

GREEN VALLEY HIGHLANDS

PROTECTIVE COVENANT

GREEN VALLEY HIGHLANDS ASSOCIATION

October 23, 1975

(GREEN VALLEY HIGHLANDS UNIT 3)

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 October 22, 1975, in the County of San Diego, State of California;

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.

INCORPORATING:

**RESTATED APRIL 22, 1976
AMENDMENT 1 JANUARY 31, 1990
AMENDMENT 2 FEBRUARY 26, 1993**

AMENDMENT 3 MARCH 18, 1997

ARTICLES AFFECTED:

**ARTICLE G, SECTION 1
ARTICLE E, SECTION 1
ARTICLE G, SECTION 1
ARTICLE H
ARTICLE C, SECTION 16**

4 10.27.05

Printed MARCH 1998

TABLE OF CONTENTS

I. GREEN VALLEY HIGHLANDS PROTECTIVE COVENANT (UNIT 3)

<u>Para.</u>		<u>Pg.</u>	<u>Para.</u>	<u>Subject</u>	<u>Pg.</u>
A	SUBJECT LAND	1		8. Clearing	6
	1. Description	1		9. Storage	6
	2. Sale of Lots	1		10. Division of Lots	6
B	PLANS AND SPECIFICATIONS	1	E	BOARD	6
	1. General	1		1. Board	6
	2. Specific	2		2. Powers	7
	3. Fees	2	F	VIOLATIONS	7
	4. Protection for Owner	2		1. Proceeding	7
C	BUILDING	2		2. Proceeding Commenced by Board	7
	1. Setbacks	2		3. Reversionary Rights	7
	2. Side Setbacks	3		4. Encumbrances	7
	3. Single Family Dwellings Only	3	G	AMENDMENTS, RULES, AND REGULATIONS	7
	4. Number of Stories	3		1. Amendment of Declaration	7
	5. Occupancy before Completion	3		2. Standards	7
	6. Ancillary Buildings	3		3. Hearing and Notice	8
	7. Used Buildings	3		4. Rules and Regulations	8
	8. Minimum Floor Area	3		5. Alcalde	8
	9. Construction Shacks	4	H	ASSESSMENTS	8
	10. Roofs	4			
	11. Garages	4	I	NOTICES	8
	12. Driveways	4		1. As to Affected Parcels	8
	13. Treehouses	4	J	DURATION	8
	14. Utility Lines	4			
	15. Screened Areas and Fences	4	K	MEMBERSHIP	9
	16. Antennas	4		1. Membership	9
	17. Future Setbacks	5		2. Voting	9
D	USE AND MAINTENANCE	5	L	SEVERABILITY	9
	1. Appearance	5			
	2. Residential Only	5	M	DECLARATION	9
	3. Signs	5			
	4. Animals	6		EXHIBIT "A"	11
	5. Nuisance	6			
	6. Trash	6			
	7. Excavating	6			

II. GREEN VALLEY HIGHLANDS ASSOCIATION

1. General Description	12
2. Articles of Incorporation	13
3. By-Laws	15

GREEN VALLEY HIGHLANDS
PROTECTIVE COVENANT RESTATED (UNIT 3)

PACIFIC IRON & STEEL CO., a California corporation, is the "Declarant". It heretofore under date of September 19, 1975, made that certain Green Valley Highlands Protective Covenant which was recorded with the Office of the County Recorder of San Diego County, California on October 23, 1975, as File/Page No. 75-294239. The Protective Covenant provides that it may be amended by the Board created therein. Declarant and the Board wish to amend the Protective Covenant and to restate the same as hereinafter provided. The Protective Covenant recorded October 23, 1975, as File/Page No. 75-294239 is therefore amended and restated to provide as hereinafter set forth.

A. SUBJECT LAND

1. Description

Exhibit "A" attached hereto is hereby incorporated herein. It embraces a development known as GREEN VALLEY HIGHLANDS UNIT NO. 3 and is the subject property.

2. Sale of Lots

Upon sale of each lot the seller shall deliver to the buyer a copy of these Protective Covenants and a copy of the grading plans approved by the County of San Diego as a condition to the filing of the final Subdivision Map for Green Valley Highlands Unit No. 3. Said plans are on file with the County of San Diego, California.

B. PLANS AND SPECIFICATIONS

1. General

No building, fence, or wall shall be erected or altered on any lot 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 and 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 plans for water falling on or flowing onto the lot.

(b) The plans and specifications shall, as a condition to approval, be consistent with the provisions of these protective covenants, and shall incorporate design having character, merit and substance. Structures shall be designed with a motif expressing quality and interest, and take into consideration the topography, surrounding landscaping and environment of the lot. The motif shall be consistent on all elevations. Particular design ingenuity shall be required for building on lots which are not level. The Control Committee may require Architect and/or Designer to defend the merit of his design at a meeting on the building site.

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

(d) Exterior color coating is not permitted. Instead the exterior cement plaster shall be painted. Aluminum colored sash is not permitted. Instead anodized or other colored sash shall be used.

(e) No grading shall be done until approved by the Control Committee.

(f) All prepared building sites shall drain to the public street or to the gunite lined drain ditch as shown on the grading plans approved by the County of San Diego.

Plans and specifications of work other than the 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 (1) 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. Setbacks

No building shall be erected less than fifty (50) feet from the front property line (hereinafter called FPL), except on lots 93, 94, 105, 106, 107 and 108 they shall be not less than fifty (50) feet from the Centerline of the street; and except on lots 111 and 115 they shall be not less than forty (40) feet from the FPL; and except on lots 112, 113 and 114 they shall be not less than sixty (60) feet from the FPL and on lots 104 and 116 they shall be not less than fifty (50) feet from Orchard Gate and not less than forty (40) feet from the Overview Road property lines.

No building shall be erected on lots 95, 98, 108 and 111 within twenty-five (25) feet from panhandle property lines.

Garages shall open and be located in accordance with the following:

Lots 82, 83, 84, 85, 86, 87 and 88 shall open to east unless over 100' from FPL in which case garage may face 90° to road; provided, however, that if the garage is at the rear of the main dwelling, no particular orientation shall be required.

Lot 89 shall be over 120' from FPL, and no particular orientation shall be required.

Lots 90 and 91 shall open to east, west or north, but not south.

Lot 92 shall open to west unless 70' from FPL in which case it may open to north.

Lots 93 and 94 shall open to west; provided, however, if at the rear of main dwelling (away from the street) no particular orientation shall be required.

Lot 95 shall open to west unless over 60' from FPL in which case it may open to north.

Lots 98, 99 and 100 shall open to east.

Lot 101 shall open to east unless over 100' from Rancho Hollow Road FPL in which case it may open to north if 90' from Orchard Gate Road FPL.

Lots 102 and 103 shall open to south; provided, however, that if 80' from the FPL no particular

orientation shall be required.

Lot 104 may open toward road if over 80' from both road property lines, otherwise it shall open to west. It may not open to south.

Lots 105 and 106 shall open to west or if at right angles to the south property line, to the north. On these lots the Control Committee shall have the discretion to authorize other alignments but may not permit to face the street unless at least 60' from FPL.

Lots 107 and 108 shall open to west unless over 60' from both FPL and north property line in which case no particular orientation shall be required.

Lots 111 through 115 shall not open to south.

Lots 116 and 117 shall be further than 60' from both FPL.

2. Side Setback

No building shall be erected less than ten (10) feet from each side line of any lot, except that in the case of a corner lot, 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, not more than one (1) dwelling house may be constructed on any lot, and a dwelling house shall be designed for occupancy and be occupied by not more than one (1) family.

4. Number of Stories

Lots 82 through 87 and 95 through 100 may be split level. Lots 107 through 115 may be two (2) story. Lot 88 may be a split level if the main dwelling is located not closer than one hundred (100) feet from the FPL. All other lots shall be not more than one (1) story in height.

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. Ancillary Buildings

Ancillary Buildings may be erected 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. On lot 117 a nonconforming sales office may be maintained.

7. Used Buildings

No building constructed elsewhere shall be moved on or onto or reconstructed on subject property, except as permitted in writing by the Control Committee.

8. Minimum Floor Area

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

9. Construction Shacks

During the period of any construction, no trailer, mobile home, tent, shack, garage, or other structure of a temporary character, other than toilet facilities, shall be moved, or erected upon subject property except as specifically permitted in writing by the Board. Temporary toilet facilities must be located in an unobtrusive place.

10. Roofs

No structure constructed on any lot 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 (4) feet in twelve (12) feet horizontally is acceptable.)

11. 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) Doors for at least two (2) of the stalls shall be equipped with automatic opening devices operable from the vehicles regularly garaged therein.

12. Driveways

All improved building sites must have an adequate driveway paved with a two (2) inch asphaltic mix or other approved paving material. All driveways shall be shaped to carry runoff water.

13. Treehouses

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

14. Utility Lines

All telephone, electric and other lines on all lots shall be below ground level, and all evidence of trenching must be eliminated.

15. Screened Area and Fences

(a) There shall be on each lot an area of not less than 200 square feet for clothes drying, refuse collection and storage, firewood 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. Fencing shall be architecturally in keeping with the main dwelling and shall not be constructed closer to the street than the front setback of the building.

16. Antennas

One exposed television antenna of the conventional UHF/VHF type extending a maximum of ten (10) feet above the high point of the roof 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.

17. Future Setbacks

Appropriate modifications consistent with paragraphs 1, 2 and 4 above shall be made when any of lots 82, 96, 97, 109 and 110 are further divided.

D. USE AND MAINTENANCE

1. Appearance

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

(b) The Board is vested with the power to require trees, shrubbery and bank coverings to be maintained in a healthy condition. It may enter and water lots in meeting these conditions after notice.

(c) In order to protect views from lots, the following types of trees shall not be planted on any lot, except with the prior written approval of the Control Committee as to location:

Canary Island Pine
Poplar
Monterrey Pine
Eucalyptus
Washtonia Palm

2. Residential Only

No lot shall be used other than for single family residential purposes or agricultural or horticultural purposes, except Declarant does designate lot 117 for a tract real estate office for its designee and for the sale of other land within a radius of two (2) miles thereof. No other commercial use of any kind may be conducted on any lot.

3. Signs

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

(a) On any one lot one (1) sign, not larger than eighteen by twenty-four inches, advertising the lot for sale 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 lot 117 reasonable signs as it may deem necessary or proper in connection with the conduct of its operations.

(c) A general contractor, but no subcontractor, who is constructing a dwelling house may erect and maintain one (1) sign, not larger than eighteen inches by twenty-four inches, only during the course of construction.

(d) On any one lot one (1) sign, not larger than 200 square inches, indicating only the name of the occupant may be erected and maintained.

(e) 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 lot of subject property. No more than two (2) dogs may be kept on a lot of subject property. Dogs shall not be allowed out of an enclosed area without being on a leash.

5. Nuisance

No noxious or offensive activity shall be carried on upon any lot nor shall anything be done on any lot which is or may become an annoyance or nuisance to the neighborhood. Barking dogs and construction crews on Sundays shall be deemed an annoyance and nuisance.

6. Trash

No lot 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 lot 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.

7. Excavating

Dumping of dirt or topsoil on any lot shall be permitted only if such dirt or topsoil is spread to a new usable grade on said lot within ten (10) days. Removing dirt or topsoil from any lot shall be permitted only if the amount is nominal and the lot is smoothed within ten days.

8. Clearing

The Board is vested with the power to require lot clearing to standards established by it. It may clear lots not meeting those standards after notice.

9. Storage

Nothing may be stored or maintained on any lot unless:

- (a) It is within the screened area and is not visible therein from any lot or street; or
- (b) It is completely housed from view from any lot or street in a manner satisfactory to the Board.

The foregoing applies to, but is not limited to, vehicles, 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 Lots

At such time as San Diego County approves further division, lots 82, 96, 97, 109 and 110 may be further divided. Upon such further division, each new lot shall have one (1) vote in accordance with Section J, Paragraph 1.

E. BOARD

1. Board

The Board shall be the Board of Directors of the Green Valley Highlands Association, elected in accordance with the provisions of the Bylaws of the Green Valley Highlands Association.

2. Powers

It is the duty of the Board to enforce these restrictions. The Board may use the Small Claims Court, if necessary.

F. VIOLATIONS

1. Proceeding

The Board shall hold a hearing on each possible violation. Not less than ten (10) days' notice of said hearing shall be given pursuant to Section H.

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 lot where the violation exists.

3. Reversionary Rights

If the finding of violation was by at least four-fifths (4/5ths) 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 lot shall revert to The Board of Directors which shall have the right of entry or re-entry upon the lot and the power to terminate the estate of the owners found to be in violation.

4. Encumbrances

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 lot, 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 of the Green Valley Highlands Association shall administer this declaration of Protective Covenants to promote the beauty and safety of the property. However, the power to amend, modify or terminate any or all of the provisions of this declaration (except Section D. 10. which may not be amended or altered), as to all or any portion of the property, shall reside solely with the owners of the thirty-six (36) lots included in Green Valley Highlands Unit No. 3, the adoption of any such changes to require a favorable vote by at least two-thirds (2/3) of the votes of the owners as defined in Section J., paragraphs 1 and 2. Any changes to this declaration must be made by an instrument in writing duly recorded in the office of the Recorder of San Diego County".

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 shall be accomplished pursuant to Section I.

4. Rules and Regulations

The Board, to additionally promote the beauty and safety of the 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 and Board Bylaws shall be of the same force and effect as if included herein.

5. 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. ASSESSMENTS

The lot owners in GREEN VALLEY HIGHLANDS UNIT 3 shall accept that the Board of Directors of the GREEN VALLEY HIGHLANDS ASSOCIATION, after notice and hearing to all lot owners, shall have the authority to fix and establish annual and special assessments to provide money for the administration and enforcement of these and other protective covenants it administers, and for accomplishing the purposes of the Association, such general assessments to be equally divided among all parcels administered by the Board; and that the Board shall also have the authority to fix specific assessments on parcels in violation to recover the costs relating to those violations. All assessments shall require approval by a vote of four-fifths of the Board.

I. NOTICES

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

1. As to Affected Parcels

Notice of a proposed action shall be posted on each lot to which said action is proposed and all additional lots which adjoin or which are directly across a dedicated street from any of said lots; or

In the alternative, such notice may be mailed to the owners of all such lots 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 lot 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.

J. 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.

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

On _ (APRIL 21, 1976) ___ before me, the undersigned, A Notary Public in and for said State, personally appeared HOWARD G. SMITS, AUGUST C. KLENTZ, EUGENE VON EHRENBURG AND JAMES BERGMARK, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

WITNESS my hand and official seal.

_____(HELEN KLENTZ)
 NOTARY PUBLIC

Amended as follows: First Amendment dated January 30, 1990
 Second Amendment dated February 24, 1993
 Third Amendment dated March 6, 1997

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 $0^{\circ}55'03''$ 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.

GENERAL DESCRIPTION OF
GREEN VALLEY HIGHLANDS ASSOCIATION
.....

PACIFIC IRON & STEEL CO., developer of GREEN VALLEY HIGHLANDS, has learned that most deed restrictions are ineffective because interest in their enforcement fades when a developer finishes. In order to preserve continuing interest in the protective covenant, PACIFIC IRON & STEEL CO. has formed a non-profit corporation, the members of which are property owners in GREEN VALLEY HIGHLANDS. The Board of Directors of this corporation, the GREEN VALLEY HIGHLANDS ASSOCIATION, are specifically responsible for enforcing the protective covenant.

The only purpose of the GREEN VALLEY HIGHLANDS ASSOCIATION is to ensure the protective covenant is always a living document.

The specifics of the By-laws and Articles of Incorporation follow.

**ARTICLES OF INCORPORATION
OF
GREEN VALLEY HIGHLANDS ASSOCIATION**
.....

I

The name of this corporation is GREEN VALLEY HIGHLANDS ASSOCIATION.

II

a. The specific and primary purposes for which this corporation is formed are the administration of the protective covenant of GREEN VALLEY HIGHLANDS.

b. Generally this corporation is organized and shall be operated exclusively for pleasure, recreation and other non-profitable purposes, for the benefit of the land in GREEN VALLEY HIGHLANDS, the residents thereon and the owners thereof. No part of the net earnings of the corporation shall inure to the benefit of any member.

c. The corporation shall not have the right to engage in any activities not relating directly or indirectly to either the primary or general purposes stated above.

d. In carrying out the forgoing purposes the corporation shall have and exercise all the powers conferred by the General Nonprofit Corporation Law of California upon nonprofit corporation, as such law is now in effect or may at any time hereafter be amended.

e. Notwithstanding any of the above statements of purposes and powers, this corporation shall not engage in activities which in themselves are not in furtherance of the purposes set forth above, and nothing contained in the foregoing statement of purposes shall be construed to authorize this corporation to carry on any activity for the profit of its members as such. Upon dissolution or winding up any assets of the corporation shall be distributed to a charity selected by the members or, if they fail to designate a charity, to a charity selected by the Superior Court of the State of California, County of San Diego.

III

This corporation is organized pursuant to the General Nonprofit Corporation Law of the State of California.

IV

The County in the State of California where the principal office for the transaction of the business of this corporation is to be located is San Diego County.

V

The number of directors of this corporation shall be five (5), and the names and addresses of the persons who are appointed to act as the first directors of this corporation are as follows:

NameAddress

Howard G. Smits	1441 San Marino Avenue, San Marino California 91108
Leo R. B. Henrikson	5839 Overlake Road, San Diego, California 92120
John L. Norwood	1441 San Marino Avenue, San Marino, California 91108
James C. Adkins	16969 St. Andrews Court, Poway, CA 92064
Anna E. Tucker	675 Murray Drive, El Cajon, California 92020

VI

The Board of Directors shall have the power to fix, establish, levy and collect the assessments upon any parcel within GREEN VALLEY HIGHLANDS according to law and in accordance with the provisions of the protective covenant of GREEN VALLEY HIGHLANDS.

VII

GREEN VALLEY HIGHLANDS shall initially encompass that land more particularly described in Exhibit "A" attached hereto and by reference made a part hereof. Land may be added to GREEN VALLEY HIGHLANDS by amending the protective covenant of GREEN VALLEY HIGHLANDS pursuant to the protective covenant.

VIII

The corporation shall be non-stock. No dividends or pecuniary profits shall be paid to its members. Membership shall be limited to owners (as defined in the by-laws) of land within GREEN VALLEY HIGHLANDS. The initial owners are:

HOWARD G. SMITS (also known as H. G. SMITS); GWEN LAURIE M. SMITS; JOHN L. NORWOOD, ETHELYN M. NORWOOD; PACIFIC IRON & STEEL CO., a California corporation; ORCHARD OF GREEN VALLEY, a California corporation, (formerly named The Orchard of Green Valley); ORCHARD OPERATING CO., a California corporation, (formerly named Pomerado Investment Co.); TITLE INSURANCE AND TRUST COMPANY, a California corporation; HOWARD G. SMITS as Trustee for the benefit of KAREN SMITS, et al. pursuant to Declaration of Trust dated December 29, 1950; HOWARD G. SMITS as Trustee for the benefit of GRETCHEN SMITS, et al. pursuant to Declaration of Trust dated December 29, 1950; and HOWARD G. SMITS as Trustee for the benefit of LAURIE SMITS, et al. pursuant to Declaration of Trust dated December 29, 1950.

One membership shall be issued for each parcel in GREEN VALLEY HIGHLANDS and such membership shall be appurtenant to such parcel. Only one membership shall be issued to any member. Each member shall have the right to vote individually, by designated representative, or by proxy, 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 of San Diego, California, for such land. Each member shall have one vote for each One Hundred Dollars (\$100.00) of such assessed valuation or fraction thereof. Membership in this corporation shall otherwise be regulated by the by-laws.

IN WITNESS WHEREOF, the undersigned and above named incorporators and first directors of this corporation have executed these Articles of Incorporation on the 24th day of October, 1968.

/s/ HOWARD G. SMITS
HOWARD G. SMITS
/s/ LEO R. B. HENRIKSON
LEO R. B. HENRIKSON
/s/ JOHN L. NORWOOD
JOHN L. NORWOOD

/s/ JAMES C. ADKINS
JAMES C. ADKINS
/s/ ANNA E. TUCKER
ANNA E. TUCKER

BY-LAWS

FOR THE REGULATION, EXCEPT AS OTHERWISE
PROVIDED BY STATUTE OR ITS
ARTICLES OF INCORPORATION

OF

GREEN VALLEY HIGHLANDS ASSOCIATION

ARTICLE I

OFFICES

Section 1. PRINCIPAL OFFICE. The principal office of the corporation is hereby fixed and located at 1700 Home Tower, 707 Broadway, San Diego, San Diego, County of San Diego, State of California. The board of directors is hereby granted full power and authority to change said principal office from one location to another in said county or the County of Los Angeles.

Section 2. OTHER OFFICES. Branch or subordinate offices may at any time be established by the board of directors at any place or places where the corporation is qualified to do business.

ARTICLE II

MEETING OF MEMBERS

Section 1. PLACE OF MEETINGS. All annual meetings of members shall be held at the principal office of the corporation, and all other meetings of members shall be held either at the principal office or at any other place within the Counties of San Diego or Los Angeles in the State of California which may be designated either by the board of directors pursuant to authority hereinafter granted to said board or by written consent of all members entitled to vote thereat, given either before or after the meeting and filed with the secretary of the corporation.

Section 2. ANNUAL MEETINGS. The annual meetings of members shall be held on the third Wednesday of March of each year, at 7:30 p.m. of said day; provided however, that should said day fall upon a legal holiday, then any such annual meeting of members shall be held at the same time and place on the next day thereafter ensuring which is not a legal holiday. At such meetings, directors shall be elected, reports of the affairs of the corporation shall be considered, and any other business may be transacted which is within the powers of the members.

Written notice of each annual meeting shall be given to each member entitled to vote, either personally or by mail or other means of written communication, charges prepaid, addressed to such member at his address appearing on the books of the corporation or given by him to the corporation for the purpose of notice. If a member gives no address, notice shall be deemed to have been given if sent by mail or other means of written communication addressed to the address indicated on the last equalized assessment roll of the Assessor of San Diego County. All such notices shall be sent to each member entitled thereto not less than ten (10) days and not more than sixty (60) days before each annual meeting, and shall specify the place, the day and the hour of such meeting, and shall state such other matters, if any, as may be expressly required by statute.

Section 3. SPECIAL MEETINGS. Special meetings of the members, for any purpose or purposes whatsoever, may be called at any time by the president or by the board of directors, or by any one or more of the members holding not less than one-fifth of the voting power of the corporation. Except in special cases where other express provision is made by statute, notice of such special meetings shall be given in the same manner as for annual meetings of members. Notices of any special meeting shall specify in addition to the place, day and hour of such meeting, the general nature of the business to be transacted. A first meeting shall be held after 51% of the lots in the first subdivision have been sold or within one year of the sale of the first lot in Green Valley Highlands, whichever occurs first.

Section 4. ADJOURNED MEETINGS AND NOTICE THEREOF. Any members' meeting, annual or special, whether or not a quorum is present, may be adjourned from time to time by the vote of a majority of the shares, the holders of which are either present in person or represented by proxy thereat, but in the absence of a quorum no other business may be transacted at such meeting.

When any members' meeting, either annual or special, is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting, other than an announcement at the meeting at which such adjournment is taken.

Section 5. VOTING. Voting may be by voice or by ballot; provided, however, that all elections for directors must be by ballot upon demand made by a member of any election and before the voting begins. Every member entitled to vote at any election for directors shall have the right to cumulate his votes and give one candidate a number of votes equal to the number of directors to be elected multiplied by the number of votes to which his shares are entitled or to distribute his votes on the same principle among as many candidates as he shall think fit. The candidates receiving the highest number of votes up to the number of directors to be elected shall be elected. On general matters a majority vote of a quorum shall prevail.

Section 6. QUORUM. The presence in person or by proxy of persons entitled to vote a majority of the voting power at any meeting shall constitute a quorum for the transaction of business. The members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.

Section 7. NON-QUORUM. If any meeting cannot be held because a quorum is not present, the members present, either in person or by proxy, may, as otherwise provided by law, adjourn the meeting to a time not less than forty-eight (48) hours nor more than thirty (30) days from the time the original meeting was called, at which meeting the quorum requirement shall be at least 25%.

Section 8. CONSENT OF ABSENTEES. The transactions of any meeting of members, either annual or special, however called and noticed, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum be present either in person or by proxy, and if, either before or after the meeting, each of the members entitled to vote, not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 9. ACTION WITHOUT MEETING. Any action which, under any provision of the California General Corporation Law, may be taken at a meeting of the members, except approval of an agreement for merger or consolidation of the corporation with other corporations, may be taken without a meeting if authorized by a writing signed by all of the persons who would be entitled to vote upon such action at a meeting, and filed with the secretary of the corporation.

Section 10. PROXIES. Every person entitled to vote or execute consents shall have the right to do so either in person or by one or more agents authorized by a written proxy executed by such person or his duly authorized agent and filed with the secretary of the corporation; provided that no such proxy shall be valid after the expiration of eleven (11) months from the date of its execution, unless the person executing it specifies therein the length of time for which such proxy is to continue in force, which in no case shall exceed seven (7) years from the date of its execution.

ARTICLE III

DIRECTORS

Section 1. POWERS. Subject to limitation of the articles of incorporation, of the by-laws, and of the General Nonprofit Corporation Law of California as to action which shall be authorized or approved by the members, and subject to the duties of directors as prescribed by the by-laws, all corporate powers shall be exercised by or under the authority of, and the business and affairs of the corporation shall be controlled by, the board of directors. Without prejudice to such general powers, but subject to the same limitations, it is hereby expressly declared that the directors shall have the following powers, to wit:

First -- To administer the Protective Covenant of Green Valley Highlands.

Second -- To select and remove all the other officers, agents and employees of the corporation, prescribe such powers and duties for them as may not be inconsistent with law, with the articles of incorporation or by-laws, fix their compensation, and require from them security for faithful service.

Third -- To conduct, manage and control the affairs of the corporation, and to make such rules and regulations therefor not inconsistent with law, the Protective Covenant of Green Valley Highlands, or with the articles of incorporation or the by-laws, as they may deem best.

Fourth -- To change the principal office of the corporation from one location to another within the same county as provided in ARTICLE I, Section 1, hereof; to fix and locate from time to time one or more subsidiary offices of the corporation within the State of California, as provided in ARTICLE I, Section 2, hereof; to designate any place within the State of California for the holding of any members' meeting or meetings except annual meetings, and to adopt, make and use a corporate seal, and to prescribe the forms of certificates of membership, and to alter the form of such seal and of such certificates from time to time, as in their judgment they may deem best, provided such seal and such certificates shall at all times comply with the provisions of law.

Fifth -- To contract for and pay premiums for insurance of any kind (relating to risks of the corporation, including but not limited to fire, casualty and liability), and for indemnity and other bonds.

Sixth -- To appoint an executive committee and other committees, and to delegate to the executive committee any of the powers and authority of the board in the management of the affairs of the corporation, except the power to amend or repeal by-laws. The executive committee shall be composed of such persons as the board selects.

Section 2. NUMBER AND QUALIFICATION OF DIRECTORS. The authorized number of directors of the corporation shall be five (5) until changed by amendment of the articles of incorporation or by a by-law duly adopted by the members amending this Section 2.

Section 3. ELECTION AND TERM OF OFFICE. The directors shall be elected at each annual meeting of members, but if any such annual meeting is not held, or the directors are not elected thereat, the directors may be elected at any special meeting of members held for that purpose. All directors shall hold office until their respective successors are elected.

Section 4. VACANCIES. Vacancies in the board of directors may be filled by a majority of the remaining directors, though less than a quorum, or by a sole remaining director, and each director so elected shall hold office until his successor is elected at an annual or a special meeting of the members.

A vacancy or vacancies in the board of directors shall be deemed to exist in the case of the death, resignation or removal of any director, or if the authorized number of directors be increased, or if the members fail at any annual or special meeting of members at which any director or directors are elected to elect the full authorized number of directors to be voted for at that meeting.

The members may elect a director or directors at any time to fill any vacancy or vacancies not filled by the directors. If the board of directors accepts the resignation of a director tendered to take effect at a future time, the board or the members shall have power to elect a successor to take office when the resignation is to become effective.

No reduction of the authorized number of directors shall have the effect of removing any director prior to the expiration of his term of office.

Section 5. PLACE OF MEETING. Regular meetings of the board of directors shall be held at any place within the State which has been designated from time to time by resolution of the board or by written consent of all members of the board. In the absence of such designation regular meetings shall be held at the principal office of the corporation. Special meetings of the board may be held either at a place so designated or at the principal office.

Section 6. ORGANIZATION MEETING. Immediately following each annual meeting of members, the board of directors shall hold a regular meeting for the purpose of organization, election of officers, and the transaction of other business. Notice of such meeting is hereby dispensed with.

Section 7. OTHER REGULAR MEETINGS. Other regular meetings of the board of directors shall be held without call on the third Wednesday of each month at 7:30 p.m.; provided, however, shall said day fall upon a legal holiday, then said meeting shall be held at the same time on the next day thereafter ensuing which is not a legal holiday. Notice of all such regular meetings of the board of directors is hereby dispensed with.

Section 8. SPECIAL MEETINGS. Special meetings of the board of directors for any purpose or purposes shall be called at any time by the president or, if he is absent or unable to act, by a vice president or by any two directors.

Written notice of the time and place of special meetings shall be delivered personally to each director, or sent to each director by mail or by other form of written communication, charges prepaid, addressed to him at his address as it is shown upon the records of the corporation, or if it is not so shown on such records or is not readily ascertainable, at the place in which the meetings of the directors are regularly held. In case such notice is mailed or telegraphed, it shall be deposited in the United States mail or delivered to the telegraph company in the place in which the principal office of the corporation is located at least forty-eight (48) hours prior to the time of the holding of the meeting. In case such notice is delivered as above provided, it shall be so delivered at least twenty-four (24) hours prior to the time of the holding of the meeting. Such mailing, telegraphing or delivery as above provided shall be due, legal and personal notice to such director.

Section 9. NOTICE OF ADJOURNMENT. Notice of the time and place of holding an adjourned meeting need not be given to absent directors if the time and place be fixed at the meeting adjourned.

Section 10. WAIVER OF NOTICE. The transactions of any meeting of the board of directors, however called and noticed or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum be present, and if, either before or after the meeting, each of the directors not present signs a written waiver of notice, or a consent to holding such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 11. QUORUM. A majority of the authorized number of directors shall be necessary to constitute a quorum for the transaction of business, except to adjourn as hereinafter provided. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the board of directors, unless a greater number be required by law or by the articles of incorporation.

Section 12. ADJOURNMENT. A quorum of the directors may adjourn any directors' meeting to meet again at a stated day and hour; provided, however, that in the absence of a quorum, a majority of the directors present at any directors' meeting, either regular or special, may adjourn from time to time until the time fixed for the next regular meeting of the board.

Section 13. FEES AND COMPENSATION. Directors shall not receive any stated salary for their services as directors. Nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

Section 14. INDEMNIFICATION OF DIRECTORS AND OFFICERS. The board of directors may authorize the corporation to pay expenses incurred by, or to satisfy a judgment or fine rendered or levied against, a present or former director, officer or employee of the corporation in an action brought by a third party against such person (whether or not the corporation is joined as a party defendant) to impose a liability or penalty on such person for an act alleged to have been committed by such person while a director, officer or employee, or by the corporation, or by both; provided, the board of directors determines in good faith that such director, officer or employee was acting in good faith within what he reasonably believed to be the scope of his employment or authority and for a purpose which he reasonably believed to be in the best interests of the corporation or its members. Payments authorized hereunder include amounts paid and

expenses incurred in settling any such action or threatened action. The provisions of this section do not apply to any action instituted or maintained in the right of the corporation by a member.

Section 15. DIRECTORS ACTING WITHOUT A MEETING. Any action required or permitted to be taken by the board of directors may be taken without a meeting and with the same force and effect as a unanimous vote of directors, if all members of the board shall individually or collectively consent in writing to such action.

ARTICLE IV

OFFICERS

Section 1. OFFICERS. The officers of the corporation shall be a president, a vice president, a secretary, and a treasurer. The corporation may also have, at the discretion of the board of directors, a chairman of the board, one or more additional vice-presidents, one or more assistant secretaries, one or more assistant treasurers, and such other officers as may be appointed in accordance with the provisions of Section 3 of this article. One person may not hold simultaneously the offices of president and secretary.

Section 2. ELECTION. The officers of the corporation, except such officers as may be appointed in accordance with the provisions of Section 3 or Section 5 of this article shall be chosen annually by the members, and each shall hold his office until he shall resign or shall be removed or otherwise disqualified to serve, or his successor shall be elected and qualified.

Section 3. SUBORDINATE OFFICERS, ETC. The board of directors may appoint such other officers as the business of the corporation may require, each of which shall hold office for such period, have such authority and perform such duties as are provided in the by-laws or as the board of directors may from time to time determine. Lawyers and accountants may be employed where appropriate.

Section 4. REMOVAL AND RESIGNATION. Any officer may be removed, either with or without cause, by a majority of the directors at the time in office, at any regular or special meeting of the board, or, except in the case of an officer chosen by the board of directors, by any officer upon whom such power of removal may be conferred by the board of directors.

Any officer may resign at any time by giving written notice to the board of directors or to the president, or to the secretary of the corporation. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5. VACANCIES. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in the by-laws for regular appointments to such office.

Section 6. CHAIRMAN OF THE BOARD. The chairman of the board, if there shall be such an officer, shall, if present, preside at all meetings of the board of directors, and exercise and perform such other powers and duties as may be from time to time assigned to him by the board of directors or prescribed by the by-laws.

Section 7. PRESIDENT. Subject to such supervisory powers, if any, as may be given by the board of directors to the chairman of the board, if there be such an officer, the president shall be the chief executive officer of the corporation. He shall preside at all meetings of the members and in the absence of the chairman of the board, or if there be none, at all meetings of the board of directors. He shall be ex officio a member of all the standing committees, and shall have such other powers and duties as may be prescribed by the board of directors or the by-laws.

Section 8. VICE PRESIDENT. In the absence or disability of the president, the vice presidents in order of their rank as fixed by the board of directors, or if not ranked, the vice president designated by the board of directors, shall perform all the duties of the president, and when so acting shall have all the powers of, and be subject to all the restrictions upon, the president. The vice presidents shall have such other powers

and perform such other duties as from time to time may be prescribed for them respectively the board of directors or the by-laws.

Section 9. SECRETARY. The secretary shall keep, or cause to be kept, a book of minutes at the principal office or such other place as the board of directors may order, of all meetings of directors and members, with the time and place of holding, whether regular or special, how authorized, the notice thereof given, the names of those present at directors' meetings, the number of members present or represented at members' meetings and the proceedings thereof.

The secretary shall keep, or cause to be kept, at the principal office or at the office of the corporation's transfer agent, a membership register, or a duplicate membership register, showing the names of the members and their addresses, and the assessed value of the land owned by the member in Green Valley Highlands as shown on the last assessment role of the Assessor of San Diego County.

The secretary shall give, or cause to be given, notice of all the meetings of members and of the board of directors required by the by-laws or by law to be given, and he shall keep the seal of the corporation in safe custody, and shall have such other powers and perform such other duties as may be prescribed by the board of directors or by the by-laws.

Section 10. TREASURER. The treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, surplus and shares. The books of account shall at all reasonable times be open to inspection by any director.

The treasurer shall deposit all moneys and other valuables in the name and to the credit of the corporation with such depositories as may be designated by the board of directors. He shall disburse the funds of the corporation as may be ordered by the board of directors, shall render to the president and directors, whenever they request it, an account of all of his transactions as treasurer and of the financial condition of the corporation, and shall have such other powers and perform such other duties as may be prescribed by the board of directors or the by-laws.

ARTICLE V

MISCELLANEOUS

Section 1. INSPECTION OF CORPORATE RECORDS. The membership register or duplicate membership register, the books of account, and minutes of proceedings of the members and the board of directors and of executive committees of directors shall be open to inspection upon the written demand of any member, at any reasonable time, and for a purpose reasonably related to his interests as a member, and shall be exhibited at any time when required by the demand at any members' meeting of ten per cent (10%) of the members represented at the meeting. Such inspection may be made in person or by an agent or attorney, and shall include the right to make extracts. Demand of inspection other than at a members' meeting shall be made in writing upon the president, secretary, assistant secretary or general manager of the corporation.

Each director of this corporation shall have the right at any reasonable time to inspect all books, records, documents of every kind and the physical properties of the corporation.

Section 2. CHECKS, DRAFTS, ETC. All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness, issued in the name of or payable to the corporation, shall be signed or endorsed by such person or persons and in such manner as, from time to time, shall be determined by resolution of the board of directors.

Section 3. ANNUAL AUDIT. There shall be an independent examination or audit of the account or accounts of the corporation. A copy of it shall be available (at the office of the corporation) to each lot owner in Green Valley Highlands within thirty (30) days of completion.

Section 4. CONTRACT, ETC., HOW EXECUTED. The board of directors, except as in the by-laws otherwise provided, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the corporation, and such authority may be general

or confined to specific instances; and unless so authorized by the board of directors, no officer, agent or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit to render it liable for any purpose or to any amount.

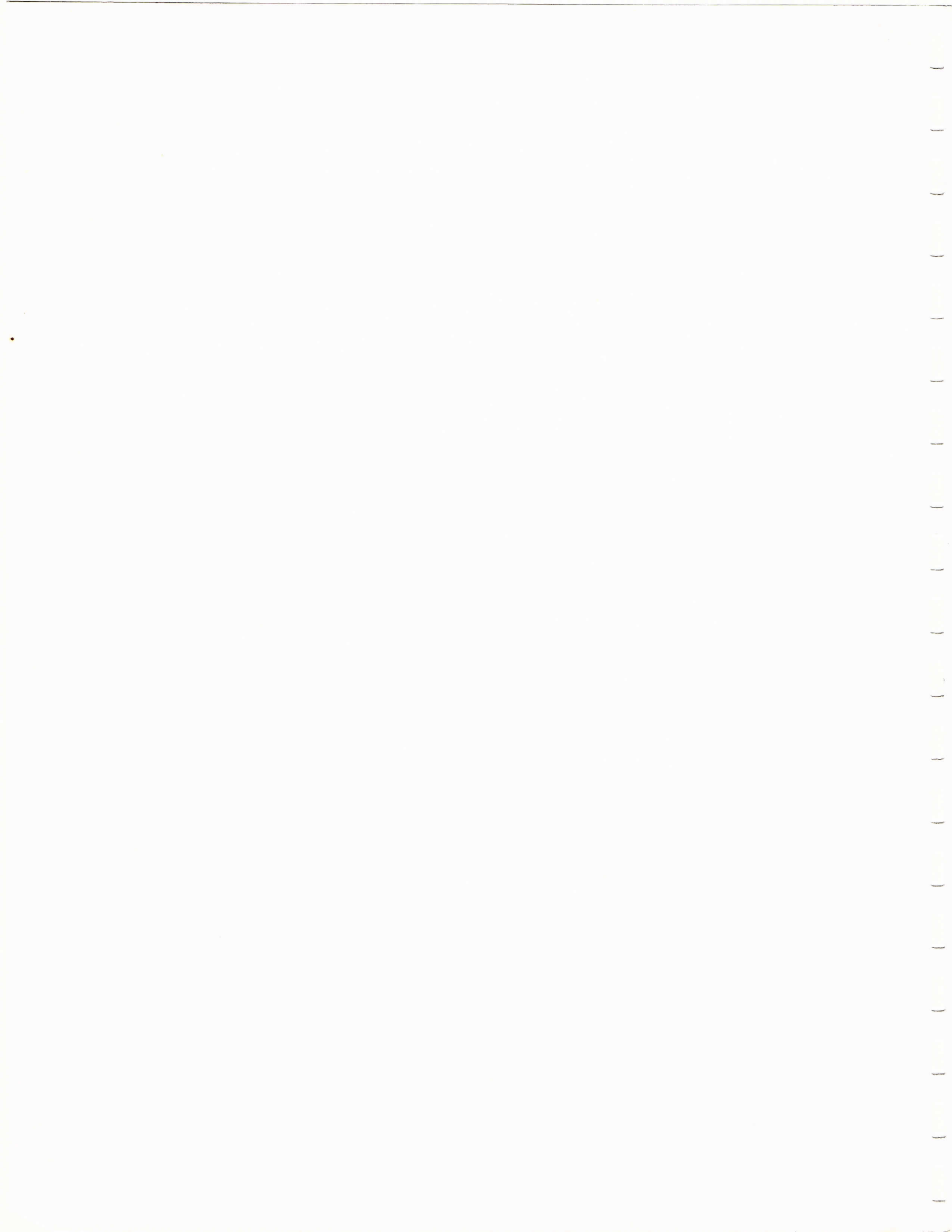
Section 5. INSPECTION OF BY-LAWS. The corporation shall keep in its principal office for the transaction of business the original or a copy of the by-laws as amended or otherwise altered to date, certified by the secretary which shall be open to inspection by the members at all reasonable times during office hours.

ARTICLE VI

AMENDMENTS

Section 1. POWER OF MEMBERS. New by-laws may be adopted or these by-laws may be amended or repealed by the vote of members entitled to exercise 75% of the voting power of the corporation present at a membership meeting or by the written assent of members entitled to exercise 75% of the voting power of the corporation, except as otherwise provided by law or by the articles of incorporation.

Section 2. POWER OF DIRECTORS. Subject to the right of members as provided in Section 1 of this ARTICLE VI to adopt, amend or repeal by-laws, by-laws other than a by-law or amendment thereof changing the authorized number of directors may be adopted, amended or repealed by the board of directors.



F8
SP

DOC # 2005-0934121



OCT 27, 2005 3:01 PM

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



2005-0934121

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

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

16279

(Above Space for Recorder's Use)

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

GREEN VALLEY HIGHLANDS UNIT 3

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.



**FOURTH AMENDMENT
TO
PROTECTIVE COVENANT**

GREEN VALLEY HIGHLANDS ASSOCIATION

GREEN VALLEY HIGHLANDS UNIT 3

THIS FOURTH 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 UNIT 3; and

WHEREAS, the Protective Covenant for the GREEN VALLEY HIGHLANDS UNIT 3 was originally recorded on October 23, 1975 as Doc. No. 75-294239, was amended and restated in a document recorded on April 22, 1976 as Doc. No. 76-120724, was amended by a First Amendment recorded on January 31, 1990 as Doc. No. 90-855671, was amended by a Second Amendment recorded on February 26, 1993 as Doc. No. 1993-0123671, and was amended a Third Amendment recorded on March 18, 1997 as Doc. No. 1997-0121226; and

WHEREAS, the Protective Covenant for the GREEN VALLEY HIGHLANDS UNIT 3 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 UNIT 3; and

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

WHEREAS, Paragraph G.1. of the Protective Covenant provides that the Protective Covenants may be amended by a favorable vote of at least two-third of the votes of the owners as defined in Section J, paragraphs 1 and 2 of the Protective Covenants;



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.1 of the Protective Covenants;

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

[subparagraphs 1 through 4 are not amended and thus not shown]

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 J. DURATION shall be changed in its entirety to read as follows:


J. 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 Unit 3 as previously amended shall remain in full force and effect.

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


Margo Pagnini, President, of Green Valley Highlands Association


Wayne Hamburger, Secretary, GREEN VALLEY HIGHLANDS ASSOCIATION



State of California)
County of San Diego

16282

On October 6, 2005, before me, LUZ Kohlbeck,
a Notary Public, personally appeared Margo Pagnini and Whyne 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.



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

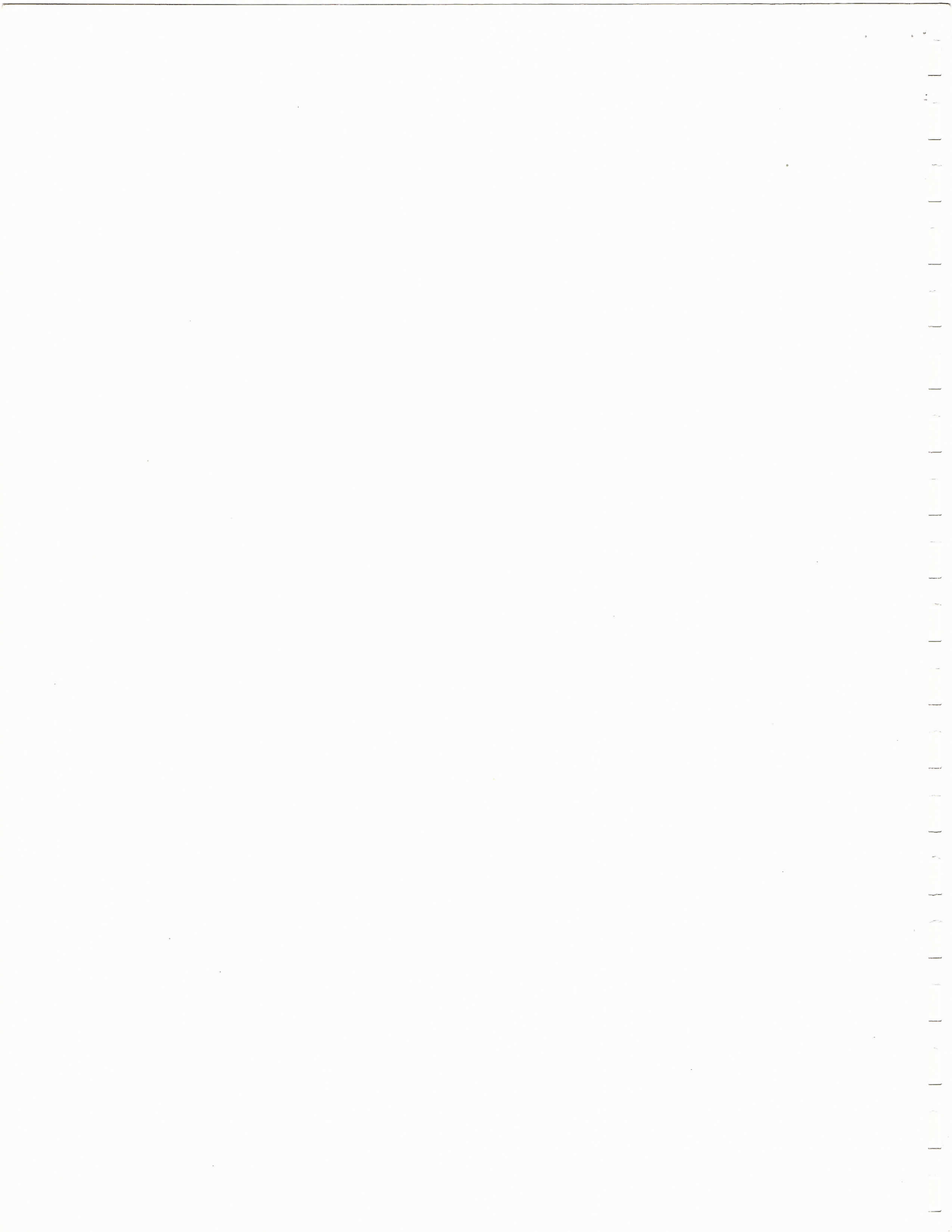


Exhibit A

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°55'13" West 71.47 feet along the Southerly prolongation of the Easterly line of said Lot 96; thence South 86°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°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°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°55'13" West 71.47 feet along the Southerly prolongation of the Westerly line of said Lot 97; thence North 86°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°55'38" East 50.00 feet along said Westerly line of Lot 109 to the Southeasterly corner of said Lot 97; thence North 89°04'47" West 273.76 feet to the point of beginning.

