

**GREEN VALLEY HIGHLANDS
PROTECTIVE COVENANT**

GREEN VALLEY HIGHLANDS ASSOCIATION

November 19, 1968

(GREEN VALLEY HIGHLANDS UNITS 1, 2)

Lots 1 through 63 of GREEN VALLEY HIGHLANDS UNIT NO. 1 in the County of San Diego, State of California, according to Map thereof No. 6228 filed in the Office of the County Recorder of San Diego County November 20, 1968,

and

Lots 64 through 81 of GREEN VALLEY HIGHLANDS UNIT NO. 2 in the County of San Diego, State of California, according to Map thereof No. 6596 filed in the Office of the County Recorder of San Diego County February 25, 1970,

INCORPORATING:

ARTICLES AFFECTED:

AMENDMENT 1	FEBRUARY 28, 1976	ART C, SEC 17(A); ART D, SEC 6; ART D, SEC 10(A) & (C); ART J, SEC 2
AMENDMENT 2	MAY 23, 1978	ART B, SEC 1; ART D, SEC 2; ART D, SEC 3; ART E, SEC 1(A)
AMENDMENT 3	FEBRUARY 24, 1986	ART C, SEC 12
AMENDMENT 4	MAY 1987	ART C, SEC 12; ART D, SEC 5; ART D, SEC 6; ART D, SEC 11
AMENDMENT 5	FEBRUARY 1989	ART C, SEC 6; ART C, SEC 7; ART D, SEC 3(C); ART G, SEC 1; ART G, SEC 3; ART G, SEC 5; ART H, SEC 3; ART H, SEC 4
AMENDMENT 6	FEBRUARY 26, 1993	ART A, SEC 3; ART J, SEC 1
AMENDMENT 7	FEBRUARY 15, 1996	ART C, SEC 12; ART F

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TITLE INSURANCE AND TRUST COMPANY

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GREEN VALLEY HIGHLANDS
PROTECTIVE COVENANT
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GREEN VALLEY HIGHLANDS
PROTECTIVE COVENANT

PACIFIC IRON & STEEL CO. is the "Declarant". It has established these protective covenants for GREEN VALLEY HIGHLANDS. It is also creating a nonprofit California corporation named "GREEN VALLEY HIGHLANDS ASSOCIATION" to administer these covenants. The Association operates through its Board of Directors ("the Board") which is elected by the landowners.

A. SUBJECT LAND

1. Description

Exhibit "A" attached hereto is hereby incorporated herein. It embraces a development known as GREEN VALLEY HIGHLANDS and is the subject property. It is anticipated that other property (divided by Subdivision maps, Record of Survey maps or otherwise) will also be made subject to all or portions of these protective covenants (by amending these protective covenants) and additional protective covenants administered by the Association.

2. Definition of Parcel or Lot

The term "Parcel" or "Lot" in these protective covenants refers to a lot or parcel shown on any map of record when property becomes subject hereto and shown on any Subdivision map at any time filed pursuant to law and in conformance with these restrictions.

"Lot splits" and other divisions of land filed after land becomes subject hereto and not qualifying as subdivisions do not create new lots or parcels for purposes of these protective covenants (see paragraph D.10.(b)).

B. PLANS AND SPECIFICATIONS

1. General

No building, fence, or wall shall be erected or altered on any parcel until plans and specifications drawn to scale, legible, neat, and clear as to intent showing such data and information as the Board may require have been presented to and approved by the Board (or by such individual or individuals, corporation or association as the Board may appoint as its representative) as to materials, external design, color, and harmony with the better existing structures on land subject hereto.

2. Specific

Building plans and specifications must be prepared and signed by an "Architect" or "Building Designer" (as defined in Chapter 3 of Division III of the Business & Professions Code of the State of California (§§5500 et seq.)) and shall include, but not be limited to, the following:

(a) They must show a plot plan, grading plans, roof plans, all elevations, details of construction, outside color samples, fence and wall details, paved driveways and parking areas and drainage plan for water falling on or flowing onto the parcel.

(b) They must show compliance with screening requirements fully detailed.

(c) They must show a leach line plan approved by the Department of Public Health of San Diego County.

Plans and specifications of work other than buildings shall show all relevant data required by the Board.

3. Fees

Presentation of plans and specifications to the Board shall be accompanied by a fee of Thirty Dollars (\$30.00) for a plan including one or more buildings and Five Dollars (\$5.00) for any other plan.

4. Protection for Owner

Approval or disapproval of plans and specifications shall be in writing. In the event the Board or its representative fails to approve or disapprove or give notice of insufficiency of plans and specifications within thirty (30) days after plans and specifications have been received by it, approval will be conclusively presumed.

C. BUILDING

1. Front Setback

No building or any portion thereof shall be erected or maintained between a street and any setback line shown on a recorded map or established in a deed by Declarant. If no such front setback line is indicated by map or deed, none exists.

2. Side Setback

No building or any portion thereof shall be erected or maintained less than ten (10) feet from each side line of any parcel except that in the case of a corner parcel the setback from the side line along the street shall be governed by paragraph 1 above.

3. Single Family Dwellings Only

Except as provided in paragraph 6 below, no more than one dwelling house may be constructed or maintained on any parcel and a dwelling house shall be designed for occupancy and be occupied by not more than one family.

4. Number of Stories

(a) Each dwelling house shall be not more than one story in height except that (1) houses constructed on hillsides may have living area below the main floor, and (2) the Board may specifically approve exceptions to this requirement without a hearing.

(b) All facades must have architectural treatment. Special attention and treatment must be given to all facades more than one story in height, whether by taller than normal foundation, retaining wall, stilts or otherwise.

5. Occupancy before Completion

No building, any part of which is designed for dwelling purposes, shall be occupied in any manner prior to its completion according to the approved plans, including final finish, painting and cleanup.

6. Quarters for Others

Servants', employees', or guests' quarters may be constructed and maintained but no paying guest or tenant quarters may be constructed or maintained.

7. Ancillary Buildings

Ancillary buildings may be erected and maintained for the use of the persons in possession of the main dwelling provided that each ancillary building shall conform generally in architectural design and exterior materials and finish to the dwelling to which it is appurtenant. No ancillary building may be built between the main building and any street. All roofs must be of the same material and color as the roof of the main building.

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8. Used Buildings

No building constructed elsewhere shall be moved on or onto or reconstructed on subject property.

9. Minimum Floor Area

No main dwelling house shall be constructed having a finished floor area (exclusive of all attached porches, patios, basements, garages) of less than 1,800 square feet.

10. Construction Shacks

During the period of any construction, no trailer, mobile home, tent, shack, garage, or other structure of a temporary character shall be moved, erected, or maintained upon subject property except as specifically permitted in writing by the Board.

11. Roofs

No structure constructed on any parcel may have a roof covered or coated with white material. No air-conditioning, heating, or other pipes, ducts, structures, or equipment, may be constructed, kept, or maintained on any roof so as to be visible. The roofs of houses shall be designed so that they do not unreasonably block the view of adjoining houses. (A roof that does not rise more than four feet in twelve feet horizontally is acceptable.)

12. Antennas

Until six (6) months after the Board determines that a common television antenna with underground service is available to a lot on a reasonable basis, one television antenna extending a maximum of ten (10) feet above the high point of the house may be used and maintained on each lot. No other exposed antenna of any type may be used, constructed or maintained on any lot. Six months after such determination by the Board all antennas must be removed and thereafter no exposed antennas of any type may be used, maintained or constructed on any lot as to which such determination has been made. The Board may remove any antennas not in compliance with this paragraph, assessing the cost of such removal to the owner of the subject parcel.

13. Garages

(a) Each main dwelling house must have an appurtenant three (3) car garage with three (3) stalls abreast having a floor area of at least 700 square feet within the lines of support of the roof.

(b) All garages shall be enclosed and have doors on all openings for the entrance of vehicles. Doors for at least two (2) of the stalls shall be equipped with automatic opening devices operable from the vehicles regularly garaged therein.

14. Driveways

All improved building sites must have an adequate driveway paved with a two-inch asphaltic mix or other approved paving material.

15. Treehouses

No treehouses are permitted when visible from any parcel or from any street.

16. Utility Lines

All telephone, electric and other lines on all parcels shall be below ground level.

17. Screened Area and Fences

(a) There shall be on each parcel an area of not less than 300 square feet for clothes drying, refuse collection and storage, fire-wood storage, and location of incinerators or propane or other tanks and equipment. Such area must be enclosed with a screening fence at least six (6) feet high.

(b) On all fences the more decorative side must be the side visible from adjoining property or a street. That is, by way of example, on a board fence with posts and rails, the boards must be on the side of the posts and rails facing adjacent property or a street.

D. USE AND MAINTENANCE

1. Appearance

Every building and structure whether enumerated in this Declaration or not shall at all times be maintained in good repair and appearance.

2. Residential Only

No parcel shall be used other than for single family residential purposes or agricultural or horticultural purposes except Declarant may designate one lot for a tract real estate office for its designee and for the sale of other land within a radius of two miles thereof. No other commercial use of any kind may be conducted on any parcel.

3. Signs

Except as hereinafter provided, no sign or other advertising device of any character shall be erected or maintained upon any parcel.

(a) On any parcel one sign, not larger than eighteen by twenty-four inches, advertising the parcel for sale or rent may be erected and maintained. No "sold" signs are permitted and the "for sale" signs must be removed when an escrow is opened.

(b) Declarant may erect and maintain on subject property such signs and other advertising devices as it may deem necessary or proper in connection with the conduct of its operations for the development, improvement, subdivision, and sale of subject property and any other property at any time subject to a covenant administered by the Board of the Association.

(c) A general contractor, but no subcontractor, who is constructing a dwelling house may erect and maintain one sign, not larger than twenty-four inches by thirty-six inches, only during the course of construction.

(d) On any lot one sign, not larger than 200 square inches, indicating only the name of the occupant may be erected and maintained. The Board shall from time to time adopt regulations for uniform signs and mailboxes.

(c) The Board shall have the right to enter and to remove any sign or other advertising device erected or maintained in violation of this Declaration without notice or hearing.

4. Animals

No poultry, fowl, horses, donkeys, sheep, goats, rodents, cattle, or swine of any kind shall be bred or kept on a parcel of subject property. No more than two dogs may be kept on a parcel of subject property.

5. Nuisance

No noxious or offensive activity shall be carried on upon any parcel nor shall anything be done on any parcel which is or may become an annoyance or nuisance to the neighborhood.

6. Trash

No parcel shall be used as a dumping or storage ground for trash (rubbish, trash, garbage, junk, or other waste or salvage material). The Board is vested with the power to remove trash from any parcel without hearing. Trash containers must be kept in the screened storage area at all times except during the day of pickup during which day they may be maintained in the open so long as they are not closer to a street than the house is.

7. Excavating

Dumping of dirt or topsoil on any parcel shall be permitted only if such dirt or topsoil is spread to a new usable grade on said parcel within ten days. Removing dirt or topsoil from any parcel shall be permitted only if the amount is nominal and the parcel is smoothed within ten days.

8. Clearing

The Board is vested with the power to require parcel clearing to standards established by it. It may clear parcels not meeting those standards without hearing.

9. Storage

Nothing may be stored or maintained on any parcel unless

(a) It is within the screened area and is not visible therein from any parcel or street; or

(b) It is completely screened from view from any parcel or street in a manner satisfactory to the Board.

The foregoing applies to, but is not limited to, vehicles (other than operable passenger cars), trucks, automobiles under repair, trailers, mobile homes, campsters, buggies, boats, or other conveyances or appliances for transportation and machinery or equipment of any kind.

10. Division of Parcels

(a) No parcel may be divided or subdivided without the consent in writing of either the Board by a four-fifths vote or the Declarant. No parcel may be divided or subdivided without adequate provision for disposal of sewage.

(b) No parcel may be divided in any manner except that parcels of not less than one-half acre may be created by compliance with the California Subdivision Map Act (Division 4, Part 2, Chapter 2 of the Business & Professions Code ((Section 11,500 et seq.))).

(c) When a sewage collection system connected to a central disposal system approved by the Health Department of San Diego County is available to a portion of the subject land, there shall be no further minimum lot size applicable to the portions of the subject land utilizing said sewer system.

E. ASSESSMENTS

1. General Assessments

The Declarant has funded the Association with an initial contribution of money. When, in the opinion of the Board, after a noticed hearing and by a four-fifths vote, the Association may need added money for the administration of the protective covenants administered by it or for accomplishing the purposes of the Association, the Board may levy assessments.

(a) The Board, after notice and hearing, shall have authority to fix and establish general assessments to provide money for the administration and enforcement of these protective covenants and for accomplishing the purposes of the Association. General Assessments shall be prorated among the parcels subject thereto on the basis of the assessed valuation of the land without improvements as established by the then last equalized assessment roll of the County of San Diego, California. In the event that an assessment parcel is divided after the time for assessment, the assessed valuation shall be prorated on the basis of acreage and such prorated assessed valuation shall be used until the subdivided parcels are assessed as individual parcels.

(b) Notice of the hearing on any general assessment shall set forth the total amount the Board proposes to raise by general assessment and the time and place when a hearing will be held.

(c) At the hearing or any adjournment thereof, the Board may levy an assessment not greater than 1% of the assessed value of the land without improvements by a favorable vote of not less than four-fifths of its members. Larger assessments shall require approval of 67% of the membership vote present at a membership meeting.

2. Special Assessments

(a) The Board, after notice and hearing, has the power to levy special assessments to enforce these protective covenants. These shall be on specific parcels to recover the costs relating to parcels in violation. The following are included in (but are not the only) potential special assessments:

(1) The cost of clearing lots not cleared by the owner to standards established by the Board;

(2) The cost of removing trash, antennas or other unpermitted items from any parcel;

(3) The cost of bringing litigation, including reasonable attorneys' fees, to enforce the restrictions if the Association prevailed in the litigation.

(b) If a notice of violation or nonconformance, or if a demand for performance, was previously given to the owner of the parcel and he failed to comply, no notice or hearing is required for a special assessment.

3. Enforcement

(a) The Board shall have the authority to determine when assessments shall be due and payable and the penalties for such assessment if the same become delinquent, provided, however, that the penalty shall not exceed an amount equal to ten per cent (10%) of the assessment each year. A delinquent assessment shall also bear interest at the legal rate.

(b) The right to collect and enforce the collection of such assessments is hereby granted to the Board. There is hereby imposed on all the property described in Exhibit "A" hereto and other property made subject to protective covenants administered by the Association a lien securing the payments of all general assessments and any applicable special assessments. The said lien shall attach as hereinafter provided. The owners of the said property or of any portion thereof hereby grant to the corporation, its successors or assigns, the right and authority to bring all actions for the collection of such assessments and the enforcement of such liens. The said owners covenant and agree for themselves, their heirs, executors, administrators, successors and assigns, that such assessments together with penalties, interest and costs of collection including reasonable attorneys' fees are and shall be liens against (and covenants running with) the land and shall be continuous until fully paid.

(c) The lien of said assessments shall be subordinate to the lien of a valid and bona fide first mortgage or first deed of trust executed in good faith and for value on the property subject to such lien. The lien shall not be subordinate to a junior mortgage or deed of trust.

(d) The Board shall establish the date when assessments are due. In the event any assessment shall be unpaid when due, the same shall be delinquent, and shall remain delinquent until the amount of such payment, together with all costs, including attorneys' fees, penalties, and interest as herein provided, shall be fully paid. At any time after any assessment has become delinquent, the Board may file for record in the office of the Recorder of San Diego County a notice of delinquency which notice shall state all amounts which have become delinquent including costs, attorneys' fees, penalties, and interest and a description of the property on which the assessment is delinquent, and the name of the record or reputed record owner of such property. Immediately upon recording of any notice of delinquency, the amounts delinquent together with costs, attorneys' fees, penalties, and interest shall be and become a lien upon the property described in said notice, which lien shall

also secure all other assessments which shall become due and payable with respect to said property following such recording, and all costs connected therewith, including attorneys' fees, penalties and interest thereon. Said lien shall continue until all amounts secured thereby are fully paid or otherwise satisfied. In the event that the delinquent assessment together with all costs, attorneys' fees, penalties, and interest are fully paid or otherwise satisfied, the Board shall record a further notice stating the satisfaction and release of such lien.

(e) The lien established as herein provided may be enforced in the same manner as the foreclosure of a mortgage of real property under the laws of the State of California, or may be enforced by sale pursuant to said laws and to that end a power of sale is hereby conferred upon the Board or the corporation or upon such entity the Board may designate.

(f) Action to foreclose a lien for any assessment, or the exercise of the power of sale therefor by the Board shall be commenced only after twenty (20) days' written notice (as provided in H.L.) of the amount due and after resolution of the Board fixing the amount due and unpaid and directing that action be instituted or sales proceedings commenced.

F. VIOLATIONS

1. Proceeding Commenced by Others

At any time that it is reported to the Board in writing that a violation of these covenants exists, the Board or a hearing committee designated by it for this purpose may hold a hearing on the matter of such possible violation.

(a) Not less than ten (10) days' notice of said hearing shall be given as follows regarding the parcel as to which a violation is alleged to exist:

(1) By mail to the owners in the manner set forth in paragraph 4 following;

(2) By posting at a conspicuous point near the frontage thereof; and

(3) By posting in three other conspicuous places within 1,000 feet thereof.

(b) At the time and place designated in said notice, the Board or the designated hearing committee shall hear all pertinent evidence concerning the matter before it, and after said hearing or any continuation thereof is closed, shall make findings and conclusions as to whether the alleged violation exists.

2. Proceeding Commenced by Board

When the Board finds that a violation exists, a notice of such finding shall be mailed to the owners of the parcel where the violation exists.

3. Injunction

The Board, the Declarant, or any owner of subject property located within 1,500 feet of the parcel on which a violation is alleged to exist may seek to enjoin the alleged violation. Any judgment entered against a person in violation of these covenants shall include reasonable attorneys' fees and all other costs and expenses reasonably incurred by the person or entity enforcing these covenants which shall be a lien on the property in violation.

4. Reversionary Rights

If the finding of violation was by a four-fifths vote of the Board and the violation was not corrected within fifteen (15) days after notice of such violation was mailed to the owners, title to said parcel shall revert to Declarant or the other persons signing these protective covenants, its successors and assigns, which shall then have the right of entry or re-entry upon said parcel and the power to terminate the estate of the owners found to be in violation. Declarant and the other persons signing these protective covenants hereby assign all such rights of entry, re-entry, and powers of termination to the Association. If a hearing was not held, no suit shall be brought to enforce or establish the rights of Declarant and the other persons signing these protective covenants (assigned to the Association) arising by reason of a violation or alleged violation of this Declaration unless a notice setting forth the facts of such violation or alleged violation has been sent by registered mail to the owner or owners of the parcel whereon the violation or alleged violation exists at their address as shown on the last equalized assessment roll of San Diego County (or to such other owner or owners as have notified the Board of a change in ownership of said parcel and of the address of the new owner or owners) and unless such violation or alleged violation has not been corrected within fifteen (15) days after the mailing of such notice.

5. Encumbrancers

A violation of any of these covenants or any reversion or right of entry or re-entry arising by reason of such violation, shall neither defeat nor render invalid the lien of any mortgage or deed of trust made for value which may then exist on said parcel, but said covenants shall be binding upon and effective against any owner where title of subject property is acquired by foreclosure,

trustee's sale or otherwise. It may be conclusively presumed by the owner of any such encumbrance for value and by any title insurance company insuring the lien of such encumbrance that no violation exists under the terms of this Declaration upon the recordation of such encumbrance in the office of the County Recorder of San Diego County at any time before the recordation in said office of a notice of claim of such a violation.

G. AMENDMENTS, RULES, AND REGULATIONS

1. Amendment of Declaration

The Board shall administer this Declaration of Protective Covenants to promote the beauty and safety of subject property, and shall have the power to amend, modify or terminate any or all of the provisions of this Declaration, as to all or any portion of the subject property by an instrument in writing duly recorded in the office of the Recorder of San Diego County. The Board also has power to amend these protective covenants by adding land hereto, which added land may be subjected to covenants differing from these with Board approval.

2. Standards

In exercising the powers above granted, the Board shall be guided by the following standards where applicable:

(a) Harmony with the general purpose and intent of this Declaration shall be maintained.

(b) No material detriment shall be imposed on property or improvements in the vicinity of the subject property.

(c) Where an exception is being considered, there shall exist exceptional or extraordinary circumstances or conditions applicable to the subject property which make exercise of such powers appropriate.

3. Hearing and Notice

A hearing concerning the proposed action shall be conducted by the Board. Notice of the hearing (pursuant to Section H) shall be posted or mailed at least ten (10) days before the Board conducts a hearing. It shall state the time, place and general subject matter of such hearing.

A finding, contained in the Resolution of the Board whereby the proposed change is accomplished that notice has been duly given in accordance with those provisions, shall be binding and conclusive on all persons to whom such notice is required to be given.

4. Rules and Regulations

The Board, to additionally promote the beauty and safety of subject property, shall have the power to adopt, amend, modify, or terminate standards, rules and regulations not in conflict with this Declaration or other protective covenants administered by them. All such rules and regulations shall be of the same force and effect as if included herein.

5. Vote of Members

Copies of all final Board action under this Section G shall be posted in three prominent public places within the area affected by the action within five (5) days of the action. If members of the Association entitled to 20% of its total outstanding voting power file a written demand for Member action on the Board action, the Board must either rescind its action or call a Membership meeting to vote on the Board action. At a Membership meeting, the vote of 67% of the membership vote present shall be required for action effecting the limits on assessments and a vote of 50% of the membership vote present shall be required for all other action.

6. Alcalde

The Board may designate a person who shall be its Administrator. He shall be known as the "Alcalde" and shall have power to check plans, initiate violation proceedings and do other ministerial functions for the Board. The Alcalde may appoint "Deputadoes" (who may perform such of his duties as he directs) subject to Board confirmation. The Alcalde and his Deputadoes shall serve at the pleasure of the Board.

H. NOTICES

In exercising the powers granted the Board, the Board shall give notice as follows:

1. As to Affected Parcels

Notice of the proposed action under paragraph F.1. or under paragraph G.1. shall be posted on each lot or parcel to which said action is proposed and on any and all additional parcels which adjoin or which are directly across a dedicated street from any of said parcels; or

In the alternative, such notice may be mailed to the owners of all such parcels at their address as shown on the last equalized assessment roll of San Diego County (or to such other owners as have notified the Board of a change in ownership of any such parcel and of the address of the new owner or owners). Owners may advise the Board of another address for notice to them by written instructions to the Board.

2. As to Assessment

Notice of proposed action under paragraph E shall be by mail to the owners of all parcels to be assessed at their address as shown on the last equalized assessment roll of San Diego County (or to such other owners as have notified the Board of a change in ownership of any such parcel and of the address of the new owner or owners).

3. Posting

Notice of any proposed action under Paragraphs E, F, or G shall be posted at three conspicuous public places within subject property.

4. Other Notice

Any other notice to be given by the Board shall be in such manner as the Board determines is reasonably designed to give notice to persons directly affected.

I. DURATION

This Declaration shall continue in force and effect, except as amended or modified by the Board pursuant to paragraph G.1., until January 1, 2010, or until terminated by majority vote of said Board, whichever is later.

J. ASSOCIATION

1. Membership

Membership in the Association shall be limited to owners of record (as defined in the by-laws of the Association) of land subject to protective covenants administered by the Association. One membership shall be issued for each lot or parcel in GREEN VALLEY HIGHLANDS as designated by Declarant corporation and such membership shall be appurtenant to such lot (upon the conveyance of a lot, the membership goes to the new owner), provided, however, only one membership shall be issued to any member. In the event any such lot is owned by two or more persons, the membership appurtenant to such parcel shall be joint and a single membership for such parcel shall be issued in the names of all and they shall designate to the corporation in writing at the time of issuance one of their number who shall have the power to vote said membership. If no person is so designated, the corporation shall make such designation. If a membership is vested in persons who are not all of the same immediate family unit, only one such family unit shall be entitled to the rights and privileges of membership.

2. Voting

Each member shall have the right to vote at every meeting of the members. The number of votes which each member is entitled to cast shall be based on the assessed valuation of the land without improvements owned by such member within GREEN VALLEY HIGHLANDS. The assessed valuation shall be that which is established by the last equalized assessment roll of the County Assessor of San Diego County, California. Each member shall have one vote for every One Hundred Dollars (\$100.00) of such assessed valuation or fraction thereof.

K. SEVERABILITY

The determination by any Court that any of the provisions of this Declaration are unlawful or void shall not affect the validity of any of the other provisions herein.

L. DECLARATION

PACIFIC IRON & STEEL CO., a California corporation; JOHN L. NORWOOD and ETHELYN M. NORWOOD do hereby declare and establish the foregoing protective covenants, conditions, restrictions, reservations, and charges which are imposed, as covenants running with the land, on the property described in Exhibit "A" hereto (herein referred to as the "subject property") for the direct benefit thereof and as a part of a general plan for the development, improvement, sale, and use of said property.

Dated Nov. 19, 1968

PACIFIC IRON & STEEL CO.
a California corporation

By [Signature]

By [Signature]

[Signature]
JOHN L. NORWOOD

[Signature]
ETHELYN M. NORWOOD

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HARLEY F. BLOOM
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and When Recorded Return to:

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Alex C. McDonald
617 Financial Square
600 "B" Street
San Diego, California 92101

FIRST AMENDMENT TO
GREEN VALLEY HIGHLANDS
PROTECTIVE COVENANT

THIS FIRST AMENDMENT TO GREEN VALLEY HIGHLANDS PROTECTIVE COVENANT, made as of this 25th day of February, 1976 by the undersigned members of the Board of Directors of Green Valley Highlands Association ("Association"), amends that certain Green Valley Highlands Protective Covenant ("Covenant") covering that certain real property located in the County of San Diego, California more particularly described on Exhibit "A" attached hereto and made a part hereof, dated November 19, 1968 and recorded November 20, 1968 with the Office of the County Recorder of San Diego County, California as File/Page No. 203793, all as more fully hereinafter set forth:

W I T N E S S E T H:

WHEREAS, the Covenant, in Section 1 of Article G thereof, provides that the Board of Directors of the Association shall have the power to amend, modify or terminate any or all of the provisions of the Covenant by an instrument in writing duly recorded in the Office of the Recorder of San Diego County; and

Official Records, San Diego County, Harley F. Bloom, Recorder

WHEREAS, the undersigned constitute all of the members of the Board of Directors of the Association; and

WHEREAS, the undersigned wish to make certain amendments to the Covenant as hereinafter set forth;

NOW, THEREFORE, in consideration of the premises, the Covenant is hereby amended as follows:

1. Section 17(a) of Article C of the Covenant is hereby deleted and in lieu thereof the following is inserted:

"(a) There shall be on each parcel an area of not less than 200 square feet for clothes drying, refuse collection and storage of incinerators or propane or other tanks and equipment."

2. Section 6 of Article D of the Covenant is hereby deleted and in lieu thereof the following is inserted:

"6. Trash

Trash containers must be kept in the screened storage area at all times except during the day of pickup, during which day they may be maintained in the open."

3. Section 10(a) of Article D of the Covenant is hereby deleted and in lieu thereof the following is inserted:

"(a) No parcel may be divided or subdivided without the consent in writing of the Board by a four-fifths vote."

4. Section 10(c) of Article D of the Covenant is hereby deleted.

5. Section 2 of Article J of the Covenant is hereby deleted and in lieu thereof the following is inserted:

"2. Voting

Each member shall have the right to vote at

every meeting of the members. Each member shall be entitled to one vote for each Lot or Parcel in Green Valley Highlands owned, but in no event shall more than one vote be cast with respect to any Lot or Parcel."

6. Except as hereinabove expressly amended, the Covenant shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this First Amendment to Green Valley Highlands Protective Covenant.

John R. Hoss

John E. Murphy

Ernette M. Forbes

G. W. [unclear]

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

On February 28, 1976 before me, the undersigned, a Notary Public in and for said State, personally appeared John R. Hoss, John E. Murphy, Ernette M. Forbes and G. W. [unclear]

known to me to be all of the directors of Green Valley Highlands Association and known to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.



Helen Klentz

NOTARY PUBLIC

Official Records, San Diego County, Harley F. Bloom, Recorder

2256

78-499063

FILE/PAGE NO. _____
BOOK 1978
RECORDED REQUEST OF
ADDRESSEE

NOV 17 11 16 AM '78

OFFICIAL RECORDER
RECORDER
SAN DIEGO COUNTY, CALIF.

Recording Requested by
and When Recorded Return to:

GREEN VALLEY HIGHLANDS ASSOCIATION
Barbara A. Rexrode, Pres.,
15913 Wild Holly Lane
Poway, California 92064

SECOND AMENDMENT TO

GREEN VALLEY HIGHLANDS

PROTECTIVE COVENANT

56.00

THIS SECOND AMENDMENT TO GREEN VALLEY HIGHLANDS PROTECTIVE COVENANT, made as of this 16th day of May, 1978 by the undersigned members of the Board of Directors of Green Valley Highlands Association ("Association"), amends that certain Green Valley Highlands Protective Covenant ("Covenant") covering that certain real property located in the County of San Diego, California more particularly described on Exhibit "A" attached hereto and made a part hereof, dated November 19, 1968 and recorded November 20, 1968 with the Office of the County Recorder of San Diego County, California as File/Page No. 203793, all as more fully hereinafter set forth:

W I T N E S S E T H:

WHEREAS, the Covenant, in Section 1 of Article G thereof, provides that the Board of Directors of the Association shall have the power to amend, modify or terminate any or all of the provisions of the Covenant by an instrument in writing duly recorded in the Office of the Recorder of San Diego County; and

WHEREAS, the undersigned constitute all of the members of the Board of Directors of the Association; and

WHEREAS, the undersigned wish to make certain amendments to the Covenant as hereinafter set forth;

NOW, THEREFORE, in consideration of the premises, the Covenant is hereby amended as follows:

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1. Section 1 of Article B of the Covenant is hereby deleted and in lieu thereof is inserted:

"1. General

No building, fence, wall, ancillary building, swimming pool, or solar energy installation shall be erected or altered on any parcel until plans and specifications drawn to scale, legible, neat, and clear as to intent showing such data and information as the Board may require have been presented to and approved by the Board (or by such individual or individuals, corporation or association as the Board may appoint as its representative) as to materials, external design, color, and harmony with the better existing structures on land subject hereto."

2. Section 2 of Article D of the Covenant is hereby deleted and in lieu thereof is inserted:

"2. Residential Only

No parcel shall be used other than for single family residential purposes or agricultural or horticultural purposes."

3. Section 3 of Article D of the Covenant is hereby deleted and in lieu thereof is inserted:

"3. Signs

Except as hereinafter provided, no sign or other advertising device of any character shall be erected or maintained upon any parcel.

(a) On any one parcel one sign, not larger than nine inches by twelve inches, advertising the parcel for sale or rent may be erected and maintained. No "sold" signs are permitted and the "for sale" signs must be removed when an escrow is opened.

(b) On any one lot one sign, not larger than 200 square inches, indicating only the name of the occupant may be erected and maintained.

(c) The Board shall hve the right to enter and to remove any sign or other advertising device erected or maintained in violation of the Declaration without notice or hearing."

4. Section 1(a) of Article E of the Covenant is hereby deleted and in lieu is inserted:

"(a) The Board, after notice and hearing, shall have authority to fix and establish general assessments to provide money for the administration and enforcement of these protective covenants and for accomplishing the purposes of the Association. General Assessments shall be equally divided among the parcels."

5. Except as hereinabove expressly amended, the Covenant shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this Second Amendment to Green Valley Highlands Protective Covenant.

Burton L. Repole

John A. Wood

Harold D. Rowe

William H. Johnston

Janet S. Zayer



G. E. Curry
5-23-78

OFFICIAL RECORDS, SAN DIEGO COUNTY, RECORDER

211

86-094386

Recording Requested by
and When Recorded Return to:

ROBERT P. OTTILIE
1010 Second Avenue
Suite 1401
San Diego, California 92101

RECORDED IN
OFFICIAL RECORDS
OF SAN DIEGO COUNTY

1986 MAR 11 PM 12:49

VERA L. LYLE
COUNTY RECORDER

RE	4
AR	4
TLR	
MG	

THIRD AMENDMENT TO
GREEN VALLEY HIGHLANDS
PROTECTIVE COVENANT
UNITS NO. 1 AND NO. 2

THIS THIRD AMENDMENT TO GREEN VALLEY HIGHLANDS
PROTECTIVE COVENANT, made as of this 8th day of October,
1985, by the undersigned members of the Board of Directors of
Green Valley Highlands Association ("Association"), amends
that certain Green Valley Highlands Protective Covenant Units No. 1 and
("Covenant") covering that certain real property located in
the County of San Diego, California, more particularly
described on Exhibit "A" attached hereto and made a part
hereof, dated November 19, 1968 and recorded November 20,
1968, with the Office of the County Recorder of San Diego
County, California as File/Page No. 203793, all as more fully
hereinafter set forth:

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

W I T N E S S E T H:

WHEREAS, the Covenant, in Section 1 of Article G thereof, provides that the Board of Directors of the Association shall have the power to amend, modify or terminate any or all of the provisions of the Covenant by an instrument in writing duly recorded in the Office of the Recorder of San Diego County; and

WHEREAS, the undersigned constitute the members of the Board of Directors of the Association; and

WHEREAS, the undersigned wish to make certain amendments to the Covenant as hereinafter set forth;

NOW, THEREFORE, in consideration of the premises, the Covenant is hereby amended as follows:

1. Section 12 of Article C of the Covenant is hereby deleted and in lieu thereof the following is inserted:

"12. Antennas

One television antenna extending a maximum of ten (10) feet above the high point of the house may be used and maintained on each lot. No other exposed antenna of any type may be used, constructed or maintained on any lot. The Board may remove any antenna not in compliance with this paragraph, assessing the cost of such removal to the owner of the subject parcel."

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

2. Except as hereinabove expressly amended, the Covenant shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to Green Valley Highlands Protective Covenant, Units No. 1 and No. 2.

Donald J. Ottillie
Catherine L. Glover
John R. Ross
Lee Ball
Lynnette M. Perkes

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

On February 24, 1986, before me, the undersigned, a Notary Public in and for said State, personally appeared Donald J. Ottillie, Catherine L. Glover, John R. Ross, Lee Ball and Lynnette M. Perkes

known to me to be all of the directors of Green Valley Highlands Association and known to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.

Ruth E. Gayle
NOTARY PUBLIC



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

87 439452

1936

Recording Requested by
and When Recorded Return to:

Edward C. Walton
225 Broadway, Suite 800
San Diego, CA 92101-5008

RECORDED
OFFICE OF THE COUNTY RECORDER
OF SAN DIEGO COUNTY

1987 AUG -4 PM 12:47

VERA L. LYNE
COUNTY RECORDER

RF/10 PT
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MG/

FOURTH AMENDMENT TO
GREEN VALLEY HIGHLANDS
PROTECTIVE COVENANT
UNITS NO. 1 and NO. 2

THIS FOURTH AMENDMENT TO GREEN VALLEY HIGHLANDS PROTECTIVE COVENANT, made as of this 19th day of March, 1987, by the undersigned members of the Board of Directors of Green Valley Highlands Association ("Association"), amends that certain Green Valley Highlands Protective Covenant Units No. 1 and No. 2 ("Covenant") covering that certain real property located in the County of San Diego, California, more particularly described in Exhibit "A" attached hereto and made a part hereof, dated November 19, 1968, and recorded November 20, 1968, with the Office of the County Recorder of San Diego County, California as File/page No. 203793, all as more fully hereinafter set forth:

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

1937

W I T N E S S E T H:

WHEREAS, the Covenant, in Section 1 of Article G thereof, provides that the Board of Directors of the Association shall have the power to amend, modify or terminate any or all of the provisions of the Covenant by an instrument in writing duly recorded in the Office of the Recorder of San Diego County; and

WHEREAS, the undersigned constitute the members of the Board of Directors of the Association; and

WHEREAS, the undersigned wish to make certain amendments to the Covenant as hereinafter set forth and the general membership has approved of same;

NOW THEREFORE, in consideration of the premises, the Covenant is hereby amended as follows:

1. Section 6 of Article D of the Covenant as modified by the First Amendment to the Covenant is hereby deleted and in lieu thereof the following is inserted:

"6. Trash

No parcel shall be used as a dumping or storage ground for trash (rubbish, trash, garbage, junk, or other waste or salvage material). The board is vested with the power to remove trash from any parcel thirty (30) days following notification of the owner(s) by certified mail.

OFFICIAL RECORDS, SAN DIEGO COUNTY, CALIFORNIA

1938

Trash and trash containers must be kept in the screened storage area or garage except during the day of pickup and, as a general rule, except after noon on the day before the day of pickup. Containers must be returned to the storage area or garage on the day of trash collection before midnight."

2. Section 5 of Article D of the Covenant is hereby deleted and in lieu thereof the following is inserted:

"5. Nuisance

No noxious or offensive activity shall be carried on upon any parcel nor shall anything be done on any parcel which is or may become an annoyance or nuisance to the neighborhood. This includes, but is not limited to, sound from any source such as a device or instrument for the producing or reproducing of sound, or from any animal, which sound by its magnitude, persistence or frequent recurrence shall cause annoyance or discomfort to neighbors of normal sensitivity."

3. The following shall be added as Section 11 of Article D of the Covenant:

1939

"11. Landscaping

(a) All portions of occupied lots visible from the street must be landscaped and maintained to present a good appearance in keeping with the neighborhood. For a newly constructed home such landscaping must be installed no less than 90 days following occupancy. On all unlandscaped areas of each lot, control of weeds, brush and other growth must be adequate to avoid creation of a fire hazard. Dead trees and other plants must be removed within sixty (60) days. Ground cover or bushes adjacent to city curbs must be trimmed to not extend over the curb.

(b) At such time as any tree or other plant is either planted or grows such that it blocks the view from a window, terrace, or deck of a home on a second lot, and if such plant either did not exist or did not block said view from the second lot at the time the second lot was purchased by the current owner, at the current owner's request the view-blocking plant must be cut back to the extent required to either unblock the view or restore the plant to the

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size it was when the second lot was purchased by the current owner(s), whichever requires less cutting. If the two parties cannot agree, at the request of the complaining owner, the Architectural Committee will determine the amount of trimming, if any, required to correctly implement the intent of this Covenant."

4. Section 12 of Article C of the Covenant as modified by Amendment 3 of the Covenant is hereby deleted and in lieu thereof the following is inserted:

"12. Antennas

One exposed television antenna of the conventional UHF/VHF type extending a maximum of ten (10) feet above the high point of the house may be erected and maintained on each lot. No other exposed antenna of any type, including a satellite dish type, may be installed or maintained on any lot. The Board may remove any antenna not in compliance with this paragraph, assessing the cost of such removal to the owner of the subject parcel."

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RECORDING REQUESTED BY CONTINENTAL LAND TITLE

RECORDED BY
OFFICE OF RECORDS
OF SAN DIEGO COUNTY, CA.

Recording Requested by
and When Recorded Return to:

89 MAR 10 PM 3:55

GREEN VALLEY HIGHLANDS ASSOCIATION
c/o John T. O'Der
13326 Arroya Vista Road
Poway, CA 92064

VERA L. LYLE
COUNTY RECORDER

A-1080-2

FIFTH AMENDMENT

TO GREEN VALLEY HIGHLANDS UNITS 1 AND 2

PROTECTIVE COVENANT

RF	7
AR	5
MG	1

THIS FIFTH AMENDMENT TO GREEN VALLEY HIGHLANDS UNITS 1 AND 2 PROTECTIVE COVENANT, made as of this 10th day of February, 1989, by the undersigned members of the Board of Directors of Green Valley Highlands Association ("Association"), amends that certain Green Valley Highlands Protective Covenant Units 1 and 2 ("Covenant") covering that certain real property located in the County of San Diego, California, more particularly described as follows:

This instrument filed for record by Continental Land Title as an accommodation only. It has not been examined as to its execution or as to its effect upon the title.

Lots 1 through 63 of GREEN VALLEY HIGHLANDS UNIT NO. 1 in the County of San Diego, State of California, according to Map thereof No. 6228 filed in the Office of the County Recorder of San Diego County November 20, 1968,

and

Lots 64 through 81 of GREEN VALLEY HIGHLANDS UNIT NO. 2 in the County of San Diego, State of California, according to Map thereof No. 6596 filed in the Office of the County Recorder of San Diego County February 25, 1970.

Said Covenant dated November 19, 1968, and recorded November 20, 1968, with the Office of the County Recorder of San Diego County as File/Page No. 203793, was amended 4 times previously as follows:

AMENDMENT	RECORDING DATE	FILE NO.
1	March 1, 1976	76-060542
2	November 17, 1978	78-499063
3	March 11, 1986	86-094386
4	August 4, 1987	87-439452

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

W I T N E S S E T H

WHEREAS, the Covenant, in Section 1 of Article G thereof, provides that the Board of Directors of the Association shall have the power to amend, modify or terminate any or all of the provisions of the Covenant by an instrument in writing duly recorded in the Office of the Recorder of San Diego County; and

WHEREAS, the undersigned constitute the members of the Board of Directors of the Association; and

WHEREAS, the undersigned wish to make certain amendments to the Covenant as hereinafter set forth;

NOW THEREFORE, in consideration of the premises the Covenant is hereby amended as follows:

1. Section 6 of Article C of the Covenant is hereby deleted and in lieu thereof the following is inserted:

"6. Quarters for Others

Servants', employees', or guests' quarters may be constructed and maintained, but no paying guest or tenant quarters may be constructed or maintained. Any such quarters shall be contiguous with and under the same roof as the living quarters of the main dwelling house."

2. Section 7 of Article C of the Covenant is hereby deleted and in lieu thereof the following is inserted:

"7. Ancillary Buildings

Ancillary Buildings may be erected and maintained for the use of the persons in possession of the main dwelling, provided that no ancillary building may be used as guest or servants' or employees' quarters; that plans and

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

specifications shall be approved in advance by the Board; and that each ancillary building shall conform generally in architectural design and exterior materials and finish to the dwelling to which it is appurtenant. No ancillary building may be built between the main building and any street. All roofs must be of the same material and color as the roof of the main building."

3. Section 3(c) of Article D of the Covenant is hereby deleted and in lieu thereof the following is inserted:

"3. Signs

(c) One sign, not larger than 100 square inches, indicating the existence of a home security system may be erected and maintained on any one lot.

4. Section 3(d) of Article D of the Covenant is added as follows:

(d) The Board shall have the right to enter and to remove any sign or other advertising device erected or maintained in violation of the Declaration without notice or hearing.

5. Section 1 of Article G of the Covenant is hereby deleted and in lieu thereof the following is inserted:

"1. Administration

The Board shall administer this Declaration of Protective Covenants to promote the beauty and safety of subject property and, subject to approval by vote of homeowners (per Section 5 below), shall have the authority to amend, modify or terminate any or all of the provisions of this Declaration, as to all or any portion of the subject

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

property by an instrument in writing duly recorded in the Office of the Recorder of San Diego County. The Board also has the authority to amend these Protective Covenants by adding land hereto, which added land may be subject to covenants differing from these with Board approval."

6. Section 3 of Article G of the Covenant is hereby deleted and in lieu thereof the following is inserted:

"3. Hearing and Notice

Upon a vote of a majority of the Board to propose an amendment or amendments to this Declaration, notice of such proposed amendments shall be provided to the membership at least ten (10) days prior to a meeting at which the Board will hear comments from members."

6. Section 5 of Article G of the Covenant is hereby deleted and in lieu thereof the following is inserted:

"5. Vote of Members

This Declaration shall only be amended when said amendments are approved by a vote of fifty-one percent (51%) of the members of the Association. Said vote may be taken by mail or at a meeting, as permitted by law. Voting at a meeting may be in person or by proxy. The vote shall be by means of a ballot which satisfies the requirements of California Corporations Code Section 7513, the essential provisions of which require that such ballot shall set forth the proposed action, provide an opportunity to specify approval or disapproval of any

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

proposal, and provide a reasonable time within which to return the ballot to the corporation; ballot solicitations shall indicate the number of responses needed to meet the quorum requirement, and shall state the percentage of approvals necessary to pass the measure submitted."

- 7. Section 3 of Article H of the Covenant is hereby deleted.
- 8. Section 4 of Article H of the Covenant is hereby renumbered as Section 3 of Article H of the Covenant.
- 9. Except as hereinabove expressly amended, the Covenant shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to Green Valley Highlands Protective Covenant, Units No. 1 and No. 2.

John T. O'Der
Ted W. Reynolds
Gregory M. Gazda
Billie Jean Anding
Virginia Hargarten

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

On March 7, 1989, before me, the undersigned, a Notary Public in and for said State, personally appeared John T. O'Der, Ted Reynolds, Virginia Hargarten, Greg Gazda and Billie Jean Anding known to me to be all of the directors of Green Valley Highlands Association and known to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.

Ruth E. Gazda
NOTARY PUBLIC



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

Recording Requested By and
When Recorded Return To:

1111

DOC # 1993-0123670
26-FEB-1993 02:19 PM

PRESIDENT, GREEN VALLEY HIGHLANDS ASSOCIATION
c/o Herbert Hesketh
13568 Orchard Gate Road
Poway, CA 92064

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
ANNETTE EVANS, COUNTY RECORDER
RF: 24.00 FEES: 43.00
RF: 43.00
RF: 1.00

**SIXTH AMENDMENT
TO
PROTECTIVE COVENANT**

**GREEN VALLEY HIGHLANDS ASSOCIATION
GREEN VALLEY HIGHLANDS UNITS 1 AND 2**

THIS SIXTH AMENDMENT TO PROTECTIVE COVENANT is made on the date set forth below by the GREEN VALLEY HIGHLANDS ASSOCIATION, also referred to as "ASSOCIATION".

WITNESSETH

WHEREAS, the Association is the entity authorized to amend the Protective Covenant for the GREEN VALLEY HIGHLANDS UNITS 1 and 2; and

WHEREAS, the Association is authorized by the Protective Covenant to administer other protective covenants; and

WHEREAS, the members and Board of Directors of GREEN VALLEY HIGHLANDS UNIT NO. 3 have decided to assign responsibility for the enforcement of the protective covenants which cover Unit No. 3 to the "Association"; and

WHEREAS, the Association has determined that it is in the best interests of the Association to accept such assignment of responsibility from Unit 3, and

WHEREAS, membership in the Association includes owners of record of all parcels of land which are subject to protective covenants administered by the Association; and

WHEREAS, the Board of Directors has decided that membership in the Association shall include those owners of record of the real property contained in the above described Unit 3; and

WHEREAS, it is now necessary to make a sixth amendment to the Protective Covenant for the GREEN VALLEY HIGHLANDS UNITS 1 and 2; and

WHEREAS, that sixth amendment is for the purpose of accepting such responsibility for enforcement of the protective covenants of Unit No. 3 and extending membership in the Association to the owners of record of parcels within Unit 3; and

OFFICIAL RECORDS, ANNETTE J. EVANS, SAN DIEGO RECORDER/COUNTY CLERK

1112

Sixth Amendment To Protective Covenant of Green Valley Highlands (Units 1 and 2)

WHEREAS, it is now to the benefit of the Association to make such amendment;

NOW THEREFORE, the Association declares that the Protective Covenant shall be amended as follows:

1. Paragraph A.3 is added to the Association's Protective Covenant to read in its entirety as follows:

"3. Additional Protective Covenants administered by the Association:

In addition to enforcing the provisions of this Protective Covenant as to the real property described in Exhibits A and B of this Protective Covenant, the Association shall also administer the separate and existing protective covenants for that real property commonly known as GREEN VALLEY HIGHLANDS UNIT No. 3.

The separate and existing protective covenants for Unit No. 3 as well as a legal description of the property affected thereby are attached hereto as Exhibit C and are incorporated by reference herein."

2. Paragraph J.1 is amended to read in its entirety as follows:

"Membership in the Association shall be limited to owners of record of land subject to any protective covenants administered by the Association. This shall include any owners of record of land subject to the separate and existing protective covenants which govern the property contained in what is commonly known as Green Valley Highlands Unit 3 and which are administered by the Association.

One membership shall be issued for each lot or parcel in Green Valley Highlands as designated by Declarant corporation and such membership shall be appurtenant to such lot (upon the conveyance of a lot, the membership goes to the new owner), provided, however, only one membership shall be issued to any member. In the event any such lot is owned by two or more persons, the membership for such parcel shall be issued in the names of all and they shall designate to the corporation in writing at the time of issuance one of their number who shall have the power to vote said membership. If no person is designated, the corporation shall make such designation. If a membership is vested in persons who are not all of the same immediate family unit, only one such family unit shall be entitled to the rights and privileges of membership."

2118

DOC # 1996-0076947
15-FEB-1996 03:04 PM

Prior Recorder's Reference No. 1993-0123670

Recording Requested By and
When Recorded Return To:

OFFICIAL RECORDS			
SAN DIEGO COUNTY RECORDER'S OFFICE			
GREGORY SMITH, COUNTY RECORDER			
RF:	13.00	FEES:	31.00
AF:	17.00		
MF:	1.00		

PRESIDENT
GREEN VALLEY HIGHLANDS ASSOCIATION
c/o Walter W. Duft
16033 Stoney Acres Road
Poway, CA 92064

**SEVENTH AMENDMENT
TO
PROTECTIVE COVENANT**

**GREEN VALLEY HIGHLANDS ASSOCIATION
GREEN VALLEY HIGHLANDS UNITS 1 AND 2**

THIS SEVENTH AMENDMENT TO PROTECTIVE COVENANT is made on the date set forth below by the GREEN VALLEY HIGHLANDS ASSOCIATION, also referred to as "ASSOCIATION".

WITNESSETH

WHEREAS, the Association is the entity authorized to amend the Protective Covenant for the GREEN VALLEY HIGHLANDS UNITS 1 and 2; and

WHEREAS, the Association is authorized by the Protective Covenant to administer other protective covenants; and

WHEREAS, membership in the Association includes owners of record of all parcels of land which are subject to protective covenants administered by the Association; and

WHEREAS, it is now necessary to make a seventh amendment to the Protective Covenant for the GREEN VALLEY HIGHLANDS UNITS 1 and 2; and

WHEREAS, it is now to the benefit of the Association to make such amendment;

OFFICIAL RECORDS, GREGORY J. SMITH, SAN DIEGO RECORDER/COUNTY CLERK

2119

Seventh Amendment To Protective Covenant of Green Valley Highlands (Units 1 and 2)

NOW THEREFORE, the Association declares that the Protective Covenant shall be amended as follows:

1. Paragraph C.12 is amended to read in its entirety as follows:

C. BUILDING

12. Antennas:

One exposed television antenna of the conventional UHF/VHF type extending a maximum of ten (10) feet above the high point of the house may be erected and maintained on each lot. Satellite dish antennas not exceeding 24 inches in diameter are permitted, but the Board must approve the location of the dish on the lot. No other exposed antenna of any type may be installed and maintained on any lot.

2. Paragraph F. is amended to read in its entirety as follows:

F. VIOLATIONS

1. Adjudication Procedures

- (a) Informal Procedure

The Board or its agents may informally investigate any suspected violation of these covenants in whatever manner the Board or its agents deem appropriate. If the Board or its agents determine that a violation exists, the owner shall be notified and given a reasonable time in which to rectify the violation.

OFFICIAL RECORDS, GREGORY J. SMITH, SAN DIEGO RECORDER/COUNTY CLERK

2120

Seventh Amendment To Protective Covenant of Green Valley Highlands (Units 1 and 2)

(b) Formal Procedure

If the informal procedure does not result in compliance, the Board shall hold a violation hearing. Not less than fifteen days' notice of the date, time and place of the hearing shall be given, by certified mail, to the suspected owner in violation. The notice shall state the nature of the suspected violation and refer to the specific covenants that apply. The other owners who are most directly and materially affected by the suspected violation shall be notified of the hearing orally or by mail.

The hearing shall be before a quorum of the Board. The president or the senior director present shall preside. The hearing shall be public and no owner or owner's representative shall be denied attendance. A director who has a direct or personal interest in the proceeding beyond that of any other owner must recuse himself or herself, otherwise a challenge for cause may be made and the decision as to disqualification shall be made by the remaining directors.

The hearing shall be conducted in a full and fair manner. Each owner or owner's representative shall have the right to state his or her position, present evidence and present arguments -- either in writing or in person. The hearing need not follow the rules of evidence or legal procedure.

The decision shall be by a majority of the directors present. The decisions shall be rendered at the conclusion of the hearing or within five days thereafter. If requested by the suspected owner in violation, the decision shall be made in executive session, which the suspected owner in violation is entitled to attend. If the Board finds that a violation exists, the owner in violation shall be given written notice of the finding of violation, delivered by certified mail. The written notice shall state the specific nature of the violation, the action required to rectify the violation, and a reasonable time (not less than ten days) for the owner to comply.

(c) Expedited Procedure

If the nature of the suspected violation is such that delay in addressing it would be undesirable, the Board may, by resolution stating the specific facts that warrant expedited procedures, proceed as follows:

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Seventh Amendment To Protective Covenant of Green Valley Highlands (Units 1 and 2)

The Board may, without restriction, set a time for hearing. The suspected owner in violation shall be orally notified of the date, time, place, and subject matter of the hearing. The other owners most directly and materially affected by the suspected violation also shall be orally notified of the hearing.

The hearing shall be conducted and the decision rendered in the same manner as under the formal procedure, except that the decision shall be rendered at the conclusion of the hearing. If the Board finds that a violation exists, the owner in violation shall be given oral notice of finding of violation. The oral notice shall state the specific nature of the violation, the action required to rectify the violation, and the time for compliance. The Board may determine the time for compliance without restriction. A confirming, written notice of finding of violation shall be sent by certified mail.

The owner in violation has the right to a rehearing, which shall be under the formal procedure. This right must be exercised in writing within ten days after the oral notice of finding of violation. Any remedy invoked by the Board as a result of the expedited procedure shall continue to apply from the date of the oral notice of finding of violation unless, on rehearing, the finding of violation is reversed.

2. Recording Notice of Finding of Violation

If the owner in violation fails to comply with the notice of finding of violation, the Board may record in the office of the county recorder a notice of finding of violation of restrictions with regard to the owner's property. Within five days after a demand for reimbursement, the owner in violation shall reimburse the Association for the cost of recording, which constitutes a special assessment enforceable under paragraph E.3.

3. Suspension of Rights

If the owner in violation fails to comply with the notice of finding of violation, the Board may suspend the owner's rights as a member of the Association, including the right to vote and the right to hold office, until compliance is achieved.

OFFICIAL RECORDS, GREGORY J. SMITH, SAN DIEGO RECORDER/COUNTY CLERK

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4. Monetary Penalty

If the owner in violation fails to comply with the notice of finding of violation, the Board may assess a monetary penalty not exceeding \$25.00 per day for each day beginning with the first day after expiration of the time period for compliance and continuing until compliance is achieved. If the violation is periodic rather than continuous in nature, the Board may assess a monetary penalty not exceeding \$250.00 per occurrence. A monetary penalty is due and payable immediately and constitutes a special assessment enforceable under paragraph E.3.

5. Limited Right of Entry

If the owner in violation fails to comply with the notice of finding of violation, the Board or its agents have the right to enter the lot and take the action required to rectify the violation. The Board must furnish the owner or the owner's lessee with at least 48 hours' written notice of intention to enter the lot, specifying the purpose and scheduled time of entry. In no event does this right of entry permit the Board or its agents to enter the residence on the lot without the prior permission of the owner or the owner's lessee. There is hereby created an easement in favor of the Association to enter the lot of an owner in violation under the circumstances and in the manner described in this paragraph, and the Board or its agents shall not be guilty of any manner of trespass. Within five days after a demand for reimbursement, the owner in violation shall reimburse the Association for the expenses incurred in entering the lot and taking the action required to rectify the violation. These expenses constitute a special assessment enforceable under paragraph E.3.

6. Other Remedies

The Board or any owner may employ any other remedy for violation of these covenants that is available at law or in equity, including but not limited to temporary restraining order, preliminary injunction, permanent injunction, and declaratory relief.

OFFICIAL RECORDS, GREGORY J. SMITH, SAN DIEGO RECORDER/COUNTY CLERK

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Seventh Amendment To Protective Covenant of Green Valley Highlands (Units 1 and 2)

7. Cumulative Remedies

The remedies for violation of these covenants are cumulative. The exercise of any one remedy does not preclude or affect the exercise, at the same or at different times, of any other remedy. The choice of remedies against one owner in violation does not preclude or affect the choice of remedies against a different owner in violation.

8. Attorneys' Fees and Costs

In any action arising out of these covenants, the court shall award reasonable attorneys' fees and costs to the prevailing party. If the Association prevails, the award of attorneys' fees and costs is due and payable immediately and constitutes a special assessment enforceable under paragraph E.3.

9. Failure to Enforce Not a Waiver

The Board's failure to enforce these covenants does not constitute a waiver of the right to enforce these covenants thereafter.

10. Encumbrances

A violation of any of these covenants shall neither defeat nor render invalid the lien of any mortgage or deed of trust made for value which may then exist on said parcel, but said covenants shall be binding upon and effective against any owner where title of subject property is acquired by foreclosure, trustee's sale or otherwise. It may be conclusively presumed by the owner of any such encumbrance for value and by any title insurance company insuring the lien of such encumbrance that no violation exists under the terms of this Declaration upon the recordation of such encumbrance in the office of the County Recorder of San Diego County at any time before the recordation in said office of a notice of claim of such a violation.

OFFICIAL RECORDS, GREGORY J. SMITH, SAN DIEGO RECORDER-COUNTY CLERK

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Seventh Amendment To Protective Covenant of Green Valley Highlands (Units 1 and 2)

IN WITNESS THEREOF the undersigned, comprising the Board of Directors of the ASSOCIATION, have executed this instrument as of this 10th day of February, 1996, hereby certify that they are acting pursuant to the approval of this Amendment by vote of a majority of Association members, and pursuant to the Board of Director's authority to act on behalf of the Association.

GREEN VALLEY HIGHLANDS ASSOCIATION

[Signature]
Elizabeth A. Tarzy
Lynette M. Perkes
[Signature]
Richard A. Jensen

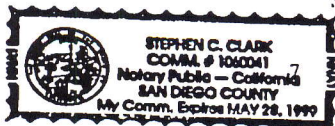
STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

On this 10 day of February, 1996, before me, the undersigned, a Notary Public in and for the State, personally appeared Walter Duff, Beth Tarzy, ~~Richard Bender~~, Lynette Perkes, and ~~Harbor Henrich~~, personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal: *(Area below for official notarial seal)*

Dated: February 10, 1996

[Signature]
Signature



OFFICIAL RECORDS, GREGORY J. SMITH, SAN DIEGO RECORDER/COUNTY CLERK

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

2125

County of San Diego

On February 10, 1996 before me, Stephen C. Clark, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe/Notary Public")

personally appeared Herbert Mesketel
Name(s) of Signer(s)

personally known to me — OR — proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Stephen C. Clark
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer
- Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
 Top of thumb here

Signer is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer
- Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
 Top of thumb here

Signer is Representing: _____

OFFICIAL RECORDS, GREGORY J. SMITH, SAN DIEGO RECORDER/COUNTY CLERK

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No 5907

State of California

2126

County of San Diego

On 2-12-96 before me, Virginia Sheposh, Notary Public
DATE NAME, TITLE OF OFFICER (E.G., "JANE DOE, NOTARY PUBLIC")

personally appeared Richard A. Bender, MD
NAME(S) OF SIGNER(S)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Virginia Sheposh
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER
- _____ TITLE(S)
- PARTNER(S) LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

Seventh A amendment to Protective Covenant

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

SIGNER(S) OTHER THAN NAMED ABOVE

OFFICIAL RECORDS, GREGORY J. SMITH, SAN DIEGO RECORDER/COUNTY CLERK

DOC # 2005-0934127



OCT 27, 2005 3:02 PM

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
GREGORY J. SMITH, COUNTY RECORDER
FEES: 19.00
PAGES: 5



2005-0934127

F8
5P

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

 **Margo Pagnini**
16036 Stony Acres Rd
Poway, CA 92064-2138

16319

(Above Space for Recorder's Use)

**EIGHTH AMENDMENT
TO
PROTECTIVE COVENANT
GREEN VALLEY HIGHLANDS ASSOCIATION**

GREEN VALLEY HIGHLANDS UNITS 1 AND 2

DATED JULY 10, 2004

NOTICE
(Gov't. Code §12956.1)

If this document contains any restriction based on race, color, religion, sex, familial status, marital status, disability, national origin, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.1 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

**EIGHTH AMENDMENT
TO
PROTECTIVE COVENANT
GREEN VALLEY HIGHLANDS ASSOCIATION
GREEN VALLEY HIGHLANDS UNITS 1 AND 2**

THIS EIGHTH AMENDMENT TO PROTECTIVE COVENANT is made on the date set forth below by the GREEN VALLEY HIGHLANDS ASSOCIATION, a California nonprofit mutual benefit corporation, also referred to herein as "ASSOCIATION."

WITNESSETH

WHEREAS, the Association is the entity authorized to amend the Protective Covenant for the GREEN VALLEY HIGHLANDS UNITS 1 and 2; and

WHEREAS, the Protective Covenant for the GREEN VALLEY HIGHLANDS UNITS 1 and 2 was originally recorded on November 20, 1968 as Doc. No. 203793, and subsequently has been amended on as Doc. No. 203793; May 8, 1970 as Doc. No. 79928; March 1, 1976 as Doc. No. 76-060542; November 17, 1978 as Doc. No. 78-499063; March 11, 1986 as Doc. No. 86-094336; August 4, 1987 as Doc. No. 87-439452; March 10, 1989 as Doc. No. 89-124723; February 26, 1993 as Doc. No. 1993-0123670; February 15, 1996 as Doc. No. 1996-0076947

WHEREAS, the Protective Covenant for the GREEN VALLEY HIGHLANDS UNITS 1 and 2 and all subsequent amendments have been recorded against the property legally described in Exhibit A attached hereto:

WHEREAS, the Association has determined that it is in the best interests of the Association to accept the two changes detailed below; and

WHEREAS, membership in the Association includes owners of record of all parcels of land which is subject to protective covenants administered by the Association; and

WHEREAS, it is now necessary to make an amendment to the Protective Covenant for the GREEN VALLEY HIGHLANDS UNITS 1 and 2; and

WHEREAS, it is now to the benefit to the Association to make such amendment;

WHEREAS, Paragraph G.5 of the Protective Covenant provides that the Protective Covenant may be amended when approved by at least fifty-one percent (51%) of the members of the Association;

WHEREAS, by signing and acknowledging their signatures below, the undersigned President and Secretary of the Association hereby certify that the said amendment was approved as required by Paragraph G.5 of the Protective Covenant;

NOW THEREFORE, the Association declares that the Protective Covenant shall be amended as follows:

- 1. A new Paragraph B.5, is added to the Association's Protective Covenant to read in its entirety as follows:

B. PLANS AND SPECIFICATIONS

5. Timing

Plans and specifications must be in the hands of the Board thirty (30) days prior to the commencement of construction. New constructions must be completed within 360 days and modifications/remodels must be completed within 180 days of commencing the project.

- 2. Paragraph I. shall be changed in its entirety to read as follows:

I. DURATION

This Declaration shall continue in force and effect, except as amended or modified pursuant to paragraph G.1., until January 1, 2025 or until terminated by a majority vote of the homeowners, whichever is later.

Except as expressly amended above, the Protective Covenant for Green Valley Highlands Units 1 and 2, as previously amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this instrument as of Oct 6, 2005 2005.

Margo Pagnini
Margo Pagnini, President, Green Valley Highlands Association

Wayne Hamburger
Wayne Hamburger, Secretary, GREEN VALLEY HIGHLANDS ASSOCIATION

State of California)
County of San Diego)

On October 6, 2009, before me, Luz Kohlbeck
a Notary Public, personally appeared Margo Pagnini and Wayne Hamburger.

- personally known to me
- OR -
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he/she~~ they executed the same in ~~his/her~~ their authorized capacity(ies), and that by ~~his/her~~ their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



[Signature]
Notary Public

State of California)
County of _____)

On _____, before me, _____
a Notary Public, personally appeared _____,

- personally known to me
- OR -
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is / are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Exhibit A

That certain real property located in the County of San Diego, California, more particularly described as:

Lots 82 through 117, inclusive, of Green Valley Highlands Unit No. 3 according to Map thereof No. 8196 filed in the Office of the County Recorder of San Diego County, California, on October 22, 1975;

Together with that portion of Parcel 55 of Record of Survey No. 3842, on file in the Office of the County Recorder of said San Diego County, described as follows:

Beginning at the Southeasterly corner of said Lot 96; thence South $0^{\circ}55'13''$ West 71.47 feet along the Southerly prolongation of the Easterly line of said Lot 96; thence South $86^{\circ}26'13''$ West 237.12 feet to a point on the Easterly line of Lot 82 of said Green Valley Highlands Unit No. 3; thence North $0^{\circ}55'38''$ East 90.00 feet along said Easterly line of said Lot 82 and its Northerly prolongation to the Southwesterly corner of said Lot 96; thence South $89^{\circ}04'47''$ East 236.38 feet to the point of beginning;

Together with those portions of Parcels 55 and 56 of Record of Survey No. 3842 on file in the Office of the County Recorder of said San Diego County, described as follows:

Beginning at the Southwesterly corner of said Lot 97 thence South $0^{\circ}55'13''$ West 71.47 feet along the Southerly prolongation of the Westerly line of said Lot 97; thence North $86^{\circ}26'13''$ East 274.59 feet to a point on the Westerly line of Lot 109 of said Green Valley Highlands Unit No. 3; thence North $0^{\circ}55'38''$ East 50.00 feet along said Westerly line of Lot 109 to the Southeasterly corner of said Lot 97; thence North $89^{\circ}04'47''$ West 273.76 feet to the point of beginning.