AFTER RECORDATION, PLEASE RETURN TO:
FIRST AMERICAN TITLE INS. CO.
411 IVY ST., SAN DIEGO
ATTEN: KIM OMOTANI
SUBD. DEPT.

ORDER NO. 662788-S

2767

80367

FILE/PAGE NO.
BOOK 1972
RECORDED REQUEST OF
FIRST AMERICAN TITLE CO.
MAR 31 4 21 PM '72
OFFICIAL RECORDS
SAN DIEGO COUNTY, CALIF.
HARLEY F. BLOOM
RECORDER

62.00
2

OFFICIAL RECORDS COUNTY OF SAN DIEGO HARLEY F. BLOOM RECORDER

DECLARATION OF RESTRICTIONS
(ENABLING DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF JAMACHA GREENS)

The Declarant, McKEON CONSTRUCTION, a California corporation, does hereby declare and certify as follows:

RECITALS:

1. Declarant is the 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 intends to improve said property by constructing on Lot 3 four-unit multifamily 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 hereby establishes by this Declaration a plan for the individual ownership of the real property estates consisting of the area or space contained

in each of the apartment units in each multifamily structure and the 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 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.

DECLARATION:

Declarant, the fee owner of the real property described in Recital 1 above, hereby makes the following Declaration as to division, easements, rights, liens, charges, covenants, restrictions, limitations, conditions and uses to which the project may be put, hereby 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, hereby covenants and agrees that it hereby divides the project into the following separate freehold estates:

1. Each of the four apartment units in each multifamily structure, each separately owned, num-

 Revised 3-9-72

bered and designated in Exhibit "A" attached hereto, 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, 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 each multifamily struc-

ture (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, pavement, trees and all other landscaping on said Lot 3. Common Area B shall consist 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", 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, covenants and agrees that the undivided interests 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 or 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 hereinafter.

G. Attached hereto and made a part hereof 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 this declaration 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; and no owner shall bring any action for partition, excepting as otherwise hereinafter provided, 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.

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. 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.

4. If any portion of a common area A encroaches upon 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.

5. An owner of a condominium shall automatically, upon becoming the owner of same, be a member of the Association, the name of which is JAMACHA GREENS HOMEOWNERS ASSOCIATION, and shall remain a member thereof until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically cease.

6. The owners of all of the condominiums covenant and agree that the administration of the project shall be in accordance with the provisions of this Declaration, the Articles and Bylaws of the Association which are collectively attached hereto as Exhibit "B" and made a part hereof. In the event that any of the matters in this Declaration are in any way inconsistent with any of the matters in Exhibit "A" or Exhibit "B", then in such event, this Declaration shall prevail.

7. Each owner, tenant or occupant of a condominium shall comply with the provisions of this Declaration, 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.

8. This Declaration shall not be revoked or any of the provisions herein amended excepting as provided in Article VII of Exhibit "B".

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

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 Sections 2924, 2924b and 2924c 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.

In any such foreclosure, the condominium owner shall be required to pay a reasonable rental for the condominium, and the Association or its nominee may bring an action therefor. 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 attorneys' fees shall be maintainable without foreclosing or waiving the lien securing the same.

J. 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 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.

K. 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 this Declaration and further subject to the Bylaws attached hereto.

L. In the event any multifamily structure subject to this Declaration is totally or substantially damaged or destroyed, the repair, reconstruction, or dispostion thereof shall be as provided by an agreement approved by owners representing more than 50% of the total voting interest of all condominiums represented in such structure, as such voting interests are established in this Declaration. An action may be brought by any owner of a condominium for partition of the lot and improvements thereon on which his unit is located by sale of such lot and improvements, as provided in Section 752b of the California Code of Civil Procedure. Nothing herein shall be deemed to prevent partition of a cotenancy in any condominium.

M. In a voluntary conveyance of a condominium the grantee of the same shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the latter for his share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the Association, setting forth the amount of the unpaid assessments against the grantor due the Association and such grantee shall not be liable for, nor shall the condominium conveyed be subject to a lien for, any unpaid assessments made by the Association against the grantor in excess of the amount set forth in the statement, provided, however, the grantee shall be liable for any such assessment becoming due after the date of any such statement.

N. All agreements and determinations lawfully made by the Association in accordance with the voting percentages established in this Declaration or in the 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 this Declaration and of Exhibits "A" and "B" attached hereto; 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 a 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 declaration 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 this declaration, after which time the same shall be automatically extended for successive periods of 10 years.

 Revised 3-9-72

T. If within three years of the date of this Declaration, Declarant should develop additional lands within Lot 4 of said Jamacha Greens, such additional lands may be annexed to and become a part of the project without the assent of the owners of the condominiums; provided, however, that the development of such additional lands shall be in accordance with a general plan submitted to the California Department of Real Estate (C.D.R.E.) with the processing papers for the first section. Detailed plans for the development of additional lands must be submitted to C.D.R.E. prior to such development. If C.D.R.E. determines that such detailed plans are not in accordance with the general plan on file and so advises the Association and Declarant, the development of the additional lands must have the assent of the condominium owners then holding in aggregate more than 66-2/3% interest in common area B (other than Declarant). If such additional lands are not annexed to the project within the time and in accordance with the provisions set forth above, the ownership of common area B shall automatically become 1/28 thereof as to each respective unit in lieu of 1/192 thereof, and the proportionate shares of the separate owners of the respective condominiums in the profits and common expenses in the common areas shall automatically become 1/28 thereof as to each respective unit in lieu of 1/192 thereof and an appropriate deed accomplishing this shall be executed and delivered to each of the then owners of condominium units in the Project pursuant to and in accordance with the provisions of that certain Master Trust Agreement, Trust No. PLH-798, dated MARCH 30, 1972 between Declarant, as Trustor, and First

American Trust Company, as Trustee.

U. If within three (3) years after the date of this Declaration and provided all of the Lots as described in Paragraph T hereof have been completely annexed and developed, Declarant develops additional lands within Lots 6 & / 5 of said Jamacha Greens, such additional lands may be annexed and become a part of the project without the assent of the owners of the condominiums; provided, however, that the development of such additional lands shall be in accordance with a general plan submitted to the C.D.R.E. with the processing papers for the first section. Detailed plans for the development of additional lands must be submitted to C.D.R.E. prior to such development. If C.D.R.E. determines that such detailed plans are not in accordance with the general plan on file and so advises the Association and Declarant, the development of the additional lands must have the assent of the condominium owners then holding in aggregate more than 66-2/3% interest in common area B (other than Declarant). If such additional lands are not annexed to the Project within the time and in accordance with the provisions set forth above, the ownership of common area B shall automatically become 1/80 thereof as to each respective unit in lieu of 1/192 thereof, and the proportionate shares of the separate owners of the respective condominiums in the profits and common expenses in the common areas shall automatically become 1/80 thereof as to each respective unit in lieu of 1/192 thereof and an appropriate deed accomplishing this shall be executed and delivered to each of the then owners of condominium units in the Project pursuant to and in accordance with the provisions of that certain Master Trust Agreement, Trust No. PLH-798 , dated MARCH 30, 1972 between Declarant, as Trustor, and First American Trust Company, as Trustee.

V. If within three (3) years after the date of this Declaration and provided all of the Lots as described in Paragraphs T and U hereof have been completely annexed and developed, Declarant develops additional lands within Lots 1 and 6 of said Jamacha Greens, such additional lands may be annexed and become a part of the project without the assent of the owners of the condominiums; provided, however, that the development of such additional lands shall be in accordance with a general plan submitted to the C.D.R.E. with the processing papers for the first section. Detailed plans for the development of additional lands must be submitted to C.D.R.E. prior to such development. If C.D.R.E. determines that such detailed plans are not in accordance with the general plan on file and so advises the Association and Declarant, the development of the additional lands must have the assent of the condominium owners then holding in aggregate more than 66-2/3% interest in common area B (other than Declarant). If such additional lands are not annexed to the Project within the time and in accordance with the provisions set forth above, the ownership of common area B shall automatically become 1/140 thereof as to each respective unit in lieu of 1/192 thereof, and the proportionate shares of the separate owners of the respective condominiums in the profits and common expenses in the common areas shall automatically become 1/140 thereof as to each respective unit in lieu of 1/192 thereof and an appropriate deed accomplishing this shall be executed and delivered to each of the then owners of condominium units in the Project pursuant to and in accordance with the provisions of that certain Master Trust Agreement, Trust No. PLH-798 , dated MARCH 30, 1972 . between Declarant, as Trustor, and First American Trust Company, as Trustee.

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

DATED: MARCH 31, 1972

McKEON CONSTRUCTION,
A California corporation

By [signature]
Frank Newberry, Vice President

STATE OF CALIFORNIA)
) ss
COUNTY OF SAN DIEGO)

On March 31, 1972 before me, the undersigned, a Notary Public in and for said State, personally appeared FRANK NEWBERRY, known to me to be the Vice President 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.

OFFICIAL SEAL
F. WYMAN HACK
NOTARY PUBLIC
San Diego Co., Calif.

Signature [signature]
F. WYMAN HACK
My Commission expires May 27, 1975
Name (Typed or Printed)

(SEAL)

Reviewed

ARTICLES OF INCORPORATION

OF

JAMACHA GREENS HOMEOWNERS ASSOCIATION

ONE: The name of this corporation is JAMACHA GREENS HOMEOWNERS ASSOCIATION ("Association" herein).

TWO: The purposes for which the Association is formed are:

(a) The specific and primary purposes are to provide for maintenance, preservation and architectural control of a condominium project or projects on real property located in the City of El Cajon, County of San Diego, State of California, described as Lots 1 through 6, inclusive, of Jamacha Greens according to Map thereof No. 7121 , filed in the Office of the Recorder of San Diego County, California, on November 19, 1971.

(b) The general purposes and powers are:

(1) To promote the health, safety and welfare of the residents within the above-described property;

(2) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association arising from any covenants or restrictions applicable to the above-described property;

(3) To fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration of Restrictions applicable to such property; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(4) To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(5) To borrow money, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(6) To have and to exercise any and all powers, rights and privileges which a corporation organized under the General Nonprofit Corporation Law of the State of California by law may now or hereafter have or exercise; and

(7) To act in the capacity of principal, agent, joint venturer, or partner, or otherwise.

The foregoing statement of purposes shall be construed as a statement both of purposes and of powers, and purposes and powers in each clause shall be in no wise limited or restricted by reference to or inference from the terms or provisions of any other clause, but shall be broadly construed as independent purposes and powers. Notwithstanding any of the above statements of purposes and powers, the Association shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purposes of the Association.

THREE: The Association is organized pursuant to the General Nonprofit Corporation Law of the State of California.

FOUR: The County in this State where the principal office for the transaction of the business of the Association is located is San Diego County.

FIVE: The authorized number and qualifications of members of the Association, the different classes of membership, if any, the property, voting and other rights and privileges of members, and their liability to dues and assessments and the method of collection thereof, shall be as set forth in the Bylaws.

SIX: The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are: FRANK NEWBERRY, 3435 Camino Del Rio South, Suite 122, San Diego, California; ROBERT KINNINGER, 3435 Camino Del Rio South, Suite 122, San Diego, California; RACHAEL ROBBINS, 3435 Camino Del Rio South, Suite 122, San Diego, California; PETER E. RIDDLE, 935 Bank of America Building, San Diego, California; and TREVOR CRABTREE, 3435 Camino Del Rio South, Suite 122, San Diego, California.

SEVEN: Amendment of these Articles shall require the assent of the members representing at least 75% of the voting interest then entitled to vote as provided in the Bylaws.

EIGHT: The Association is one which does not contemplate pecuniary gain or profit to the members thereof and it is organized solely for nonprofit purposes. Upon the winding up and dissolution of the Association, after paying or adequately providing for the debts and obligations of the Association, the remaining assets shall be distributed to a nonprofit fund, foundation or corporation, which is organized and operated exclusively for charitable, educational, and/or scientific purposes and which has established its tax-exempt status under Section 501 (c) (3) of the Internal Revenue Code. If the Association holds any assets in trust, such assets shall be disposed of in such manner as may be directed by decree of the Superior Court of the county in which the Association's principal office is located, upon petition therefor by the Attorney General or by any person concerned in the liquidation.

IN WITNESS WHEREOF, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation November 23 , 1971.

FRANK NEWBERRY

ROBERT KINNINGER

RACHAEL ROBBINS

PETER E. RIDDLE

TREVOR CRABTREE

2788

STATE OF CALIFORNIA)
) ss
COUNTY OF SAN DIEGO)

On November 23, 1971, before me, the undersigned, a Notary Public in and for said County and State, personally appeared FRANK NEWBERRY, ROBERT KINNINGER, RACHAEL ROBBINS, PETER E. RIDDLE and TREVOR CRABTREE, known to me to be the persons whose names are subscribed to the foregoing Articles of Incorporation, as incorporators, and who are also named therein as directors, and each duly acknowledged to me that he or she executed the same.

WITNESS my hand and official seal.

BETTY J. YURKOVICH
NOTARY PUBLIC
Principal Office, San Diego Co. Calif.
My Commission Expires March 9, 1973

Betty J. Yurkovich
Notary Public in and for said County and State

BYLAWS

OF

JAMACHA GREENS HOMEOWNERS ASSOCIATION

ARTICLE I

PLAN OF CONDOMINIUM OWNERSHIP

Section 1. Name. The name of the corporation is JAMACHA GREENS HOMEOWNERS ASSOCIATION, hereinafter referred to as the "Association". The principal office of the corporation shall be located in San Diego County, California.

Section 2. Apartment Ownership. The project is located on real property situated in the City of El Cajon, County of San Diego, State of California, described as Lots 1 through 6, inclusive, of Jamacha Greens, according to the official plat thereof, filed in the Office of the Recorder of San Diego County, on November 19, 1971, as Map No. 7121.

Section 3. Bylaws Applicability. The provisions of these Bylaws are applicable to the project. (The term "Project" as used herein shall include the land and all structures and improvements thereon.)

Section 4. Personal Application. All present or future owners, tenants, future tenants, or their employees, or any other person that might use the facilities of the project in any manner, are subject to the regulations set forth in these Bylaws and to the Regulatory Agreement, attached as Exhibit "C" to the recorded or to be recorded

Declaration of Restrictions -- (Enabling Declaration Establishing a Plan for Condominium Ownership) applicable to the property or any portion thereof, and as the same may be amended from time to time as therein provided, (the "Declaration" herein).

ARTICLE II

MEMBERS, VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

Section 1. Members and Voting. 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 transfer of title to any such condominium unit shall automatically transfer the membership in this Association appurtenant thereto. Each owner may cumulate his votes for the election of or removal of Directors.

Section 2. Majority of Owners. As used in these Bylaws the term "majority of owners" shall mean those owners holding 51% of the votes then entitled to vote.

Section 3. Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of a "majority of owners" as defined in Section 2 of this Article

 Revised 3-7-72

shall constitute a quorum.

Section 4. Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting, and each proxy shall specify the matters concerning which it is granting authority to vote and what such vote in question shall be.

ARTICLE III

ADMINISTRATION

Section 1. Association Responsibilities. The owners of the condominiums will constitute the Association of owners which will have the responsibility of administering the project, approving the annual budget, establishing and collecting monthly assessments and arranging for the management of the project pursuant to an agreement, containing provisions relating to the duties, obligations, removal and compensation of a management agent. Except as otherwise provided, decisions and resolutions of the Association shall require approval by a majority of owners.

Section 2. Place of Meetings. Meetings of the Association shall be held at the principal office of the project or such other suitable place convenient to the owners as may be designated by the Board of Directors.

Section 3. Annual Meetings. The first annual meeting shall be held after ninety (90) units have been sold or within one year after the sale of the first lot or unit in the project, whichever occurs first. Thereafter, the annual meetings of the Association shall be held on the second Wednesday

 Revised 3-9-72

of September each succeeding year. At such meetings there shall be elected by ballot of the owners a Board of Directors in accordance with the requirements of Section 6 or Article IV of these Bylaws. The owners may also transact such other business of the Association as may properly come before them.

Section 4. Special Meeting. It shall be the duty of the President to call a special meeting of the owners as directed by resolution of the Board of Directors or upon a petition signed by a majority of the owners and having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths of the owners present, either in person or by proxy.

Section 5. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each owner of record, at least seven but not more than fifteen days prior to such meeting. The mailing of a notice in the manner provided in this section shall be considered notice served.

 Revised 3-9-72

Section 6. Adjourned Meetings. If any meeting of owners is unable to conduct business because a quorum is not present, then the owners who are present at such meeting, either in person or by proxy, shall have the power to call another meeting at a time not less than 48 hours from the time the meeting in question was called.

Section 7. Order of Business. The order of business at all meetings of the owners of units shall be as follows: (a) roll call; (b) proof of notice of meeting or waiver of notice; (c) reading of Minutes of preceding meeting; (d) reports of officers; (e) Report of committees; (f) election of inspectors of election; (g) election of directors; (h) unfinished business; and (i) new business.

Section 8. Action Without Meeting. Any action, which under the provisions of the California Corporations Code may be taken at a meeting of the owners, may be taken without a meeting if authorized by a writing signed by all of the owners who would be entitled to vote at a meeting for such purpose, and filed with the Secretary.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. Number and Qualifications. The affairs of the Association shall be governed by a Board of Directors composed of five persons, all of whom must be owners of condominiums in the project, except the first directors.

 Revised 3-7-72

Section 2. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by these Bylaws directed to be exercised and done by the owners.

The Board of Directors shall, among other things, have the power to:

(a) contract and pay premiums for fire, casualty, liability and other insurance, including indemnity and other bonds;

(b) contract and pay for maintenance, gardening, utilities, materials and supplies and services relating to the common property and/or facility, and to employ personnel reasonably necessary for the operation of the project including lawyers and accountants where appropriate;

(c) pay taxes and special assessments which are or would become a lien on the project or common area;

(d) to pay for reconstruction of any portion or portions of the project damaged or destroyed which are to be rebuilt;

(e) delegate its powers.

Section 3. Other Duties. In addition to duties imposed by these Bylaws or by resolutions of the Association, the Board of Directors shall be responsible for the following: (a) care, upkeep and surveillance of the project and the common areas and facilities and the restricted common areas and facilities; (b) collection of monthly and special assessments from the owners; and (c) designation and dismissal of the personnel necessary for the maintenance and operation of the project, the common areas and facilities and the restricted common areas and facilities.

Section 4. Books, Audit. The Board of Directors shall cause to be maintained a full set of books and records showing the financial condition of the affairs of the Association in a manner consistent with generally accepted accounting principles, and at no greater than annual intervals shall obtain an independent certified audit of such books and records. A copy of each such audit shall be delivered to each member within thirty (30) days after the completion of such audit.

Section 5. Management Agent. The Board of Directors may employ for the Association a management agent at a compensation established by the Board to perform such duties and services as the Board shall authorize including, but not limited to, the duties listed in Section 3 of this Article.

Section 6. Election and Term of Office. At the first annual meeting of the Association the term of office of two Directors shall be fixed for three years. The term of office of two Directors shall be fixed at two years, and the term of office of one Director shall be fixed at one year. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of three years. The Directors shall hold office until their successors have been elected and hold their first meeting.

Section 7. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

Section 8. Removal of Directors. At any regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by a majority of the owners and a successor shall be elected to fill the vacancy thus created at a subsequent meeting called for that purpose. Any Director whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting prior to any vote on his removal. In all voting for the removal or election of Directors where more than one Director is involved, the votes may be cumulative.

Section 9. Organization Meeting. The first meeting of a newly elected Board of Directors shall be held within

10 days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 10. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least three days prior to the day named for such meeting.

Section 11. Special Meetings. Special meetings of the Board of Directors may be called by the President on three days notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least three Directors.

Section 12. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 13. Board of Directors' Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may call another meeting. At any such subsequent meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 14. Action Without Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 15. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

 Revised 3-9-72

ARTICLE V

OFFICERS

Section 1. Designation. The principal officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected by and from the Board of Directors. The Directors may appoint an assistant treasurer, and an assistant secretary, and such other officers as in their judgment may be necessary.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or any special meeting of the Board called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 6. Secretary. The Secretary shall keep the Minutes of all meetings of the Board of Directors and the Minutes of all meetings of the Association; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of Secretary.

Section 7. Treasurer. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit, of the Association in such depositaries as may from time to time be designated by the Board of Directors.

ARTICLE VI

OBLIGATIONS OF THE OWNERS

Section 1. Assessments.

(a) All owners are obligated to pay monthly (and any special) assessments imposed by the Association to meet all project communal expenses, which may include a liability insurance policy premium and an insurance premium for a policy to cover repair and reconstruction work in case of hurricane,fire, earthquake, or other hazard. The assessments shall be made pro rata according to the proportionate shares of each condominium owner, as stipulated in Paragraph F of the Declaration. Not later than sixty (60) days prior to the beginning of each fiscal year, the Association shall prepare a budget for the next fiscal year and determine the total charges to be assessed against each condominium. Each owner thereof shall thereafter pay to the Association his assessment in twelve (12) equal monthly installments, each installment to be paid on or before the 10th day of each month. In the event the Association shall determine what the estimate of total charges for the current year is, or will become, inadequate to meet all expenses of the project for any reason, including nonpayment of

 Revised 3-9-72

any owner's assessment on a current basis, it shall immediately determine the approximate amount of such inadequacy and issue a supplemental or special estimate of the total charges to be assessed against each condominium. The Association may, at its discretion, prorate any such supplemental or special assessment between the remaining months of the current year, or immediately levy a special assessment against each condominium. Each monthly installment shall become delinquent if not paid on or before the 25th day of each month. Each special assessment shall become delinquent if not paid within 10 days after the levy thereof. There shall accrue with each such delinquent monthly installment, and with each such delinquent special assessment, a late charge of $5 together with interest at 6% per annum on such delinquent sums, calculated from the date of delinquency to and including the date full payment is received by the Association.

(b) The annual budget and the monthly assessments determined therefrom shall be approved at least 60 days prior to the beginning of each fiscal year at a special meeting of the owners called for such purpose. A special meeting of the owners shall also be called for the purpose of considering any supplemental or special assessments. Special meetings for the purpose of approving the annual budget or any special assessment shall be called by the President and notice thereof given pursuant to the provisions therefor as are set forth in Sections 4 and 5 of Article III of these

Bylaws. Approval of the annual budget or any special assessment shall require the approval of a "majority of the owners", as defined in Section 2 of Article II of these Bylaws, either in person or by proxy.

(c) The Board of Directors or the Management Agent of the Association, on behalf of the Association, may cause to be recorded in the office of the County Recorder of the county in which the project is situated, a notice of any delinquent sums due the Association from any condominium owner; which notice shall state the amount of such delinquent sums and other authorized charges and interest (including the cost of recording such notice), a sufficient description of the condominium against which the same has been assessed, and the name of the record owner or owners thereof. Upon payment to the Association of such delinquent sums and charges in connection therewith, or other satisfaction thereof, the Board of Directors or Management Agent shall cause to be recorded a further notice stating the satisfaction and release of such delinquent sums and charges. Such notices shall be signed on behalf of the Association by any member of the Board of Directors or by the Management Agent. The Association may demand and receive the cost of recordation of such release before recording same. Any purchaser or encumbrancer, acting in good faith and for value, may rely

 Revised 3-9-72

upon such notice of satisfaction and release as conclusive proof of the full satisfaction of the sums stated in the notice of delinquent sums.

(d) All such delinquencies shall be enforced, collected and/or foreclosed in the manner provided in the Declaration.

Section 2. Maintenance and Repair.

(a) Every owner must perform promptly all maintenance and repair work within his own unit, which if omitted would affect the project in its entirety or in a part belonging to other owners, being expressly responsible for the damages and liabilities that his failure to do so may engender.

(b) All the repairs of internal installations of the unit such as water, light, gas, power, sewage, telephones, air conditions, sanitary installations, doors, windows, lamps and all other accessories belonging to the unit area shall be at the owner's expense.

(c) An owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common area and facility damaged through his fault.

Section 3. Use of Family Units--Internal Changes.

(a) All units shall be utilized for residential purposes only.

(b) An owner shall not make structural modifications or alterations in his unit or installations located therein without previously notifying the Association in writing, through the Management Agent, if any, or through the President of the Board of Directors, if no Management Agent is employed. The Association shall have the obligation to answer within 30 days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration.

Section 4. Right of Entry.

(a) An owner shall grant the right of entry to the Management Agent or to any other person authorized by the Board of Directors or the Association in case of any emergency originating in or threatening his unit, whether the owner is present at the time or not.

(b) An owner shall permit other owners, or their representatives, when so required, to enter his unit for the purpose of performing installations, alterations, or repairs to the mechanical or electrical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the owner. In case of an emergency, such right of entry shall be immediate.

Section 5. Rules of Conduct.

(a) No resident of the project shall post any advertisements or posters of any kind in or on the project, except as authorized by the Association or except a sign of customary and reasonable dimensions advertising the unit for sale.

(b) No unit shall be used in such manner as to obstruct or interfere with the enjoyment by residents of other units or annoy them by unreasonable noises or otherwise, nor shall any nuisance or immoral or illegal activity be committed or permitted to occur. No noxious or offensive activity shall be carried on.

(c) No exterior clothesline shall be erected or maintained and there shall be no drying or laundering of clothes on the balconies, patios, porches or other areas. Dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

(d) No owner, resident or lessee shall install wiring for electrical or telephone installation, television antennae, machines or air conditioning units, etc., on the exterior of the buildings of the project or that protrude through the walls or the roof of the buildings except as authorized by the Association.

(e) In order to insure adequate aesthetic controls and to maintain the general attractive appearance of the project (1) no owner, resident or lessee shall, at his expense or otherwise, construct fences, walls or make any alterations, additions or modifications to or on any part or portion of the Common Areas, or place or maintain any objects on or about the exterior of any building within the project except as authorized by the Association, and (2) no owner, resident, lessee, invitee or other person, with or without the purported consent or cooperation of any owner, resident or lessee, shall park, store or maintain in or on the project any boats, trailers, campers, or other vehicles not customarily used as a means for general transportation. Provided, however, that the temporary parking of the aforesaid boats, trailers, campers or other vehicles not customarily used for mean of general transportation for periods of short duration, but not to exceed four hours within any 48 consecutive hour period as an incident to loading or unloading therefrom shall not be deemed a violation hereof. Provided further that the Board of Directors of the Association may adopt such additional rules and regulations respecting this provision as from time to time seems in the best interest of the owners.

ARTICLE VII

AMENDMENTS TO PLAN OF APARTMENT OWNERSHIP

These Bylaws and the Declaration may be amended by the Association in a duly constituted meeting for such purpose and no amendment shall take effect unless approved by owners representing at least 75% of the total voting interest of all condominiums in the project as shown in the Declaration. Provided, however, that the adoption of any such amendment which would materially change the rights, preferences or privileges of any person, or restrictions upon any condominium affected thereby shall meet the requirements of California Business and Professions Code, Section 11018.7.

ARTICLE VIII

MORTGAGEES

Section 1. Notice to Association. An owner who mortgages his condominium shall notify the Association through the Management Agent, if any, or the President of the Board of Directors in the event there is no Management Agent, the name and address of his mortgagee, and the Association shall maintain such information in a book entitled "Mortgagees of Condominiums". Any such owner shall likewise notify the Association as to the release or discharge of any such mortgage.

Section 2. Notice of Unpaid Assessments. The Association shall at the request of a mortgagee of a unit report any unpaid assessments due from the owner of such unit.

ARTICLE IX

The following terms, as used in these Bylaws, shall have the same meaning as are applied to such terms in the Declaration: "Project", "Condominium", "Common Areas","Unit", "Mortgage", and "Mortgagee".

ARTICLE X

In case any of these Bylaws conflict with any provisions of the laws of the State of California, such conflicting Bylaws shall be null and void upon final court determination to such effect, but all other Bylaws shall remain in full force and effect.

CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify that:

1. I am the duly elected and acting Secretary of JAMACHA GREENS HOMEOWNERS ASSOCIATION, a California nonprofit corporation; and

2. The foregoing Bylaws comprising 20 pages, including this page, constitute the Bylaws of the corporation duly adopted at the meeting of the Board of Directors thereof duly held on , 1971.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the sale of the corporation this day of , 1971.

Secretary

2810

CERTIFICATE OF CONSENT

The undersigned, McKEON CONSTRUCTION, being the record owner of the real property hereinafter described and shown upon the condominium plan attached hereto as Exhibit "A", does hereby consent to the recordation of said plan pursuant to California Civil Code Section 1351, with the intent to cause the property shown and described thereon to be divided into condominiums as defined in California Civil Code Section 783 in order that the provisions of Title 6, Part 4, Division Second of the California Civil Code shall be applicable to said property.

The undersigned further certifies that there is no record holder of a security interest therein.

The aforementioned real property is described as follows:

> Lots 1 through 6, inclusive, of Jamacha Greens in the City of El Cajon, County of San Diego, State of California, according to the official plat thereof filed in the Office of the Recorder of San Diego County, California, on November 19, 1971 as Map No. 7121.

DATED: March 31, 1972.

McKEON CONSTRUCTION

By ______________________
Frank Newberry, Vice President

Revised 3-31-72

2811

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

On March 31, 1972, before me, the undersigned, a Notary Public in and for said State, personally appeared FRANK NEWBERRY, known to me to be the Vice President 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.

OFFICIAL SEAL
F. WYMAN HACK
NOTARY PUBLIC
San Diego Co., Calif.

F. Wyman Hack

F. WYMAN HACK
My Commission expires May 27, 1975

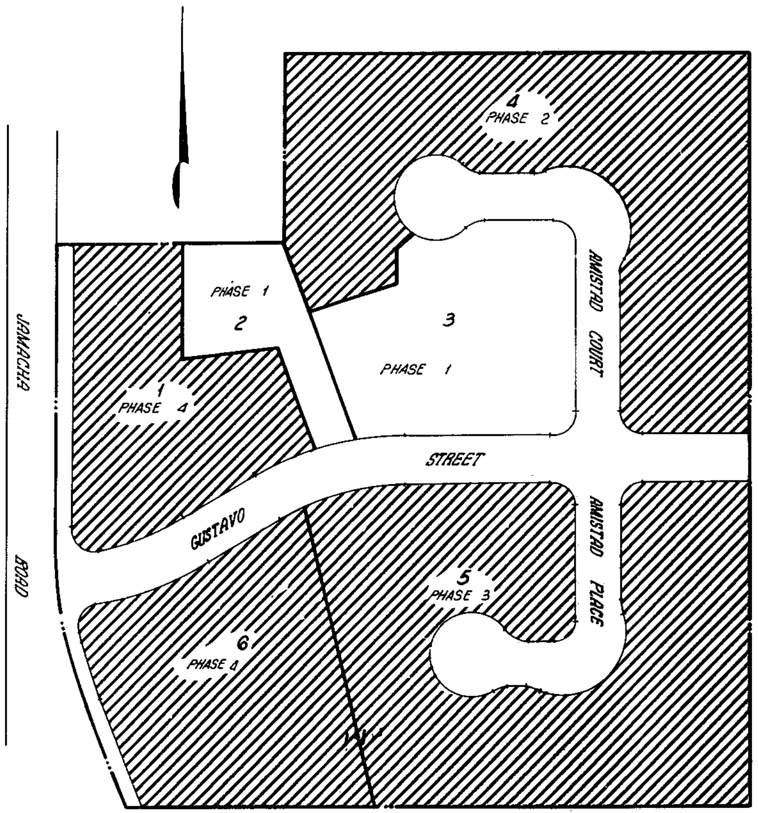
Name (Typed or Printed)

CONDOMINIUM PLAN

SHEET 1 OF 3 SHEETS

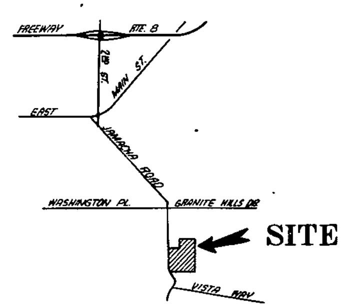
JAMACHA GREENS

EXHIBIT A ~ PHASE 1



INDEX MAP

SCALE: 1"=



VICINITY MAP

NOT TO SCALE

BASIS OF ELEVATIONS

THE BASIS OF ELEVATION HEREON IS THE CITY OF EL CAJON BRASS DISC NO. 221, AT TOP OF CURB OVER BOX CULVERT, EAST SIDE JAMACHA ROAD AND 125 FEET± SOUTHERLY OF WASHINGTON AVENUE.

ELEVATION: 505.472 EL CAJON CITY DATUM

BASIS OF BEARINGS

THE BASIS OF BEARINGS HEREON IS A PORTION OF THE WESTERLY LINE OF LOT 2, PORTION OF BLOCKS 25 AND 26 OF "S" TRACT, MAP 830, COMMONLY KNOWN AS GORDON'S SUBDIVISION, AS SHOWN ON RECORD OF SURVEY 4043.

I.E. N.00°33'50" E.

OWNER'S CERTIFICATE

WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE LAND WITHIN JAMACHA GREENS, MAP NO. 7121, IN THE CITY OF EL CAJON, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AND WE HEREBY CONSENT TO THE PREPARATION OF THIS CONDOMINIUM PLAN AS SHOWN HEREON AND WE HEREBY DEDICATE FOR USE OF ALL OUR SUCCESSORS IN INTEREST OR ASSIGNS IN SAID SUBDIVISION.

BY: Frank Newberry

FRANK NEWBERRY, VICE-PRESIDENT
MC KEON CONSTRUCTION

FEB 21, 1972
DATE

ENGINEER'S CERTIFICATE

I HEREBY CERTIFY THAT I AM A REGISTERED CIVIL ENGINEER OF THE STATE OF CALIFORNIA, AND THAT THIS PLAN CONSISTING OF 3 SHEETS CORRECTLY SHOWS THE BOUNDARIES OF THE LAND, AND THE RELATION THERETO OF THE UNITS SHOWN HEREON

William B. Rick

WILLIAM B. RICK, R.C.E. 9416

FEB 21, 1972
DATE

2812

Rick ENGINEERING COMPANY San Diego, Calif.

T.M. NO.
W.O. NO.
L.C.:

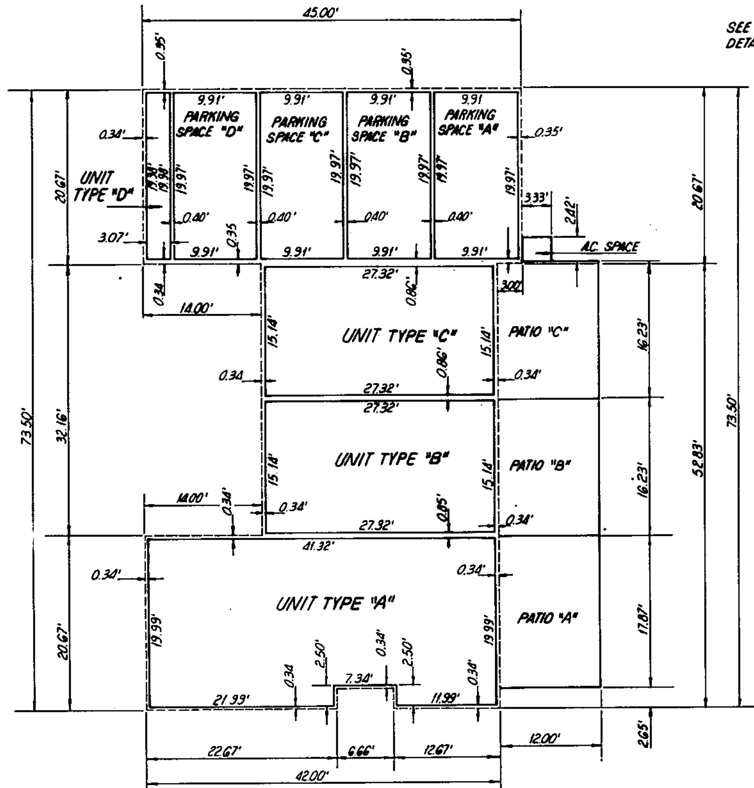
JOB NO. 7517

CONDOMINIUM PLAN

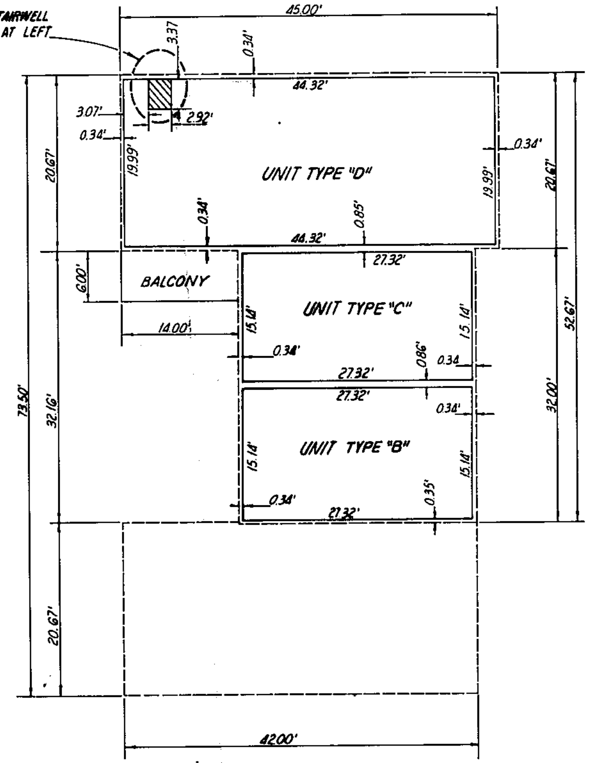
SHEET 2 OF 3 SHEETS

2813

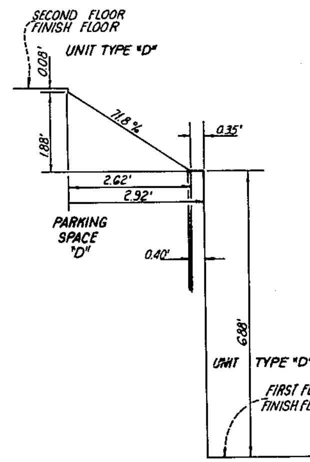
JAMACHA GREENS CONDOMINIUM



FIRST FLOOR



SECOND FLOOR



DETAIL ~ STAIRWELL UNIT TYPE "D"

NOTES

1. COMMON AREA "B" SHALL CONSIST OF LOT 2 AS SHOWN HEREON, AND FURTHER DEFINED IN THE DECLARATION OF RESTRICTIONS TO WHICH THIS CONDOMINIUM PLAN IS ATTACHED.

2. COMMON AREA "A" SHALL INCLUDE WITHOUT LIMITATION, *LOT 3, EACH MULTI-*FAMILY STRUCTURE (EXCEPT FOR THE UNITS DEFINED BELOW IN NOTE NO. 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, COMMON STAIRWAYS, RESERVOIRS, TANKS, RAMPS, AND OTHER CENTRAL SERVICES, PIPES, DUCTS, CHUTES, CONDUITS, WIRES AND OTHER UTILITY INSTALLATIONS OF THE MULTI-FAMILY STRUCTURES, WHEREVER LOCATED, EXCEPT THE OUTLETS HEREOF WHEN LOCATED WITHIN THE UNITS. PARKING SPACES. LAWNS, PAVEMENTS, TREES, AND ALL OTHER LANDSCAPING ON THE LOTS ON WHICH THE MULTI-FAMILY STRUCTURES ARE LOCATED.

   PORTIONS OF COMMON AREA "A" ARE HEREBY SET ASIDE AND ALLOCATED FOR THE RESTRICTED USE OF THE RESPECTIVE UNITS AS SHOWN HEREON AND SUCH AREAS SHALL BE KNOWN AS "RESTRICTED COMMON AREAS" AND SUCH RESTRICTED COMMON AREAS SHALL BE EASEMENTS APPURTENANT TO THE RESPECTIVE UNITS FOR THE EXCLUSIVE USES AND PURPOSES FOR WHICH THE SAME ARE DESIGNATED HEREON.

3. EACH OF THE FOUR UNITS IN EACH MULTIFAMILY STRUCTURE, EACH SEPARATELY SHOWN, NUMBERED AND DESIGNATED HEREON 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 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 AIR SPACE SO ENCOMPASSED BUT THE FOLLOWING ARE NOT PART OF THE UNIT: BEARING WALLS, COLUMNS, FLOORS, ROOFS, 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 UNITS.

4. THE OWNERS OF THE UNITS OF AIR SPACE WILL HOLD AN UNDIVIDED 1/28 INTEREST IN THE *COMMON AREA "A"* WHICH IN TURN PROVIDES THE NECESSARY ACCESS AND UTILITY EASEMENTS FOR THE UNITS, PLUS AN UNDIVIDED 1/192 INTEREST IN LOT 2.

5. RESTRICTED COMMON AREA AS TO EACH CONDOMINIUM

UNIT TYPE	RESTRICTED COMMON AREAS
UNIT TYPE "A"	THAT AREA DESIGNATED AS "PARKING SPACE "A" AND THAT AREA DESIGNATED AS "PATIO "A"
UNIT TYPE "B"	THAT AREA DESIGNATED AS "PARKING SPACE "B" AND THAT AREA DESIGNATED AS "PATIO "B"
UNIT TYPE "C"	THAT AREA DESIGNATED AS "PARKING SPACE "C" AND THAT AREA DESIGNATED AS "PATIO "C"
UNIT TYPE "D"	THAT AREA DESIGNATED AS "PARKING SPACE "D" THAT AREA DESIGNATED AS "BALCONY", AND THAT SPACE OCCUPIED BY AIR CONDITIONER CONDENSER AND DESIGNATED AS "A.C. SPACE".

6. FLOOR PLAN

   FLOOR PLAN SHOWN HEREON REPRESENTS A TYPICAL BUILDING TO BE ERECTED ON LAND LOT 3.

   THIS FLOOR PLAN OCCURS WHEN THE ENTRANCE TO UNITS *TYPE "B" "C" & "D"* IS ON THE VIEWER'S LEFT WHEN THE VIEWER FACES THE FRONT OF THE BUILDING.

   A "R" FLOOR PLAN IS THE REVERSE OF THIS PLAN, AND OCCURS WHEN THE ENTRANCE TO UNITS *TYPE "B" "C" & "D"* IS ON THE VIEWER'S RIGHT WHEN THE VIEWER FACES THE FRONT OF THE BUILDING.

   SURVEYED AND SUBDIVIDED FOR:

   MC KEON CONSTRUCTION
   3435 CAMINO DEL RIO SOUTH, SUITE 122
   SAN DIEGO, CALIFORNIA 92120

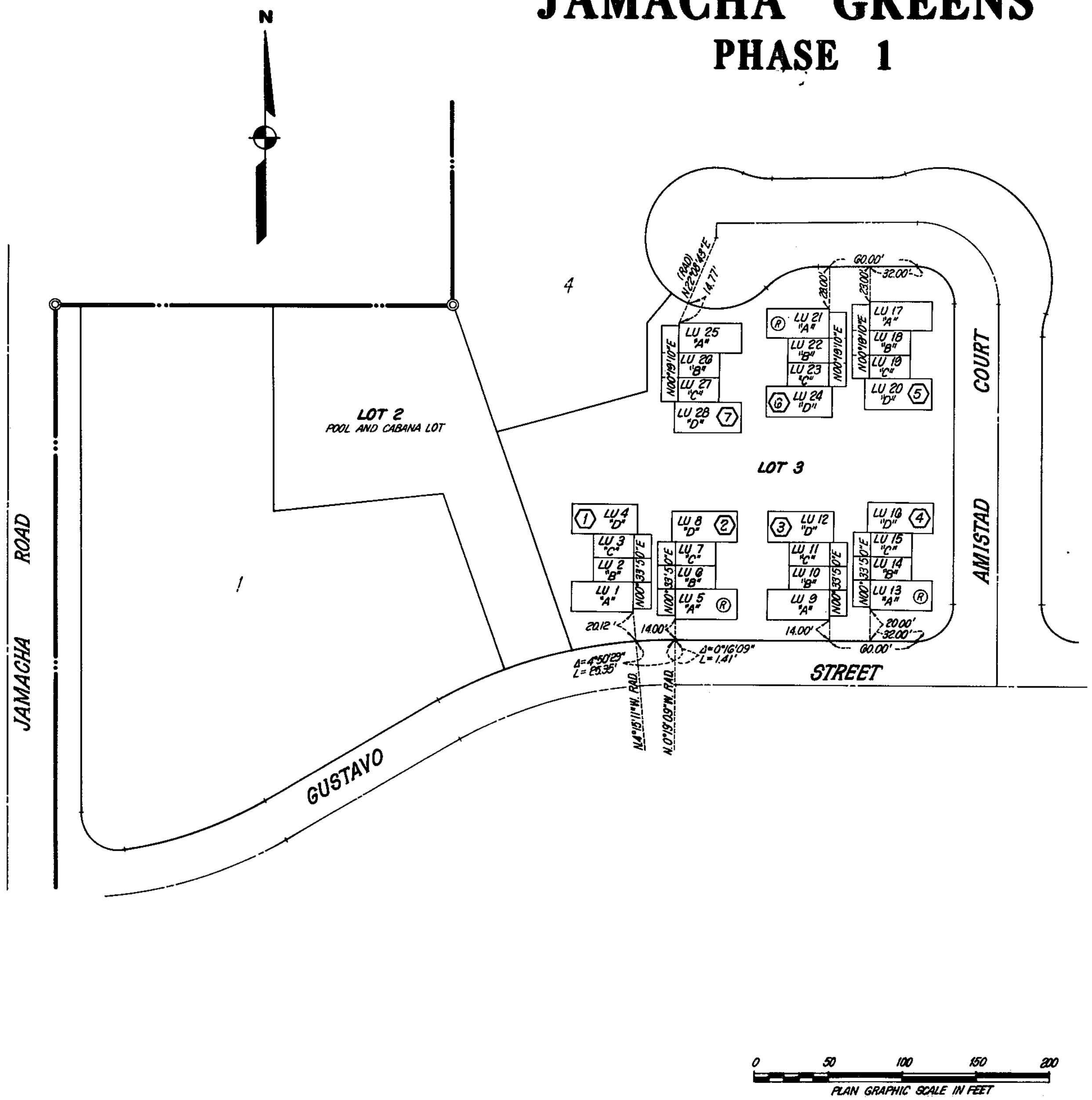
Rick ENGINEERING COMPANY San Diego, Calif.

T.M. NO. ____
W.O. NO. ____
L.C.: ____

JOB NO. 7517-X

CONDOMINIUM PLAN
SHEET 3 OF 3 SHEETS

JAMACHA GREENS
PHASE 1



NOTE:
ALL DISTANCES FROM LOT LINES TO BUILDINGS (EXTERIOR OF STUD LINE) ARE AT RIGHT ANGLES TO LOT LINES UNLESS OTHERWISE INDICATED.

NOTE:
TOP OF UNFINISHED FLOOR FOR EACH UNIT TYPE "D" SECOND STORY OF EACH UNIT TYPE "B" AND EACH UNIT TYPE "C" TO BE 8'-10 7/8" ABOVE HOUSE SLAB ELEVATION FOR EACH STRUCTURE.

HEIGHT OF UNFINISHED CEILING FOR EACH UNIT TYPE "A" AND THE FIRST STORY OF EACH UNIT TYPE "B" AND EACH UNIT TYPE "C" TO BE 8'-1" ABOVE HOUSE SLAB ELEVATION FOR EACH STRUCTURE.

HEIGHT OF UNFINISHED CEILING FOR EACH UNIT TYPE "D" AND THE SECOND STORY OF EACH UNIT TYPE "B" AND EACH UNIT TYPE "C" TO BE 8'-1" ABOVE UNFINISHED SECOND STORY FLOOR ELEVATION FOR EACH STRUCTURE.

LEGEND

- (1) INDICATES BUILDING NUMBER
- LU 1 INDICATES LIVING UNIT NUMBER
- "A" INDICATES UNIT TYPE "A"
- RAD. INDICATES RADIAL
- (R) INDICATES REVERSE OF FLOOR PLAN

2814

LOT 3				
BUILDING NUMBER	UNIT TYPE "A" HOUSE SLAB ELEVATION	UNIT TYPE "D" UNFINISHED FLOOR ELEVATION	UNITS TYPE "B"&"C" UNFINISHED FIRST FLOOR ELEVATION	UNITS TYPE "B"&"C" UNFINISHED SECOND FLOOR ELEVATION
1	518.6	527.5	518.6	527.5
2	519.0	527.9	519.0	527.9
3	519.4	528.3	519.4	528.3
4	519.5	528.4	519.5	528.4
5	519.3	528.2	519.3	528.2
6	518.9	527.8	518.9	527.8
7	518.6	527.5	518.G	527.5

Rick
ENGINEERING COMPANY
San Diego, Calif.

T.M. NO.
W.O. NO.
L.C.:

JOB NO. 7517-X