

CC&R 734 (10/23/75)

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Recording Requested by and
When Recorded Mail to:

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BOOK 1975
RECORDED REQUEST OF
TITLE INSURANCE AND TRUST COMPANY

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OFFICIAL RECORDS
SAN DIEGO COUNTY, CALIF.
HARLEY F. BLOOM
RECORDER

\$16.00

GREEN VALLEY HIGHLANDS
PROTECTIVE COVENANT

PACIFIC IRON & STEEL CO. is the "Declarant." It has established these protective covenants for GREEN VALLEY HIGHLANDS UNIT NO. 3. It is also creating a Board of Directors to administer these covenants.

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 & Professions Code of

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

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 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. Front Setback

No building or any portion thereof shall be erected or maintained less than fifty (50) feet from the front property line, except on lots 93, 94, 105, 106 and 107 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 front property line; and except on lots 112, 113 and 114 they shall be not less than sixty (60) feet from the front property line, and on lot 104 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.

Garages or Carports 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 120' from front property line (hereinafter called FPL) in which case garage or carport may face 90° to road; provided, however that if the garage or carport is at the rear of the main dwelling no particular orientation shall be required.

Lots 89, 90 and 91 garages or carports shall open to east, west or north but not south.

Lots 92 and 93 garages shall open to west unless 100' from FPL in which case garage or carport may open to north.

Lots 94 and 95 garages or carports shall open to west unless over 80' from FPL in which case garage or carport may open to north.

Lots 98, 99 and 100 garages or carports shall open to east.

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

Lots 102 and 103 garages or carports shall open to south; provided, however, that if the garage or carport is 100' from the FPL no particular orientation shall be required.

Lot 104 garage or carport may open towards road if over 100' from both road property lines, otherwise garage or carport

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shall open to west. Garage or carport may not open to south.

Lots 105 and 106 garages or carports shall open to the west or if at right angles to the south property line, to the north.

Lots 107 and 108 garages or carports shall open to west unless over 80' from both FPL and north property line in which case garage or carport may open to north.

Lots 111 through 115 garages or carports shall not open to south.

Lot 116 garage or carport shall open to south if 80' east of Overview property line and within 100' of Orchard Gate Road, or garage or carport shall open to east if over 80' from both FPL's.

Lot 117 garage or carport shall open to the south.

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 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, no more than one (1) dwelling house may be constructed or maintained 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 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 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. 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, 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, erected, or maintained 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 or Carports

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

(b) Carports must be enclosed on three (3) sides.

12. Driveways

All improved building sites must have an adequate driveway paved with a two (2) inch asphaltic mix or other approved paving material.

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. Fences 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. Antennae

No exposed antennae of any type may be installed, constructed, used or maintained on any lot.

D. USE AND MAINTENANCE1. 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.

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 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 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. This includes barking dogs.

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 (10) 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, campers, 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.

E. BOARD

1. Board

A Board of Directors is created herein consisting of five (5) members who initially are: Howard G. Smits, August C. Klentz, Warren Hess, Alex McDonald and Ronald Rogers. The Board shall appoint a Control Committee. Hereafter the Board shall be elected annually on the first Monday in March by the members as defined in Section J, Paragraph 1. The first Board shall establish Board Bylaws consistent with these covenants. These Bylaws may be amended by future Boards.

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 (4/5) 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 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 lot 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 Green Valley Highlands Association.

4. 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 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 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 (except Section D 10. which may not be amended or altered), 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 the 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 shall be accomplished pursuant to Section H.

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. 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 on 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.

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. MEMBERSHIP

1. Membership

Each lot ownership constitutes a member.

2. Voting

Each member shall have one (1) vote.

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, does 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: Sept. 19, 1975

PACIFIC IRON & STEEL CO.
a California corporation

By [Signature], Pres.
By [Signature], Sec.

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

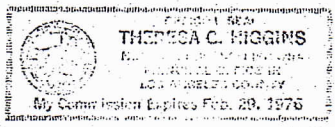
STATE OF CALIFORNIA)
) ss.
COUNTY OF Los Angeles)

On September 19, 1975, before me, the undersigned, a Notary Public in and for said State, personally appeared H. G. Smits, known to me to be the President, and Gwen Laurie M. Smits, known to me to be the Secretary of the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS my hand and official seal.

Theresa C. Higgins
NOTARY PUBLIC

Theresa C. Higgins



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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. 8186 filed in the Office
of the County Recorder of San Diego County,
California on October 22, 1975.

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

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75-120724
FILE/PAGE NO.
BOOK 1975
RECORDED REQUEST OF

ADDRESSEE
APR 22 2 31 PM '76

OFFICIAL RECORDS
SAN DIEGO COUNTY, CALIF.
HARLEY F. GLOOM
RECORDER

17.00

Recording Requested By

and

When Recorded Mail To:

Mr. Alex C. McDonald
McDONALD, RIDDLE, HECHT & WORLEY
617 Financial Square
600 "B" Street
San Diego, California 92101

GREEN VALLEY HIGHLANDS
PROTECTIVE COVENANT RESTATED

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.

75-120724

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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 & Professions Code of the State of California [§55500 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.

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(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.

J. 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.

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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 Setbacks

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

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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 P2 and 95 through 100 may be split level. Lots 107 through 115 may be two (2) story. Lot 88 may be 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. Fences 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. Antenna.

One television antenna extending a maximum of ten (10) feet above the highest point of the roof may be used on each lot. No other exposed antennae of any type may be installed 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
Wash-tonia 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 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 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

1217

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 (10) 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, campers, 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.

No. 120724

1248

E. BOARD

1. Board

A Board of Directors is hereby created consisting of five (5) members. The Board shall appoint a Control Committee. The Board shall be elected annually on the first Monday in March by the members as defined in Section J, Paragraph 1. The Board shall establish Bylaws consistent with these covenants.

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

No 120724

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 (except Section D 10, which may not be amended or altered), 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 the 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 shall be accomplished pursuant to Section H.

4. Rules and Regulations

The Board, to additionally promote the beauty and safety of

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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 the 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 Afferted Parcels

Notice of a proposed action shall be posted on each lot to which said action is proposed and on 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.

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. MEMBERSHIP

1. Membership:

Each lot ownership constitutes a member.

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2. Voting

Each member shall have one (1) vote.

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, does 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 therein 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: April 24, 1976

PACIFIC IRON & STEEL CO.,
a California corporation

By [Signature]

By Alex C. McDonald, General Sec

[Signature]
HOWARD S. SMITS

[Signature]
AUGUST C. KLENTZ

[Signature]
EUGENE VON EHRENBURG

[Signature]
JAMES BERGMARK

STATE OF CALIFORNIA)
COUNTY OF San Diego)

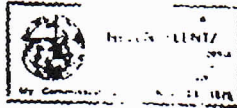
ss.

On April 21, 1976 before me, the undersigned, a Notary Public in and for said State, personally appeared

V. E. Smits known to me to be the President, and Walter J. Klenz

known to me to be the secretary Secretary of PACIFIC IRON & STEEL CO., the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS my hand and official seal.



Helen Klenz
NOTARY PUBLIC

STATE OF CALIFORNIA)
COUNTY OF San Diego)

ss.

On April 21, 1976 before me, the undersigned, a Notary Public in and for said State, personally appeared HOWARD G. SMITS, AUGUST C. KLENZ, EUGENE VON EHRENBERG 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 Klenz
NOTARY PUBLIC

No 120724 / 5

1253

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.

NO 120724 /5

RECORDING REQUESTED
AND MAIL TO:

1152

90-055071

Maynard E. Parks
15922 Overview Rd
Poway, Ca. 92064

FIRST AMENDMENT
OF
GREEN VALLEY HIGHLANDS
PROTECTIVE COVENANT RESTATED

RECORDED IN
OFFICIAL RECORDS
OF SAN DIEGO COUNTY
98 JAN 31 AM 11:17
VERA L. LYLE
COUNTY RECORDER

The Protective Covenant Restated provides that it may be amended by the Board created therein.

The Board hereby amends, the Protective Covenant Restated which was recorded with the Office of the County Recorder of San Diego County, California on April 22, 1976 File/Page No. 70-120724, as hereinafter set forth.

RF 3.00
AR 1.00
MG 1.00

G. AMENDMENTS, RULES AND REGULATIONS

Paragraph 1. Amendment of Declarations

is amended by the addition of the following language:

Any change in the "Protective Covenant Restated" must be approved in writing by a 2/3 vote of members as defined in Section J, Paragraphs 1 and 2.

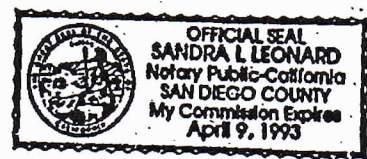
Except as hereinabove expressly modified said Declaration of Protective Covenant Restated is hereby reaffirmed and shall remain in full force and effect.

Dated 1/30/90 by Maynard Parks State of California.
President, Board of Directors
County of San Diego

On this 30th day of January 1990 before me, the undersigned, a Notary Public in and for said State, personally appeared MAYNARD PARKS personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as President of Green Valley Highlands Unit III Board of Directors and acknowledged to me that the Green Valley Highlands Unit III executed it pursuant to a resolution of its Board of Directors.

Witness my hand and official seal.

Sandra L. Leonard
Notary Public in and for said State



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

Recording Requested By and
When Recorded Return To:

DOC. # 1993-01236
26-FEB-1993 02:11

1133
PRESIDENT, GREEN VALLEY HIGHLANDS UNIT 3
c/o Bruce J. Tarzy
15912 Ranch Hollow Road
Poway, CA 92064

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
ANNETTE EVANS, COUNTY RECORDER
RF: 22.00 FEES:
SF: 39.00
TF: 1.00

**SECOND AMENDMENT
TO
PROTECTIVE COVENANT RESTATED
GREEN VALLEY HIGHLANDS UNIT NO. 3**

THIS SECOND AMENDMENT TO PROTECTIVE COVENANT RESTATED is made on the set forth below by the BOARD OF DIRECTORS OF GREEN VALLEY HIGHLANDS UNIT NO. also referred to as "BOARD".

WITNESSETH

WHEREAS, there exists an amended PROTECTIVE COVENANT RESTATED (recorded April 1976 as File No. 76-120724 in the Office of the County Recorder of San Diego County governing GREEN VALLEY HIGHLANDS UNIT NO. 3 as shown on map No. 8196 (filed in Office of the County Recorder of San Diego County on October 22, 1975); and

WHEREAS, there exists, adjacent to GREEN VALLEY HIGHLANDS UNIT NO. 3, GREEN VALLEY HIGHLANDS UNITS NO. 1 and NO. 2 which are protected by Covenants very similar to the applying to UNIT NO. 3 and enforced by the GREEN VALLEY HIGHLANDS ASSOCIATION;

WHEREAS, THE MEMBERS of GREEN VALLEY HIGHLANDS UNIT NO. 3 wish to strengthen the enforcement of its Protective Covenant by assigning responsibility for enforcement to GREEN VALLEY HIGHLANDS ASSOCIATION; and

WHEREAS, the Board of Directors of the GREEN VALLEY HIGHLANDS ASSOCIATION has been empowered by a vote of the property owners of GREEN VALLEY HIGHLANDS UNITS NO. 1 AND 2 to accept responsibility for enforcement of the Protective Covenant of GREEN VALLEY HIGHLANDS UNIT NO. 3; and

WHEREAS, membership in the GREEN VALLEY HIGHLANDS ASSOCIATION includes ownership of record of all parcels of land which are subject to Protective Covenants administered by GREEN VALLEY HIGHLANDS ASSOCIATION; and

WHEREAS, the GREEN VALLEY HIGHLANDS ASSOCIATION requires money for administration and enforcement of the Protective Covenants administered by it and accomplishing the purposes of the Association; and

Second Amendment to the Protective Covenant of Green Valley Highlands Unit No. 3

WHEREAS, it is now necessary to make a second amendment to the Protective Covenant the GREEN VALLEY HIGHLANDS UNIT NO. 3 and

WHEREAS, that second amendment is for the purpose of facilitating and assigning responsibility for enforcement of the Protective Covenant for UNIT NO. 3 to the GREEN VALLEY HIGHLANDS ASSOCIATION; and

WHEREAS, the owners of the lots included in UNIT NO. 3 wish to reserve to themselves sole power to amend or terminate the Protective Covenant for UNIT NO. 3; and

WHEREAS, it is now to the benefit of the lot owners in UNIT NO. 3 to make such amendments and

WHEREAS, the BOARD by a favorable vote of two-thirds of Unit 3 property owners on June 1992, is authorized to amend the Protective Covenant for the GREEN VALLEY HIGHLANDS UNIT NO. 3 to assign responsibility for administration of its Protective Covenant to the GREEN VALLEY HIGHLANDS ASSOCIATION; and

NOW THEREFORE, THE BOARD declares that the Protective Covenant shall be amended follows:

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

"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. Paragraph G.1 is amended to read in its entirety as follows:

"Amendment of Declaration. The Board of the Green Valley Highlands Association shall administer this declaration of Protective Covenants to promote beauty and safety of the property. However, the power to amend, modify terminate any or all of the provisions of this declaration (except Section D, 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 favorable vote by at least two-thirds (2/3) of the votes of the owners as defined 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"

3. An additional Article lettered Article H. and titled "ASSESSMENTS" shall be inserted to read in its entirety as follows:

"The lot owners in GREEN VALLEY HIGHLANDS UNIT 3 shall accept that the Board of Directors of the GREEN VALLEY HIGHLANDS ASSOCIATION, after notice

ALL-PURPOSE ACKNOWLEDGMENT

State of CALIFORNIA
County of SAN DIEGO

1136

On 2-24-93 before me, John E. Ferry Notary Public

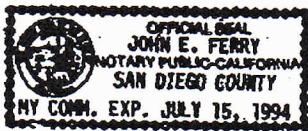
DATE

NAME, TITLE OF OFFICER - E.G., 'JANE DOE, NOTARY PUBLIC'

personally appeared Bruce J. Tarzy

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) acted, executed the instrument.



Witness my hand and official seal

[Signature]
SIGNATURE OF NOTARY

CAPACITY CLAIMED

- INDIVIDUAL(S)
- CORPORATE PRE
OFFICER(S)
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- SUBSCRIBING WITNESS
- GUARDIAN/CONSERVATOR
- OTHER: _____

SIGNER IS REPRESENTING

NAME OF PERSON(S) OR ENTITY

Green Valley Highlands C.

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized

THIS CERTIFICATE
MUST BE ATTACHED
TO THE DOCUMENT
DESCRIBED AT RIGHT:

Title or Type of Document Amendment
Number of Pages 3 Date of Document 2-24-93
Signer(s) Other Than Named Above N/A

759

DOC # 1997-0121226
18-MAR-1997 03:14 PM

Prior Recorder's Reference No. 1993-0123670
Recording Requested By and
When Recorded Return To:

PRESIDENT
GREEN VALLEY HIGHLANDS ASSOCIATION
c/o Ruth E. Gazda
13666 Orchard Gate Road
Poway, CA 92064

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
GREGORY SMITH, COUNTY RECORDER
RF: 7.00 FEES: 13.00
AF: 5.00
MF: 1.00

**THIRD AMENDMENT
TO
PROTECTIVE COVENANT**

GREEN VALLEY HIGHLANDS ASSOCIATION

GREEN VALLEY HIGHLANDS UNIT NO. 3

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

WITNESSETH

WHEREAS, the Association is the entity authorized to amend the Protective Covenant Restated for the GREEN VALLEY HIGHLANDS UNIT NO. 3; 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 third amendment to the Protective Covenant for the GREEN VALLEY HIGHLANDS UNIT NO. 3; and

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

OFFICIAL RECORDS, GREGORY J. SMITH, SAN DIEGO ASSESSOR/RECORDER/COUNTY CLERK 3

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Third Amendment To Protective Covenant of Green Valley Highlands Unit No. 3

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

1. Paragraph C.16 is amended to read in its entirety as follows:

C. 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 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.

IN WITNESS THEREOF the undersigned, comprising the Board of Directors of the ASSOCIATION, have executed this instrument as of this 6th day of March, 1997, 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 Directors authority to act on behalf of the Association.

GREEN VALLEY HIGHLANDS ASSOCIATION

Ruth E. Gaylor
Elizabeth A. Tamm
Annelle M. Baker
Jasper L. Taylor Jr.
Robert R. Johnson

OFFICIAL RECORDS, GREGORY J. SMITH, SAN DIEGO ASSESSOR/RECORDER/COUNTY CLERK 3

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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State of California

County of San Diego

On March 6, 1997 before me, Rebecca McMillan, Notary Public

personally appeared Ruth E. Gazda, Elizabeth A. Tarzy, Lynnette M. Perkes,
Jasper L. Tripp, Jr. and Hubert R. Graham

I personally known to me - OR - XX 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.

Rebecca McMillan
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: Third Amendment to Protective Covenant
Green Valley Highlands Association

Document Date: March 6, 1997 Number of Pages: 2

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: See Above

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing:

Green Valley Highlands
Association

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 ASSESSOR/RECORDER/COUNTY CLERK 3