

DECLARATION OF CONDITIONS AND RESTRICTIONS

This Declaration of Conditions and Restrictions made this 21st day of July, 1958, by THE UNITED STATES NATIONAL BANK OF SAN DIEGO, a national banking association,

WHEREAS, said UNITED STATES NATIONAL BANK OF SAN DIEGO is the owner of all that real property situated in the City of San Diego, County of San Diego, State of California, more particularly described as follows:

All of CHATEAU VILLE, according to the Map thereof No. 3926, filed in the office of the County Recorder of San Diego County, July 10, 1958.

OWNER

WHEREAS, said UNITED STATES NATIONAL BANK OF SAN DIEGO, a national banking association, hereinafter referred to as "Owner", before selling and conveying any of the above described property desires to subject said property to certain conditions and restrictions for the protection and benefit of the prospective owners thereof.

NOW, THEREFORE, this Declaration of Conditions and Restrictions, WITNESSETH:

GENERAL PLAN FOR PROTECTION AND BENEFIT OF ALL LOTS

That the Owner hereby certifies and declares that it has established and does hereby establish the following general plan for the protection and benefit of all said real property and has fixed and does hereby fix the following protective conditions and restrictions upon and subject to which each and all of the lots to be subdivided from the above described property shall be held, leased or sold, and/or conveyed by it as the Owner; and that such conditions and restrictions shall inure to and pass with each and every said lot, and shall apply to and bind the respective successors in interest of the present Owner thereof.

SAID CONDITIONS AND RESTRICTIONS ARE AS FOLLOWS, TO-WIT:

SINGLE FAMILY RESIDENCES

1. That said lots shall be used for residential purposes only; and that no building shall be erected, constructed, altered or maintained on any of said lots other than a dwelling for a single family (including guests and household servants), with customary and suitable out-buildings.

ARCHITECTURAL COMMITTEE

2. There shall be an Architectural Jury consisting of three (3) persons to be appointed by Owner. Each of said persons so appointed shall be subject to removal at the direction of Owner at any time and from time to time, and all vacancies on said Jury shall be filled by appointment of Owner. In the event of the failure of Owner to appoint such Jury or to fill any vacancies therein, then in such event, the owners of a majority in number of the lots in said Real Property shall have the right by written document to appoint the members of said Jury or to fill any vacancies therein.

2 NEW BUILDINGS ONLY

BOOK 7178 PAGE HEIGHT LIMIT OF OUT-BUILDINGS

HEIGHT LIMIT OF DWELLINGS

GARBAGE DISPOSAL UNITS REQUIRED

SETBACKS

MINIMUM FLOOR AREA OF DWELLINGS

ROOFS

VENTS AND STACKS

SERVICE YARD

3. That no building of any kind shall be moved from any other place onto any of said lots, or from one lot onto another lot, without the prior written permission of the Architectural Jury as described in Paragraph 2.

4. That no out-building shall be more than one story in height, without the prior written permission of the Architectural Jury.

5. That no dwelling, without the written approval of the Architectural Jury, shall be more than one story in height.

6. That no dwelling shall be constructed without the inclusion of a garbage disposal unit, fireplace and forced air heating system, unless the Architectural Jury approves in writing.

7. That no building shall be erected or maintained on any lot nearer than 10 feet from any common line. When the physical characteristics or shape of any lot is such as, in the opinion of the Architectural Jury, to require modification of these side line requirements then the Jury shall have the right to modify said side line requirements in conformance with the setback requirements of the City of San Diego.

8. That the floor square-foot area, exclusive of porches, patios, and garage, of any dwelling shall not be less than 2,000 square feet on the ground floor, without the prior written permission of the Architectural Jury.

9. That roofs shall have a minimum pitch of 4 feet in 12 feet with a ridge at or near the center of the building, except that the Architectural Jury may approve higher or lower pitches provided it does not interfere with the view of adjoining property and that the Architectural Jury may approve flat roofs or roofs of one or more flat planes. Type and color of all roofs shall be approved by the Architectural Jury.

10. Plumbing vents and stacks, and ventilation pipes of Terra Cotta, copper or galvanized iron will not be allowed to protrude through roofs of tile, shingles, slate or any other roofing materials unless such stacks, vents, etc, are covered with some approved form of chimney, commonly called "dummy chimneys", to hide such pipes and vents or unless otherwise approved by the Architectural Jury.

11. That each lot shall be so improved so as to provide for a service yard of not less than 200 square feet in area. Provisions shall be made solely within said 200 square foot area for rubbish disposal, incinerator, clothes lines and other facilities customarily used in the maintenance of residential property. Said service yard shall be enclosed with a dense hedge, fence, wall, or other structure, so as not to be seen from any street and as approved by the Architectural Jury.

PLANS AND
SPECIFICATIONS

12. No buildings shall be erected on any of said lots until the complete plans and specifications for such building and the location thereof which shall include at least 4 elevations, color samples of the exterior and a perspective drawing of the buildings, if deemed necessary by the Jury, together with a landscape plan, and a grading plan, have been approved by a Jury appointed by said Owner, or, where such Owner refuses to appoint such Jury by a Jury elected by the Owner of a majority of the improved lots and plots; provided, however, that in the event said Jury fails to approve or disapprove such design and location, landscaping plan and grading plan, if such grading plan is requested, within sixty (60) days after the submission of said plans to them, or there is no such Jury appointed or elected, then such approval will not be required provided that any dwelling and out-building to be erected, and the grading and landscaping conform to and are in harmony with similar structures in said tract; provided, further, that said plans and specifications shall be drawn by and the supervision of construction thereunder, after Jury approval, shall be made by a licensed architect; provided, further, that such Jury may approve the services of a competent designer in lieu of the services of a licensed architect, if such designer's request for consideration be submitted in writing, together with samples of his work, to such Jury prior to the drafting of plans and specifications; provided, further, that no structure or building of more than one story in height shall be erected without the prior approval of said Jury. The owner of a lot shall submit a grading plan for the lot and no grading shall be done on such lot until a grading plan thereof has been approved in writing by the Architectural Jury. Furthermore, the Architectural Jury, as a condition of its approval of plans and specifications, shall require that two copies of such plans and specifications, including the location of all structures, as finally approved by the Architectural Jury, be deposited with it as a permanent record.

NO SECOND-HAND
MATERIALS,
PAINTING RE-
QUIRED

13. That no second-hand material shall be used in the construction of any building or other structure without the prior written approval of the Architectural Jury; and all buildings and fences which are of frame construction shall be painted or stained with at least two coats upon completion, the colors of which have been approved by the Architectural Jury.

DILIGENCE IN
CONSTRUCTION
REQUIRED

14. That the work of constructing and erecting any building or other structure shall be prosecuted diligently from the commencement thereof and the same shall be completed within a reasonable time in accordance with the requirements herein contained. No out-building shall be completed prior to the completion of the dwelling, except that temporary quarters may be erected for workmen engaged in building a dwelling on the premises but such temporary quarters must be removed as soon as the dwelling is completed.

4 EXTERIOR ALTERATIONS

BOOK 7178 F&E
FENCES AND HEDGES: RADIO POLES AND FLAG POLES

SHRUBS, LAWN AND TREES

NO TENTS, SHACKS, ETC.

NO SIGNS

NO WELLS

15. That no alteration shall be made in the exterior design or color of any structure unless such alteration, including any addition, shall have first been approved in writing by the Architectural Jury.

16. That no fence, rail, or hedge over 42 inches in height shall be placed in front of the setback line on a lot, as shown on the recorded map of said property, and no fence, wall (except a retaining wall), rail or hedge shall be over 72 inches in height elsewhere on the lot; and no radio post, radio pole, television antenna, or flag pole shall be erected, constructed, or placed upon any of said lots or on any building upon any lot, except with the prior written consent of the Architectural Jury. Any hedges, fence, wall, railing or other structure shall be placed at least two feet back of the front property line to permit proper landscaping between the property line and said hedge, fence, wall or other structure, as approved by the Architectural Jury.

17. That not later than six (6) months after the completion of a dwelling, the owner thereof shall expend for ornamental plants, trees, shrubs, flowers or lawn, a sum not less than 2 percent of the cost of such dwelling. No pepper tree, or eucalyptus tree of a large or tall variety, shall be planted on any lot. All trees except "Cocos Plumosa" palm trees shall be trimmed by the owner of the lot upon which they are located so that none of them shall exceed the height of the dwelling of said lot; provided, however, that where any tree does not obstruct the view from other lots in said property, the trimming thereof shall not be required. If the owner fails, refuses, or neglects to trim any tree which exceeds the height of such dwelling and is obstructing the view of other property owners, the Architectural Jury may cause said tree or trees to be trimmed and the cost thereof shall be paid by the owner of the lot upon which such tree or trees are located.

18. That no tent, shack, trailer, basement, garage or outbuilding shall at any time be used on any lot as a residence either temporarily or permanently; nor shall any residence of a temporary character be constructed, placed or erected on any lot.

19. That no sign of any kind or for any use or purpose whatsoever shall be erected, posted, pasted, painted, or displayed upon any of said lots or upon any building or other structure thereon, without the prior written permission of the Architectural Jury.

20. That no well for the production of, or from which there is produced water, oil or gas, shall be operated upon any lot; nor shall any machinery, appliance, or structure be placed, operated, or maintained thereon for use in connection with any trading, manufacturing or repairing business.

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NO FARM ANIMALS, ETC.

21. That no turkeys, geese, chickens, ducks, pigeons, or fowls of any kind, or goats, rabbits, hares, horses or animals usually termed "farm animals" shall be kept or allowed to be kept on any of said lots.

NO RAISING OF CATS AND DOGS, ETC.

22. That no dog-raising or cat-raising, or any kind of commercial business, shall be conducted on any of said lots; and no part of any lot shall be used for the purpose of vending liquors or beverages of any kind; and nothing shall be done upon any lot which may become an annoyance or nuisance to the neighborhood.

WEEDS AND RUBBISH

Purchaser will clear weeds, rubbish, or debris from his lot and maintain said lot free and clear of any such weeds, rubbish, or other debris to reduce all possible fire hazards, and so as not to damage the value of the adjoining lot or lots.

EXTENSION OF CONDITIONS AND RESTRICTIONS

23. EACH AND ALL OF THE FOREGOING CONDITIONS AND RESTRICTIONS SHALL TERMINATE ON JANUARY FIRST, NINETEEN HUNDRED EIGHTY-FIVE, unless the owners of a majority of said lots have executed and recorded at any time within six months prior to January 1, 1985 in the manner required for conveyance of real property, a writing in which they agree that said Conditions and Restrictions shall continue for a further specified period, and providing therein a similar provision for the further extension of said conditions and restrictions; and said majority may in said agreement provide that said Conditions and Restrictions or some of them, shall no longer apply to certain lots; provided, also that the above and foregoing conditions and restrictions may be modified after said termination date, at the times and in the manner hereinabove provided for the extensions of said Conditions and Restrictions; all of which extensions and modifications shall become effective on the expiration date of the Conditions and Restrictions in force at the time of such extension or modification.

NOTICE OF CLAIM OF BREACH

24. The owner, or any Architectural Jury appointed by the Owner, or any Architectural Jury appointed by the owner of a majority of said lots, may at any time that he or the Architectural Jury deems a breach of these Conditions and Restrictions has occurred, execute, acknowledge and record in the Recorder's Office of San Diego County, a Notice of Claim of Breach setting forth the facts of such breach, describing the lot or lots upon which such breach has occurred and setting forth the name of the owner or owners thereof. Such notice, upon being recorded, shall be notice to all persons of such breach, provided an action has been commenced within sixty (60) days after the recording of such notice to establish such breach, and if no such action has been commenced within such sixty day period, then and in that event such notice shall be of no force and effect whatsoever and the breach set forth in said notice shall be presumed to have been remedied.

PROTECTION FOR MORTGAGEES AND TITLE INSURANCE COMPANIES

25. That the owner of any encumbrance made for value on any said lot or lots and any corporation insuring the lien of any such encumbrance may conclusively presume that no breach exists under these conditions.

and restrictions, provided such encumbrance is recorded in the office of the County Recorder of San Diego County prior to the commencement of any action to establish any such breach and more than sixty days after the recording of any Notice of Claim of Breach, anything contained herein to the contrary notwithstanding.

INVALIDITY OF ANY PROVISION

26. That in the event any condition or restriction herein contained be invalid or held invalid or void by any court of competent jurisdiction, such invalidity or nullity shall in no way affect any other condition or restriction herein contained.

NO WAIVER

27. That no waiver of a breach of any of the foregoing conditions or restrictions shall be construed as a waiver of any succeeding breach of the same, or any other condition or restriction.

MORTGAGE LIENS

28. A breach of the foregoing conditions and restrictions shall not affect, or render invalid the lien of any mortgage or Deed of Trust made for value which may then be a lien, or become a lien, upon said property; but such Conditions and Restrictions shall be binding upon and effective against any owner, and heirs, devisees, executors, administrators, successors and assigns of any owner, whose title is acquired under or through any such mortgage or Deed of Trust by foreclosure, trustee's sales, or otherwise.

LEGAL REMEDY

29. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein it shall be lawful for any other person owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.

NO REVERSIONARY RIGHTS

30. The covenants and restrictions hereby adopted and established do not and shall not be construed (nor shall a breach or violation thereof be so construed) as to create, vest or reserve to the above named owner or his assigns, any reversionary rights, title or interest in or to the above described land or any part thereof.

IN WITNESS WHEREOF, said Owner, has signed this instrument the day and year first hereinabove written.

THE UNITED STATES NATIONAL BANK OF SAN DIEGO

BY: _____

By: _____

State of CALIFORNIA
County of SAN DIEGO

On July 21 1958
before me, the undersigned, a Notary Public in and for said
County and State, personally appeared
E. M. Randall

known to me to be the Vice President, and
W. L. Young

known to me to be the Trust Officer ~~Secretary~~ of
the corporation that executed the within instrument, and
known to me to be the persons who executed the within
instrument on behalf of the corporation therein named, and
acknowledged to me that such corporation executed the within
instrument pursuant to its By-Laws or a Resolution of its
Board of Directors.

WITNESS my hand and official seal
My Commission Expires 30. 1961

(Seal) *[Signature]*
Notary Public in and for said County and State.

FORM 220 6-54 CORPORATION ACKNOWLEDGMENT
UNION TITLE INSURANCE AND TRUST COMPANY

118079
DOCUMENT NO. _____
RECORDED AT REQUEST OF _____

JUL 22 1958

at _____ Minutes Past _____

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OFFICIAL RECORDS
San Diego County, California
ROGER N. HOWE, County Recorder