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81-169982

FILE/PAGE NO. _____
BOOK 1981
RECORDED REQUEST OF
SAFECO TITLE INSURANCE COMPANY
JUN 13 23 PM '81
OFFICIAL RECORDS
SAN DIEGO COUNTY, CA.
VERA L. LYLE
RECORDER

\$29⁰⁰/₅
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Recording Requested By:)

When Recorded Mail To:)

Space Above for Recorder's Use

AMENDMENT NO. 1 TO
DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
LOMAS VERDES ESTATES

This Amendment No. 1 to Declaration of Covenants, Conditions and Restrictions of Lomas Verdes Estates (the "Amendment") is made as of the 14 day of May, 1981, with reference to the following facts:

A. On July 2, 1980, LOMAS VERDES DEVELOPMENT COMPANY, a California partnership, executed that certain Declaration of Covenants, Conditions and Restrictions for LOMAS VERDES ESTATES, a Residential Development, San Diego, California (the "Declaration"), which declaration was recorded in the Office of the San Diego County Recorder on July 21, 1980, in Book 1980 at File/Page No. 80-227970 of the Official Records thereof.

B. The Declaration imposes certain limitations, covenants, conditions, restrictions, reservations, liens and charges, all as more fully set forth in the Declaration, upon that certain real property located in the County of San Diego, State of California, described as follows:

Lots 1 to 35, inclusive, of County of San Diego Tract 3842-1, in the County of San Diego, State of California, according to Map thereof No. 9620, filed in the Office of the County Recorder of San Diego County, April 15, 1980,

together with all other real property annexed thereto pursuant to the terms and provisions of the declaration.

C. The Declaration authorizes the amendment thereof by the approval of either (i) the vote or written consent of at least a majority of the total voting power of each class of Members (as defined in the Declaration) or (ii) the vote or written consent of a majority of a quorum of Members of each class. Pursuant to the terms of the Declaration, after such

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approval, such amendment shall be effective upon the recording in the Office of the Recorder of San Diego, California, of an instrument executed in the name of the Association (as defined in the Declaration) by its authorized officers. The Declaration further provides that no "material amendment" (as defined in the Declaration) shall be made without the written assent or vote of seventy-five percent (75%) of the holders of every first mortgage or first deed of trust encumbering (as of the time of recording such amendment) each Residence Lot.

D. The signatures set forth below constitute (i) the written consent of at least a majority of the total voting power of each class of Members, (ii) the signatures of the authorized officers of the Association, and (iii) the written assent of at least seventy-five percent (75%) of the holders of every first mortgage or first deed of trust encumbering (as of the time of recording such amendment) each Residence Lot.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Paragraph 6.4(e) of the Declaration is hereby amended to read in full as follows:

"(e) Intentionally omitted."

2. Paragraph 6.4(h) of the Declaration is hereby amended to read in full as follows:

"(h) Landscaping plans should include mention of all plants removed from the site, including existing shrubs and natural brush, as well as specifications of all new plants to be put on the site. All patios, walks, or non-attached structures shall be included in landscaping plans. As a guideline appropriate for the neighborhood, the cost of landscaping, exclusive of costs for grading, driveways, walks, decorative structures, and slope bank planting, should not be less than three percent (3%) of the cost of the dwelling and Residence Lot together. Landscaping must be completed no later than three (3) months after the occupancy of any dwelling on a Residence Lot. The Architectural Committee shall maintain a list of trees and plants which are not permitted."

3. Paragraph 6.6 of the Declaration is hereby amended to read in full as follows:

"6.6 Protection for Owner. Approval or disapproval of plans and specifications shall be in writing by the Architectural Committee. In the event that the Committee fails to approve or disapprove plans within thirty (30) days after plans and specifications have been accepted by it, approval

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will be conclusively presumed. The thirty (30) day period will not begin until all plans and specifications have been deemed complete and sufficient by the Committee."

4. Paragraph 6.7 of the Declaration is hereby amended to read in full as follows:

"6.7 Interpretation of Restrictions. All questions of interpretation of any of the terms or conditions herein shall be resolved by the Architectural Committee, and its decision shall be final, binding, and conclusive on all of the parties affected, unless an appeal is made in writing to the Board of Directors within thirty (30) days following the decision of the Architectural Committee. The Board of Directors shall have an additional thirty (30) days to act on such appeal."

5. Paragraph 7.1 of the Declaration is hereby amended to read in full as follows:

"7.1 Setbacks. No building or any portion thereof including a garage shall be erected or maintained less than thirty-five (35) feet from the property line of any street. Rear setbacks shall be thirty-five (35) feet and side setbacks shall be twenty (20) feet. Additional setback requirements may be determined by the Architectural Committee. No buildings, swimming pools, spas, equipment, tennis courts, solar panels, or any other view-obstructing objects may be located within the setback. 'Rear' and 'side,' as used herein, shall have the same meaning as in the San Diego County Zoning and Land Use Ordinances."

6. Paragraph 7.3 of the Declaration is hereby amended to read in full as follows:

"7.3 Grading. Architectural design should be selected to minimize grading. The following grading restrictions shall apply:

(a) An overall maximum of three thousand (3,000) cubic yards of cut and fill together shall be allowed on each Residence Lot.

(b) Cut and fill banks shall be limited to ten (10) feet vertically. Cut slopes shall be limited in steepness to 1-1/2 to 1 (37%), and fill slopes shall be limited in steepness to 2 to 1 (30%).

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(c) Split-level construction may be required on Residence Lots with steep slopes.

(d) No grading, cut, fill, scarifying, or alteration of any Residence Lot from its existing state shall be allowed without approval of the Architectural Committee except as required by applicable fire codes.

(e) Within sixty (60) days after any grading, each Owner shall install temporary or better sprinkler lines and shall plant and maintain all graded slope banks located on such Owner's Residence Lot in a manner sufficient to prevent erosion and create an attractive appearance where visible to the public.

(f) All rough graded driveways to be paved with two inches of asphalt and curb within one hundred eighty (180) days following first grading."

7. Paragraph 7.4 of the Declaration is hereby amended to read in full as follows:

"7.4 Boulders and Rock Outcroppings. No boulder larger than three (3) feet in diameter or five (5) cubic yards in volume shall be removed from the Residence Lot without approval of the Architectural Committee. Rock outcroppings shall not be disturbed unless specifically approved by the Architectural Committee."

8. Paragraph 7.11 of the Declaration is hereby amended to read in full as follows:

"7.11 Solar Heating. Solar heating installations should conform to standards established by the Architectural Committee. In general, solar panels should be screened from public street view in an approved manner or, where this is not feasible, should be blended architecturally with the surrounding structure in a harmonious fashion."

9. Paragraph 7.12 of the Declaration is hereby amended to read in full as follows:

"7.12 Tennis Courts. The Architectural Committee will review any submission of a plan for a tennis court using the following guidelines: (i) courts must be behind a main dwelling unit and should be no closer than fifty (50) feet from neighboring homes and fully screened by plantings;

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(ii) lights will be strictly prohibited; and
(iii) grading for courts shall not result in
cuts or fills of more than five (5) feet."

10. Paragraph 7.16 of the Declaration is hereby
amended to read in full as follows:

"7.16 Construction Cleanup. Upon approval of plans and specifications for the construction of improvements by the Architectural Committee pursuant to these restrictions and at the request of the Committee, a refundable deposit of \$200.00 shall be submitted by the Residence Lot owner to guarantee that the construction site during the course of construction will be maintained reasonably free of debris at the end of each working week and that the construction will be completed and the Residence Lot drainage swales and structures will correctly drain surplus water to the street or other approved locations, all as shown on the plans and specifications submitted to the Architectural Committee for approval. In the event of a violation of this restriction, the Architectural Committee may give written notice thereof to the builder and Owner of the Residence Lot in question that if such violation is not cured or work commenced to cure the same within seventy-two (72) hours after constructive receipt of said notice, the Committee may correct or cause to be corrected said violation and use said deposit, or as much thereof, as may be necessary to cover the cost of such correction work. In the event that the cost of curing said violation shall exceed the amount of said deposit, said excess cost shall be paid by the Owner of the Residence Lot in question to the Architectural Committee. Said deposit, or any part thereof, remaining in the hands of the Committee at the completion of the construction work, shall be returned by the Committee to the person who made the deposit."

11. Paragraph 7.18 of the Declaration is hereby
amended to read in full as follows:

"7.18 ROOFS. No structure constructed on any Residence Lot may have a roof covered or coated with white material. Rock roofs, flat roofs and composition roofs are strongly discouraged and will be permitted only upon specific written waiver by the Architectural Committee. Roof color must be approved by the Architectural Committee. No air conditioning, heating, or other pipes,

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ducts, structures, or equipment may be constructed, kept, or maintained on any roof so as to be visible. All pipes and vents should be on the rear of roofs. The roofs of houses shall be designed so that they do not unreasonably block the view of adjoining homes. (A roof that does not rise more than four (4) feet in twelve (12) feet horizontally is acceptable.)"

12. Paragraph 7.19 of the Declaration is hereby amended to read in full as follows:

"7.19 Garages. Each main dwelling unit shall, as a minimum, have a three (3) car garage to house three (3) cars abreast and must be at least 750 square feet in size. No more than three (3) car spaces may open onto the same side of the garage. All garage doors shall face the side or rear of a Lot or shall be screened from public view in an approved manner. All garages shall be enclosed and have doors on all openings for the entrance of vehicles. Doors for at least two (2) of the stalls shall be equipped with automatic opening devices operable from the vehicles regularly garaged therein. The installation of one high door to accommodate recreational vehicles is encouraged."

13. Paragraph 7.20 of the Declaration is hereby amended to read in full as follows:

"7.20 Driveways. All improved Residence Lots shall have a driveway of adequate width and turn-around space paved with two (2) inches of asphalt, with an allowance for patterned concrete at the street entry and garage entry locations. Street curbs must be protected by the Owner and his Contractor. Repair of any damage shall be the responsibility of such Owner and his Contractor."

14. Paragraph 7.28 of the Declaration is hereby amended to read in full as follows:

"7.28 Horse Stables and Corrals. Horse stabling and corrals shall be strictly prohibited under these restrictions."

15. Paragraph 8.5 of the Declaration is hereby amended to read in full as follows:

"8.5 Animals. No horses, poultry, fowl, donkeys, sheep, goats, rodents, cattle, or swine of any kind shall be bred

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or kept on a Lot of the Subject Property. No more than two (2) dogs may be kept on a Residence Lot of Subject Property. Dogs shall not be allowed out of an enclosed area without being on a leash."

16. Paragraph 8.6 of the Declaration is hereby amended to read in full as follows:

"8.6 Intentionally omitted."

17. Paragraph 8.9 of the Declaration is hereby amended to read in full as follows:

"8.9 Intentionally omitted."

18. Paragraph 8.14 of the Declaration is hereby amended to read in full as follows:

"8.14 Replanting of Damaged Vegetation. Any portion of a Residence Lot from which the natural vegetation is removed or destroyed or damaged by fire or any other reason shall be relandscaped, planted, irrigated, and watered within sixty (60) days of said damage."

19. Paragraph 8.16 of the Declaration is hereby amended to read in full as follows:

"8.16 Division or Combining of Lots. Lot division or Lot combining may be allowed by a four-fifths (4/5) vote of the Board of Directors, but only prior to building on any of the subject Residence Lots."

20. Except as modified, altered or amended by the provisions of this Amendment, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this Amendment as of the day and year first written above.

"Association"

LOMAS VERDES ASSOCIATION,
a California nonprofit mutual
benefit corporation

By: James A. Hand, PRESIDENT

By: _____

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the undersigned has executed this

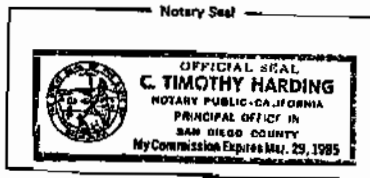
Corporation Acknowledgment
STATE OF CALIFORNIA } ss. 1878
COUNTY OF

On May 22, 1981, before me, the undersigned, a Notary Public in and for said County and State, personally appeared James A. Ward known to me to be the President and 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.

C. Timothy Harding
C. Timothy Harding

Notary Public in and for said County and State



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Through the courtesy of
ST PAUL TITLE COMPANY

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"Lenders"

CANADIAN COMMERCIAL BANK,
an industrial bank

By: _____

By: _____

IMPERIAL SAVINGS AND LOAN
ASSOCIATION

By: *Lou Anderson*

Lou Anderson, Executive Vice President

By: *Louise Parks*

Louise Parks, Vice President

"Members"

LOMAS VERDES DEVELOPMENT COMPANY,
a California partnership

By Lomas Verdes Development
Corporation, Managing Partners

By: *Majid Nazem*, VICE PRESIDENT

By: *James A. Hand*, SECRETARY

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"Lenders"

CANADIAN COMMERCIAL BANK,
an industrial bank

By: _____

By: _____

IMPERIAL SAVINGS AND LOAN
ASSOCIATION

By: *Lou Anderson*

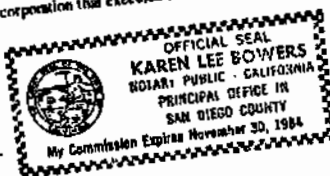
Lou Anderson, Executive Vice President
By: *Louise Parks*
Louise Parks, _____ ident

(Corporation)
STATE OF CALIFORNIA } SS.
COUNTY OF San Diego

On May 14, 1981 before me, the undersigned, a Notary Public in and for said
State, personally appeared Lou Anderson President, and Louise Parks
known to me to be the Exec. Vice Vice President of the corporation that executed the within instrument.

known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.
WITNESS my hand and official seal.

Signature *Karen Lee Bowers*
Karen Lee Bowers
Name (Typed or Printed)



(The area for official notarial seal.)

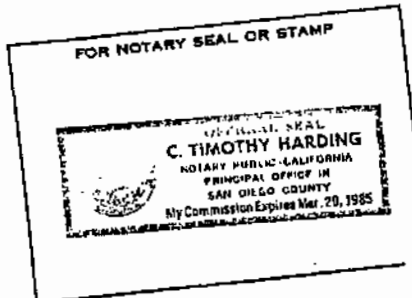
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STATE OF CALIFORNIA } SS.
COUNTY OF SAN DIEGO

On MAY 22, 1981 before me, the undersigned, a Notary Public in and for said County and State, personally appeared MICHAEL MOSSMAN known to me to be the VICE President, and JAMES A. WILSON known to me to be the Secretary of LOMAS

VERDES DEVELOPMENT CORP. the corporation that executed the within instrument and known to me to be the persons who executed the within instrument on behalf of said corporation, said corporation being known to me to be one of the partners of LOMAS VERDES DEVELOPMENT COMPANY the partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same.

Signature *C. Timothy Harding*
C. Timothy Harding



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Misc-713 (C.S.) Adm. Comp. as Partner of Partnership (Rev. 9-80) Sample

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"Lenders"

CANADIAN COMMERCIAL BANK,
an industrial bank

By: *[Signature]*

By: _____

IMPERIAL SAVINGS AND LOAN
ASSOCIATION

By: _____

By: _____

"Members"

LOMAS VERDES DEVELOPMENT COMPANY,
a California partnership

By Lomas Verdes Development
Corporation, Managing Partners

By: _____

By: _____

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LENDERS SUBORDINATION

CALIFORNIA FEDERAL SAVINGS AND LOAN ASSOCIATION, a federally chartered savings and loan association, as beneficiary of that certain Deed of Trust, recorded on May 21, 1980, as file number 80-165962, in the Office of the County Recorder of the County of San Diego, State of California, hereby agrees that the lien and charge of said Deed of Trust is and shall be subject and subordinate to the within Amendment No. 1 to Declaration of Covenants, Conditions and Restrictions of Loma Verde Estates and to the Declaration amended thereby.

CALIFORNIA FEDERAL SAVINGS AND LOAN ASSOCIATION, a federally chartered savings and loan association

By: E. J. Wiley
Vice President (Title)

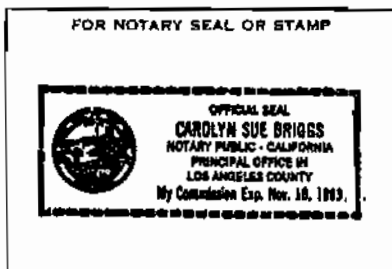
By: Linda Sullivan
Assistant Secretary (Title)

STATE OF CALIFORNIA }
COUNTY OF Los Angeles } ss.

On May 14, 1981 before me, the undersigned, a Notary Public in and for said County and State, personally appeared E. J. Wiley known to me to be the Vice President, and Linda Sullivan known to me to be

Assistant Secretaries of the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

Signature Carolyn Sue Briggs
Carolyn Sue Briggs



Misc-105 (G.S.) Act Corporation (Rev. 12-03) Single

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EXHIBIT "A"

- Lot 4 Recorded on April 3, 1981 as File No. 81-101768
- Lot 6 Recorded on January 21, 1981 as File No. 81-19069
- Lot 7 Recorded on January 21, 1981 as File No. 81-19065
- Lot 8 Recorded on April 6, 1981 as File No. 81-103464
- Lot 9 Recorded on January 27, 1981 as File No. 81-25791
- Lot 33 Recorded on January 6, 1981 as File No. 81-2965

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