

YUCCA IMPROVEMENT ASSOCIATION  
DECLARATION OF CONDITIONS AND  
RESTRICTIONS

ORIGINAL RECORDED DOCUMENT OF 1955

SUPERSEDED DOCUMENT OF 1970

REVISION 1 OF 1997

REVISION 2 OF 2006

DECLARATION OF CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF CONDITIONS AND RESTRICTIONS, made this 4<sup>th</sup> day of February, 1955, by RANCHO LOS ALISOS, a corporation, TURNER-POINDEXTER & CO., a co-partnership composed of Stephen C. Turner and Clifford E. Poindexter, ELMER H. BALL, SR. and JULIA E. BALL, his wife, and HENRY C. TAYLOR and HAZEL M. TAYLOR, his wife,

W I T N E S S E T H:

THAT WHEREAS, Rancho Los Alisos, Turner-Poindexter & Co. Elmer H. Ball, Sr. and Julia E. Ball, Henry C. Taylor and Hazel M. Taylor, are the respective owners as hereinafter set forth of the following described parcels of real property referred to as Parcels I, II, III and IV, situated in the County of San Diego, State of California, to wit:

PARCEL I

The North one-half of the Northeast one-quarter of Section 28 and the South one-half of the Southeast one-quarter of Section 21 in Township 9 South, Range 3 West, San Bernardino Meridian, in the County of San Diego, State of California, according to United States Government Survey approved September 11, 1879, SAVE AND EXCEPT that portion of said above described land set forth, bounded and described as follows:

A

PARCEL 1: That portion of the Northeast quarter of the Northeast Quarter of Section Twenty-eight, Township Nine South, Range Three West, San Bernardino Base and Meridian, according to United States Government Survey approved September 11, 1879, described as follows:

Beginning at the Northeast corner of said Section Twenty-eight; thence South 2° 32' East along the East line of said Section Twenty-eight, a distance of 1343.85 feet to the Southeast corner of the Northeast Quarter of said Northeast Quarter of said Section Twenty-eight; thence North 89° 49' 40" west along the South line of said Northeast Quarter of the Northeast Quarter of Section Twenty-eight, a distance of 1307.30 feet; thence North 0° 47' 30" West 1340.52 feet

*Superseded  
By  
12/21/70.*

1 to an intersection with the North line of said  
 2 Section Twenty-eight; thence South  $89^{\circ} 55' 10''$   
 3 East along the North line of said Section  
 4 Twenty-eight a distance of 1266.44 feet to the  
 5 point of beginning.

6 PARCEL 2: That portion of the Southeast  
 7 Quarter of the Southeast Quarter of Section  
 8 Twenty-one, Township Nine South, Range Three  
 9 West, San Bernardino Base and Meridian,  
 10 according to United States Government Survey  
 11 approved September 11, 1879, described as  
 12 follows:

13 Beginning at the Southeast corner of said  
 14 Southeast Quarter of Section Twenty-one; thence  
 15 North  $89^{\circ} 55' 10''$  West along the South line of  
 16 said Section Twenty-one a distance of 1266.44  
 17 feet; thence North  $0^{\circ} 47' 30''$  West 10.84 feet;  
 18 thence South  $89^{\circ} 55' 10''$  East along a line  
 19 parallel with the South line of said Section  
 20 Twenty-one a distance of 1266.31 feet to an  
 21 intersection with the East line of said Section  
 22 Twenty-one; thence South  $0^{\circ} 51' 30''$  East along  
 23 the East line of said Section Twenty-one, a  
 24 distance of 10.84 feet to the point of  
 25 beginning.

26 B

27 That portion of the South Half of the  
 28 Southeast Quarter of Section 21, Township 9  
 29 South, Range 3 West, San Bernardino Meridian,  
 30 according to United States Government Survey,  
 31 described as follows:

32 Beginning at the Southeast corner of said  
 Section 21; thence North  $0^{\circ} 51' 30''$  West along  
 the East line of said Section 21 a distance of  
 10.84 feet to the true point of beginning;  
 thence continuing North  $0^{\circ} 51' 30''$  West along  
 the East line of said Section 21 a distance of  
 1351.34 feet to the Northeast corner of the  
 South Half of the Southeast Quarter of Section  
 21; thence South  $89^{\circ} 51' 20''$  West along the  
 North line of the South Half of the Southeast  
 Quarter of Section 21 a distance of 123.94 feet  
 to the approximate center of a dry creek bed;  
 thence in a Southwesterly direction along the  
 center line of said creek bed the following  
 courses and distances: South  $59^{\circ} 40' 20''$  West  
 60.86 feet; thence South  $15^{\circ} 13' 20''$  West  
 66.20 feet; thence South  $9^{\circ} 40' 40''$  West 163.62  
 feet; thence South  $75^{\circ} 17' 30''$  West 177.20 feet;  
 thence South  $60^{\circ} 56' 30''$  West 200.00 feet; thence  
 South  $4^{\circ} 03' 20''$  West 190.50 feet; thence South  
 $40^{\circ} 01' 30''$  West 117.64 feet; thence South  $35^{\circ}$   
 $55' 30''$  West 126.99 feet; thence North  $60^{\circ} 58' 30''$   
 West 52.85 feet; thence South  $83^{\circ} 17' 30''$  West  
 92.40 feet; thence South  $53^{\circ} 38' 30''$  West 141.10  
 feet; thence South  $39^{\circ} 12' 30''$  West 151.85 feet;  
 thence South  $28^{\circ} 57' 30''$  West 64.90 feet; thence

1 South 4° 08' 30" West 101.25 feet ; thence South  
 2 73° 38' 30" West 90.90 feet; thence South  
 3 71° 19' 30" West 74.78 feet; thence South  
 4 0° 47' 30" East 174.33 feet; thence South  
 5 89° 55' 10" East 1266.44 feet on a line parallel  
 6 to and distant 10.84 feet from the South line  
 7 of said Section 21 to the true point of begin-  
 8 ning.

9 RECORD OWNER: Rancho Los Alisor, a corporation.

10 PARCEL II

11 The South one-half of the Northeast one-quarter  
 12 of Section 28, Township 9 South, Range 3 West,  
 13 San Bernardino Meridian, in the County of San  
 14 Diego, State of California, according to  
 15 United States Government Survey approved  
 16 September 11, 1879.

17 RECORD OWNER: Turner-Poindexter & Co., a co-  
 18 partnership composed of Stephen C.  
 19 Turner and Clifford E. Poindexter.

20 PARCEL III

21 PARCEL 1: That portion of the Northeast quarter  
 22 of the Northeast Quarter of Section Twenty-eight,  
 23 Township Nine South, Range Three West, San  
 24 Bernardino Base and Meridian, according to  
 25 United States Government Survey approved  
 26 September 11, 1879, described as follows:

27 Beginning at the Northeast corner of said  
 28 Section Twenty-eight; thence South 2° 32' East  
 29 along the East line of said Section Twenty-eight,  
 30 a distance of 1343.85 feet to the Southeast  
 31 corner of the Northeast Quarter of said North-  
 32 east Quarter of said Section Twenty-eight; thence  
 North 89° 49' 40" West along the South line  
 of said Northeast Quarter of the Northeast  
 Quarter of Section Twenty-eight, a distance of  
 1307.30 feet; thence North 0° 47' 30" West  
 1340.52 feet to an intersection with the North  
 line of said Section Twenty-eight; thence  
 South 89° 55' 10" East along the North line of  
 said Section Twenty-eight a distance of 1266.44  
 feet to the point of beginning.

33 PARCEL 2: That portion of the Southeast Quarter  
 34 of the Southeast Quarter of Section Twenty-one,  
 35 Township Nine South, Range Three West, San  
 36 Bernardino Base and Meridian, according to  
 37 United States Government Survey approved  
 38 September 11, 1879, described as follows:

39 Beginning at the Southeast corner of said

1 Southeast Quarter of Section Twenty-one; thence  
 2 North 89° 55' 10" West along the South line  
 3 of said Section Twenty-one a distance of 1266.44  
 4 feet; thence North 0° 47' 30" West 10.84 feet;  
 5 thence South 89° 55' 10" East along a line  
 6 parallel with the South line of said Section  
 7 Twenty-one a distance of 1266.31 feet to an  
 8 intersection with the East line of said Section  
 9 Twenty-one; thence South 0° 51' 30" East along  
 10 the East line of said Section Twenty-one, a  
 11 distance of 10.84 feet to the point of beginning.

12 RECORD OWNER: Elmer H. Ball, Sr. and Julia E.  
 13 Ball, his wife.

14 PARCEL IV

15 That portion of the South Half of the  
 16 Southeast Quarter of Section 21, Township 9  
 17 South, Range 3 West, San Bernardino Meridian,  
 18 according to United States Government Survey,  
 19 described as follows:

20 Beginning at the Southeast corner of said  
 21 Section 21; thence North 0° 51' 30" West along  
 22 the East line of said Section 21 a distance of  
 23 10.84 feet to the true point of beginning;  
 24 thence continuing North 0° 51' 30" West along  
 25 the East line of said Section 21 a distance of  
 26 1351.34 feet to the Northeast corner of the  
 27 South Half of the Southeast Quarter of Section  
 28 thence South 89° 51' 20" West along the North  
 29 line of the South Half of the Southeast Quarter  
 30 of Section 21 a distance of 123.94 feet to the  
 31 approximate center of a dry creek bed; thence  
 32 in a Southwesterly direction along the center  
 line of said creek bed the following courses  
 and distances: South 59° 40' 20" West 60.86  
 feet; thence South 15° 13' 20" West 66.20  
 feet; thence South 9° 40' 40" West 163.62 feet;  
 thence South 75° 17' 30" West 177.20 feet;  
 thence South 60° 56' 30" West 200.00 feet;  
 thence South 4° 23' 20" West 190.50 feet; thence  
 South 40° 0' 30" West 117.64 feet; thence South  
 35° 55' 30" West 126.99 feet; thence North  
 60° 58' 30" West 52.85 feet; thence South  
 83° 17' 30" West 92.40 feet; thence South  
 53° 38' 30" West 141.10 feet; thence South  
 39° 12' 30" West 151.85 feet; thence South  
 28° 57' 30" West 64.90 feet; thence South 4° 08' 30"  
 West 101.25 feet; thence South 73° 38' 30" West  
 90.90 feet; thence South 71° 19' 30" West 74.78  
 feet; thence South 0° 47' 30" East 174.33 feet;  
 thence South 89° 55' 10" East 1266.44 feet on a  
 line parallel to and distant 10.84 feet from  
 the South line of said Section 21 to the true  
 point of beginning.

33 RECORD OWNER: Henry C. Taylor and Hazel M.  
 34 Taylor, his wife.

1 and

2           WHEREAS, said owners, being collectively the owners  
3 of said Parcels I, II, III and IV, as above set forth, desire to  
4 establish a general plan for the improvement and development of  
5 the above described parcels or lots (hereinafter called "said  
6 Tract") for the mutual benefit of said owners and their subsequent  
7 grantees, successors and assigns, and for the purpose of creating  
8 and maintaining said Tract as an attractive and desirable location  
9 or area for the construction and maintenance of rural homes and  
10 the raising of plants, planted trees and groves on lots or parcels  
11 comprising said Tract, restricted to a minimum size or acreage as  
12 hereinafter mentioned and set forth; and

13           WHEREAS, said Tract shall hereinafter be known as  
14 "YUCCA IMPROVEMENT TRACT" and the conditions and restrictions  
15 herein and hereby created and imposed on said Tract pursuant to  
16 the general plan set forth herein for the improvement thereof are  
17 designed for the mutual benefit of each and every lot or parcel  
18 contained therein and as a covenant binding upon each said lot and  
19 parcel running with the land for the benefit of each and all of  
20 the lots or parcels contained in said Tract and of each and all of  
21 the owners thereof, or any interests therein, and each of their  
22 respective grantees, successors in interest and assigns, and said  
23 conditions and restrictions shall inure to the benefit of and pass  
24 with each and every lot or parcel in said Tract and shall be and  
25 are hereby imposed upon said Tract as a servitude in favor of  
26 each and every lot or parcel in said Tract as the dominant tene-  
27 ment or tenements, as hereinafter set forth:

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SPECIAL CONDITIONS AND RESTRICTIONS

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3 1. No parcel or lot shall be divided into an area of  
4 less than two and one-half (2½) acres and no parcel or lot shall be  
5 sold, leased, transferred, mortgaged, encumbered, owned, held or  
6 conveyed, except as one or more parcels or lots, each having an  
7 area of at least two and one-half (2½) acres.

8 2. No lot or parcel contained in said Tract shall  
9 be used in whole or in part for any purpose other than:

10 (a) Single, private, residential purposes;

11  
12 (b) Agricultural purposes consisting of raising,  
13 growing and maintaining trees, groves, plants, flowers  
14 and crops, and maintaining and operating nurseries for  
the growing and raising of trees, plants and flowers.

15 3. No building shall henceforth be placed or erected  
16 on any lot or parcel contained in said Tract other than one single  
17 family dwelling and garage, and such other buildings or structures  
18 as are suitable or necessary for the purpose for which said Tract  
19 is permitted to be used, including one or more hothouses, green-  
20 houses or structures incident to the maintenance and operation of  
21 a nursery for the growing and raising of trees, plants and flowers,  
22 and including the erection and maintenance of any guest house or  
23 housing accommodations for domestic servants employed on the  
24 premises.

25 4. No part or portion of said Tract or any lot or  
26 parcel contained therein shall be used for purposes of commercial  
27 animal husbandry. No livestock or poultry shall be raised kept  
28 or maintained on the whole or any part of said Tract or on any  
29 lot or parcel contained therein for commercial purposes or for  
30 purposes of resale.

31  
32 5. Before any building or other structure shall

1 henceforth be erected or placed upon said tract or any lot or parcel  
2 contained therein, plans and specifications therefor, together with  
3 an accurate diagram showing the location thereof on said lot or  
4 parcel, and together with a statement showing the ground floor area  
5 thereof (if a building) and the estimated cost thereof, shall be  
6 submitted and approved in writing by a Committee of not less than  
7 three nor more than five members appointed by the owners of a  
8 majority in acreage of the lots and parcels comprising said Tract,  
9 and no building or structure shall be erected or maintained upon  
10 any said lot or parcel except in accordance with the plans, speci-  
11 fications and diagram so submitted and approved. The Committee  
12 before giving any such approval may require that said plans and  
13 specifications shall comply with such requirements as the Committee  
14 may in its absolute discretion impose as to structural features of  
15 said building or structure, the type of building material used, or  
16 other features or characteristics of said building or structure not  
17 otherwise expressly covered by any of the provisions of this in-  
18 strument, and may also require that the exterior finish and color  
19 and the architectural style or character of said building or  
20 structure shall be such as in the discretion of the Committee shall  
21 be deemed to be suitable in view of the general architectural style  
22 and character of building erected or to be erected upon said Tract.  
23 The Committee also shall have authority to limit the height of all  
24 buildings and structures which are not controlled as to height by  
25 any other provision hereof. No such approval shall constitute any  
26 representation or guaranty by the Committee as to the structural  
27 sufficiency of any said building, nor shall any such approval re-  
28 lieve the owner of said building from complying with any require-  
29 ment of any public authority having jurisdiction in the premises.  
30 The decision of the Committee when so acting upon any such plans,  
31 specifications and diagram shall be final and no building or  
32 structure of any character shall be erected, placed or maintained

1 upon any said lot or parcel unless and until approved as in this  
2 paragraph required. Such approval shall be in writing and when-  
3 ever practical shall be endorsed upon said plans, specifications  
4 and diagrams. Notwithstanding anything to the contrary herein-  
5 above in this paragraph contained, all of the foregoing provisions  
6 of this paragraph with respect to submission and approval of plans,  
7 specifications and diagrams, and the necessity and consequences  
8 thereof, shall in all respects apply to any said Committee when  
9 acting and to all plans, specifications and diagrams submitted to  
10 said Committee. A decision of a majority of the members of the  
11 Committee shall be required in respect to all matters requiring  
12 under the provisions hereof, or otherwise, the vote or approval of  
13 said Committee.

14           Each owner of one or more lots or parcels contained  
15 in said Tract shall by virtue thereof be entitled to membership  
16 in an unincorporated association known as "YUCCA IMPROVEMENT  
17 ASSOCIATION" and the record ownership of each one full acre of  
18 land contained in said Tract by an owner of record of one or more  
19 lots or parcels contained therein shall entitle such owner to one  
20 vote for each such acre owned of record by such owner in respect to  
21 all matters requiring a vote of the members of said Association,  
22 including the election or appointment of the above mentioned  
23 Committee consisting of not less than three nor more than five  
24 members of said Association. The same requirements in respect to  
25 membership and voting rights of members shall apply and be con-  
26 trolling in respect to said Yucca Improvement Association in the  
27 event that said Association should subsequently become incorporated  
28 as a non-profit corporation under the laws of the State of Cali-  
29 fornia.

30  
31           6. Whenever construction of any building or structure  
32 shall be begun on any lot or parcel contained in said Tract, the

1 owner of such building or structure shall cause such construction to  
2 be prosecuted in good faith with reasonable diligence until comple-  
3 tion thereof. After its construction every such building or  
4 structure shall at all times be maintained in proper repair and  
5 appearance.

6 7. No fence shall be erected on said Tract or on any  
7 lot or parcel contained therein, except within duly designated  
8 setback lines, and any such fence, if constructed of wire, shall be  
9 of a type known as Cyclone Fence, or equal, properly constructed to  
10 manufacturers' specifications. Save and except for the aforementioned  
11 type of fence constructed of wire and known as a Cyclone Fence, no  
12 other type of fence, whether constructed of wood or otherwise, shall  
13 be erected, except within duly designated setback lines, and no such  
14 fence shall be erected or maintained

15 (a) along or parallel to the boundary line or  
16 boundary lines between any two separately  
17 owned lots or parcels of land contained in  
said Tract, or

18 (b) as a means of enclosure of any such lot or  
19 parcel of land along any roadway or else-  
where,

20 without the express approval in writing of the aforementioned  
21 Committee being first had and obtained.

22  
23 8. No temporary or movable housing structures, such as  
24 trailers, trailer shacks, tents, or any other similar type of living  
25 quarters or housing enclosure or structure of any nature or  
26 character shall be placed, maintained, erected or permitted to be  
27 placed, maintained or erected on, upon or within the area of any  
28 portion of said Tract or any lot or parcel contained therein, save  
29 and except incidental to and by reason of, and solely during, but  
30 only during, the construction or erection on any lot or parcel of  
31 a permanent single private family residence permitted by this  
32 Declaration of Conditions and Restrictions and following the erection

1 and completion of any such permanent single private family residence,  
2 any such temporary or movable trailer, trailer shack, tent, or  
3 temporary or movable structure, shall promptly and permanently be  
4 removed from said Tract.

5 GENERAL CONDITIONS AND PROVISIONS

6 This Declaration of Conditions and Restrictions may be  
7 supplemented or amended by a vote of not less than two-thirds (2/3rds)  
8 of the members of said Yucca Improvement Association, each of whom  
9 shall be owners of record of the lots or parcels comprising said  
10 Tract. Pursuant to any such supplement or amendment to this Declara-  
11 tion of Conditions and Restrictions duly adopted by said two-thirds  
12 (2/3rds) vote of the members of said Association, the description of  
13 the land covered hereby and subject hereto may be modified and supple-  
14 mented so as to add to the description of the property covered by  
15 this Declaration of Conditions and Restrictions additional specifi-  
16 cally described property or parcels of land which shall be contiguous  
17 to one or more of the boundary lines of said Tract as such Tract is  
18 now or henceforth may be constituted and described.

19 This Declaration of Conditions and Restrictions, including  
20 each and all of the foregoing Special Conditions and Restrictions  
21 numbered 1 to 8, inclusive, shall in all respects terminate and be of  
22 no further force or effect, either legal or equitable, on and after  
23 the 31st day of December, 1970, save and except that the term and  
24 expiration date of this Declaration of Conditions and Restrictions  
25 may be extended for an additional term of ten (10) years by a vote  
26 of not less than two-thirds (2/3rds) of the members of said Yucca  
27 Improvement Association, each of whom shall be owners of record of  
28 the lots or parcels comprising said Tract.

29 Any breach of any of the conditions, restrictions, pro-  
30 visions or covenants contained in this instrument shall not de-  
31 feat or render invalid the lien of any mortgage or deed of trust  
32

1 made in good faith and for value on said tract, or any portion  
2 thereof, but said conditions, restrictions, provisions and  
3 covenants shall be binding upon and effective against any owner  
4 of any part or portion of said Tract or any lot or parcel contained  
5 therein whose title thereto is acquired by judicial foreclosure,  
6 trustee's sale under the power of sale provisions contained in any  
7 mortgage or deed of trust, or by any other means. The invalidation  
8 by judgment or court order of any of the conditions, restrictions,  
9 provisions or covenants contained herein shall in nowise affect or  
10 render invalid any of the other conditions, restrictions, provisions  
11 or covenants contained herein, but on the contrary, the same shall  
12 remain in full force and effect.

13 Any violation of any of the conditions, restrictions, pro-  
14 visions or covenants herein contained shall give and confer upon the  
15 owners executing this instrument and/or Yucca Improvement Association  
16 the right to enter upon any parcel or lot or as to which such viola-  
17 tion exists and to abate and remove at the expense of the owner  
18 thereof, any erection, thing or condition that may exist constituting  
19 a breach or violation of these conditions and restrictions. Any such  
20 violation or breach of these conditions and restrictions or any of  
21 the provisions and covenants herein contained shall be deemed to  
22 constitute a continuing nuisance, and damages at law for the viola-  
23 tion or breach thereof are hereby declared to be inadequate and in-  
24 capable of ascertainment, and the owners executing this instrument  
25 and/or Yucca Improvement Association, or the record owner of any lot  
26 or parcel deeming himself to be aggrieved by any violation of any of  
27 said conditions, restrictions, provisions or covenants herein con-  
28 tained shall be entitled to equitable or injunctive relief to enforce  
29 the performance of the conditions, restrictions, provisions or  
30 covenants hereof and to restrain and prevent the violation or breach  
31 thereof, provided, however, that no action based upon or arising out  
32 of the breach or violation of any condition, restriction, provision

1 or covenant herein contained, shall be commenced by any owner of  
 2 any lot or parcel contained in said Tract against said Association  
 3 or against any owner of any other lot or parcel contained in said  
 4 Tract, unless thirty (30) days notice in writing by such owner  
 5 proposing to institute such action has been furnished to said  
 6 Association or said owner of any other lot or parcel contained in  
 7 said Tract against whom such action is proposed to be instituted.  
 8 During said thirty (30) day period following the furnishing of such  
 9 written notice said Association or said owner, as the case may be,  
 10 against whom said action is to be instituted, shall be permitted to  
 11 cure or rectify any such alleged breach or violation of said con-  
 12 ditions, restrictions, provisions or covenants herein contained.

13 IN WITNESS WHEREOF, said undersigned owners have caused this  
 14 instrument to be duly executed the day and year first above written.

15 (CORPORATE SEAL)



RANCHO LOS ALISOS, a corporation

16 By [Signature]

17 By [Signature]  
 18 By [Signature]

19 TURNER-POINDEXTER & CO., a co-partnership

20 By [Signature]

21 By [Signature]  
 22 By [Signature]

23 [Signature]  
 24 ELMER H. BALL, SR.

25 [Signature]  
 26 JULIA E. BALL

27 [Signature]  
 28 HENRY C. TAYLOR

29 [Signature]  
 30 HAZEL H. TAYLOR  
 31

1 STATE OF CALIFORNIA )  
2 COUNTY OF San Diego ) ss.

3  
4 On this 7th day of February, 1955, before me, the  
5 undersigned, a Notary Public in and for said County and State,  
6 residing therein, duly commissioned and sworn, personally appeared  
7 Harold S. McCaughey known to me to be the \_\_\_\_\_ President, and  
8 Stephen S. Turner, known to me to be the \_\_\_\_\_ Secretary of  
9 RANCHO LOS ALISOS, the corporation that executed the foregoing in-  
10 strument, known to me to be the persons who executed the foregoing  
11 instrument on behalf of the corporation therein named, and ac-  
12 knowledged to me that such corporation executed the same.

13 WITNESS my hand and official seal.

14  
15 (NOTARIAL SEAL)

Margaret A. Rutherford  
Notary Public in and for said County  
and State

1 STATE OF CALIFORNIA )  
2 COUNTY OF LOS ANGELES ) ss.

3  
4 On this 4 day of February, 1955, before me, the under-  
5 signed, a Notary Public in and for said County and State, residing  
6 therein, duly commissioned and sworn, personally appeared STEPHEN  
7 C. TURNER and CLIFFORD E. POINDEXTER, known to me to be the persons  
8 whose names are subscribed to the within instrument as co-partners  
9 of TURNER POINDEXTER & CO., the co-partnership that executed the  
10 foregoing instrument, and acknowledged to me that they executed the  
11 same as co-partners of TURNER-POINDEXTER & CO.

12 WITNESS my hand and official seal.

13  
14 (NOTARIAL SEAL)

Rob Nielsen  
Notary Public in and for said County  
and State

MY COMMISSION EXPIRES JAN. 7, 1959  
ROBL. NIELSEN

ROBL. NIELSEN

1 STATE OF CALIFORNIA )  
2 COUNTY OF San Diego ) ss.

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On this 7<sup>th</sup> day of February, 1955, before me, the under-  
signed, a Notary Public in and for said County and State, residing  
therein, duly commissioned and sworn, personally appeared **ELMER H.**  
**BALL, SR.** and **JULIA E. BALL**, known to me to be the persons whose  
names are subscribed to the foregoing instrument, and acknowledged  
to me that they executed the same.

WITNESS my hand and official seal.

(NOTARIAL SEAL)



Luetta M. Griffin  
Notary Public in and for said County  
and State

My Commission Expires June 14, 1955

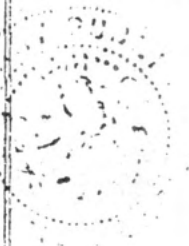
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STATE OF CALIFORNIA )  
COUNTY OF San Diego ) ss.

On this 5<sup>th</sup> day of February, 1955, before me, the under-  
signed, a Notary Public in and for said County and State, residing  
therein, duly commissioned and sworn, personally appeared HENRY C.  
TAYLOR and HAZEL M. TAYLOR, known to me to be the persons whose  
names are subscribed to the foregoing instrument, and acknowledged  
to me that they executed the same.

WITNESS my hand and official seal.

(NOTARIAL SEAL)



Luetta M. Traffin  
Notary Public in and for said County and  
State

My Commission Expires June 14, 1955

DOCUMENT No. 19492  
RECORDED AT REQUEST OF  
SHAW TITLE MORTGAGE & TRUST COMPANY  
FEB 10 1955  
at 9:00 A.M.  
BOOK 5526 PAGE 519  
OFFICIAL RECORDS  
County of San Diego, California  
Fee \$ 7.36 Folios 60  
ROGER M. HOWE, County Recorder  
By H. J. [Signature] Deputy

SUPERSEDED DOCUMENT OF 1970  
Articles of Association and By-Laws of  
YUCCA Improvement Association

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EXTENSION OF TERM OF DECLARATIONS  
OF CONDITIONS AND RESTRICTIONS

I, JOHN KLECKER, state:

I am Secretary of Yucca Improvement Association, an unincorporated association. I hereby certify that all of the members of this association have voted to extend those certain conditions and restrictions recorded February 10, 1955, in Book 5526, page 519 of Official Records of the County of San Diego, State of California and agreed as follows:

"We, the undersigned, are owners of property referred to in those certain conditions and restrictions recorded February 10, 1955, in Book 5526, Page 519 of Official Records of the County of San Diego, State of California, and known as Yucca Improvement Tract, a copy of which is attached hereto and by this reference incorporated herein. By this agreement and declaration, we and each of us extend the term of said conditions and restrictions and redeclare and renew them for a term of ten (10) years to December 31, 1980. We hereby declare that said conditions and restrictions are part of a general plan for the improvement of all of the property described therein and are hereby declared to be a covenant binding on all said property and running with the land for the benefit of each and all of us and our successors, grantees and assigns until December 31, 1980.

/s/ J. E. Edmondson  
/s/ Dorothy B. Graham  
/s/ Mida E. Nimmo  
/s/ Robb M. Nimmo  
/s/ Gladys E. Pascoe  
/s/ Thomas J. Pascoe  
/s/ James E. Watkins  
/s/ Audrey Walden  
/s/ Leonard Lee Walden  
/s/ Albert M. Wynne  
/s/ Barbara C. Wynne  
/s/ Barbara A. Schmid  
/s/ Henry D. Schmid  
/s/ John B. Klecker, individually and as proxy for Paul Pribble  
/s/ Stephen C. Turner, proxy for Peryl E. Ashton  
Arthur Heuck  
Robert Durbin  
Walter Albrecht  
Robert Ingold  
Peter Arth  
  
/s/ Stephen C. Turner for Turner-Poindexter  
/s/ Stephen C. Turner, individually

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- /s/ Margaret F. Turner
- /s/ Stephen C. Turner, proxy for Robert C. Jackson
- /s/ Clifford E. Poindexter
- /s/ Vera E. Lieber Stone
- /s/ James Pascoe
- /s/ Bonnie Pascoe"

All of the above-listed members are owners of record of land included in the Yucca Improvement Tract. The said tract and the real property which is encumbered by above-referred to conditions and restrictions for the extended term to December 31, 1980, is more particularly described on Exhibit A, attached hereto and incorporated herein by reference.

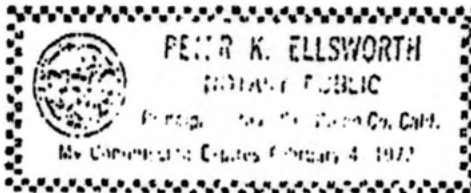
Dated: October 17, 1970.

*John Klecker*  
 \_\_\_\_\_  
 John Klecker

STATE OF CALIFORNIA )  
 ) ss  
 COUNTY OF SAN DIEGO )

On October 17, 1970 before me, the undersigned, a Notary Public in and for said State, personally appeared John Klecker, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.



*Peter K. Ellsworth*  
 \_\_\_\_\_  
 Notary Public in and for  
 Said County & State

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## EXHIBIT A

PARCEL I

The North one-half of the Northeast one-quarter of Section 28 and the South one-half of the Southeast one-quarter of Section 21 in Township 9 South, Range 3 West, San Bernardino Meridian, in the County of San Diego, State of California, according to United States Government Survey approved September 11, 1879, SAVE AND EXCEPT that portion of said above described land set forth, bounded and described as follows:

## A

PARCEL 1: That portion of the Northeast quarter of the Northeast Quarter of Section Twenty-eight, Township Nine South, Range Three West, San Bernardino Base and Meridian, according to United States Government Survey approved September 11, 1879, described as follows:

Beginning at the Northeast corner of said Section Twenty-eight; thence South 2° 32' East along the East line of said Section Twenty-eight, a distance of 1343.85 feet to the Southeast corner of the Northeast Quarter of said Northeast Quarter of said Section Twenty-eight; thence North 89° 49' 40" West along the South line of said Northeast Quarter of the Northeast Quarter of Section Twenty-eight, a distance of 1307.30 feet; thence North 0° 47' 30" West 1340.52 feet to an intersection with the North line of said Section Twenty-eight; thence South 89° 55' 10" East along the North line of said Section Twenty-eight a distance of 1266.44 feet to the point of beginning.

PARCEL 2: That portion of the Southeast Quarter of the Southeast Quarter of Section Twenty-one, Township Nine South, Range Three West, San Bernardino Base and Meridian, according to United States Government Survey approved September 11, 1879, described as follows:

Beginning at the Southeast corner of said Southeast Quarter of Section Twenty-one; thence North 89° 55' 10" West along the South line of said Section Twenty-one a distance of 1266.44 feet; thence North 0° 47' 30" West 10.84 feet; thence South 89° 55' 10" East along a line parallel with the South line of said Section Twenty-one a distance of 1266.31 feet to an intersection with the East line of said Section Twenty-one; thence South 0° 51' 30" East along the East line of said Section Twenty-one, a distance of 10.84 feet to the point of beginning.

## B

That portion of the South Half of the Southeast Quarter of Section 21, Township 9 South, Range 3 West, San Bernardino Meridian, according to United States Government Survey, described as follows:

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Beginning at the Southeast corner of said Section 21; thence North 0° 51' 30" West along the East line of said Section 21 a distance of 10.84 feet to the true point of beginning; thence continuing North 0° 51' 30" West along the East line of said Section 21 a distance of 1351.34 feet to the Northeast corner of the South Half of the Southeast Quarter of Section 21; thence South 89° 51' 20" West along the North line of the South Half of the Southeast Quarter of Section 21 a distance of 123.94 feet to the approximate center of a dry creek bed; thence in a Southwesterly direction along the center line of said creek bed the following courses and distances South 59° 40' 20" West 60.86 feet; thence South 15° 13' 20" West 66.20 feet; thence South 9° 40' 40" West 163.62 feet; thence South 75° 17' 30" West 177.20 feet; thence South 60° 56' 30" West 200.00 feet; thence South 4° 03' 20" West 190.50 feet; thence South 40° 0' 30" West 117.64 feet; thence South 35° 55' 30" West 126.99 feet; thence North 60° 58' 30" West 52.35 feet; thence South 83° 17' 30" West 92.40 feet; thence South 53° 38' 30" West 141.10 feet; thence South 39° 12' 30" West 151.85 feet; thence South 28° 57' 30" West 64.90 feet; thence South 4° 08' 30" West 101.25 feet; thence South 73° 38' 30" West 90.90 feet; thence South 71° 19' 30" West 74.78 feet; thence South 0° 47' 30" East 174.33 feet; thence South 89° 55' 10" East 1266.44 feet on a line parallel to and distant 10.84 feet from the South line of said Section 21 to the true point of beginning.

## PARCEL II

The South one-half of the Northeast one-quarter of Section 28, Township 9 South, Range 3 West, San Bernardino Meridian, in the County of San Diego, State of California, according to United States Government Survey approved September 11, 1879.

## PARCEL III

PARCEL 1: That portion of the Northeast quarter of the Northeast Quarter of Section Twenty-eight, Township Nine South, Range Three West, San Bernardino Base and Meridian, according to United States Government Survey approved September 11, 1879, described as follows:

Beginning at the Northeast corner of said Section Twenty-eight; thence South 2° 32' East along the East line of said Section Twenty-eight, a distance of 1343.85 feet to the Southeast corner of the Northeast Quarter of said Northeast Quarter of said Section Twenty-eight; thence North 89° 49' 40" West along the South line of said Northeast Quarter of the Northeast Quarter of Section Twenty-eight, a distance of 1307.30 feet; thence North 0° 47' 30" West 1340.52 feet to an intersection with the North line of said Section Twenty-eight; thence South 89° 55' 10" East along the North line of said Section Twenty-eight a distance of 1266.44 feet to the point of beginning.

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PARCEL 2: That portion of the Southwest Quarter of the Southeast Quarter of Section Twenty-one, Township Nine South, Range Three West, San Bernardino Base and Meridian, according to United States Government Survey approved Setember 11, 1879, described as follows:

Beginning at the Southwest corner of said Southeast Quarter of Section Twenty-one: thence North 89° 55' 10" West along the South line of said Section Twenty-one a distance of 1266.44 feet; thence North 0° 47' 30" West 10.84 feet: thence South 89° 55' 10" East along a line parallel with the South line of said Section Twenty-one a distance of 1266.31 feet to an intersection with the East line of said Section Twenty-one; thence South 0° 51' 30" East along the East line of said Section Twenty-one, a distance of 10.84 feet to the point of beginning.

PARCEL IV

That portion of the South Half of the Southeast Quarter of Section 21, Township 9 South, Range 3 West, San Bernardino Meridian, according to United States Government Survey, described as follows:

Beginning at the Southeast corner of said Section 21; thence North 0° 51' 30" West along the East line of said Section 21 a distance of 10.84 feet to the true point of beginning; thence continuing North 0° 51' 30" West along the East line of said Section 21 a distance of 1351.34 feet to the Northeast corner of the South Half of the Southeast Quarter of Section 21; thence South 89° 51' 20" West along the North line of the South Half of the Southeast Quarter of Section 21 a distance of 123.94 feet to the approximate center of a dry creek bed; thence in a Southwesterly direction along the center line of said creek bed the following courses and distances: South 59° 40' 20" West 60.86 feet; thence South 15° 13' 20" West 66.20 feet; thence South 9° 40' 40" West 163.62 feet; thence South 75° 17' 30" West 177.20 feet; thence South 60° 56' 30" West 200.00 feet; thence South 4° 03' 20" West 190.50 feet; thence South 40° 0' 30" West 117.64 feet; thence South 35° 55' 30" West 126.99 feet; thence North 60° 58' 30" West 52.85 feet; thence South 83° 17' 30" West 92.40 feet; thence South 53° 39' 30" West 141.10 feet; thence South 39° 12' 30" West 151.85 feet; thence South 28° 57' 30" West 64.90 feet; thence South 4° 08' 30" West 101.25 feet; thence South 73° 38' 30" West 90.90 feet; thence South 71° 19' 30" West 74.78 feet; thence South 0° 47' 30" East 174.33 feet; thence South 89° 55' 10" East 1266.44 feet on a line parallel to and distant 10.84 feet from the South line of said Section 21 to the true point of beginning.

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DECLARATION OF CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF CONDITIONS AND RESTRICTIONS, made this 4th day of February, 1955, by RANCHO LOS ALISOS, a corporation, TURNER-POINDEXTER & CO., a co-partnership composed of Stephen C. Turner and Clifford Poindexter, ELMER H. BALL, SR. and JULIA E. BALL, his wife, and HENRY C. TAYLOR and HAZEL M. TAYLOR, his wife,

W I T N E S S E T H:

THAT WHEREAS, Rancho Los Alisos, Turner-Poindexter & Co., Elmer H. Ball, Sr. and Julia E. Ball, Henry C. Taylor and Hazel M. Taylor, are the respective owners as hereinafter set forth of the following described parcels of real property referred to as Parcels I, II, III and IV, situated in the County of San Diego, State of California, to wit:

PARCEL I

(Legal Description Omitted)

RECORD OWNER: Rancho Los Alisos, a corporation

PARCEL II

(Legal Description Omitted)

RECORD OWNER: Turner-Poindexter & Co., a co-partnership composed of Stephen C. Turner and Clifford E. Poindexter.

PARCEL III

(Legal Description Omitted)

RECORD OWNER: Elmer H. Ball, Sr. and Julia E. Ball, his wife.

PARCEL IV

(Legal Description Omitted)

RECORD OWNER: Henry C. Taylor and Hazel M. Taylor, his wife.

and

WHEREAS, said owners, being collectively the owners of said Parcels I, II, III and IV, as above set forth, desire to establish a general plan for the improvement and development of the above described parcels or lots (hereinafter called "said Tract") for the mutual benefit of said owners and their subsequent grantees, successors and assigns, and for the purpose of creating and maintaining said Tract as an attractive and desirable location or area for the construction and maintenance of rural homes and the raising of plants, planted trees and groves on lots or parcels comprising said Tract, restricted to a minimum size or acreage as hereinafter mentioned and set forth; and

WHEREAS, said Tract shall hereinafter be known as "YUCCA IMPROVEMENT TRACT" and the conditions and restrictions herein

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and hereby created and imposed on said Tract pursuant to the general plan set forth herein for the improvement thereof are designed for the mutual benefit of each and every lot or parcel contained therein and as a covenant binding upon each said lot and parcel running with the land for the benefit of each and all of the lots or parcels contained in said Tract and of each and all of the owners thereof, or any interests therein, and each of their respective grantees, successors in interest and assigns, and said conditions and restrictions shall inure to the benefit of and pass with each and every lot or parcel in said Tract and shall be and are hereby imposed upon said Tract as a servitude in favor of each and every lot or parcel in said Tract as the dominant tenement or tenements, as hereinafter set forth:

## SPECIAL CONDITIONS AND RESTRICTIONS

1. No parcel or lot shall be divided into an area of less than two and one-half (2½) acres and no parcel or lot shall be sold, leased, transferred, mortgaged, encumbered, owned, held or conveyed, except as one or more parcels or lots, each having an area of at least two and one-half (2½) acres.

2. No lot or parcel contained in said Tract shall be used in whole or in part for any purpose other than:

- (a) Single, private, residential purposes;
- (b) Agricultural purposes consisting of raising, growing and maintaining trees, groves, plants, flowers and crops, and maintaining and operating nurseries for the growing and raising of trees, plants and flowers.

3. No building shall henceforth be placed or erected on any lot or parcel contained in said Tract other than one single family dwelling and garage, and such other buildings or structures as are suitable or necessary for the purpose for which said Tract is permitted to be used, including one or more hothouses, greenhouses or structures incident to the maintenance and operation of a nursery for the growing and raising of trees, plants and flowers, and including the erection and maintenance of any guest house or housing accommodations for domestic servants employed on the premises.

4. No part or portion of said Tract or any lot or parcel contained therein shall be used for purposes of commercial animal husbandry. No livestock or poultry shall be raised, kept or maintained on the whole or any part of said Tract or on any lot or parcel contained therein for commercial purposes or for purposes of resale.

5. Before any building or other structure shall henceforth be erected or placed upon said Tract or any lot or parcel contained therein, plans and specifications therefor, together with an accurate diagram showing the location thereof on said lot or parcel, and together with a statement showing the ground floor area thereof (if a building) and the estimated cost thereof, shall be submitted and approved in writing by a Committee of not less than three nor more than five members appointed by the owners of a majority in acreage of the lots and parcels comprising said Tract, and no building or structure shall be erected or maintained upon any said lot or parcel except in accordance with the plans, specifications and diagram so submitted and approved. The Committee before giving any such approval may require that said plans and specifications shall comply with such requirements as the Committee

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may in its absolute discretion impose as to structural features of said building or structure, the type of building material used, or other features or characteristics of said building or structure not otherwise expressly covered by any of the provisions of this instrument, and may also require that the exterior finish and color and the architectural style or character of said building or structure shall be such as in the discretion of the Committee shall be deemed to be suitable in view of the general architectural style and character of building erected or to be erected upon said Tract. The Committee also shall have authority to limit the height of all buildings and structures which are not controlled as to height by any other provision hereof. No such approval shall constitute any representation or guaranty by the Committee as to the structural sufficiency of any said building, nor shall any such approval relieve the owner of said building from complying with any requirement of any public authority having jurisdiction in the premises. The decision of the Committee when so acting upon any such plans, specifications and diagram shall be final and no building or structure of any character shall be erected, placed or maintained upon any said lot or parcel unless and until approved as in this paragraph required. Such approval shall be in writing and whenever practical shall be endorsed upon said plans, specifications and diagrams. Notwithstanding anything to the contrary hereinabove in this paragraph contained, all of the foregoing provisions of this paragraph with respect to submission and approval of plans, specifications and diagrams, and the necessity and consequences thereof, shall in all respects apply to any said Committee when acting and to all plans, specifications and diagrams submitted to said Committee. A decision of a majority of the members of the Committee shall be required in respect to all matters requiring under the provisions hereof, or otherwise, the vote or approval of said Committee.

Each owner of one or more lots or parcels contained in said Tract shall by virtue thereof be entitled to membership in an unincorporated association known as "YUCCA IMPROVEMENT ASSOCIATION" and the record ownership of each one full acre of land contained in said Tract by an owner of record of one or more lots or parcels contained therein shall entitle such owner to one vote for each such acre owned of record by such owner in respect to all matters requiring a vote of the members of said Association, including the election or appointment of the above mentioned Committee consisting of not less than three nor more than five members of said Association. The same requirements in respect to membership and voting rights of members shall apply and be controlling in respect to said Yucca Improvement Association in the event that said Association should subsequently become incorporated as a non-profit corporation under the laws of the State of California.

6. Whenever construction of any building or structure shall be begun on any lot or parcel contained in said Tract, the owner of such building or structure shall cause such construction to be prosecuted in good faith with reasonable diligence until completion thereof. After its construction every such building or structure shall at all times be maintained in proper repair and appearance.

7. No fence shall be erected on said Tract or on any lot or parcel contained therein, except within duly designated setback lines, and any such fence, if constructed of wire, shall be of a type known as Cyclone Fence, or equal, properly constructed to manufacturers' specifications. Save and except for the aforementioned type of fence constructed of wire and known as a Cyclone Fence, no other type of fence, whether constructed of wood or otherwise, shall be erected, except within duly designated setback

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lines, and no such fence shall be erected or maintained

- (a) along or parallel to the boundary line or boundary lines between any two separately owned lots or parcels of land contained in said Tract, or
- (b) as a means of enclosure of any such lot or parcel of land along any roadway or elsewhere,

without the express approval in writing of the aforementioned Committee being first had and obtained.

8. No temporary or movable housing structures, such as trailers, trailer shacks, tents, or any other similar type of living quarters or housing enclosure or structure of any nature or character shall be placed, maintained, erected or permitted to be placed, maintained or erected on, upon or within the area of any portion of said Tract or any lot or parcel contained therein, save and except incidental to and by reason of, and solely during, but only during, the construction or erection on any lot or parcel of a permanent single private family residence permitted by this Declaration of Conditions and Restrictions and following the erection and completion of any such permanent single private family residence, any such temporary or movable trailer, trailer shack, tent, or temporary or movable structure, shall promptly and permanently be removed from said Tract.

GENERAL CONDITIONS AND PROVISIONS

This Declaration of Conditions and Restrictions may be supplemented or amended by a vote of not less than two-thirds (2/3rds) of the members of said Yucca Improvement Association, each of whom shall be owners of record of the lots or parcels comprising said Tract. Pursuant to any such supplement or amendment to this Declaration of Conditions and Restrictions duly adopted by said two-thirds (2/3rds) vote of the members of said Association, the description of the land covered hereby and subject hereto may be modified and supplemented so as to add to the description of the property covered by this Declaration of Conditions and Restrictions additional specifically described property or parcels of land which shall be contiguous to one or more of the boundary lines of said Tract as such Tract is now or henceforth may be constituted and described.

This Declaration of Conditions and Restrictions, including each and all of the foregoing Special Conditions and Restrictions numbered 1 to 8, inclusive, shall in all respects terminate and be of no further force or effect, either legal or equitable, on and after the 31st day of December, 1970, save and except that the term and expiration date of this Declaration of Conditions and Restrictions may be extended for an additional term of ten (10) years by a vote of not less than two-thirds (2/3rds) of the members of said Yucca Improvement Association, each of whom shall be owners of record of the lots or parcels comprising said Tract.

Any breach of any of the conditions, restrictions, provisions or covenants contained in this instrument shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value on said Tract, or any portion thereof, but said conditions, restrictions, provisions and covenants shall be binding upon and effective against any owner of any part or portion of said Tract or any lot or parcel contained therein whose title thereto is acquired by judicial foreclosure, trustee's sale under the power of sale provisions contained in any mortgage or deed of trust, or by any other means. The invalidation by judgment

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or court order of any of the conditions, restrictions, provisions or covenants contained herein shall in nowise affect or render invalid any of the other conditions, restrictions, provisions or covenants contained herein, but on the contrary, the same shall remain in full force and effect.

Any violation of any of the conditions, restrictions, provisions or covenants herein contained shall give and confer upon the owners executing this instrument and/or Yucca Improvement Association the right to enter upon any parcel or lot or as to which such violation exists and to abate and remove at the expense of the owner thereof, any erection, thing or condition that may exist constituting a breach or violation of these conditions and restrictions. Any such violation or breach of these conditions and restrictions or any of the provisions and covenants herein contained shall be deemed to constitute a continuing nuisance, and damages at law for the violation or breach thereof are hereby declared to be inadequate and incapable of ascertainment, and the owners executing this instrument and/or Yucca Improvement Association, or the record owner of any lot or parcel deeming himself to be aggrieved by any violation of any of said conditions, restrictions, provisions or covenants herein contained shall be entitled to equitable or injunctive relief to enforce the performance of the conditions, restrictions, provisions or covenants hereof and to restrain and prevent the violation or breach thereof, provided, however, that no action based upon or arising out of the breach or violation of any condition, restriction, provision or covenant herein contained, shall be commenced by any owner of any lot or parcel contained in said Tract against said Association or against any owner of any other lot or parcel contained in said Tract, unless thirty (30) days' notice in writing by such owner proposing to institute such action has been furnished to said Association or said owner of any other lot or parcel contained in said Tract against whom such action is proposed to be instituted. During said thirty (30) day period following the furnishing of such written notice said Association or said owner, as the case may be, against whom said action is to be instituted, shall be permitted to cure or rectify any such alleged breach or violation of said conditions, restrictions, provisions or covenants herein contained.

IN WITNESS WHEREOF, said undersigned owners have caused this instrument to be duly executed the day and year first above written.

(CORPORATE SEAL)

RANCHO LOS ALISOS, a corporation

By (Signed) Harold S. McCaughey, Pres.

By (Signed) Stephen C. Turner, Sec.

TURNER-POINDEXTER & CO., a co-partnership

By (Signed) Stephen C. Turner

By (Signed) Clifford E. Poindexter

(Signed) Elmer H. Ball, Sr.

(Signed) Julia E. Ball

(Signed) Henry C. Taylor

(Signed) Hazel M. Taylor

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ARTICLES OF ASSOCIATION AND BY-LAWS

of

YUCCA IMPROVEMENT ASSOCIATION

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, citizens and residents of the State of California, have this day voluntarily associated ourselves together for the purpose of forming a non-profit cooperative unincorporated association, and to that end we hereby certify:

ARTICLE I

Name

That the name of this Association shall be:

YUCCA IMPROVEMENT ASSOCIATION

ARTICLE II

Purposes and Objective

That the purposes for which said Association is formed are:

(a) To interest and unite all property owners of the Yucca Improvement Tract with the objective of creating community interest and a combined effective influence upon matters pertaining to the development, welfare and beautification of said Yucca Improvement Tract; and

(b) To support and assist in carrying out and causing to be carried out the conditions, restrictions, provisions and covenants contained in that certain Declaration of Conditions and Restrictions covering the Yucca Improvement Tract (hereinafter sometimes called "said Tract") in the County of San Diego, State of California, which said Tract is now composed of separate parcels owned of record by the undersigned. Said Declaration of Conditions and Restrictions is executed by the undersigned and filed or about to be filed for record in the office of the County Recorder of San Diego County, California.

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ARTICLE III

Membership

The members of this Association shall comprise and constitute the owners of record of one or more parcels or lots located within and as a part of the Yucca Improvement Tract in the County of San Diego, State of California, which said Tract is now composed of separate parcels owned of record by the undersigned.

ARTICLE IV

Meetings

(a) Regular Annual Meetings: Regular annual meetings and elections shall be held each year on the second Saturday of each February, at a time and place to be designated by the Board of Directors. Members shall be notified by the Secretary at least ten (10) days in advance of each annual meeting.

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(b) Special Meetings: Special meetings of the Board of Directors shall be called by the President or by members collectively owning of record at least 25 acres of said Yucca Improvement Tract. At least five (5) days' notice of such special meeting shall be given by the Secretary in advance of the date of each special meeting, which said notice shall state the purpose of the called special meeting.

#### ARTICLE V

##### Elections

(a) Board of Directors: The management of the Association and the governing of its business and affairs shall be vested in a Board of Directors consisting of five (5) persons elected as set forth in this Article V. The term of office of each member of the Board of Directors shall be for one year or until such member's successor has qualified and accepted office.

At the annual meeting of the members of this Association the names of five candidates for the new Board of Directors for the ensuing year shall be presented by or on behalf of a Nominating Committee appointed by the President. Nominations shall also be permitted to be made from the floor. The five persons receiving the highest number of votes by written ballot, unless otherwise agreed or specified, shall constitute the new Board of Directors which shall assume office at the end of said annual meeting.

(b) Committee governing administration and enforcement of Declaration of Conditions and Restrictions: In recognition of the Declaration of Conditions and Restrictions, which is referred to in Article II above, and which contemplates the election and creation of a property owner's Committee consisting of at least three and not more than five owners of record of one or more lots or parcels contained in said Yucca Improvement Tract, the membership of said Committee shall be and is hereby provided to be elected annually to govern and cause to be carried out the terms of said Declaration of Conditions and Restrictions. Said Committee shall be elected by written ballot by a majority of the members present at the annual meeting of the membership of said Association at which not less than one-third (1/3rd) of said membership shall be present. Each member of said Committee shall, either alone or in conjunction with one or more other persons, be the owner of one or more parcels or lots contained in said Yucca Improvement Tract. A Chairman of said Committee shall be designated from the members thereof by a majority vote of said Committee.

#### ARTICLE VI

##### Officers

(a) Election: Immediately following the annual meeting of the membership of the Association the Board of Directors shall meet and elect a President, Vice President, Secretary and Treasurer who shall hold office until their successors are elected and accepted for the office or until the next annual election.

(b) Duties: The duties of the officers shall be such as their titles by general usage indicate and as may be assigned to them by the Board of Directors, subject however to the restrictions contained in Article VIII hereinbelow.

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ARTICLE VII

Dues and Assessments

(a) Dues: Members of the Association shall pay annual dues and abide by the Articles of Association and By-Laws of this Association. Said dues shall not exceed the sum of \$5.00 per annum.

(b) Assessments: The Board of Directors with the written approval or vote of at least two-thirds (2/3rds) of the members of this Association may levy assessments on a per acre basis to carry out the purposes and objectives of said Association and the development and betterment of said Tract. Said assessment shall not exceed the sum of \$10.00 per acre per year in respect to any member of this Association. Each member shall be furnished by the Board of Directors in writing with the proposed project requiring the levy of assessments together with a ballot and a written notification of such assessment. For the purpose of fixing dues or assessing assessments two or more members owning one or more lots or parcels as joint tenants, tenants in common or as husband and wife, shall be treated as one member.

ARTICLE VIII

Restriction On Incurring Debts

Neither the Board of Directors nor any member or officer of this Association shall have the power or authority to incur or create on behalf of this Association, in its name, or otherwise, any indebtedness or loan whatever, or to cause any credit to be extended to or in the name of this Association. All expenditures made by this Association shall be strictly on a cash basis from and out of moneys or funds on hand in its treasury derived from the levy and collection of dues or assessments or by means of donations.

ARTICLE IX

Amendments

These Articles of Association and By-Laws may be amended at any regular meeting of the members of this Association or at any special meeting of said members called for that purpose, provided that no amendment shall be voted upon unless the same is filed with the Secretary at least ten (10) days before the meeting at which it is to be submitted. At least five (5) days' notice of such proposed amendment shall be given to all members of the Association containing a full statement of such amendment, and provided further that no amendment shall be passed or adopted unless there are at least one-third (1/3rd) or more of the total membership of the Association present at the meeting and further unless at least two-thirds (2/3rds) of the members present at said meeting vote in favor of said Amendment.

ARTICLE X

Subsequent Incorporation of  
Yucca Improvement Association

(a) This Association may be and become incorporated at any time as a non-profit corporation under the laws of the State of California by a vote of at least a majority of the members of said Association present at an annual or special meeting of such members, provided that at least one-third (1/3rd) of the membership shall be present at such meeting.

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No 234199

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(b) Upon this Association becoming incorporated, said Association shall ipso facto cease to exist as an unincorporated Association.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed this 4th day of February, 1955.

(CORPORATE SEAL)

RANCHO LOS ALISOS, a corporation

By (Signed) Harold S. McCaughey, Pres.

By (Signed) Stephen C. Turner, Sec.

TURNER-POINDEXTER & CO., a co-partnership

By (Signed) Stephen C. Turner

By (Signed) Clifford E. Poindexter

(Signed) Elmer H. Ball, Sr.

(Signed) Julia E. Ball

(Signed) Henry C. Taylor

(Signed) Hazel M. Taylor

No 234199  
14

23-1199

ATTORNEY

Return to:

PETER K. ELLSWORTH  
ATTORNEY AT LAW

SCALES, PATTON,  
ELLSWORTH & CORBETT

TELEPHONE 234-9181  
1150 FIRST NATIONAL BANK BUILDING  
SAN DIEGO

1246



# AMENDMENT 1 OF 1997

PLEASE COMPLETE THIS INFORMATION.

RECORDING REQUESTED BY:

R. William Ferrante

AND WHEN RECORDED MAIL TO:

R. William Ferrante  
Attorney at Law  
5256 S. Mission Road, Suite 134  
Bonsall, CA 92003

879

DOC # 1997-0069772  
14-FEB-1997 01:20 PM

OFFICIAL RECORDS  
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GREGORY SMITH - COUNTY RECORDER  
RF: 26.00 FEES: 136.00  
AF: 43.00  
MF: 1.00  
MISC: 66.00

THIS SPACE FOR RECORDER'S USE ONLY

AMENDMENT NO. 1, DECLARATION OF CONDITIONS AND  
RESTRICTIONS OF YUCCA IMPROVEMENT ASSOCIATION

(Please fill in document title(s) on this line)

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION  
(Additional recording fee applies)

9/95  
Rec. Form #R25

880

AMENDMENT NO. 1  
DECLARATION OF CONDITIONS AND RESTRICTIONS  
OF  
YUCCA IMPROVEMENT ASSOCIATION

We, the undersigned, are owners of property referred to in that certain Declaration of Conditions and Restrictions recorded on February 10, 1955 in Book 5526, page 519 of Official Records of the County of San Diego, State of California, and known as the Yucca Improvement Tract, a copy of which is attached hereto as Exhibit A, as extended on July 30, 1990 and recorded on August 8, 1990 as document 90-433479 of the Official Records of the County of San Diego, State of California, a copy of which is attached hereto as Exhibit B. Exhibits A and B by this reference are incorporated herein. By this agreement and declaration, we and each of us amend said Declaration of Conditions and Restrictions as set forth below. We hereby declare that said conditions and restrictions, as amended, are part of a general plan for the improvement of all of the property described therein and are hereby declared to be a covenant binding on all said property and running with the land for the benefit of each and all of us and our successors, grantees and assigns until December 31, 2000. We further agree and declare that the said conditions and restrictions may be extended for additional terms of ten (10) years by votes of not less than two-thirds (2/3) of the total membership votes of said Yucca Improvement Association as further set forth in this amendment.

1. Paragraph 5 of SPECIAL CONDITIONS AND RESTRICTIONS is deleted and the following is inserted in its stead:

"5. Before any building or other structure shall henceforth be erected or placed upon said Tract or any lot or parcel contained therein, plans and specifications therefor, together with an accurate diagram showing the location thereof on said lot or parcel, and together with a statement showing the ground floor area thereof (if a building) and the estimated cost thereof, shall be submitted and approved in writing by a Committee of not less than three nor more than five members appointed by a majority of the owners of the lots or parcels comprising said Tract. (An owner of one or more lots or parcels shall be counted as one owner for voting purposes). No building or structure shall be erected or maintained upon any said lot or parcel except in accordance with the plans, specifications and diagram so submitted and approved. The Committee before giving any such approval may require that said plans and specifications shall comply with such requirements as the Committee may in its absolute discretion impose as to structural features of said building or structure, the type of building material used, or other features or characteristics of said building or structure not otherwise expressly covered by any of the provisions of this instrument, and may also require that the exterior finish and color and the architectural style or character of said building or structure shall be such as in the discretion of the Committee shall be deemed to be suitable in view of the general architectural style and character

of building erected or to be erected upon said Tract. The Committee also shall have authority to limit the height of all buildings and structures which are not controlled as to height by any other provision hereof. No such approval shall constitute any representation or guaranty by the Committee as to the structural sufficiency of any said building, nor shall any such approval relieve the owner of said building from complying with any requirement of any public authority having jurisdiction in the premises. The decision of the Committee when so acting upon any such plans, specifications and diagram shall be final and no building or structure of any character shall be erected, placed or maintained upon any said lot or parcel unless and until approved as in this paragraph required. Such approval shall be in writing and whenever practical shall be endorsed upon said plans, specifications and diagrams. Notwithstanding anything to the contrary hereinabove in this paragraph contained, all of the foregoing provisions of this paragraph with respect to submission and approval of plans, specifications and diagrams, and the necessity and consequences thereof, shall in all respects apply to any said Committee when acting and to all plans, specifications and diagrams submitted to said Committee. A decision of a majority of the members of the Committee shall be required in respect to all matters requiring under the provisions hereof, or otherwise, the vote or approval of said Committee.

Each owner of one or more lots or parcels contained in said Tract shall by virtue thereof be entitled to one membership in an unincorporated association known as "YUCCA IMPROVEMENT ASSOCIATION". Said ownership shall entitle such owner to one vote in respect to all matters requiring a vote of the members of said Association, including the election or appointment of the above mentioned Committee consisting of not less than three nor more than five members of said Association. The same requirements in respect to membership and voting rights of members shall apply and be controlling in respect to said YUCCA IMPROVEMENT ASSOCIATION in the event that said Association should subsequently become incorporated as a non-profit corporation under the laws of the State of California."

2. The first full paragraph under GENERAL CONDITIONS AND PROVISIONS is deleted and the following is inserted in its stead:

"The owner of record of one or more lots or parcels of land contained in said Tract shall be entitled to one membership in the Association. Said Association member shall be entitled to one vote in any matter of the Association requiring a vote. The total "voting power" of the Association shall be that number of votes which is equal to the total number memberships.

No meeting of the Association's general membership shall take place unless a majority of the total voting power of the Association is present at the meeting. Except for amendments to this Declaration of Conditions and Restrictions, all matters of the Association required to be approved by the Association shall require a vote of a majority of the Association's total voting power.

# AMENDMENT 2 OF 2006

PLEASE COMPLETE THIS INFORMATION.

RECORDING REQUESTED BY:

Ralph Cox  
Secretary Yucca Improvement Association

AND WHEN RECORDED MAIL TO:

Ralph Cox  
1246 Via Vista  
Fallbrook, Ca 92028

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3P  
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DOC # 2006-0161135



MAR 08, 2006 2:31 PM

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SAN DIEGO COUNTY RECORDER'S OFFICE  
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FEES: 19.00  
PAGES: 3



2006-0161135

THIS SPACE FOR RECORDER'S USE ONLY

Amendments to the Articles of Association and By-Laws of Yucca Improvement Association

IN WHITNESS WHEREOF, the undersigned have caused this instrument to be duly executed this 26<sup>th</sup> day of January, 2006.

By (Signed) Ralph Cox

*Ralph Cox* 1/26/06  
Secretary Yucca Improvement Association

PLEASE COMPLETE THIS INFORMATION.

RECORDING REQUESTED BY:

Ralph Cox  
Secretary Yucca Improvement Association

AND WHEN RECORDED MAIL TO:

Ralph Cox  
1246 Via Vista  
Fallbrook, Ca 92028

THIS SPACE FOR RECORDER'S USE ONLY

Amendments to the Articles of Association and By-Laws of Yucca Improvement Association

The following are amendments to Articles IV (a), V (a), VI (a) & VII (a) of the Articles of Association and By-Laws of Yucca Improvement Association.

Article V (a)  
Meetings

- (a) Regular Meetings: Regular annual meetings and shall be held each year during the first Quarter, at a time and place to be designated by the Board of Directors. Members shall be notified by the Secretary at least (10) days in advance of each annual meeting.

Article V  
Elections

- (a) Board of Directors: The management of the Association and the governing of its business and affairs shall be vested in a Board of Directors consisting of five (5) persons elected as set forth in this Article V. The term of office of each member of the Board of Directors shall be for 2 years with a 3 term option or until such successor has qualified and accepted office.

Article VI  
Officers

- (a) Election: Immediately following the annual meeting of the membership of the Association, the Board of Directors shall meet and elect a President, Vice President, Secretary and Treasurer who shall hold office for (2) two years until their successors are elected and accepted for the office or until the next annual election.

Article VII  
Dues and Assessments

- (a) Dues: Members of the Association shall pay annual dues and abide by the Articles of Association and By-Laws of this Association. Said dues of \$5.00 were increased to \$10.00 during the 2003 annual meeting then said dues were increased from \$10.00 to \$20.00 during the 2004 annual meeting. \$20.00 dues begin 2005.

Doc # 234199 DATED 12-21-70

State of California }  
County of San Diego } ss.

CALIFORNIA ALL-PURPOSE  
CERTIFICATE OF ACKNOWLEDGMENT

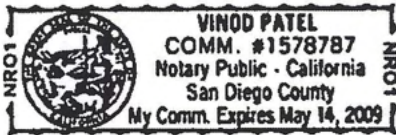
On January 26<sup>th</sup> 2006, before me, VINOD PATEL, Notary Public  
Date Printed Name of Notary Public

personally appeared Ralph E. Cox  
Printed Name(s) of Signer(s)

- personally known to me - or -
- proved to me on the basis of satisfactory evidence:
  - form(s) of identification CA DRIVER LICENSE
  - credible witness(es) \_\_\_\_\_

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Vinod Patel  
Signature of Notary Public

(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Amendments to the Articles of Ass. & By-Laws of Yucca Improvement containing 2 pages, and dated 1/16/06 Ass.

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) Secretary  
Title(s)
- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: \_\_\_\_\_

representing: \_\_\_\_\_  
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

- Additional Signer(s)
- Signer(s) Thumbprint(s)
- Other