

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF THE SUMMERFIELD HOMEOWNERS ASSOCIATION, INC.

TABLE OF CONTENTS

I. Article I Definitions	p. 3
Section 1 "Association"	p. 3
Section 2 "Owner"	p. 3
Section 3 "Properties"	p. 3
Section 4 "Common Area"	p. 3
Section 5 "Lot"	p. 3
Section 6 "Declarant"	p. 3
II. Article II Property Rights	p. 4
Section 1 Owners Easements of Enjoyment.....	p. 4
Section 2 Delegation of Use.....	p. 4
III. Article III Membership and Voting Rights.....	p. 4
Section 1	p. 4
Section 2	p. 4
IV. Article IV Covenant for Maintenance Assessments	p. 5
Section 1 Creation of the Lien and Personal Obligation of Assessments.....	p. 5
Section 2 Purpose of Assessments.....	p. 5
Section 3 Maximum Annual Assessments	p. 5
Section 4 Special Assessments for Capital Improvements.....	p. 6
Section 5 Notice and Quorum for Any Action Authorized Under Sections 3 & 4.....	p. 6
Section 6 Uniform Rate of Assessment.....	p. 6
Section 7 Date of Commencement of Assessment.....	p. 6
Section 8 Effect of Non-Payment—Remedies of the Association.....	p. 6
Section 9 Subordination of the Lien to Mortgages and Deeds of Trust	p. 7
Section 10 Damage and Destruction of Common Area	p. 7
V. Article V Architectural Control	p. 7
VI. Article VI Use Restrictions	p. 8
Section 1	p. 8
Section 2	p. 8
Section 3	p. 8
Section 4	p. 9
Section 5	p. 9
Section 6	p. 9
Section 7	p. 9
Section 8	p. 9
Section 9	p. 9
VII. Article VII General Provisions	p. 9
Section 1 Enforcement.....	p. 9
Section 2 Severability	p. 9
Section 3 Amendment	p. 9
Section 4 Annexation.....	p. 9
Section 5 FHA/VA Approval.....	p. 10
Section 6 Construction	p. 10
Section 7 Rules of Board.....	p. 10
Section 8 Liability	p. 10
Section 9 Mortgage Protection Clause.....	p. 10
Supplementary Declaration of Covenants, Conditions & Restrictions.....	p. 14
Amendments to the Declaration of Covenants, Conditions & Restrictions.....	p. 17

*California Civil Codes enacted after the establishment of Summerfield CC&Rs
may supercede the CC&Rs stated herein.*

THIS DECLARATION, made on the date hereinafter set forth by STANDARD-PACIFIC CORP., a California corporation, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in San Diego, County of San Diego, State of California, which is more particularly described as:

Lots 1 through 49 inclusive of Summerfield Estates Unit No. 1 according to Map 7420 filed in the office of San Diego County September 6, 1972.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. *"Association"* shall mean and refer to Summerfield Homeowners Association, Inc., its successors and assigns.

Section 2. *"Owner"* shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. *"Properties"* shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. *"Common Area"* shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

Lots 37, 38 and 49 of Summerfield Estates Unit No. 1 according to Map 7420 filed in the office of San Diego County September 6, 1972. An easement for ingress and egress over the open space easements granted to the County of San Diego on Lots 36, 18 and 22 of Summerfield Estates Unit No. 1 according to Map 7420 filed in the office of San Diego County September 6, 1972. An equestrian and hiking trail easement over the open space easements granted to the County of San Diego on Lots 18, 22 and 23 of Summerfield Estates Unit No. 1 according to Map 7420 filed in the office of San Diego County September 6, 1972. Declarant reserves the right herein to dedicate said equestrian and hiking trail easement to the public for an equestrian and hiking trail.

Section 5. *"Lot"* shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. *"Declarant"* shall mean and refer to Standard-Pacific Corp., a California corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II
PROPERTY RIGHTS

Section 1. *Owners Easements of Enjoyment*

Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 30 days for any infraction of its published rules and regulations after hearing by the Board of Directors of the Association;
- (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

Section 2. *Delegation of Use*

Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. Each of the Owners of Lots in the properties is hereby prohibited from partitioning or in any other way severing or separating such ownership from every owner's right and easement of enjoyment in and to the Common Area and membership of the Association.

Section 2. The Association shall have two classes of voting membership:

Class A Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) two years from the date of the issuance of the most recent Public Report for a phase of the overall development, or
- (c) June 1, 1975.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. *Creation of the Lien and Personal Obligation of Assessments*

The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. *Purpose of Assessments*

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Areas and of the homes situated upon the Properties.

Section 3. *Maximum Annual Assessment*

Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be Thirty-Four and 80/100 (\$34.80) dollars per Lot.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 3% above the maximum assessment for the previous year without a vote of the membership.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 3% by the vote or written assent of 51% of each class of members.
- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. *Special Assessments for Capital Improvements*

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the vote or written assent of 51% of each class of members.

Section 5. *Notice and Quorum for Any Action Authorized Under Sections 3 and 4*

Any action authorized under Section 3 and 4 shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. If the proposed action is favored by a majority of the votes cast at such meeting, but such vote is less than the requisite 51% of each class of members, members who were not present in person or by proxy may give their assent in writing, provided the same is obtained by the appropriate officers of the Association not later than 30 days from the date of such meeting.

Section 6. *Uniform Rate of Assessment*

Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. *Date of Commencement of Annual Assessments: Due Dates:*

The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. *Effect of Nonpayment of Assessments*

Remedies of the Association any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages and Deeds of Trust

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

Section 10. Damage and Destruction of Common Area

If any portion of the Common Area is damaged or destroyed by fire or other casualty, then:

- (a) If the cost of repairing or rebuilding does not exceed the amount of available insurance proceeds by more than One Thousand Dollars (\$1,000.00), the Board of Directors of the Association shall thereupon contract to repair or rebuild the damaged portions of the Common Area substantially in accordance with the original plans and specifications therefore;
- (b) If the cost of repairing or rebuilding exceeds the amount of available insurance proceeds by more than One Thousand Dollars (\$1,000.00), then (1) any action authorized shall be at a meeting as provided for under Article IV, Section 5. If the action approves repair restoration, then the Board of Directors of the Association shall contract as provided in sub-paragraph (a) above; (2) then all insurance proceeds shall be paid to the account of the Association to be held for the benefit of the Owners and their Mortgagees as their respective interests shall appear;
- (c) If a bid to repair or rebuild is accepted, the Board shall levy a special assessment as provided in Article IV, Section 4 hereof, to make up any deficiency between the total insurance proceeds and the contract price for such repair and rebuilding, and such assessment and all insurance proceeds, whether or not subject to liens of Mortgagees, shall be paid to the account of the Association to be used for such rebuilding. If any Owner shall fail to pay the special assessment within thirty (30) days after the levy thereof, the Board shall make up the deficiency by payment from the maintenance fund.

ARTICLE V
ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change in paint color or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI
USE RESTRICTIONS

Section 1. No part of the Properties shall ever be used, or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing or vending, except Declarant, its successors or assigns, and the Owners of any tract annexed pursuant to Article VII, Section 5 hereof, may use the Properties for a model home site, and display sales office during the construction and sales period.

Section 2. No sign or billboard of any kind shall be displayed to the public view on any portion of the Properties or any Lot, except one sign for each building site, of not more than eighteen (18) inches by twenty-four (24) inches, advertising the property for sale for rent or lease. Said signs are restricted to those with a dark green background and white block copy as follows:

FOR SALE - FOR RENT - FOR LEASE
3 Bedroom - 4 Bedroom - 2 Bath
(Telephone)
By Owner - By Agent

Signs used by Declarant, its successors or assigns, to advertise the property during construction and sales period are excepted.

Section 3. No noxious or offensive activity shall be carried on upon any Lot or part of the Properties, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood or which shall in any way interfere with the quiet enjoyment of each of the Owners of his respective dwelling unit, or which shall in any way increase the rate of insurance. No band or loud instrument playing is permitted. No excessive and continuing noise such as from dog barking, loud engines, sound amplification equipment, etc., is permitted. No motor vehicles, specifically including mini bikes and motorcycles are allowed on the hiking and equestrian trail.

Section 4. No structure of a temporary character, trailer, basement, tent, shack, barn or other out-building shall be used on any Lot at any time as a residence, either temporarily or permanently. No garage may be modified or converted, either temporarily or permanently, so as to prohibit its use as a two-car garage. No garage door may be left open for a period longer than one half hour. No trailer, camper, boat, or motor vehicle in poor condition, or similar equipment shall be permitted to remain upon any property within the Properties, unless placed or maintained within an enclosed garage, fenced rear or side yard, or in places that might be designated by the Community Association. No automobile overhaul or maintenance work except emergency work is permitted except in a garage.

Section 5. No animals, livestock or poultry of any kind, shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept on the Lots, provided they are not kept, bred or maintained for any commercial purpose, or in unreasonable numbers. Notwithstanding the foregoing, up to two horses may be kept on any 1/2-acre or larger Lot so long as the keeping of said horse(s) does not conflict with any County or Health Department ordinance.

Section 6. No dogs are allowed on the Common areas except on a leash. Dog owners are required to immediately remove any deposits their dogs might place upon the Common Areas, private lots, streets, or elsewhere in the Community other than in their Owners yard.

Section 7. No exterior radio or television antenna of any type shall be allowed except that the Community Association may maintain one master antenna.

Section 8. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, or mineral excavations, or shafts be permitted upon the surface any lot or within five hundred (500) feet below the surface of the Properties. No derrick or other structure designed for use in boring for water, oil or natural gas shall be erected, maintained or permitted upon any Lots.

Section 9. All rubbish, trash and garbage shall be regularly removed from the Properties, and shall not be allowed to accumulate thereon. All clotheslines, refuse containers, woodpiles shall be prohibited upon any Lots, unless obscured from view of adjoining Lots, Common Areas and streets by a fence or appropriate screen approved by the Architectural Committee.

ARTICLE VII

GENERAL PROVISIONS

Section 1. *Enforcement*

The Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. *Severability*

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. *Amendment*

The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than Seventy-Five (75%) percent of the Lot Owners. Any amendment must be recorded.

Section 4. *Annexation*

(a) Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members. (b) Additional land within the area described on Exhibit "A", attached hereto and incorporated herein by reference as though fully set out at length, may be annexed by the Declarant without the consent of members within five (5) years of the date of this instrument provided that the FHA and VA determine that the annexation is in accord with the general plan heretofore approved by them.

Section 5. *FHA/VA Approval*

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration; Annexation of additional properties, dedication of the Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 6. *Construction*

The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community and for the maintenance of a community recreational facilities and community areas. The Article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

Section 7. *Rules of Board*

The Board of Directors of the Association shall have the right to adopt reasonable rules, not inconsistent with the Covenants contained in this Declaration, and to amend the same from time to time, relating to the use of the Common Area and the recreational and other facilities situated thereon by Owners and by their tenants or guests, and the conduct of such persons with respect to automobile parking, outside storage of boats, trailers, bicycles, and other objects, disposal of waste materials, drying of laundry, control of pets, and other activities which if not so regulated might detract from the appearance of the community, effect property values or offend or cause inconvenience or danger to persons residing or visiting therein.

Section 8. *Liability*

The Owner of each Lot shall be legally liable to the Board of Directors of the Association for all damages to the Common Area or to any improvements thereon or thereto, including, but not limited to the buildings, recreation facilities and landscaping, caused by such Owner or any occupant of such Owners Lot or their guests. Each Owner, occupant or guest who enters upon the Common Area or uses the facilities is a guest of Summerfield Homeowners Association, Inc., and should act accordingly. Any member of the Association may inform any guest of the Association if and when they are in violation of this Declaration, or the rules of the Association, and request that they cease said violation or leave the Common Area. In addition, any member of the Association may request the Board of Directors of the Association or their authorized representatives to take whatever further action is deemed necessary as provided elsewhere in this Declaration.

Section 9. *Mortgage Protection Clause*

No breach of the Covenants, Conditions or Restrictions herein contained, nor the enforcement of any lien provisions herein, shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, but all of said Covenants, Conditions and Restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure or trustee sale or otherwise.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 12th day of December, 1972.

STANDARD PACIFIC CORP.
By Robert M. Allan, Vice President
S. E. Thompson, Asst. Secretary

STATE OF CALIFORNIA

ss.

County of San Diego

On December 12, 1972, before me, the undersigned, a Notary Public in and for said State, personally appeared ROBERT M. ALLAN, known to me to be the Vice-President, and S.E. THOMPSON, known to me to be the Assistant Secretary of the corporation that 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.

Cecile DeHaan, Notary Public

EXHIBIT "A"

THAT PORTION OF LOTS 1 AND 2 IN SECTION 26, TOWNSHIP 13 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, WHICH LIES SOUTHERLY OF THE CENTER LINE OF THE 60.00 FOOT RIGHT OF WAY FOR AN EXISTING TRAVELLED ROAD AS SHOWN ON RECORD OF SURVEY MAP NO. 3582, FILED IN THE OFFICE OF COUNTY RECORDER OF SAN DIEGO COUNTY, SAID CENTER LINE BEING DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF SECTION 26, WHICH IS DISTANT THEREON SOUTH 00°44'33" WEST 1332.01 FEET FROM THE NORTHEAST CORNER OF SECTION 26, AS SHOWN ON RECORD OF SURVEY MAP NO. 3582; THENCE NORTH 88°56'56" WEST 683.86 FEET TO A TANGENT 375.00 FOOT RADIUS CURVE CONCAVE NORTHERLY: THENCE NORTHWESTERLY ALONG SAID CURVE, 291.90 FEET: THENCE TANGENT TO SAID CURVE NORTH 44°21'02" WEST, 199.68 FEET TO A TANGENT 2200.00 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY: THENCE NORTHWESTERLY ALONG SAID CURVE 182.18 FEET TO THE WESTERLY LINE OF SAID LOT 1.

EXCEPTING THEREFROM ALL THAT PORTION THEREOF LYING NORTHERLY OF THE CENTER LINE OF COUNTY ROAD SURVEY NO. 1673 KNOWN AS BERNARDO ROAD.

SUBORDINATION AGREEMENT

UNION FEDERAL SAVINGS AND LOAN ASSOCIATION, a California Corporation, beneficiary under that certain Deed of Trust, filed for record October 6, 1972, as Document #268326 of official records of San Diego County, California, hereby agrees that the lien and charge of said Deed of Trust is and shall be subject and subordinate to the within Declaration of Restrictions.

DATED: December 13, 1972

UNION FEDERAL SAVINGS AND LOAN ASSOCIATION

By

William S. Martin, Jr., President

SEAL

By

William M. McNeill, Vice President

STATE OF CALIFORNIA

ss.

County of Los Angeles

On December 14 1972, before me, the undersigned, a Notary Public in and for said State, personally appeared William S. Martin, Jr, known to me to be the President President, and William M. McNeill, known to me to be the Vice President of the corporation that 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.

NOTARY PUBLIC

Helen E. Ledford

**SUPPLEMENTARY DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**
Summerfield Estates Unit #3
San Diego County, California

THIS SUPPLEMENTARY DECLARATION, made this 23rd day of October 1973 by STANDARD-PACIFIC CORP., a California corporation, hereinafter referred to as "Declarant",

WITNESSETH:

WHEREAS, Declarant was the owner of the real property described as;

"Summerfield Estates Unit #1", in the County of San Diego, State of California, as per map thereof No. 7420 filed in the office of the County Recorder of San Diego County on September 6, 1972",

which real property is hereinafter described as "Unit No. 1", and

WHEREAS, as such owner, Declarant caused to be recorded in the office of the County Recorder of San Diego County, California, on December 15, 1972, /as File/Page No. 334850, a Declaration of Covenants, Conditions and Restrictions affecting Unit No. 1, which Declaration is hereinafter called the "Original Declaration", and

WHEREAS, the Original Declaration provides for the annexation to the project described therein of other real property more particularly described in Exhibit A to the Original Declaration, and

WHEREAS, the Original Declaration provides in Article VII, Section 4, thereof that such annexation is to be accomplished upon the occurrence of certain conditions among which is the recording of a supplementary declaration, and

WHEREAS, Declarant is the owner of the following described real property:

"Summerfield Estates Unit No. 3, in the County of San Diego, State of California, as per map thereof No. 7773 filed in the office of the County Recorder of San Diego County on October 19, 1973

which property is hereinafter called "Unit No. 3.", and

WHEREAS, Declarant desires to annex Unit No. 3 to the project described in the Original Declaration and now consisting of Unit No. 1, 2 and

WHEREAS, a Final Subdivision Map describing Unit No. 3 has been duly approved in accordance with law and recorded, and

WHEREAS, Unit No. 3 is a part of the real property described in Exhibit A to the Original Declaration,

NOW THEREFORE, Declarant hereby declares that upon the recording of a deed conveying the first lot in Unit No. 3, Unit No. 3 shall be annexed to Unit No. 1 and shall be held, conveyed hypothecated, encumbered, leased, rented, used, occupied, and improved, subject to the limitations, covenants, conditions and restrictions of the Original Declaration, all of which are declared, to be in furtherance of a plan for the subdivision, improvement and sale of Unit No. 3 and established for the purpose of enhancing and protecting the

value, desirability and attractiveness of Unit No. 3 and every part and portion thereof. All of said limitations, covenants, conditions and restrictions shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in said property or any part thereof, subject to the provisions to the contrary contained in the Original Declaration.

Declarant hereby also declares that upon the recording of a deed conveying the first lot in Unit No. 1 the "Common Area" owned by Summerfield Homeowners Associations, Inc. for the common use and enjoyment of the owners in Unit No. 1 and the owners in each annexed unit upon annexation of that unit is described as follows:

Lots 37, 38 and 49 of Summerfield Estates Unit No. 1 according to Map 7420 filed in the office of San Diego County. September 6, 1972. An easement for ingress and egress over the open space easements granted to the County of San Diego on Lot 36, 18 and 22 of Summerfield Estates Unit No. 1 according to Map 7420 filed in the office of San Diego County September 6, 1972. An equestrian and hiking trail easement over the open space easements granted to the County of San Diego on Lots 18, 22 and 23 of Summerfield Estates Unit No. 1 according to Map 7420 filed in the office of San Diego County September 6, 1972. Declarant reserves the right herein to dedicate said equestrian and hiking trail easement to the public for an equestrian and hiking trail.

Declarant further declares that upon the recordation of a deed conveying the first lot in Unit No. 2 the following described easements shall be annexed to the "Common Area" as defined in Article I Section 4 of the Original Declaration as though they were originally fully set forth therein. These annexed easement "Common Areas" to be owned by the Association at the time of the conveyance of the first lot in Unit No. 2 are described as follows:

An easement for ingress and egress over the open space easements granted to the County of San Diego on Lots 56 and 75 of Summerfield Estates Unit No. 2 according to Map 7697 filed in the office of San Diego County July 11, 1973. An equestrian and hiking trail easement over the open space easements granted to the County of San Diego on Lots 56, 57 and 66 of Summerfield Estates Unit No. 2 according to Map 7697 filed in the office of San Diego County July 11, 1973.

Declarant further declares that upon the recordation of a deed conveying the first lot in Unit No. 3 the following described easements shall be annexed to the "Common Area" as defined in Article I Section 4 of the Original Declaration as though they were originally fully set forth therein. These annexed easement common areas to be owned by the Association at the time of the conveyance of the first lot in Unit No. 3 are described as follows:

An easement for ingress and egress over the open space easements granted to the County of San Diego on Lots 103, 104, 109, 111, 119, 132, 144, 145, 156 and 159 of Summerfield Estates Unit No. 3 according to Map 7773 filed in the office of San Diego County October 19, 1973. An equestrian and hiking trail easement over the open space easements granted to the County of San Diego on Lots 108, 109, 110, 111, 112, 119, 120, 158, 159 and 160 of Summerfield Estates Unit No. 3 according to Map 7773 filed in the office of San Diego County October 19, 1973. Declarant reserves the right herein to dedicate said equestrian and hiking trail easement to the public for an equestrian and hiking trail.

IN WITNESS WHEREOF, Declarant has executed this instrument on the day and year first written.

STANDARD PACIFIC CORP.

By Robert M. Allan, Vice President

S. E. Thompson, Asst. Secretary

STATE OF CALIFORNIA

ss.

County of San Diego

On October 23, 1973, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert M. Allan, known to me to be the Vice President, and Alma R. Kile, known to me to be the Asst. Secretary of the corporation that 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.

NOTARY PUBLIC

Pamela K. Brown

**AMENDMENTS TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**ARTICLE V¹
ARCHITECTURAL CONTROL**

Section 2. *Height Limit of Dwellings*

All dwelling unites are restricted to single story height.

Section 3. *External Appearance and Maintenance*

- (a) Every Owner of a Lot will maintain, water, plant and replant said Lot so as to prevent erosion. To present an attractive appearance to that portion of said Lot visible from the street, a Lot with 20 percent or more area in need of maintenance, weeding or replanting shall be deemed in violation of this Section.
- (b) All fences will be maintained to present an attractive appearance. Fences bordering adjacent property will be maintained and repaired as necessary to assure complete privacy.
- (c) Placement of trash containers in front of a dwelling is restricted to a twenty-four hour period surrounding a scheduled pick-up.

Section 4. *External Recreational Facilities on Lots*

Installation of permanent or temporary recreational equipment, e.g basketball hoops, badminton sets, tennis courts, swimming pools, etc., which shall remain on the Lot visible from the street for a period longer than twenty-four hours requires the approval of the Architectural Committee.

**ARTICLE VI²
USE RESTRICTIONS**

Section 2. No sign other than one sign of customary and reasonable dimensions and complying with the applicable Ordinances of the City of San Diego, California, advertising a Lot for sale shall be erected, posted, pasted, painted or displayed upon any Lot or upon any building or other structure thereon without the prior written permission of the Architectural Committee. No realty sign shall remain more than fifteen days following the sale of the property.

Section 6. No horses or other animals, with the exception of dogs on a leash, are allowed on the Common Areas, other than the equestrian trails. Animal owners are required to immediately remove any deposits their animals might place upon the Common Areas, private Lots, streets, or elsewhere in the Community other than in their Owners yard.

¹*The following amendments are additions to ARTICLE V.*

²*The following amendments replace Sections 2 and 6 in ARTICLE VI.*

ARTICLE VII³
GENERAL PROVISIONS

Section 10. In the event that the Association seeks to enforce any or all of these covenants, conditions or restrictions by any proceeding at law or in equity or the filing of a lien, reasonable attorneys' fees incurred by the Association for proceeding with such action shall be paid, by the homeowner against whom the Association is proceeding, along with actual costs involved in the action if judgment is rendered in favor of the Association.

IN WITNESS WHEREOF, the undersigned, being the Association herein, has hereunto set its hand and seal this 11th day of June, 1976.

SUMMERFIELD HOMEOWNERS ASSOCIATION

By: Eric Hill, President
Carla Ilfeld, Secretary

STATE OF CALIFORNIA

ss.

County of San Diego

On June 11, 1976, before me, the undersigned, a Notary Public in and for said State, personally appeared ERIC HILL, known to me to be the President, and CARLA ILFELD, known to me to be the Secretary of the Association that executed the within instrument on behalf of the Association therein named, and acknowledged to me that such Association executed the within instrument pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

Arthur C. Ilfeld, Jr.,
Notary Public

³*The following amendment is an addition to ARTICLE VII.*

AMENDMENTS TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF SUMMERFIELD ESTATES IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AS RECORDED FILE PAGE NO. 334850, BOOK 1972, ON DECEMBER 15, 1972, IN THE OFFICIAL RECORDS OF SAN DIEGO COUNTY, CALIFORNIA DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Article V, ARCHITECTURAL CONTROL shall be amended as follows:

Section 2. *Height Limit of Dwellings* All dwelling units are restricted to single story height.

Section 3. *External Appearance and Maintenance*

(a) Every Owner of a Lot will maintain, water, plant and replant said Lot so as to prevent erosion. To present an attract appearance to that portion of said Lot visible from the street, a Lot with 20 percent or more area in need of maintenance, weeding or replanting shall be deemed in violation of this Section.

(b) All fences will be maintained to present an attractive appearance. Fences bordering adjacent property will be maintained and repaired as necessary to assure complete privacy.

(c) Placement of trash containers in front of a dwelling is restricted to a twenty-four hour period surrounding a scheduled pick-up.

Section 4. *External Recreational Facilities on Lots* Installation of permanent or temporary recreational equipment, e.g basketball hoops, badminton sets, tennis courts, swimming pools, etc., which shall remain on the Lot visible from the Street for a period longer than twenty-four hours requires the approval of the Architectural Committee.

Article VI, USE RESTRICTIONS shall be amended as follows:

Section 2. No sign other than one sign of customary and reasonable dimensions and complying with the applicable Ordinances of the City of San Diego, California, advertising a Lot for sale shall be erected, posted, pasted, painted or displayed upon any Lot or upon any building or other structure thereon without the prior written permission of the Architectural Committee. No realty sign shall remain more than fifteen days following the sale of the property.

Section 6. No horses or other animals, with the exception of dogs on a leash, are allowed on the Common Areas other than the equestrian trails. Animal owners are required to immediately remove any deposits their animals might place upon the Common Areas, private Lots, streets, or elsewhere in the community other than in their Owners yard.

Article VII, GENERAL PROVISIONS

Section 10. In the event that the Association seeks to enforce any or all of these covenants, conditions or restrictions by any proceeding at law or in equity of the filing of a lien, reasonable attorneys' fees incurred by the Association for proceeding with such action shall be paid by the homeowner against whom the Association is proceeding, along with actual costs involved in the action if judgement is rendered in favor of the Association.

IN WITNESS WHEREOF, the undersigned, being the Association herein, has hereunto set its hand and seal this 31st day of October, 1977.

SUMMERFIELD HOMEOWNERS ASSOCIATION

By: Eric Hill, President
Carla Iffeld, Secretary

STATE OF CALIFORNIA

ss.

County of San Diego

On October 31, 1977 before me, the undersigned, a Notary Public in and for said State, personally appeared ERIC HILL, known to me to be the President, and PAULINE GARY, known to me to be the Secretary of the Association that executed the within instrument on behalf of the Association therein named, and acknowledged to me that such Association executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

Arthur C. Iffeld, Jr.,
Notary Public