon. No buildings or structures shall be erected, altered, placed or permitted to remain on any of the Lots other than (i) one single-family dwelling (hereinafter "dwelling"), (ii) a private garage for not fewer than two cars nor more than four cars and (iii) other customary appurtenances incidental to the residential use of a Lot. No commercial trade, activity or business shall be carried on upon any Lot.

2.1.2 No structure of a temporary character, trailer, basement, tent, garage or other outbuilding shall be used on any Lot, at any time as a residence, either temporarily or permanently; nor shall any prefabricated, preconstructed or used building be set or moved upon any Lot. Nothing contained in the foregoing shall be construed to preclude the use of a trailer, outbuilding or other temporary structure used to facilitate construction, or the convenience of persons engaged in construction, during the period of construction of a dwelling on any Lot, provided that any such trailer, outbuilding or structure shall be removed forthwith upon the completion of any such dwelling.

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2.1.3 No truck, truck "cab," tractor, camper, motor home, trailer, boat or sea-going vessel of any kind, or other multi-purpose engine-powered vehicle other than a standard passenger automobile or golf cart in good operating condition shall be parked on any Lot, without the prior written consent of the Architectural Control Committee, except (i) within the garage on such Lot, or (ii) temporarily and solely for the purpose of loading or unloading, without the prior written consent of the Architectural Control Committee. No vehicle or boat shall be constructed or repaired upon any Lot nor shall any inoperable vehicle be stored or allowed to remain on any Lot, except within a garage. Provided, further, that passenger automobiles owned or regularly used by an Owner or a member of an Owner's immediate family, or guests thereof, may be temporarily parked in the driveway of such Owner's Lot during daylight hours.

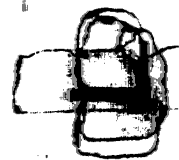
2.1.4 No noxious or offensive activity shall be carried on upon any of the Lots, nor shall anything be done thereon which may be or may become an annoyance or nuisance to any Owner. For example, no external speakers, bells or horns shall be permitted on any Lot except burglar or fire alarms, nor shall any Owner store or permit to be stored upon its Lot such quantities of manure, composting materials and decaying vegetation matter in such quantities as to constitute a nuisance to any other Owner.

2.1.5 No sign of any kind, except that of a customary "For Sale" or "For Rent" sign of reasonable dimensions, shall be displayed to the public view on any of the Lots; provided, however, that any Owner displaying a "For Sale" or "For Rent" sign shall, in good faith and using its reasonable best efforts, endeavor to effect the sale or rental of its Lot, as the case may be. Notwithstanding the foregoing, Declarant may display or post any signs, flags, poles or other objects on any Lot(s) owned by it, which it, in its sole discretion, deems appropriate in connection with its sale of Lots within the Project until it has sold all of the Lots owned by it. Anything in the Article entitled "Amendment" to the contrary notwithstanding, this paragraph shall not be amended, modified or rescinded as long as Declarant is the Owner of any Lot without the (i) prior written consent of Declarant and (ii) recording of said written consent in the Office of the County Recorder of San Diego County, California.

2.1.6 All tools, equipment, refuse cans and other containers shall be kept screened and concealed from view from any of the Lots or the Open Space.

2.1.7 No rubbish, brush, weeds, undergrowth or debris of any kind or character shall be placed upon or be permitted to accumulate upon any Lot which create a fire hazard or unsanitary, unsightly, offensive or detrimental conditions upon that Lot or upon other property in the vicinity or which is unsightly,

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offensive or detrimental to the occupants of any property in the vicinity. Should the provisions of this paragraph be violated, Declarant or the Association, after 30 days prior written notice to the Owner of the Lot to do so, may enter upon such Lot and remove such rubbish, brush, weeds, undergrowth and/or debris and assess said Owner for the cost of such removal.

2.1.8 No wall, appliance or structure for the production of, or from which there is produced, oil or gas, shall be placed, maintained or operated upon any Lot. No drilling, mining or digging for any minerals or other subterranean substance shall be permitted on any Lot.

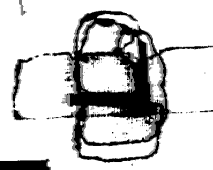
2.1.9 No Lot shall be subdivided or split into more than one lot or parcel. Nothing contained in the foregoing sentence shall be construed to preclude the Owners of adjoining Lots from adjusting, by lawful process, the common boundary between such Lots.

2.1.10 No Owner shall, except with the prior written approval of the Architectural Control Committee, in any way interfere with the established drainage pattern over such Owner's Lot from any adjacent or adjoining Lots, and each Owner will make adequate provisions and be responsible for any such approved change to the established drainage over such Owner's Lot. "Established drainage" shall mean the drainage pattern existing over the Lot at the time the Lot in question was conveyed by Declarant to the Owner thereof. The Owner of each Lot shall be responsible for reasonably maintaining any drainage channel, cut, swale, berm and control facilities situated on its Lot and shall otherwise be responsible for effecting proper drainage controls on its Lot.

2.1.11 No animals other than commonly accepted household pets in the numbers specified below may be kept, raised, or bred upon any Lot. Said household pets shall be limited to (i) any number of birds, (ii) any number of fish, (iii) two domesticated cats and (iv) two domesticated dogs. No animal may be kept on any Lot for commercial purposes. All permitted animals shall be housed and/or kept within appropriate cages, aquariums or fencing. No animal shall be permitted to go or wander onto any Lot other than the Lot owned by the person owning such animal.

2.1.12 No lines, wires, antennae or other devices for the reception, communication or transmission of electric current or power, including telephone, television and radio signals, shall be constructed, placed or maintained anywhere in or upon any Lot unless the same shall be contained in conduits or cables constructed, placed or maintained underground or concealed in, under or on other approved structures or improvements. Nothing herein shall be deemed to forbid the erection and use of

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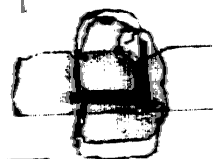
temporary power or telephone services incident to the construction of approved structures or improvements.

2.1.13 Any exterior electrical, gas or other artificial lighting installed on any Lot shall be positioned, screened or otherwise directed or situated so that the filament, bulb, flame or other light source shall not be directly visible from any other Lot or from within any dwelling on any other Lot and shall be of such controlled focus and intensity so as not to unreasonably disturb the residents of any other Lot(s).

2.1.14 Each Owner shall maintain and keep in good condition and repair all improvements upon its Lots, including all landscaping. Provided, however, that the Association shall have the right and power to trim, repair and clean up the landscaping of an Owner's Lot at the sole expense of such Owner if, within 30 days after delivery to such Owner of the Architectural Control Committee's written demand that such Owner properly maintain, trim, repair and/or clean up its Lot, such Owner fails, refuses or neglects to comply with such demand. Each Owner shall maintain all graded slope banks located on such Owner's Lot so as to prevent erosion and to create a neat and attractive appearance, excepting therefrom any slope banks lying within the Open Space. No structure, landscaping or other material shall be placed or permitted to remain or other activities undertaken on any slope bank located on any Lot which may damage or interfere with established slope ratios, create erosion or sliding problems, or obstruct, retard or change the direction of the flow of water through drainage channels. Any portion of a Lot from which the natural vegetation is removed shall be landscaped by the Owner of the Lot, and said landscaping shall be maintained so as to prevent erosion and to create a neat and attractive appearance. The Architectural Control Committee shall determine compliance with the provisions of this paragraph, and each Owner shall promptly comply with all directives issued by the Architectural Control Committee in order to implement the provisions of this paragraph.

2.1.15 The Association, Declarant or both, shall have the right at all times to enter onto any Lot that is vacant and unlandscaped, after reasonable notice to the Owner thereof, and without charge to the Owner thereof, to (i) place landscaping within 20 feet of any Lot line and thereafter periodically maintain, remove or replace said landscaping and (ii) maintain, remove or replace any existing natural vegetation growing within 20 feet of any Lot line. Neither the Association nor Declarant nor any agent of either or both shall thereby be deemed guilty of any manner of trespass. If the Owner of a Lot so planted or maintained shall give written notice to the Association, Declarant or both (after the requisite approvals of the Architectural Control Committee have been obtained pursuant to Article 6) of its intention to commence construction of a residence

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on the Lot, the Association, Declarant or both may, during the 30-day period following such notice and thereafter until such construction is commenced by the Owner, transplant, remove or dispose of any or all of the landscaping previously placed thereon by the Association, Declarant or both. If the Association or Declarant or an agent of either or both fails to so transplant, remove or dispose of such landscaping, such landscaping shall be and become, as of the end of such 30-day period (or the commencement of such construction if such commencement occurs after such 30-day period), the property of the Owner of such Lot which Owner may dispose of such landscaping in any way it deems appropriate.

2.1.16 The Association and Declarant, either separately or together, reserve the right to enter upon any Lot at any reasonable time to inspect for and control all landscaping for infection or disease, any infestation by insects or other pests. If, after reasonable notice to the Owner of a Lot by the Association, Declarant or both of the existence on the Lot of infected or diseased landscaping or infestation by insects or other pests, the Owner of the Lot fails to take such measures for the eradication or control of the same as the Association, Declarant or both deem(s) necessary, the Association, Declarant or both or its or their agent(s) may thereupon enter on the Lot and destroy or remove such landscaping, insects or other pests, or take such other measures as may be deemed necessary in the opinion of the Association, Declarant or both to protect the surrounding Lots from the spread of such infection, disease or infestation.

2.1.17 The doors of any garage located on any Lot shall be closed at all times other than when a vehicle is entering or leaving the garage.

2.1.18 No water softener, air-conditioning system or pool equipment shall be installed or maintained for use in any building or pool on any Lot, unless each, (i) discharges directly into the public sewage system and (ii) is appropriately screened from exterior view. The type of water softener, air-conditioner and pool equipment, and a plan for screening and for proper noise control of each shall first be approved by the Architectural Control Committee.

2.1.19 Nothing shall be done or kept on any Lot which would (i) increase the rate of insurance on any property insured by the Association without the prior written approval of the Board of Directors, (ii) result in the cancellation of insurance on any property insured by the Association or which would be in violation of any law, (iii) cause any structure in the Project to be uninsurable against loss by fire or the perils covered under the extended coverage policy(ies) of hazard insurance which each Owner is required to keep in force pursuant to the Article hereof

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entitled "Destruction; Insurance," or (iv) cause any policy or policies representing such insurance to be cancelled or suspended or the company issuing the same to refuse the renewal thereof.

2.1.20 No outside clotheslines or other outside clothes drying or airing facilities shall be erected or maintained on any Lot so as to be visible from any of the Lots or the Open Space.

2.1.21 No screen or aluminum door shall be placed or maintained by any Owner over the front door of any Owner's dwelling nor shall any aluminum foil or aluminum or metal awnings be placed or maintained on top of or over any window or door by an Owner so as to be visible from any Lot or the Open Space.

2.1.22 No solar energy system, or any portion thereof, which will be situated on the exterior of a dwelling or elsewhere on a Lot so that it will be visible from any other Lot or the Open Space, shall be installed without the prior written approval of the Architectural Control Committee of plans and specifications for such system. The Architectural Control Committee may disapprove any such solar energy system or portion thereof which it, in its sole discretion, determines will be unsightly from any other Lot or the Open Space, provided that there are alternatives of comparable cost available to the Owner proposing such disapproved system.

2.1.23 No Owner shall lease or rent less than its entire Lot. No Owner shall lease or rent its Lot for a term of less than 30 days, except an Owner who is a lender in possession of a Lot following (i) a default in a first mortgage, (ii) a foreclosure proceeding or (iii) any deed or other arrangement in lieu of foreclosure. Other than the foregoing, there shall be no restriction on the right of any Owner to lease or rent its Lot. An Owner shall be responsible for any act(s) of any tenant or other occupant of such Owner's Lot which constitute(s) a breach of the provisions of the Articles, the Bylaws, this Declaration or rules and regulations issued by the Board of Directors.

2.1.24 An Owner whose dwelling has been damaged or destroyed by fire or other calamity shall promptly and diligently cause such dwelling to be repaired or restored. This obligation shall not extend to the installation of furniture and the like, but is for the purpose of preventing unsightliness caused by such damage or destruction and any resultant health or safety problems to other Owners within the Project and to the public.

2.1.25 The Association, the Architectural Control Committee and their agents have and shall have a nonexclusive easement over and across each Lot in order to enforce the provisions of this Article 2 and to bring any Lot into compliance with any provision of this Declaration. An Owner shall be liable,

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pursuant to Paragraph 5.3, for any expenses incurred by the Architectural Control Committee in bringing such Owner's Lot into compliance.

2.2 As to the Open Space:

2.2.1 Open Space Lots 84, 85, 86 and 87 shall be improved as private streets and used only for (i) vehicular and pedestrian movement within the Project, including access to the Lots, (ii) vehicular parking in areas designated by the Board of Directors, (iii) construction, maintenance and repair of an automatic traffic gate and appurtenant machinery and/or guard house, (iv) construction, maintenance and repair of other security or emergency devices deemed necessary or desirable by Declarant or the Association, and (v) beautification of the Project and providing privacy to the residents thereof. Each Owner has and shall have a nonexclusive easement of reasonable dimensions (subject to the Architectural Control Committee's prior written approval) over the sidewalk and Parkway (defined in Subparagraph 2.2.3) portions of the Private Street Lot adjoining such Owner's Lot for the purposes of constructing and maintaining a driveway. In the course of the construction of a driveway for its Lot, each Owner shall (i) make or cause to be made necessary curb cuts and (ii) remove or cause to be removed portions of sidewalk and Parkway which will be replaced by such driveway. All of such construction and maintenance shall be at the respective Owner's sole cost. Any damage to sidewalks and Parkways (including landscaping thereon) not to be replaced by the driveway and caused by the act or omission of such Owner, its agents, employees, contractors or contractors' subcontractors, shall be repaired or replaced immediately by such Owner, at its cost to the satisfaction of the Architectural Control Committee. A non-exclusive easement upon and across said Private Street Lots for accepting and draining rainwater from each Lot is and shall be appurtenant to each Lot. The Private Street Lots shall be subject to such easements.

2.2.2 That portion of the Open Space designated as Lot 23 shall be used only for the beautification of the Project and pedestrian movement thereon by the residents of the Project, their guests and invitees. A nonexclusive easement over and across said Lot 23 for ingress and egress is and shall be appurtenant to each Lot; Lot 23 is and shall be subject to such easements.

2.2.3 The Association shall operate, control and maintain the Open Space. "Parkways" shall mean (i) where there are sidewalks adjacent to Lots, those portions of the Private Street Lots running roughly parallel to and between the sidewalks and the nearest curb of such streets and (ii) where there are no sidewalks adjacent to Lots, those portions of the Private Street Lots running roughly parallel to and between the nearest curb of

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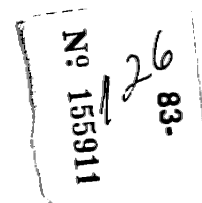
such streets and adjacent Lots. The Parkways, where there are sidewalks adjacent to Lots, shall be landscaped by Declarant. The Association shall maintain all sidewalks and the Parkways where there are sidewalks adjacent to Lots, except as hereinabove provided with respect to damage to Parkways or sidewalks caused by an Owner, its agents, employees contractors or contractors' subcontractors. The Association has and shall have a nonexclusive easement over each Lot for the purposes of maintaining sidewalks and Parkways adjacent to such Lot. The Parkways, where there are no sidewalks adjacent to Lots, shall be landscaped and maintained by the Owners of adjacent Lots so that each Owner of an adjacent Lot shall landscape and maintain that portion of such Parkways lying adjacent to such Owner's Lot and within the boundaries formed by such Owner's Lot line (which runs roughly parallel to the adjacent street), the nearest curb of such street and the prolongation of such Lot's side boundary lines to such curb, and each such Owner has and shall have a nonexclusive easement over such portion of such Parkways for the purposes of landscaping and maintaining the same. All such landscaping for which an Owner will be responsible shall be subject to all of the requirements set forth in Article 6 of this Declaration.

2.2.4 No activity shall be carried on in the Open Space which shall be contrary to rules and regulations adopted by the Board of Directors relating to use of and activity in the Open Space.

2.2.5 No portion of the Open Space shall be used for any purpose or in any manner which shall (i) increase the rate of insurance on any property insured by the Association, without the prior written approval of the Board of Directors, (ii) result in the cancellation of insurance of any property insured by the Association or which would be in violation of any law, (iii) cause any structure in the Project to be uninsurable against loss by fire or the perils covered under the extended coverage policy(ies) of hazard insurance which each Owner is required to keep in force pursuant to the Article hereof entitled "Destruction; Insurance," or (iv) cause any policy or policies representing such insurance to be cancelled or suspended or the company issuing the same to refuse renewal thereof.

2.2.6 No Owner shall make any alteration or improvement to the Open Space, or remove any landscaping, structure, personalty or other object therefrom except with the written consent of the Board of Directors or as provided herein.

2.2.7 An Owner shall be liable to the Association for all damage to or destruction of the Open Space or to any improvements thereon or thereto (including, but not limited to, buildings, recreational facilities and landscaping) or to any wall or fence adjacent to the Open Space caused by the act or omission (including the failure to maintain such Owner's Lot) of such Owner, its guests or any occupant of such Owner's Lot.



2.2.8 No automobile, truck, truck "cab," tractor, bus, motorcycle, trailer (including any house trailer), recreational vehicle, van, camper, camper shell, motor home, mobile home, dune buggy, boat, sailboat, yacht or other vehicle, sea-going vessel or equipment of any kind shall be parked, stored, deposited, maintained, repaired or otherwise kept on or in the Open Space, and no dismantled or wrecked vehicle (including portions thereof), sea-going vessel or equipment shall be parked, stored, deposited, maintained, repaired or otherwise kept in the Open Space except as permitted by rules and regulations adopted by the Board of Directors. Nothing herein shall in any manner limit or prohibit the Board of Directors from adopting regulations allowing guest parking in the Open Space.

2.2.9 No sign of any nature shall be displayed or posted by an Owner in the Open Space. Notwithstanding the foregoing, Declarant may display or post any sign, flags, poles or other objects in the Open Space which Declarant in its sole discretion deems appropriate in connection with its sale of Lots, until Declarant has conveyed the last Lot in the Project. Anything in the Article entitled "Amendment" to the contrary notwithstanding, this paragraph shall not be amended, modified or rescinded prior to the conveyance by Declarant of the last Lot in the Project without the (i) prior written consent of Declarant and (ii) recording of said written consent in the Office of the County Recorder of San Diego County, California.

2.2.10 No radio or television antenna, or radio or television transmitter tower or facility of any kind shall be constructed, erected or otherwise placed in the Open Space, excepting therefrom any underground facility for cable television which may be contracted for in accordance with an agreement entered into between the Association (or the Declarant for the benefit of the Association) and a cable television company, provided such cable television services will be made available to each and every Lot.

2.3 If any portion of the roof of any dwelling on a Lot encroaches on any adjoining Lot or the Open Space, a valid easement for said encroachment (including, without limitation, the right of drainage of rainwater from said roof onto such Lot) and for the maintenance of same, so long as it stands, shall and does exist.

ARTICLE 3 - Ownership of Open Space and of Beneficial Interest in Common Personalty

3.1 The Association shall be and become the owner of the fee estate in and to Lots 23, 84, 85, 86 and 87 and of those certain easements for purposes of slopes more particularly described in attached Exhibit B, all prior to or concurrently with the first conveyance by Declarant of a Lot to an Owner.

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3.2 Notwithstanding anything contained in this Declaration to the contrary, Declarant, for itself and its successors in interest, hereby reserves a nonexclusive easement over, under, upon and across the Open Space for common driveway purposes, drainage and encroachment purposes and for ingress and egress, all for Declarant's reasonable use in completing the improvements and performing necessary repair work within the Project, said reservation of easement becoming effective concurrently with the conveyance by Declarant to the Association of the Open Space without necessity of Declarant setting forth such reservation in the deed with respect to said conveyance. Said reservation of easement shall expire and be of no further force and effect ten years after the date on which this Declaration has been recorded. Notwithstanding the Article entitled "Amendment," no amendment, revocation or rescission of said reservation of easement may be had prior to the conveyance by Declarant (or its successor) of the last Lot without the (i) written consent of the Declarant and (ii) recording of such consent in the Office of the Recorder of San Diego County, California.

3.3 The Association shall be and become the owner of all maintenance, recreational and other equipment acquired by it (i) for the maintenance and improvement of the Project and (ii) to implement the performance of its other duties hereunder. The transfer of such personal property by the Association pursuant to the Bylaws shall transfer title thereto free and clear of any claim on the part of any Owner.

ARTICLE 4 - Planned Development Character of Project

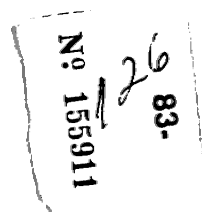
4.1 The Project is and has been developed as a planned development pursuant to California Business and Professions Code Section 11003.

4.2 The Open Space shall remain in the ownership and control of the Association and there shall be no judicial partition thereof. Nothing herein shall be deemed to prevent partition of a co-tenancy in a Lot other than the Open Space.

4.3 Except as set forth in this Article, neither the Owners nor the Association shall, by act or omission, without the prior written consent of at least two-thirds of all first Mortgagees (based upon one vote for each first mortgage or first deed of trust owned) be entitled to:

(i) Abandon or terminate the planned development character of the Project;

(ii) Partition, subdivide, encumber, sell or transfer the Open Space or the improvements thereon; provided, however, the granting of easements for public utilities or for other public purposes consistent with the intended use of the



Open Space shall not be a transfer within the meaning of this clause;

(iii) Change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner;

(iv) Waive or abandon any scheme of regulations or the enforcement thereof pertaining to the architectural design or the exterior appearance of the residential improvements situated on the Lots, the exterior maintenance of said residential improvements or the maintenance and upkeep of the Open Space and the improvements thereon;

(v) Fail to maintain insurance coverage under an extended coverage hazard policy(ies) against loss by fire and perils with respect to all insurable improvements located in the Open Space and all insurable personalty owned by the Association in an amount not less than 100 percent of the insurable value (based on then current replacement costs) of said improvements and of said personalty as determined annually by an insurance carrier selected by the Board of Directors pursuant to this Declaration; or

(vi) Use hazard insurance proceeds for losses to said improvements located in the Open Space and/or said personalty owned by the Association for other than the repair, replacement or reconstruction of said improvements and/or personalty.

ARTICLE 5 - The Association

5.1 The Association is, effective upon the recordation hereof, the "management body" to provide for the management, control, maintenance, architectural control and preservation of the Project, all as more specifically set forth in this Declaration, the Articles, the Bylaws and the regulations from time to time adopted by the Board of Directors. The Association is hereby granted, a nonexclusive easement over, upon and across each of Lots 24 through 65, inclusive, and 67 through 83, inclusive, for the purposes of erecting, maintaining, repairing and, from time to time, rebuilding a perimeter wall to be constructed around the Project by Declarant (the right and license to construct and repair such wall being hereby reserved by Declarant). Said perimeter wall shall be, for all purposes under this Declaration and the Bylaws, part of the Open Space.

5.2 Each Owner shall be and become a Member of the Association contemporaneously with its acquisition of a Lot (whether such acquisition occurs by (i) conveyance of a Lot by Declarant, (ii) voluntary transfer, assignment or conveyance of a Lot or (iii) involuntary transfer of a Lot, including without limitation

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by reason of the death of an Owner, or (iv) foreclosure [by trustee's power of sale or by judicial process] of a deed of trust or other lien on a Lot) without necessity of documentation or other action, of any kind, by any person. The Board of Directors may require that any person acquiring a Lot notify the Association in writing of such acquisition so as to facilitate accurate record keeping of the membership. Where two or more persons hold or own a Lot, as joint tenants or otherwise, they shall constitute a single Member.

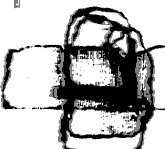
5.3 In addition to all other rights, powers and duties possessed by and vested in the Board of Directors under this Declaration, the Articles and the Bylaws, the Board of Directors shall possess and be vested with the right and power to (i) impose reasonable monetary penalties, in such amounts as determined by the Board of Directors in its sole discretion, against an Owner and (ii) seek reimbursement for costs as follows:

5.3.1 As a disciplinary measure for any breach of any of the (i) limitations, restrictions, conditions or covenants set forth in this Declaration (other than a breach by failure to pay an assessment), (ii) provisions of the Articles or the Bylaws or (iii) rules and regulations adopted by the Board of Directors pursuant to this Declaration, the Articles or the Bylaws.

5.3.2 As a means of reimbursing the Architectural Control Committee and Association for costs incurred by the Architectural Control Committee or Association in (i) the repair of damages to the Open Space or any improvements or personalty thereto or thereon allegedly caused by such Owner, its guests or any occupant of such Owner's Lot or (ii) in bringing such Owner or the occupant of such Owner's Lot and/or said Lot into compliance with this Declaration (other than the payment of assessments), the Articles, Bylaws or said rules and regulations.

5.4 The imposition of a monetary penalty pursuant to Paragraph 5.3 must be done in good faith and in a fair and reasonable manner. The Owner must be given 15 days' prior notice of the imposition of a monetary penalty. Said notice must set forth reasons for the imposition of the monetary penalty and may be given by any method reasonably calculated to provide actual notice. Any notice given by mail must be given by first-class, registered or certified mail sent to the last address of the Owner shown on the Association's records. The Owner must be provided an opportunity to be heard, orally or in writing, not less than five days before the effective date of the imposition of each monetary penalty by a properly convened meeting of the Board of Directors. Any such breach which is not remedied in the calendar month in which a monetary penalty is imposed against an Owner by reason thereof shall, until fully remedied, be deemed to constitute a new breach in each succeeding calendar month for

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which the Board of Directors may in each such calendar month impose a new monetary penalty pursuant to this paragraph.

ARTICLE 6 - Construction of Dwelling and
Installation and Landscaping; Architectural Control

6.1 An Architectural Control Committee, consisting at all times, of three persons, shall be formed as set forth below and in the Bylaws, for the purposes of performing its duties as described in this Declaration and the Bylaws and as may be delegated to it, from time to time, by the Board of Directors. The original Architectural Control Committee shall be appointed by Declarant. Thereafter, the Architectural Control Committee shall be appointed in accordance with the Bylaws (subject to Declarant's rights herein reserved). Declarant hereby reserves to itself the power to appoint a majority of the members of the Architectural Control Committee until (i) 90 percent of the Lots have been sold by Declarant or (ii) the fifth anniversary of the original issuance by the California Department of Real Estate of a Final Subdivision Public Report for the Project, whichever first occurs.

6.2 No building, fence, wall, structure or improvement of any type shall be constructed erected, placed or painted, repainted, refurbished or altered nor shall any established drainage (as defined in Paragraph 2.1.10) be altered, until the building or alteration plans, specifications, location plat and color scheme thereof have been approved by the Architectural Control Committee. The Architectural Control Committee may provide guidelines for the preparation, submission and review of plans, specifications, plats and schemes, which guidelines may be amended by the Architectural Control Committee at any time. In preparing these guidelines and reviewing any such plans, specifications, plats and schemes the Architectural Control Committee may take into account (i) the quality of workmanship and materials to be used, (ii) harmony of external design with existing structures in the Project (iii) the interference, or potential for interference with the view from, or solar access to, any Lot by reason of the height, size and/or location of the proposed structure or improvements, and (iv) compliance with this Declaration. In the event the Architectural Control Committee fails to approve or disapprove any such plans, specifications, plats or schemes within 30 days after all documents and information requested by the Architectural Control Committee have been received by the Architectural Control Committee, the Owner requesting said approval may submit a written notice to the Architectural Control Committee advising the same of its failure to act. If the Architectural Control Committee fails to approve or disapprove any such plans, specifications, plats or schemes within 15 days after the receipt of said notice from such Owner, said plans, specifications, plats or schemes shall be incontrovertibly deemed to be approved.

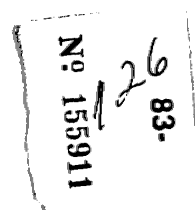
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6.3 Other than the landscaping installed pursuant to the plans approved by the Architectural Control Committee pursuant to Paragraph 6.5, no Owner shall plant or emplace any tree, bush or plant which at maturity, and without clipping or pruning thereof, would exceed the height of three feet until the plans and specifications for the placement of any such trees, bushes, shrubs or plants have been submitted to and approved in writing by the Architectural Control Committee. Said plans shall show in detail the proposed elevations and location of said trees, bushes, shrubs or plants, including the locations and elevations of the same in relation to other Lots. Said plans may be disapproved by the Architectural Control Committee if in the reasonable opinion of the Architectural Control Committee the view of any Lot would be substantially impaired by the height, size and/or location of such planting or in any other manner. The Architectural Control Committee shall have the right to require any Owner to remove, trim, top or prune any tree or shrub which in the reasonable belief of the Architectural Control Committee substantially impairs the view from any Lot. In the event the Architectural Control Committee fails to approve or disapprove any such landscaping plans within 30 days after all documents and information requested by the Architectural Control Committee have been received by the Architectural Control Committee, the Owner requesting said approval may submit a written notice to the Architectural Control Committee advising the same of its failure to act. If the Architectural Control Committee fails to approve or disapprove any such landscaping plans within 15 days after the receipt of said notice from such Owner, said landscaping plans shall be incontrovertibly deemed to be approved.

6.4 Within three years immediately following the close of escrow on the purchase of a Lot from Declarant, the Owner of such Lot shall submit to the Architectural Committee, plans and specifications for the construction of a dwelling upon the Lot. Said construction shall commence within 90 days after the approval of said plans by the Architectural Control Committee, be diligently prosecuted from the commencement thereof and be completed within ten months. The Architectural Control Committee, in its sole and absolute discretion, may extend the period during which the construction of the dwelling must be completed.

6.5 Within 60 days immediately following the completion of the dwelling by such Owner, the Owner thereof shall submit to the Architectural Control Committee, landscaping plans for its Lot and, where appropriate, that portion of the Parkways adjacent to such Lot. With respect to any Lot which abuts or is adjacent to the perimeter wall described in Paragraph 5.1 above, the landscaping plans for such Lot shall provide for the installation of appropriate landscaping up to the base of said perimeter wall. The fair market value of the landscaping which such Owner proposes for all yard areas, exclusive of the cost of preparing such landscaping plans, shall be not less than \$15,000 for the



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calendar year in which this Declaration is recorded. The landscaping of such Lot shall commence immediately upon the approval of the landscaping plans by the Architectural Control Committee, be diligently prosecuted from commencement, and be completed within 45 days. The Architectural Control Committee, in its sole and absolute discretion, may (i) extend the period during which said landscaping must be completed and (ii) in each calendar year following the calendar year in which this Declaration is recorded, increase the minimum requirement with respect to the fair market value of the landscaping for all yard areas of a Lot set forth above to a minimum amount which shall not exceed the minimum amount applicable in the immediately preceding calendar year by more than 20 percent.

6.6 All plans submitted to the Architectural Control Committee pursuant to Paragraphs 6.2, 6.4 or 6.5 shall be accompanied by a nonrefundable cash fee of \$200 which may be used and expended by the Architectural Control Committee as it, in its sole and absolute discretion, deems appropriate.

6.7 Any Owner proposing to construct improvements requiring the prior approval of the Architectural Control Committee shall first apply to the Architectural Control Committee for preliminary approval by submission of preliminary drawings of proposed improvements. The purpose of the preliminary approval procedure is to allow an Owner proposing to make substantial improvements an opportunity to obtain guidance concerning design considerations before expending substantial sums for plans and other exhibits required to apply for final approval. Applications for preliminary approval shall be considered and disposed of as follows:

6.7.1 Within 30 days after proper application for preliminary approval, the Architectural Control Committee shall consider and act upon such request. The Architectural Control Committee shall grant the approval only if the proposed improvement, to the extent its nature and characteristics are shown by the application, would be entitled to a final approval on the basis of a full and complete application. In the event the Architectural Control Committee fails to approve or disapprove any such preliminary plans within 15 days after all documents and information requested by the Architectural Control Committee have been received by it, the Owner requesting said approval may submit a written notice to the Architectural Control Committee advising the same of its failure to act. If the Architectural Control Committee fails to approve or disapprove any such preliminary plans within 15 days after the receipt of said notice from such Owner, said preliminary plans shall be incontrovertibly deemed approved. In granting or denying approval, the Architectural Control Committee may give the applicant directions concerning the form and substance of the final application for

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approval as it may deem proper or desirable for the guidance of the applicant.

6.7.2 The giving of any preliminary approval shall not (i) affect the right of the Architectural Control Committee to deny approval of any final plans which are in substantial conformity with the approved preliminary plans or (ii) alter the time period within which plans and specifications must be submitted pursuant to Paragraph 6.4.

6.7.3 In no event shall any preliminary approval be deemed to be an approval authorizing construction of the subject improvement.

6.8 All plans and specifications for submittal to the Architectural Control Committee shall comply with the following requirements:

6.8.1 The floor area of any dwelling located on any Lot, exclusive of porches, patios, exterior stairways and garages, shall not be less than 1,800 square feet on the ground floor of a one story building, nor less than a total of 2,500 square feet for a building of two stories. No dwelling shall exceed two stories. Said square footage shall be determined by measuring from exterior walls. Cellars, basements, patios, porches and garages shall be excluded from such determination of minimum square footage.

6.8.2 The dwelling and garage constructed by an Owner on its Lot shall be located solely within the Building Area shown for such Lot on Exhibit A, except that (i) the roof or eaves of such dwelling may overhang or otherwise encroach upon a setback area and/or rear yard, provided that such overhang shall not exceed three feet in width and shall not have a total linear length in excess of 65 percent of the perimeter of the Building Area of such Lot and (ii) up to two chimneys projecting not more than three feet into a setback area and/or rear yard at each such location. Any proposed garage shall be attached to the proposed dwelling to be constructed by an Owner on its Lot.

6.8.3 Patio covers, fences, walls or other improvements accessory to the dwelling (except garage) shall be permitted on any portion of the Lot, provided all the other provisions of this Declaration are satisfied.

6.8.4 No secondhand material, except stone, brick, ornamental beams and/or similar ornamental material shall be used in the construction of any building or any structure upon any Lot. No used lumber shall be used in the construction of any building or fence on any Lot. Unless prefabricated materials have been specifically approved by the Architectural Control

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Committee, all buildings shall, upon completion, be painted with at least two coats of paint.

6.9 The Architectural Control Committee may authorize variances from compliance with any of the architectural provisions of this Declaration, including, without limitation, restrictions upon height, size, floor area or placement of structures or improvements or other similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. Such variances may be evidenced in writing, must be signed by at least two members of the Architectural Control Committee, and shall become effective upon recordation in the Office of The County Recorder of San Diego County. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provision hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting its use of the premises, including, but not limited to, zoning ordinances and lot setback lines or requirements imposed by the City of San Diego, California, or any other governmental authority.

6.10 The application by an Owner for review and approval by the Architectural Control Committee of any proposals, plans or other submittals by such Owner shall in no way be deemed to be satisfaction of compliance with any applicable statute, ordinance, governmental rule or regulation or public utility requirement (hereinafter collectively referred to as "additional requirements"). Provided, however, if the additional requirements are less restrictive than the provisions of this Declaration, the provisions of this Declaration shall nonetheless apply.

6.11 Prior to the commencement of any work of improvement upon any Lot, the Owner of said Lot shall deliver to the Architectural Control Committee a deposit of \$500 to guarantee that the construction site during the course of construction will be maintained reasonably free of debris at the end of each working day and that the construction will be completed and the lot drainage swales and structures will correctly drain surplus water to the street or other approved locations, all as shown on the plans and specifications submitted to the Architectural Control Committee for approval.

6.12 Inspection of work and correction of defects therein shall proceed as follows:

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6.12.1 The Architectural Control Committee or its duly authorized representative may enter onto any Lot, from time to time, during the course of construction of any improvements or installation of any landscaping thereon for the purpose of inspecting such construction and/or installation. If the Architectural Control Committee determines that such construction and/or installation is not being done in substantial compliance with the approved plans, it shall notify the Owner of the subject Lot of such noncompliance. The Architectural Control Committee may not enter into a dwelling on a Lot without obtaining the prior permission of the Owner or occupant of such Lot; provided, however, that such prior permission shall not be unreasonably withheld and shall be given for entry by the Architectural Control Committee during the daylight hours within 30 days after such work is completed.

6.12.2 Immediately upon the completion of any work for which approved plans, specifications, plats or schemes are required under this Article, the Owner shall give written notice of completion to the Architectural Control Committee.

6.12.3 Within 30 days after such notification of completion, the Architectural Control Committee or its duly authorized representative, may inspect such improvement. If the Architectural Control Committee finds that such work was not done in substantial compliance with the approved plans, it shall notify the Owner in writing of such noncompliance within such 30-day period, specifying the particulars of noncompliance, and shall require the Owner to remedy the same.

6.12.4 If, upon the expiration of 30 days from the date of such notification of noncompliance, the Owner shall have failed to remedy such noncompliance, the Architectural Control Committee shall notify the Board of Directors in writing of such failure. After affording such Owner notice and hearing, the Board of Directors shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Owner shall remedy or remove the same within a period of not more than 30 days from the date of announcement of the Board of Directors ruling. If the Owner does not comply with the Board of Directors ruling within such period, the Board of Directors, at its option, may either remove the noncomplying improvement or remedy the noncompliance, and the Owner shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Owner to the Association, the Board of Directors shall levy a special assessment against such Owner for reimbursement.

6.12.5 If for any reason the Architectural Control Committee fails to notify the Owner of any noncompliance within 30 days after receipt of said written notice of completion from

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the Owner, the improvement shall be deemed to be in accordance with said approved plans.

6.13 All questions of interpretation or construction of any of the terms or conditions herein shall be resolved by the Architectural Control Committee, and its decision shall be final, binding and conclusive on all of the parties affected.

6.14 The approval of the Architectural Control Committee of any proposals, plans, specifications, drawings, plats or schemes for any work done or proposed or in connection with any other matter requiring the approval or consent of the Architectural Control Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans, specifications, drawings, plats, schemes or any other matter subsequently or additionally submitted for approval or consent.

6.15 The members of the Architectural Control Committee shall receive no compensation for services rendered, other than reimbursement by the Association for expenses incurred by them in the performance of their duties hereunder. The Architectural Control Committee shall have the right to hire any engineer or other consultant the opinion of which the Architectural Control Committee deems necessary in connection with its review of any plans submitted by any Owner and such Owner shall be liable for payment of such engineer and/or consultant's fee.

6.16 Neither Declarant nor the Architectural Control Committee, nor any member thereof, nor their duly authorized Architectural Control Committee representatives shall be liable to the Association, or to the Owner, for any loss, damage or injury arising out of or in any way connected with the performance of the Architectural Control Committee's duties hereunder, including without limitation, the execution of the estoppel certificate described in Paragraph 6.17 unless due to the willful misconduct or bad faith of the Architectural Control Committee. The Architectural Control Committee shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes. Neither Declarant, the Association, nor the Architectural Control Committee makes any representations whatsoever concerning the view, if any, that a particular Lot, the dwelling or other improvements constructed thereon will enjoy by reason of the promulgation and/or enforcement of this Declaration and/or the rules and regulations of the Architectural Control Committee, or by any action of the Architectural Control Committee.

6.17 Within 30 days after written demand is delivered to the Architectural Control Committee by an Owner, and upon payment to the Association of a reasonable fee (as fixed from time to

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time by the Association), the Architectural Control Committee shall deliver to such Owner an estoppel certificate, executed and acknowledged by any two of its members, certifying, with respect to any Lot of said Owner that as of the date thereof either: (i) all improvements made and other work done thereupon or within said Lot comply with this Declaration, or (ii) such improvements or work do not so comply in which event the certificate shall also identify the noncomplying improvements or work and set forth with particularity the basis of such noncompliance. Any purchaser from the Owner or from anyone deriving any interest in said Lot through it, shall be entitled to rely on said certificate with respect to the matters therein set forth, such matters being conclusive as between the Association and all Owners and such persons deriving any interest through them.

6.18 Nothing contained in this Declaration shall in any way affect any Owner's responsibilities and obligations pursuant to the Community Declaration including, without limitation, those with respect to Community Architectural Committee requirements and standards. The rulings and decisions of the Community Architectural Committee shall have precedence over and shall supersede any decisions or rulings of the Architectural Control Committee. To facilitate the coordination of the Architectural Control Committee and the Community Architectural Committee, the Community Architectural Committee shall have the right and authority, but not the obligation, to delegate all or any part of its responsibilities and duties under the Community Declaration to the Architectural Control Committee.

6.19 In the event of a violation of any of the provisions of this Article 6 by any Owner including, without limitation, failure of any Owner to comply with a written directive or order from the Architectural Control Committee, the Architectural Control Committee shall have the right and authority to perform the subject matter of such directive including, if necessary, the right to enter upon the Lot where a violation of these restrictions exists, and the cost of such performance shall be charged to the Owner of the Lot in question. Such costs shall be due within five days after receipt of written demand therefore, and shall bear interest at the rate of 10 percent per annum commencing on the sixth day after receipt of such written demand until paid. Said costs may be recovered by the Architectural Control Committee together with such interest and reasonable attorneys' fees and costs in an action at law against such Owner. Any deposit paid by an Owner pursuant to Paragraph 6.11, will be applied to any costs incurred by the Architectural Control Committee in curing a violation of said Paragraph 6.11, first, and thereafter against the costs of the Association in curing any other violations of this Article 6. Said deposit or any part thereof remaining in the hands of the Architectural Control Committee at the completion of the construction work and not applied towards such costs, shall be returned by the

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Architectural Control Committee to the Owner who made the deposit. As an alternative to correcting such violation and charging the Owner for the costs of such correction, the Architectural Control Committee may take any other appropriate action at law or equity, including recommending to the Board of Directors that a monetary penalty be imposed upon a noncomplying Owner pursuant to Paragraph 5.3.

6.20 The Architectural Control Committee may, from time to time, and at its sole discretion, adopt, amend and repeal, by unanimous vote, rules and regulations to be known as "Architectural Control Committee Rules." The Architectural Control Committees Rules shall interpret and implement the provisions of Article 2 and this Article 6 by setting forth the standards and procedures for Architectural Control Committee review and guidelines for architectural design, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features which are recommended for use in the Project; provided, however, the Architectural Control Committees Rules shall not be in derogation of the minimum standards required by this Declaration, the Community Declaration, or any rules and regulations promulgated by the Community Architectural Committee.

6.21 Notwithstanding Paragraph 15.1, no amendment, revocation or rescission of this Article 6 may be had, nor shall Declarant, or any successor thereof, be prohibited from completing the construction and development of the Project prior to the conveyance by Declarant (or its successor) of the last Lot without the (i) written consent of Declarant and (ii) recording of such consent in the office of the Recorder of San Diego County, California. Such written consent shall not be required after the conveyance by Declarant (or its successor) of all the Lots.

ARTICLE 7 - Community Association

7.1 The officers, agents, employees and independent contractors of the Community Association shall have a nonexclusive easement to enter upon the Project, or any portion thereof, for the purpose of performing or satisfying the duties and obligations of the Community Association as set forth in the Community Declaration, the Community Bylaws, the Community Articles, the Community Rules and the rules and regulations of the Community Architectural Committee.

7.2 The lien of any assessment imposed upon any Lot pursuant to this Declaration shall be subordinate and inferior to the lien of any assessment imposed upon such Lot pursuant to the Community Declaration.

7.3 Declarant, for each Lot which it owns hereby covenants, and each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, does and is hereby

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deemed to covenant and agree to pay to the Community Association the Community Assessments imposed upon such Lots pursuant to the Community Declaration. The Community Assessments shall be levied and collected as provided in the Community Declaration. The Community Association, in its sole and absolute discretion, may elect to require the Association to administer, levy, collect and enforce the Community Assessments imposed upon Lots. All such funds collected by the Association shall be held in trust by the Association for the benefit of the Community Association, and such funds shall be disbursed to the Community Association as provided in the Community Declaration. The Community Association, in its sole and absolute discretion, may elect to administer, levy, collect and enforce the assessments provided for under this Declaration. All such funds collected by the Community Association shall be utilized in the manner and for the purposes specified in this Declaration, the Community Declaration, the Community Bylaws, the Community Articles and the rules and regulations of the Community Board and the Community Architectural Committee.

7.4 Breach of any of the limitations, restrictions, conditions and covenants set forth in this Declaration, or the continuation thereof, may be enjoined, abated or remedied by appropriate legal proceedings by the Community Association. The Community Association shall be deemed to be a person who may enforce the provisions of this Declaration pursuant to Article 11 hereof. The failure of the Community Association to enforce any of said limitations, restrictions, conditions or covenants shall not constitute a waiver of the right to enforce the same thereafter. No liability shall be imposed on, or incurred by, the Community Association as a result of such failure. The prevailing party in any action at law or in equity instituted by the Community Association to enforce or interpret said limitations, restrictions, conditions or covenants, shall be entitled to all costs incurred in connection therewith, including, without limitation, reasonable attorneys' fees.

7.5 In addition to all of the rights and obligations which have been conferred or imposed upon the Association pursuant to this Declaration, the Bylaws or the Articles, the Association shall be entitled to exercise any of the rights conferred upon it and be subject to all of the obligations imposed upon it pursuant to the Community Declaration, the Community Bylaws or the Community Articles. The Association (including, without limitation, the Architectural Control Committee) shall also be subject to all superior rights and powers which have been conferred upon the Community Association pursuant to the Community Declaration, the Community Bylaws and the Community Articles.

7.6 Each Owner and such Owner's Lot(s) shall be subject to all of the covenants, conditions, restrictions and provisions contained in the Community Declaration.

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7.7 In the event of any conflict between any of the covenants, conditions, restrictions or provisions of this Declaration, the Bylaws or the Articles with any of the covenants, conditions, restrictions or provisions of the Community Declaration, the Community Bylaws or the Community Articles, then, in such event, the covenants, conditions, restrictions and provisions of the Community Declaration, the Community Bylaws and the Community Articles shall govern and prevail.

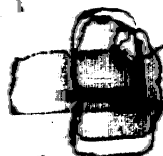
ARTICLE 8 - Assessments

8.1 The Board of Directors has and shall have the right and power to make, from time to time, reasonable assessments upon the Lots to meet anticipated authorized expenditures of the Association (which shall include the establishment of an adequate reserve fund for replacement of all facilities and improvements in and to the Open Space and all personalty owned by the Association) and to change from time to time the amount, installments and/or frequency of payment of assessments.

8.1.1 No increase or decrease in the amount of such reasonable assessments for anticipated authorized expenditures of the Association in any one fiscal year of the Association which exceeds 20 percent of the regular assessment for the immediately preceding fiscal year may be made without the vote or written ballot of (i) the Owners entitled to exercise a majority of the total voting power in each of the two voting classes as provided in the Article of the Bylaws entitled "Voting Rights," or (ii) upon cessation of one of the two voting classes, the Owners entitled to exercise a majority of the total voting power in the remaining voting class, provided that such vote or written ballot shall include the votes of a majority of the Owners other than Declarant. Each Owner shall be assessed separately and equally for its share of such expenditures.

8.1.2 Separate written notices of the making of such assessment (including in such notice the amount thereof and the frequency of payment) shall be deposited into the United States mail, postage prepaid, directed to the attention of each Owner, bearing the address of the Lot owned by such Owner (or such other address as such Owner shall supply to the Association for purposes of delivery of such notices), at least 60 days prior to the beginning of a fiscal year; such assessment upon a Lot shall be a debt of the Owner thereof at the time such assessment is made. The amount of any such assessment together with any late payment penalty, costs and reasonable attorneys' fees in the event enforcement is commenced shall be and become a lien upon any Lot assessed when the Board of Directors causes to be recorded in the Office of the County Recorder of San Diego County, California, a notice of assessment, which shall state the amount of such assessment and the aforesaid interest, costs and attorneys' fees, a description of the Lot against which the same has been assessed

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and the name of the record Owner thereof. Upon payment of said assessment and charges in connection with which such notice has been so recorded, or other satisfaction thereof, the Board of Directors shall cause to be recorded a further notice stating the satisfaction and the release of the lien thereof. Unless sooner satisfied and released or the enforcement thereof initiated as herein provided, such lien shall expire and be of no further force or effect one year after the date of recordation of said notice of assessment; provided, however, that said one-year period may be extended by the Board of Directors for not more than one additional year by recording a written extension thereof.

8.1.3 Such lien may be enforced by sale of the Lot by the Board of Directors, on behalf of the Association, its attorney or other person authorized by the Board of Directors to conduct the same after failure of the Owner to pay such an assessment in accordance with its terms; such sale shall be conducted in accordance with the provisions of California Civil Code Sections 2924, 2924b, 2924c, applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner permitted by law. The Board of Directors, on behalf of the Association, shall have the right to (i) bid at any foreclosure sale of a Lot, (ii) a credit, in any such bidding, in the amount of the aggregate of the unpaid assessment(s), said interest and charges and (iii) hold, lease, mortgage and/or convey said Lot in the name of the Association. Nothing herein shall prohibit the Board of Directors from instituting legal proceedings against an Owner to collect the debt of an assessment(s) owed by such Owner.

8.2 The Board of Directors may also levy and collect special assessment(s) for capital improvements or other purposes in the same manner as regular assessments are levied and collected as described in Paragraph 8.1. The amount of any such special assessment, together with any late payment penalty incurred pursuant to this Article, costs and reasonable attorneys' fees in the event enforcement is commenced, shall be and become a lien upon any Lot in the same manner as regular assessments become a lien. Provided, however, no such special assessment exceeding, in the aggregate, 5 percent of the budgeted gross expenses of the Association for the then current fiscal year of the Association may be levied without the vote or written ballot of (i) the Owners entitled to exercise a majority of the total voting power in each of the two voting classes as provided in the Article of the Bylaws entitled "Voting Rights" or (ii) upon cessation of one of the two voting classes, the Owners entitled to exercise a majority of the total voting power in the remaining voting class, provided that such vote or written ballot shall include the votes of a majority of the Owners other than Declarant. The provisions of the preceding sentence shall not apply (i) to special assessment(s) for repair, or the like,

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described in the Article entitled "Destruction; Insurance" or (ii) in the case where the special assessment against an Owner is a remedy utilized by the Board of Directors to reimburse the Association for costs incurred in bringing the Owner into compliance with the provisions of the Articles, Bylaws or this Declaration.

8.3 In the event the Association does not receive an Owner's payment of the entire amount of a regular or special assessment imposed upon its Lot pursuant to this Article within 30 days after the due date thereof, a late payment penalty by way of damages shall be immediately due and payable by such Owner. Each of the Owners recognizes and acknowledges that the late payment of assessments will cause the Association to incur additional costs and expenses in connection with its management, architectural control and preservation of the Project. In the event of any such late payment, the Association shall be entitled to damages for the detriment caused thereby, but it is extremely difficult and impractical to ascertain the extent of such damages. Accordingly, each Owner shall pay to the Association a late payment penalty equal to \$10 for any late payment as liquidated damages for all such costs and expenses (other than attorneys' fees, court costs and other costs incurred by the Association in connection with the creation and/or foreclosure of a lien for delinquent regular or special assessments). The Board of Directors may, from time to time, increase the amount of such late payment penalty; provided, however, that the amount of such increased late-payment penalty shall not exceed the maximum permitted by California Civil Code Section 1725, as the same may be from time to time amended, or any other applicable laws. The Board of Directors shall advise the Owners in writing of any increase in such late payment penalty not less than 30 days prior to the effective date of any such increase. The Association and each of the Owners agree that such late payment penalty represents a fair and reasonable estimate of the costs and expenses (other than attorneys' fees, court costs and other costs incurred by the Association in connection with the creation and/or foreclosure of a lien for delinquent regular or special assessments) which the Association will incur by reason of such late payment. Acceptance of any such late payment penalty by the Association shall in no event constitute a waiver of such Owner's default with respect to the late payment (i.e., the overdue amount), nor prevent the Association from exercising any of its other rights and remedies hereunder or at law. In addition to the late payment penalty described above, each Owner shall pay to the Association the amount of reasonable attorneys' fees, court costs and other costs incurred by the Association in connection with the creation and/or foreclosure of a lien for delinquent regular or special assessments.

8.4 Until such time as the Board of Directors shall change the same pursuant to Paragraph 8.1, such assessments shall be due

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and payable monthly on the first day of each calendar month, commencing, as to all Lots, on the first day of the calendar month next following the first conveyance by Declarant of a Lot. Recordation of this Declaration shall not constitute a "notice of assessment" under Paragraph 8.1, but shall be the equivalent of "separate written notice of the making of such assessment" described in Paragraph 8.1. Declarant shall be absolutely liable for the monthly installment of any assessment, and any special assessment, constituting a lien on any Lot and accruing prior to the conveyance thereof by Declarant.

ARTICLE 9 - Destruction; Insurance

9.1 The Board of Directors shall keep insured against loss by fire and perils (i) all buildings, if any, and other insurable improvements in the Open Space and (ii) all personalty owned by the Association, under one, master extended coverage hazard policy(ies) for the interest of all Owners. The amount of coverage of such insurance shall be not less than 100 percent of the insurable value (based on then current replacement cost) of said buildings and fair market value of personalty as determined annually by an insurance carrier selected by the Board of Directors. The name of the insured under each policy of such insurance shall be substantially "Fairway Pointe Owners' Association, Inc., a California nonprofit corporation, for use and benefit of individual owners," followed, if desired by either the Association or the insurance carrier(s), by the designation of the Owners. Authority to adjust losses covered by the Association's policy(ies) shall be vested in the Board of Directors, and insurance proceeds shall be payable to the Association or to Mortgagees, as their interests appear.

9.2 If, within the Open Space a steam boiler is an operation, the Board of Directors shall keep in force boiler explosion insurance evidenced by a standard form of boiler and machinery insurance policy and providing coverage as a minimum, \$100,000 per accident per location. If a steam boiler is in operation upon a Lot, the Owner of said Lot shall provide such insurance. If the Project is or becomes located in an area identified by the Secretary of Housing and Urban Development as an area having special flood hazards, a "blanket" policy of flood insurance on the Project must be maintained in the amount of the lesser of (i) the outstanding principal balances of mortgage loans on all Lots or (ii) the maximum limit of coverage available under the National Flood Insurance Act of 1968, as amended. The name of the insured under each such policy of insurance shall be as set forth in Paragraph 9.1 above.

9.3 In the event of any loss, damage or destruction so insured against, the Board of Directors shall cause the same to be replaced, repaired or rebuilt. In the event the cost of such replacement, repair or rebuilding exceeds the hazard insurance

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proceeds received therefor, the Board of Directors shall levy and collect a special assessment in an equal amount from each Owner in the Project. In any event, all such hazard insurance proceeds received for such loss, damage or destruction shall be used for such replacement, repair or rebuilding.

9.4 The Board of Directors shall procure and keep in force during the term hereof insurance (containing a "severability of interest" clause or endorsement) in the name of the Association and the Owners against any liability to the public (including the Owners) resulting from any occurrence in or about the Open Space with coverage in the amount of at least \$1,000,000 per occurrence, for personal injury and/or property damage. The policy(ies) of such insurance shall contain a waiver of subrogation by the insurer(s) against (i) the Association, (ii) each of the directors serving from time to time on the Board of Directors, and (iii) the Owners.

9.5 The Board of Directors shall procure and keep in force during the term hereof insurance in the name of the Association against dishonest acts on the part of the Board of Directors, volunteers and other persons responsible for handling funds belonging to or administered by the Association; such insurance or, in lieu thereof, fidelity bond, shall (i) be written in an amount not less than one and one-half times the Association's estimated annual operating expenses and reserves, (ii) contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of "employee" or similar expression and (iii) provide that it may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least 30 days prior written notice to the loan servicer, if any, on behalf of the Federal National Mortgage Association.

9.6 Each Owner shall keep all buildings and other insurable improvements on such Owner's Lot insured for the interest of such Owner and such Owner's mortgagees, as their interests may appear. Such insurance shall provide, as a minimum, fire and extended coverage, with waiver of any fall of building clause, on a replacement cost basis in an amount not less than that necessary to comply with any co-insurance percentage stipulated in such insurance policy. The amount of coverage of such insurance shall be such that in the event of any damage or loss to the improvements so insured the insurance proceeds shall provide at least the lesser of (i) compensation equal to the full amount of damage or loss or (ii) compensation to such Owner's first Mortgagee equal to the full amount of the unpaid balance of said first Mortgagee's mortgage on such Owner's Lot. In lieu of the insurance to be maintained by each Owner pursuant to this Paragraph 9.6, the Association may procure and maintain a blanket policy of hazard insurance with the same coverage as described above in this Paragraph 9.6, insuring the single-family

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residential structure on each Owner's Lot. Any such blanket policy of insurance must name the Association as the insured for the benefit of the Owners. The premiums for any such blanket insurance policy shall be an expense of the Association and included in the assessments described in Paragraph 8.1. By taking title to a Lot, each Owner agrees to and does thereby hold harmless the Association for damages to person or property occurring on or about the Open Space as a result of the act or omission of such Owner, it's guests, invitees, licensees or agents.

9.7 Each of said fire and extended coverage hazard policies shall be issued by an insurance carrier which (i) has a financial rating by Best's Insurance Reports of B/VI or better and (ii) is authorized to transact business within the State of California.

9.8 In the event of any loss, damage or destruction to any improvements in the Open Space or personalty owned by the Association not insured against under the policy(ies) of insurance required of the Association hereunder, the Board of Directors shall undertake to cause the same to be replaced, repaired or rebuilt. The cost of such replacement, repair or rebuilding shall be assessed equally to all of the Owners in the Project.

9.9 Copies of all such insurance policies (or certificates thereof showing the premiums thereon to have been paid) shall be retained by the Association and open for inspection by the Owners at any reasonable time(s). All such insurance policies shall (i) provide that they shall not be reducible or cancellable by the insurer, without first giving at least ten days' prior notice in writing to the Association and all first Mortgagees, (ii) contain a waiver of subrogation by the insurer(s) against the Association, the Board of Directors and the Owners, and (iii) contain or have attached a standard mortgagee clause or endorsement in favor of all first Mortgagees, together with such other endorsement(s) as such first Mortgagees may require to fully protect their interests in form and of content as customarily used by private institutional lenders in the county in which the Project is located.

9.10 Nothing contained in this Article shall be construed to supersede any provision of the Article of this Declaration entitled "Planned Development Character of Project."

ARTICLE 10 - Condemnation

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

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

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

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

10.2.3 "Award" means compensation, including but not limited to monetary and other consideration, paid by a Condemnor for an Appropriation.

10.3 The Board of Directors are hereby irrevocably appointed as the agent for every Owner to (i) negotiate with any Condemnor for settlement of an Award for any Appropriation, (ii) defend any action brought for an Appropriation, and to engage and compensate counsel and expert witnesses therefor or to aid the Board of Directors in the exercise of any of its powers under this Article, (iii) conduct, arrange or supervise an independent appraisal to determine the value of the Open Space affected by any Appropriation, (iv) receive in the name of the Association any Award and to retain the same, pending its disbursement, in a noninterest-bearing bank account in the name of the Association and (v) disburse or retain the same, pursuant to the following paragraphs of this Article.

10.4 If an Award affecting all or a portion of the Open Space is not apportioned among the Owners by court judgment or by agreement between the Condemnor and the Board of Directors as the Owners' agent, and after the value of the Open Space affected by any Appropriation has been determined by independent appraisal, as soon as may be practicable after the receipt by the Association of any Award, the Board of Directors will disburse the same pursuant to the following:

10.4.1 First, to contractors, subcontractors, materialmen and others for the costs of the repair or restoration of damage or destruction to the Open Space caused by an Appropriation, or to the Association in reimbursement for such costs; the balance of the award is hereinafter referred to as "Award Balance."

10.4.2 Second, the Award Balance to the Association. In the event that the entire Open Space is appropriated, the Award Balance shall be distributed to the Owners in equal shares. In the event that the Open Space is appropriated only in part, the Award Balance shall be retained by the Association or

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disbursed to the Owners in whole or in part as determined by the Board of Directors.

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

ARTICLE 11 - Accounting

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

ARTICLE 12 - Scope; Enforcement

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

12.2 Notwithstanding the provisions of the Articles hereof entitled "Partition and Severance" and "Amendment" to the contrary, at any time, 65 years after the date of recordation of this Declaration, this Declaration and each and every limitation, restriction, condition and covenant contained herein may be terminated and extinguished upon execution and filing for record in the Office of the County Recorder of San Diego County, California, of a written instrument which (i) declares that the provisions of this Declaration are thereby terminated and extinguished, (ii) is signed and acknowledged by the Owners entitled to exercise a majority of the total voting power of the

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Association and (iii) bears, or has attached thereto, the consent of two-thirds of all first Mortgagees as of the time of recordation of said written instrument.

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

12.4 The result of or condition caused by a violation of any of said limitations, restrictions, conditions or covenants, other than the payment of assessment(s), is and shall be a nuisance, and every remedy in law or equity now or hereafter available against a public or private nuisance may be exercised by any Enforcing Person.

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

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

ARTICLE 13 - Rights of Mortgagees

13.1 Any Owner may voluntarily or involuntarily encumber his Lot with or by a real property mortgage, deed of trust or other instrument of hypothecation.

13.2 A breach of any of the foregoing limitations, restrictions, conditions or covenants shall not defeat or render invalid the lien of any first mortgage or first deed of trust made in good faith and for value as to any Lot; provided, however, such limitations, restrictions, conditions and covenants shall be binding upon and effective against any person whose title to said Lot is acquired by foreclosure, trustee's sale or otherwise.

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

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

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

13.3.2 In the event any Mortgagee (i) shall acquire title to any Lot by judicial foreclosure, exercise of power of sale contained in any real property mortgage or deed of trust, or deed in lieu of foreclosure and (ii) shall thereafter sell and convey such Lot, any real property mortgage or deed of trust received by such lender as security for all or a portion of the purchase price of such Lot shall be incontrovertibly deemed "given for value." Notwithstanding the provisions of Paragraph 13.3 above, any lien created by or pursuant to this Declaration, which lien arises from failure to pay assessment(s) accruing during the period of such Mortgagee's holding of title to said Lot, shall be a lien superior to the lien of said real property mortgage or deed of trust received to secure a portion of said purchase price.

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

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

13.6 The Association shall, upon the request of any first Mortgagee, enter into an agreement with such first Mortgagee which agreement shall include the substance of the following provisions and/or any other reasonable requirements of the Federal Home Loan Mortgage Corporation: (i) that the Association will pay when due all premiums on all insurance policies insuring

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the Open Space and taxes, assessments or other charges which may become a lien on the Open Space. (ii) that if the Association should fail to make a payment as described in clause (i) above that such Mortgagee by itself or in combination with other holders of mortgages encumbering Lots within the Project may, but shall not be required to, pay such taxes, assessments or charges and any such insurance premiums, (iii) that should any policies of insurance insuring the Open Space lapse because of the Association's failure to pay such premium that such Mortgagee may by itself or in combination with any other holders of mortgages encumbering Lots, but shall not be required to, secure new policies of insurance as it may deem necessary and (iv) that Association shall promptly reimburse such Mortgagee for any and all payments made by it pursuant to clauses (ii) and (iii).

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

ARTICLE 14 - Declarant's Security for its Obligations

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

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

14.1.2 If the Board of Directors fails to consider and vote on the question of action to be taken by the Association to enforce the obligations under the Bond or should the Board of Directors decide not to initiate action to enforce said obligations, a special meeting of Members shall be held to consider and vote on such action if Members having at least five percent of

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the voting power of the Association sign and submit to the Board of Directors a petition demanding such meeting. Such meeting shall be held not less than 35 days nor more than 45 days after receipt by the Board of Directors of said petition. At such special meeting, all Members other than Declarant shall be entitled to vote.

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

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

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

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such arbitration shall ultimately be borne as determined by the Arbitrator(s) under the aforesaid Commercial Arbitration Rules.

ARTICLE 15 - Amendment

15.1 This Declaration may be amended only by written instrument (or counterparts thereof) (i) signed and acknowledged (a) by the Owners entitled to exercise 75 percent of the total voting power in each of the two voting classes of the Association, as provided in the Article of the Bylaws entitled "Voting Rights" or (b) upon cessation of one of the two voting classes, by the Owners entitled to exercise 75 percent of the total voting power in the remaining voting class, provided that such signatures include the signatures of not less than a majority of the Owners other than Declarant and (ii) filed for record in the Office of the County Recorder of San Diego County, California. Any written instrument amending this Declaration shall bear, or have attached thereto, the written consent of two-thirds of all first Mortgagees as of the time of recording such amendment (based upon one vote for each first mortgage or deed of trust owned) if such amendment would affect to any degree the rights, powers, privileges, interests or security of said first Mortgagees as set forth in the Articles hereof entitled "Ownership of Open Space And of Beneficial Interest in Common Personalty," "Planned Development Character of the Project," "Assessments," "Destruction; Insurance," "Condemnation," "Accounting," "Scope; Enforcement," "Rights of Mortgagees" and the following paragraphs hereof: 1.1.22, 2.1.1, 2.2.1, 2.2.5, 5.1, 5.2 and 15.1.

15.2 Each such amendment to this instrument shall become effective only upon being filed for record as hereinabove provided and shall, from and after its effective date, be as effective as this instrument as to all (i) the Open Space, (ii) the Lots, (iii) the Project and (iv) the Owners (as of the effective date) and their successors in interest.

15.3 Anything contained in this Declaration to the contrary notwithstanding, this Declaration shall not be amended, modified or rescinded (i) at any time prior to September 30, 1990, without the prior written consent of Genstar Development Inc., a New York corporation (Penasquitos Properties Division), (ii) without the prior written consent of the Community Board and (iii) without the recording of said written consent or consents, as appropriate in the Office of the County Recorder of San Diego County, California.

ARTICLE 16 - General Provisions

16.1 Notices required by the Declaration, or desired, to be given shall be conclusively deemed served (i) if personally

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served, at the time of such service, and (ii) if mailed, 48 hours after deposit thereof in the United States mail, postage prepaid, addressed to the person(s) to whom such notice is to be given at the last known address of such person(s).

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

16.3 No provision of the Articles or the Bylaws, and no action of the Association, in violation or contravention of any provision of this Declaration shall be valid, subsisting or of any effect whatsoever.

16.4 Captions in this Declaration are inserted for convenience of reference only and do not define, describe or limit the scope or the intent of this Declaration or any of the terms hereof.

16.5 All exhibits, if any, referred to herein and attached hereto are a part hereof.

16.6 This Declaration and every provision hereof shall be construed to facilitate the operation of the Project.

IN WITNESS WHEREOF, this Declaration has been executed as of the 4 day of May, 1983.

GENSTAR DEVELOPMENT INC., a
New York corporation
(Penasquitos Properties
Division)

By [Signature]
Vice President

By [Signature]
Asst. Secretary

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STATE OF CALIFORNIA)
) SS
COUNTY OF SAN DIEGO)

On May 4, 1983, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Robert B. McLeod personally known to me (or proved to me on the basis of satisfactory evidence) to be the Vice President, and James M. Delhamer, known to me to be Assistant Secretary of GENSTAR DEVELOPMENT INC., a New York corporation, and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

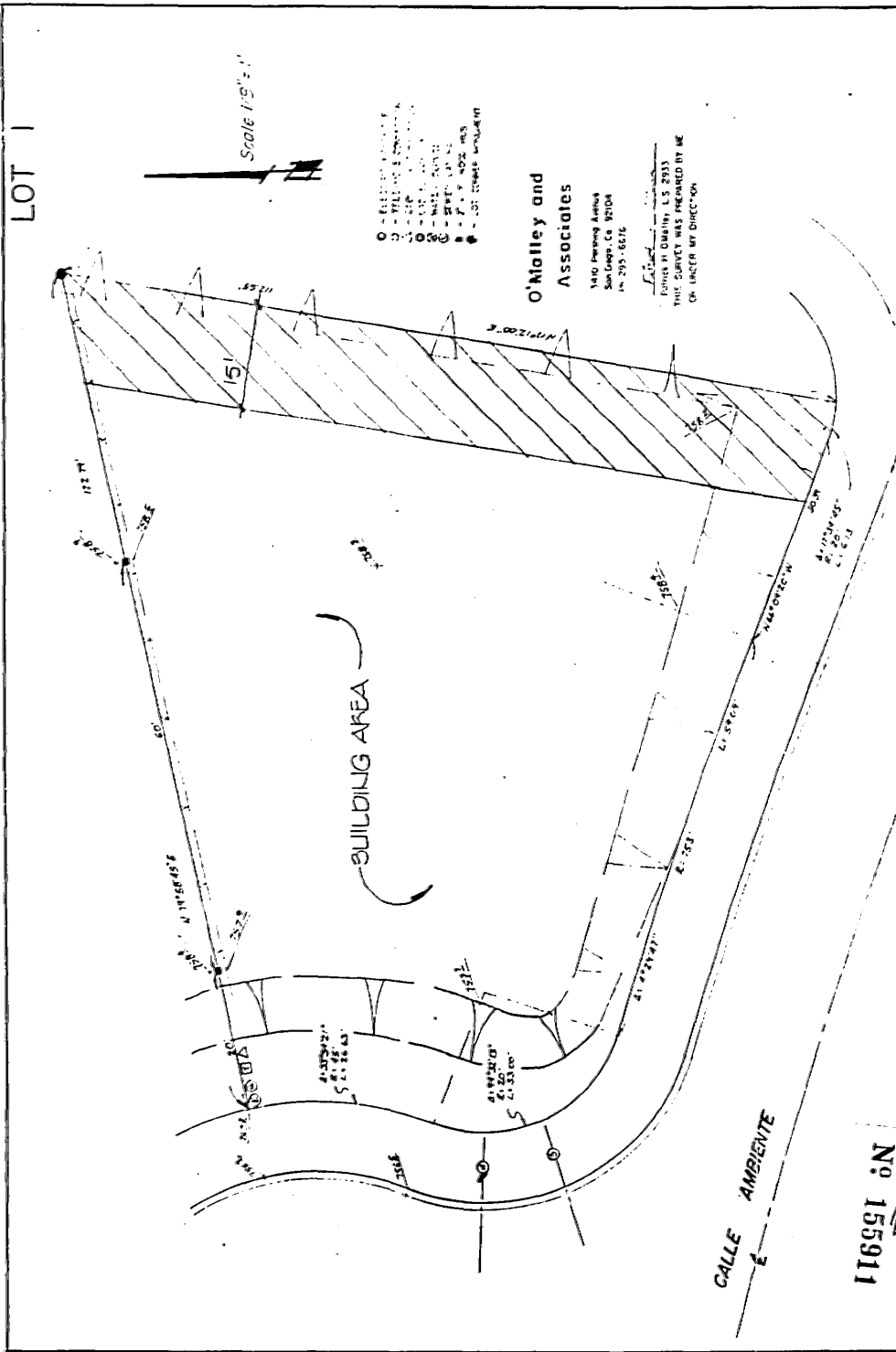


Kathleen C. Siemon
Notary Public in and for
said County and State

No 155911
26
83-

ARCHITECTURAL SURVEY OF BERNARDO HEIGHTS UNIT NO. 9 RESUB. 1577

LOT 1



LEGEND




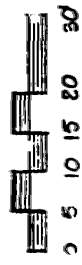
-  BUILDING
-  SETBACK AND LANDSCAPE HEIGHT LIMIT OF 3'-0"
-  NEIGHBORHOOD ASSOCIATION EASEMENT
-  COMMUNITY PERIMETER WALL

EXHIBIT A



O'Malley and Associates
 1410 Parkway Avenue
 San Diego, CA 92104
 PH: 235-6676

FOR THE CLIENT, L.S. 2933
 THIS SURVEY WAS PREPARED BY ME
 OR UNDER MY DIRECTION

1165911 No 155911

26
 83-

1578

ARCHITECTURAL SURVEY OF BERNARDO HEIGHTS UNIT NO. 9 RESUB.

O'Malley and Associates

3110 Leving Area
San Diego, CA 92104
Tel. 235-6676

FRANK H. QUINCY, L.S. 2933
THIS SURVEY WAS PREPARED BY ME
ON UNDER MY DIRECTION

LEGEND




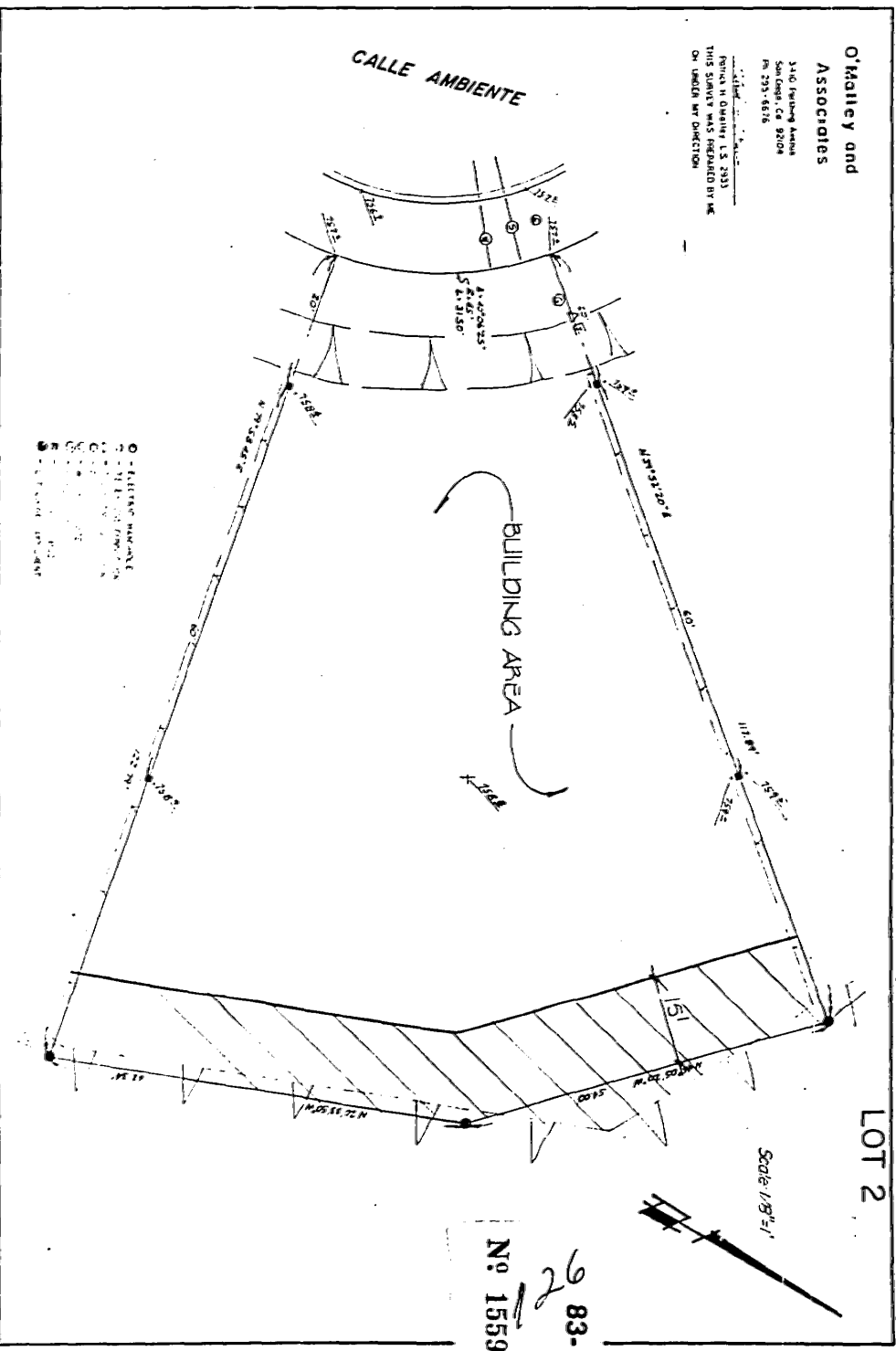
-  BUILDING SETBACK AND LANDSCAPE HEIGHT LIMIT OF 3'-0"
-  NEIGHBORHOOD ASSOCIATION EASEMENT
-  COMMUNITY PERIMETER WALL

EXHIBIT A



LOT 2

Scale: 1/8"=1'

No. 155911
26 83-




1579

1580

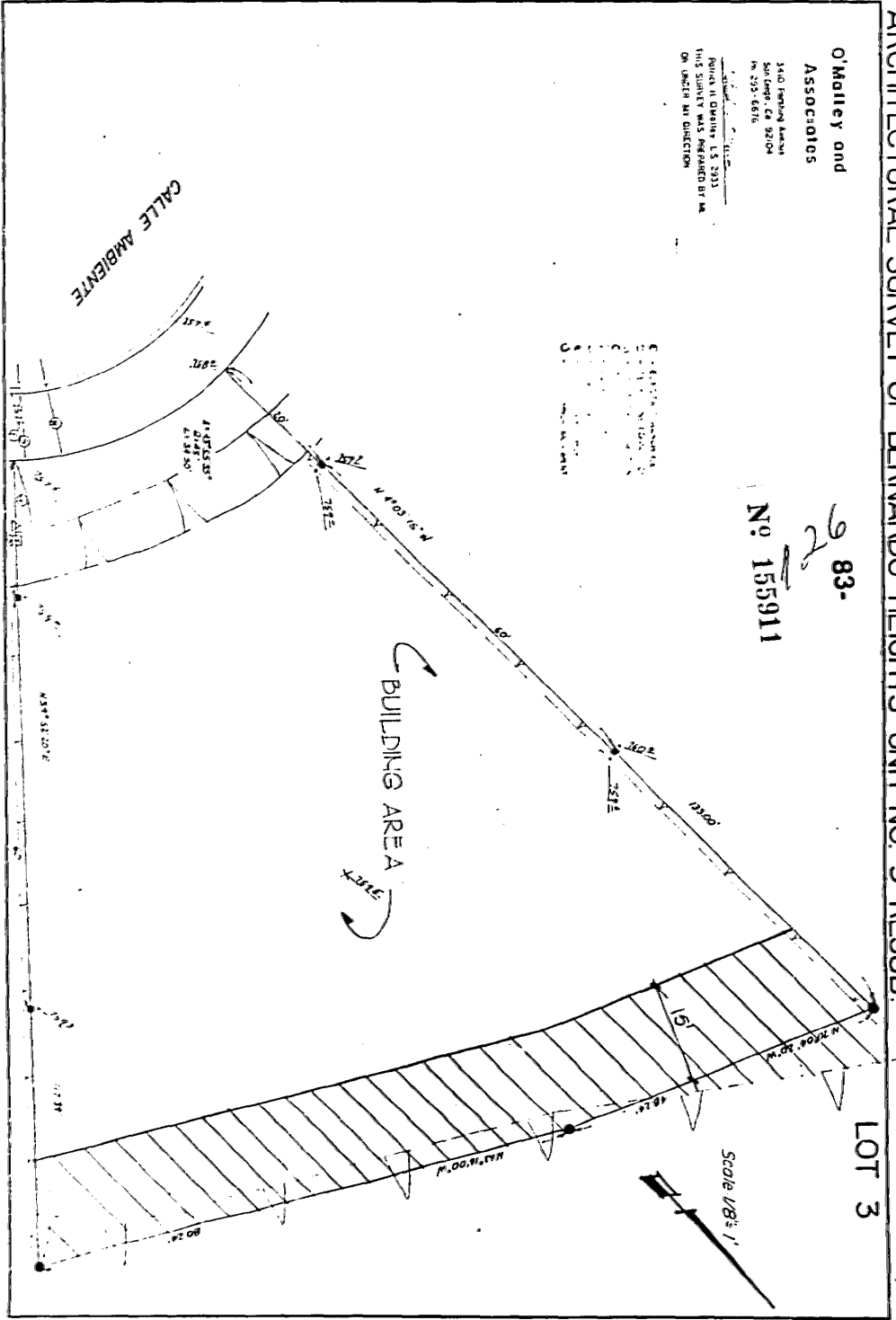
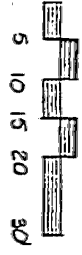
ARCHITECTURAL SURVEY OF BERNARDO HEIGHTS UNIT NO. 9 RESUB.

1581

LEGEND

-  BUILDING SETBACK AND LANDSCAPE HEIGHT LIMIT OF 31-011
-  NEIGHBORHOOD ASSOCIATION EASEMENT
-  COMMUNITY PERIMETER WALL

XHIBIT A






1582

1583

ARCHITECTURAL SURVEY OF BERNARDO HEIGHTS UNIT NO. 9 RESUB.

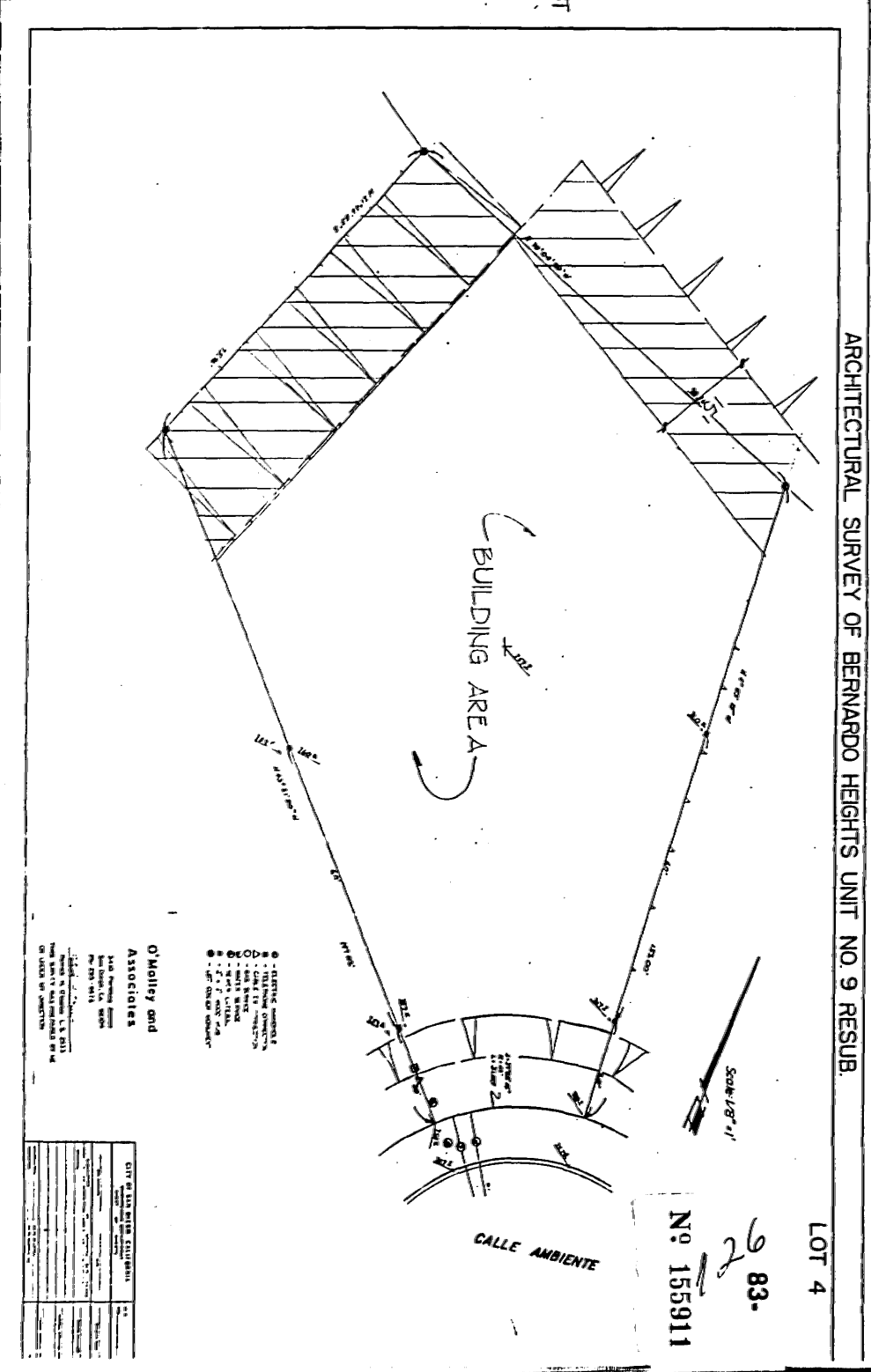
LOT 4

LEGEND

-  BUILDING SETBACK AND LANDSCAPE HEIGHT LIMIT OF 3'-0"11
-  NEIGHBORHOOD ASSOCIATION EASEMENT
-  COMMUNITY PERIMETER WALL

XHIBIT A

5 10 15 20 30



26 83-
No 155911

CALLE AMBIENTE

- - Easement easements
- - Easement easements
- - Easement easements
- - Easement easements
- - Easement easements
- - Easement easements
- - Easement easements
- - Easement easements
- - Easement easements
- - Easement easements

O'Malley and Associates
 3435 Camino del Rio South
 San Diego, CA 92108
 Tel: 619-594-1111
 Fax: 619-594-1112

CITY OF SAN DIEGO - REGISTERED	
Surveyor's Name	O'Malley and Associates
Survey No.	155911
Date of Survey	1983
Scale	1/8" = 1'-0"
Project Name	Architectural Survey of Bernardo Heights Unit No. 9 Resub.
Sheet No.	26 of 83

1584

ARCHITECTURAL SURVEY OF BERNARDO HEIGHTS UNIT NO. 9 RESUB.

LOT 83.

1585

LEGEND




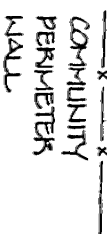
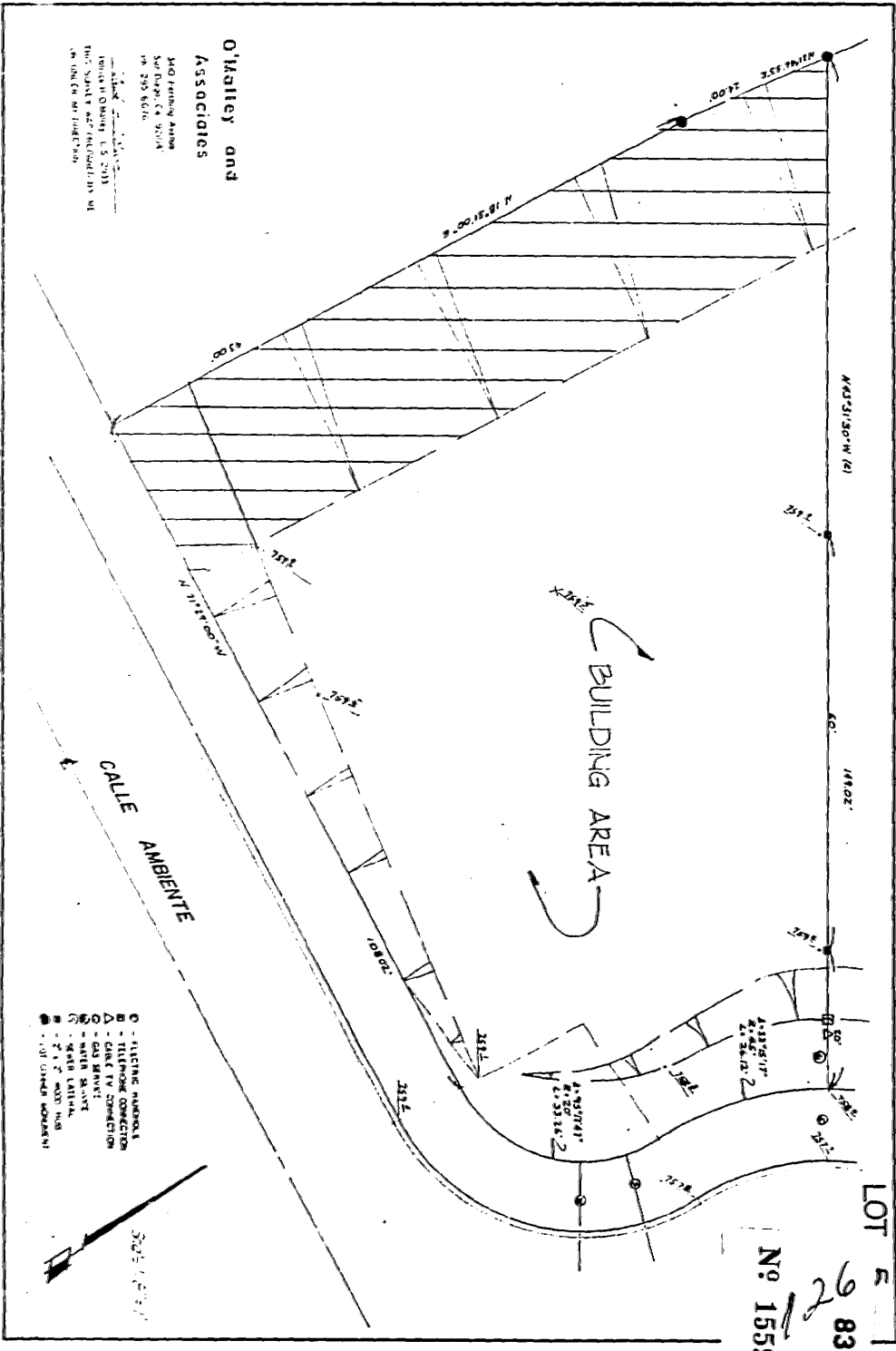
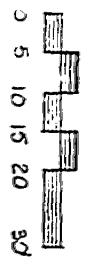
-  BUILDING
-  GETBACK AND LANDSCAPE HEIGHT LIMIT OF 31.011
-  NEIGHBORHOOD ASSOCIATION AGREEMENT
-  COMMUNITY PERIMETER WALL

EXHIBIT A



1588

1586

ARCHITECTURAL SURVEY OF BERNARDO HEIGHTS UNIT NO. 9 RESUB

83-
26
No 155911

1587

O'Valley and Associates

3100 Avenida Santa Ana, Suite 200, San Diego, CA 92108
Tel: 325-8578

Surveyed in Orange, L.S. 2915
THIS SURVEY WAS PREPARED BY ME OR UNDER MY DIRECTION

LEGEND



BUILDING SETBACK AND LANDSCAPE HEIGHT LIMIT OF 3'-0"

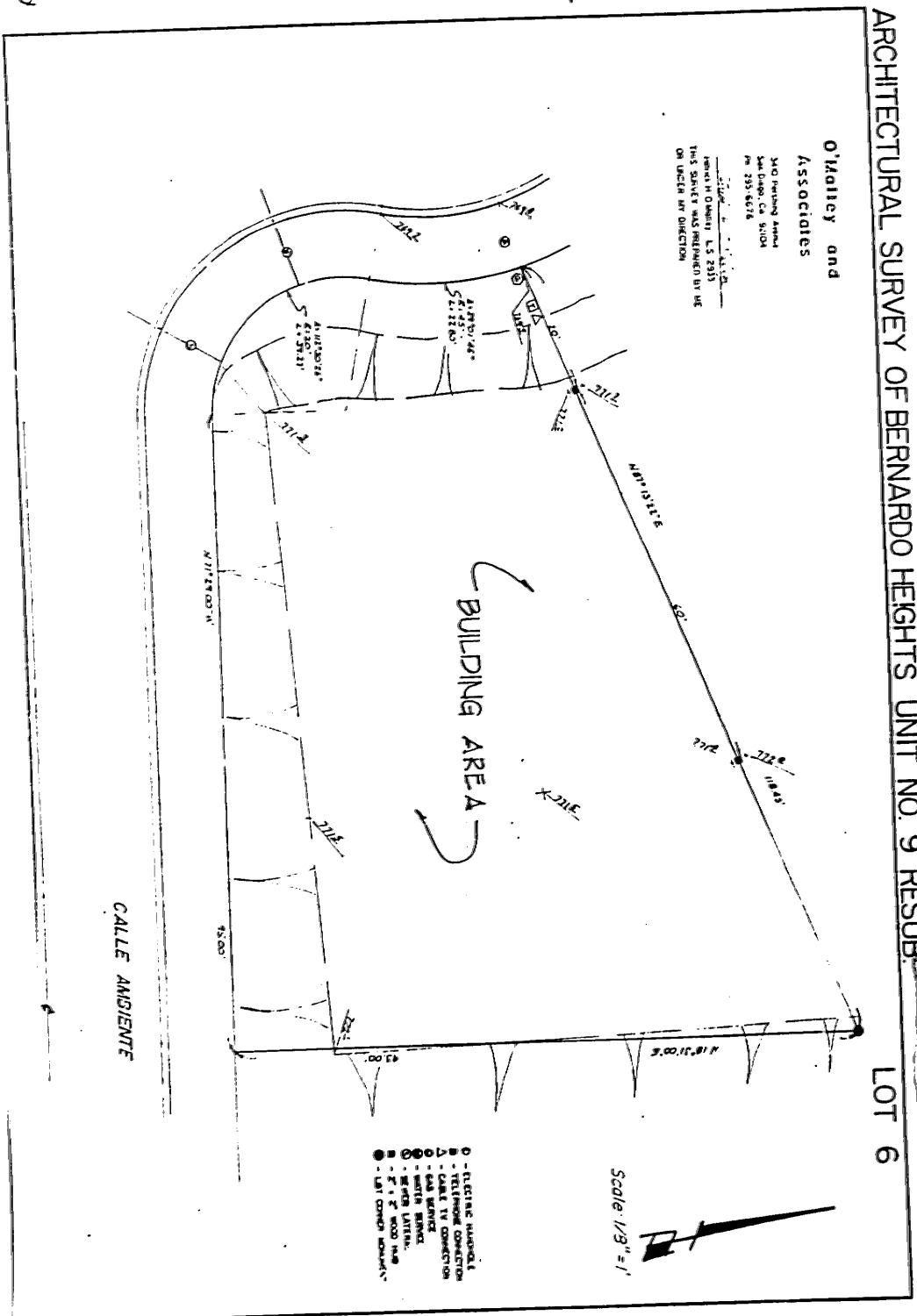
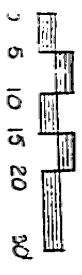


NEIGHBORHOOD ASSOCIATION EASEMENT



COMMUNITY PERIMETER WALL

EXHIBIT A



BUILDING AREA

CALLE ANSIENTE

- - ELECTRIC HANDHOLE
- - TELEPHONE CONNECTION
- - CABLE TV CONNECTION
- - GAS SERVICE
- - WATER SERVICE
- - SEWER LATERAL
- - 2" x 2" WOOD PILE
- - 4" x 4" WOOD PILE
- - 6" x 6" WOOD PILE
- - 8" x 8" WOOD PILE
- - 10" x 10" WOOD PILE
- - 12" x 12" WOOD PILE
- - 14" x 14" WOOD PILE
- - 16" x 16" WOOD PILE
- - 18" x 18" WOOD PILE
- - 20" x 20" WOOD PILE
- - 22" x 22" WOOD PILE
- - 24" x 24" WOOD PILE
- - 26" x 26" WOOD PILE
- - 28" x 28" WOOD PILE
- - 30" x 30" WOOD PILE
- - 32" x 32" WOOD PILE
- - 34" x 34" WOOD PILE
- - 36" x 36" WOOD PILE
- - 38" x 38" WOOD PILE
- - 40" x 40" WOOD PILE
- - 42" x 42" WOOD PILE
- - 44" x 44" WOOD PILE
- - 46" x 46" WOOD PILE
- - 48" x 48" WOOD PILE
- - 50" x 50" WOOD PILE
- - 52" x 52" WOOD PILE
- - 54" x 54" WOOD PILE
- - 56" x 56" WOOD PILE
- - 58" x 58" WOOD PILE
- - 60" x 60" WOOD PILE
- - 62" x 62" WOOD PILE
- - 64" x 64" WOOD PILE
- - 66" x 66" WOOD PILE
- - 68" x 68" WOOD PILE
- - 70" x 70" WOOD PILE
- - 72" x 72" WOOD PILE
- - 74" x 74" WOOD PILE
- - 76" x 76" WOOD PILE
- - 78" x 78" WOOD PILE
- - 80" x 80" WOOD PILE
- - 82" x 82" WOOD PILE
- - 84" x 84" WOOD PILE
- - 86" x 86" WOOD PILE
- - 88" x 88" WOOD PILE
- - 90" x 90" WOOD PILE
- - 92" x 92" WOOD PILE
- - 94" x 94" WOOD PILE
- - 96" x 96" WOOD PILE
- - 98" x 98" WOOD PILE
- - 100" x 100" WOOD PILE

Scale: 1/8" = 1'

LOT 6

1588

ARCHITECTURAL SURVEY OF BERNARDO HEIGHTS UNIT NO. 9 RESUB

LOT 7

No 155911

26
83-

LEGEND





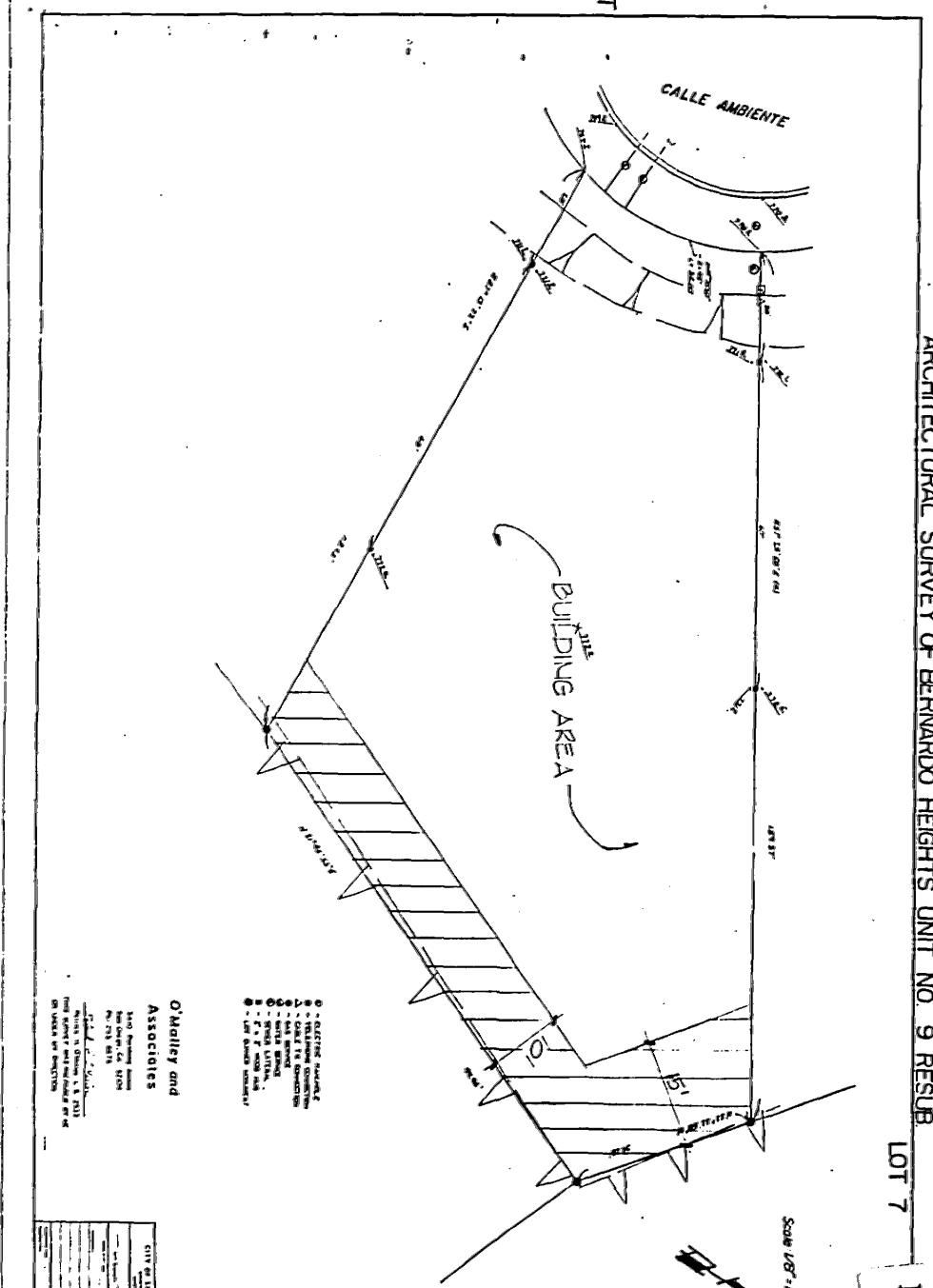
-  BUILDING
-  SETBACK AND LANDSCAPE HEIGHT LIMIT OF 3'-0"
-  NEIGHBORHOOD ASSOCIATION EASEMENT
-  COMMUNITY PERIMETER WALL

EXHIBIT A

5 10 15 20 30'



- ELECTRIC WIRING
- GAS WIRING
- CABLE TV WIRING
- TELEPHONE WIRING
- SPOOLS WIRING
- F.T. WOOD SIGN
- LOT BOUNDARY

O'Malley and Associates

3400 Broadway Avenue
San Diego, CA 92108
Tel: 619 581-1515

CITY OF SAN DIEGO EXHIBIT	
Project No.	155911
Lot No.	7
Block No.	
Section No.	
Map No.	
Scale	1/8" = 1'
Date	
Drawn by	
Checked by	
Approved by	

1590

ARCHITECTURAL SURVEY OF BERNARDO HEIGHTS UNIT NO. 9 RESUB

No. 155911
26
83.

LEGEND





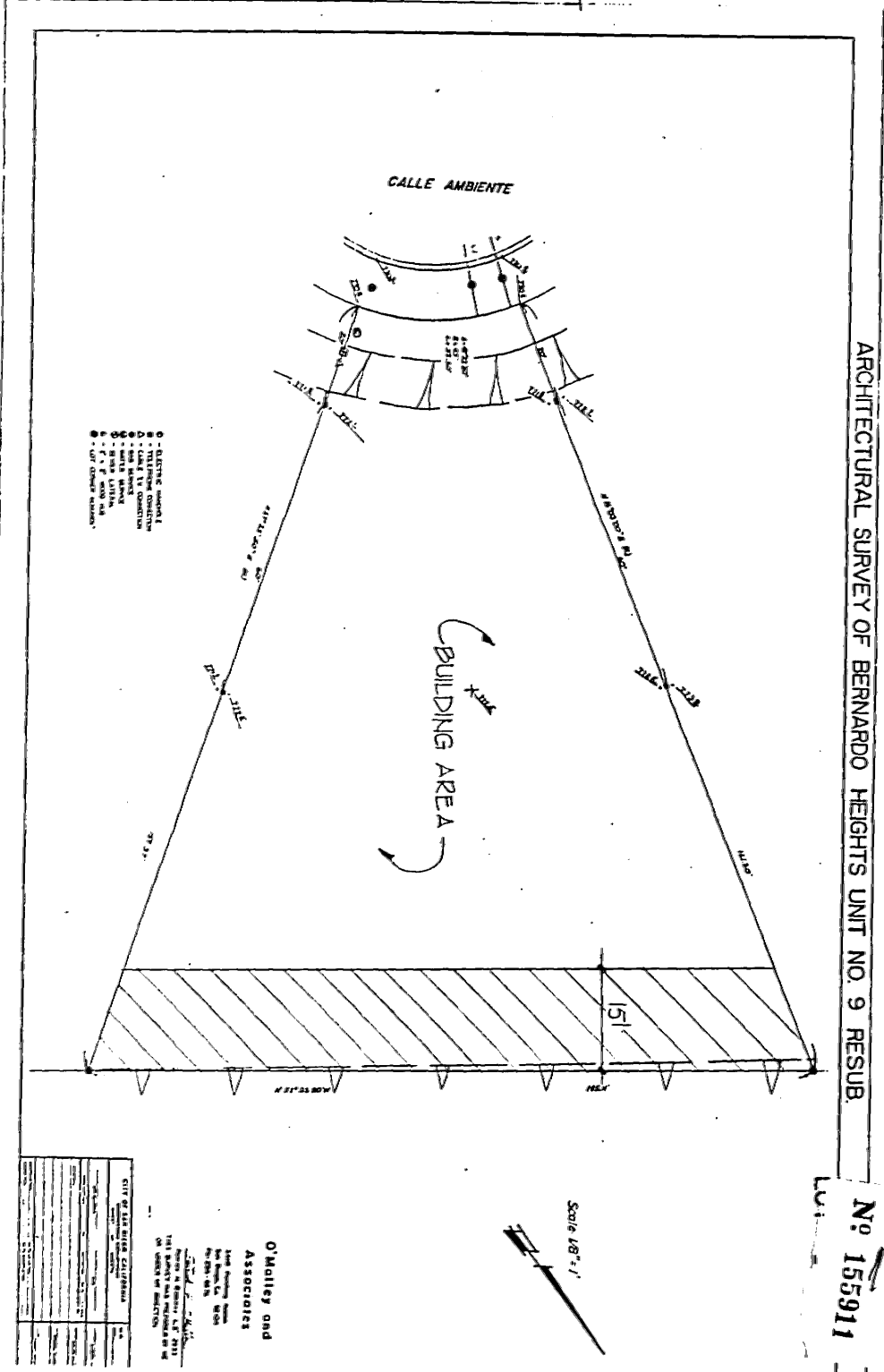
-  BUILDING
-  SETBACK AND LANDSCAPE HEIGHT LIMIT OF 3'-0"
-  NEIGHBORHOOD ASSOCIATION EASEMENT
-  COMMUNITY PERIMETER WALL

EXHIBIT A



15992

ARCHITECTURAL SURVEY OF BERNARDO HEIGHTS UNIT NO. 9 RESUB.

LOT 9

No 155911

83-

Scale: 1/8" = 1'

LEGEND





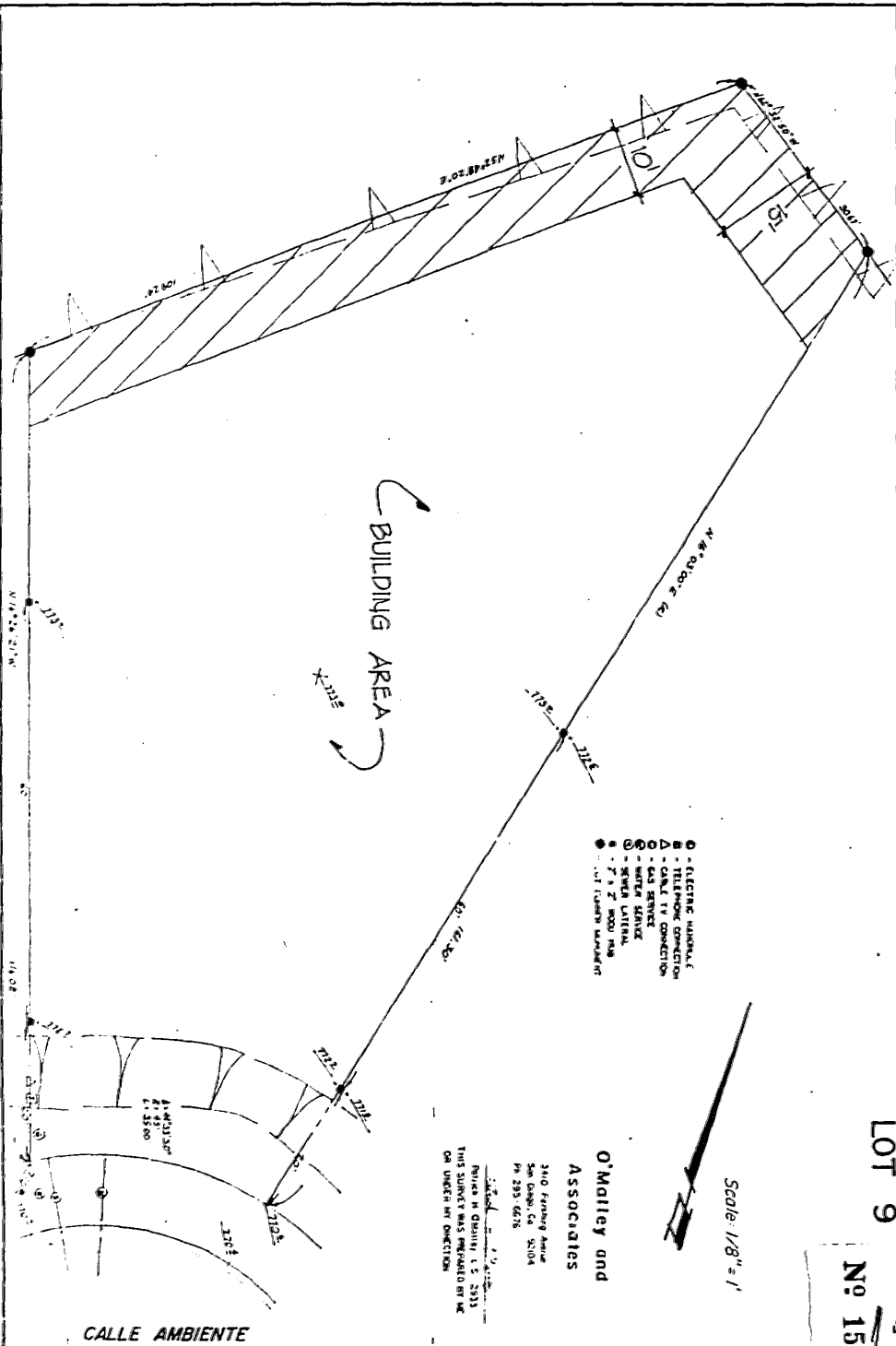
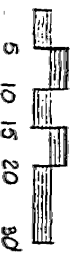
-  BUILDING
-  SETBACK AND LANDSCAPE HEIGHT LIMIT OF 3'-0"
-  NEIGHBORHOOD ASSOCIATION EASEMENT
-  COMMUNITY PERIMETER WALL

EXHIBIT A



- - ELECTRIC MAINLINE
- - TELEPHONE CONNECTION
- △ - GAS LINE CONNECTION
- - WATER MAIN
- - SEWER LATERAL
- - 2" x 2" WOOD NAIL
- - 1" x 1" CEMENT NAIL

O'Malley and Associates
 2410 Ferning Avenue
 San Diego, CA 92104
 PH 235-6478

Plotted January 8, 1983
 THIS SURVEY WAS MADE BY ME OR UNDER MY DIRECTION

1591





ARCHITECTURAL SURVEY OF BERNARDO HEIGHTS UNIT NO. 9 RESUB.

LOT 10

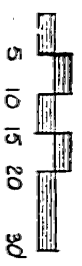
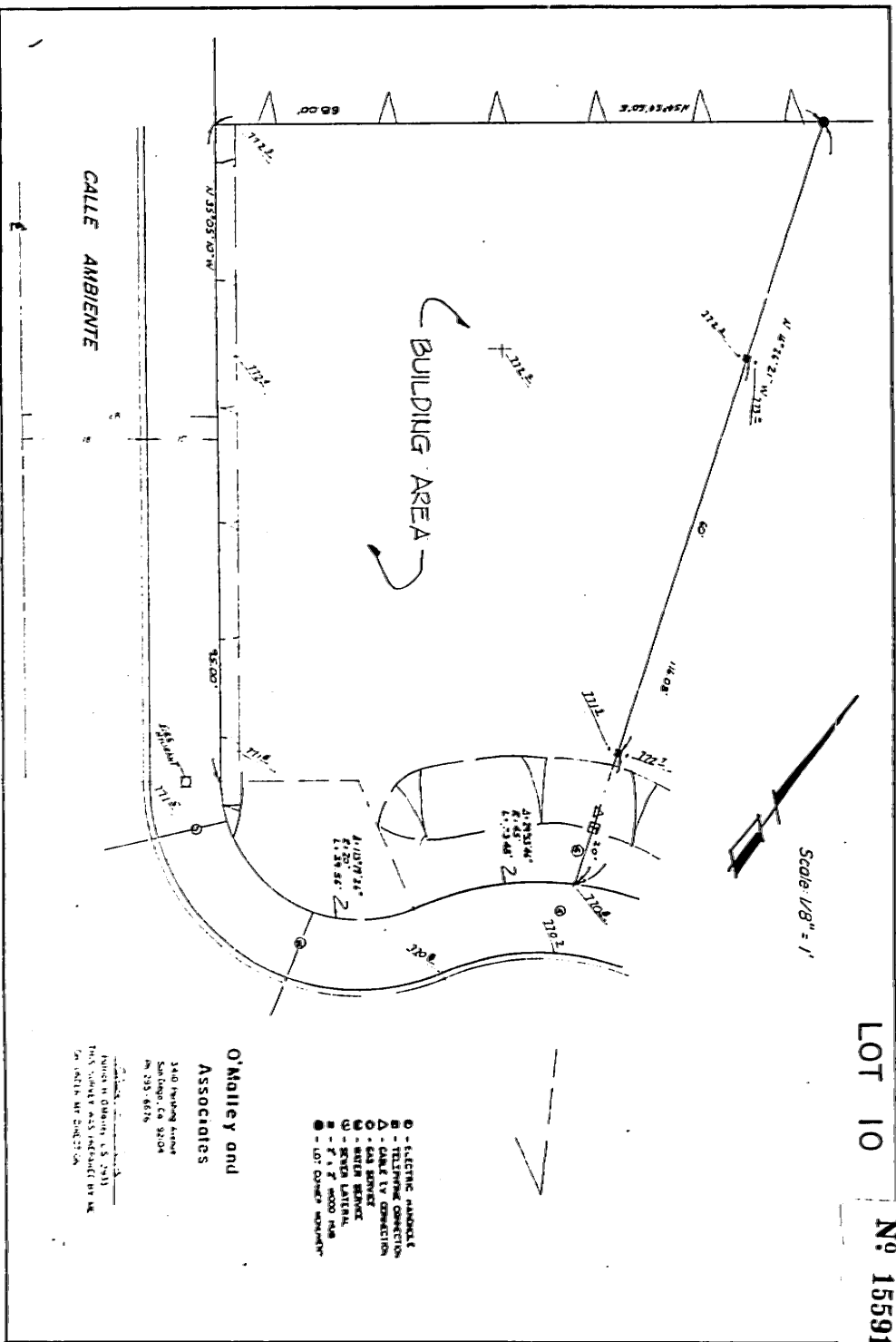
No 155911

83-26

LEGEND

-  BUILDING
-  SETBACK AND LAUDSCAPE HEIGHT LIMIT OF 31.011
-  NEIGHBORHOOD ASSOCIATION EASEMENT
-  COMMUNITY PERIMETER WALL

XHIBIT A



- - ELECTRIC HANDHOLE
- - TELEPHONE CONNECTION
- △ - CABLE TV CONNECTION
- ⊗ - GAS SERVICE
- ⊙ - WATER METER
- - FIRE HYDRANT
- ⊕ - LOT OWNER MARKER

O'Malley and Associates

340 Parking Area San Diego, Ca 92104

THIS SURVEY WAS PREPARED BY ME IN ACCORDANCE WITH THE PROVISIONS OF THE SURVEYING ACT OF 1907.

1596





ARCHITECTURAL SURVEY OF BERNARDO HEIGHTS UNIT NO. 9 RESUB.

LOT 11

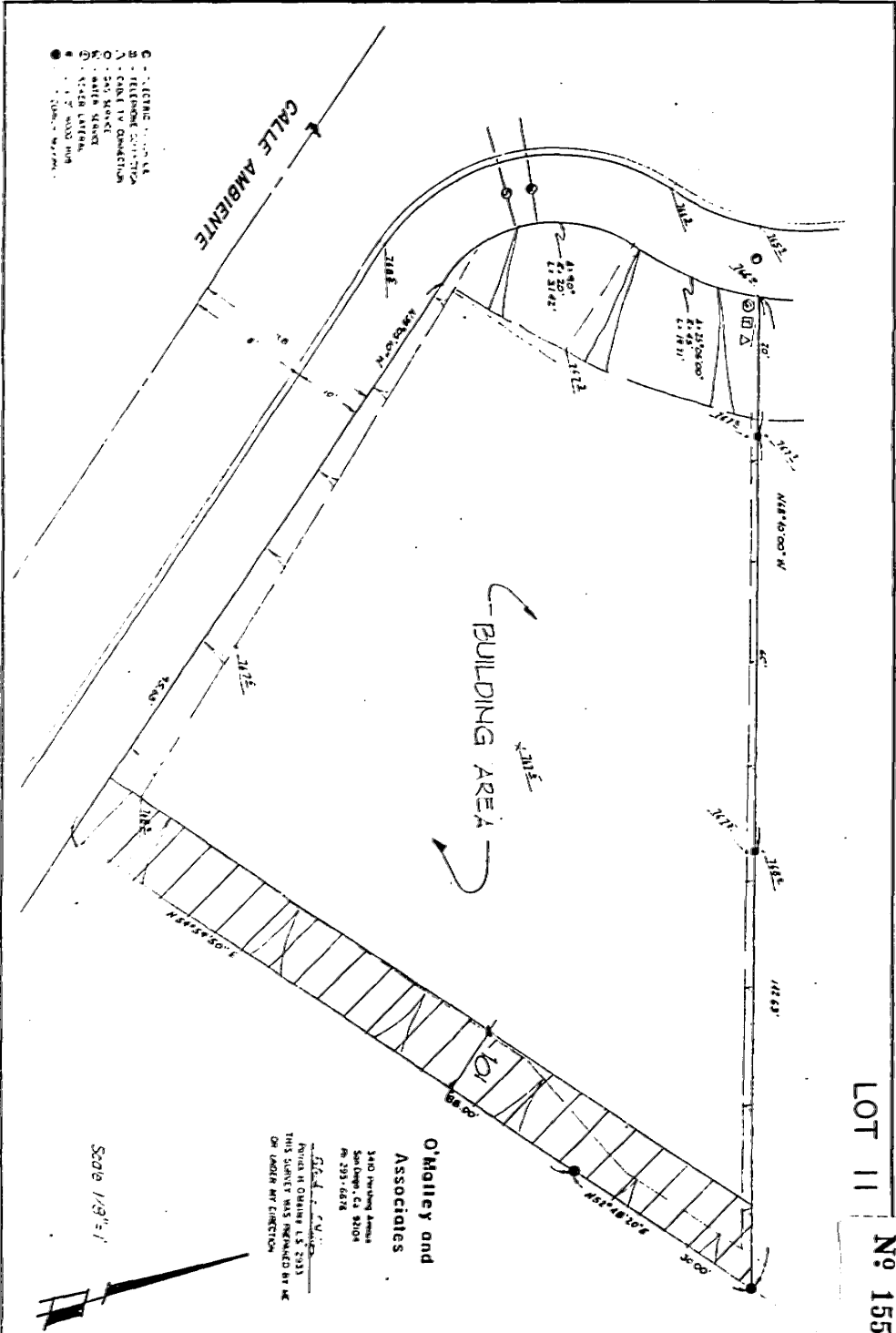
No. 155911

83-126

LEGEND

-  BUILDING
-  SETBACK AND LANDSCAPE HEIGHT LIMIT OF 3'-0" II
-  NEIGHBORHOOD ASSOCIATION EASEMENT
-  COMMUNITY PERIMETER WALL

XHIBIT A



15938

ARCHITECTURAL SURVEY OF BERNARDO HEIGHTS UNIT NO. 9 RESUB

LOT #

No 155911

Scale: 1/8"=1'

LEGEND



BUILDING
GETBACK AND
LANDSCAPE HEIGHT
LIMIT OF 3'.011



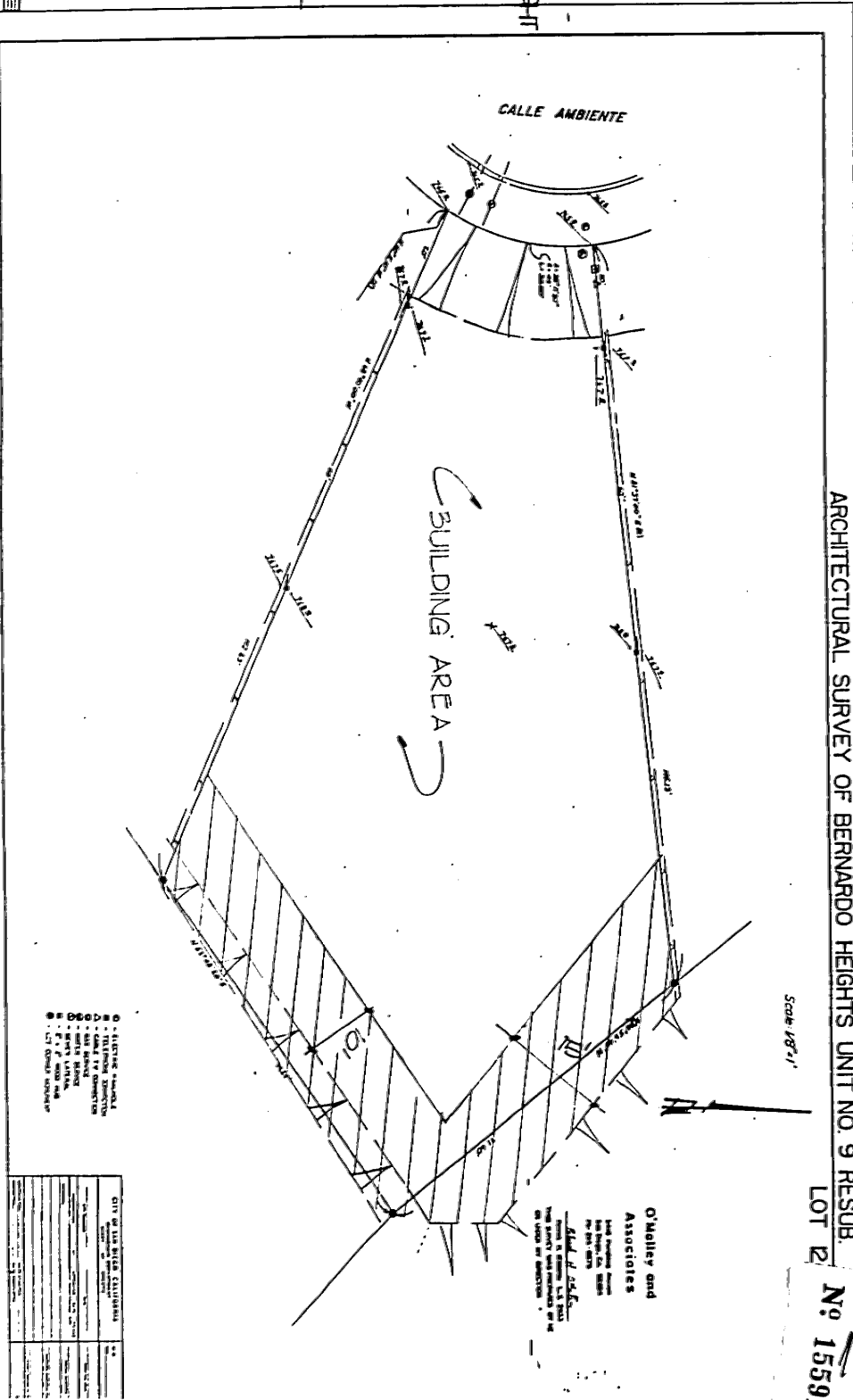
NEIGHBORHOOD
ASSOCIATION
EASEMENT

X X

COMMUNITY
PERIMETER
WALL

XHIBIT A

5 10 15 20 30'



- ALTERNATE PLACEMENT
- TELEPHONE CONNECTION
- CABLE TV CONNECTION
- WATER MAIN
- SLOPE INDICATOR
- LOT CORNER MONUMENT

CITY	DATE	BY	REVISION

O'Malley and Associates
 3000 Broadway, Suite 100
 San Diego, CA 92112
 Phone: (619) 551-1111
 Fax: (619) 551-1112
 This project was prepared by the architect under the direction of the architect.

926
83.
No 155911

1600

ARCHITECTURAL SURVEY OF BERNARDO HEIGHTS UNIT NO. 9 RESUB.

LOT 13

No 155911

26
83.





O'Malley and Associates

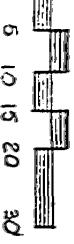
3410 Parling Avenue
San Diego, CA 92104
Ph 525-6676

REGISTERED PROFESSIONAL ARCHITECT
REGISTERED PROFESSIONAL LAND SURVEYOR
THIS SURVEY WAS PREPARED BY ME
OR UNDER MY DIRECTION

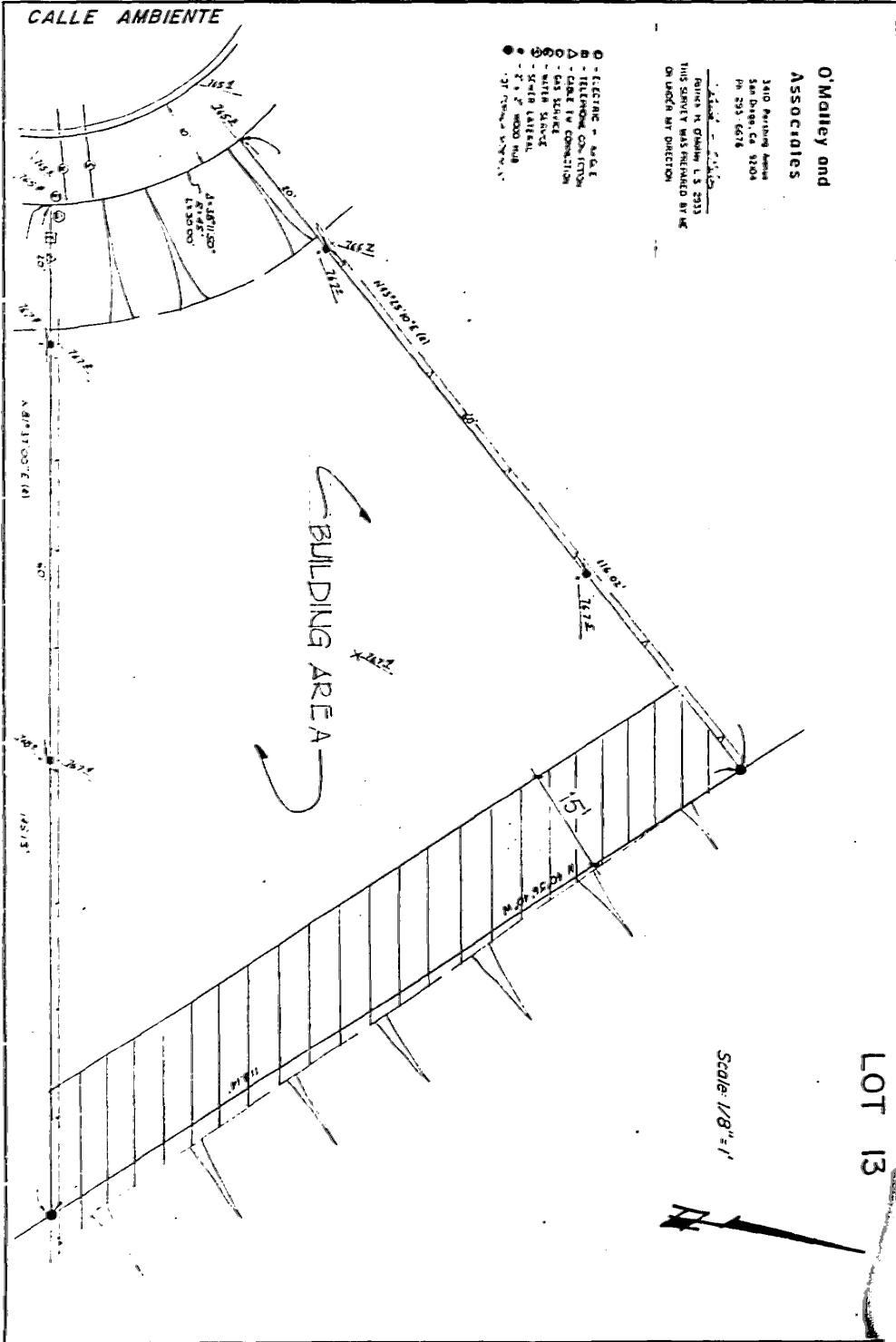
Scale: 1/8" = 1'

LEGEND

-  BUILDING
-  GETBACK AND LANDSCAPE HEIGHT LIMIT OF 31'-0"
-  NEIGHBORHOOD ASSOCIATION EASEMENT
-  COMMUNITY PERIMETER WALL



XHIBIT A



1692

ARCHITECTURAL SURVEY OF BERNARDO HEIGHTS UNIT NO. 9 RESUB.

No 155911
26
83-

LEGEND





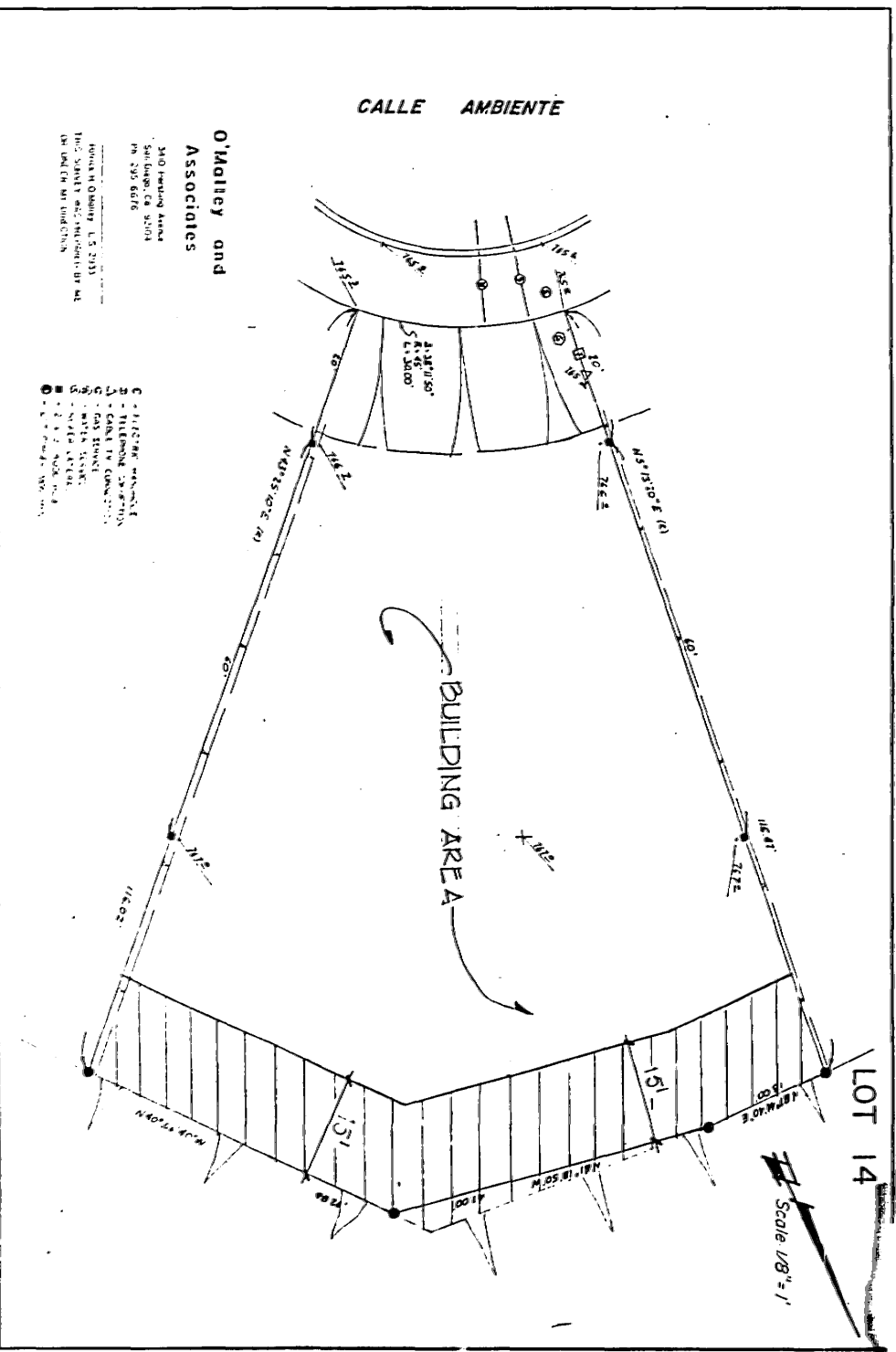
-  BUILDING
-  SETBACK AND LANDSCAPE HEIGHT LIMIT OF 3'-0"
-  NEIGHBORHOOD ASSOCIATION EASEMENT
-  COMMUNITY PERIMETER WALL

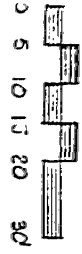
EXHIBIT A



O'Malley and Associates
 340 Harding Avenue
 San Diego, CA 92108
 Tel. 525 8510

Prepared in Compliance with U.S. GSA
 This Survey was prepared by me
 or under my direction

- C - CENTER POINT
- S - THEODOLITE STATION
- A - CORNER OF CONSTRUCTION
- G - GAS SERVICE
- W - WATER SERVICE
- E - EASEMENT
- X - COMMUNITY PERIMETER WALL



1604

ARCHITECTURAL SURVEY OF BERNARDO HEIGHTS UNIT NO. 9 RESUB.

LOT 15

83-
26
No. 155911

LEGEND




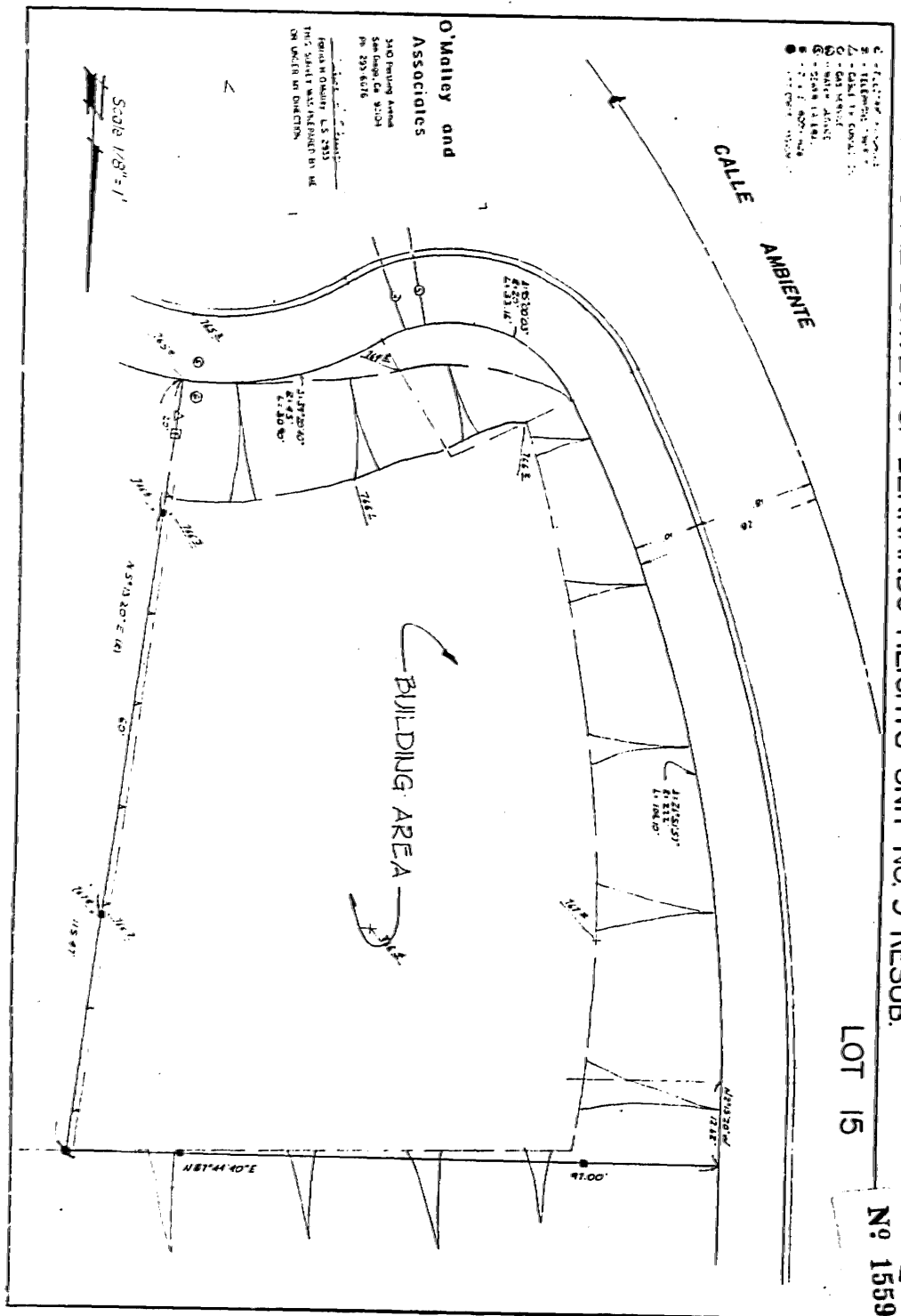
-  BUILDING SETBACK AND LANDSCAPE HEIGHT LIMIT OF 3'-011
-  NEIGHBORHOOD ASSOCIATION AGREEMENT
-  COMMUNITY PERIMETER WALL

EXHIBIT A

5 10 15 20 30'

1696

ARCHITECTURAL SURVEY OF BERNARDO HEIGHTS UNIT NO. 9 RESUB.

LOT 16

No 155911

983-26

LEGEND





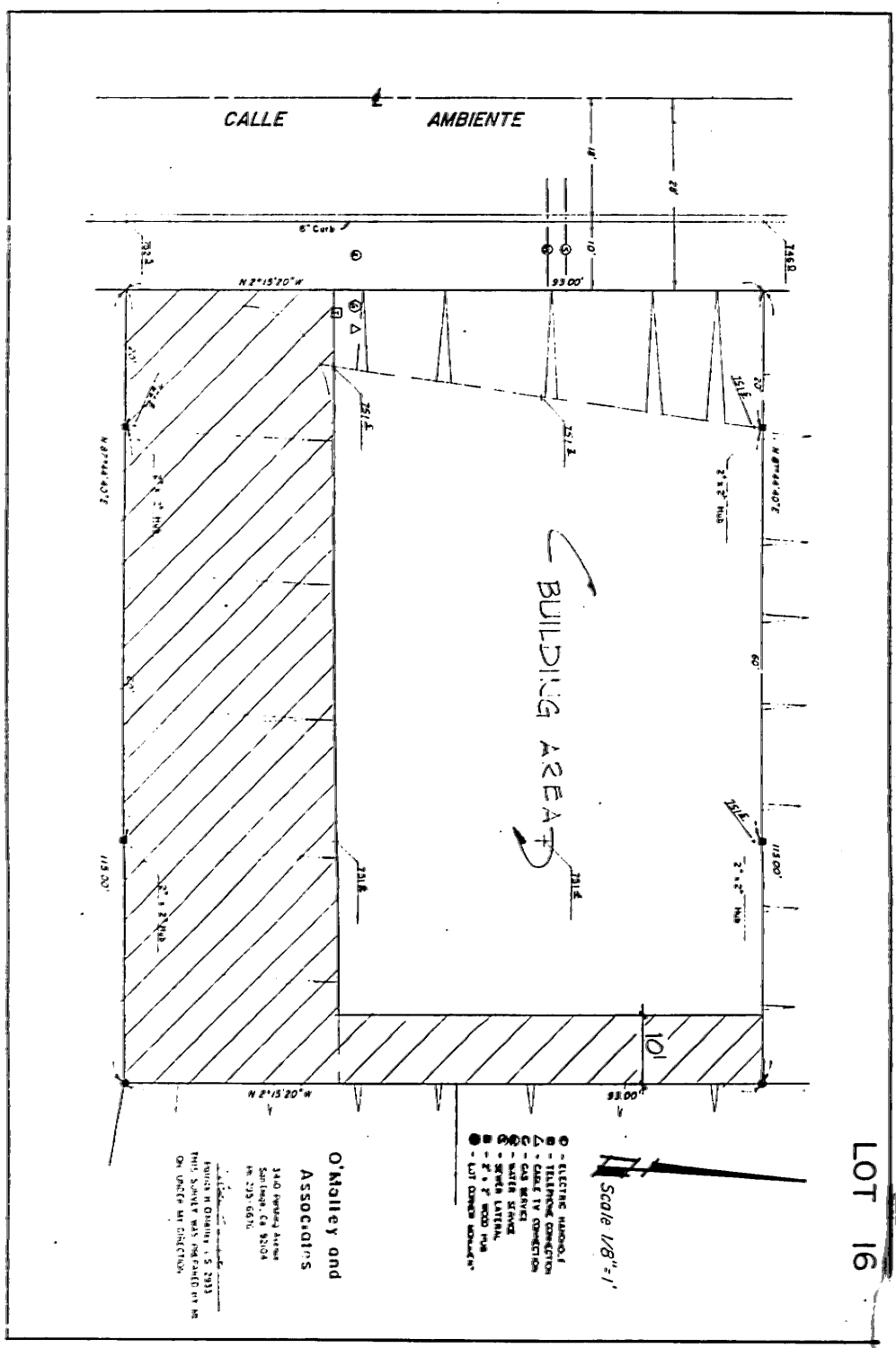
-  BUILDING
-  SETBACK AND LANDSCAPE HEIGHT LIMIT OF 3'-0"
-  NEIGHBORHOOD ASSOCIATION EASEMENT
-  COMMUNITY PERIMETER WALL

EXHIBIT A




1608

ARCHITECTURAL SURVEY OF BERNARDO HEIGHTS UNIT NO. 9 RESUB.

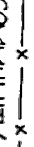
Nº 155911

26
83-

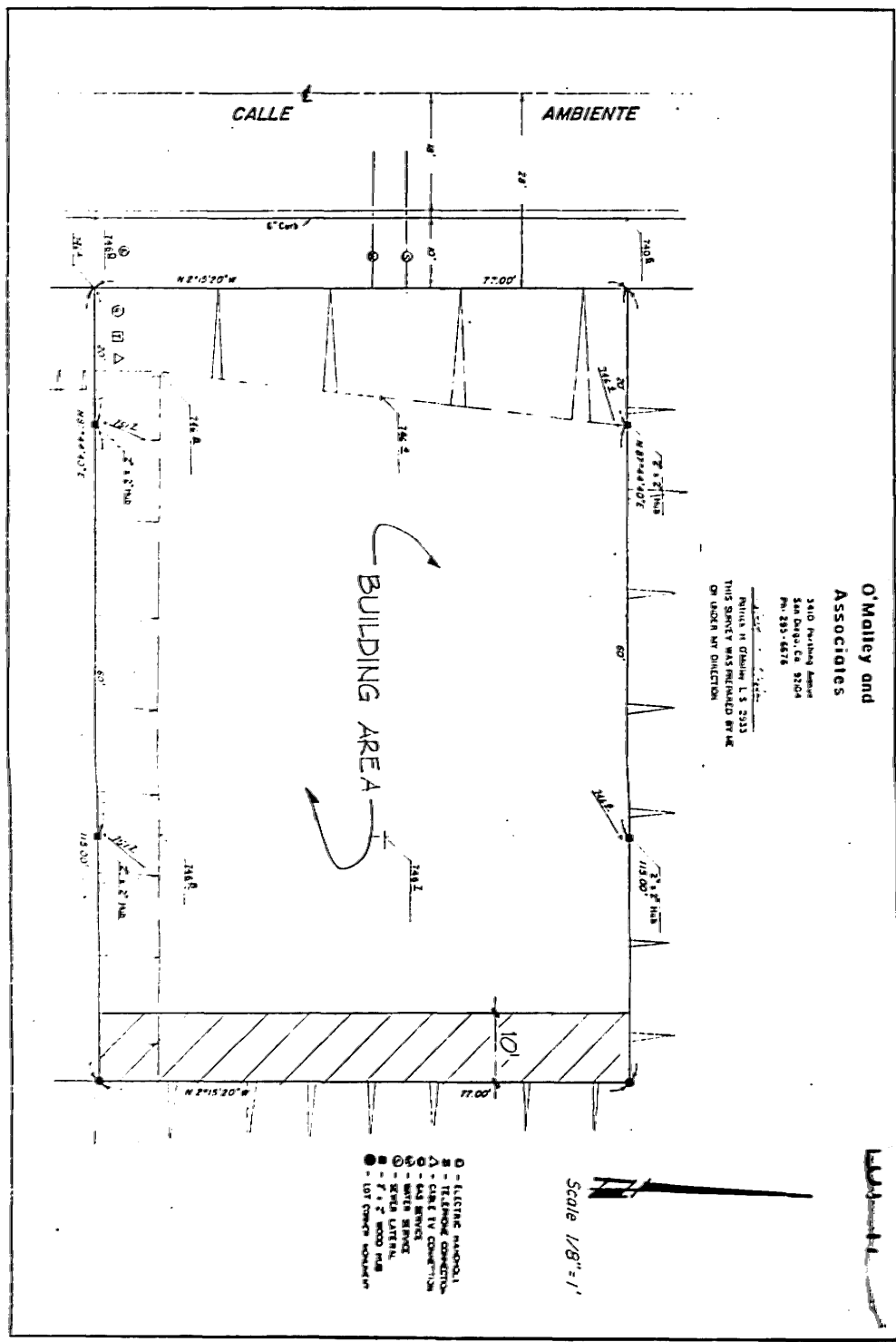
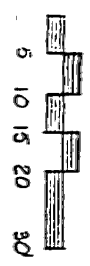
LEGEND

 BUILDING
SETBACK AND
LANDSCAPE HEIGHT
LIMIT OF 3'-0"

 NEIGHBORHOOD
ASSOCIATION
EASEMENT

 COMMUNITY
PERIMETER
WALL

XHIBIT A



O'Malley and
Associates
3410 Pavilion Avenue
San Diego, CA 92104
PH: 353-1878

DATE OF DRAWING: 11-1-2011
THIS SURVEY WAS PERFORMED WITH
ON WORK BY DIRECTOR

- - ELECTRIC HANDRAIL
- - TELEPHONE CONNECTION
- △ - CABLE TV CONNECTION
- - GAS SERVICE
- - WATER SERVICE
- - SEWER SERVICE
- - FIBER OPTIC
- - WOOD PILE
- - LOT CORNER MONUMENT

Scale 1/8" = 1'

1610

ARCHITECTURAL SURVEY OF BERNARDO HEIGHTS UNIT NO. 9 RESUB.

LOT 18

No 155911

26
83-

LEGEND





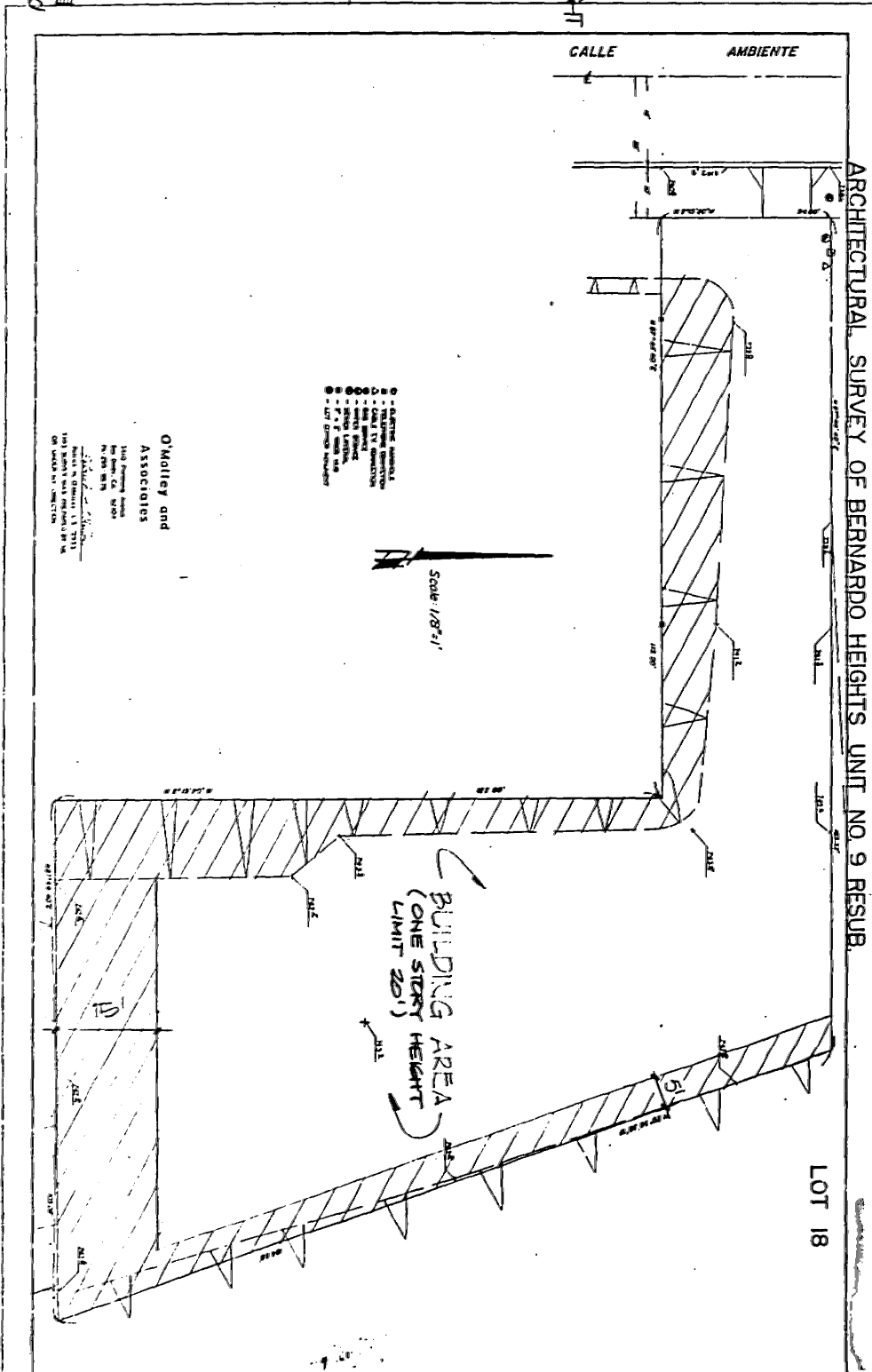
-  BUILDING
-  SETBACK AND LANDSCAPE HEIGHT LIMIT OF 3'-0"
-  NEIGHBORHOOD ASSOCIATION EASEMENT
-  COMMUNITY PERIMETER WALL

EXHIBIT A



- 1. EXISTING BUILDING
- 2. EXISTING SETBACK
- 3. EXISTING PERIMETER WALL
- 4. EXISTING EASEMENT
- 5. EXISTING LOT
- 6. EXISTING DRIVE
- 7. EXISTING DRIVE
- 8. EXISTING DRIVE

O'Malley and Associates

1414 Avenida de las Americas
 San Diego, CA 92108
 619-591-1111
 1983 RIGHTS RESERVED BY THE
 ARCHITECTS

Scale 1/8"=1'

BUILDING AREA
(ONE STORY HEIGHT
LIMIT 20')

1612




ARCHITECTURAL SURVEY OF BERNARDO HEIGHTS UNIT NO. 9 RESUB.

LOT 19

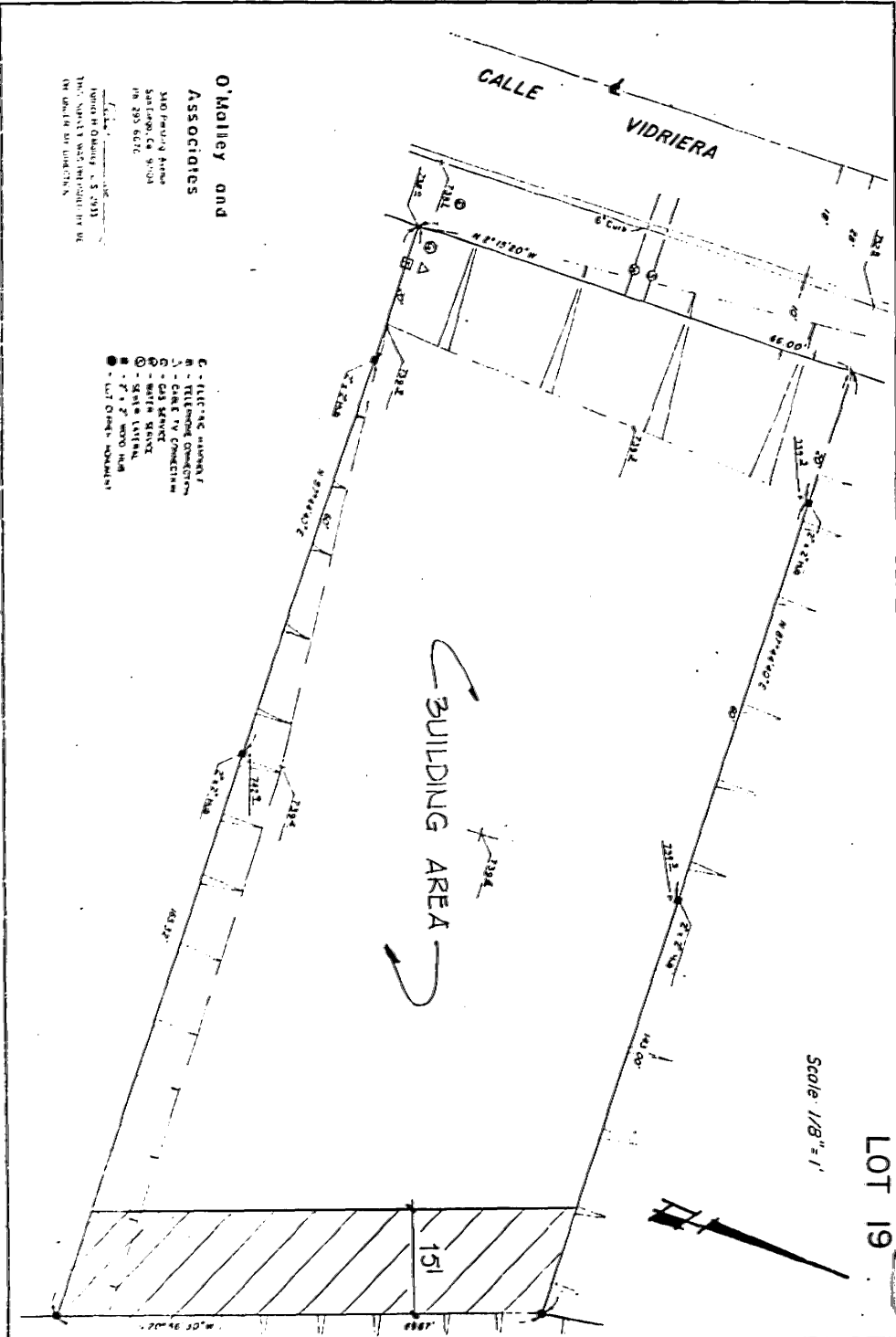
No 15591

26 83-

LEGEND

-  BUILDING SETBACK AND LANDSCAPE HEIGHT LIMIT OF 31.011
-  NEIGHBORHOOD ASSOCIATION EASEMENT
-  COMMUNITY PERIMETER WALL

XHIBIT A



O'Malley and Associates
 340 Fencing Area
 340 Fencing Area
 340 Fencing Area
 340 Fencing Area
 340 Fencing Area

C - TELEPHONE SERVICE
 R - TELEPHONE CONNECTION
 G - CABLE TV CONNECTION
 S - GAS SERVICE
 W - WATER SERVICE
 E - 7' x 7' WOOD WALL
 X - LOT CORNER MARKERS

Survey by O'Malley & Associates, S.D. 1983
 THIS SURVEY WAS PREPARED BY ME
 OR UNDER MY SUPERVISION

1614

ARCHITECTURAL SURVEY OF BERNARDO HEIGHTS UNIT NO. 9 RESUB.

LOT 20

No 155911

26
83.

LEGEND





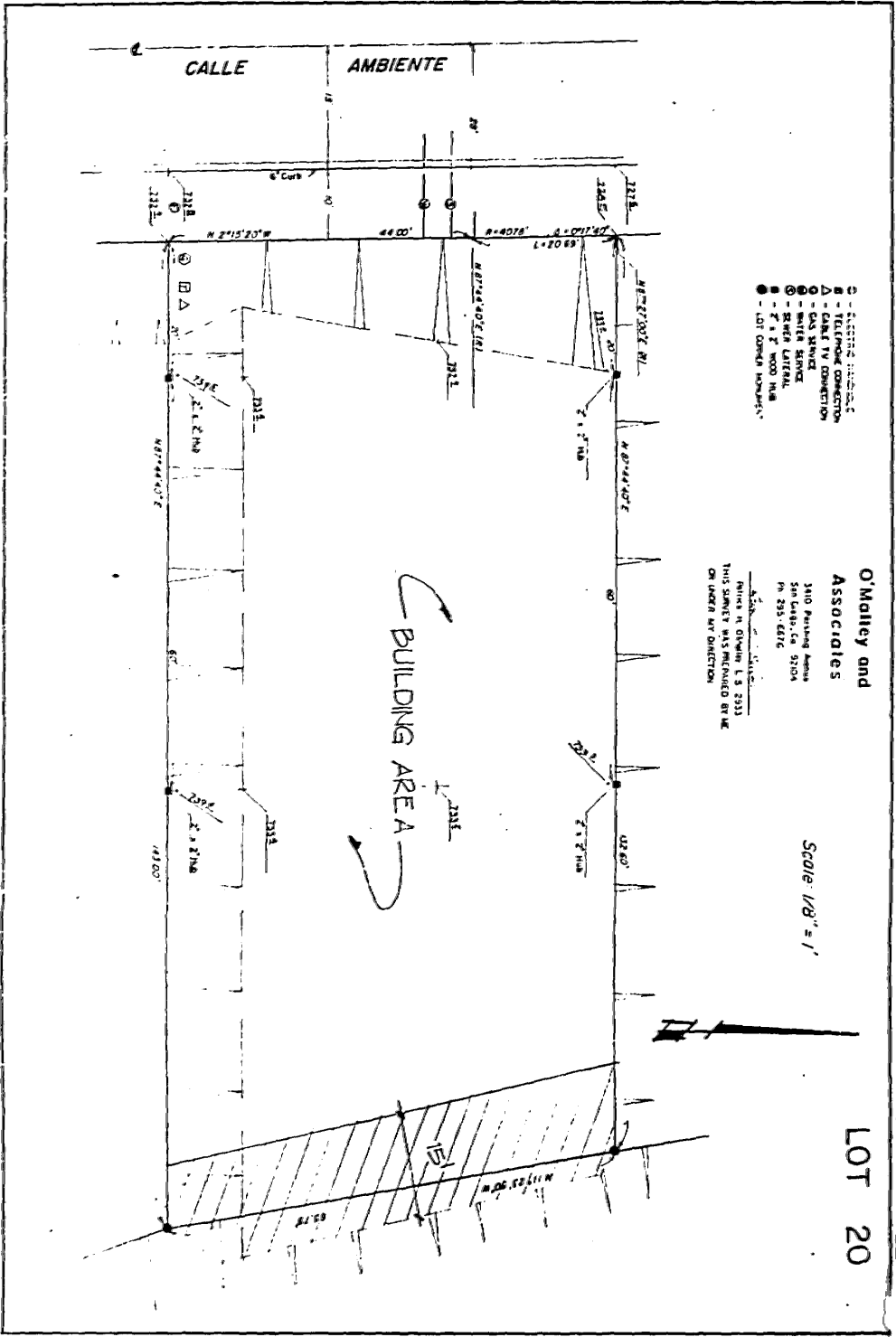
-  BUILDING
-  GETBACK AND LANDSCAPE HEIGHT UNIT OF 3'-0"
-  NEIGHBORHOOD ASSOCIATION EASEMENT
-  COMMUNITY PERIMETER WALL

EXHIBIT A



- - EXISTING SUBJECT
- △ - TYPICAL CORNER
- △ - GATE TV CONNECTION
- - GAS SERVICE
- - WATER SERVICE
- - RIVER LATERAL
- - 2" x 2" WOOD NAIL
- - LOT CORNER MONUMENT

O'Malley and Associates
 1410 Parkway Avenue
 San Diego, CA 92104
 PL 253 6476

Scale: 1/8" = 1'




Drawn by: [Name]
 THIS SURVEY WAS PREPARED BY ME
 ON [Date] BY DIRECTION

1616

ARCHITECTURAL SURVEY OF BERNARDO HEIGHTS UNIT NO. 9 RESUB.

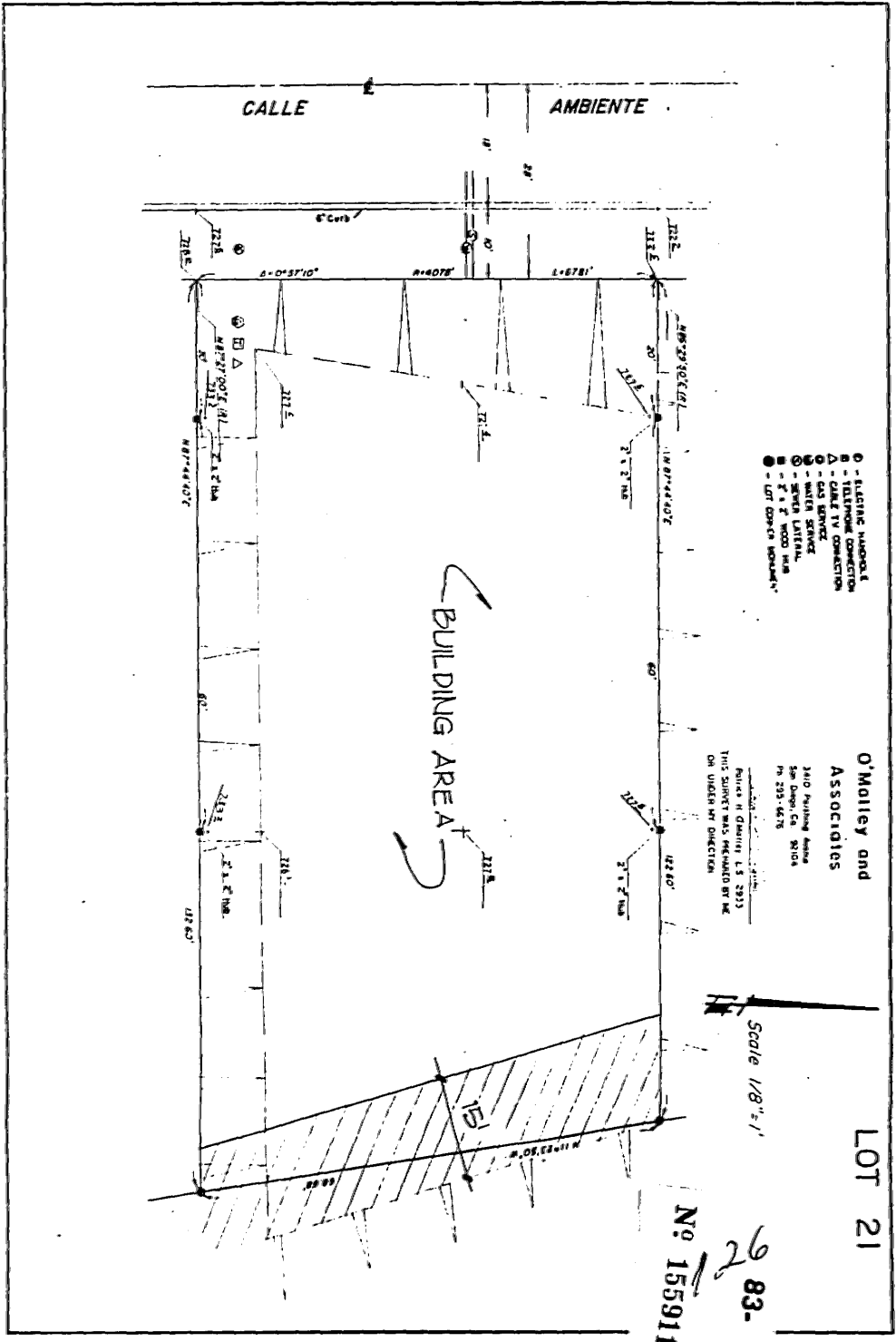
1617

LEGEND

-  BUILDING SETBACK AND LANDSCAPE HEIGHT UNIT OF 3'-0"
-  NEIGHBORHOOD ASSOCIATION EASEMENT
-  COMMUNITY PERIMETER WALL

XHIBIT A

0 5 10 15 20 30'



- - ELECTRIC MASTHEAD
- - TELEPHONE CONNECTION
- △ - CABLE TV
- - WATER SERVICE
- ⊙ - SEWER LATERAL
- - 2" x 2" WOOD SIGN
- ⊗ - LOT CORNER MONUMENT

O'Malley and Associates

1410 Pulping Lane
San Diego, CA 92104
PH 232-6278

Placed in Drawing L.S. 2933
THIS SURVEY WAS PREPARED BY ME
OR UNDER MY DIRECTION

Scale 1/8" = 1'

LOT 21

No 155911

26 83.

1618

ARCHITECTURAL SURVEY OF BERNARDO HEIGHTS UNIT NO. 9 RESUB.





LOT 22

1619

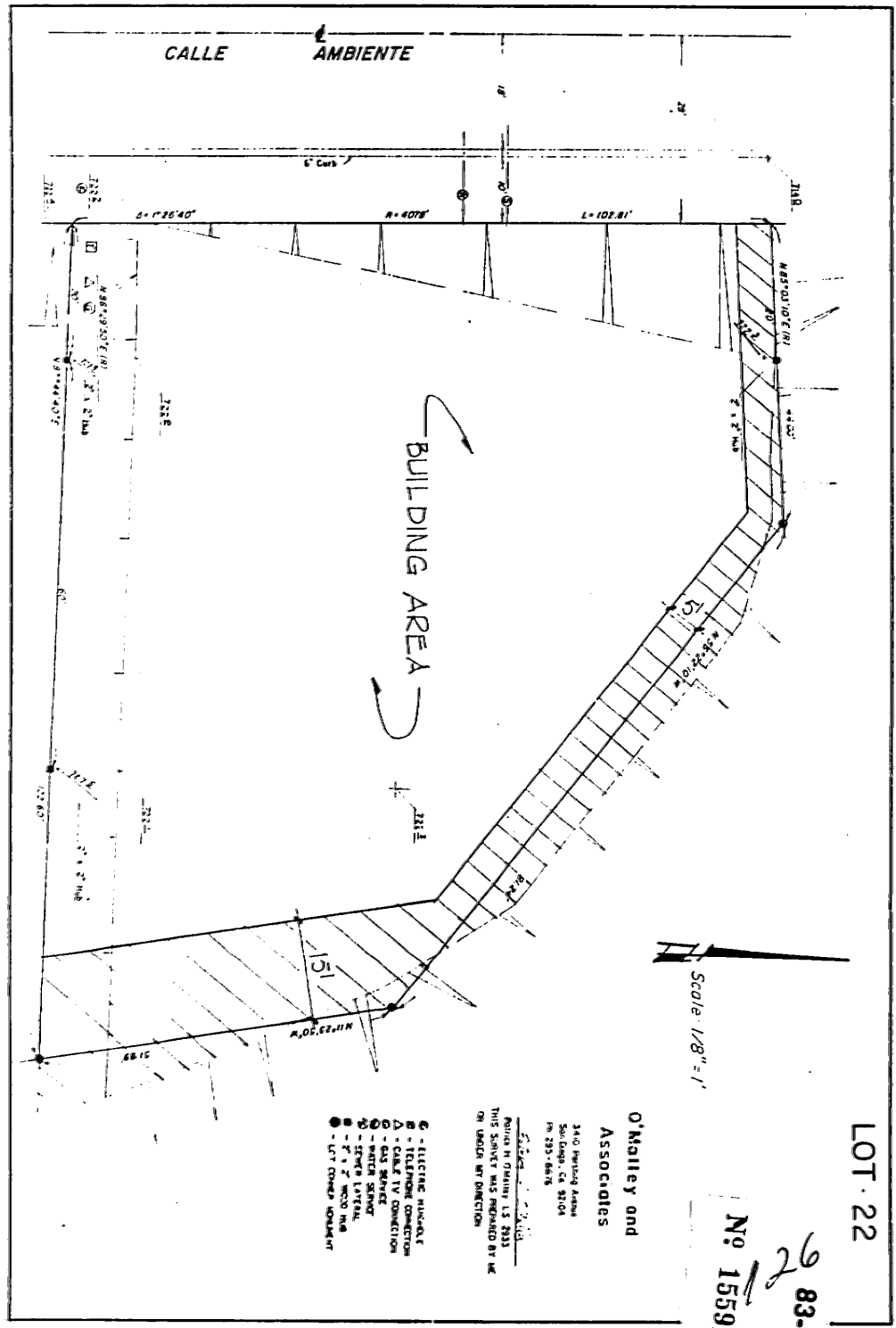
No 155911

26 83-

LEGEND

-  BUILDING
-  SETBACK AND LANDSCAPE HEIGHT LIMIT OF 3'-0"
-  NEIGHBORHOOD ASSOCIATION EASEMENT
-  COMMUNITY PERIMETER WALL

XHIBIT A



Scale 1/8" = 1'

O'Malley and Associates

3410 Pershing Avenue San Diego, CA 92104

PLANNED BY: O'Malley and Associates DATE: 12-23-83 THIS SURVEY WAS PREPARED BY ME OR UNDER MY DIRECTION.

- - ELECTRIC METER
- - TELEPHONE CONNECTION
- △ - CABLE TV CONNECTION
- - GAS SERVICE
- - WATER SERVICE
- - SEWER SERVICE
- - STREET LIGHT
- - WOOD PILE
- - UTILITY CONNECTION

1620

ARCHITECTURAL SURVEY OF BERARDO HEIGHTS UNIT NO. 9 RESUB.

1621

LOT 24

83-

No. 155911

Scale 1/8" = 1'

O'Malley and Associates

3410 Parkland Avenue
San Diego, CA 92104
Ph 293-6676

Prepared by O'Malley and Associates
1105 S. Market Street, Suite 2015
San Diego, CA 92101
ON LARCH BY DIRECTION

LEGEND




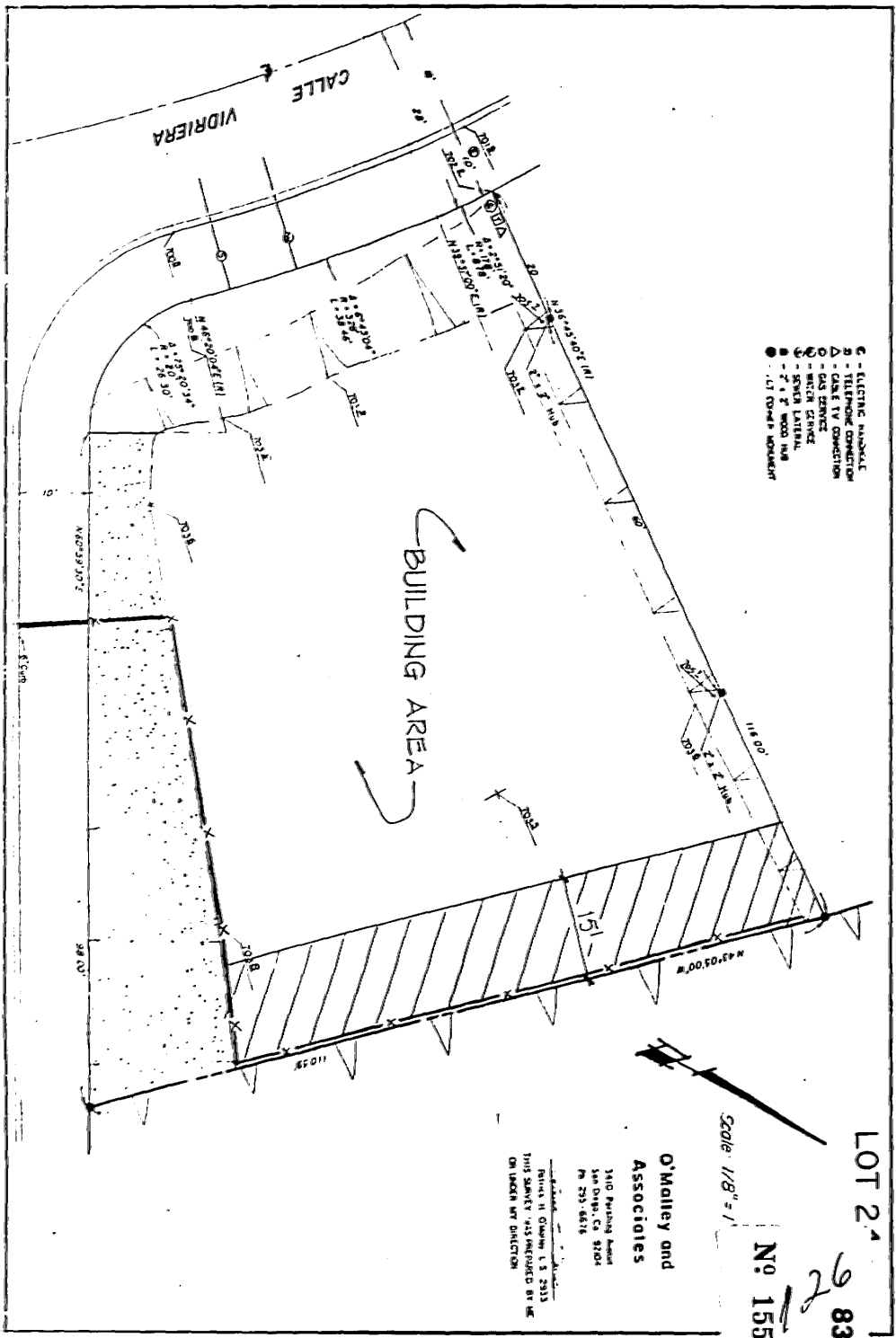
-  BUILDING SETBACK AND LANDSCAPE HEIGHT LIMIT OF 3'-0"
-  NEIGHBORHOOD ASSOCIATION EASEMENT
-  COMMUNITY PERIMETER WALL

EXHIBIT A



1623

ARCHITECTURAL SURVEY OF BERNARDO HEIGHTS UNIT NO. 9 RESUB.

O'Moileg and Associates

2940 Frieling Lane
San Diego, CA 92104
PH 231-6676

Project No. 040111-15 2033
THIS SURVEY WAS PREPARED BY ME
OR UNDER MY DIRECTION

- - ELECTRIC HANDS
- △ - TELEPHONE CONNECTION
- ▽ - CABLE TV CONNECTION
- - MAIL BOX
- - WIRE SERVICE
- - SEWER LATERAL
- - 2" x 2" WOOD NAIL
- - 1" OPEN HOUSING

Scale 1/8" = 1'

LOT 25

1623

No 155911

26 83.

LEGEND




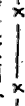
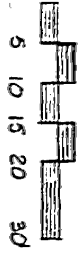
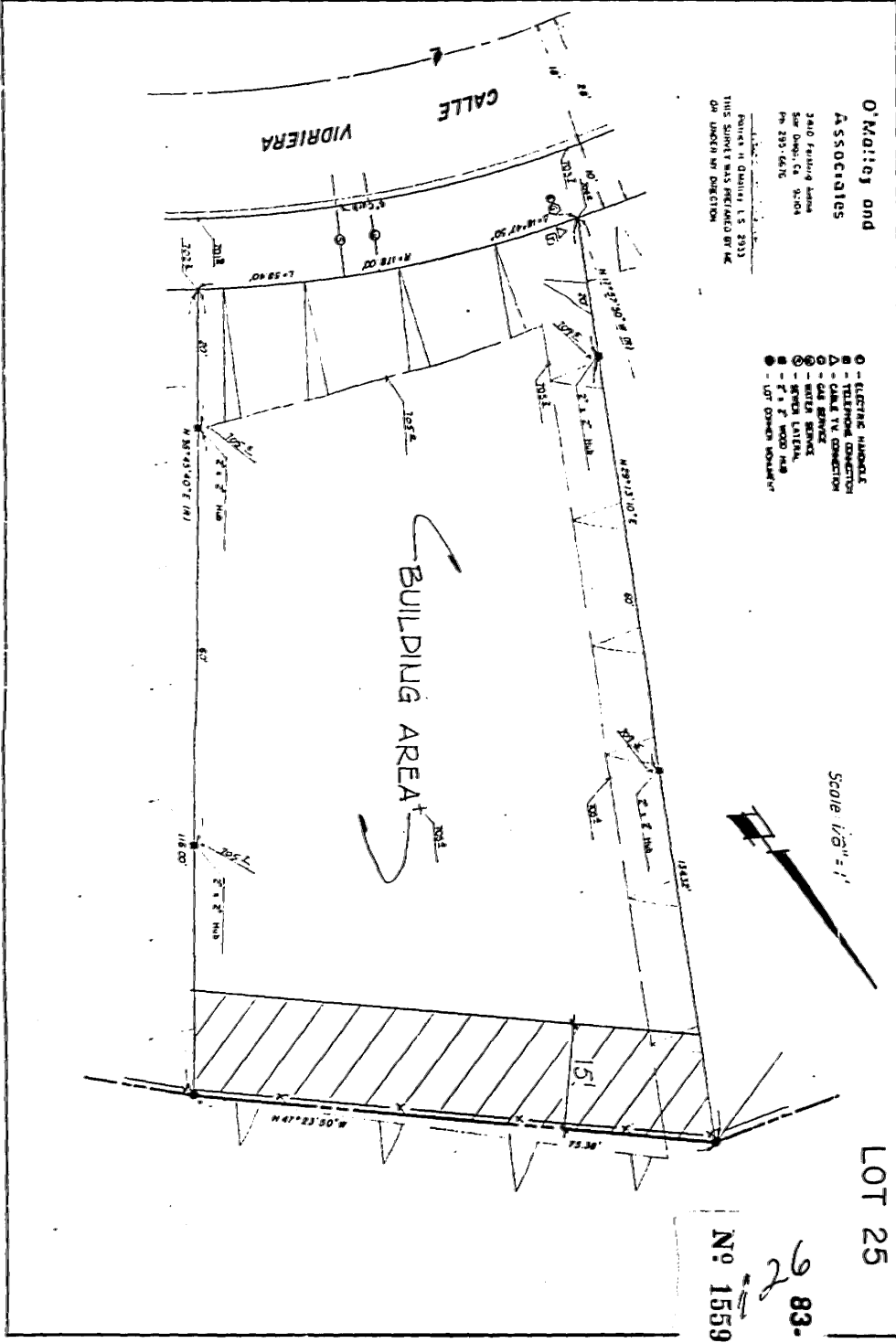
-  BUILDING
-  BACKS AND LANDSCAPE HEIGHT LIMIT OF 3'-0"
-  NEIGHBORHOOD ASSOCIATION EASEMENT
-  COMMUNITY PERIMETER WALL

EXHIBIT A



5 10 15 20 30



16921

ARCHITECTURAL SURVEY OF BERNARDO HEIGHTS UNIT NO. 9 RESUB.

LOT 26

16925

LEGEND





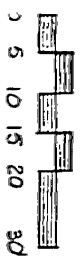
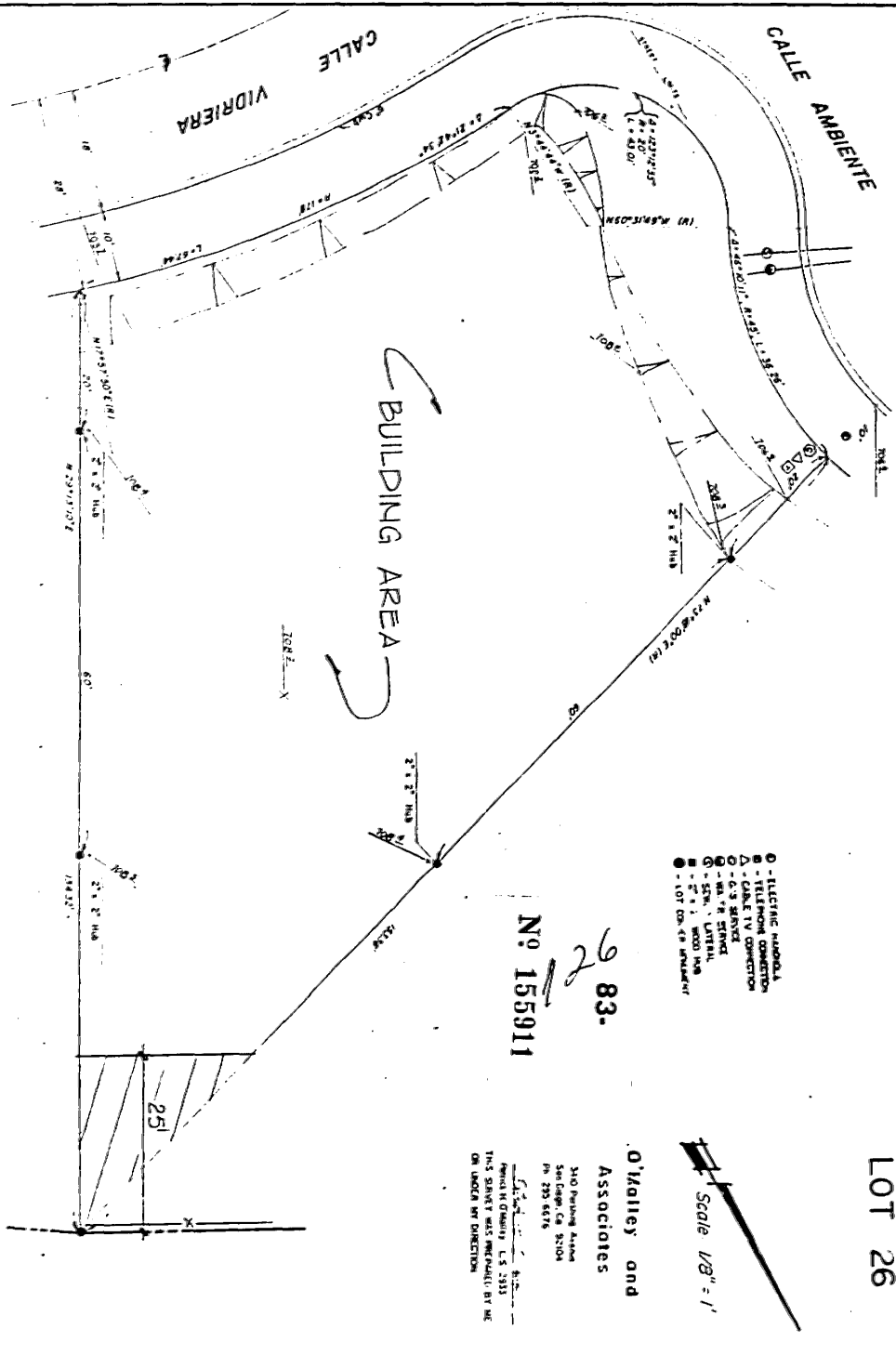
-  BUILDINGS
-  BACK AND LAUNDRAGE HEIGHT LIMIT OF 31'011
-  NEIGHBORHOOD ASSOCIATION EASEMENT
-  COMMUNITY PERIMETER WALL

EXHIBIT A



1626

ARCHITECTURAL SURVEY OF BERNARDO HEIGHTS UNIT NO. 9 RESUB.

1627

LOT 27

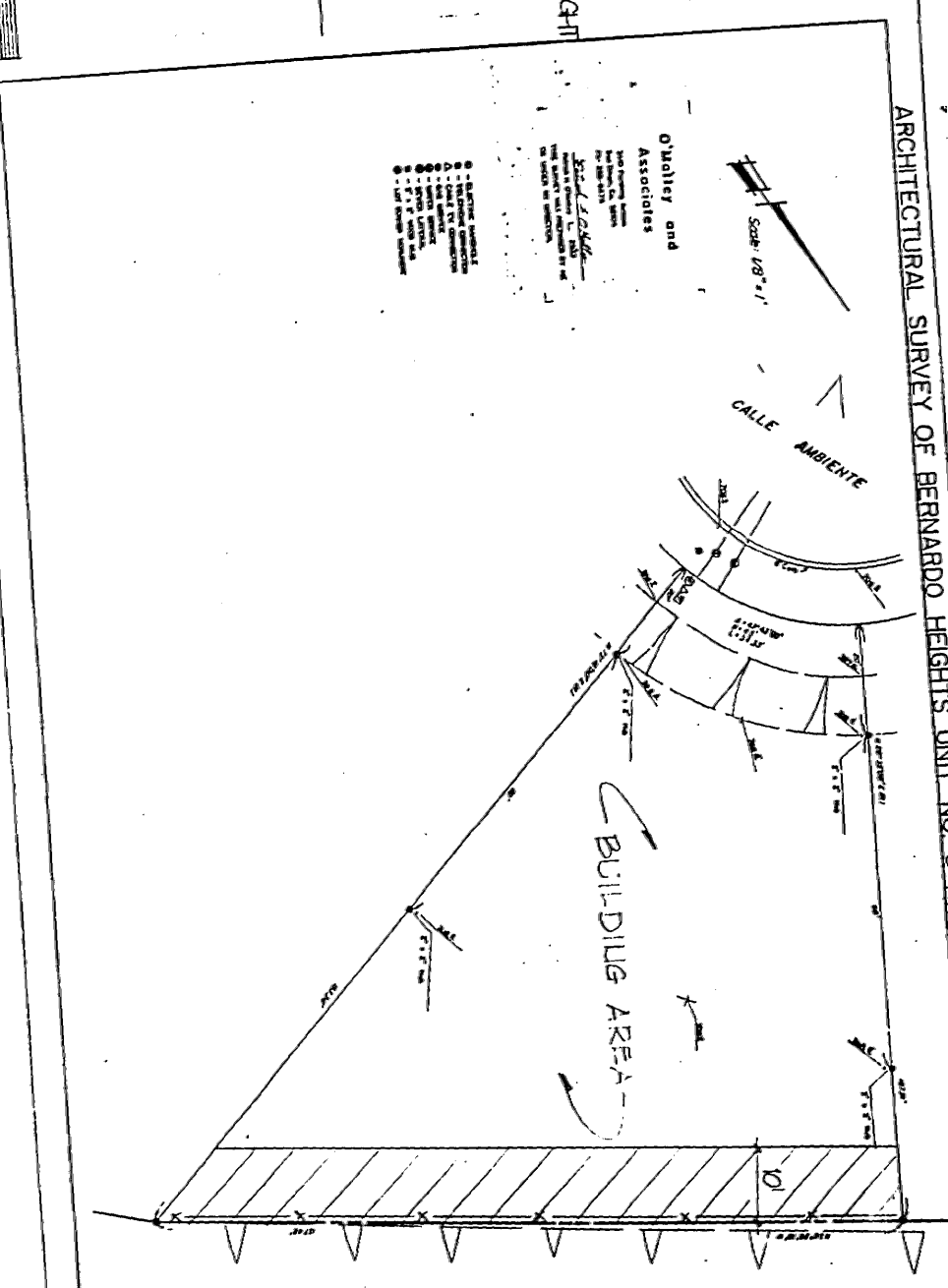
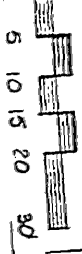
Nº 155911

26 83.

LEGEND

- BUILDING
- SETBACK AND LANDSCAPE HEIGHT LIMIT OF 3'-0"
- NEIGHBORHOOD ASSOCIATION
- EQUIPMENT
- COMMUNITY PERIMETER WALL

EXHIBIT A



CITY OF SAN DIEGO	
PLAT NO. 155911	
APPROVED FOR RECORDING	DATE

4630
1638

ARCHITECTURAL SURVEY OF BERNARDO HEIGHTS UNIT NO. 9 RESUB.

1639

LOT 28

No 155911

83-

26

LEGEND




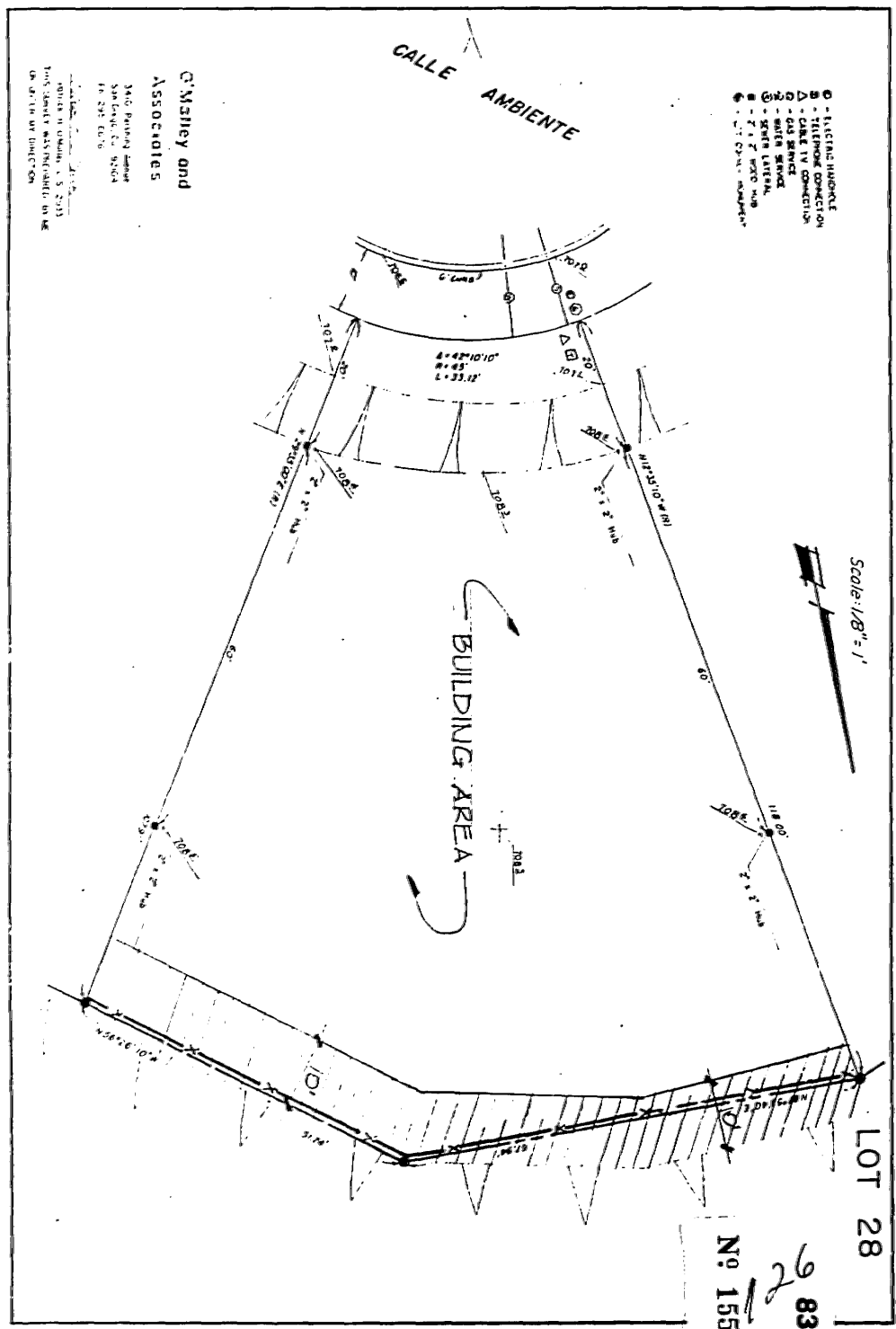
-  BUILDING SETBACK AND LANDSCAPE HEIGHT LIMIT OF 3'-0"
-  NEIGHBORHOOD ASSOCIATION EASEMENT
-  COMMUNITY PERIMETER WALL

EXHIBIT A

0 5 10 15 20 30'

- ⊙ - ELECTRIC MIDDLE
- ⊙ - TELEPHONE CONNECTION
- △ - CABLE TV CONNECTION
- - GAS SERVICE
- ⊖ - WATER SERVICE
- ⊕ - SEWER LATERAL
- ⊖ - 2" F. WOOD MAN
- ⊖ - 4" F. CEMENT MASONRY



G. Masley and Associates

3410 Pruning Avenue
San Diego, CA 92104
44 295 6076

THIS SURVEY WAS MADE BY G. MASLEY AND ASSOCIATES, INC. ON 07/14/83 AT THE OFFICE OF THE SURVEYOR.

1630

ARCHITECTURAL SURVEY OF BERNARDO HEIGHTS UNIT NO. 9 RESUB.

1631

LEGEND




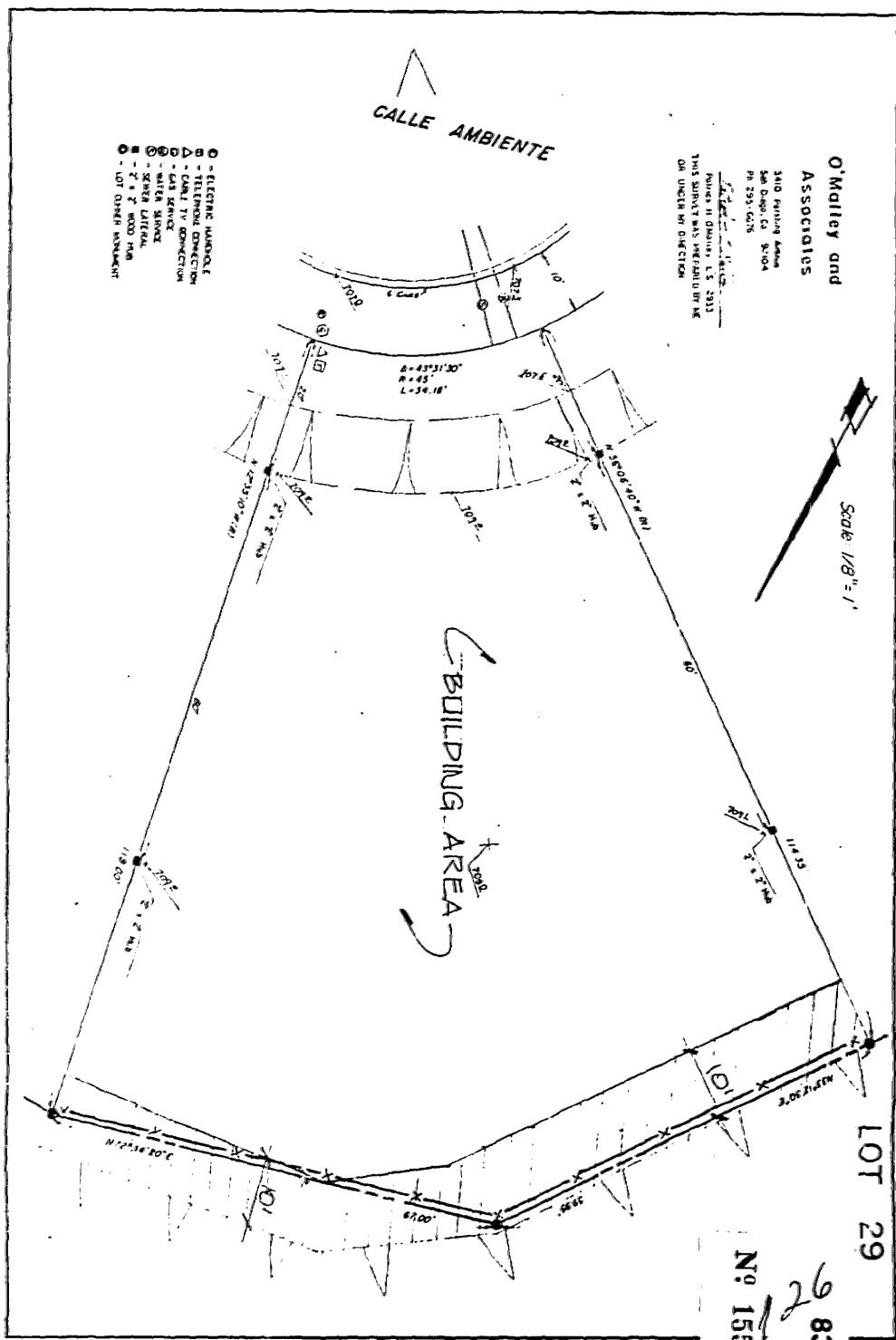
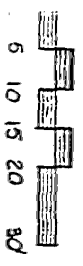
-  BUILDING SETBACK AND LANDSCAPE HEIGHT LIMIT OF 3.011
-  NEIGHBORHOOD ASSOCIATION EASEMENT
-  COMMUNITY PERIMETER WALL

EXHIBIT A



1632

ARCHITECTURAL SURVEY OF BERNARDO HEIGHTS UNIT NO. 9 RESUB.

1633

LOT 30

LEGEND




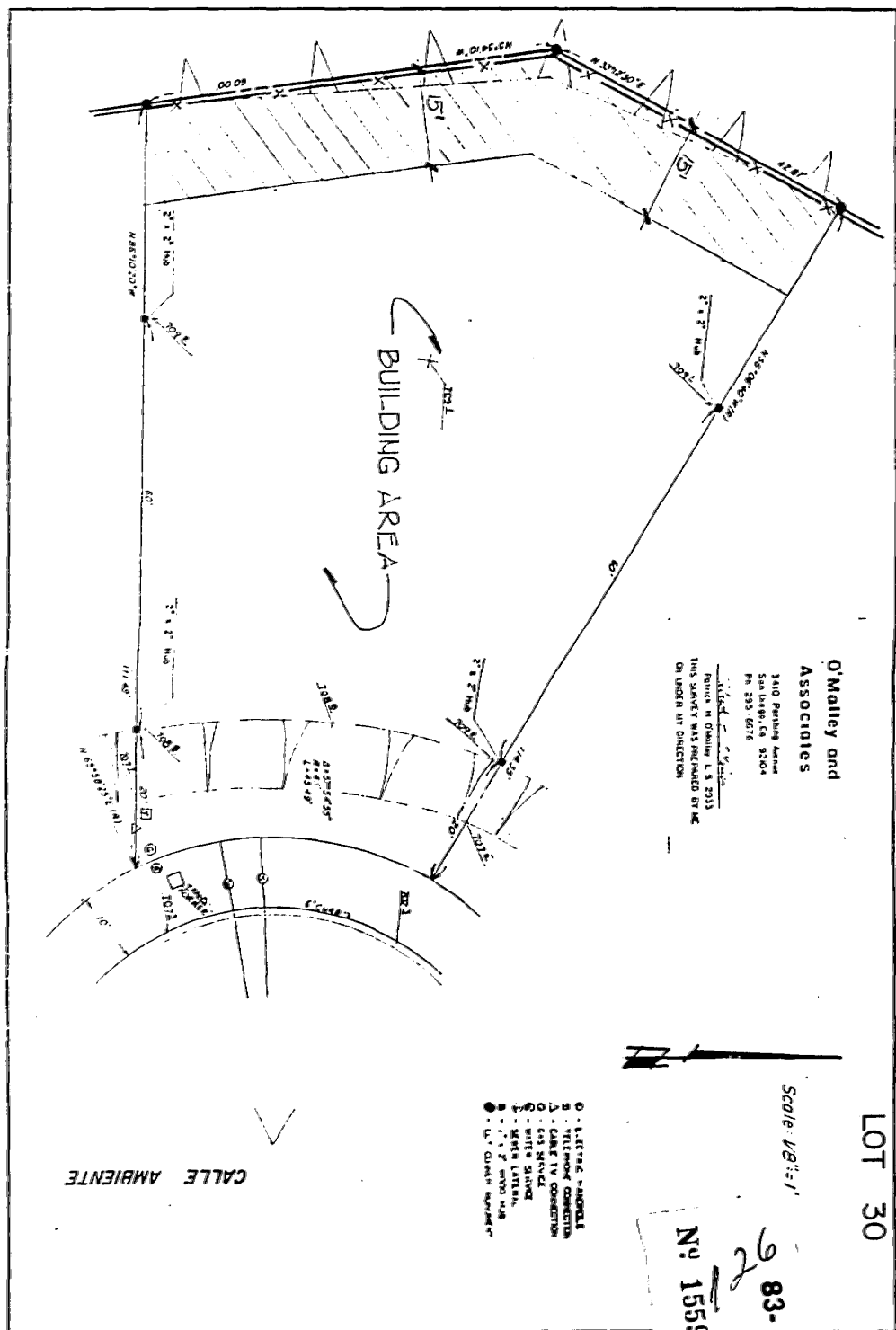
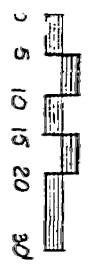
-  BUILDING SETBACK AND LANDSCAPE HEIGHT LIMIT OF 3'-0"
-  NEIGHBORHOOD ASSOCIATION EASEMENT
-  COMMUNITY PERIMETER WALL

EXHIBIT A



O'Malley and
Associates
1410 Parking Avenue
San Diego, CA 92104
PH 619-595-8078

Surveyed on 1/8/2013
THIS SURVEY WAS PERFORMED BY ME
ON UNDER MY DIRECTION

Scale: 1/8" = 1'

- 0 - LITTLE MARKETS
- 1 - TYPHOON CORNER
- 2 - CAFE TV CORNER
- 3 - C/S SERVICE
- 4 - W/TS SERVICE
- 5 - W/TS SERVICE
- 6 - W/TS SERVICE
- 7 - W/TS SERVICE
- 8 - W/TS SERVICE
- 9 - W/TS SERVICE

983-
155911

1631

ARCHITECTURAL SURVEY OF BERNARDO HEIGHTS UNIT NO. 9 RESUB.

1635

LOT 31

LEGEND




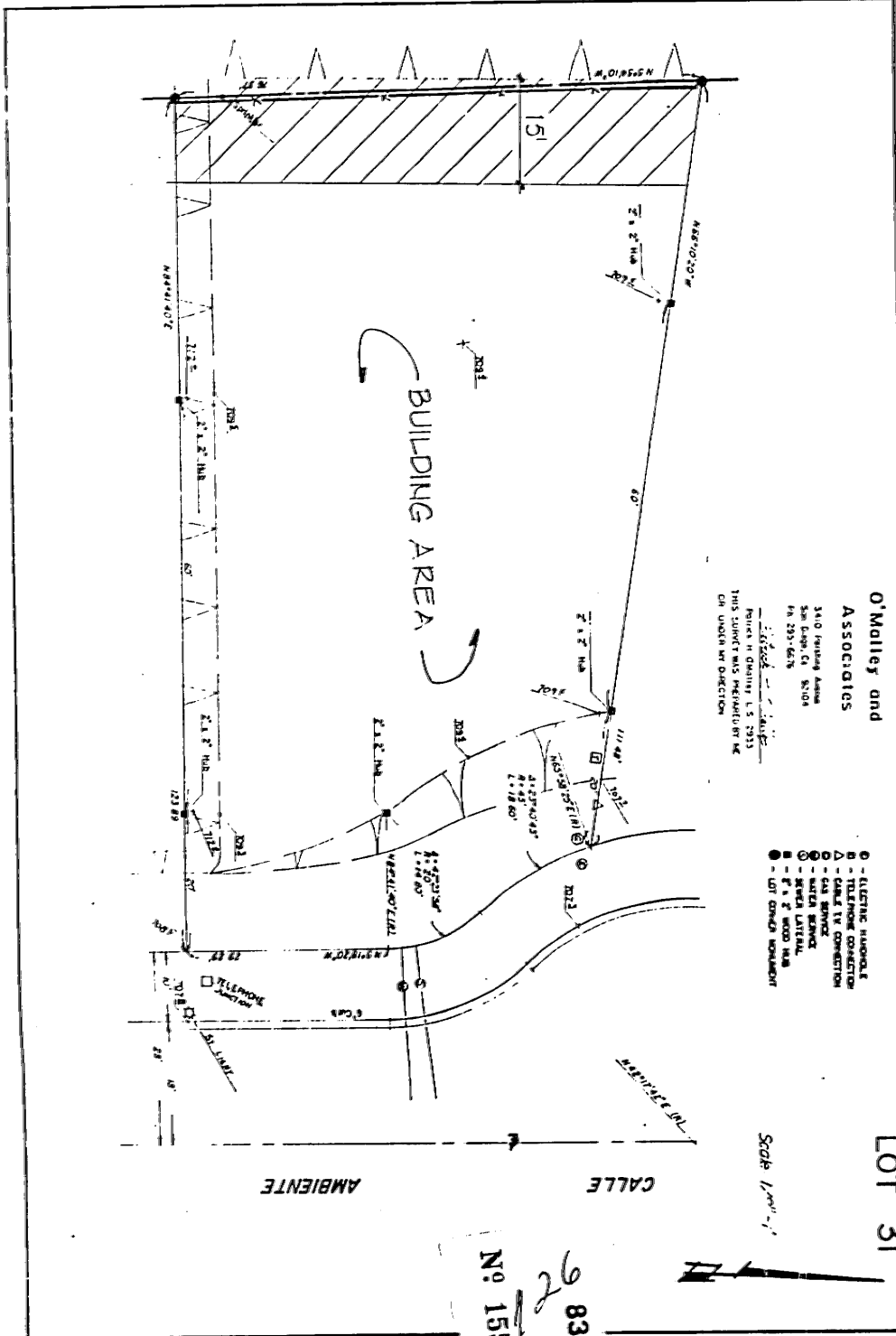
-  BUILDING
-  NEIGHBORHOOD ASSOCIATION EASEMENT
-  COMMUNITY PERIMETER WALL



EXHIBIT A



O'Malley and
ASSOCIATES
3410 Fairway Avenue
San Diego, CA 92104
PH 235-6675

Prepared by: [Signature]
Project: H. O'Malley, L.S. 2933
THIS SURVEY WAS PERFORMED BY ME
OR UNDER MY DIRECTION.

- ⊙ - ELECTRIC HANDHOLE
- ⊠ - TELEPHONE CONNECTION
- ⊡ - CABLE TV CONNECTION
- ⊙ - GAS SERVICE
- ⊙ - GAS SERVICE
- ⊙ - SEWER LATERAL
- ⊙ - 2" x 2" WOOD NAIL
- ⊙ - LOT CORNER MONUMENT

Scale 1/8" = 1'

92-83-
No 155911

1636

ARCHITECTURAL SURVEY OF BERNARDO HEIGHTS UNIT NO. 9 RESUB.

1637

O'Malley and Associates

1410 Irving Avenue
San Diego, CA
92106


Project Number: L.S. 2033
This survey was prepared by me
on under my direction

- - ELECTRIC MOUNT
- △ - TELEPHONE CONNECTION
- ▽ - CABLE TV CONNECTION
- - GAS SERVICE
- - WATER SERVICE
- - WATER LATERAL
- - 2" x 2" WOOD HUB
- - LOT OR "X" MONUMENT

LOT 32

Scale: 1/8" = 1'

LEGEND

 BUILDING
GETBACK AND
LANDSCAPE HEIGHT
LIMIT OF 31-011

 NEIGHBORHOOD
ASSOCIATION
EASEMENT


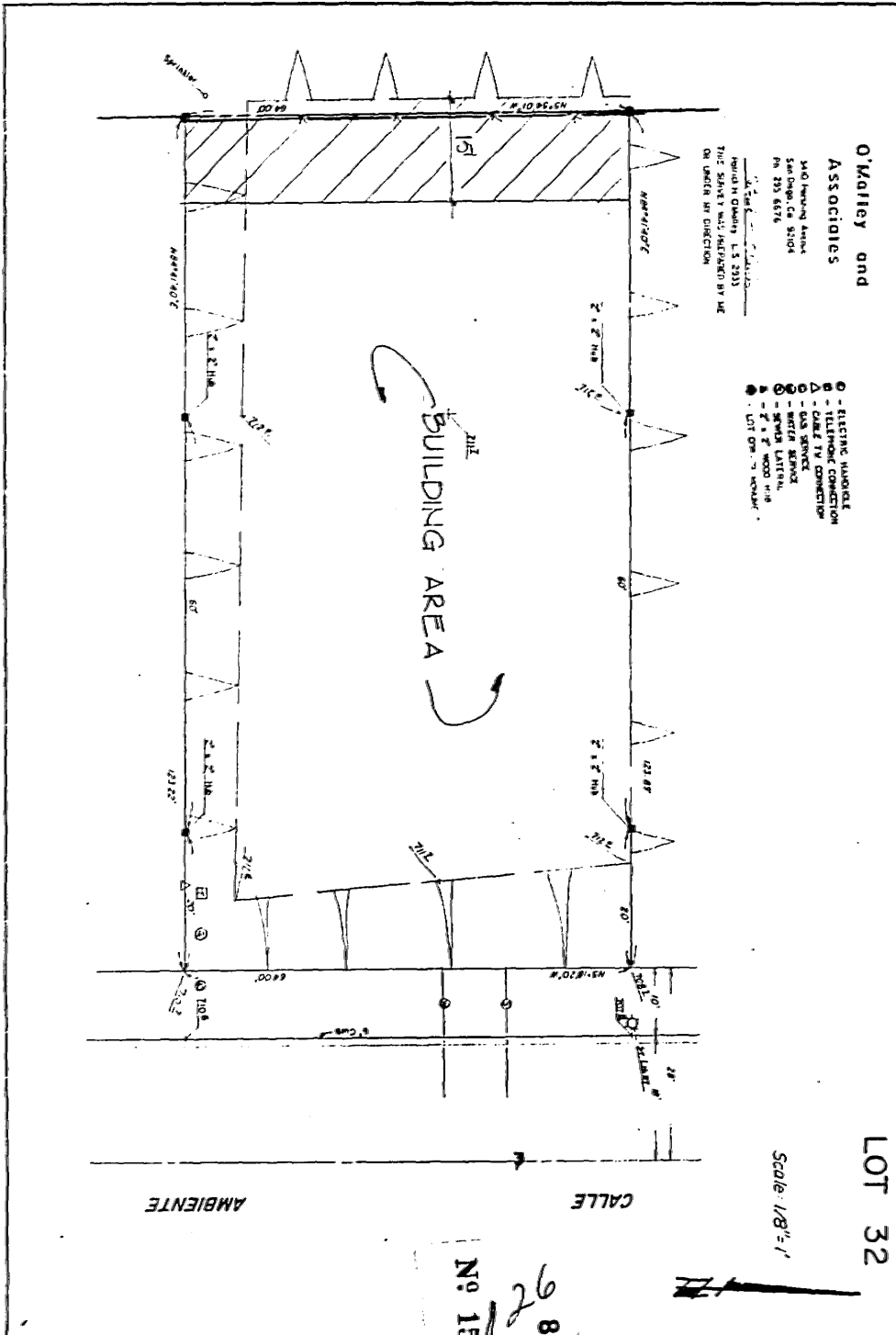
 COMMUNITY
PERIMETER
WALL

EXHIBIT A


5 10 15 20 30'



983-
No 155911

1638

ARCHITECTURAL SURVEY OF BERNARDO HEIGHTS UNIT NO. 9 RESUB

LOT 33

1639

LEGEND




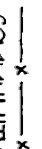
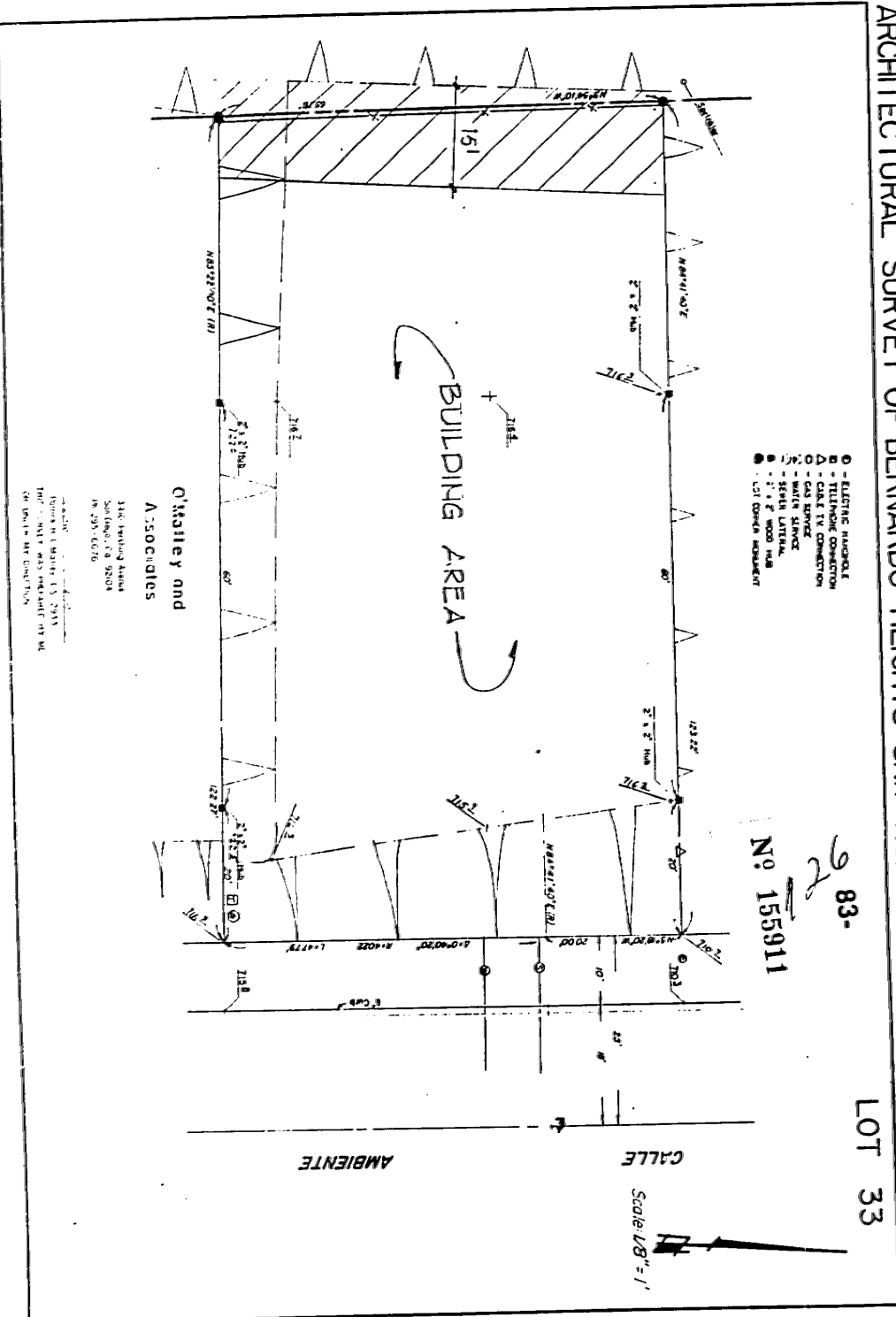
-  BUILDING
-  GETBACK AND LANDSCAPE HEIGHT LIMIT OF 31.011
-  NEIGHBORHOOD ASSOCIATION EASEMENT
-  COMMUNITY PERIMETER WALL

EXHIBIT A



- - ELECTRIC HANDHOLE
- - TELEPHONE CONNECTION
- △ - CABLE TV CONNECTION
- ◇ - GAS SERVICE
- - WATER SERVICE
- - SEWER LATERAL
- - 2" x 2" WOOD NAIL
- - 1" x 1" WOOD NAIL
- - 1" x 1" WOOD NAIL

O'Malley and
Associates
3416 Harding Avenue
San Diego, CA 92104
PH: 295-6676

PROJECT: ARCHITECTURAL SURVEY
DATE: FEBRUARY 15, 1983
THIS DRAWING WAS PREPARED BY ME
OR UNDER MY SUPERVISION







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ARCHITECTURAL SURVEY OF BERNARDO HEIGHTS UNIT NO. 9 RESUB.

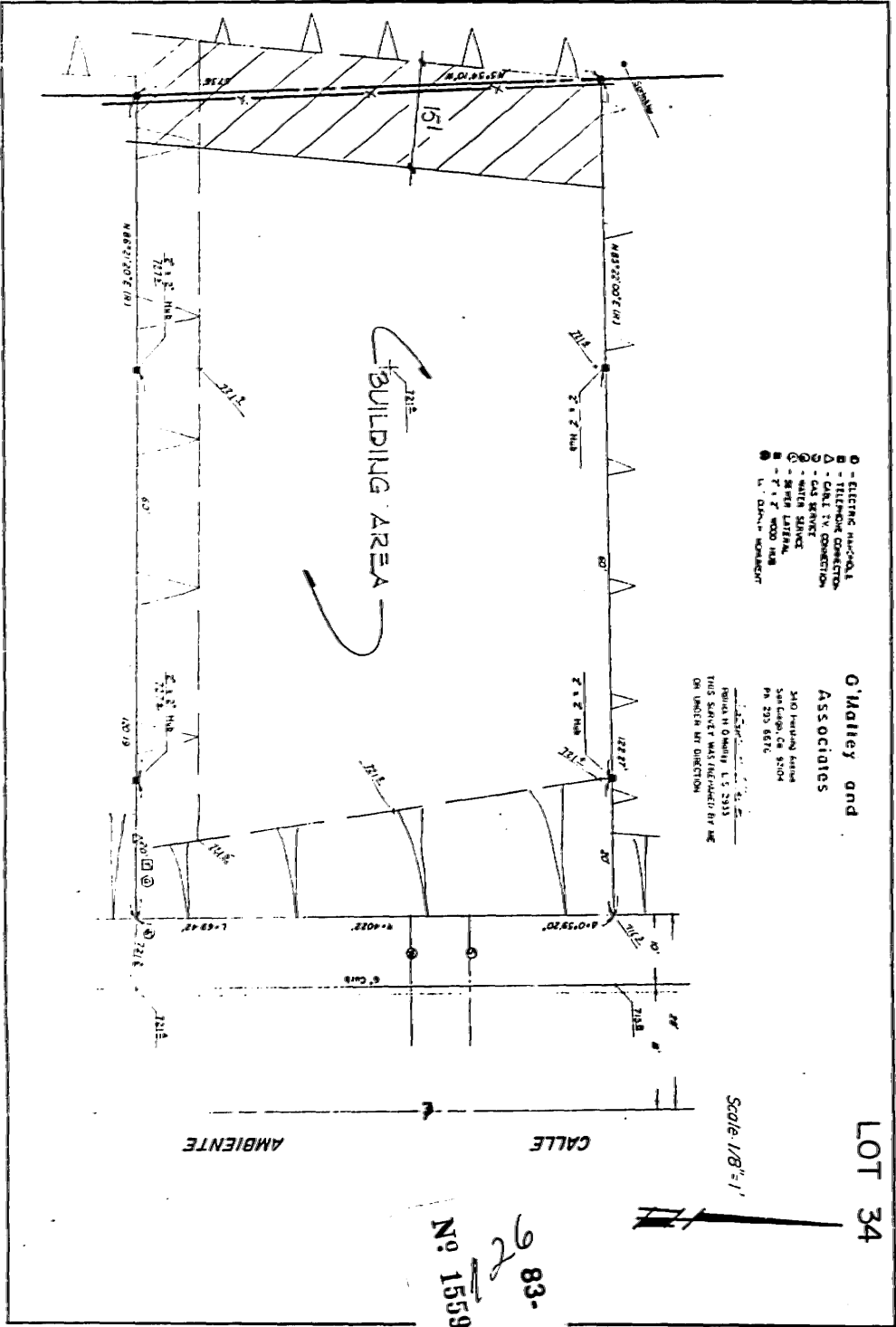
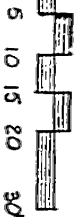
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






LOT 34

LEGEND

-  BUILDING
-  GETBACK AND LANDSCAPE HEIGHT LIMIT OF 31.011
-  NEIGHBORHOOD ASSOCIATION AGREEMENT
-  COMMUNITY PERIMETER WALL

XHIBIT A



-  - ELECTRIC MISC. L.
-  - TELEPHONE CONNECTION
-  - CABLE TV CONNECTION
-  - GAS SERVICE
-  - WATER SERVICE
-  - FIRE LATERAL
-  - 4" WOOD MAIN
-  - 6" DUCT IRON MAIN

O'Malley and
ASSOCIATES

340 Irving Avenue
San Diego, CA 92104
PH 235 6676

REUBEN O'MALLEY, L.S. 2933
THIS SURVEY WAS FIELD-CHECKED BY ME
ON UNCLERK BY DIRECTION

Scale: 1/8" = 1'

83-
92
No. 155911

1643

ARCHITECTURAL SURVEY OF BERNARDO HEIGHTS UNIT NO. 9 RESUB.

1643

LOT 35

Scale 1/8" = 1'

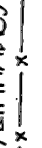
LEGEND



BUILDING
SETBACK AND
LANDSCAPE HEIGHT
LIMIT OF 3'-0"

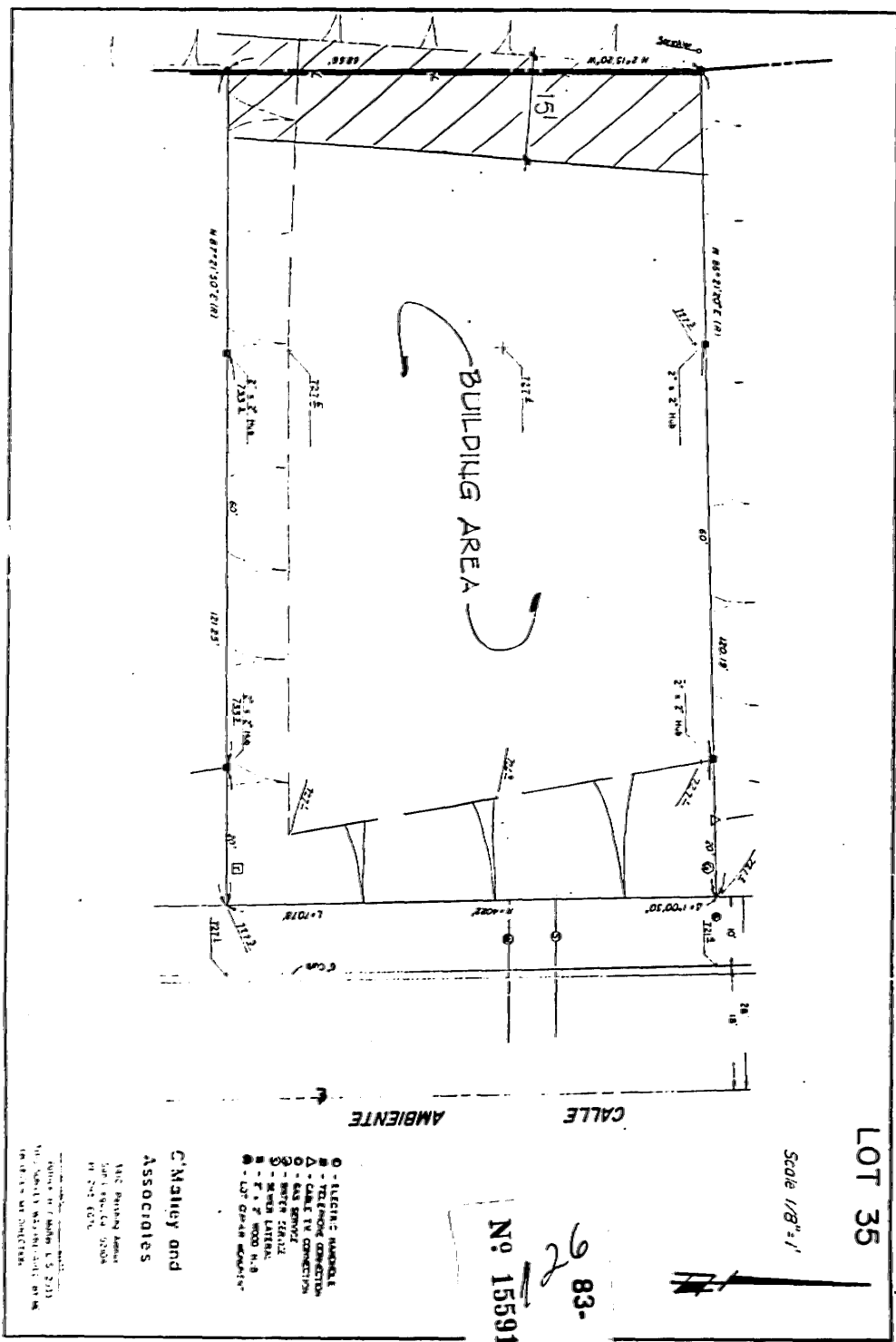
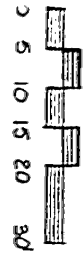


NEIGHBORHOOD
ASSOCIATION
EASEMENT



COMMUNITY
PERIMETER
WALL

EXHIBIT A



26
83-

No 155911

- - UTILITY MARKER
- - TREE
- △ - CABLE TV CONNECTION
- - GAS SERVICE
- - WATER SERVICE
- - SEWER SERVICE
- - 2" x 2" WOOD N.B.
- - 4" x 4" WOOD MARKER

C'Malley and
Associates
3412 Camino del Rio South
San Diego, CA 92108
Tel: 354-5050
Fax: 354-5051

Survey of Lot 35, Unit No. 9, Subdivision No. 9, Bernardo Heights, San Diego, California
Prepared by: C'Malley and Associates
Date: 10/15/83

1644

ARCHITECTURAL SURVEY OF BERNARDO HEIGHTS UNIT NO. 9 RESUB.

1645

LOT 36

Scale 1/8" = 1'

LEGEND





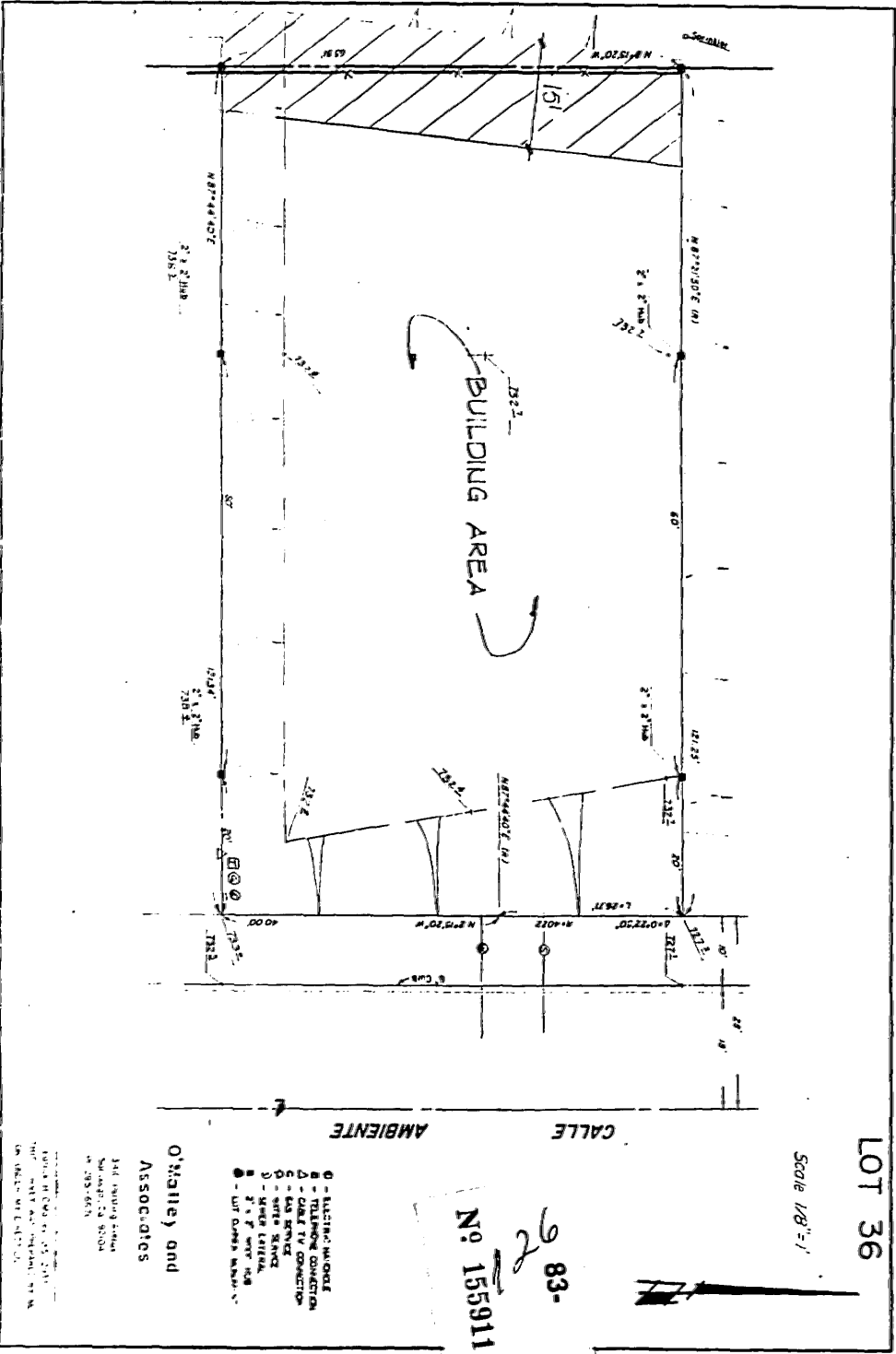
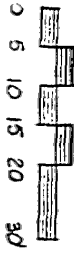
-  BUILDING
-  BACK AND LANDSCAPE HEIGHT LIMIT OF 3'-0"
-  NEIGHBORHOOD ASSOCIATION EASEMENT
-  COMMUNITY PERIMETER WALL

EXHIBIT A



- - ELECTRIC MIDDLE
- - TELEPHONE CONNECTION
- - CABLE TV CONNECTION
- - GAS SERVICE
- - SEWER SERVICE
- - WATER SERVICE
- - 2" x 2" WATER MAIN
- - 12" WATER MAIN
- - 18" WATER MAIN
- - 24" WATER MAIN
- - 30" WATER MAIN
- - 36" WATER MAIN
- - 42" WATER MAIN
- - 48" WATER MAIN
- - 54" WATER MAIN
- - 60" WATER MAIN
- - 66" WATER MAIN
- - 72" WATER MAIN
- - 78" WATER MAIN
- - 84" WATER MAIN
- - 90" WATER MAIN
- - 96" WATER MAIN
- - 102" WATER MAIN
- - 108" WATER MAIN
- - 114" WATER MAIN
- - 120" WATER MAIN
- - 126" WATER MAIN
- - 132" WATER MAIN
- - 138" WATER MAIN
- - 144" WATER MAIN
- - 150" WATER MAIN
- - 156" WATER MAIN
- - 162" WATER MAIN
- - 168" WATER MAIN
- - 174" WATER MAIN
- - 180" WATER MAIN
- - 186" WATER MAIN
- - 192" WATER MAIN
- - 198" WATER MAIN
- - 204" WATER MAIN
- - 210" WATER MAIN
- - 216" WATER MAIN
- - 222" WATER MAIN
- - 228" WATER MAIN
- - 234" WATER MAIN
- - 240" WATER MAIN
- - 246" WATER MAIN
- - 252" WATER MAIN
- - 258" WATER MAIN
- - 264" WATER MAIN
- - 270" WATER MAIN
- - 276" WATER MAIN
- - 282" WATER MAIN
- - 288" WATER MAIN
- - 294" WATER MAIN
- - 300" WATER MAIN

O'Malley and Associates
 1515 Camino del Rio South
 San Diego, CA 92108
 Tel: 619-594-8888
 Fax: 619-594-8889

1646

ARCHITECTURAL SURVEY OF BERNARDO HEIGHTS UNIT NO. 9 RESUB.

1647

LOT 37

LEGEND



BUILDING
GETBACK AND
LANDSCAPE HEIGHT
LIMIT OF 31'011

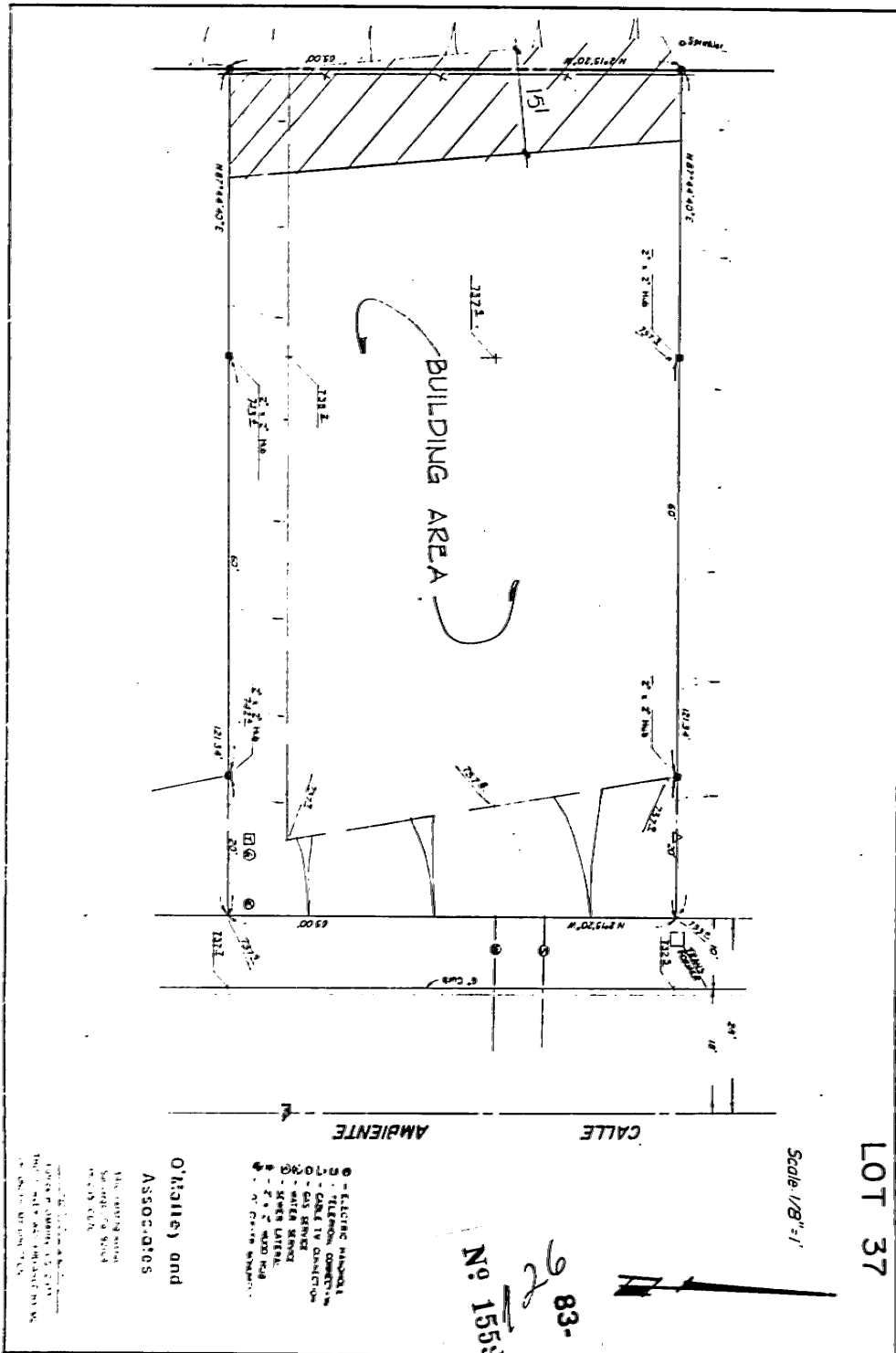
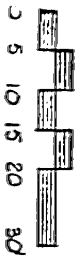


NEIGHBORHOOD
ASSOCIATION
EASEMENT



COMMUNITY
PERIMETER
WALL

EXHIBIT A



Scale 1/8"=1'

83-
No 155911

- 1 - ELECTRIC MESSAGES
- 2 - TELEPHONE CONNECTION
- 3 - GAS SERVICE
- 4 - WATER SERVICE
- 5 - 2" x 2" WOOD POLE
- 6 - 4" DIA. CEMENT PIPE

O'Malley and
ASSOCIATES

1000 P. O. BOX 1200
SAN DIEGO, CA 92112
TEL: (619) 591-1111

1648

ARCHITECTURAL SURVEY OF BERNARDO HEIGHTS UNIT NO. 9 RESUB.

1649

LOT 38

Scale 1/8" = 1'

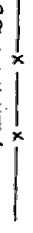
LEGEND



BUILDING
 setbacks AND
 LANDSCAPE HEIGHT
 LIMIT OF 3'-0"

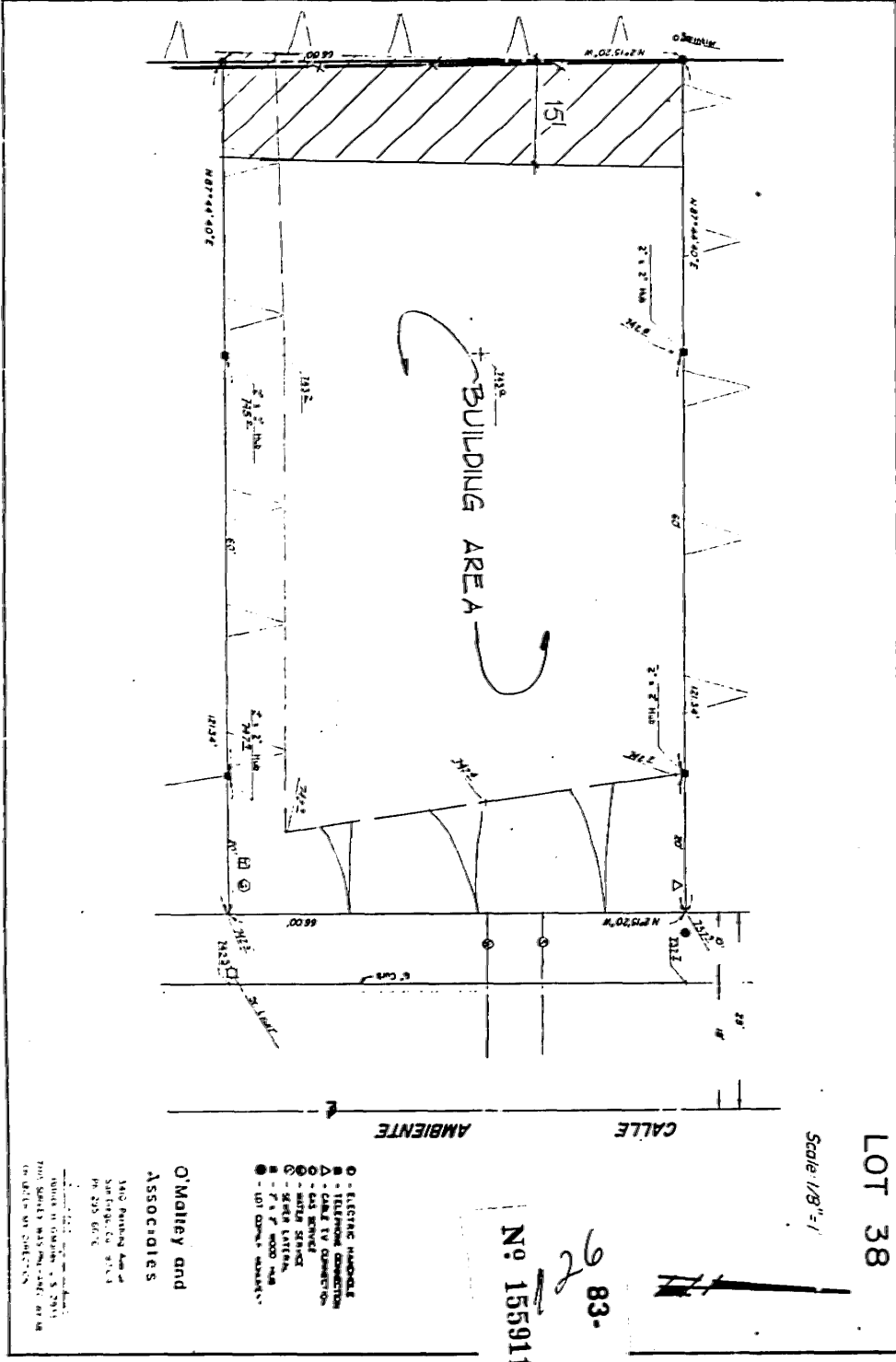
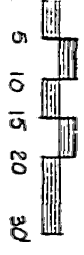


NEIGHBORHOOD
 ASSOCIATION
 EASEMENT



COMMUNITY
 PERIMETER
 WALL

EXHIBIT A



26
83-
No 155911

- - ELECTRIC METER
- △ - TELEPHONE CONNECTION
- ▽ - CABLE TV CONNECTION
- - GAS SERVICE
- - WATER SERVICE
- - SEWER SERVICE
- - 7 1/2" WOOD MAIN
- - 10" CONCRETE MAIN

O'Malley and
ASSOCIATES

340 Parkway Ave.
San Diego, CA 92104
PH 235-6076

Prepared by: O'Malley and Associates
Checked by: O'Malley and Associates
Title: ARCHITECTURAL SURVEY
DATE: 08/15/83

1650

ARCHITECTURAL SURVEY OF BERNARDO HEIGHTS UNIT NO. 9 RESUB

1651

LOT 39

Scale 1/8" = 1'

LEGEND





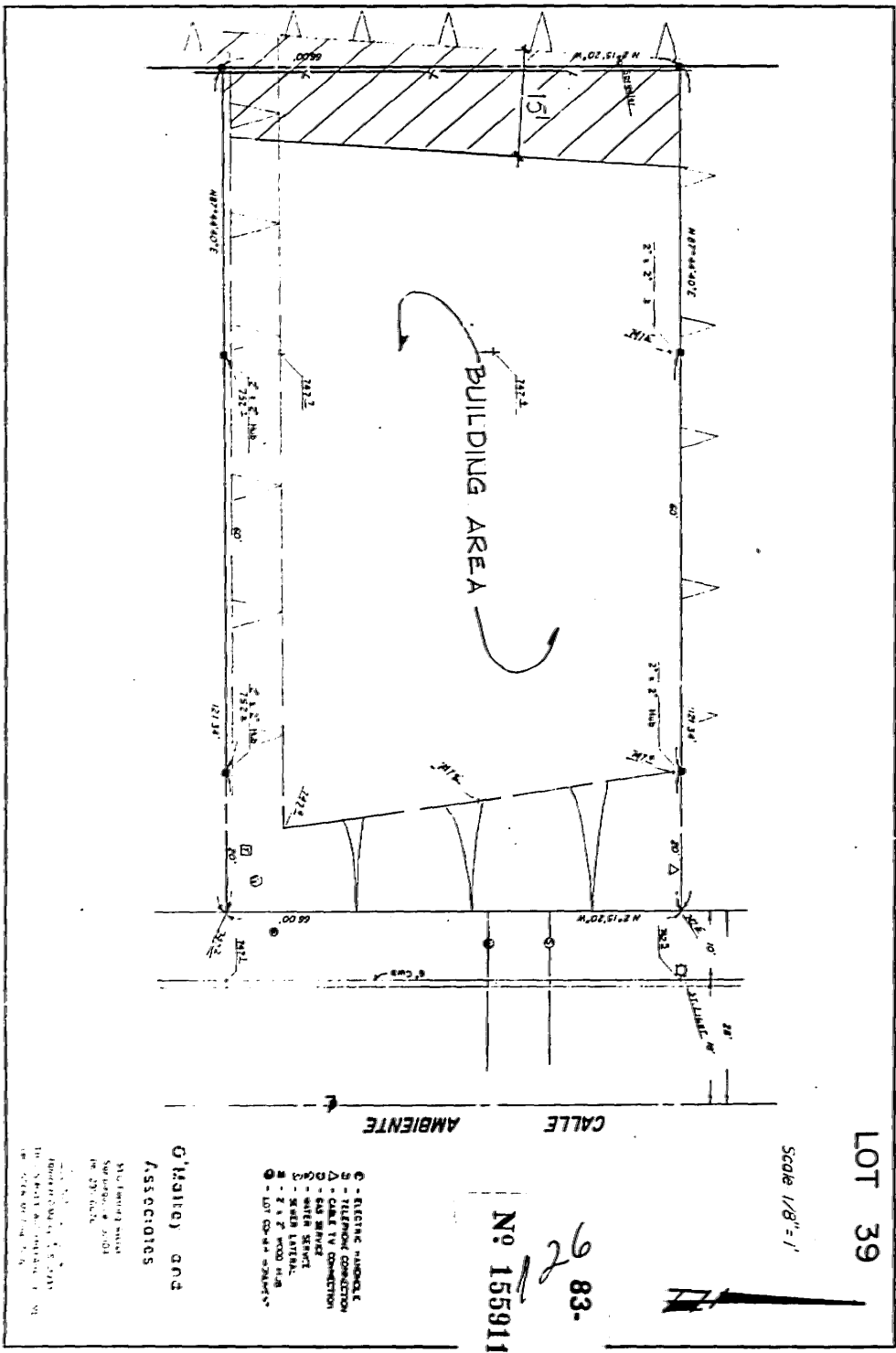
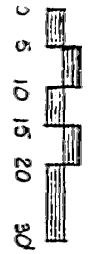
-  BUILDING
-  GETBACK AND LAUNDRAGE HEIGHT LIMIT OF 3'-0"
-  NEIGHBORHOOD ASSOCIATION EASEMENT
-  COMMUNITY PERIMETER WALL

EXHIBIT A



92-83-
No. 155911

- ⊙ - ELECTRIC HANDHOLE
- ⊙ - ELECTRIC CONNECTION
- △ - GAS METER
- - GAS SERVICE
- - WATER SERVICE
- - SEWER SERVICE
- - 2 x 2 WOOD PILING
- - LOT CORNER MARKERS

O'Neil and
ASSOCIATES

510 Tenth Street
San Diego, CA 92101
Tel. 235-1626

APPROVED BY: [Signature]
DATE: 10/15/83

1652

ARCHITECTURAL SURVEY OF BERNARDO HEIGHTS UNIT NO. 9 RESUB.

1653

LOT 40

LEGEND




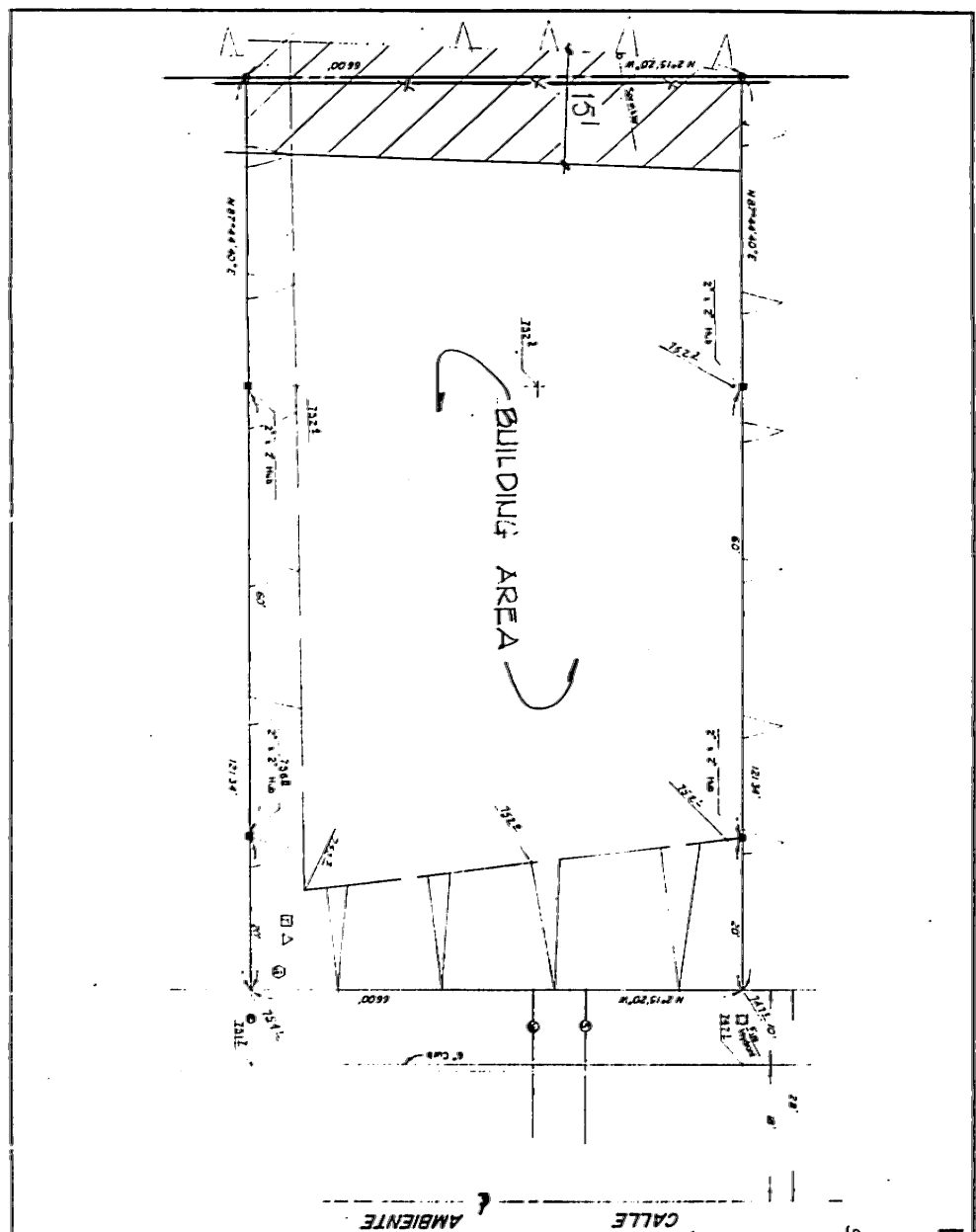
-  BUILDING SETBACK AND LANDSCAPE HEIGHT LIMIT OF 31'011
-  NEIGHBORHOOD ASSOCIATION EASEMENT
-  COMMUNITY PERIMETER WALL

EXHIBIT A



Scale: 1/8" = 1'

- - ELECTRIC HANDOUT
- - TELEPHONE CONNECTION
- △ - CABLE TV CONNECTION
- - GAS SERVICE
- - WATER SERVICE
- - SEWER LATERAL
- - 8" x 8" WOOD HUB
- - LOT OWNER MONUMENT

O'Malley, DFG
 ASSOCIATES
 340 Canyon Blvd.
 San Diego, CA 92103
 Tel: 234-0600

Project No. 155911
 Date: 10/11/83
 This document is not valid unless accompanied by a copy of the plat.

83-26
 No 155911


1654


ARCHITECTURAL SURVEY OF BERNARDO HEIGHTS UNIT NO. 9 RESUB

1655

LOT 41

LEGEND

 BUILDING
 SETBACK AND
 LANDSCAPE HEIGHT
 LIMIT OF 3'-0"

 NEIGHBORHOOD
 ASSOCIATION
 EASEMENT


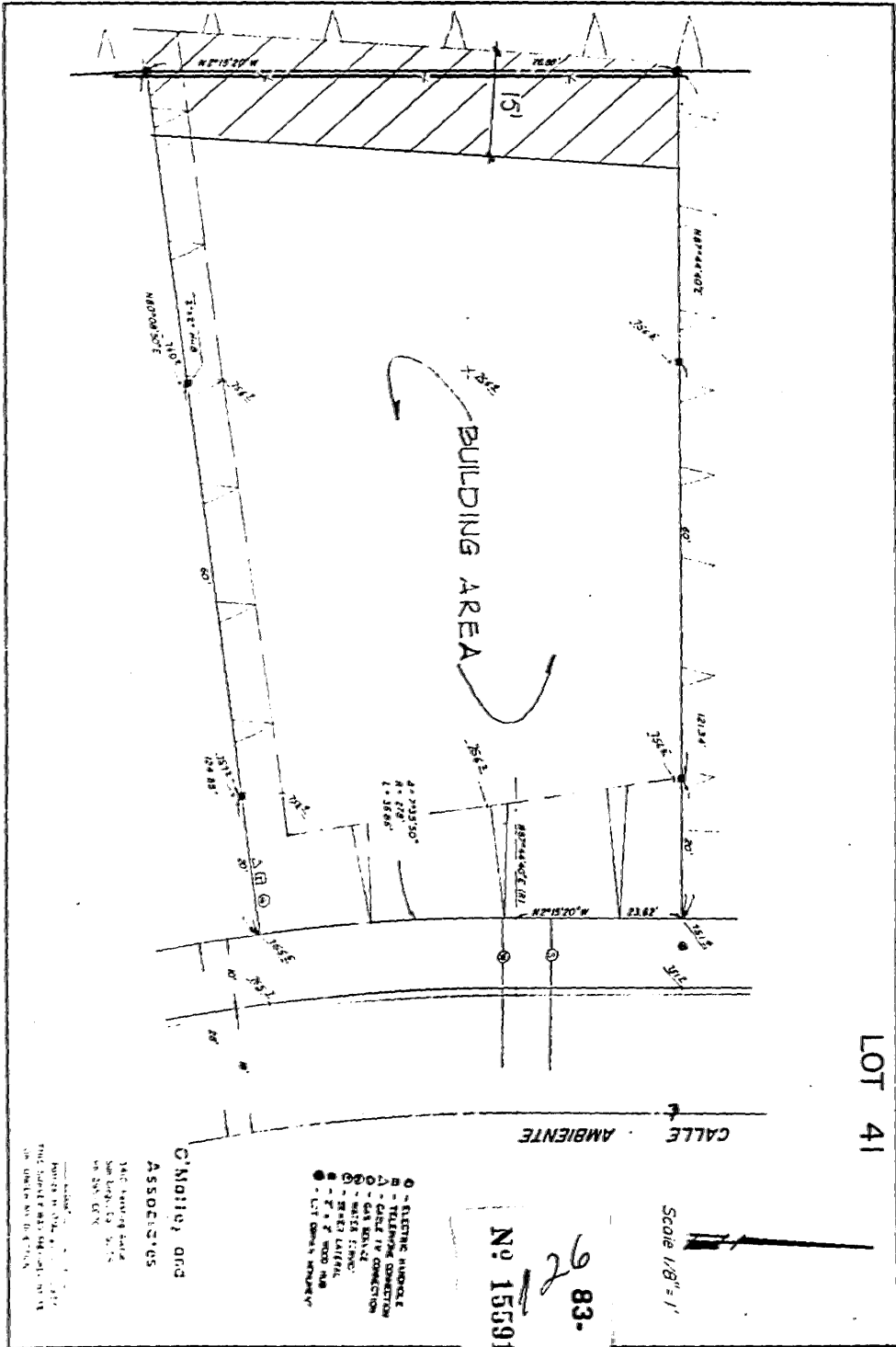
 COMMUNITY
 PERIMETER
 WALL

EXHIBIT A



Scale 1/8" = 1'

26
 83-
 No 155911

- - ELECTRIC HANDS
- - TELEPHONE CONNECTION
- - GAS SERVICE
- - WATER SERVICE
- - SEWER SERVICE
- - FIRE SERVICE
- - CITY STREET SERVICE

C. M. M. & S. G. G.
 ASSOCIATES

1400 Avenue of the Stars
 Suite 1000
 Los Angeles, CA 90045
 Tel. (213) 709-1111
 Fax (213) 709-1112

1656

ARCHITECTURAL SURVEY OF BERNARDO HEIGHTS UNIT NO. 9 RESUB.

1657

LOT 42

LEGEND




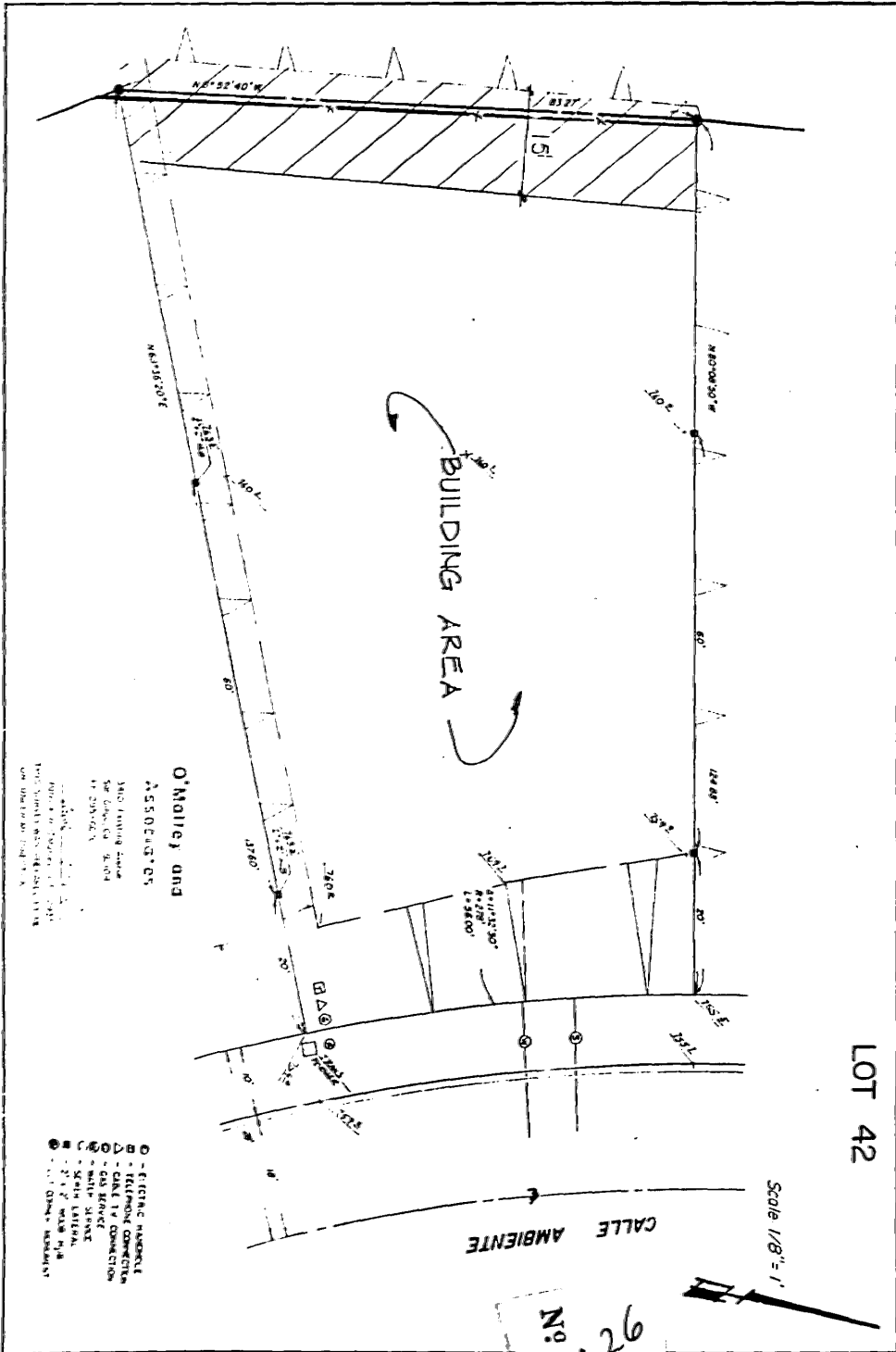
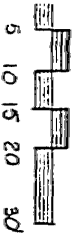
-  BUILDING
- GETBACK AND LANDSCAPE HEIGHT LIMIT OF 3'-0"
-  NEIGHBORHOOD ASSOCIATION EASEMENT
-  COMMUNITY ERIKMETEK WALL

EXHIBIT A







1658

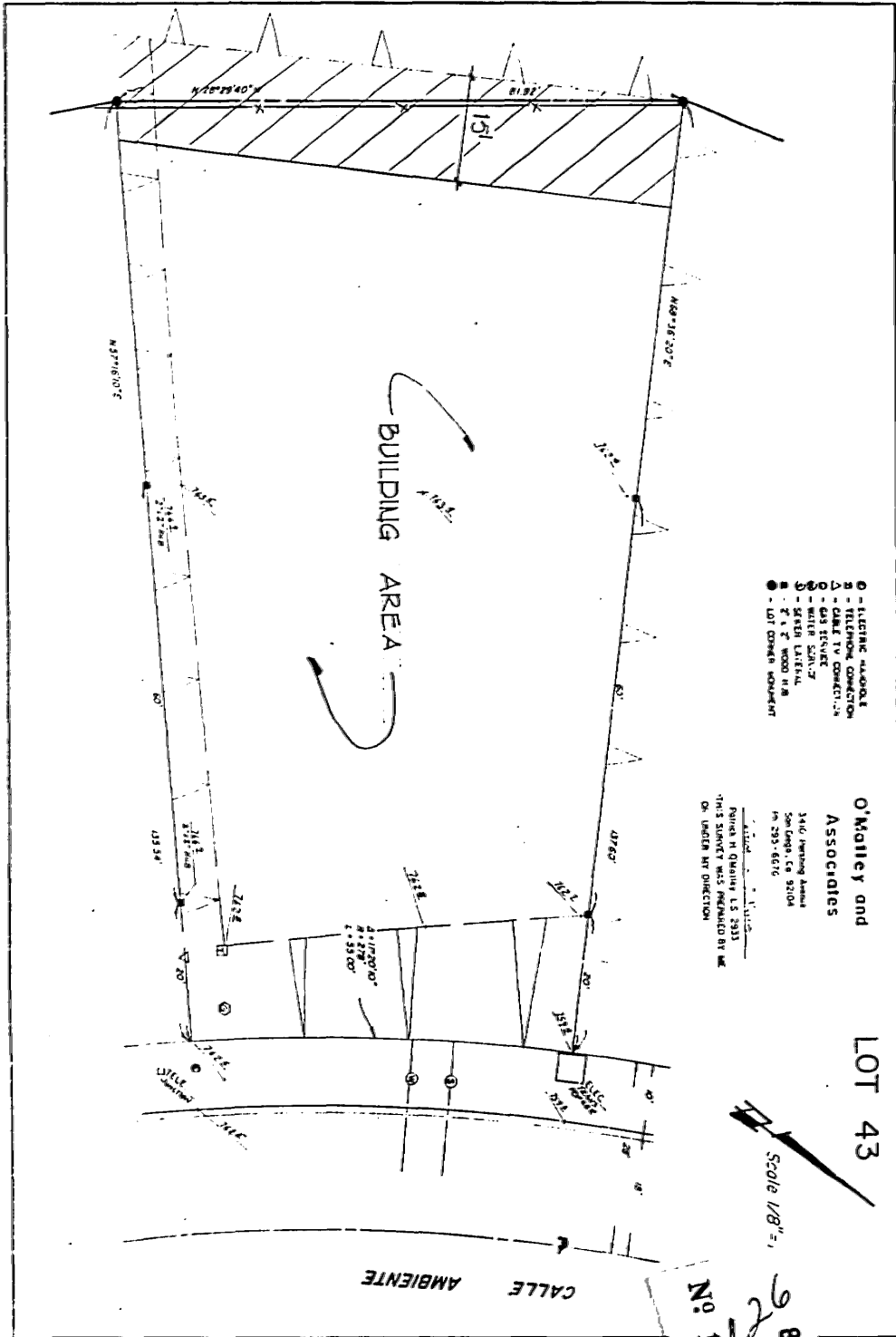
ARCHITECTURAL SURVEY OF BERNARDO HEIGHTS UNIT NO. 9 RESUB.

1659

LEGEND

-  BUILDING
-  GETBACK AND LANDSCAPE HEIGHT LIMIT OF 31.011
-  NEIGHBORHOOD ASSOCIATION EASEMENT
-  COMMUNITY PERIMETER WALL

XHIBIT A

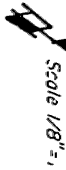


- ⊖ - ELECTRIC MAST/POLE
- ⊗ - TELEPHONE CONNECTION
- ⊙ - GAS TRENCH
- ⊕ - GAS TRENCH
- ⊖ - WATER MAIN
- ⊙ - SEWER MAIN
- ⊖ - 2" x 2" WOOD N.B.
- ⊙ - LOT CORNER MONUMENT

O'Malley and Associates
 3416 Janning Avenue
 San Diego, CA 92104
 619 295-6676

APPROVED: [Signature]
 RAYMOND H. QUINN, L.S. 75931
 THIS SURVEY WAS PREPARED BY ME OR UNDER MY DIRECTION

LOT 43



Scale 1/8" = 1'

No. 155911

92-83-

1660

ARCHITECTURAL SURVEY OF BERNARDO HEIGHTS UNIT NO. 9 RESUB.

LOT 44

1661

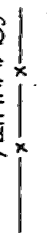
LEGEND



BUILDING SETBACK AND LANDSCAPE HEIGHT LIMIT OF 3'011

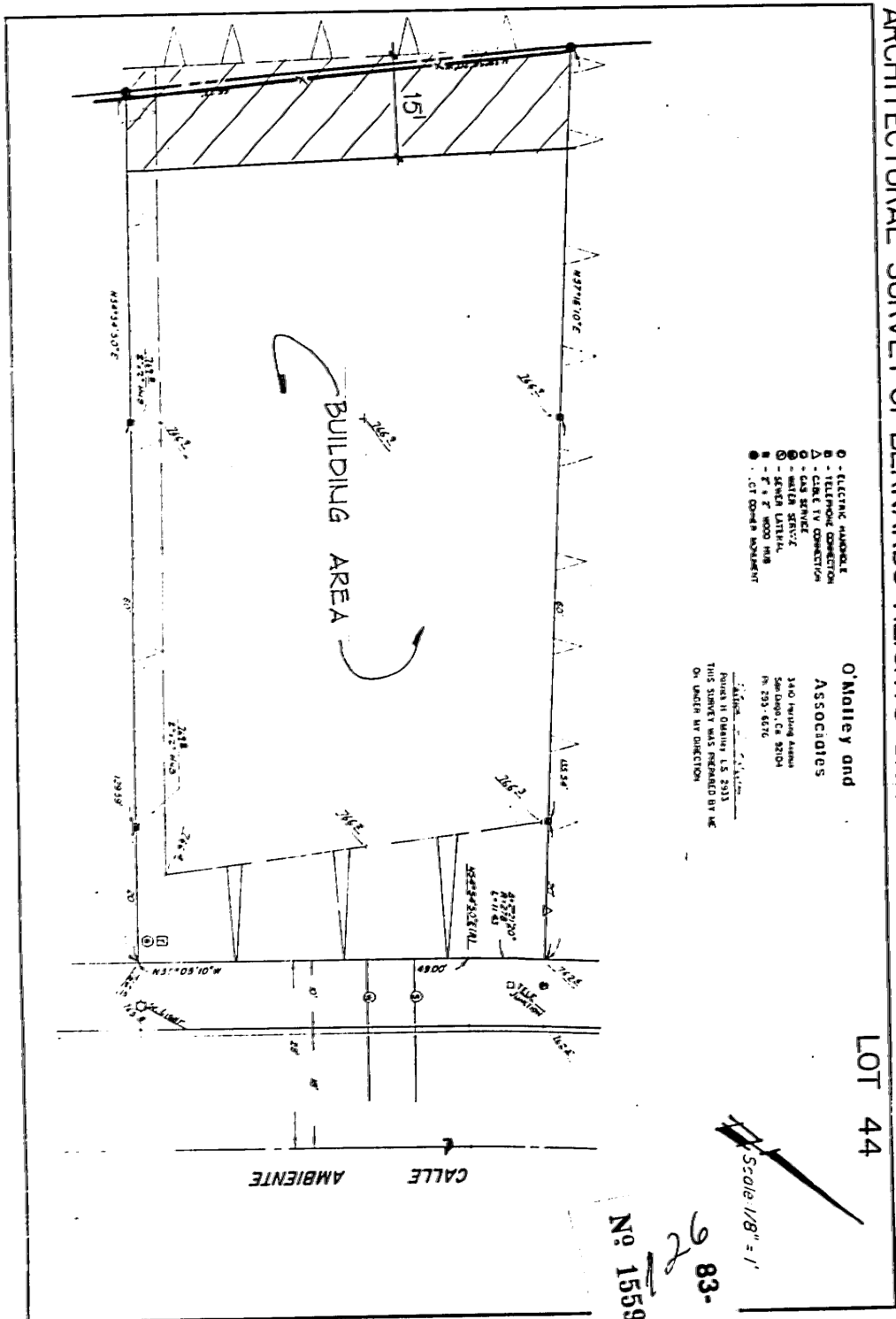
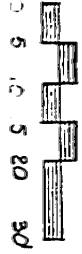


NEIGHBORHOOD ASSOCIATION EASEMENT



COMMUNITY PERIMETER WALL

EXHIBIT A



- - ELECTRIC HANDS
- △ - TELEPHONE CONNECTION
- △ - CABLE TV CONNECTION
- - GAS SERVICE
- - WATER SERVICE
- - SEWER LATERAL
- - F. T. & WOOD PILE
- - C. I. CONCRETE MONUMENT

O'Malley and Associates
 340 Irving Avenue
 San Diego, CA 92104
 Tel. 233-4576

PROJECT: BERNARDO HEIGHTS UNIT NO. 9 RESUB
 THIS SURVEY WAS PREPARED BY ME
 ON DATE BY DIRECTION

Scale 1/8" = 1'
 83-
 26

No 155911

1663

ARCHITECTURAL SURVEY OF BERNARDO HEIGHTS UNIT NO. 9 RESUB.

LOT 45

1663

LEGEND



BUILDING SETBACK AND LANDSCAPE HEIGHT LIMIT OF 3'-0"

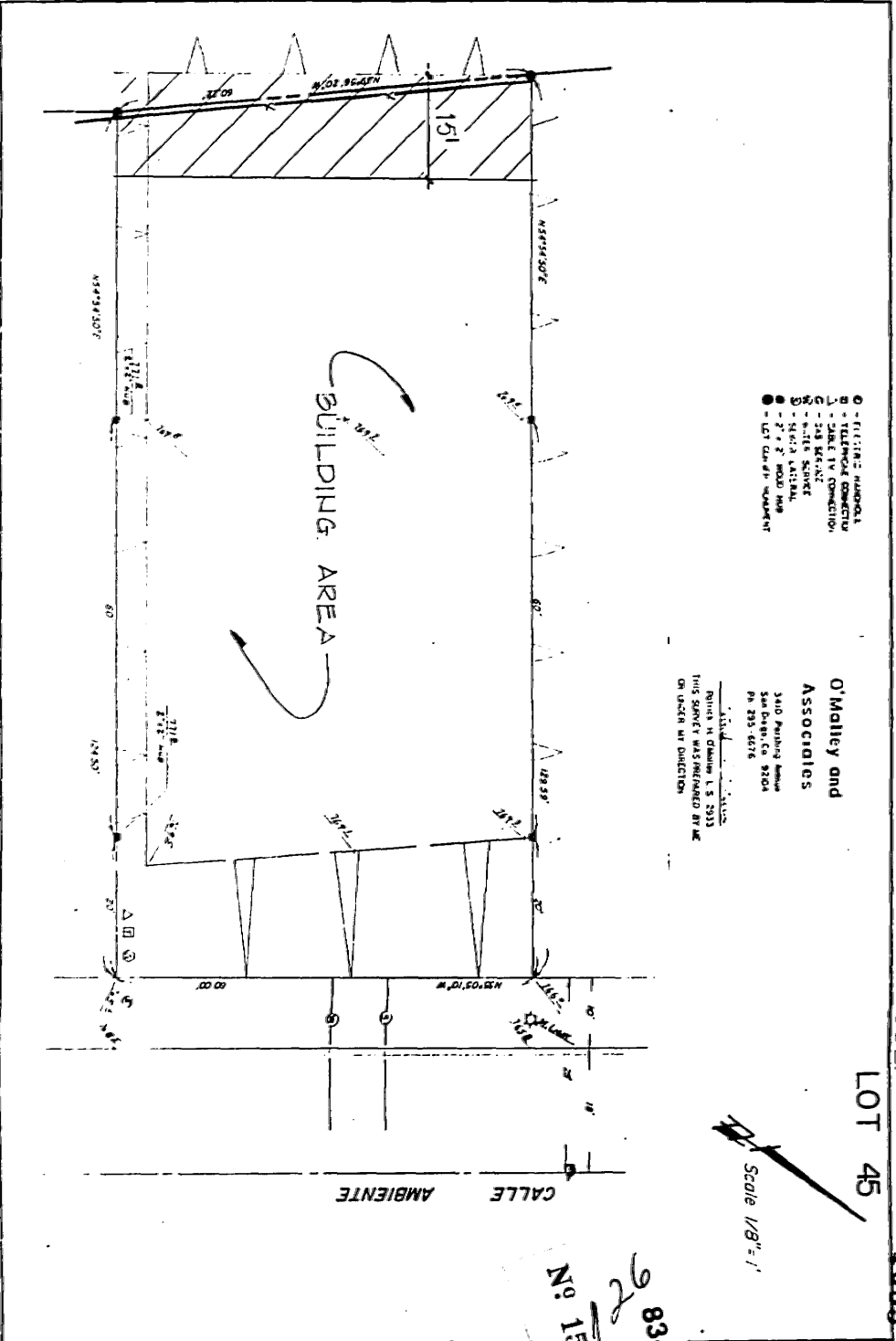


NEIGHBORHOOD ASSOCIATION EQUIPMENT



COMMUNITY PERIMETER WALL

EXHIBIT A



- - ELECTRIC HANDS
- - TELEPHONE CONNECTION
- △ - CABLE TV CONNECTION
- - GAS SERVICE
- - WATERS SERVICE
- - SLOTTED SIGN
- - 2" x 2" SIGN
- - LOT CORNER MARKER

O'Malley and Associates
 3410 Parkway Avenue
 San Diego, CA 92104
 PH: 235-6676

Drawn by: *[Signature]*
 Bruce H. Graham, L.S. 2933
 THIS SURVEY WAS PREPARED BY ME OR UNDER MY DIRECTION

Scale 1/8" = 1'

83-
 92
 No. 155911




1661

ARCHITECTURAL SURVEY OF BERNARDO HEIGHTS UNIT NO. 9 RESUB

LOT 46

1665

LEGEND

-  BUILDING
-  NEIGHBORHOOD ASSOCIATION EASEMENT
-  COMMUNITY PERIMETER WALL

XHIBIT A

5 10 15 20 30'

- 0 - ELECTRIC MOUNT
- 1 - TELEPHONE CONNECTION
- 2 - CABLE TV CONNECTION
- 3 - GAS SERVICE
- 4 - WATER SERVICE
- 5 - STREET LIGHT
- 6 - STREET MOUNT #25
- 7 - ST. ON-CE MOUNT

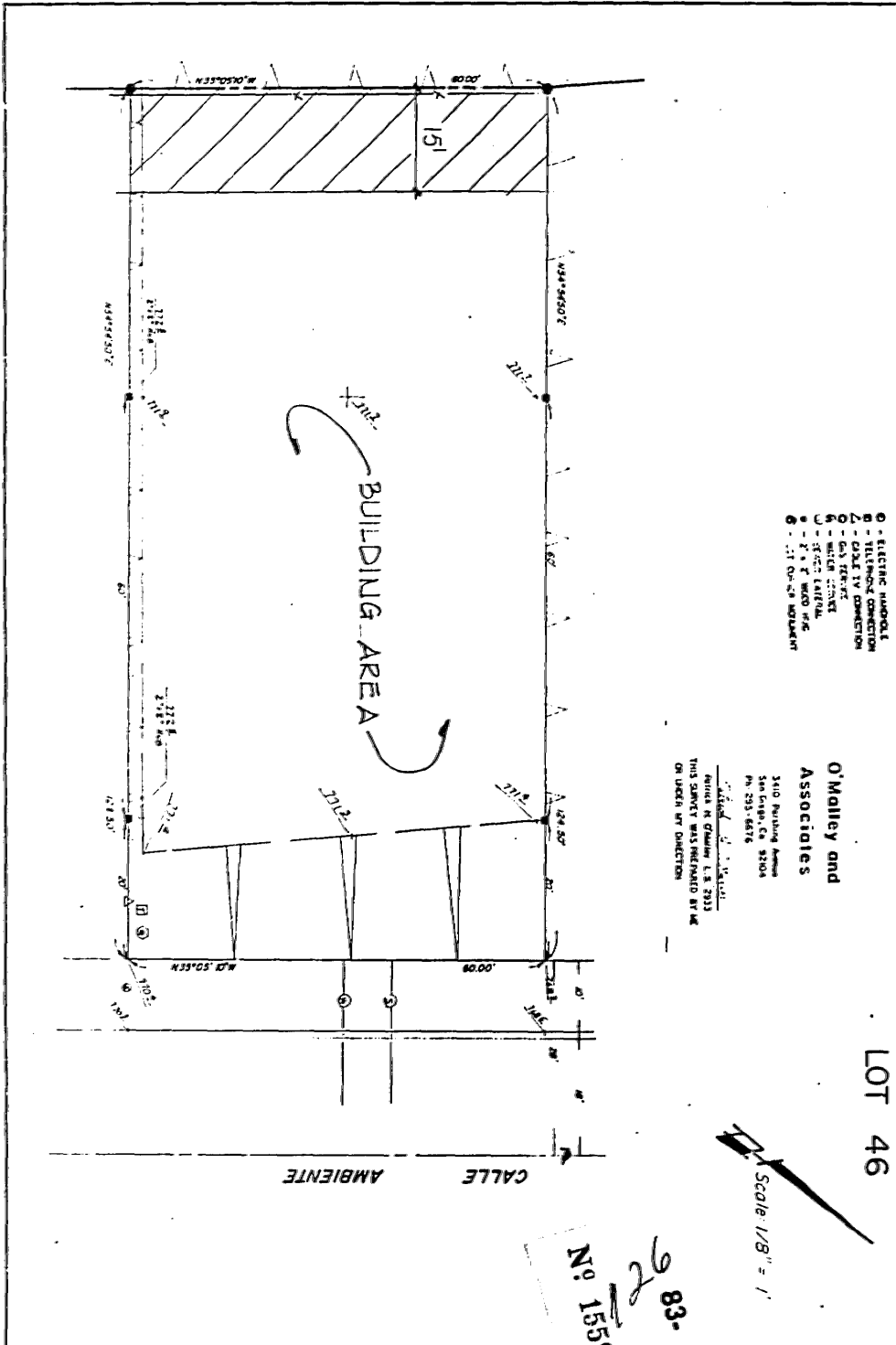
O'Malley and Associates

3110 Pulding Avenue
San Diego, CA 92104
PH. 295-6676

THIS SURVEY WAS PREPARED BY ME OR UNDER MY DIRECTION

Scale: 1/8" = 1'

83-
No. 155911



1667

ARCHITECTURAL SURVEY OF BERNARDO HEIGHTS UNIT NO. 9 RESUB.

LOT 47

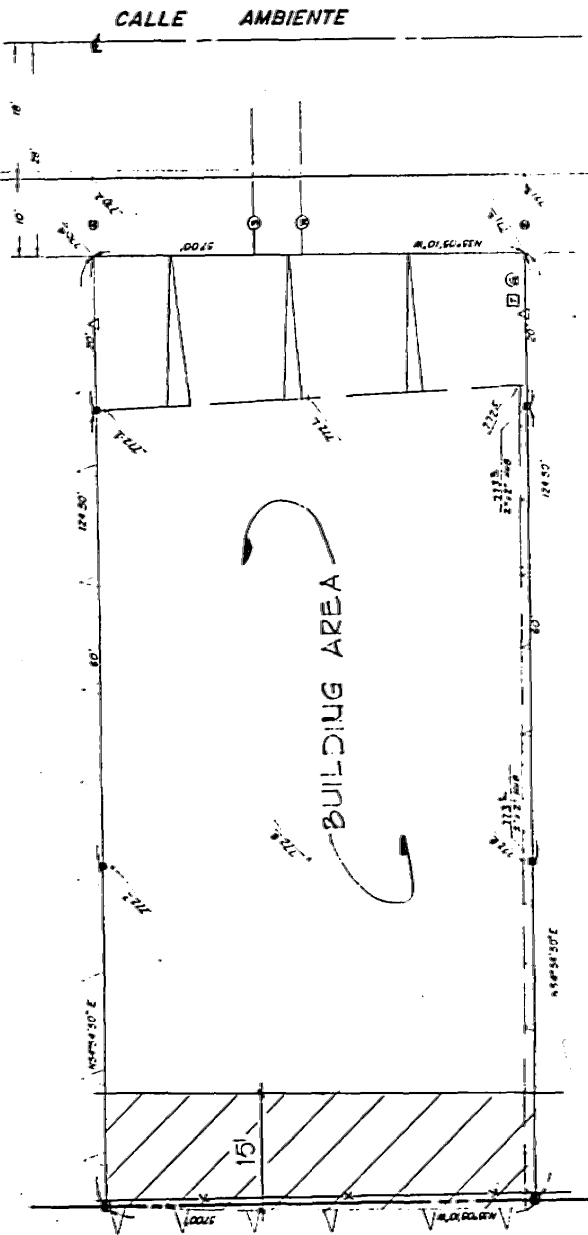
O'Malley and ASSOCIATES

1845 PLYMOUTH AVENUE
SAN CARLOS, CA 94068
PH. 354-8076

APPROVED BY THE COUNTY OF SAN DIEGO
ON 04/11/83
THIS SURVEY WAS PREPARED BY ME
OR UNDER MY SUPERVISION

Scale 1/8" = 1'

- - ELECTION MARKERS
- - TELEPHONE CONNECTION
- △ - CURB IN CONNECTION
- - GAS METER
- - WATER SER.
- - SIGHT TRIANGLE
- - 2" x 2" WOOD NAIL
- - LOT CORNER MARKER



No 155911

26
83-

1666

LEGEND



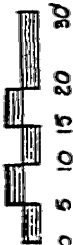
BUILDING
SETBACK AND
LANDSCAPE HEIGHT
LIMIT OF 3'-0"



NEIGHBORHOOD
ASSOCIATION
EASEMENT

— x —
COMMUNITY
PERIMETER
WALL

EXHIBIT A






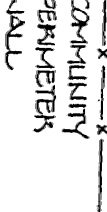
1668

ARCHITECTURAL SURVEY OF BERNARDO HEIGHTS UNIT NO. 9 RESUB.

1669

LOT 48

LEGEND

-  BUILDING
-  GETBACK AND LANDSCAPE HEIGHT LIMIT OF 31.011
-  NEIGHBORHOOD ASSOCIATION EASEMENT
-  COMMUNITY PERIMETER WALL

- ⊙ - ELECTRIC MOUNTAIN
- ⊙ - ELECTRIC MOUNTAIN
- ⊙ - CABLE TV MOUNTAIN
- ⊙ - GAS STREET
- ⊙ - SALES SIGN
- ⊙ - SALES SIGN
- ⊙ - 2" x 4" WOOD SIGN
- ⊙ - 2" x 4" WOOD SIGN

O'Malley and Associates
 3410 JANTING LANE
 SAN DIEGO, CA 92104
 PH 393-6676

Prepared by: [Signature]
 Project: H. O'Sullivan, L.S. 2933
 THIS SURVEY WAS PREPARED BY ME OR UNDER MY DIRECTION.

Scale: 1/8" = 1'

83-
26
No. 155911

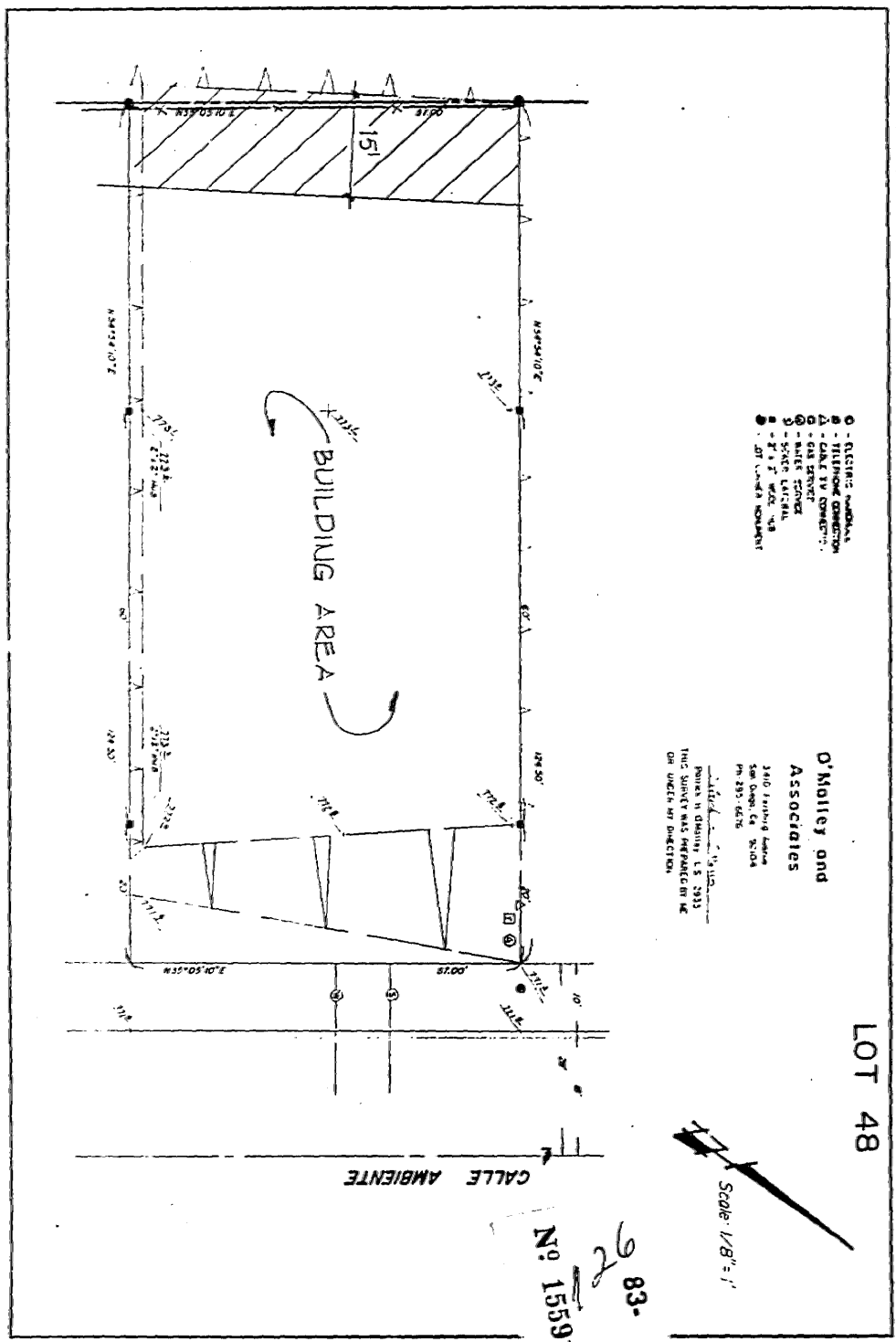
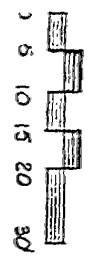


EXHIBIT A



1670

ARCHITECTURAL SURVEY

LEGEND



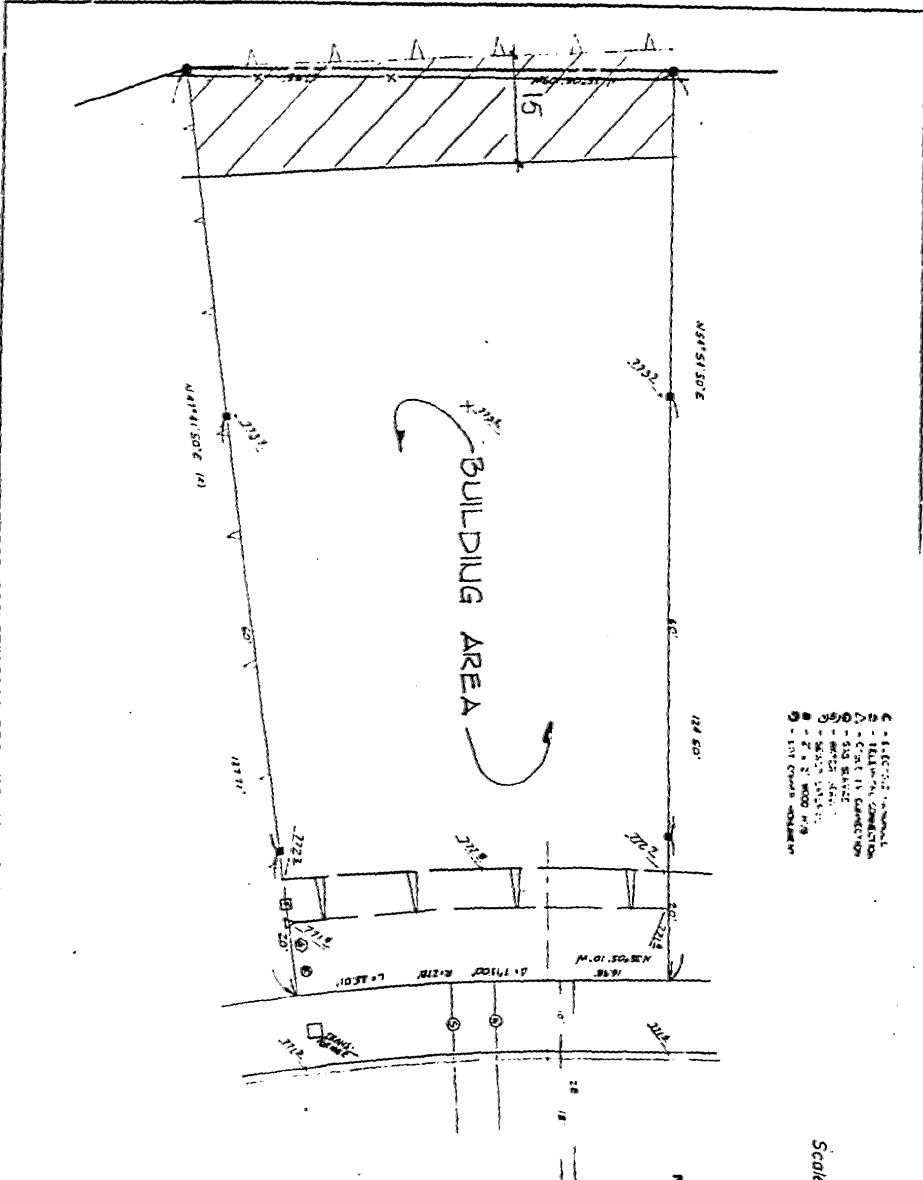
BUILDING
SETBACK AND
LANDSCAPE HEIGHT
LIMIT OF 3'-0"



NEIGHBORHOOD
ASSOCIATION
EASEMENT

COMMUNITY
PERIMETER
WALL

EXHIBIT A



- 1 - 1/4" DIA. IRON NAIL
- 2 - 1/4" DIA. IRON NAIL
- 3 - 1/4" DIA. IRON NAIL
- 4 - 1/4" DIA. IRON NAIL
- 5 - 1/4" DIA. IRON NAIL
- 6 - 1/4" DIA. IRON NAIL
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- 94 - 1/4" DIA. IRON NAIL
- 95 - 1/4" DIA. IRON NAIL
- 96 - 1/4" DIA. IRON NAIL
- 97 - 1/4" DIA. IRON NAIL
- 98 - 1/4" DIA. IRON NAIL
- 99 - 1/4" DIA. IRON NAIL
- 100 - 1/4" DIA. IRON NAIL

Scale 1/8" = 1'

CALLE AMBIENTE

O'Malley and ASSOCIATES

315 Camino Arroyo
San Diego, CA 92108
PH: 232-4221

26
83-
No 155911

1670

1672

ARCHITECTURAL SURVEY OF BERNARDO HEIGHTS UNIT NO. 9 RESUB.

1673

LOT 50

Scale 1/8" = 1'

- ELECTRIC MOUNT
- TELEPHONE CONNECTION
- GAS SERVICE
- WATER SERVICE
- SEWER SERVICE
- 4" x 4" WOOD PILE
- LOT CORNER MONUMENT

O'Malley and Associates

340 Milling Avenue
San Diego, CA 92104
PH 295-0270

STANDARD PLAN 15-3923
THIS SURVEY WAS PREPARED BY ME
ON UNDER MY DIRECTION

LEGEND



BUILDING
GETBACK AND
LANDSCAPE HEIGHT
LIMIT OF 3'-0"ll

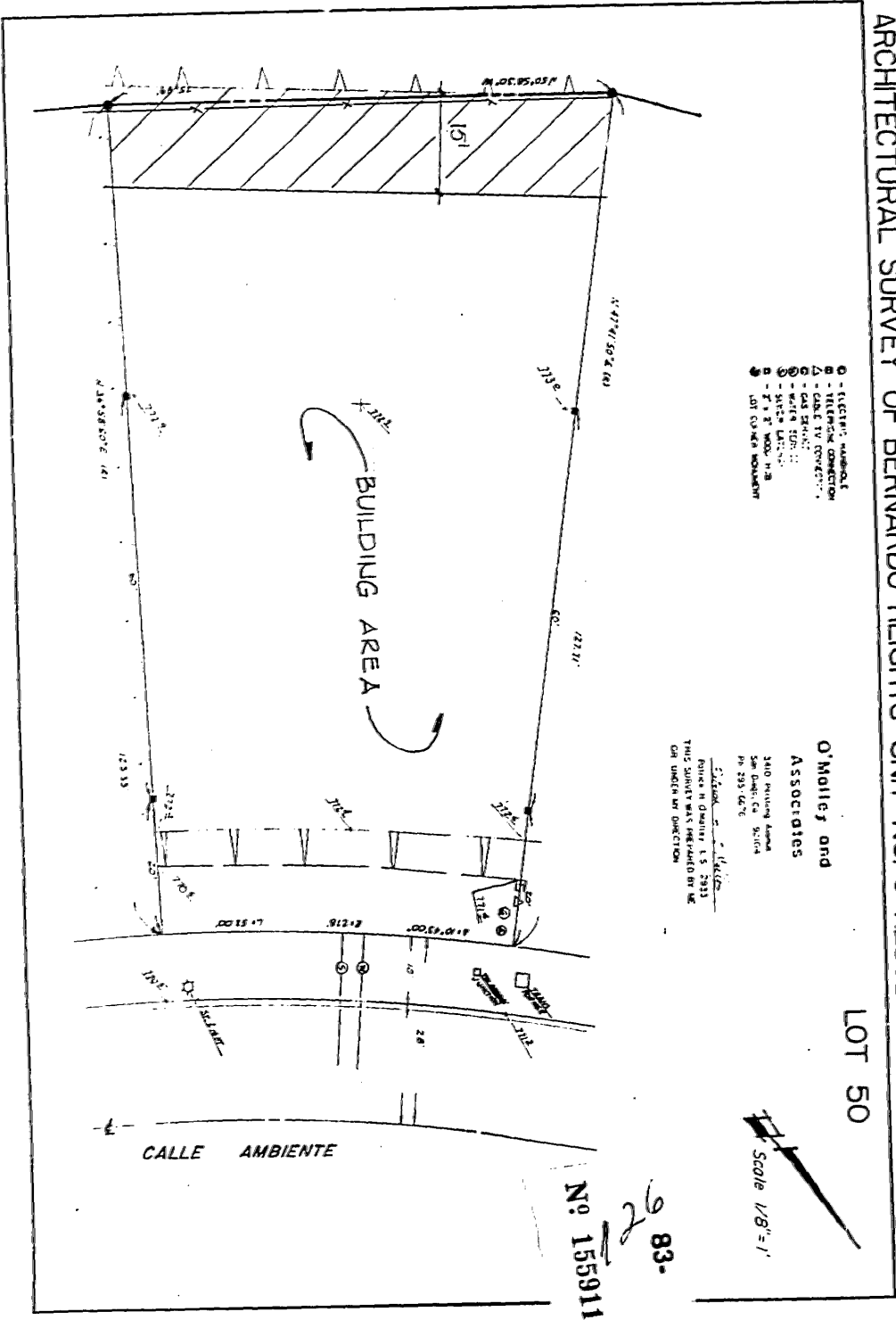
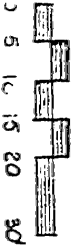


NEIGHBORHOOD
ASSOCIATION
EASEMENT



COMMUNITY
PERIMETER
WALL

EXHIBIT A



No. 155911

83-

1674

ARCHITECTURAL SURVEY OF BERNARDO HEIGHTS UNIT NO. 9 RESUB.

1675

LOT 51

LEGEND




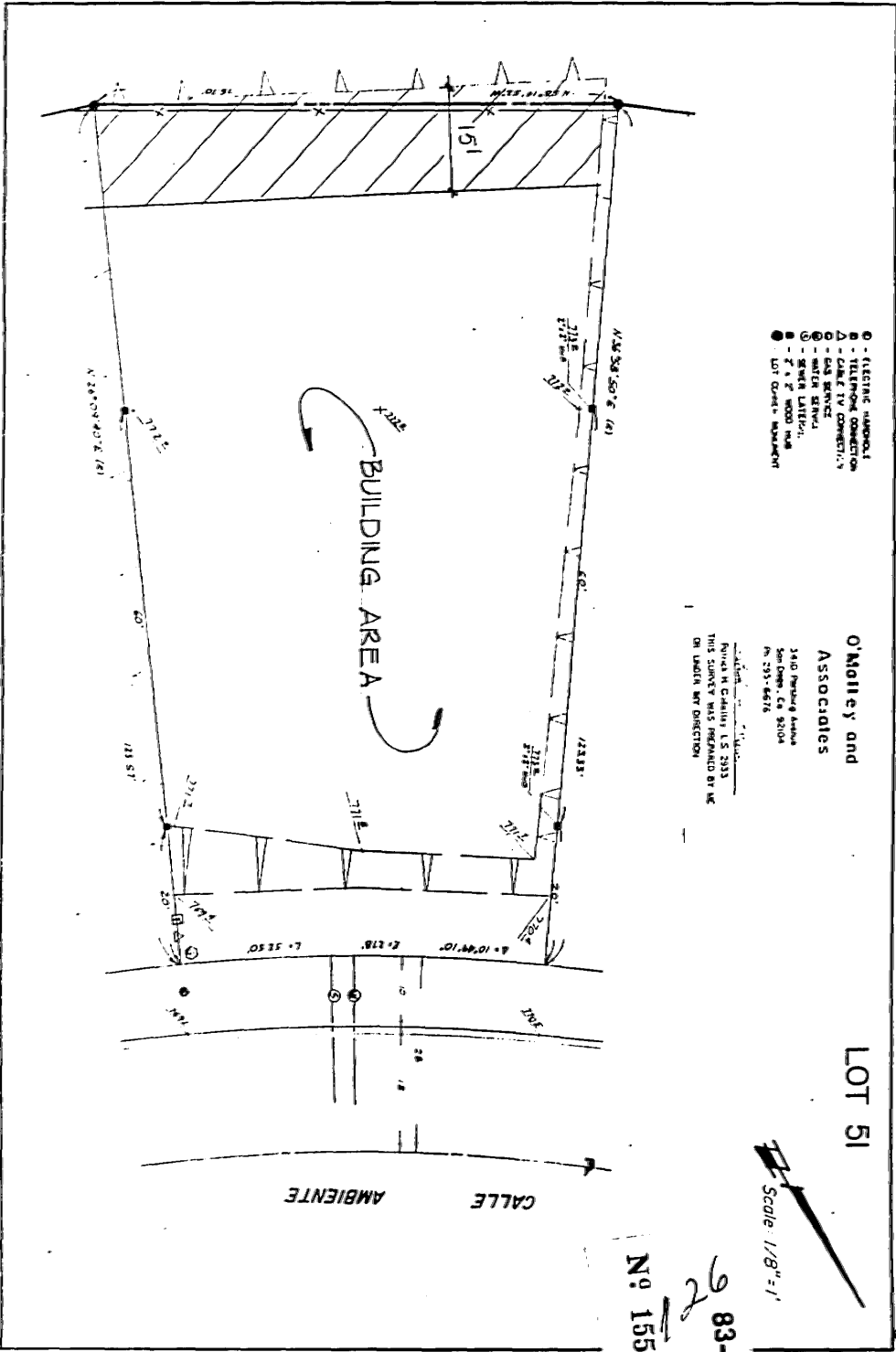
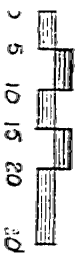
-  BUILDING SETBACK AND LANDSCAPE HEIGHT LIMIT OF 3'-0"
-  NEIGHBORHOOD ASSOCIATION EASEMENT
-  COMMUNITY PERIMETER WALL

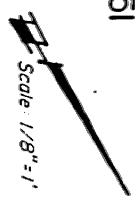
EXHIBIT A



- - ELECTRIC HANDOFF
- △ - TELEPHONE CONNECTION
- - CABLE TV CONNECTION
- ◇ - GAS SERVICE
- ⊙ - SEWER LATERAL
- - 2" x 2" WOOD POLE
- - LOT CORNER MARKER

O'Malley and Associates
 3540 Harding Avenue
 San Diego, CA 92104
 Ph 325-6676

Revised by: [Signature]
 Nevada R. Cahill, L.S. 2933
 THIS SURVEY WAS PREPARED BY ME OR UNDER MY DIRECTION



Nº 155911

26 83-

1676

ARCHITECTURAL SURVEY OF BERNARDO HEIGHTS UNIT NO. 2 BLOCK

LOT 52 1677

LEGEND





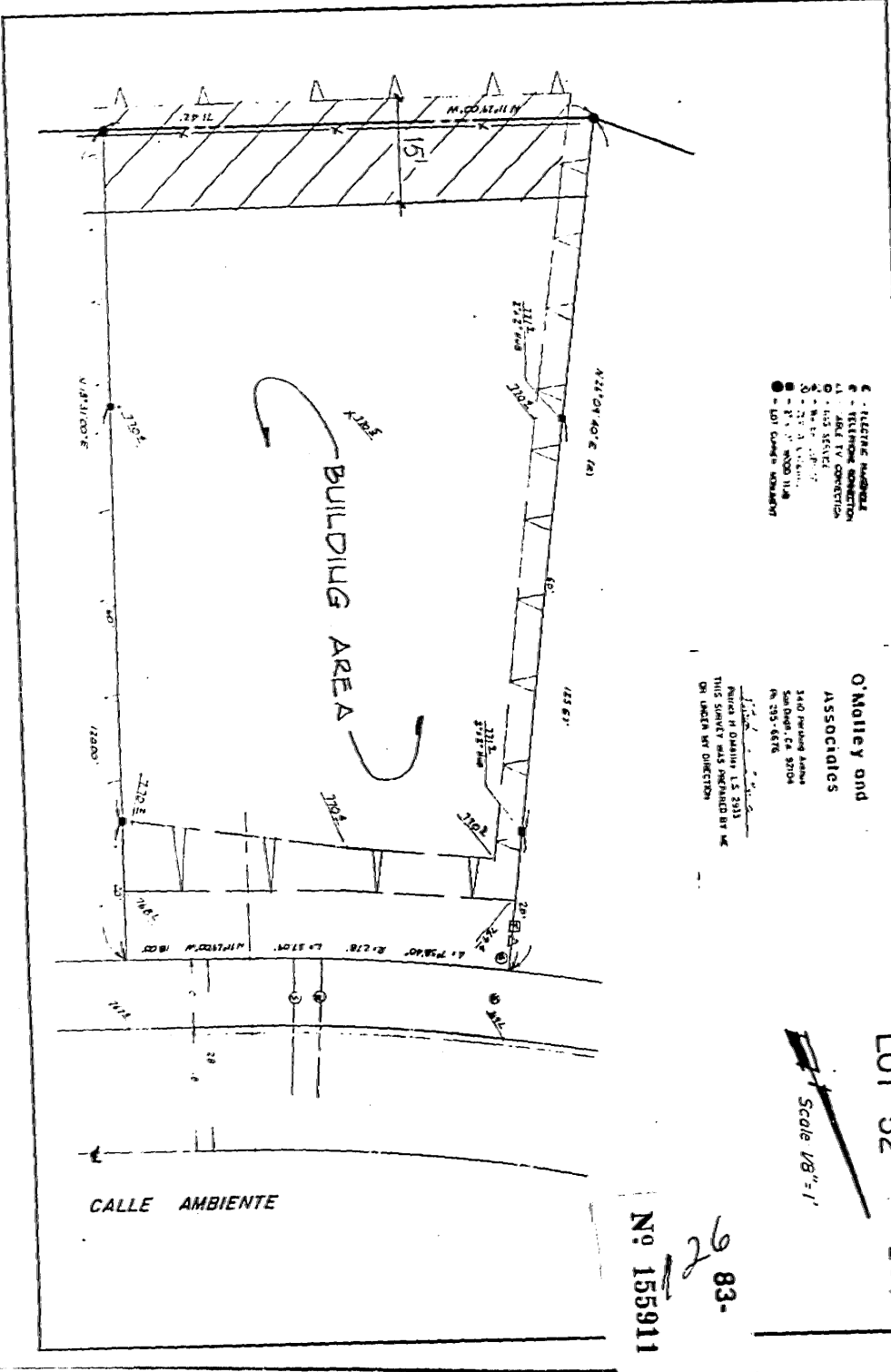
-  BUILDING
-  SETBACK AND LANDSCAPE HEIGHT LIMIT OF 35'011
-  NEIGHBORHOOD ASSOCIATION EASEMENT
-  COMMUNITY PERIMETER WALL

EXHIBIT A



- - ELECTRIC METER
- - TELEPHONE CONNECTION
- - CABLE TV CONNECTION
- - GAS SERVICE
- - WATER SERVICE
- - 2" DIA. CONDUIT
- - 4" DIA. CONDUIT
- - LOT CORNER MONUMENT

O'Malley and Associates
 3400 Parkland Lane
 San Diego, CA 92104
 Tel. 595-6676

ARTHUR H. DUBOIS, L.S. 3913
 THIS SURVEY WAS PREPARED BY ME OR UNDER MY DIRECTION

Scale 1/8" = 1'

No 155911 26 83-

1678

ARCHITECTURAL SURVEY OF BERNARDO HEIGHTS UNIT NO. 9 RESUB.

1679

LOT 53

LEGEND





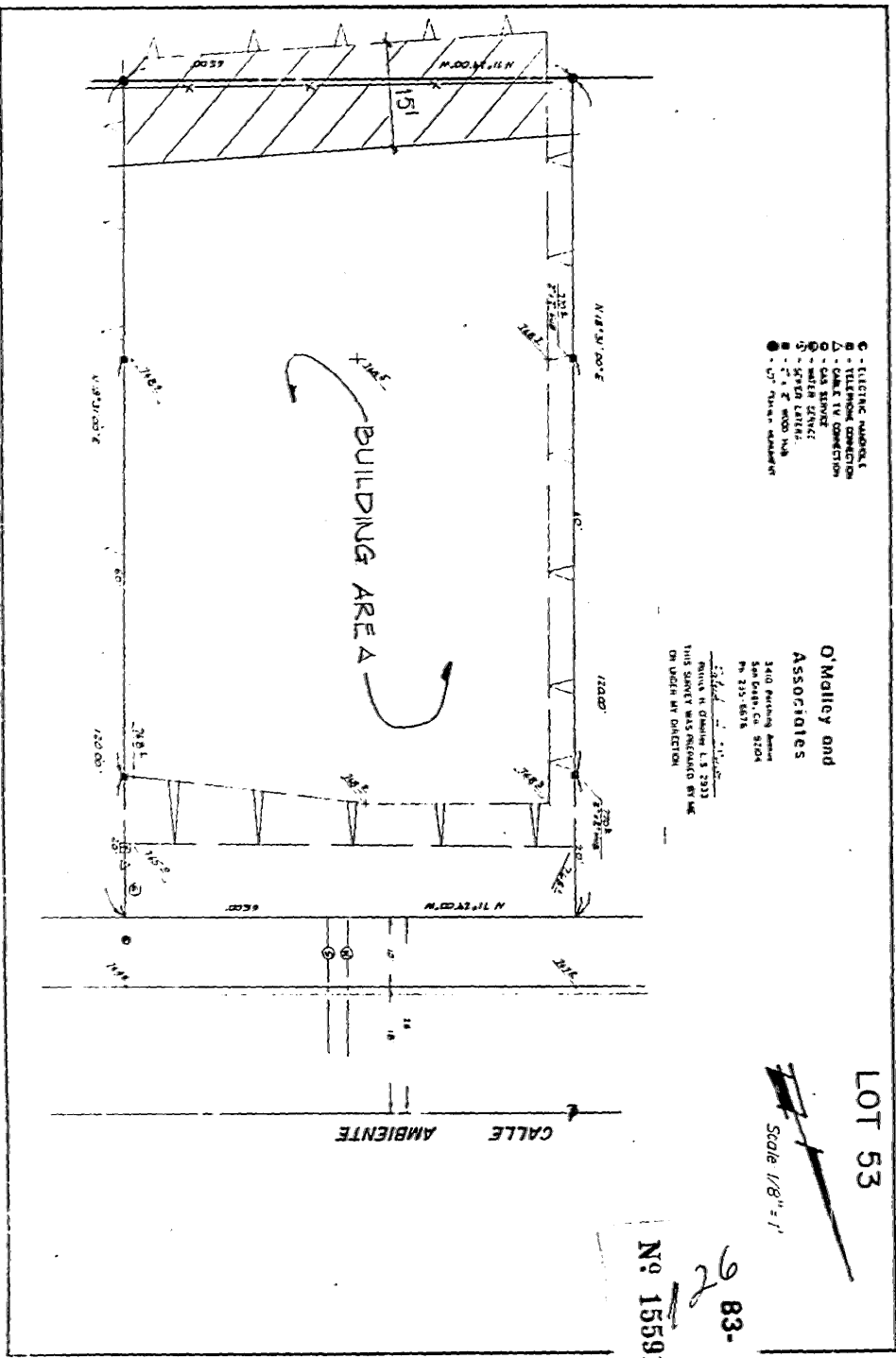
-  BUILDING
-  GETBACK AND LANDSCAPE HEIGHT LIMIT OF 3'-0"
-  NEIGHBORHOOD ASSOCIATION EASEMENT
-  COMMUNITY PERIMETER WALL

EXHIBIT A



- - ELECTRIC METER
- - CABLE TV CONNECTION
- - GAS SERVICE
- - WATER SERVICE
- - SEWER SERVICE
- - 4" X 2" WOOD GAS
- - UTILITY METER

O'Malley and
ASSOCIATES
3410 Parkway Avenue
San Diego, CA 92104
PH 235 8878

THIS SURVEY WAS REQUESTED BY ME
ON BEHALF BY DIRECTOR

Scale 1/8" = 1'

No. 155911



1680

ARCHITECTURAL SURVEY OF BERNARDO HEIGHTS UNIT NO. 9 RESUB.

1681

LOT 54

LEGEND



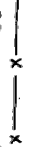
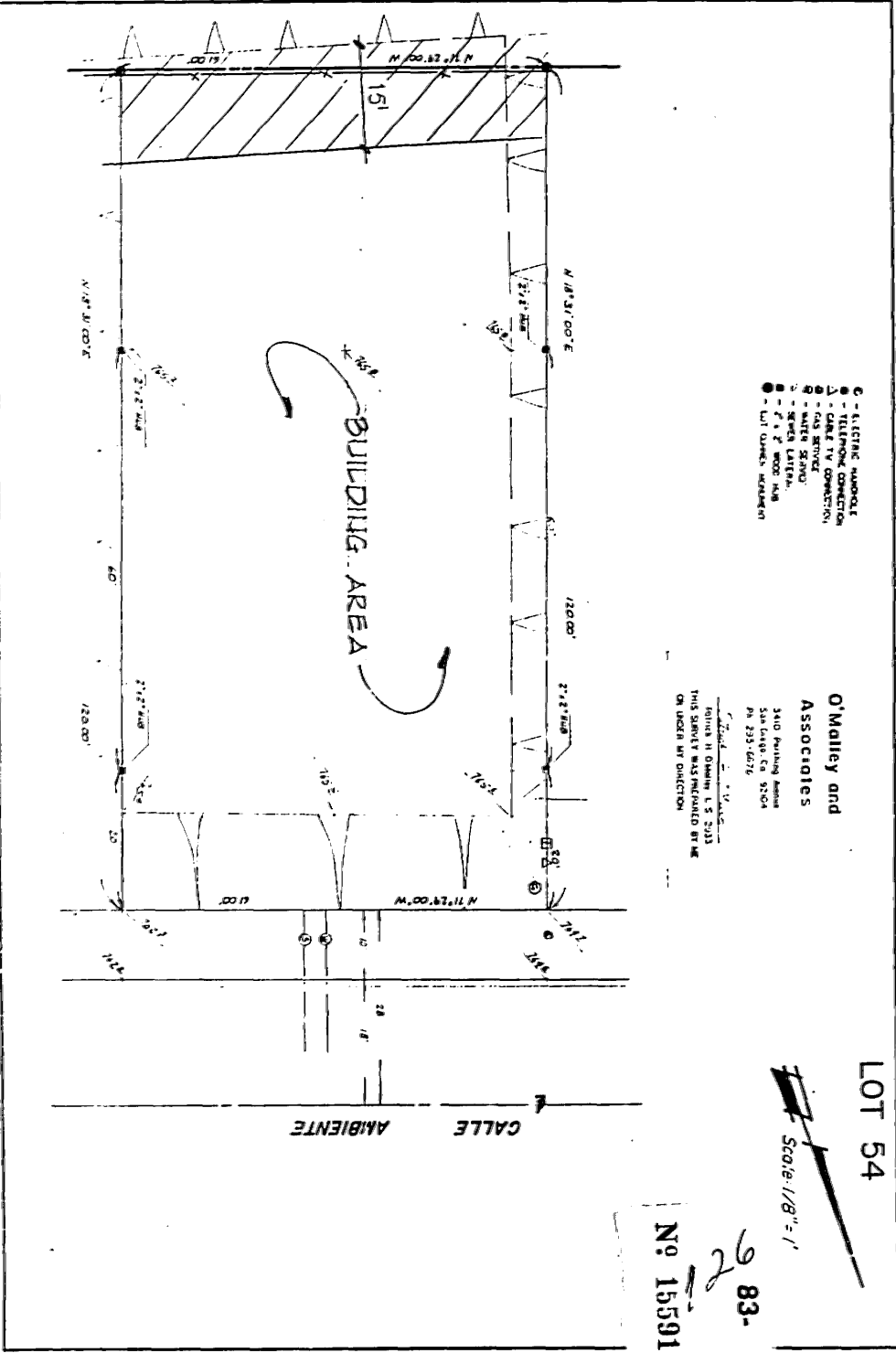
-  BUILDING SETBACK AND LANDSCAPE HEIGHT LIMIT OF 3:011
-  NEIGHBORHOOD ASSOCIATION EASEMENT
-  COMMUNITY PERIMETER WALL

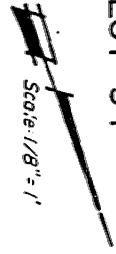
EXHIBIT A



- - ELECTRIC MANDOL
- - TELEPHONE CONNECTION
- △ - CABLE TV CONNECTION
- ⊙ - GAS SERVICE
- ⊖ - WATER SERVICE
- ⊕ - SEWER SERVICE
- - 4" x 2" WOOD SIGN
- - LOT CORNER MARKERS

O'Malley and Associates
 3410 Parkview Avenue
 San Diego, CA 92108
 PH 235-6776

FORNIA H. QUINN, L.S. 2013
 THIS SURVEY WAS PREPARED BY ME
 OR UNDER MY DIRECTION



No. 165911

83-

1682

ART. HILTON

ARCHITECTURAL SURVEY OF BERNARDO HEIGHTS UNIT NO. 9 RESUB.

LOT 55

1683

LEGEND




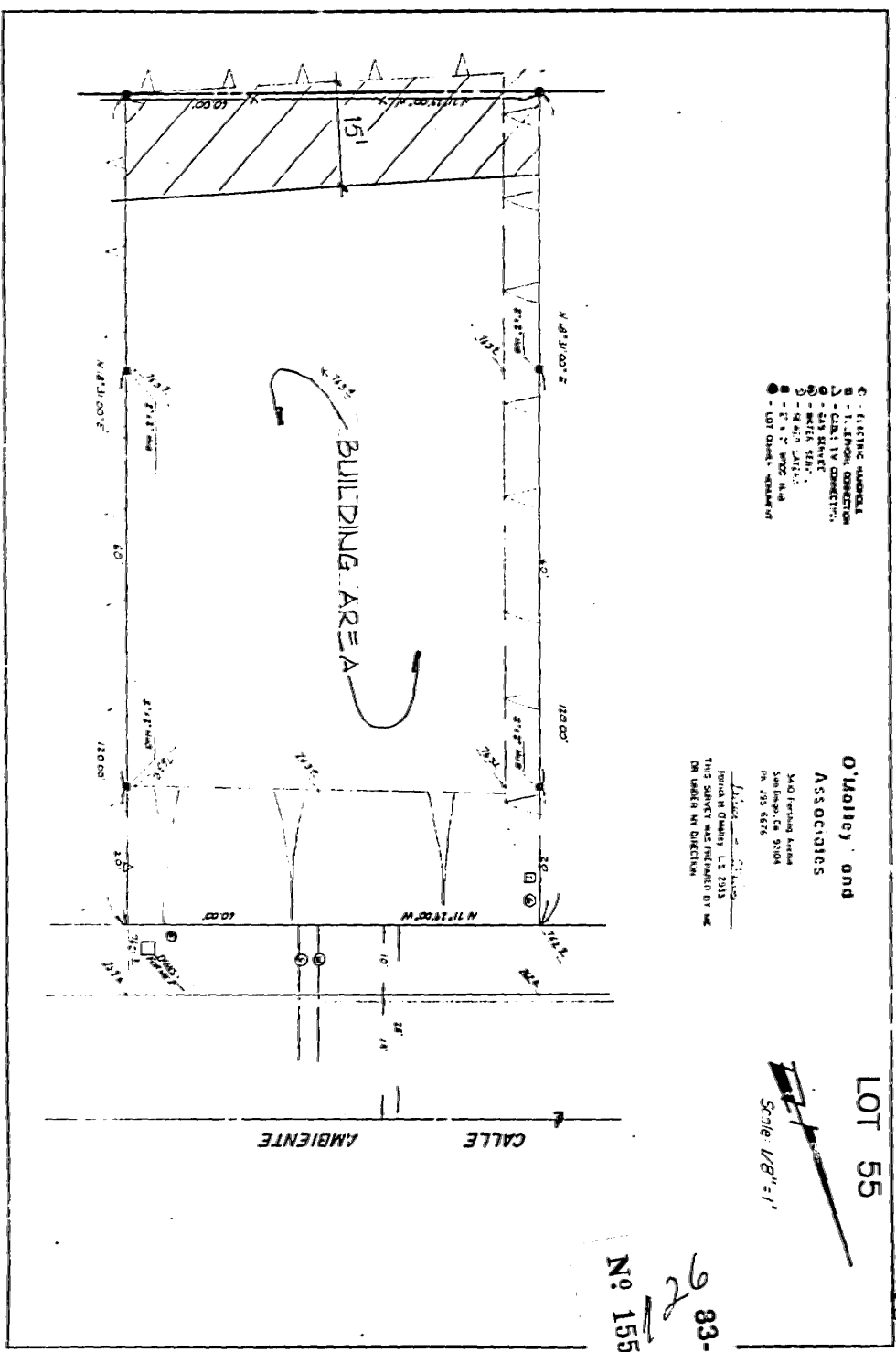
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-  NEIGHBORHOOD ASSOCIATION EASEMENT
-  COMMUNITY PERIMETER WALL

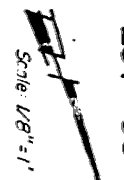
EXHIBIT A



- ⊙ - ELECTRIC MANDREL
- ⊖ - 1" LEMON CONNECTION
- ⊕ - GAS TV CONNECTION
- ⊗ - WATER METER
- ⊙ - 8" WATER METER
- ⊙ - 4" WATER METER
- ⊙ - 1" x 2" WOOD NAIL
- - LOT CORNER - UNPAVED

O'Malley and Associates
 340 Irving Avenue
 San Francisco 94104
 PH 328-6176

Insular Owners, L.S. 2033
 THIS SURVEY WAS PREPARED BY ME OR UNDER MY DIRECTION.



26 83-
 N° 155911

1684

ARCHITECT

LEGEND





-  BUILDING
-  SETBACK AND LANDSCAPE HEIGHT LIMIT OF 3'0"ll
-  NEIGHBORHOOD ASSOCIATION EASEMENT
-  COMMUNITY PERIMETER WALL

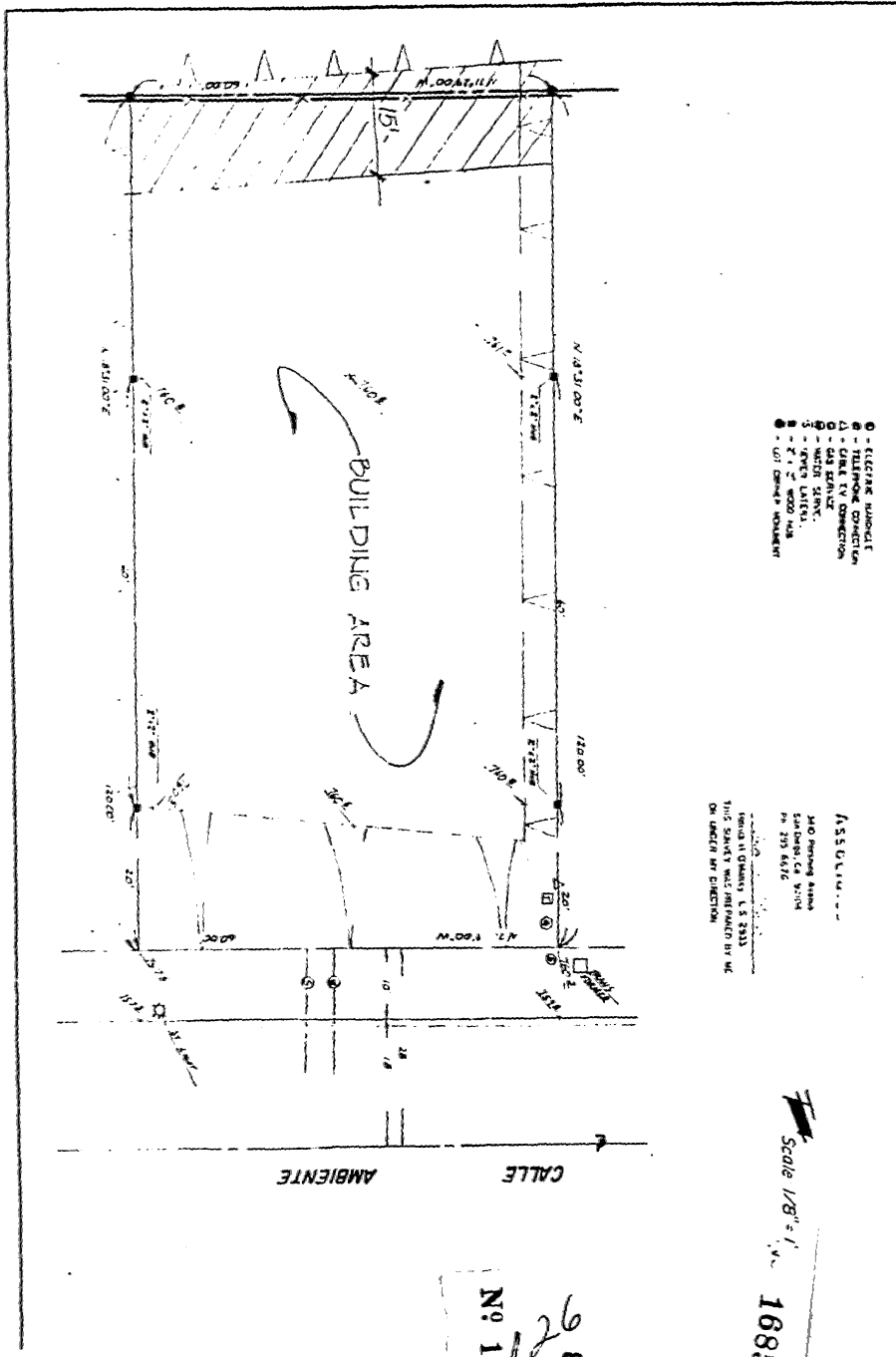
EXHIBIT A



- 0 - ELECTRIC SUBDUIT
- 1 - TELEPHONE CONNECTION
- 2 - CABLE TV CONNECTION
- 3 - GAS SERVICE
- 4 - WATER SERVICE
- 5 - SEWER LATERAL
- 6 - 2" x 2" WOOD NAIL
- 7 - UTI CEMENT MOUNTANT

ASSOCIATION
 3400 Pruning Service
 SAN DIEGO, CA 92104
 PH 233 8100

Formed by Owners L.S. 2833
 THIS PLANET WILL BE INTERPRETED BY ME
 ON UNDER MY DIRECTION.



No 155911

83-26

1685

Scale 1/8" = 1'-0"

1686

ARCHITECTURAL SURVEY OF BERNARDO HEIGHTS UNIT NO. 9 RESUB.

1687

LOT 57

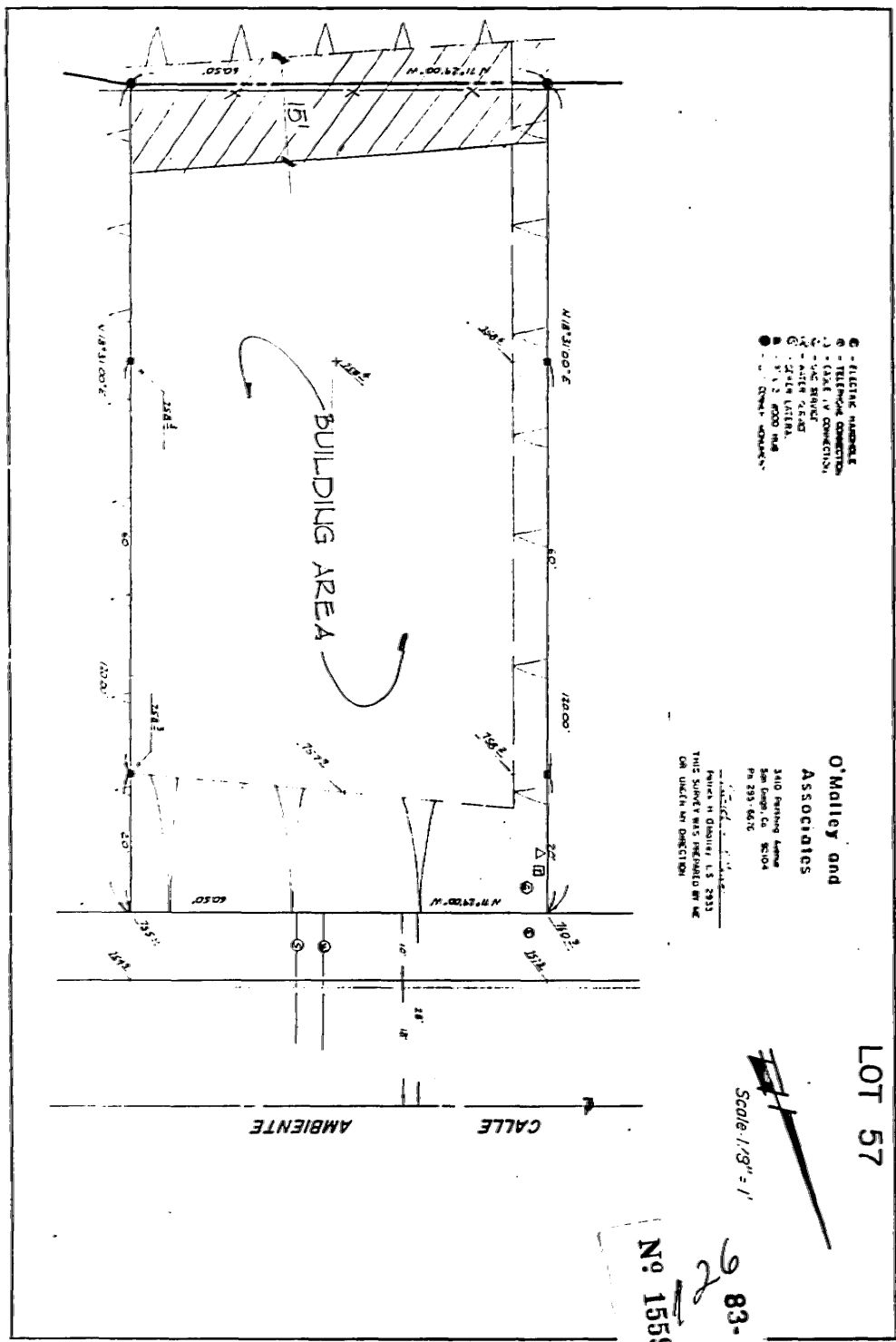
LEGEND

BUILDING
GETBACK AND
LANDSCAPE HEIGHT
LIMIT OF 3'-0"

NEIGHBORHOOD
ASSOCIATION
EASEMENT

COMMUNITY
PERIMETER
WALL

EXHIBIT A



- ① - EXISTING MARKERS
- ② - TELEPHONE CONNECTION
- ③ - EXIST. 'V' CONNECTION
- ④ - ONE BRANCH
- ⑤ - WATER HEAD
- ⑥ - WATER LATERAL
- ⑦ - 1" x 2" 9000 HAS
- ⑧ - 1" x 1" STREET CONNECTION

O'Malley and
Associates
3110 Parkway Lane
San Diego, CA 92104
PH 529-6610

Prepared by: O'Malley and Associates
Project No. 155911
Date: 11/15/83
This Survey was prepared by me
or under my direction

Scale: 1/8" = 1'

83-
No 155911



1688

ARCHITECTURAL SURVEY OF BERNARDO HEIGHTS UNIT NO. 9 RESUB.

1689

LEGEND





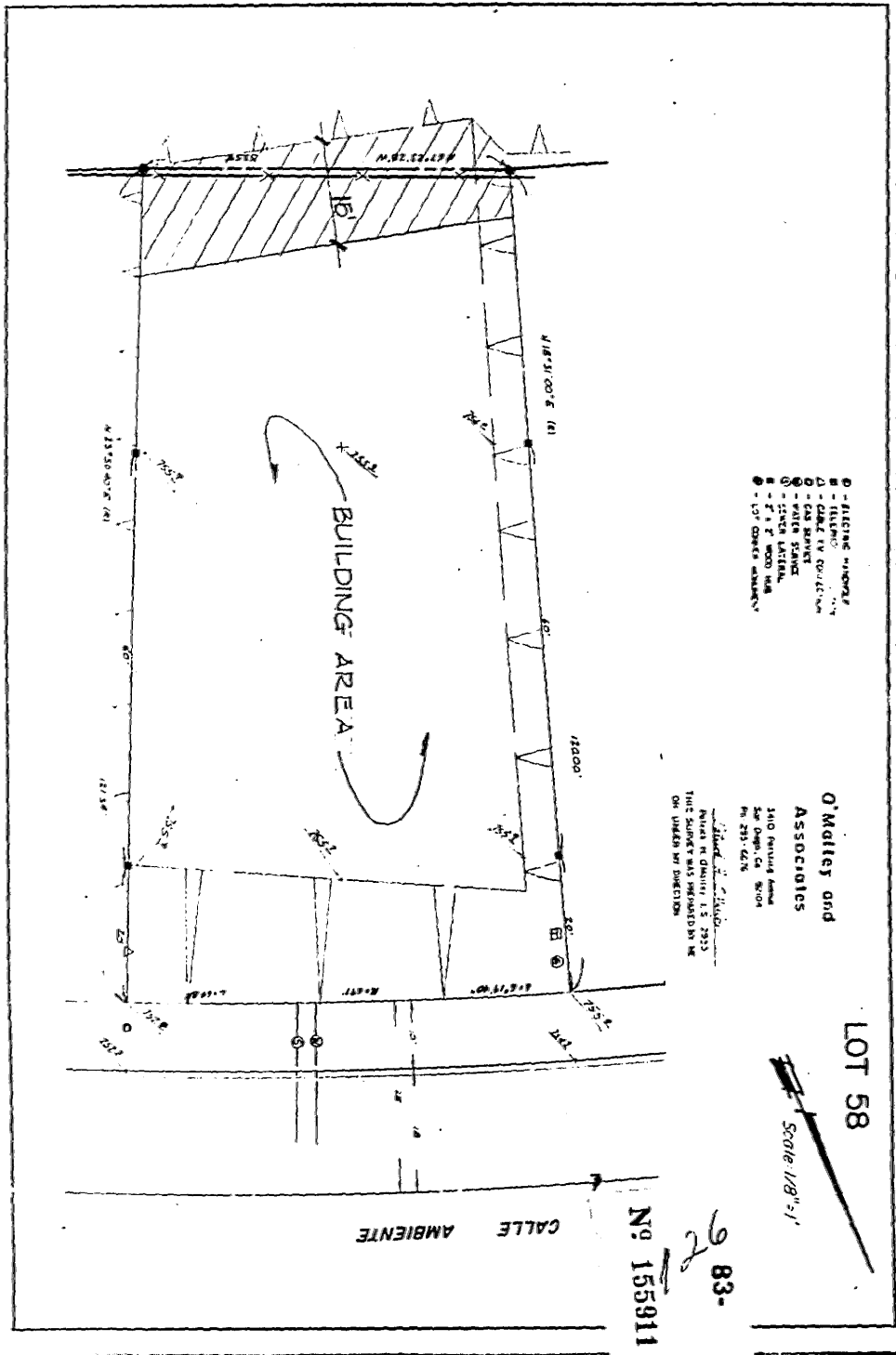
-  BUILDING
-  SETBACK AND LAUDSCAPE HEIGHT LIMIT OF 3'-0"
-  NEIGHBORHOOD ASSOCIATION EASEMENT
-  COMMUNITY PERIMETER WALL

EXHIBIT A



- - FILING NUMBER
- - ITEM
- △ - DATE BY CONSTRUCTION
- - GAS SERVICE
- - WATER SERVICE
- - SEWER SERVICE
- - 2" COOD MARK
- - 1" COOD MARK
- - 1/2" COOD MARK

O'Malley and Associates
 1410 Miraloma Road
 San Diego, CA 92104
 Tel. 235-6476

Fielded by: O'Malley and Associates
 Printed on January 15, 1983
 THIS SURVEY WAS PREPARED BY ME
 OR UNDER MY SUPERVISION

LOT 58

Scale 1/8"=1'

83-26

No. 155911

CALLE AMBIENTE

1690

ARCHITECTURAL SURVEY OF BERNARDO HEIGHTS UNIT NO. 9 RESUB.

1691

LOT 59

Scale: 1/8" = 1'

26 83-

No 155911

O'Malley and Associates
1940 Pinedale Avenue
San Diego, CA 92104
Ph 235-6616

Felicia J. Siano
Surveyor
1940 W. GaitHER, L.S. 2033
THIS SURVEY WAS PREPARED BY ME
OR UNDER MY DIRECTION.

- - ELEC. HANDSET
- - TELEPHONE CONNECTION
- △ - GAS TAP
- ◇ - WATER TAP
- - SEWER TAP
- - SEWER LATERAL
- - F. T. WORK MARK
- - LOT CORNER

LEGEND





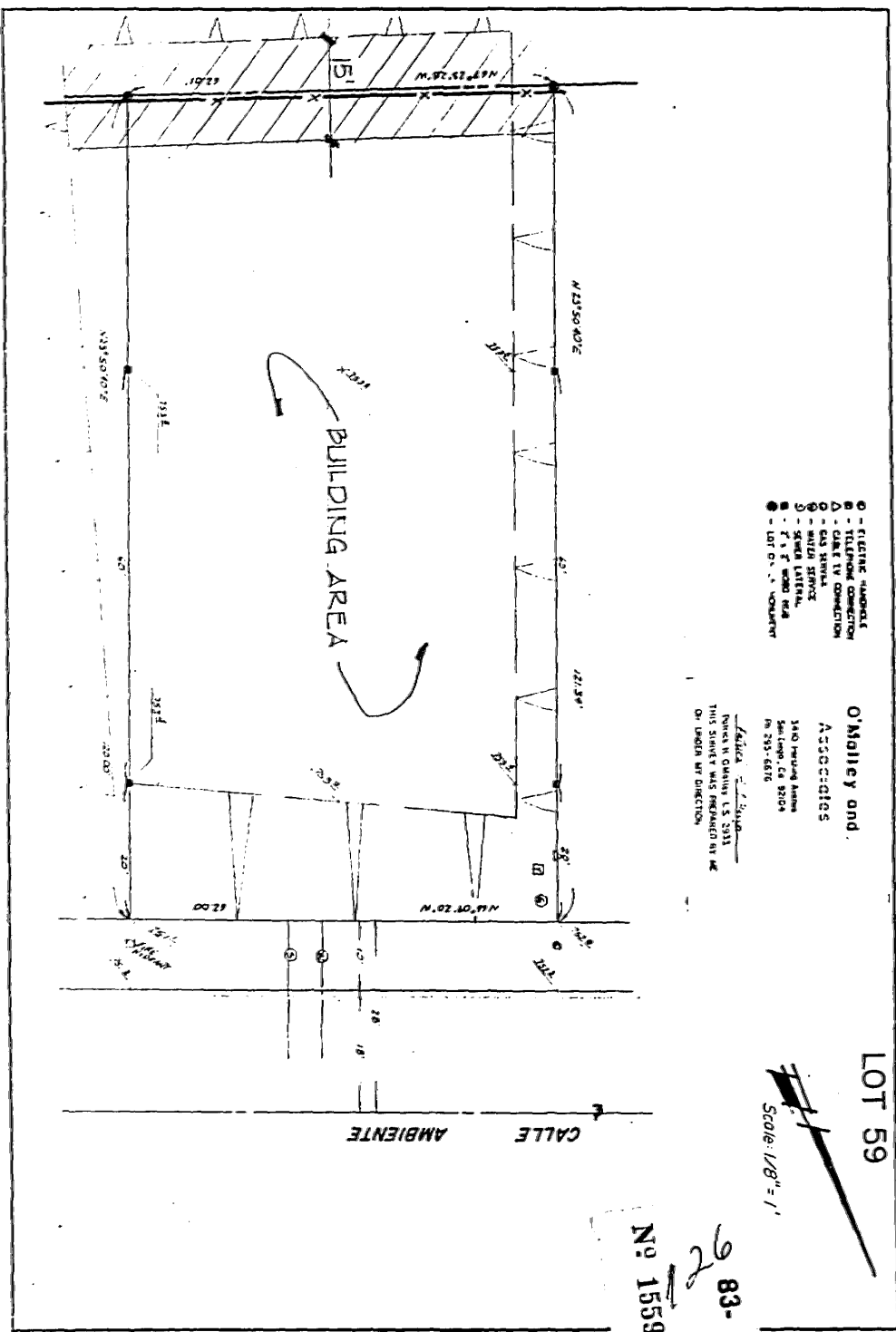
-  BUILDINGS
-  SETBACK AND LANDSCAPE HEIGHT LIMIT OF 3' 0" II
-  NEIGHBORHOOD ASSOCIATION EASEMENT
-  COMMUNITY PERIMETER WALL

EXHIBIT A



5 10 15 20 30'

16932

ARCHITECTURAL SURVEY OF BERNARDO HEIGHTS UNIT NO. 9 RESUB

LOT 60

1693

LEGEND




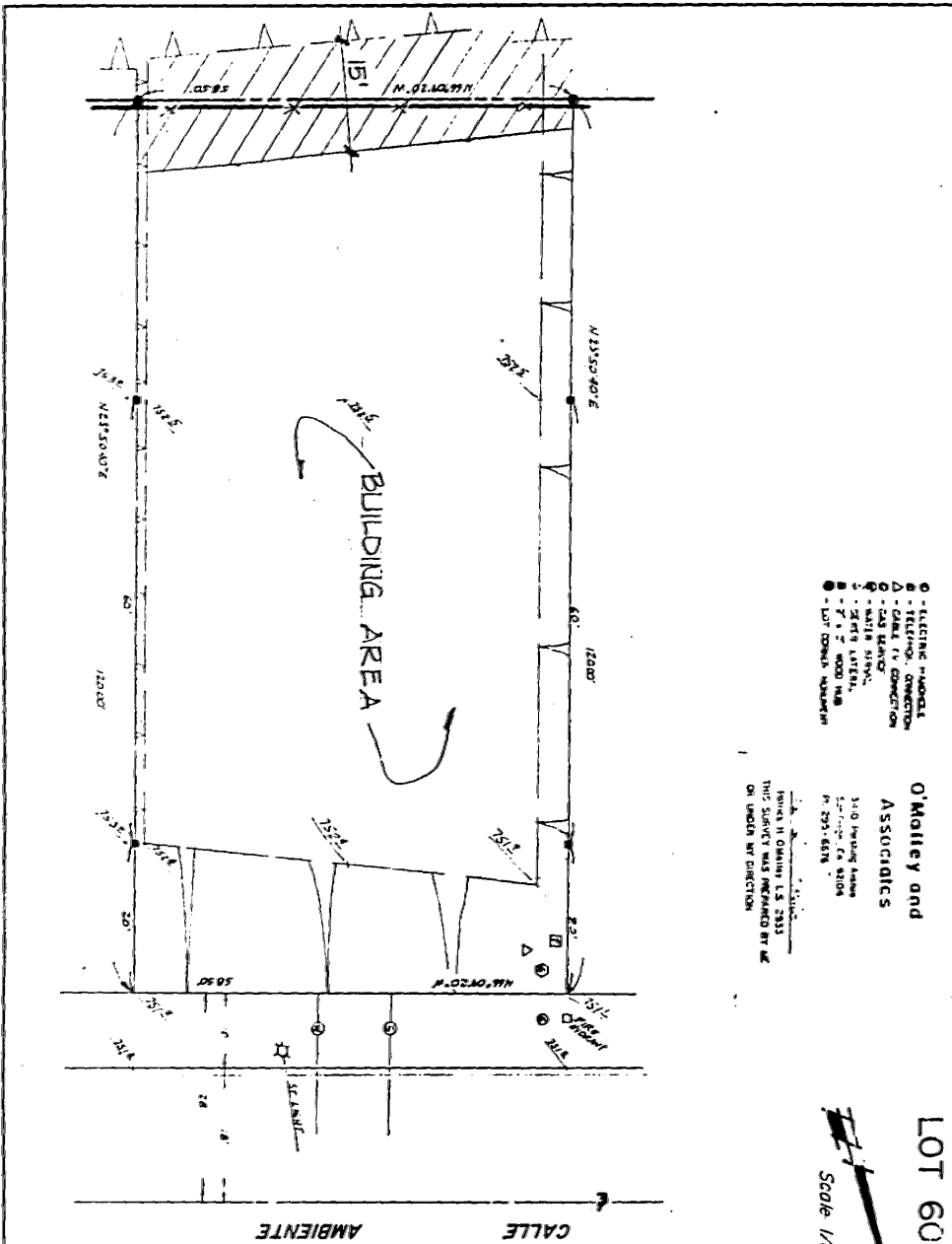
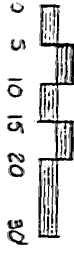
-  BUILDING SETBACK AND LANDSCAPE HEIGHT LIMIT OF 3'-0"
-  NEIGHBORHOOD ASSOCIATION EASEMENT
-  COMMUNITY PERIMETER WALL

EXHIBIT A



- - ELEC. PANEL
- △ - GAS METER
- - GAS METER CONNECTION
- - WATER METER
- - WATER METER CONNECTION
- - STREET LIGHT
- - 2" x 2" WOOD SIGN
- - LOT CORNER MARKER

O'Malley and ASSOCIATES

Project: 11, O'Malley, L.S. 2933
THIS SURVEY WAS PREPARED BY ME OR UNDER MY DIRECTION

Scale 1/8" = 1'

26
83-
No 155911

1691

ARCHITECTURAL SURVEY OF BERNARDO HEIGHTS UNIT NO. 9 RESUB.

1695

LEGEND



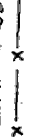
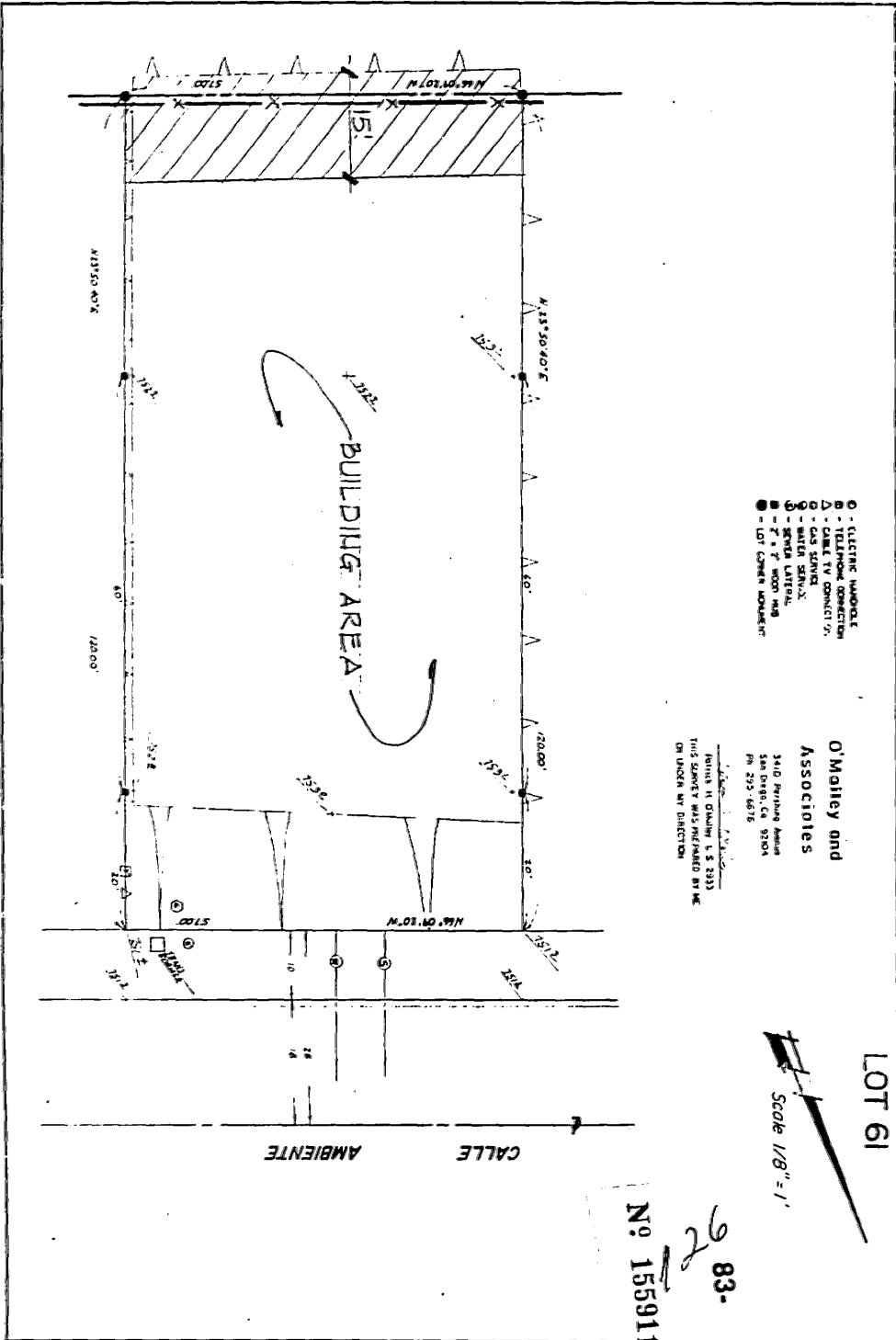
-  BUILDING SETBACK AND LANDSCAPE HEIGHT LIMIT OF 3.011
-  NEIGHBORHOOD ASSOCIATION EASEMENT
-  COMMUNITY PERIMETER WALL

EXHIBIT A



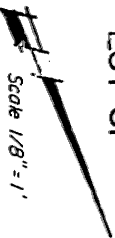
- - ELECTRIC MANDOLET
- △ - TELEPHONE CONNECTION
- - CABLE TV CONNECTION
- ◇ - GAS SERVICE
- ◇ - WATER SERVICE
- ◇ - SEWER LATERAL
- ◇ - 7" x 7" WOOD NAIL
- - LOT CORNER MONUMENT

O'Malley and Associates

1440 Parkway Avenue
San Diego, CA 92104
PH: 292-16276

Printed by O'Malley & S. 2013
THIS SURVEY WAS PREPARED BY ME
ON UNDER MY DIRECTION

LOT 6I



No. 155911

26 83-

1696

ARCHITECTURAL SURVEY OF BERNARDO HEIGHTS UNIT NO. 9 RESUB.

1697

LOT 62

O'Malley and Associates
3410 Parkside Lane
San Diego, CA 92108
PH: 233-6616

Prepared by: [Signature]
Reviewed by: [Signature]
THIS SURVEY WAS PREPARED BY ME ON UNDER MY DIRECTION

Scale: 1/8" = 1'-0"

83-

No. 155911

LEGEND



BUILDINGS
GETBACK AND
LAUNDRAGE HEIGHT
LIMIT OF 3'-0"

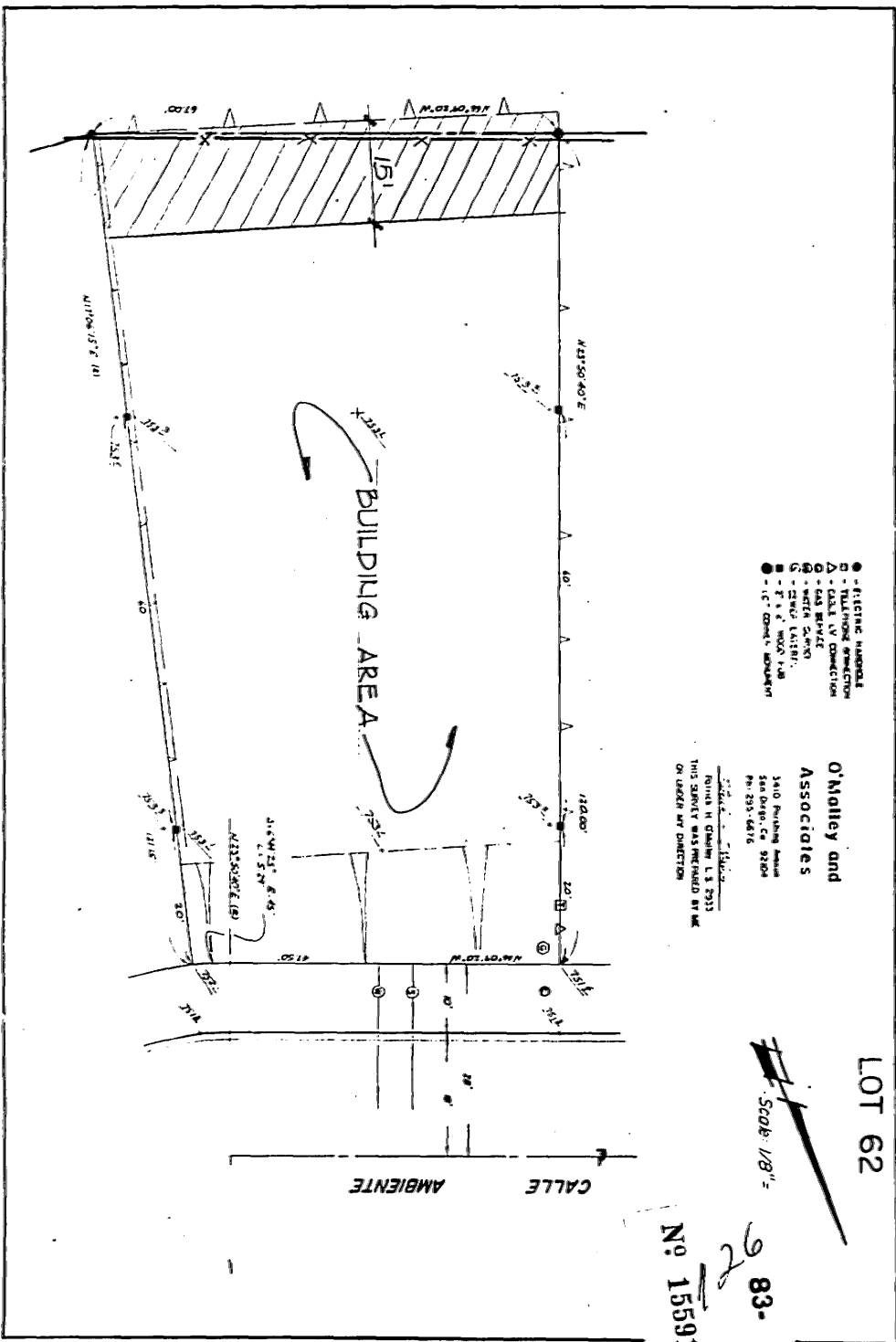


NEIGHBORHOOD
ASSOCIATION
EASEMENT



COMMUNITY
PERIMETER
WALL

EXHIBIT A



1693

ARCHITECTURAL SURVEY OF BERNARDO HEIGHTS UNIT NO. 9 RESUB.

1699

LOT 63

O'Malley and Associates

- - ELECTRIC HANDRAIL
- - TELEPHONE CONNECTION
- △ - CABLE TV CONNECTION
- - GAS SERVICE
- - WATER SERVICE
- - SCHEDULE LATERAL
- - 7" x 7" WOOD NAIL
- - 1" x 1" WOOD NAIL

3410 Harding Avenue
San Diego, CA 92104
PH 235-6474

Scale: 1/8" = 1'

83-

No 155911

Survey in Compliance with S.B. 2233
THIS SURVEY WAS PREPARED BY ME
OR UNDER MY DIRECTION

LEGEND



BUILDING
SETBACK AND
LANDSCAPE HEIGHT
LIMIT OF 3'-0"

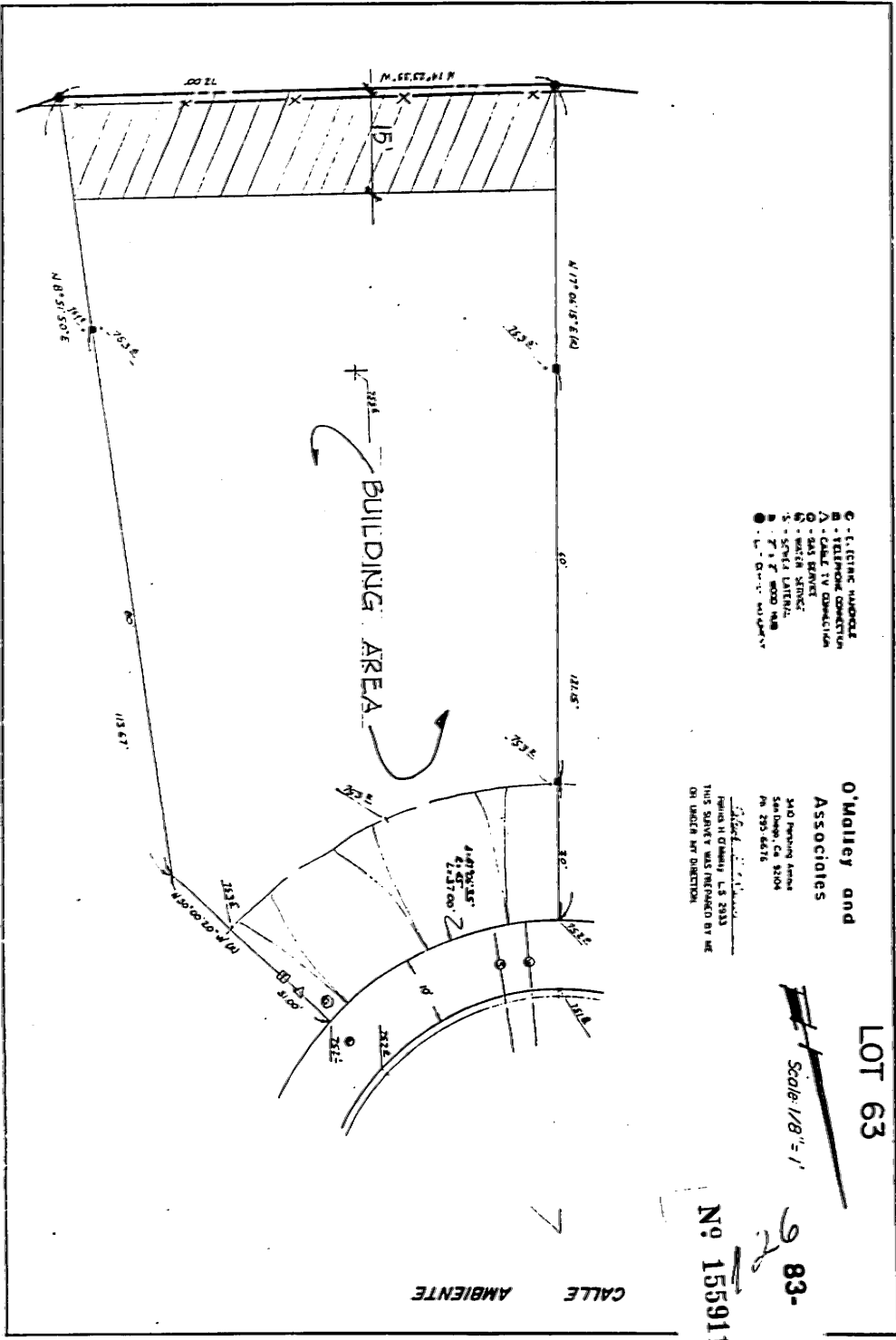


NEIGHBORHOOD
ASSOCIATION
EASEMENT



COMMUNITY
PERIMETER
WALL

XHIBIT A



1700

ARCHITECTURAL SURVEY OF BERNARDO HEIGHTS UNIT NO. 9 RESUB.

LOT 64

1701

Scale: 1/8" = 1'

No 155911

26 83-

LEGEND





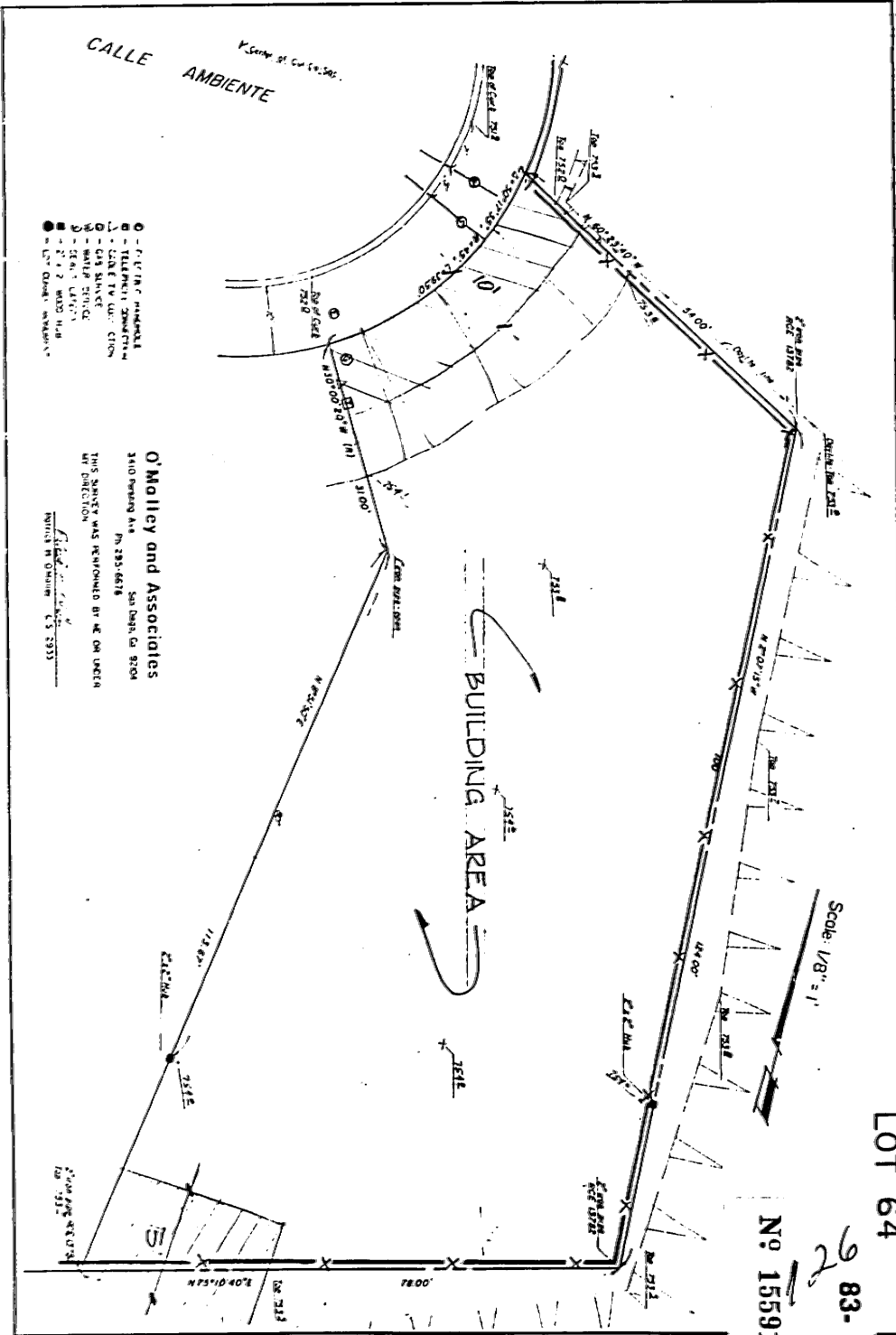
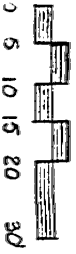
-  BUILDING
-  SETBACK AND LAUDSCAPE HEIGHT LIMIT OF 31'011
-  NEIGHBORHOOD ASSOCIATION EASEMENT
-  COMMUNITY PERIMETER WALL

EXHIBIT A



- - PLAIN SYMBOL
- - TELEPHONE CONNECTION
- - CANTILEVER CONNECTION
- - WALL SYMBOL
- - DECK SYMBOL
- - 2" x 2" WOOD SIGN
- - LOT CORNER MARKERS

O'Malley and Associates
 3410 Seping Ave. San Diego, CA 92104
 Ph: 235-6678

THIS SURVEY WAS PERFORMED BY ME ON LOCUS
 BY DIRECTION

[Signature]
 MICHAEL W. O'MALLEY, S 2933

1702

ARCHITECTURAL SURVEY OF BERNARDO HEIGHTS UNIT NO. 9 RESUB.

1703

LOT 65

- - ELECTRIC MOUNT
- - TELEPHONE CONNECTION
- - CABLE TV CONNECTION
- - GAS SERVICE
- - WATER SERVICE
- - STEEL LATERAL
- - 2" x 2" WOOD NAIL
- - LOT CORNER MARKER

O'Malley and Associates
 3410 Parkway Avenue
 San Diego, CA 92104
 PH 293-6276

Surveyed by:
 Francis H. O'Malley, L.S. 2933
 THIS SURVEY WAS PREPARED BY ME
 OR UNDER MY DIRECTION

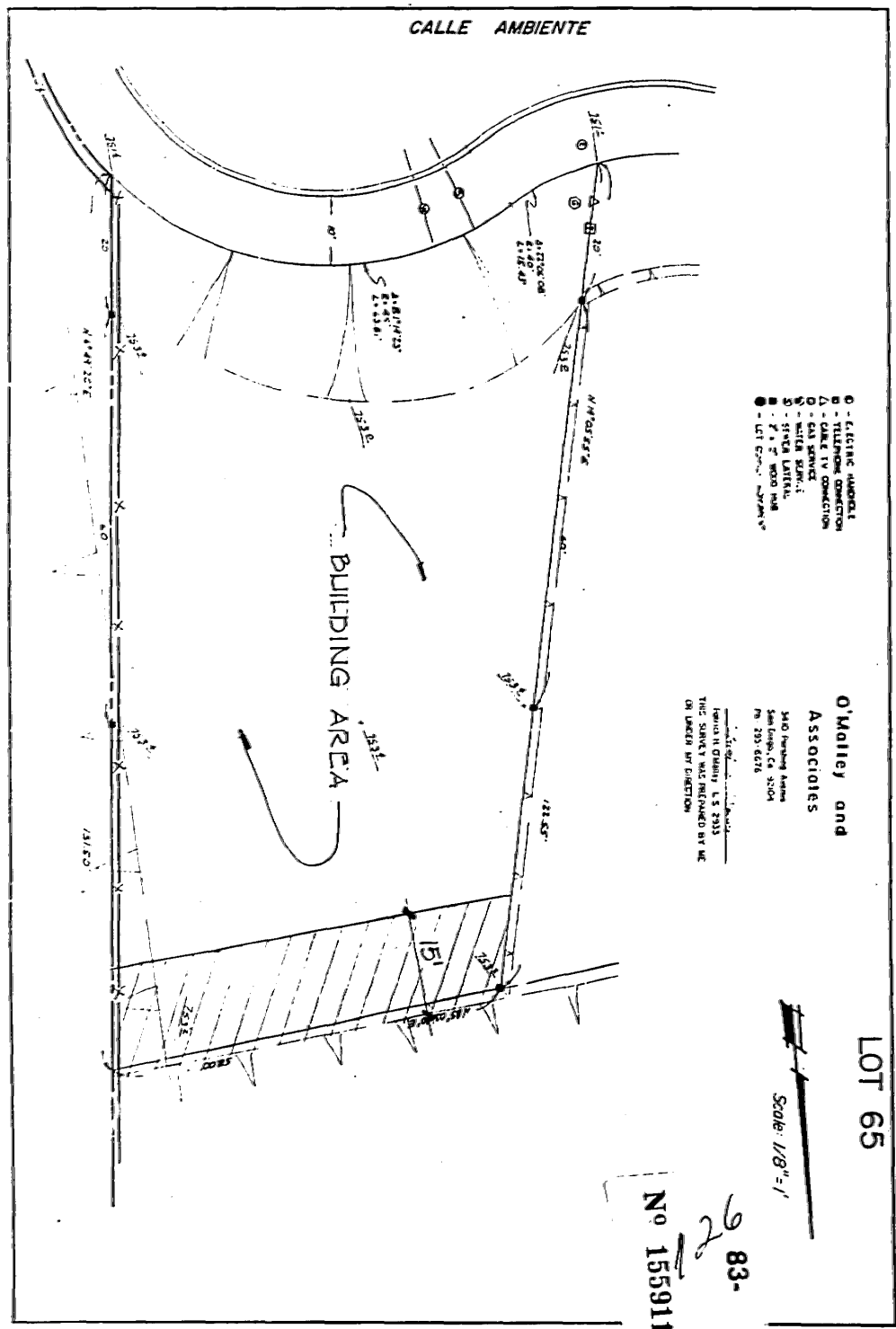
Scale: 1/8" = 1'

26 83-
 No 155911

LEGEND

- BUILDINGS
- SETBACK AND LANDSCAPE HEIGHT LIMIT OF 3'-0"
- NEIGHBORHOOD ASSOCIATION EASEMENT
- COMMUNITY PERIMETER WALL

EXHIBIT A



1706

1704

ARCHITECTURAL SURVEY OF BERNARDO HEIGHTS UNIT NO. 9 RESUB.

1705

LOT 66

26 83-

Scale: 1/8" = 1' No. 155911

LEGEND





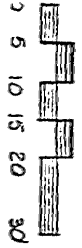
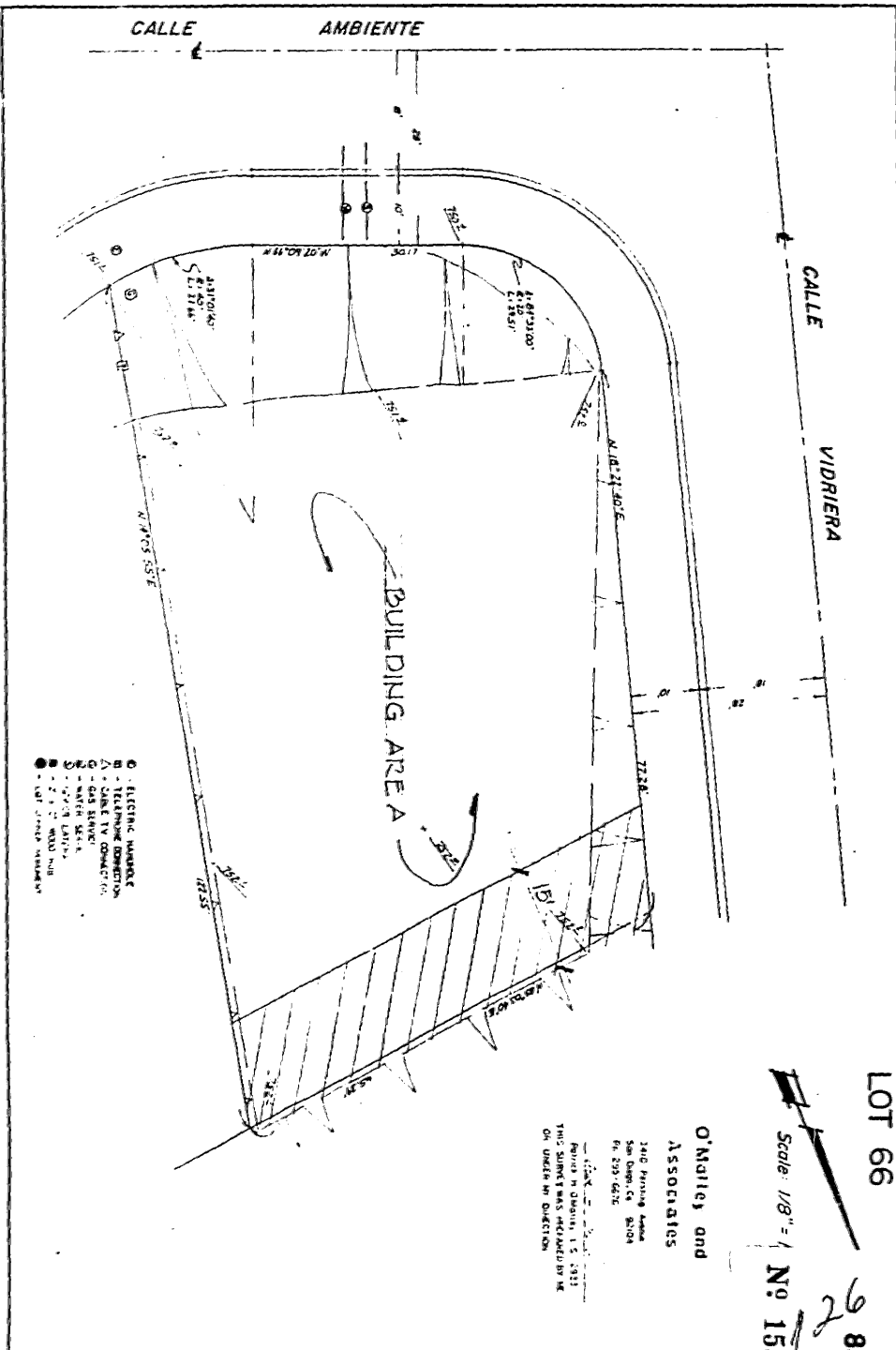
-  BUILDING
-  SETBACK AND LANDSCAPE HEIGHT LIMIT OF 3'-0"
-  NEIGHBORHOOD ASSOCIATION EASEMENT
-  COMMUNITY PERIMETER WALL

EXHIBIT A



O'Malley and
 Associates
 3400 Prising Avenue
 San Diego, CA 92104
 Tel. 233-6676

Prepared by: O'Malley and Associates
 Date: 11/15/83
 THIS SURVEY WAS PREPARED BY ME
 ON UNDER MY DIRECTION

1706

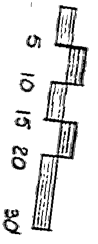
LEGEND

BUILDINGS
GETBACK AND
LANDSCAPE HEIGHT
LIMIT OF 3:011

NEIGHBORHOOD
ASSOCIATION
EASMENT

COMMUNITY
PERIMETER
WALL

EXHIBIT A

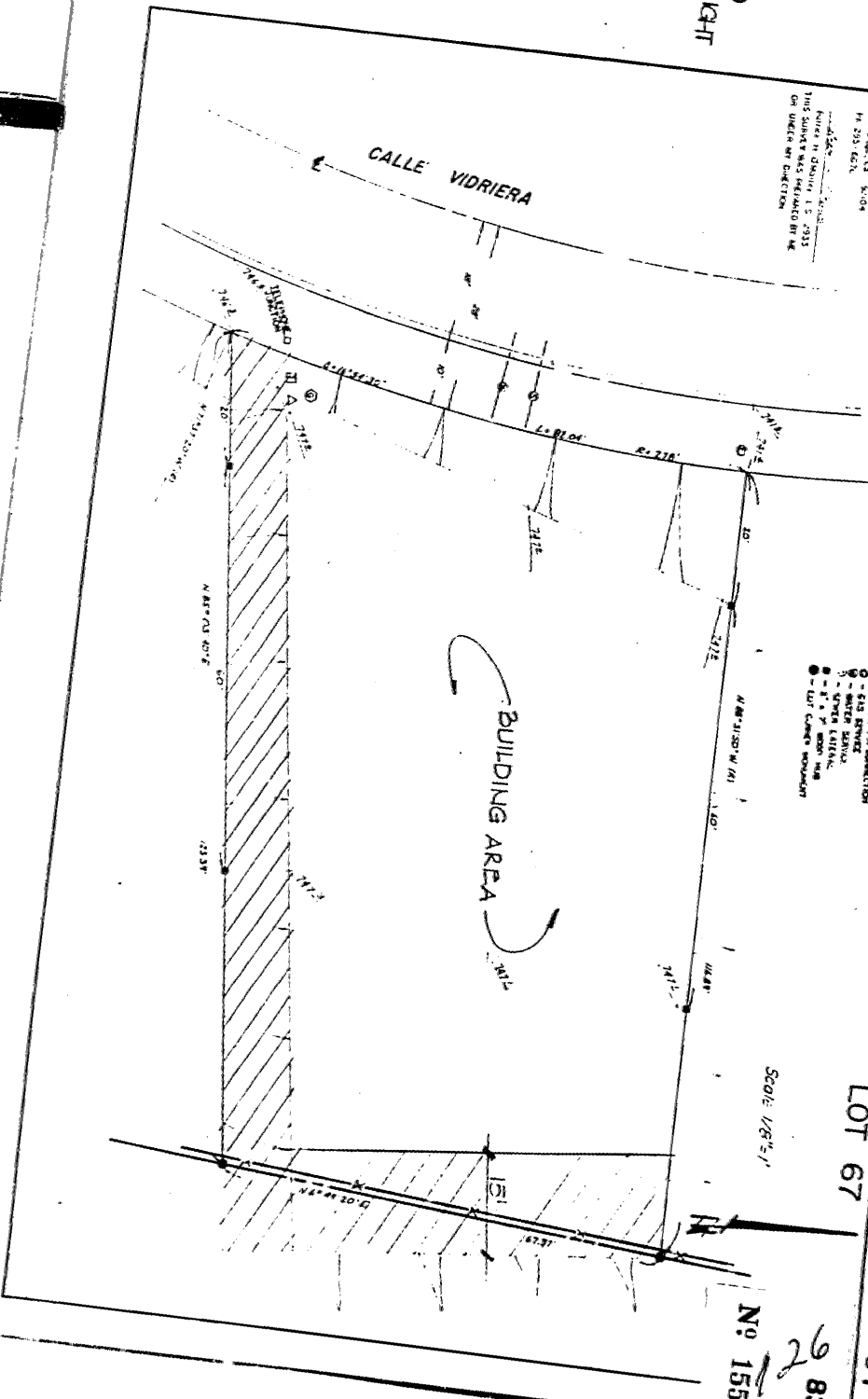


ARCHITECTURAL SURVEY OF BERNARDO HEIGHTS UNIT NO. 9 RESUB.

O'Malley and
Associates
340 Irving Road
San Diego, CA 92104
Tel. 234-6274

Project No. O'Malley 1706
This Survey was prepared by me
on under my direction

- - ELEC. HANDOFF
- △ - TIE TO CORNER
- - ELEC. CONNECTION
- - GAS SERVICE
- - WATER SERVICE
- - SEWER SERVICE
- - UTILITY SERVICE
- - LOT CORNER MONUMENT



No. 155911

26 83-

1707

1708

ARCHITECTURAL SURVEY OF BERNARDO HEIGHTS UNIT N

No 155911

83-26

LOT 68

1709

LEGEND





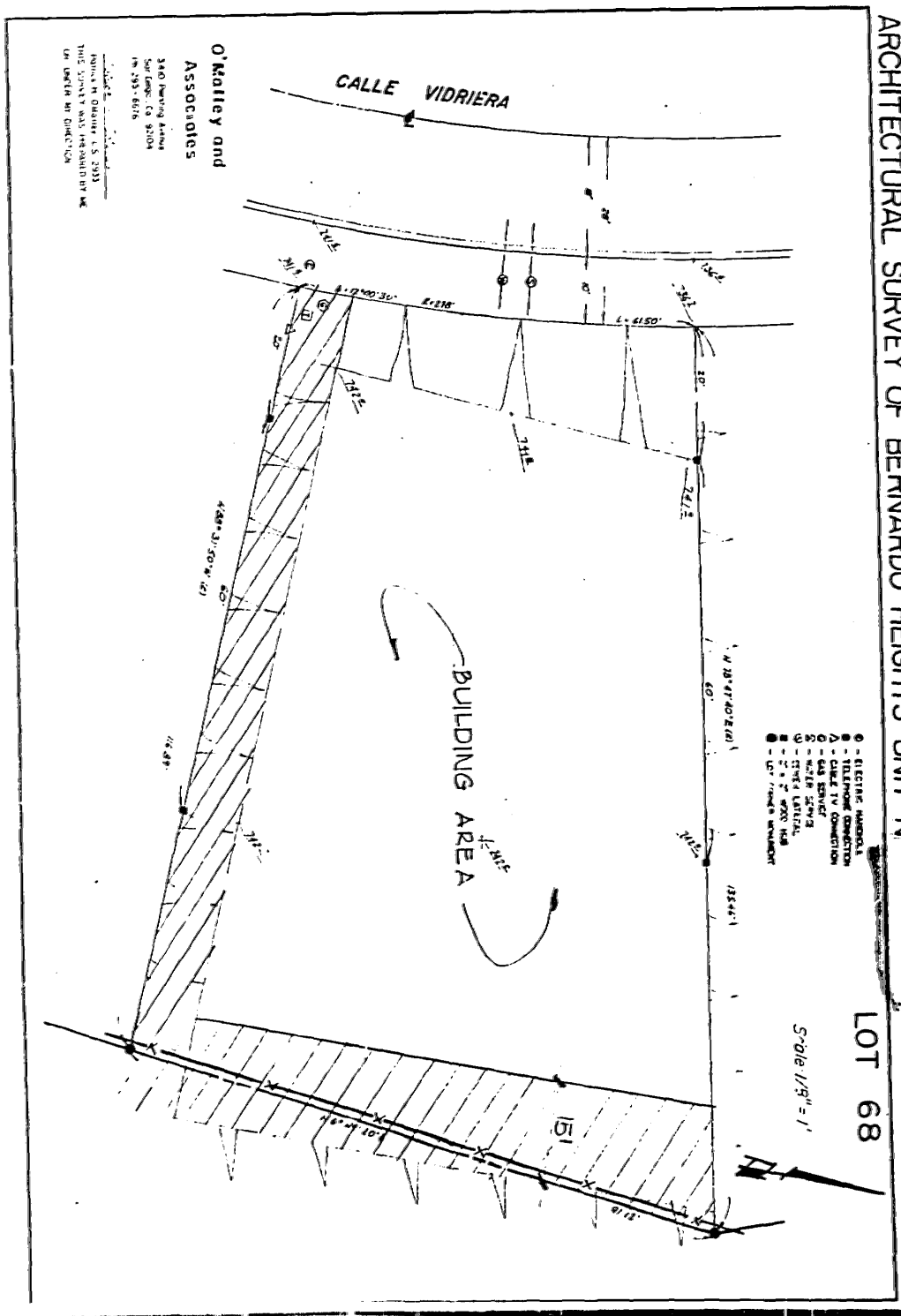
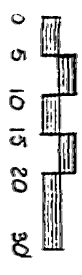
-  BUILDING
-  GETBACK AND LAUDSCAPE HEIGHT LIMIT OF 31-011
-  NEIGHBORHOOD ASSOCIATION EASEMENT
-  COMMUNITY PERIMETER WALL

EXHIBIT A



O'Malley and Associates
 3860 Hunting Avenue
 San Diego, CA 92108
 Tel. 595-8578

DATE: 11/15/83
 THIS SURVEY WAS PREPARED BY ME
 IN ACCORDANCE WITH THE
 SURVEYING ACT OF 1967

- - ELECTRIC MANDOL
- - TELEPHONE CONNECTION
- △ - CABLE TV CONNECTION
- - GAS SERVICE
- - WATER SERVICE
- - SEWER SERVICE
- - STREET LIGHTING
- - 2" x 2" WOOD SIGN
- - 1" x 1" WOOD SIGN

Scale 1/8" = 1'

1710

ARCHITECTURAL SURVEY OF BERNARDO HEIGHT No. 155911

83-26

9 RESUB

LOT 69

1711

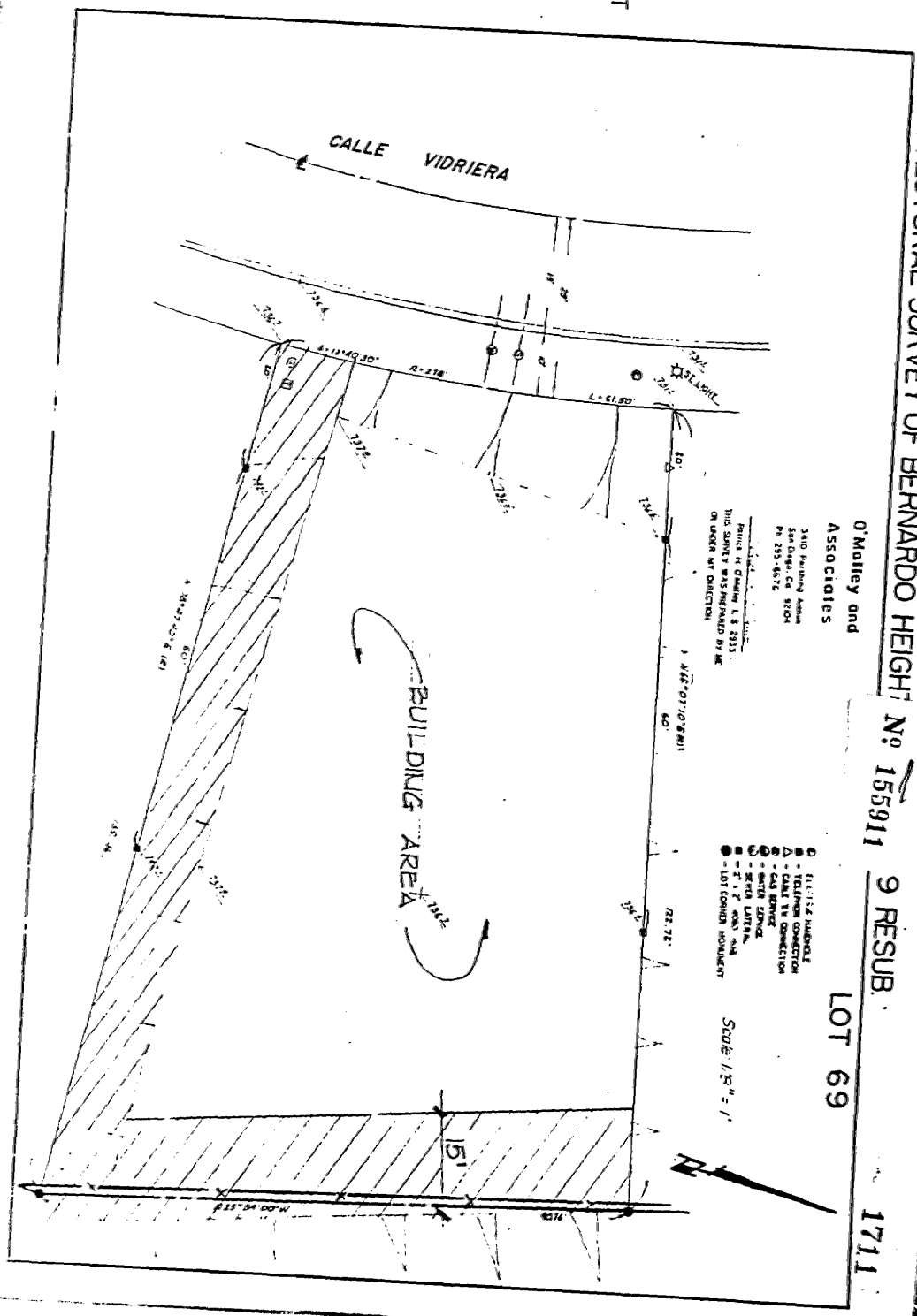
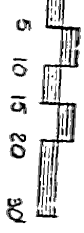
LEGEND

BUILDING SETBACK AND LANDSCAPE HEIGHT LIMIT OF 3'-0"

NEIGHBORHOOD ASSOCIATION EASEMENT

COMMUNITY PERIMETER WALL

EXHIBIT A



O'Malley and Associates

3410 Parkview Avenue San Diego, CA 92104 PH 235-6476

THIS SURVEY WAS PREPARED BY ME OR UNDER MY DIRECTION

- - TELEPHONE
- △ - CABLE TV CONNECTION
- - GAS SERVICE
- ◇ - WATER SERVICE
- - SEWER LATERAL
- - 2" x 4" (40#) WALL
- - LOT BOUNDARY HOUSING

Scale: 1/8" = 1'

1713

ARCHITECTURAL SURVEY OF BERNARDO HEIGHTS UNIT N N^o 155911

O'Malley and ASSOCIATES

340 Irving Avenue
San Diego, CA 92104
Ph 235 6676

Prepared by:
MIRIAM H. O'MALLEY, L.S. 2533
TH. S. SHAW, L.S. 2533
BY ORDER OF DIRECTOR

- - ELECTRIC METER
- - TELEPHONE CONNECTION
- △ - GAS METER
- ◇ - CABLE TV CONNECTION
- ⊙ - WATER TANK
- ⊗ - SEWER TANK
- ⊕ - 2" x 2" - 4000 HAS
- - LOT CORNER MONUMENT

Scale 1/8" = 1'

LOT 70

1713

LEGEND




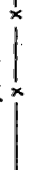
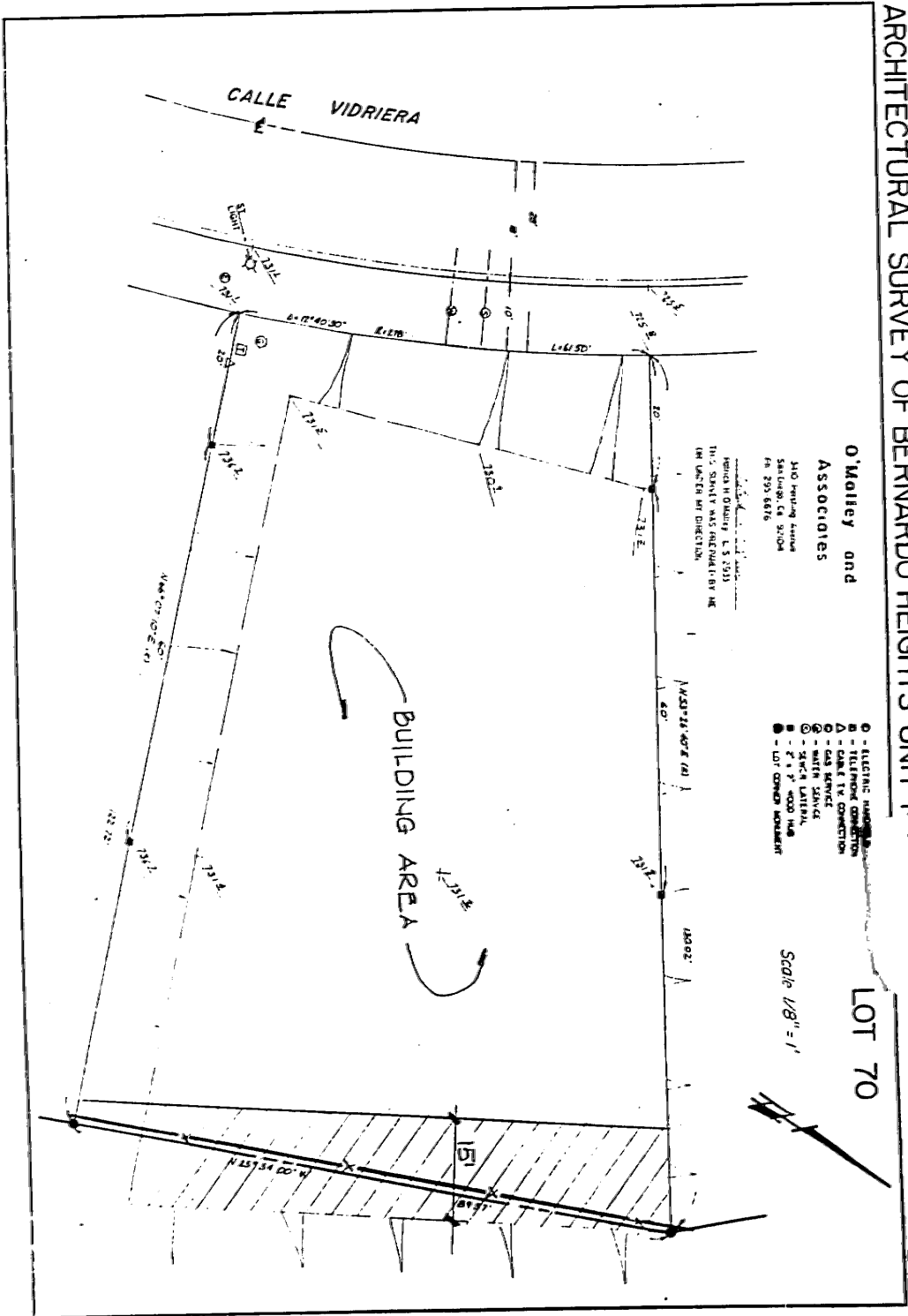
-  BUILDING
-  BACKTRACK AND LANDSCAPE HEIGHT LIMIT OF 3'-0"
-  NEIGHBORHOOD ASSOCIATION EASEMENT
-  COMMUNITY PERIMETER WALL

EXHIBIT A



92-83-

1714

ARCHITECTURAL SURVEY OF BERNARDO HEIGHTS U N° 155911 SUB.

LOT 71

1715

- ⊖ - ELECTRIC MOUNT
- ⊖ - TELEPHONE CONNECTION
- ⊖ - CABLE CONNECTION
- ⊖ - GAS SERVICE
- ⊖ - WATER SERVICE
- ⊖ - SEWER LATERAL
- ⊖ - 2" x 2" WOOD NAIL
- ⊖ - LOT DIMENSION MONUMENT

O'Malley and
ASSOCIATES
1410 Irving Avenue
San Diego, CA 92104
PH 293-6576

Prepared by: J. J. ...
Checked by: ...
Date: ...
THIS SURVEY WAS PERFORMED IN ACCORDANCE WITH THE SURVEYING ACT OF 1907 AND THE SURVEYING ACT OF 1934.

Scale: 1/4" = 1'

LEGEND





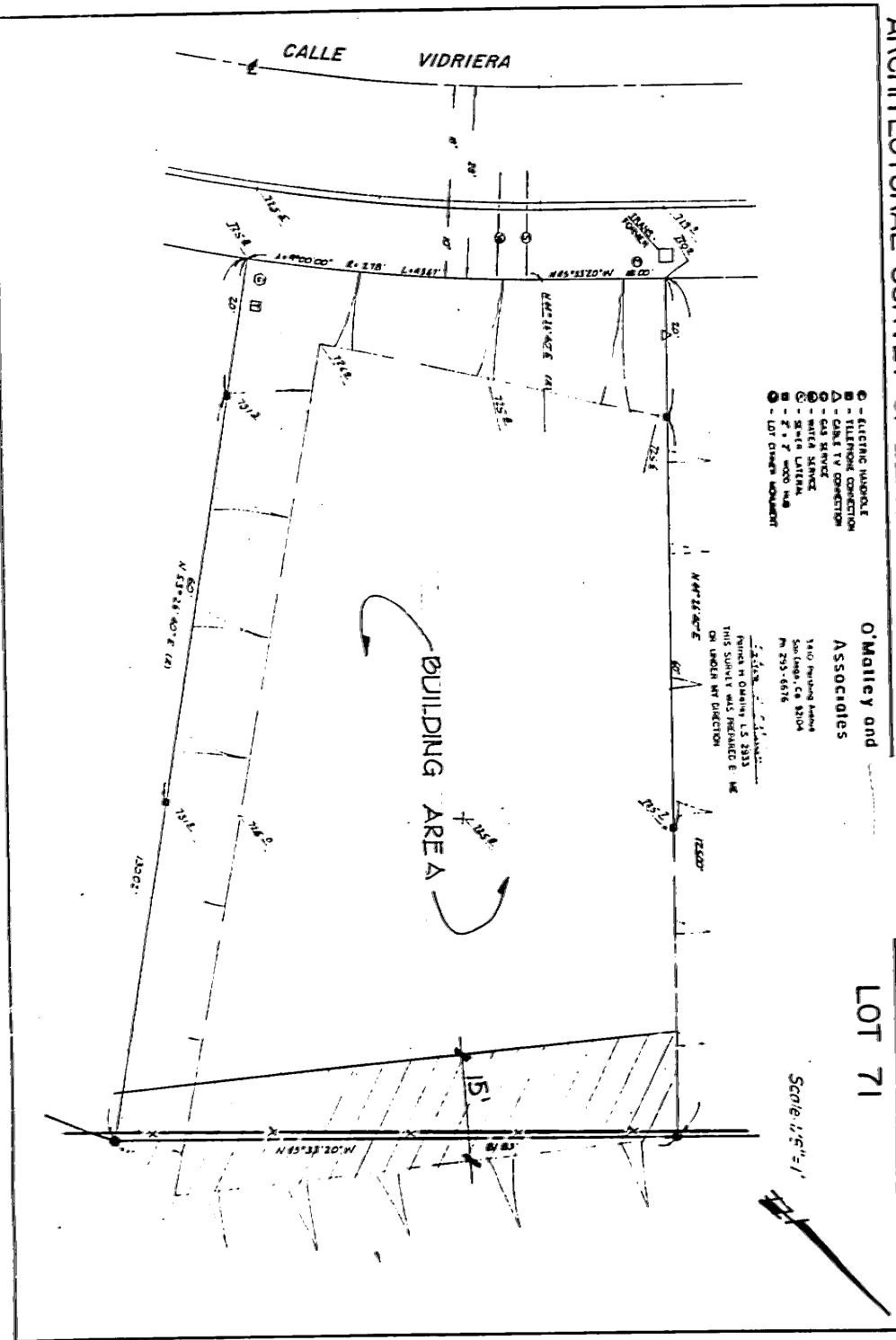
-  BUILDING
-  NEIGHBORHOOD ASSOCIATION EASEMENT
-  COMMUNITY PERIMETER WALL
-  BUILDING SETBACK AND LANDSCAPE HEIGHT LIMIT OF 3'-0"

EXHIBIT A



983-26

1716

ARCHITECTURAL SURVEY OF BERNARDO HEIGHTS UN No 155911 IUB. 1717

926
83-

LOT 72

LEGEND




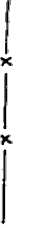
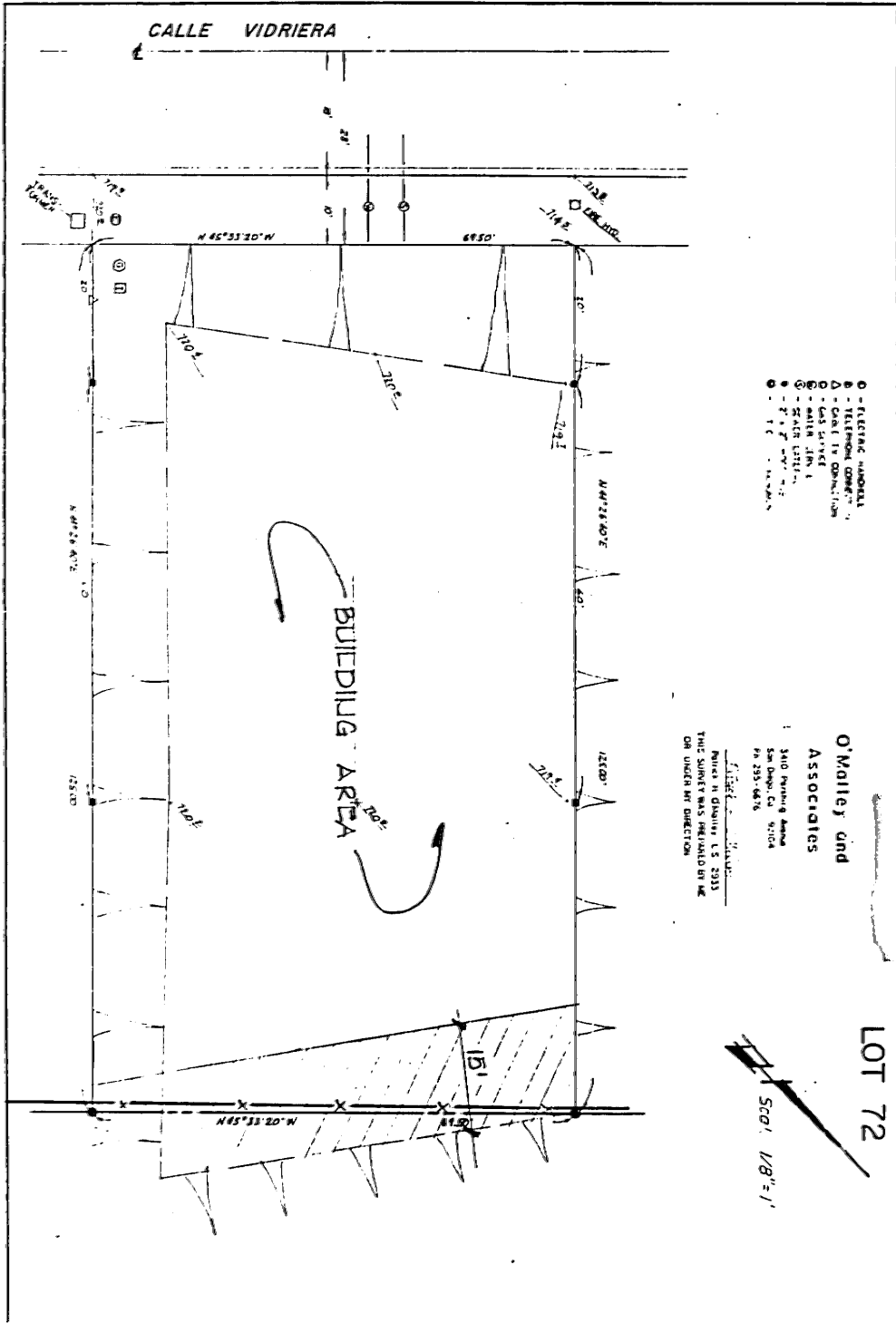
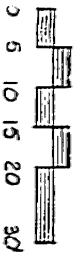








-  BUILDING
-  SETBACK AND LAWSCAPE HEIGHT LIMIT OF 3'-0" ||
-  NEIGHBORHOOD ASSOCIATION EASEMENT
-  COMMUNITY PERIMETER WALL

EXHIBIT A



-  0 - ELECTRIC MASTS
-  1 - TELEPHONE CONDUIT
-  2 - GAS TO CONNECTION
-  3 - WATER METER
-  4 - SINK
-  5 - SINK LITTLE
-  6 - FLOOR
-  7 - E

O'Malley and
Associates
3410 Faring Avenue
San Diego, CA 92104
PH 235-0478

Plotted by: [Signature]
Checked by: [Signature]
Printed in January, 1983
THIS SURVEY WAS PREPARED BY ME
OR UNDER MY DIRECTION.

Scale 1/8"=1'

1718

ARCHITECTURAL SURVEY OF BERNARDO HEIGHTS UNIT NO. 9 RESUB.

1719

LEGEND



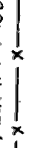
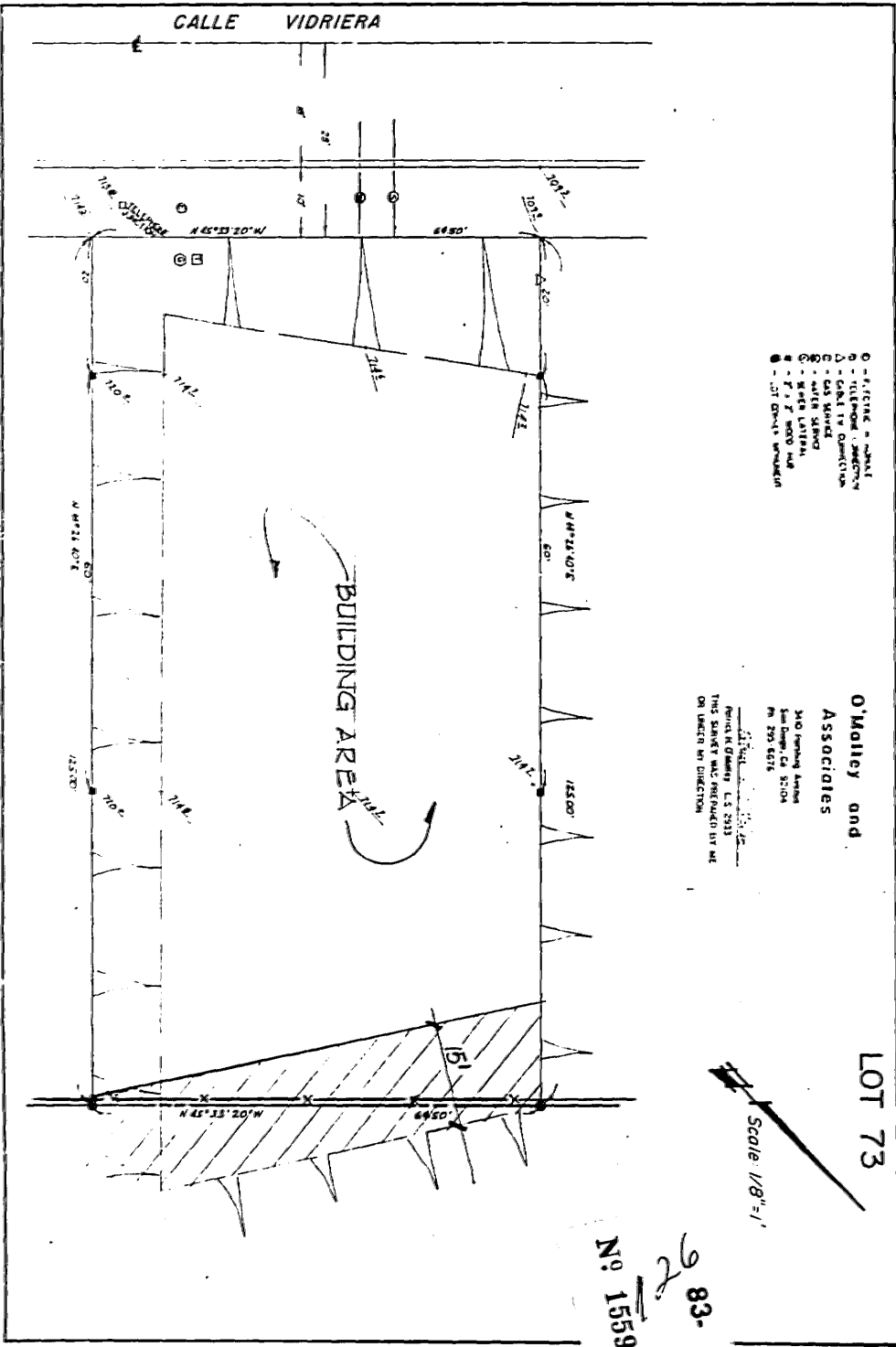
-  BUILDING SETBACK AND LANDSCAPE HEIGHT LIMIT OF 3'-0"
-  NEIGHBORHOOD ASSOCIATION EASEMENT
-  COMMUNITY PERIMETER WALL

EXHIBIT A



- 0 - EXISTING - CHALK
- 1 - TITLEBLOCK - DASHED
- 2 - CALIBER - DASHED
- 3 - GAS SERVICE
- 4 - WATER SERVICE
- 5 - SEWER SERVICE
- 6 - 2" X 2" WOOD NAIL
- 7 - LOT CORNER - WOODEN

O'Malley and Associates
 3100 Parkway Avenue
 San Diego, CA 92104
 PH 295 6276

Project: Bernardo Heights, U.S. 2933
 THIS SURVEY WAS PREPARED BY ME
 ON UNDER MY DIRECTION

LOT 73

Scale 1/8"=1'

26
83-
No. 155911

1720

ARCHITECTURAL SURVEY OF BERNARDO HEIGHTS UNIT NO. 9 RESUB.

LOT 74

1721

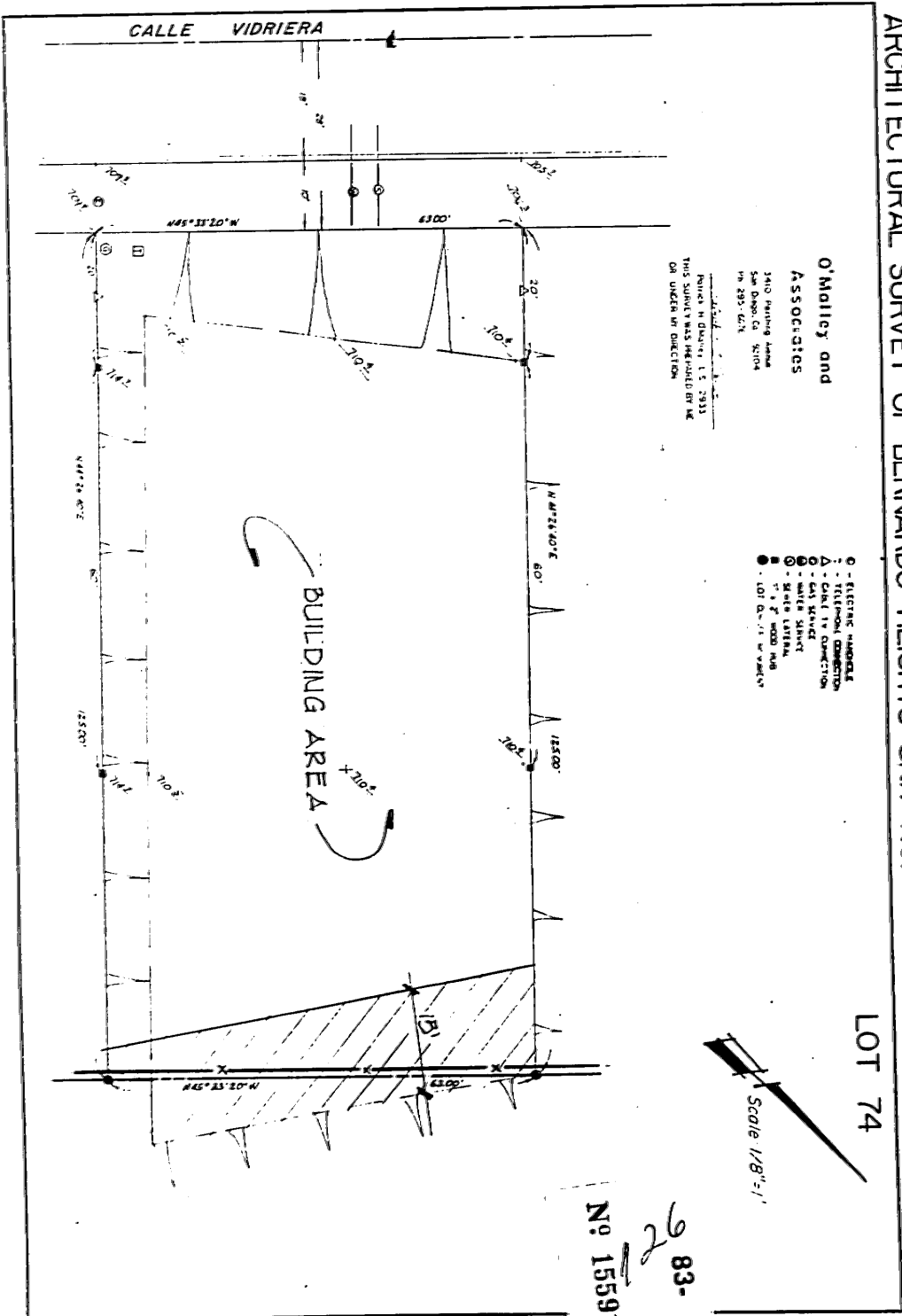
LEGEND

BUILDING
GETBACK AND
LANDSCAPE HEIGHT
LIMIT OF 3'-0"

NEIGHBORHOOD
ASSOCIATION
EASEMENT

COMMUNITY
PERIMETER
WALL

XHIBIT A



O'Malley and
Associates

1410 Spring Lane
San Diego, CA 92104
Tel. 235-6274

Printed in Denver, U.S.A. 1983
THIS SURVEY WAS PREPARED BY ME
ON UNDER MY DIRECTION.

- - ELECTRIC MANDREL
- △ - TELEPHONE CONNECTION
- - SANITARY CONNECTION
- - WATER SHUT-OFF
- - WATER METER
- - 1" x 2" HOOD HUB
- - LOT 62-71 "W. YARD"

Scale 1/8" = 1'

No 155911

83-

1722

ARCHITECTURAL SURVEY OF BERNARDO HEIGHTS UNIT NO. 9 RESUB.

1723

LOT 75

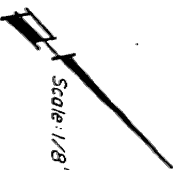
- - ELECTRIC MOUNTS
- - TELEPHONE CONNECTION
- △ - CABLE TV CONNECTION
- - GAS MOUNT
- - WATER SERVICE
- - SEWER LATERAL
- - 4" WOOD NAIL
- - 1" CONCRETE MOUNT

O'Malley and Associates

3400 Parkway Avenue
San Diego, CA 92104
PH 283-6076


THIS SURVEY WAS PERFORMED BY ME OR UNDER MY DIRECTION


Scale: 1/8" = 1'



26
83-
No 155911

LEGEND

 BUILDING
GETBACK AND
LANDSCAPE HEIGHT
LIMIT OF 3'-0"

 NEIGHBORHOOD
ASSOCIATION
EASEMENT


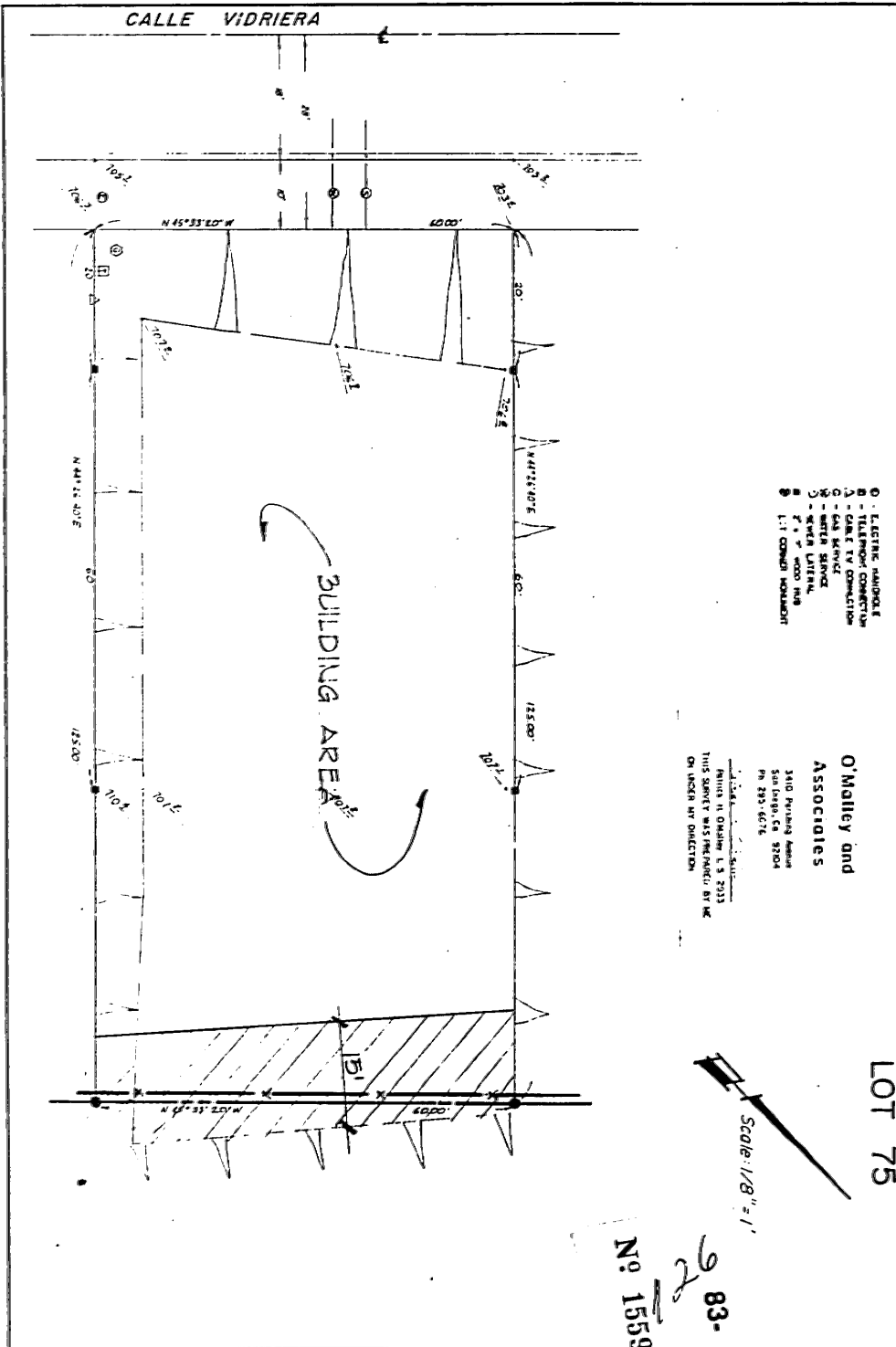
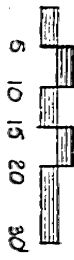
 COMMUNITY
PERIMETER
WALL

EXHIBIT A



1734

ARCHITECTURAL SURVEY OF BERNARDO HEIGHTS UNIT NO. 9 RESUB.

1735

O'Malley and Associates
140 Irving Avenue
San Diego, CA 92104
PH 233-6076

LOT 76

LEGEND




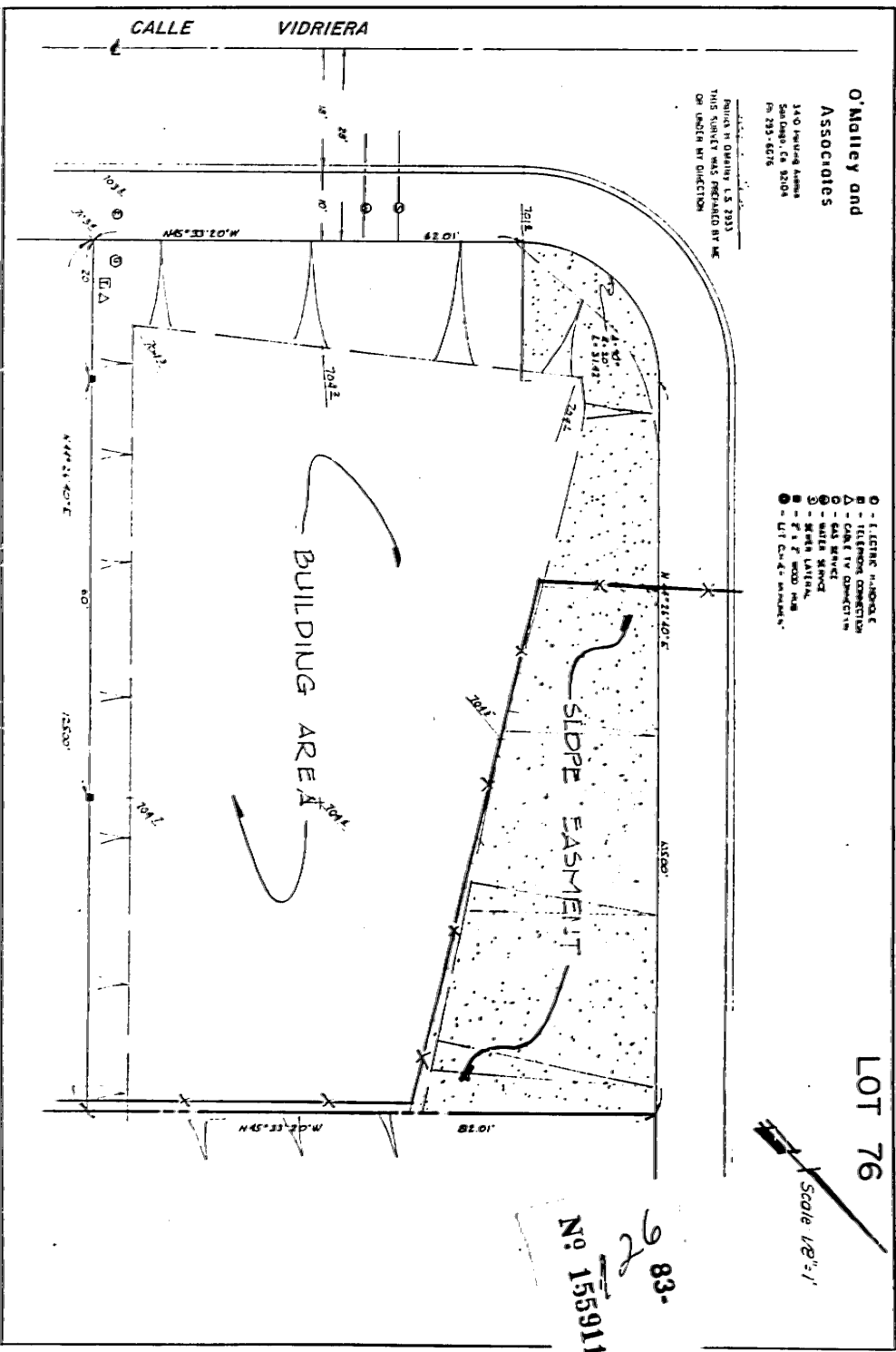
-  BUILDING SETBACK AND LANDSCAPE HEIGHT LIMIT OF 31.011
-  NEIGHBORHOOD ASSOCIATION EASEMENT
-  COMMUNITY PERIMETER WALL

EXHIBIT A



PLANNED BY O'MALLEY & ASSOCIATES
THIS SURVEY WAS PREPARED BY ME
OR UNDER MY DIRECTION

- - ELEC. METER
- - TIE LINE CORNER
- △ - C&G T.V. DIRECTION
- - GAS SERVICE
- - WATER SERVICE
- - WATER METER
- - 2" x 2" WOOD NAIL
- - UT. CHECK MARK

83-
26
No. 155911

Scale 1/2" = 1'

1726

ARCHITECTURAL SURVEY OF BERNARDO HEIGHTS N^o 155911 ESUB.

26 83-

1737

LEGEND





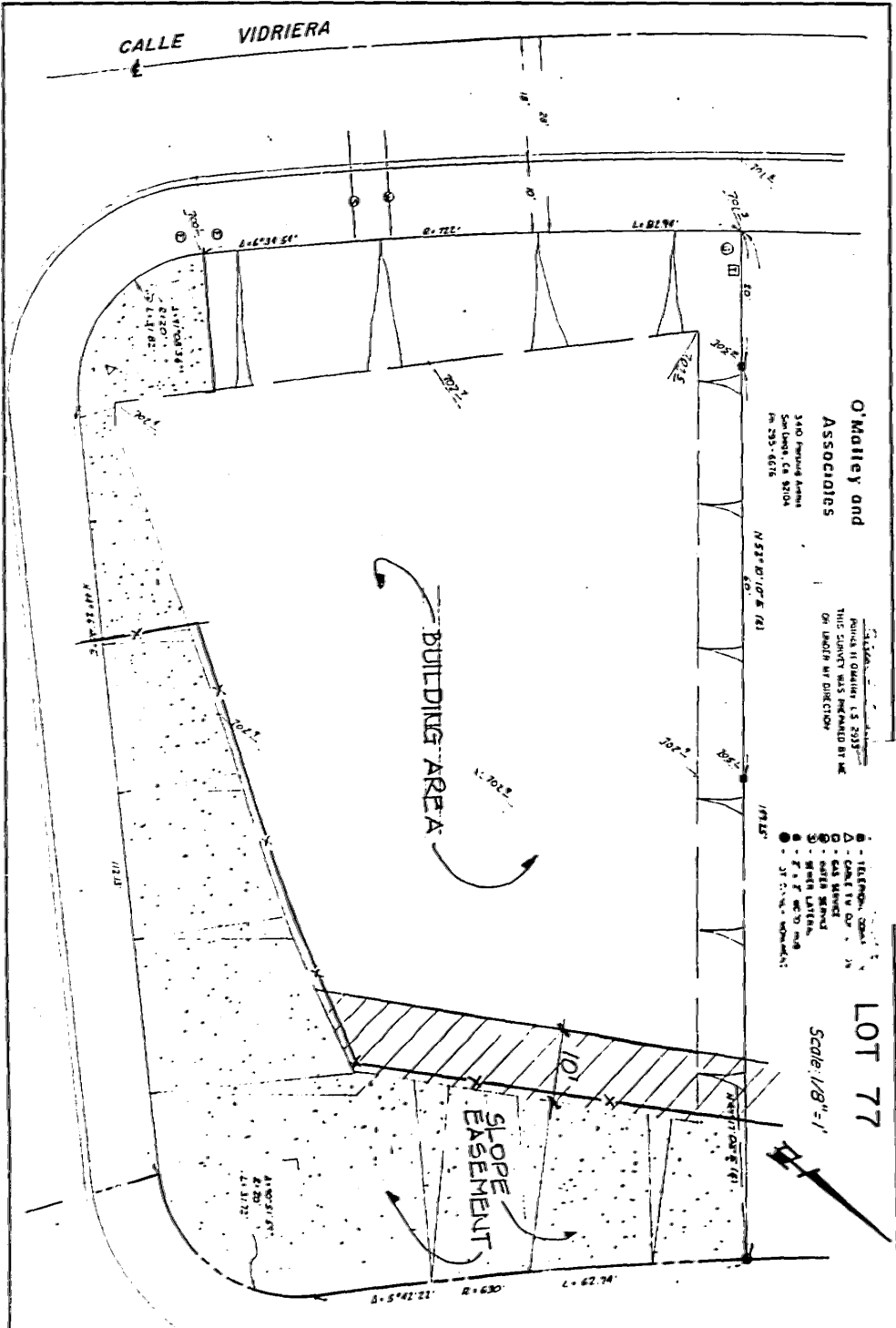
-  BUILDING
-  GETBACK AND LANDSCAPE HEIGHT LIMIT OF 31.011
-  NEIGHBORHOOD ASSOCIATION EASEMENT
-  COMMUNITY PERIMETER WALL

EXHIBIT A



O'Malley and Associates

3100 Regency Avenue
San Diego, CA 92104
PH: 735-1676

Surveyed and Plotted: 12/23/83
THIS SURVEY WAS PREPARED BY ME
OR UNDER MY DIRECTION

- TELEPHONE
- GAS METER
- WATER METER
- SEWER LATERAL
- 2" x 2" (600) MANHOLE
- 36" CONCRETE MANHOLE

LOT 77

Scale: 1/8" = 1'

1738



ARCHITECTURAL SURVEY OF BERNARDO HEIGHTS UN


N^o 155911

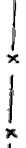
LOT 78

- - FUTURE MARKER
- △ - TELEPHONE CONNECTION
- - CHAIN TO CORNER
- - GAS SERVICE
- - WATER SERVICE
- - 2" DIA. UTILITY
- - 4" DIA. UTILITY
- - 6" DIA. UTILITY
- - 8" DIA. UTILITY

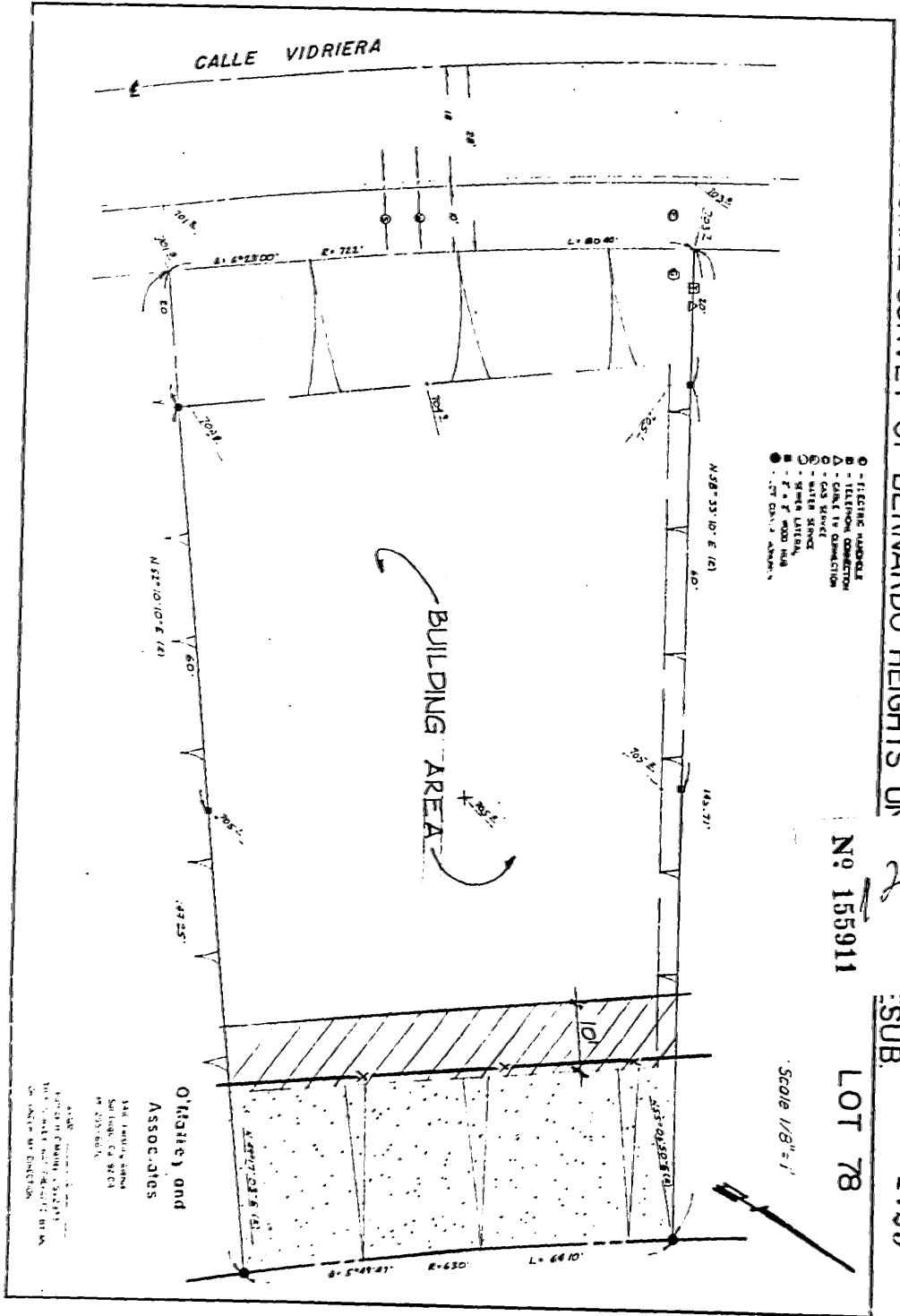
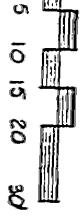
LEGEND

 BUILDING
 SETBACK AND
 LANDSCAPE HEIGHT
 LIMIT OF 31'011

 NEIGHBORHOOD
 ASSOCIATION
 EASEMENT

 COMMUNITY
 PERIMETER
 WALL

XHIBIT A



83.

ESUB

1739

Scale 1/8" = 1'

Office and
 ASSOCIATES
 1441 FARMING AVENUE
 SUITE 100
 SAN DIEGO, CA 92108
 619-594-8888

1730

ARCHITECTURAL SURVEY OF BERNARDO HEIGHTS UNIT

983-
No 155911

UB.

LOT 79

1731

LEGEND





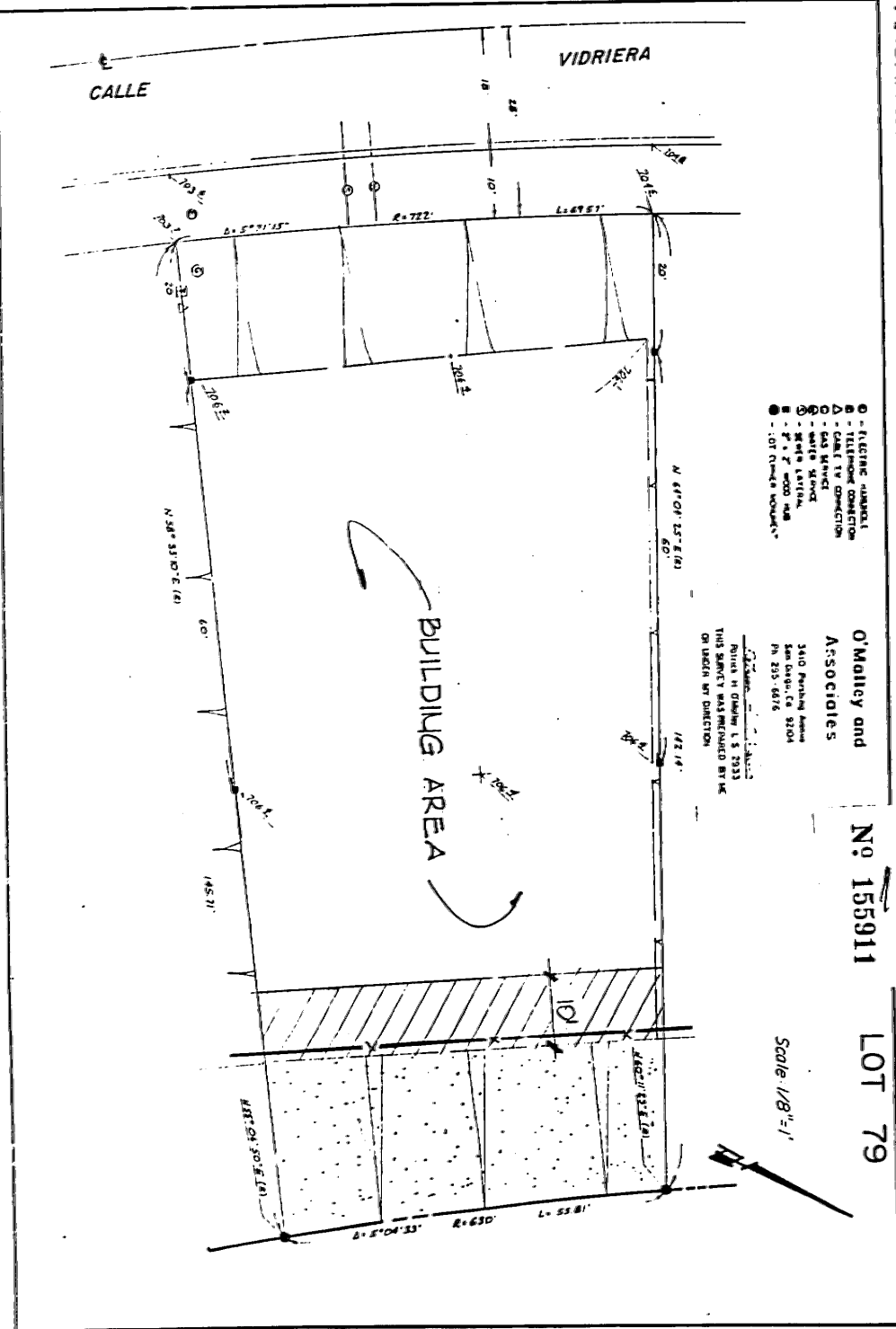
-  BUILDING
-  GETBACK AND LANDSCAPE HEIGHT LIMIT OF 3'.011
-  NEIGHBORHOOD ASSOCIATION AGREEMENT
-  COMMUNITY PERIMETER WALL

EXHIBIT A



- - ELECTRIC MOUNT
- ⊗ - WATER CONNECTION
- ⊕ - GAS MOUNT
- ⊙ - WATER MOUNT
- ⊚ - SEWER MOUNT
- ⊛ - 2" x 2" WOOD SIGN
- ⊜ - 1" x 1" WOOD SIGN

O'Malley and Associates
 3410 Parkway Avenue
 San Diego, CA 92104
 PH 235-6676

Prepared by: [Signature]
 Review by: [Signature] L.S. 1731
 THIS SURVEY WAS PROVIDED BY ME ON UNDER MY DIRECTION

Scale: 1/8"=1'



1733

ARCHITECTURAL SURVEY OF BERNARDO HEIGHTS UNIT

983- No. 155911

JB. LOT 80

1733

LEGEND





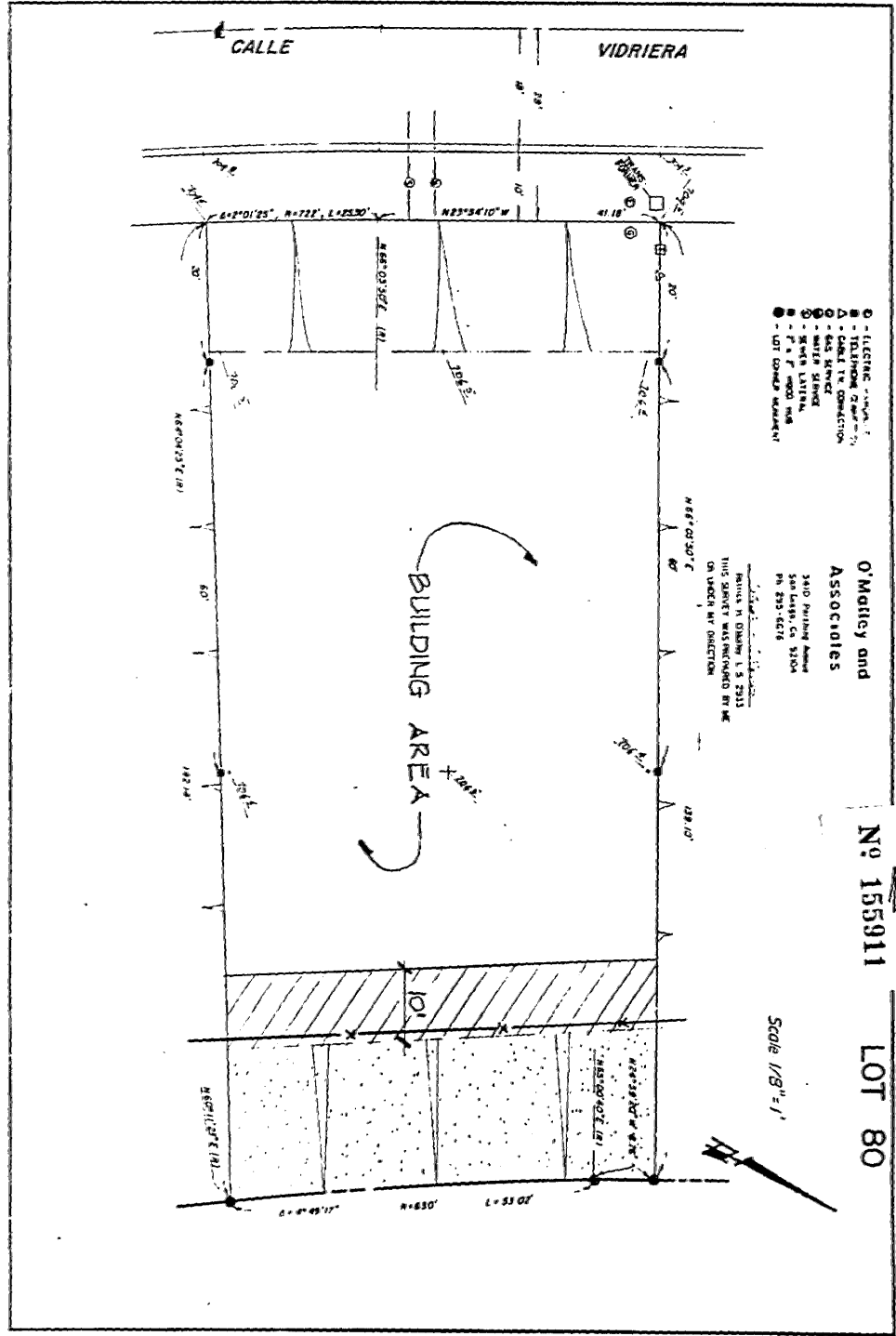
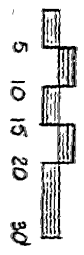
-  BUILDING
-  NEIGHBORHOOD ASSOCIATION EASEMENT
-  COMMUNITY PERIMETER WALL
-  GETBACK AND LANDSCAPE HEIGHT LIMIT OF 3'-0"

EXHIBIT A



- - ELECTRIC UTILITY
- △ - TELEPHONE CONDUIT
- △ - CABLE TV CONDUIT
- - GAS SERVICE
- - WATER SERVICE
- - SEWER SERVICE
- - 4" x 8" WOOD NAIL
- - LOT CORNER MARKER

O'Malley and
Associates
3410 PULLMAN AVE
SAN DIEGO, CA 92104
PH 235-6276

BRUCE H. OLSON, L.S. 2313
THIS SURVEY WAS INSTRUMENTED BY ME
ON WHICH MY DIRECTION

Scale 1/8" = 1'

1731

ARCHITECTURAL SURVEY OF BERNARDO HEIGHT

83-

RESUB.

1735

No 155911

LOT 81

LEGEND





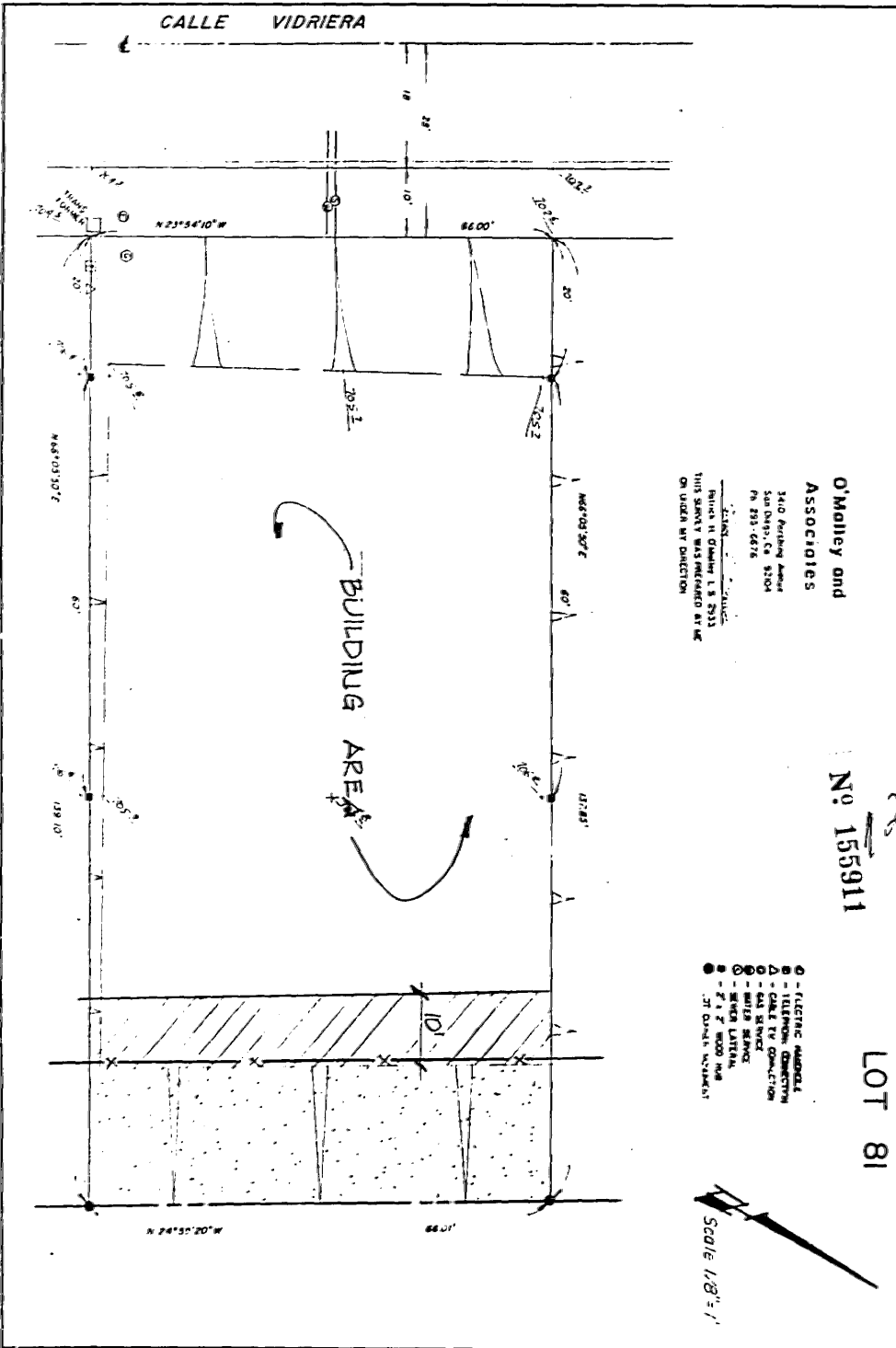
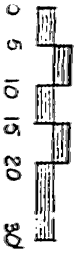
-  BUILDING
-  GETBACK AND LANDSCAPE HEIGHT LIMIT OF 3'.011
-  NEIGHBORHOOD ASSOCIATION EASEMENT
-  COMMUNITY PERIMETER WALL

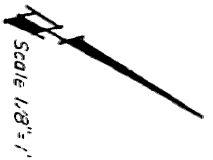
EXHIBIT A



O'Malley and Associates
 1410 Parkway Avenue
 San Diego, CA 92104
 Tel: 233-6076

Project: 155911
 Date: 11/18/83
 THIS SURVEY WAS PREPARED BY ME OR UNDER MY DIRECTION

- - ELECTRIC MANDREL
- - TELEPHONE CONNECTION
- △ - CABLE TV CONNECTION
- - GAS SERVICE
- - SEWER SERVICE
- - SINKS LATRIN.
- - 2" x 2" WOOD NAIL
- - 3/4" DIAMETER NAIL



1736

ARCHITECTURAL SURVEY OF BERNARDO HEIGHTS

83-

RESUB.

1737

LOT 81

26
N^o 155911

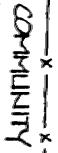
LEGEND



BUILDING
SETBACK AND
LANDSCAPE HEIGHT
LIMIT OF 3'.011

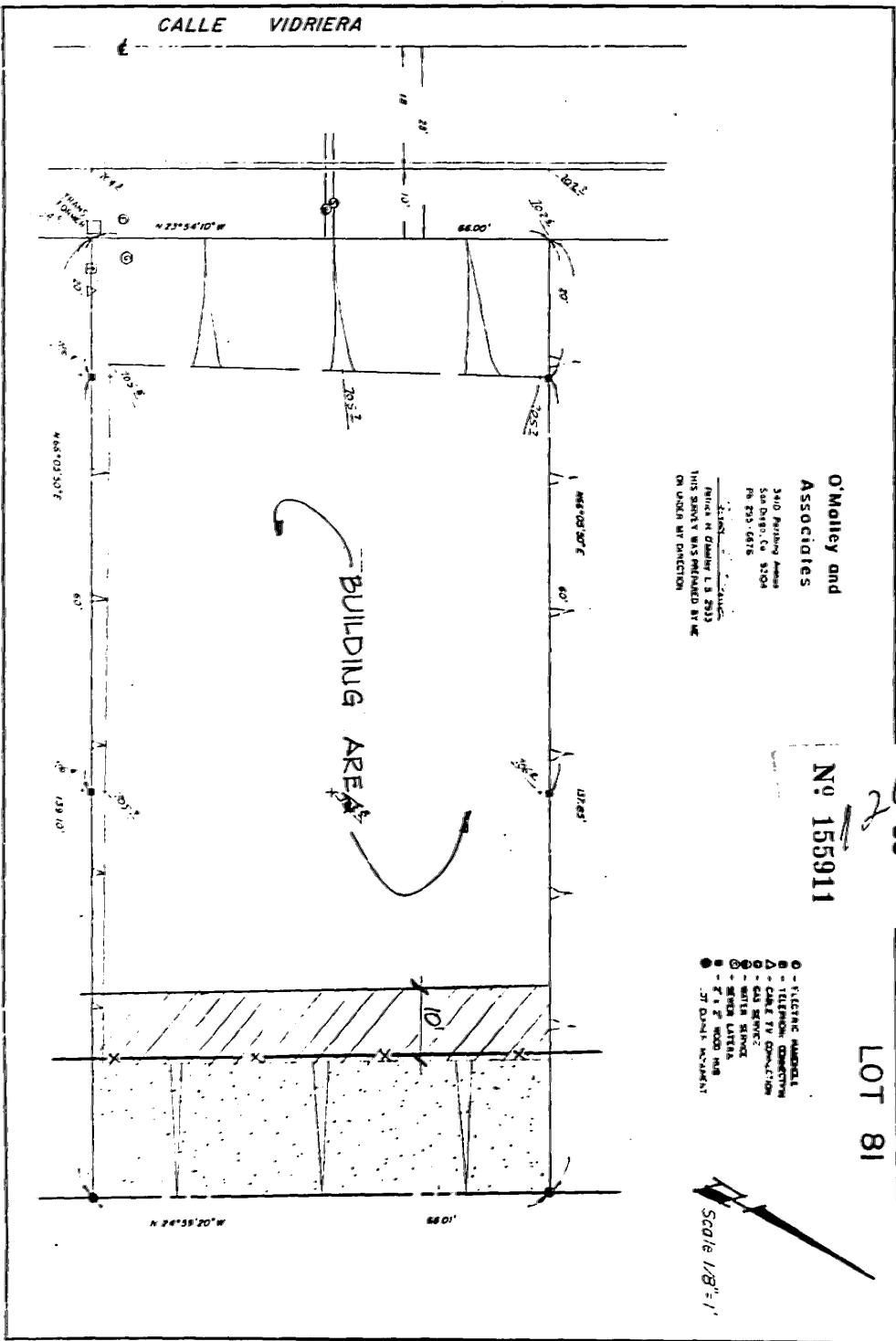


NEIGHBORHOOD
ASSOCIATION
EASEMENT



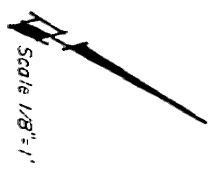
COMMUNITY
PERIMETER
WALL

XHIBIT A



O'Malley and
Associates
3410 Puyding Avenue
San Diego, Ca 92104
PH 293-6575
PLANNING & SURVEYING
PRINCE N. QUINCY L.S. 2013
THIS SURVEY WAS PREPARED BY ME
OR UNDER MY DIRECTION

- - ELECTRIC MANDREL
- - TELEPHONE CONNECTION
- - CABLE CONNECTION
- - WATER SERVICE
- - SEWER LITERA
- - 1" x 1" WOOD NAIL
- - 2" DIALS MOUNTED



1738

ARCHITECTURAL SURVEY OF BERNARDO HEIGHTS UN

CORTE SABROSO

O'Malley and Associates No. 155911

LOT 83

SUB.

1738

LEGEND

BUILDING
GETBACK AND
LANDSCAPE HEIGHT
LIMIT OF 3'-0"II

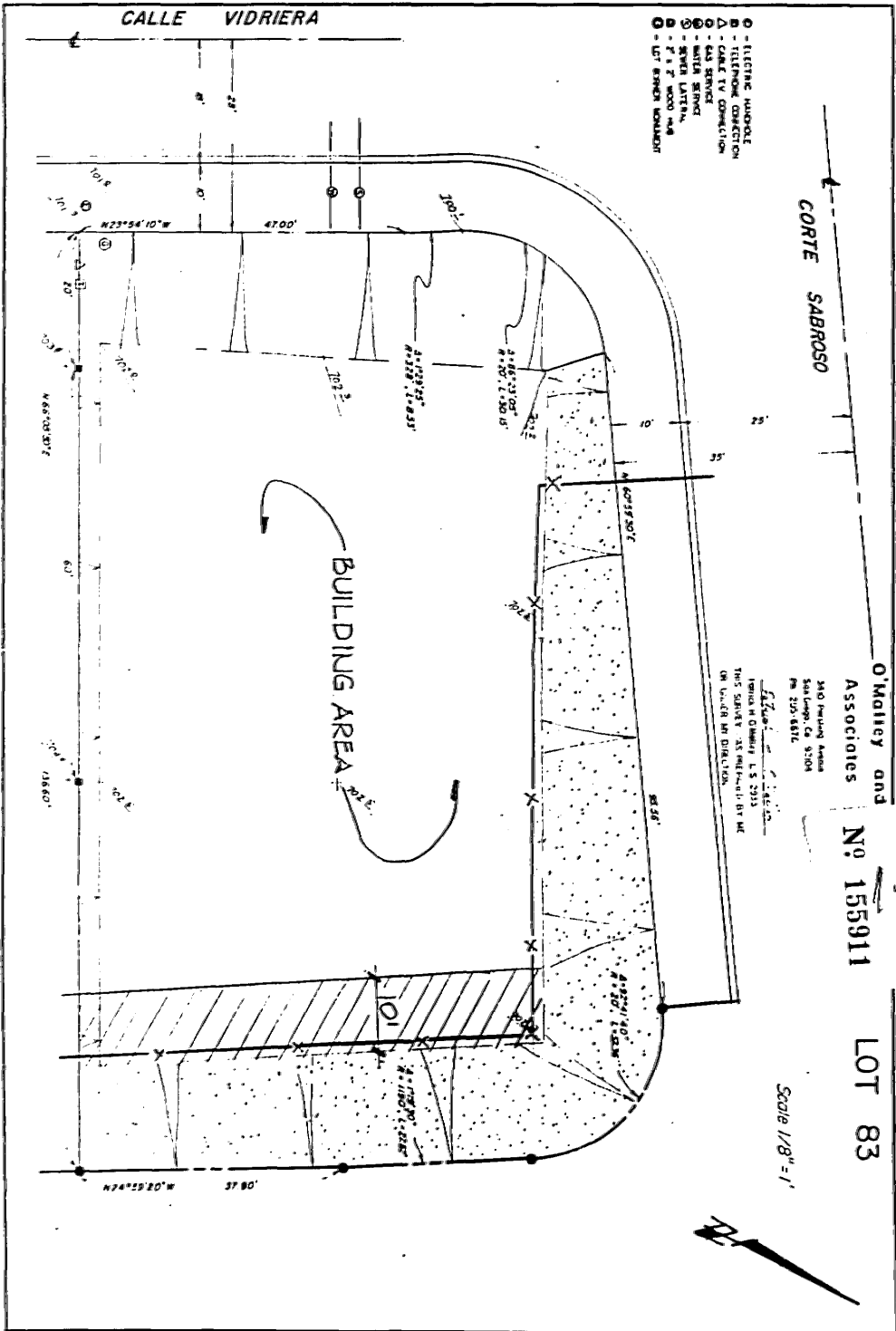
NEIGHBORHOOD
ASSOCIATION
EASEMENT

COMMUNITY
PERIMETER
WALL

XHIBIT A

0 5 10 15 20 30

- - ELECTRIC MOUNT
- - CABLE TV CONNECTION
- - GAS SERVICE
- - WATER SERVICE
- - SEWER LATERAL
- - 1" T. WOOD NAIL
- - UT. SERVICE CONNECTION



Scale 1/8" = 1'

83-
92
No 155911

1740

An easement over, upon, under and across portions of Lots 24 and 76 through 83, inclusive of Bernardo Heights Unit No. 9 Resubdivision, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 10434, filed in the office of the County Recorder of San Diego County, California July 19, 1982 as File No. 82-220665 of Official Records, for the purposes of the installation, maintenance, repair, renovating and altering of slopes and banks on said easement, including without limitation installing thereon such trees, shrubs, bushes, groundcover and other landscaping as the Association determines to be appropriate, (ii) constructing in or on said easement such irrigation pipes, conduits and other irrigation devices as the Association determines to be appropriate and (iii) maintaining, repairing, renovating and altering said landscaping and said irrigation devices as the Association determines to be appropriate, which portions are described as follows:

BEING A PORTION OF LOT 24 OF BERNARDO HEIGHTS UNIT NO. 9 RESUBDIVISION, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP NO. 10434 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 19, 1982 AS FILE NO. 82-220665 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 24 NORTH 43° 05' 00" WEST ALONG THE NORTH LINE OF SAID LOT 24 23.00 FEET; THENCE LEAVING SAID NORTH LINE SOUTH S1° 35' 04" WEST 93.67 FEET TO A NON-TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 12.58 FEET A RADIAL TO SAID POINT BEARS SOUTH 44° 16' 15" EAST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90° 36' 20" A DISTANCE OF 19.89 FEET; THENCE SOUTH 46° 20' 04" WEST 4.00 FEET TO A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 20.00 FEET A RADIAL TO SAID POINT BEARS SOUTH 46° 20' 04" WEST; THENCE NORTH 41° 02' 25" EAST, A DISTANCE OF 31.42 FEET; THENCE NORTH 41° 02' 25" EAST, 5.06 FEET TO A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 12.00 FEET A RADIAL TO SAID POINT BEARS SOUTH 53° 36' 18" WEST; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 92° 40' 23" A DISTANCE OF 12.41 FEET; THENCE NORTH 56° 16' 41" EAST, 107.94 FEET TO THE NORTHEAST LINE OF SAID LOT 76; THENCE ALONG SAID NORTHEASTERLY LINE NORTH 45° 33' 20" WEST, 32.00 FEET TO THE TRUE POINT OF BEGINNING.

BEING A PORTION OF LOT 76 OF BERNARDO HEIGHTS UNIT NO. 9 RESUBDIVISION, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP NO. 10434 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 19, 1982 AS FILE NO. 82-220665 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERLY CORNER OF SAID LOT 76 SOUTH 44° 26' 40" WEST ALONG THE WEST LINE OF SAID LOT 76, 105.00 FEET TO A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE SOUTHWESTERLY ALONG THE WEST LINE OF SAID LOT 76, 105.00 FEET TO A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE SOUTH 39° 08' 27" EAST, 10.00 FEET TO A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 12.17 FEET; THENCE SOUTH 31° 53' 47" WEST, 99.11 FEET TO A NON-TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 12.34 FEET, A RADIAL TO SAID POINT BEARS NORTH 45° 35' 16" EAST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 103° 34' 31" A DISTANCE OF 23.21 FEET; THENCE SOUTH 45° 35' 16" WEST, 5.00 FEET TO A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 20.00 FEET, A RADIAL BEARS SOUTH 45° 35' 16" WEST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 91° 08' 36" A DISTANCE OF 31.82 FEET; THENCE NORTH 44° 26' 40" EAST, 112.13 FEET TO A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90° 51' 59" A DISTANCE OF 31.72 FEET TO THE WESTERLY RIGHT OF WAY OF PASSED LUCIDO ALSO BEING A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 630.00 FEET, A RADIAL TO SAID POINT BEARS SOUTH 43° 34' 41" WEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE ALSO BEING THE WESTERLY RIGHT OF WAY OF PASSED LUCIDO THROUGH A CENTRAL ANGLE OF 92° 22' A DISTANCE OF 62.74 FEET TO THE TRUE POINT OF BEGINNING.

An easement over, upon, under and across portions of Lots 24 and 76 through 83, inclusive of Bernardo Heights Unit No. 9 Resubdivision, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 10434, filed in the office of the County Recorder of San Diego County, California July 19, 1982 as File No. 82-220665 of Official Records, for the purposes of the installation, maintenance, repairing, renovating and altering of slopes and banks on said easement, including without limitation (i) installing thereon such trees, shrubs, bushes, groundcover and other landscaping as the Association determines to be appropriate, (ii) constructing in or on said easement such irrigation pipes, conduits and other irrigation devices as the Association determines to be appropriate and (iii) maintaining, repairing, renovating and altering said landscaping and said irrigation devices as the Association determines to be appropriate, which portions are described as follows:

BEING A PORTION OF LOT 24 OF BERNARDO HEIGHTS UNIT NO. 9 RESUBDIVISION, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP NO. 10434 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 19, 1982 AS FILE NO. 82-220665 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 24 NORTH 43° 05' 00" WEST ALONG THE NORTH LINE OF SAID LOT, 23.00 FEET; THENCE LEAVING SAID NORTH LINE SOUTH 51° 35' 04" WEST, 93.67 FEET TO A NON-TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 12.58 FEET A RADIAL TO SAID POINT BEARS SOUTH 44° 16' 15" EAST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90° 36' 20" A DISTANCE OF 19.89 FEET; THENCE SOUTH 46° 20' 04" WEST, 4.00 FEET TO A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 20.00 FEET A RADIAL TO SAID POINT BEARS SOUTH 46° 20' 04" WEST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 75° 20' 34", A DISTANCE OF 26.30 FEET; THENCE NORTH 60° 59' 30" EAST, 98.00 FEET TO THE TRUE POINT OF BEGINNING.

BEING A PORTION OF LOT 76 OF BERNARDO HEIGHTS UNIT NO. 9 RESUBDIVISION, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP NO. 10434 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 19, 1982 AS FILE NO. 220665 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERLY CORNER OF SAID LOT 76 SOUTH 44° 26' 40" WEST ALONG THE WEST LINE OF SAID LOT 76, 105.00 FEET TO A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE SOUTHWESTERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90° 00' 00", A DISTANCE OF 31.42 FEET; THENCE NORTH 41° 02' 25" EAST, 5.06 FEET TO A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 12.00 FEET A RADIAL TO SAID POINT BEARS SOUTH 53° 36' 18" WEST; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 92° 40' 23", A DISTANCE OF 19.41 FEET; THENCE NORTH 56° 16' 41" EAST, 107.94 FEET TO THE NORTHEASTERLY LINE OF SAID LOT 76; THENCE ALONG SAID NORTHEASTERLY LINE NORTH 45° 33' 20" WEST, 32.00 FEET TO THE TRUE POINT OF BEGINNING.

BEING A PORTION OF LOT 77 OF BERNARDO HEIGHTS UNIT NO. 9 RESUBDIVISION, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP NO. 10434 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 19, 1982 AS FILE NO. 82-220665 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERLY CORNER OF SAID LOT 77 SOUTH 52° 10' 10" WEST ALONG THE WEST LINE OF SAID LOT 77, 29.00 FEET; THENCE LEAVING SAID LINE SOUTH 72° 49' 04" EAST, 6.73 FEET; THENCE SOUTH 39° 08' 37" EAST, 48.64 FEET TO A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 10.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 69° 43' 37", A DISTANCE OF 12.17 FEET; THENCE SOUTH 31° 53' 47" WEST, 99.11 FEET TO A NON-TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 12.34 FEET, A RADIAL TO SAID POINT BEARS NORTH 45° 35' 16" EAST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 103° 34' 31", A DISTANCE OF 23.31 FEET; THENCE SOUTH 45° 35' 16" WEST, 5.00 FEET TO A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 20.00 FEET, A RADIAL BEARS SOUTH 45° 35' 16" WEST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 91° 02' 36", A DISTANCE OF 31.82 FEET; THENCE NORTH 44° 26' 40" EAST, 112.13 FEET TO A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90° 51' 53", A DISTANCE OF 31.72 FEET TO THE WESTERLY RIGHT OF WAY OF PASEO LUCIDO ALSO BEING A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 630.00 FEET, A RADIAL TO SAID POINT BEARS SOUTH 43° 34' 41" WEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE ALSO BEING THE WESTERLY RIGHT OF WAY OF SAID PASEO LUCIDO THROUGH A CENTRAL ANGLE OF 42° 22", A DISTANCE OF 62.74 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT B

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BEING A PORTION OF LOT 78 OF BERNARDO HEIGHTS UNIT NO. 9 RESUBDIVISION, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP NO. 10434 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 19, 1982 AS FILE NO. 82-220665 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERLY CORNER OF SAID LOT 78 SOUTH 58 33'10" WEST ALONG THE WEST LINE OF SAID LOT 78, 22.50 FEET; THENCE LEAVING SAID LINE SOUTH 62 24'40" EAST, 2.92 FEET; THENCE SOUTH 33 27'58" EAST, 64.44 FEET TO THE EAST LINE OF SAID LOT 78; THENCE NORTH 52 10'10" EAST ALONG SAID EAST LINE OF LOT 78, 23.00 FEET TO THE WESTERLY LINE OF PASEO LUCIDO ALSO BEING A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 630.00 FEET A RADIAL TO SAID POINT BEARS SOUTH 49 17'03"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 5 49'47" SAID ARC ALSO BEING ALONG THE SIDE LINE OF PASEO LUCIDO, A DISTANCE OF 64.10 FEET TO THE TRUE POINT ON BEGINNING.

BEING A PORTION OF LOT 79 OF BERNARDO HEIGHTS UNIT NO. 9 RESUBDIVISION, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP NO. 10434 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 19, 1982 AS FILE NO. 82-220665 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERLY CORNER OF SAID LOT 79 SOUTH 44 04'25" WEST ALONG THE WEST LINE OF SAID LOT 79, 22.50 FEET; THENCE LEAVING SAID LINE SOUTH 29 14'47" EAST, 57.99 FEET TO THE EAST LINE OF SAID LOT 79; THENCE NORTH 58 33'10" EAST ALONG SAID EAST LINE OF LOT 79, 25.50 FEET TO THE WESTERLY LINE OF PASEO LUCIDO ALSO BEING A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 630.00 FEET A RADIAL TO SAID POINT BEARS SOUTH 55 06'50"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 5 04'33" SAID ARC ALSO BEING ALONG THE SIDE LINE OF PASEO LUCIDO, A DISTANCE OF 55.81 FEET TO THE TRUE POINT ON BEGINNING.

BEING A PORTION OF LOT 80 OF BERNARDO HEIGHTS UNIT NO. 9 RESUBDIVISION, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP NO. 10434 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 19, 1982 AS FILE NO. 82-220665 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERLY CORNER OF SAID LOT 80 SOUTH 66 05'50" WEST ALONG THE WEST LINE OF SAID LOT 80, 21.00 FEET; THENCE LEAVING SAID LINE SOUTH 25 39'25" EAST, 62.48 FEET TO THE EAST LINE OF SAID LOT 80; THENCE NORTH 44 04'25" EAST ALONG SAID EAST LINE, 22.50 FEET TO A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 630.00 FEET, A RADIAL TO SAID POINT BEARS SOUTH 60 11'23" WEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 4 49'17" A DISTANCE OF 53.02 FEET, SAID ARC ALSO BEING THE SIDE LINE OF PASEO LUCIDO; THENCE NORTH 24 59'20" WEST, 8.76 FEET TO THE TRUE POINT OF BEGINNING.

BEING A PORTION OF LOT 81 OF BERNARDO HEIGHTS UNIT NO. 9 RESUBDIVISION, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP NO. 10434 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 19, 1982 AS FILE NO. 82-220665 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF SAID LOT 81 NORTH 24 59'20" WEST ALONG THE NORTH LINE, 66.01 FEET; THENCE SOUTH 66 05'50" WEST ALONG THE WEST LINE, 20.00 FEET; THENCE LEAVING SAID WESTERLY LINE SOUTH 18 50'43" WEST, 4.33 FEET; THENCE SOUTH 24 07'15" EAST, 64.00 FEET TO THE EAST LINE OF SAID LOT 81; THENCE NORTH 66 05'50" EAST ALONG THE EAST LINE OF SAID LOT, 21.00 FEET TO THE TRUE POINT OF BEGINNING.

BEING A PORTION OF LOT 82 OF BERNARDO HEIGHTS UNIT NO. 9 RESUBDIVISION, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP NO. 10434 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 19, 1982 AS FILE NO. 82-220665 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF SAID LOT 82 NORTH 24 59'20" WEST ALONG THE NORTH LINE, 66.01 FEET; THENCE SOUTH 66 05'50" WEST ALONG THE WEST LINE, 18.00 FEET; THENCE LEAVING SAID WESTERLY LINE SOUTH 25 53'51" EAST, 62.86 FEET; THENCE SOUTH 18 50'43" WEST, 4.33 FEET TO THE EAST LINE OF SAID LOT 82; THENCE NORTH 66 05'50" EAST ALONG THE EAST LINE OF SAID LOT 82, 20.00 FEET TO THE TRUE POINT OF BEGINNING.

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BEING A PORTION OF LOT 83 OF BERNARDO HEIGHTS UNIT NO. 9 RESUBDIVISION,
IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA,
ACCORDING TO MAP NO. 10434 FILED IN THE OFFICE OF THE COUNTY RECORDER OF
SAN DIEGO COUNTY, JULY 19, 1982 AS FILE NO. 82-220665 OF OFFICIAL
RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF SAID LOT 83 NORTH 24° 59' 20"
WEST 37.90 FEET TO A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF
20.00 FEET; THENCE NORTHWESTERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID
CURVE THROUGH A CENTRAL ANGLE OF 92° 41' 40" A DISTANCE OF 32.34 FEET;
THENCE SOUTH 60° 59' 30" WEST, 95.56 FEET TO A CURVE CONCAVE
NORTHEASTERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE SOUTHERLY AND
SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 84°
23' 05" A DISTANCE OF 30.15 FEET; THENCE NORTH 64° 36' 25" EAST, 4.00
FEET TO A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 12.33
FEET, A RADIAL TO SAID POINT BEARS SOUTH 64° 36' 25" WEST; THENCE
NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF
103° 41' 21" A DISTANCE OF 22.31 FEET; THENCE NORTH 67° 50' 09" EAST,
99.28 FEET; THENCE SOUTH 27° 09' 12" EAST, 61.37 FEET; THENCE SOUTH 14°
19' 50" WEST, 4.73 FEET TO THE EAST LINE OF SAID LOT 83 AND LOT 82;
THENCE NORTH 66° 05' 50" EAST, 18.00 FEET TO THE TRUE POINT OF BEGINNING.

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