

NOTICE

(This notice is required by California Government Code Section 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.

RESTATED DECLARATION OF RESTRICTIONS OF JAMACHA
GREENS IN THE CITY OF EL CAJON, COUNTY OF SAN DIEGO
STATE OF CALIFORNIA

On March 21, 1972, McKeon Construction, a California corporation, recorded a Declaration of Restrictions (Enabling Declaration Establishing a Plan for Condominium Ownership of Jamacha Greens) on File/Page No. 80367, in Book 1972, of the Official Records of the San Diego County Recorder's Office.

The original Declaration of Restrictions is hereby being restated to incorporate the following documents:

1. A Declaration of Annexation recorded in the Official Records of the San Diego County Recorder's Office on File/Page No. 80368 in Book 1972, on March 31, 1972, whereby Lots 1 and 4 through 6 of Jamacha Greens in the City of El Cajon, County of San Diego, State of California were annexed and added to and made a part of the Jamacha Greens Condominium Project.

2. Amendments to the Declaration of Restrictions of Jamacha Greens in the City of El Cajon, County of San Diego, State of California recorded in the Official Records of the San Diego County Recorder's Office on File/Page No. 352160, in Book 1977, on August 26, 1977.

Hereafter Declarant shall refer to McKeon Construction, a California corporation, as the original Declarant under the Declaration of Restrictions. The original Declaration of Restrictions as declared and certified to by Declarant, as annexed thereto, and as amended is as follows:

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RECITALS:

1. Declarant was the original owner of real property located in the City of El Cajon, County of San Diego, State of California, described as Lots 2 and 3 of Jamacha Greens, according to the official plat thereof filed in the Office of the County Recorder of San Diego County on November 19, 1971, as Map No. 7121.

2. Declarant has improved or intended to improve said property by constructing on Lot 3 four-unit multi-family structures, each of which has been or will be constructed substantially in accordance with a Condominium Plan filed in the Office of the County Recorder of San Diego County, California on March 31, 1972, as Condominium Plan No. 80367.

3. All of said real property, including all structures and other improvements thereon, is hereby defined and shall hereinafter be referred to as the "project".

4. Declarant established by the original Declaration a plan for the individual ownership of the real property estates consisting of the area or space contained

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in each of the apartment units in each multifamily structure and co-ownership by the individual and separate owners thereof, as tenants in common and as hereafter set forth, of all of the remaining real property which is hereinafter defined and referred to herein as the "common areas".

DEFINITIONS

A. "Association" shall mean and refer to Jamacha Greens Homeowners' Association, a California corporation not for profit, its successors and assigns.

B. "Declarant" shall mean and refer to McKeon Construction, a California corporation.

C. "Real Property" shall mean and refer to the real property hereinabove described.

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

E. "Living Unit" shall mean and refer to those portions of the Real Property shown and described as such on the recorded Condominium Plan covering the Real Property.

F. "Common Area" shall mean and refer to all portions of the Real Property not located within a Living Unit.

G. "Exclusive Use Area" shall mean and refer to those portions of the Common Area designated as such on said Condominium Plan.

H. "Owner" shall mean and refer to the owner of record, whether one or more persons or entities of fee simple

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title to any Living Unit which is a part of the real property, ~~including contract sellers, but excluding those~~ having such interest merely as security for the performance of an obligation.

I. The words "Mortgage" and "Mortgagee" where used herein shall also mean "Deed of Trust" and "Beneficiary", respectively.

J. "Condominium" shall mean an estate in real property as defined in California Civil Code § 783, consisting of title to a unit and an undivided interest in the Common Area. The ownership of each condominium shall include the ownership of a unit, an undivided interest in the Common Area (defined in Definition F and shown on the recorded Condominium Plan), and a non-exclusive easement for ingress and egress over the Common Area of Lots 1, 2, 3, 4, 5, and 6 of Jamacha Greens, San Diego County, California according to Map No. 7121 recorded in the San Diego County Recorder's Office on November 19, 1971. Each unit shall be a separate freehold estate consisting of the space described, defined, and shown on the recorded condominium plan. Each unit includes the portions of the structure so described and the airspace so encompassed. The unit does not include the Common Area described and defined as "exclusive use area" in Definition G and on the recorded condominium plan.

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DECLARATION

Declarant, the fee owner of the real property described in Recital 1 above, has made the following Declaration as to division, easements, rights, liens, charges, covenants, restrictions, limitations, conditions and uses to which the project may be put, specifying that such Declaration shall constitute covenants to run with the land and shall be binding on Declarant, its successors and assigns, and all subsequent owners of all or any part of the project, together with their grantees, successors, heirs, executors, administrators, devisees or assigns:

A. Declarant, in order to establish a plan of condominium ownership for the project, has covenanted and agreed and has divided the project into the following separate freehold estates:

1. Each of the four apartment units in each multifamily structure, each separately owned, numbered and designated in Exhibit "A" attached to the originally recorded Declaration of Restrictions, shall be a separate freehold estate consisting of the space bounded by and contained within the interior surfaces of the perimeter walls, floors, ceilings, windows and doors of each apartment unit, each of such spaces being defined and referred to herein as a "unit". Each unit includes both the portions of the building so described and the airspace so encompassed, but the following are not part of the unit: Bearing walls, columns, floors, roofs,

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foundations, reservoirs, tanks, pumps, and other central services, pipes, ducts, flues, chutes, conduits, wires and other utility installations, wherever located, except the outlets thereof when located within the unit. In interpreting deeds, declarations and plans, the existing physical boundaries of the unit or of a unit reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be its boundaries rather than the metes and bounds (or other description) expressed in the deed, plan or declaration, regardless of settling or lateral movement of the building and regardless of minor variance between boundaries shown on the plan or in the deed and declaration and those of the building.

2. A freehold estate consisting of the remaining portion of the project is described and referred to herein as Common Area A and Common Area B. Common Area A shall include, without limitation, an undivided interest in each multifamily structure (except for the units) located on Lot 3, the solid earth upon which the structure is located and the air-space above the structure, all bearing walls, columns, floors, roofs, slabs, foundations, storage spaces, balconies, lobbies, common halls and common stairways, reservoirs, tanks, pumps and other central services, pipes, ducts, chutes, conduits, wires and other utility installations of the multifamily structures, wherever located, except the outlets thereof when located within the units, parking spaces, lawns, pavements, trees and all other landscaping on said Lot 3. Common Area B shall con-

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sist of an undivided interest in Lot 2 as shown on said map of Jamacha Greens.

B. Each unit together with the respective undivided interest in the common areas specified and established in Paragraph E hereof is defined and hereinafter referred to as a "condominium", and the ownership of each condominium shall include a unit and such undivided interest in the common areas.

C. Portions of common area A are hereby set aside and allocated for the restricted use of the respective units as shown on Exhibit "A", attached to the originally recorded Declaration of Restrictions, and such areas shall be known as "restricted common areas". Additional portions of common area A are hereby set aside and allocated for the restricted use of all units now or hereafter constructed within the project for the purposes of private ingress and egress and for the placing and maintaining of electrical transmission lines, sewers, gas lines and other public utilities. Said additional portions are designated on Exhibit "A" as "Private Access and Utility Easement".

D. The 28 individual units hereby established shall be individually conveyed.

E. The undivided interest in common areas hereby established and which shall be conveyed with each respective unit is as follows: As to common area A, 1/28 thereof; and as to common area B, 1/192 thereof. Each of the above respective undivided interests established and to be conveyed with the respective units cannot be changed, and Declarant, its successors and assigns, and grantees,

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has covenanted and agreed that the undivided interest in the common areas and the fee titles to the respective units conveyed therewith, shall not be separated or separately conveyed, and each such undivided interest shall be deemed to be conveyed or encumbered with its respective unit even though the description in the instrument of conveyance of encumbrance may refer only to the fee title to the unit.

F. The proportionate shares of the separate owners of the respective condominiums in the profits and common expenses in the common areas shall be 1/192 except as otherwise provided in Paragraphs T, U, and V, of the originally recorded Declaration of Restrictions.

G. Attached to the originally recorded Declaration of Restrictions and made a part thereof as Exhibit "A" is a plat of a portion of the project, together with diagrammatic floor plans of each multifamily structure to be constructed on a portion thereof, consisting of 3 sheets, entitled Jamacha Greens Condominium No. 1.

H. Declarant, its successors and assigns, by the original declaration and this restatement and all future owners of the condominiums, by their acceptance of their respective deeds, covenant and agree as follows:

1. The Common Areas shall remain undivided as set forth above. Except as provided by California Code of Civil Procedure 752(b), and California Civil Code 1354, no owners shall bring any action for partition, it being agreed that this restriction is necessary in order to preserve the rights of the owners with respect to the operation and management of the Project. Judicial partition by

MAINTENANCE

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sale of a single unit owned by two or more persons and division of the sale proceeds is not prohibited hereby but partition of title to a single unit is prohibited.

2. The units shall be occupied and used by the respective owners only as a private dwelling for the owners, his family, tenants and social guests and for no other purpose.

3. The Association shall provide maintenance of the Condominiums as follows: paint, maintain repair and replace roof, gutter, downspouts, exterior building surfaces and exterior glass surfaces, landscaping, balconies, parking areas, recreational facilities and all common areas. The responsibility of the Association for maintenance and repair shall not extend to repairs or replacements arising out of or caused by the willful or negligent act or neglect of an owner, or his guest, tenants or invitees, the cost of which is not covered by insurance. The repair or replacement of a Condominium Unit exterior resulting from such excluded items shall be the responsibility of each owner; provided, however, that if an owner shall fail to make the repairs or replacements which are the responsibility of such owner, as provided above, then, upon two-thirds votes of the Board of Directors, and after not less than thirty (30) days notice to the Owner, the Association shall have the right (but not the obligation) to enter the Condominium and make such repairs or replacements, and the cost thereof shall be added to the assessments chargeable to such Condominium.

CLERK OF SUPERIOR COURT, SAN DIEGO COUNTY, HARLEY F. BLOOM, RECORDER

4. Each condominium owner shall have the exclusive right to paint, repaint, tile, wax, paper, or otherwise refinish and decorate the inner surfaces of the walls, ceilings, floors, windows and doors bounding his own unit.

5. No building, fence, wall, obstruction, balcony, screen, patio, patio cover, tent, awning, carport, carport cover, improvement, or structure of any kind shall be commenced, erected, painted, or maintained upon the Common Area nor shall any alteration or improvement of any kind be made thereto until the same has been approved in writing by the Board, or by an architectural control committee appointed by the Board. Plans and specifications showing the nature, kind, shape, color, size, materials, and locations of such improvements, alterations, etc., shall be submitted to the Board or to the architectural control committee for approval as to quality of workmanship and design and harmony of external design with existing structures, and as to location in relation to surrounding structures, topography, and finish grade elevation. No permission or approval shall be required to repaint in accordance with Declarant's original color scheme, or to rebuild in accordance with Declarant's original plans and specifications. No permission or approval shall be required to repaint in accordance with a color scheme previously approved by the Board or by the committee. No landscaping of patios or

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yards visible from the street or from the Common Area not involving the use of natural plants, grass, trees, or shrubs, and which does involve the use of synthetic materials or of concrete, rock, or similar materials, shall be undertaken by any owner until plans and specifications showing the nature, kind, shape and locations of the materials shall have been submitted to and approved in writing by the Board or by an architectural control committee appointed by the Board.

In the event said Board or its designated committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this article will be deemed to have been fully complied with.

6. If any portion of a common area A encroaches with the units, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. In the event the multifamily structure is partially or totally destroyed, and then rebuilt, the owners of units agree that minor encroachments of parts of common area A due to construction shall be permitted and that valid easements for such encroachment and the maintenance thereof shall exist. Common area A is and shall always be subject to easements for minor encroachments thereon of the unit; and a non-exclusive easement for ingress, egress and support through common area A is appurtenant to each unit and common area A is subject to such easements.

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7. Each owner of a condominium unit in said project shall be a member of this Association and each such member shall have one (1) vote for each condominium unit so owned. The owner of a unit shall automatically, upon becoming the owner of same, be a member of the Association and shall remain a member until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically cease. Membership shall be in accordance with the Articles and Bylaws of the Association. Each owner shall vote for the election of and removal of Directors in accordance with Article IV, Section 8 of the Bylaws.

Membership in the Association shall not be transferred, pledged, or alienated in any way, except upon the sale or encumbrance of the unit to which it is appurtenant, and then only to the purchaser, in the case of a sale, or mortgage, in the case of an encumbrance of such unit. Any attempt to make a prohibited transfer is void. In the event the owner of any unit should fail or refuse to transfer the membership registered in his name to the purchaser of his unit, the Association shall have the right to record the transfer upon its books and thereupon the old membership outstanding in the name of the seller shall be null and void.

8. The owners of all of the condominiums covenant and agree that the administration of the project shall be in accordance with the provisions of the original Declaration and this restatement, the Articles and Bylaws

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of the Association which were collectively attached to the originally recorded Declaration of Restrictions as Exhibit "B", and all lawful amendments thereto. In the event that any of the matters in the original Declaration and this restatement are in any way inconsistent with any of the matters in Exhibit "A" or Exhibit "B", then in such event, this restatement shall prevail.

9. Each owner, tenant or occupant of a condominium shall comply with the provisions of the original Declaration and this restatement, the Bylaws and the decisions and resolutions of the Association or its duly authorized representative, all as lawfully amended from time to time, and failure to comply with any such provisions, decisions, or resolutions, shall be grounds for an action to recover sums due, for damages, or for injunctive relief.

10. This original Declaration and this restatement shall not be revoked or any of the provisions herein amended excepting as provided in Declaration X hereof.

11. No owner of a condominium may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the common areas or by the abandonment of his condominium.

I. All sums assessed in accordance with the provisions of the Declaration J hereof and of Article VI of the Bylaws of the Association shall constitute a lien on each respective condominium prior and superior to all other liens except (1) all taxes, bonds, assessments and other levies which, by law, would be superior thereto, and (2) the lien or charge of any first mortgage of record (meaning any

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recorded mortgage or deed of trust with first priority over other mortgages or deeds of trust) made in good faith and for value

The lien of the assessments provided for ~~herein shall be subordinate to the lien of any first deed~~ of trust or first mortgage. Sale or transfer of any unit shall not affect the assessment lien. However, the sale or transfer of any unit pursuant to foreclosure or deed in lieu of foreclosure, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such unit from liability for any assessments thereafter becoming due or from the lien thereof.

Such lien, when delinquent, may be enforced by sale by the Association, its attorney or other person authorized to make the sale, after failure of the owner to pay such an assessment in accordance with its terms, such sale to be conducted in accordance with the provisions of Section 2924, 2924 b and 2924 c of the California Civil Code, applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner permitted by law.

The Association, acting on behalf of the condominium owners, shall have the power to bid in the condominium at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Suit to recover a money judgment for unpaid common expenses, rent and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same.

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J. The Declarant, for each unit owned within the project, hereby covenants, and each owner of any unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(1) Annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the condominium and shall be a continuing lien upon the condominium against which each such assessment is made, the lien to become effective upon recordation of a notice of assessment. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of such condominium at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. No owner of a condominium may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the Common Areas or by the abandonment of his condominium.

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety,

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and welfare of all the residents in the entire project and for the improvement and maintenance of the Common Area for the common good of the project.

~~Until January 1, 1978, the maximum annual~~
assessment shall be \$360.00 per unit.

(a) From and after January 1, 1978, the maximum annual assessment may be increased each year by not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1, 1978, the maximum annual assessment may be increased by more than ten percent (10%) by the vote or written assent of fifty-one percent (51%) of each class of members. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

~~Any action authorized for the establishment of~~
a maximum annual assessment shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. A quorum for such meeting shall be fifty-one percent (51%) of each class of members. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half of the required quorum for the preceding meeting.

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If the proposed action is favored by a majority of the votes cast at such meeting, but such vote is less than the requisite fifty-one percent (51%), members who were ~~not present in person or by proxy may give their assent~~ in writing, provided the same is obtained by the appropriate officers of the Association not later than thirty (30) days from the date of such meeting.

All assessments, both annual and special, shall be charged to and divided among the unit owners according to the respective common interest share of each. Assessments may be collected on a monthly basis.

The Board of Directors shall determine and fix the amount of the annual assessment against each unit at least thirty (30) days in advance of each annual assessment. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified unit have been paid. A properly executed certificate of the Association as to the status of assessments on a unit is binding upon the Association as of the date of its issuance.

K. Where the mortgagee of a first mortgage of record or other purchaser of a condominium obtains title to the same as a result of foreclosure of any such first mortgage, such acquirer of title, his successors and

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assigns, shall not be liable for the share of the common expenses or assessments by the Association chargeable to such condominium which became due prior to the acquisition of title to such condominium by such acquirer. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the condominiums including such acquirer, his successors and assigns.

L. The respective condominiums shall not be rented by the owners thereof for transient or hotel purposes, which shall be defined as (a) rental for any period less than 30 days, or (b) any rental if the occupants of the unit are provided customary hotel services, such as room service for food and beverage, maid service, furnishing laundry and linen, and bellboy service. Other than the foregoing obligations, the owners of the respective condominium shall have the absolute right to lease same provided that the lease is made subject to the covenants, conditions, restrictions, limitations and uses contained in the original Declaration and this restatement and further subject to the Bylaws attached hereto.

M. In the event of damage to or destruction of any unit, the owner shall reconstruct the same as soon as reasonably practicable, and substantially in accordance with the original plans and specifications therefor.

The Association shall obtain and continue in effect, a master policy of insurance (covering real property and improvements, and personal property owned by the

1594

Association) and liability insurance (including fire for full extended coverage, vandalism, malicious mischief, public liability, fidelity bond covering association directors, officers and employees ~~and employees of any~~ manager or managing agent, naming the Association as obligee and written in an amount equal to at least 150 percent of the estimated annual operating expenses, including reserves, glass coverage and, if necessary, workmen's compensation coverage in form and amounts satisfactory to the Board but without prejudice to the right of the owner of a condominium to obtain individual condominium insurance).

If any of the Project improvements are damaged by fire or other casualty, insurance proceeds payable to the Association shall be used to rebuild or repair such damage substantially in accordance with the original plans and specifications therefor. Custom-built items added by owners to their units shall be rebuilt or replaced at the expense of owners or their insurers. Any excess insurance proceeds shall be deposited to the general funds of the Association. In the event the proceeds of the Association's insurance policy are insufficient to rebuild or repair a Unit or Units, and the owner or owners of said unit or units do not have sufficient funds, whether insurance proceeds or personal funds, to rebuild and restore said unit or units, then the Association may use funds from its account or if necessary from levying a special assessment on all unit owners to restore or rebuild said unit or units.

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In the event the property subject to the original Declaration and this restatement is totally or substantially damaged or destroyed, the repair, reconstruction or disposition of the property and insurance proceeds shall be as ~~provided by an agreement approved by more than fifty-one~~ percent (51%) of the votes as such voting interests are established in the original Declaration and this restatement subject to the rights of the mortgagees.

N. All agreements and determinations lawfully made by the Association in accordance with the voting percentages established in the original Declaration and this restatement or in Bylaws, shall be deemed to be binding on all owners of condominiums, their successors and assigns.

O. So long as Declarant, its successors and assigns, owns one or more of the condominiums established and described herein, Declarant, its successors and assigns, shall be subject to the provisions of the original Declaration and this restatement and of Exhibits "A" and "B" attached to the originally recorded Declaration of Restrictions and as lawfully amended; and Declarant covenants to take no action which would adversely affect the rights of the Association with respect to assurances against latent defects in the property or other right assigned to the Association by reason of the establishment of the condominiums.

P. Should any provision or portion hereof be declared invalid or in conflict with any law of the jurisdiction where this project is situated, the validity of all other provisions and portions hereof shall remain unaffected and in full force and effect.

Q. The Association shall obtain and continue in effect blanket property insurance in form and amounts satisfactory to mortgagees holding first mortgages covering condominiums but without prejudice to the right of the owner ~~of a condominium to obtain individual condominium insurance.~~

R. Insurance premiums for any blanket insurance coverage shall be a common expense to be included in the monthly assessments levied by the Association; and the portion of such payments necessary for the insurance premiums shall be held in separate escrow account of the Association and used solely for the payment of the blanket property insurance premiums as such premiums become due.

S. This original Declaration and restatement shall run with and bind the land and shall continue in full force and effect for a term of 50 years from the date of the original Declaration, after which time the same shall be automatically extended for successive periods of 10 years.

T. U. V. Declarations T. U. and V. of the original Declaration have been deleted from this restatement in view of the annexation of Lots 1 and 4 through 6 of Jamacha Greens, as recorded on March 3, 1972 as File/Page No. 80368 in the Office of the County Recorder of San Diego County, California.

W. Neither Declarant nor its agent shall enter into any contracts which bind the Corporation for a period in excess of one (1) year.

X. The original Declaration and this restatement may be amended only by an instrument signed by not less than

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seventy-five percent (75%) of the owners of condominium units. Any amendment must be recorded and shall become effective upon being recorded in the Office of the County Recorder of San Diego County.

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

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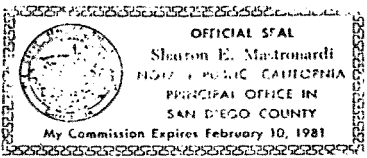
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STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS

On September 13, 1977, before me
~~personally appeared the following persons whose names are~~
subscribed to the within instrument and acknowledged to me
that they executed the same.

WITNESS my hand and official seal.

[seal]



Sharon E. Mastroratti
NOTARY PUBLIC

Attached hereto are the Restated Declaration
of Restrictions of Jamacha Greens in the City of El Cajon,
County of San Diego, State of California. The original
Declaration of Restrictions was recorded on File/Page No.
~~80367, Book 1972, on March 31, 1972, at 4:31 P.M., in the~~
Official Records of San Diego County, California.

The Restated Declaration of Restrictions restate
the entire text of the Declaration of Restrictions as amended
to date and the restatements are hereby consented to,
authorized and approved by the following owners in the
Jamacha Greens Project:

<u>NAMES & SIGNATURES</u>	<u>ADDRESSES</u>
Bonnie L. Sittner	908 C Amistad Ct El Cajon, CA 92020
<i>Bonnie L. Sittner</i>	
GLORIA G. WEG	904-A AMISTAD CT. EL CAJON, CA 92020
Gloria G. Weg	
Bruce R. Sittner	909-C Amistad Ct El Cajon, CA 92020
<i>Bruce R. Sittner</i>	
MLM Investors, A General Partnership	UNITS: TOTAL 93 931-A THRU D, 935-A THRU C 1536 B, D, 1548-A THRU D, 1556-A THRU C, 108-A & D 910-A THRU D, 914-B, 900-A THRU D, 903-A, B, D, 904-B, 904-A, B, D, 913-A THRU D, 917-A THRU D 921-B, 925-A, D, 929-B, 933-B, D, 941-A THRU D, 947-A, B, D, 951-B, 955-A THRU D, 959-A THRU D, 963-A THRU D, 967-A THRU D, 971-A THRU D, 975-A THRU D, 979-A, B, C 983-A THRU D, 987-A THRU D, 991-A, B, C

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

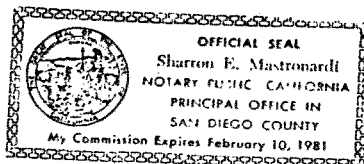
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STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss

On September 14, 1977, before the undersigned, a Notary Public for the State of California, personally appeared CHRISTOPHER J. MORTENSON, known to me to be one of the partners of the partnership of MLM INVESTORS that executed the attached Restated Declaration of Restrictions of Jamacha Greens in the City of El Cajon, County of San Diego, State of California, and acknowledged to me that such partnership executed the same.

[seal]

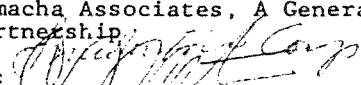
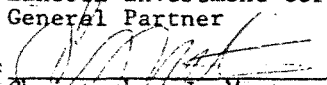
Sharon E. Mastronardi
NOTARY PUBLIC



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Attached hereto are the Restated Declaration of Restrictions of Jamacha Greens in the City of El Cajon, County of San Diego, State of California. The original Declaration of Restrictions was recorded on File/Page No. 80367, Book 1972, on March 31, 1972, at 4:31 P.M., in the Official Records of San Diego County, California.

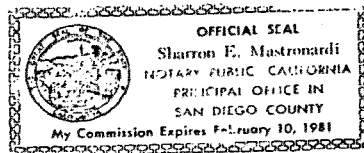
The Restated Declaration of Restrictions restate the entire text of the Declaration of Restrictions as amended to date and the restatements are hereby consented to, authorized, and approved by the following owners in the Jamacha Greens Project:

<u>NAMES & SIGNATURES</u>	<u>ADDRESSES</u>
Jamacha Associates, A General Partnership	UNIT NOS. 1 through 8, 17 through 28 in Lot 1,
By: 	UNIT NOS. 41 through 60 in Lot 5 and Lot 6 of
Lincoln Investment Corporation, General Partner	Jamacha Greens in the City of El Cajon, County of San Diego, State of California, according to official plat thereof No. 7121 filed in the Office of County Recorder of San Diego County on November 19, 1971, and according to that certain condominium plan recorded as File/Page No. 80367 in the Office of County Recorder on March 31, 1972.
By: 	
Christopher J. Mortenson, President and Treasurer of Lincoln Investment Corporation	

1602

STATE OF CALIFORNIA)
) ss
COUNTY OF SAN DIEGO)

On December 16, 1977, before the undersigned, a
Notary Public for the State of California, personally appeared
CHRISTOPHER J. MORTENSON, known to me to be the president and
treasurer of LINCOLN INVESTMENT CORPORATION, one of the general
partners of the partnership of JAMACHA ASSOCIATES that executed
the attached Restated Declaration of Restrictions of Jamacha
Greens in the City of El Cajon, County of San Diego, State of
California, and acknowledged to me that such partnership exe-
cuted the same.



Sharon E. Mastronardi
NOTARY PUBLIC

Attached hereto are the Amendments to the Declaration of Restrictions of Jamacha Greens and the Restated Declaration of Restrictions for Jamacha Greens in the City of El Cajon, County of San Diego, State of California. The original Declaration of Restrictions was recorded as File/Page No. 80367, Book 1972 on March 31, 1972, at 4:21 p.m., in the Official Records of San Diego County, California. The Restated Declaration of Restrictions restate the entire text of the original Declaration of Restrictions of said corporation as amended to date. The Restated Declaration of Restrictions and amendments contained therein are hereby consented to, authorized and approved by the following first deed of trust or first mortgage holder in the Jamacha Greens Project:

Bank of America
4166 El Cajon Boulevard
San Diego, California 92105

Bank of America
414 North Magnolia
El Cajon, California 92020

Bank of America
450 Downtown Plaza
Sacramento, California 95814

Dated:

LENDER

By

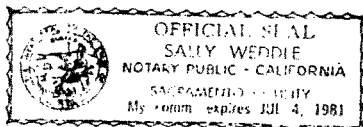
N. Abreu
Loan Officer
Title

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

On August 17, 1977, before me a Notary Public in and for said State, personally appeared N. Abreu, Loan Officer, of the corporation that executed the within instrument, known to me to be the person 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.

[seal]



Sally Weddle
NOTARY PUBLIC

Dated: 8-31-77

By

STATE OF CALIFORNIA)
) ss
SAN DIEGO COUNTY)

 **CHRISTINE SCARBOROUGH**
NOTARY PUBLIC - CALIFORNIA
Principal Office, San Diego, CA
My Commission Exp. April 17, 2011

NOTARY PUBLIC

Return to:

1605

77-527902

FILE/PAGE NO. —
BOOK 1977
RECORDED REQUEST OF

ATTORNEY

DEC 21 4 12 PM '77

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

McDonald, Helene & Marion

Attorneys

333 Broadway, 2nd Fl.

San Diego, Ca 92101

\$31.00

NOTICE

(This notice is required by California Government Code Section 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.

AFTER RECORDATION, RETURN TO:
McDONALD, PULASKI & HARLEY ATTORNEY.
410 A Street, Second Floor
San Diego, California 92101

141

77-352160

FILE/PAGE NO. _____
BOOK 1977
RECORDED REQUEST OF
ATTORNEY

AUG 26 2 55 PM '71

OFFICIAL RECORDS
SAN DIEGO COUNTY, CALIF.
HARLEY F. BLOOM
RECORDER \$12.00

AMENDMENTS TO THE DECLARATION OF RESTRICTIONS OF JAMACHA
GREENS IN THE CITY OF EL CAJON, COUNTY OF SAN DIEGO, STATE
OF CALIFORNIA, WHICH WAS RECORDED FILE/PAGE NO. 80367, BOOK
1972, ON MARCH 31, 1972, at 4:21 P.M., IN THE OFFICIAL
RECORDS OF SAN DIEGO COUNTY, CALIFORNIA

DECLARATION OF RESTRICTIONS

1. There shall be added a new definition to the DEFINITIONS
section which shall be designated J. and shall read as follows:

"Condominium" shall mean an estate in real property as
defined in California Civil Code § 783, consisting of
title to a unit and an undivided interest in the Common
Area. The ownership of each condominium shall include the
ownership of a unit and, in the case of phased develop-
ment, in the respective undivided interest in the Common
Area as defined in Definition F and shown on the recorded
Condominium Plan, membership in the association, and a
non-exclusive easement for ingress and egress over the
Common Area of Lots 1, 2, 3, 4, 5 and 6 of Jamacha Greens,
San Diego County, California according to Map No. 7121 re-
corded in the San Diego Records Office on November 19,
1971. Each unit shall be a separate freehold estate con-
sisting of the space described, defined, and shown on the
recorded condominium plan. Each unit includes the portions
of the structure so described and the airspace so encom-
passed. The unit does not include the Common Area and
specifically those portions of the Common Area described
and defined as "exclusive use area" in Definition G and
on the recorded condominium plan.

2. Declaration H.1 shall be amended to read as follows:

1. The Common Areas shall remain undivided as set
forth above. Except as provided by California Code of
Civil Procedure 752(b), and California Civil Code 1354,
no owner shall bring any action for partition, it being
agreed that this restriction is necessary in order to pre-
serve the rights of the owners with respect to the opera-
tion and management of the Project. Judicial partition
by sale of a single unit owned by two or more persons and
division of the sale proceeds is not prohibited hereby but
partition of title to a single unit is prohibited.

3. There shall be inserted as a new Declaration H.3. the
following paragraph, and old Declaration H.3. shall be renumbered
H.4.:

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

1-12

H.3. The Association shall provide maintenance of the Condominiums as follows: paint, maintain repair and replace roof, gutter, downspouts, exterior building surfaces, and exterior glass surfaces, landscaping, balconies, parking areas, recreational facilities and all common areas. The responsibility of the Association for maintenance and repair shall not extend to repairs or replacements arising out of or caused by the willful or negligent act or neglect of an owner, or his guests, tenants or invitees, the cost of which is not covered by insurance. The repair or replacement of a Condominium Unit exterior resulting from such excluded items shall be the responsibility of each owner; provided, however, that if an owner shall fail to make the repairs or replacements which are the responsibility of such owner, as provided above, then, upon two-thirds vote of the Board of Directors, and after not less than thirty (30) days notice to the Owner, the Association shall have the right (but not the obligation) to enter the Condominium and make such repairs or replacements, and the cost thereof shall be added to the assessments chargeable to such Condominium.

4. There shall be added a new Declaration H.5. which shall read as follows:

H.5. No building, fence, wall, obstruction, balcony, screen, patio, patio cover, tent, awning, carport, carport cover, improvement, or structure of any kind shall be commenced, erected, painted, or maintained upon the Common Area nor shall any alteration or improvement of any kind be made thereto until the same has been approved in writing by the Board, or by an architectural control committee appointed by the Board. Plans and specifications showing the nature, kind, shape, color, size, materials and locations of such improvements, alterations, etc., shall be submitted to the Board or to the architectural control committee for approval as to quality of workmanship and design and harmony of external design with existing structures, and as to location in relation to surrounding structures, topography, and finish grade elevation. No permission or approval shall be required to repaint in accordance with Declarant's original color scheme, or to rebuild in accordance with Declarant's original plans and specifications. No permission or approval shall be required to repaint in accordance with a color scheme previously approved by the Board or the committee, or to rebuild in accordance with plans and specifications previously approved by the Board or by the committee. No landscaping of patios or yards visible from the street or from the Common Area not involving the use of natural plants, grass, trees, or shrubs, and which does involve the use of synthetic materials or of concrete, rock, or similar materials, shall be undertaken by any owner until plans and specifications showing

the nature, kind, shape and locations of the materials shall have been submitted to and approved in writing by the Board or by an architectural control committee appointed by the Board.

In the event said Board or its designated committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this article will be deemed to have been fully complied with.

5. Old Declaration H.4. shall be renumbered Declaration H.6.

6. Old Declaration H.5. shall be renumbered Declaration H.7. and shall be amended to read as follows:

H.7. Each owner of a condominium unit in said project shall be a member of this Association and each such member shall have one (1) vote for each condominium unit so owned. The owner of a unit shall automatically, upon becoming the owner of same, be a member of the Association and shall remain a member until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically cease. Membership shall be in accordance with the Articles and Bylaws of the Association. Each owner shall vote for the election of and removal of Directors in accordance with Article IV, Section 8 of the Bylaws.

Membership in the Association shall not be transferred, pledged, or alienated in any way, except upon the sale or encumbrance of the unit to which it is appurtenant, and then only to the purchaser, in the case of a sale, or mortgage, in the case of an encumbrance of such unit. Any attempt to make a prohibited transfer is void. In the event the owner of any unit should fail or refuse to transfer the membership registered in his name to the purchaser of his unit, the Association shall have the right to record the transfer upon its books and thereupon the old membership outstanding in the name of the seller shall be null and void.

7. Old Declarations H.6. through H.9. shall be respectively renumbered as Declarations H.8. through H.11. Old Declaration H.8. which is hereby renumbered H.10. shall be amended to read as follows:

H.10. This Declaration shall not be revoked or any of the provisions herein amended excepting as provided in Declaration X hereof.

8. Declaration I. shall be amended to read as follows:

I. All sums assessed in accordance with the provisions of Declaration J hereof and of Article VI of the Bylaws of the Association shall constitute a lien on each respective condominium prior and superior to all other liens except (1) all taxes, bonds, assessments and other levies which by law, would be superior thereto, and (2) the lien or charge of any

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first mortgage of record (meaning any recorded mortgage or deed of trust with first priority over other mortgages or deeds of trust) made in good faith and for value.

The lien of the assessments provided for herein shall be subordinate to the lien of any first deed of trust or first mortgage. Sale or transfer of any unit shall not affect the assessment lien. However, the sale or transfer of any unit pursuant to foreclosure or deed in lieu of foreclosure, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such unit from liability for any assessments thereafter becoming due or from the lien thereof.

Such lien, when delinquent, may be enforced by sale by the Association, its attorney or other person authorized to make the sale, after failure of the owner to pay such an assessment in accordance with its terms, such sale to be conducted in accordance with the provisions of Section 2924, 2924 b and 2924 c of the California Civil Code, applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner permitted by law.

The Association, acting on behalf of the condominium owners, shall have the power to bid in the condominium at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Suit to recover a money judgment for unpaid common expenses, rent and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same.

9. There shall be added a new Declaration which will be designated Declaration J., which will read as set forth below, and old Declarations J. and K. shall be redesignated as Declarations K. and L.:

J. The Declarant, for each unit owned within the project, hereby covenants, and each owner of any unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(1) Annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the condominium and shall be a continuing lien upon the condominium against which each such assessment is made, the lien to become effective upon recordation of a notice of assessment. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of such condominium at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly

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assumed by them. No owner of a condominium may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the Common Areas or by the abandonment of his condominium.

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of all the residents in the entire project and for the improvement and maintenance of the Common Area for the common good of the project.

Until January 1, 1978, the maximum annual assessment shall be \$360.00 per unit.

(a) From and after January 1, 1978, the maximum annual assessment may be increased each year by not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1, 1978, the maximum annual assessment may be increased by more than ten percent (10%) by the vote or written assent of fifty-one percent (51%) of each class of members. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Any action authorized for the establishment of a maximum annual assessment shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. A quorum for such meeting shall be fifty-one percent (51%) of each class of members. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half of the required quorum for the preceding meeting. If the proposed action is favored by a majority of the votes cast at such meeting, but such vote is less than the requisite fifty-one percent (51%), members who were not present in person or by proxy may give their assent in writing, provided the same is obtained by the appropriate officers of the Association not later than thirty (30) days from the date of such meeting.

All assessments, both annual and special, shall be charged to and divided among the unit owners according to the respective common interest share of each. Assessments may be collected on a monthly basis.

The Board of Directors shall determine and fix the amount of the annual assessment against each unit at least

thirty (30) days in advance of each annual assessment. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified unit have been paid. A properly executed certificate of the Association as to the status of assessments on a unit is binding upon the Association as of the date of its issuance.

10. Old Declaration L. shall be redesignated M. and shall read as follows:

M. In the event of damage to or destruction of any unit, the owner shall reconstruct the same as soon as reasonably practicable, and substantially in accordance with the original plans and specifications therefor.

The Association shall obtain and continue in effect, a master policy of insurance (covering real property and improvements, and personal property owned by the Association) and liability insurance (including fire for full extended coverage, vandalism, malicious mischief, public liability, fidelity bond covering association directors, officers and employees, and employees of any manager or managing agent, naming the Association as obligee and written in an amount equal to at least 150 percent of the estimated annual operating expenses, including reserves, glass coverage and, if necessary, workmen's compensation coverage in form and amounts satisfactory to the Board but without prejudice to the right of the owner of a condominium to obtain individual condominium insurance).

If any of the Project improvements are damaged by fire or other casualty, insurance proceeds payable to the Association shall be used to rebuild or repair such damage substantially in accordance with the original plans and specifications therefor. Custom-built items added by owners to their units shall be rebuilt or replaced at the expense of owners or their insurers. Any excess insurance proceeds shall be deposited to the general funds of the Association. In the event the proceeds of the Association's insurance policy are insufficient to rebuild or repair a Unit or Units, and the owner or owners of said unit or units do not have sufficient funds, whether insurance proceeds or personal funds, to rebuild and restore said unit or units, then the Association may use funds from its account or if necessary from levying a special assessment on all unit owners to restore or rebuild said unit or units.

In the event the property subject to this Declaration is totally or substantially damaged or destroyed, the repair,

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

reconstruction or disposition of the property and insurance proceeds shall be as provided by an agreement approved by more than fifty-one percent (51%) of the votes as such voting interests are established in this Declaration subject to the rights of mortgagees.

11. Old Declaration M. shall be deleted from the Declaration of Restrictions.

12. There shall be added a new Declaration X., which shall read as follows:

X. This Declaration may be amended only by an instrument signed by not less than seventy-five percent (75%) of the owners of condominium units. Any amendment must be recorded and shall become effective upon being recorded in the Office of the County Recorder of San Diego County.

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

The foregoing Amendments to the Declaration of Restrictions of Tracing Green in the County of San Diego, State of California, Recording File No. 99387 Book 1373, on March 31, 1973, at 4:21 P.M. in the Official Records of San Diego County, California are hereby consented to, authorized and approved by the following condominium owners in the proposed development:

NAMES & SIGNATURES

ADDRESSES

James M. Pike
James M. Pike

929-C AMISTAD CT

Harvey R. Hellett
Harvey R. Hellett

929-D AMISTAD CT

Gloria G. Wap
Gloria G. Wap

904-A AMISTAD CT.

Lena J. Carstens
Lena J. Carstens

933 Amistad Ct. #A.

Edward S. Alsop
Edward S. Alsop

916-C Amistad Ct

Bruce R. Sutton
Bruce R. Sutton

909-C Amistad Ct

Edna E. Linnore
Edna E. Linnore

921-B Amistad

Edith A. Olson
Edith A. Olson

951A Amistad

Myrtle L. Taylor
Myrtle L. Taylor

916A Amistad

Bonnie L. Rittner
Bonnie L. Rittner

903-C Amistad Ct

ML 01

903-C Amistad Ct

ML 01

903-C Amistad Ct

ML 01

903-C Amistad Ct

ML 01

903-C Amistad Ct

ML 01

903-C Amistad Ct

ML 01

903-C Amistad Ct

ML 01

903-C Amistad Ct

RECORDING OFFICE, SAN DIEGO COUNTY, PLAT 1, RECORD 1

STATE OF CALIFORNIA)
) ss
 COUNTY OF SAN DIEGO)

On July 26 1977, before me personally
 appeared the following persons whose names subscribed to the within
 instrument and acknowledged to me that they executed the same.

1. James M. Pike	929 C Amistad Court
2. Harvey R. Heldt	929 D Amistad Court
3. Gloria G. Weg	904 A Amistad Court
4. Lena J. Carstens	933 A Amistad Court
5. Edward S. Alsop	916 C Amistad Court
6. Bruce R. Sutton	909 C Amistad Court
7. Edna E. Lormore	921 D Amistad Court
8. Edith A. Olson	951 A Amistad Court
9. Myrtle Lloyd	916 A Amistad Court
10. Bonnie L. Sittner	903 C Amistad Court

WITNESS my hand and official seal.

Sharon E. Mastronardi
 Sharon E. Mastronardi



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

STATE OF CALIFORNIA)
) ss
 COUNTY OF SAN DIEGO)

On July 27th 1977, before the undersigned, a
 Notary Public for the State of California, personally appeared
 Christopher J. Mortenson, known to me to be one of the partners of
 the partnership of MLM INVESTORS that executed the attached Amendments
 To The Declaration Of Restrictions of JAMACHA GEEKS In The County of
 San Diego, State Of California, Recorded File/Page No. 80367, Book 1972,
 on March 31, 1972, at 4:21 P.M. in the Official Records of San Diego
 County, California, and acknowledged to me that such partnership executed
 the same.



Steven E. Mortenson
 NOTARY PUBLIC IN AND FOR SAID
 COUNTY AND STATE

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