

**BYLAWS**  
**OF**  
**THE BRIDGES COMMUNITY ASSOCIATION**

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# BYLAWS

## OF

### THE BRIDGES COMMUNITY ASSOCIATION

#### ARTICLE I

##### 1. General Plan of Ownership.

###### 1.1. Name.

The name of the corporation is The Bridges Community Association, hereinafter referred to as the "Master Association." The principal office of the Master Association shall be located in San Diego County, California.

###### 1.2. Application.

The provisions of these Bylaws are applicable to the phased planned residential development known as The Bridges at Rancho Santa Fe, located in the County of San Diego, State of California (the "Properties"). All present and future Owners, tenants, employees, and any other person who might use the facilities of the Properties in any manner, are subject to the regulations set forth in these Bylaws and in the Master Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for The Bridges at Rancho Santa Fe (the "Master Declaration" herein) Recorded or to be Recorded in the Official Records of San Diego County and applicable to the Properties. The acquisition or occupancy of any Lot in the Properties will signify that these Bylaws are accepted, ratified, and will be complied with.

###### 1.3. Definitions.

Unless otherwise provided herein, the capitalized terms in these Bylaws have the same meanings as are given to such terms in the Master Declaration.

#### ARTICLE II

##### 2. Voting By Master Association Membership.

###### 2.1. Classes of Voting Membership.

The Master Association has three (3) classes of Membership as described in the Master Declaration.

###### 2.2. Majority of Quorum.

Unless otherwise provided in the Restrictions, any action which may be taken by the Master Association may be taken by a majority of a quorum of the Members.

2.3. Quorum.

Except as otherwise provided in these Bylaws, the presence in person or by proxy of twenty percent (20%) of the Master Association's voting power constitutes a quorum of the Membership. Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, if any action taken (other than adjournment) is approved by at least a majority of the Members required to constitute a quorum. If a meeting is actually attended, in person or by proxy, by Members having less than one-third (1/3rd) of the Master Association's voting power, then no matter may be voted upon except such matters notice of the general nature of which was given pursuant to Section 3.5 hereof. No action by the Members on any such matter is effective if the votes cast in favor are fewer than the minimum number of votes required by the Restrictions to approve such an action.

2.4. Proxies.

Votes may be cast in person or by proxy. Proxies must be in writing and filed with the Secretary in advance of each meeting. Every proxy is revocable and automatically ceases after completion of the meeting for which the proxy was filed. Any form of proxy or written ballot distributed by any person to the Members must afford the opportunity to specify a choice between approval and disapproval of each matter or group of matters to be acted upon, except it is not mandatory that a candidate for election to the Board be named in the proxy or written ballot. The proxy or written ballot must provide that, when the Member specifies a choice, the vote shall be cast in accordance with that choice. The proxy must also identify the person or persons authorized to exercise the proxy and the length of time it will be valid. No proxy is valid with respect to a vote on any matter described in Section 5613(f) of the California Corporations Code unless the general nature of the proposal was set forth in the proxy.

ARTICLE III

3. Administration.

3.1. Master Association Responsibilities.

In accordance with the Master Declaration, the Master Association is responsible for administering the Properties, maintaining and repairing the Master Common Area, approving the Budget, establishing and collecting all assessments authorized under the Master Declaration, and arranging for overall architectural control of the Properties.

3.2. Place of Meetings of Members.

Meetings of the Members shall be held on the Properties or such other suitable place as proximate thereto as practical and convenient to the Members as designated by the Board.

3.3. Annual Meetings of Members.

The first annual meeting of Members shall be held within six (6) months after the first Close of Escrow for the sale of a Lot in the Properties. Thereafter, the annual meetings shall be held on or

about the anniversary date of the first annual meeting. Each first Mortgagee may designate a representative to attend all annual meetings.

#### 3.4. Special Meetings of Members.

The Board shall call a special meeting of the Members (a) as directed by resolution of a majority of a quorum of the Board, (b) by request of the President of the Master Association, or (c) upon receipt of a petition signed by Members representing at least five percent (5%) of the Master Association's total voting power. The Secretary shall give notice of any special meeting within twenty (20) days after adoption of such resolution or receipt of such request or petition. The notice must state the date, time and place of such meeting and the general nature of the business to be transacted. The special meeting must be held not less than thirty-five (35) nor more than ninety (90) days after adoption of such resolution or receipt of such request or petition. No business may be transacted at a special meeting except as stated in the notice. Each first Mortgagee may designate a representative to attend all special meetings.

#### 3.5. Notice.

The Secretary shall send a notice of each annual or special meeting by first-class mail, stating the purpose thereof as well as the day, hour and place where it is to be held, to each Member of record and to each first Mortgagee who has filed a written request for notice with the Secretary, at least ten (10) but not more than thirty (30) days prior to such meeting. The notice may set forth time limits for speakers and nominating procedures for the meeting. The notice must specify those matters the Board intends to present for action by the Members, but, except as otherwise provided by law, any proper matter may be presented at the meeting for action. The notice of any meeting at which Directors are to be elected must include the names of all nominees at the time the notice is given to Members. The mailing of a notice, postage prepaid, in the manner provided in this Section, shall be considered notice served, forty-eight (48) hours after said notice has been deposited in a regular depository of the United States mail. Such notice must be posted in a conspicuous place on the Master Common Area and is deemed served upon a Member upon posting if no address has been then furnished the Secretary.

Notwithstanding any other provision of these Bylaws, approval by the Members of any of the following proposals, other than by unanimous approval of those Members entitled to vote, is not valid unless the general nature of the proposal was stated in the notice or in any written waiver of the notice: (a) removing a Director without cause; (b) filling vacancies on the Board; (c) approving a contract or transaction between the Master Association and one or more Directors, or between the Master Association and any entity in which a Director has a material financial interest; (d) amendment of the Articles; or (e) electing to wind up and dissolve the Master Association.

#### 3.6. Record Dates.

The Board may fix a date as a record date for the determination of the Members entitled to notice of any meeting of Members. The record date so fixed must be not less than ten (10) nor more than sixty (60) days prior to the date of the meeting. If the Board does not fix a record date for

notice to Members, the record date for notice is the close of business on the business day preceding the day on which notice is given. In addition, the Board may fix a date in the future as a record date for the determination of the Members entitled to vote at any meeting of Members. The record date so fixed must be not less than ten (10) nor more than sixty (60) days prior to the date of the meeting. If the Board does not fix a record date for determining Members entitled to vote, Members on the day of the meeting who are otherwise eligible to vote are entitled to vote at the meeting.

### 3.7. Adjourned Meetings.

If any meeting of Members cannot be organized because a quorum is not present, a majority of the Members who are present, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the original meeting date, at which meeting the quorum requirement is the presence in person or by proxy of Members holding at least ten percent (10%) of the Master Association's voting power. Such an adjourned meeting may be held without the notice required by Section 3.5 if notice thereof is given by announcement at the meeting at which such adjournment is taken.

### 3.8. Order of Business.

Meetings of Members must be conducted in accordance with a recognized system of parliamentary procedure or such parliamentary procedures as the Master Association may adopt. The order of business at all meetings of the Members is as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) election of inspector of election (at annual meetings or special meetings held for such purpose); (g) election of Directors (at annual meetings or special meetings held for such purpose); (h) unfinished business; and (i) new business.

### 3.9. Action Without Meeting.

Any action which may be taken at a meeting of the Members (except for the election of Directors) may be taken without a meeting by written ballot of the Members. Ballots must be solicited in the same manner as provided in Section 3.5 for the giving of notice of meetings of Members. Such solicitations must specify (a) the number of responses needed to meet the quorum requirements, (b) the percentage of approvals necessary to approve the action, and (c) the time by which ballots must be received in order to be counted. The form of written ballot must afford an opportunity to specify a choice between approval and disapproval of each matter and must provide that, where the Member specifies a choice, the vote shall be cast in accordance therewith. Receipt within the time period specified in the solicitation of (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting, and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast, constitutes approval by written ballot.

3.10. Consent of Absentees.

The transactions of any meeting of Members, either annual or special, however called and noticed, are as valid as though had at a meeting duly held after regular call and notice, if (a) a quorum is present either in person or by proxy, and (b) either before or after the meeting, each of the Members not present in person or by proxy signs (i) a written waiver of notice, (ii) a consent to the holding of such meeting, or (iii) an approval of the minutes thereof. The Secretary shall file all such waivers, consents or approvals with the corporate records or make them a part of the minutes of the meeting.

3.11. Minutes, Presumption of Notice.

Minutes or a similar record of the proceedings of meetings of Members, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the Minutes executed by the Secretary that notice of the meeting was properly given constitutes prima facie evidence that such notice was given.

ARTICLE IV

4. Board of Directors.

4.1. Number and Qualification.

Until the first annual meeting of the Members, the Master Association's property, business and affairs shall be governed and managed by a Board of Directors composed of three (3) Persons. Commencing with the first annual meeting of the Members, the property, business and affairs of the Master Association shall be governed and managed by a Board of Directors composed of five (5) Persons, each of whom, except for those appointed and serving as first Directors, must be an Owner. The authorized number of Directors may be changed by a duly adopted amendment to the Bylaws. Directors may not receive any salary or compensation for their services as Directors unless such compensation is first approved by the vote or written consent of Members representing at least a majority of the Master Association's voting power; provided, however, that (i) nothing in these Bylaws precludes any Director from serving the Master Association in some other capacity and receiving compensation therefor, and (ii) any Director may be reimbursed for actual expenses incurred in performance of Master Association duties.

4.2. Powers and Duties.

The Board has the powers and duties necessary to administer the Master Association's affairs and may do all acts and things not by law or by these Bylaws directed to be exercised and done exclusively by the Members. The Board may not enter into any contract with a Person (including Declarant) wherein the Person will furnish goods or services for the Master Common Area, or the Master Association for a term in excess of one (1) year, without the vote or written consent of Members representing at least a majority of the Master Association's voting power, except for the following:

(a) a contract with a public utility company for a term that does not exceed the shortest term for which the public utility company will contract at the regulated rate if the rates charged for the materials or services are regulated by the California Public Utilities Commission;

(b) prepaid casualty or liability insurance policies of not more than three (3) years' duration provided that the policies permit short-term cancellation by the Master Association,

(c) agreements for cable television services and equipment or satellite dish television services and equipment with terms not in excess of five (5) years, provided that Declarant does not have a direct or indirect ownership interest in the supplier of such services or equipment equal to or greater than ten percent (10%),

(d) agreements for sale or lease of burglar alarm and fire alarm equipment, installation and services with terms not in excess of five (5) years, provided that Declarant does not have a direct or indirect ownership interest in the supplier of such services or equipment equal to or greater than ten percent (10%);

(e) a contract approved by the DRE for a term approved by the DRE; or

(f) a contract for a term not to exceed three years that is terminable by the Master Association after no longer than one year without cause or penalty or other obligation upon 90 days written notice of termination to the other party.

#### 4.3. Special Powers and Duties.

Without prejudice to such foregoing general powers and duties and such powers and duties as are set forth in the Master Declaration, the Board has the following powers and duties:

##### 4.3.1. Select Offices.

The power and duty to select, appoint and remove all Master Association officers, agents and employees, to prescribe such powers and duties for them as may be consistent with law and with the Restrictions; to fix their compensation and to require from them security for faithful service when the Board deems advisable.

##### 4.3.2. Manage Affairs.

The power and duty to conduct, manage and control the Master Association's affairs, and to make and enforce such Rules and Regulations therefor consistent with law and with the Restrictions as the Board deems necessary or advisable.

#### 4.3.3. Principal Office.

The power but not the duty to change the principal office for the transaction of the Master Association's business from one location to another within the County of San Diego, as provided in Article I hereof; to designate any place within said County for the holding of any annual or special meeting or meetings of Members consistent with the provisions of Section 3.2 hereof; and to adopt and use a corporate seal and to alter the form of such seal from time to time, as the Board, in its sole judgment, deems best, provided that such seal must at all times comply with the provisions of law.

#### 4.3.4. Borrow Money.

With the approval of Members representing at least two-thirds (2/3rds) of the Master Association's voting power, the power but not the duty to borrow money and incur indebtedness for the Master Association's purposes, and to cause to be executed and delivered therefor, in the Master Association's name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidences of debt and securities therefor.

#### 4.3.5. Assessments.

The power and duty to fix and levy Annual Assessments, Special Assessments and Reconstruction Assessments, as provided in the Master Declaration; to fix and levy in any Fiscal Year Capital Improvement Assessments applicable to that year only for capital improvements; to determine and fix the due date for the payment of such assessments; provided, however, that such assessments must be fixed and levied only to provide for the payment of Common Expenses, Special Benefit Expenses (as applicable), and taxes and assessments upon real or personal property owned, leased, controlled or occupied by the Master Association, or for the payment of expenses for labor rendered or materials or supplies used, or equipment and appliances furnished for the maintenance, improvement or development of such property or for the payment of any and all obligations in relation thereto, or in performing or causing to be performed any of the purposes of the Master Association for the general benefit and welfare of its Members, in accordance with the Master Declaration. Subject to any limitations imposed by the Master Declaration and these Bylaws, the Board may incur any and all such expenditures for any of the foregoing purposes and provide, or cause to be provided, adequate reserves for replacements as it deems to be necessary or advisable in the Master Association's interest or its Members' welfare. The funds collected by the Board from the Members for replacement reserves, maintenance recurring less frequently than annually, and capital improvements, is at all times held in trust for the Members. Disbursements from such trust reserve fund may only be made in accordance with the Master Declaration. The Board shall fix such Annual Assessments, Reconstruction Assessments, Special Assessments and Capital Improvement Assessments in accordance with the Master Declaration. If a Member fails to pay such assessments before delinquency, the Board may enforce the payment of such delinquent assessments as provided in the Master Declaration.

#### 4.3.6. Enforce Restrictions.

The power and duty to enforce the Restrictions or any Master Association agreements.

4.3.7. Insurance.

The power and duty to contract and pay for insurance in accordance with the Master Declaration, covering and protecting against such damages or injuries as the Board deems advisable (which may include without limitation, medical expenses of persons injured on the Master Common Area). The Board shall review, not less frequently than annually, all insurance policies and bonds obtained by the Board on the Master Association's behalf.

4.3.8. Maintenance.

The power and duty to contract and pay for maintenance, gardening, utilities, materials, supplies and services relating to the Master Common Area and to employ personnel necessary to operate the Properties, including legal and accounting services, and to contract and pay for Improvements on the Master Common Area.

4.3.9. Delegate.

The power but not the duty to delegate its powers according to law and to adopt these Bylaws.

4.3.10. Easements.

The power but not the duty to grant or quitclaim easements, licenses or rights of way in, on, or over the Master Common Area for purposes consistent with the intended use of the Properties as a planned residential development.

4.3.11. Rules and Regulations.

The power and duty to adopt such Rules and Regulations as the Board deems necessary for managing the Properties, which Rules and Regulations will become effective and binding after (i) they are adopted by a majority of the Board at a meeting called for that purpose, or by the written consent of the Board in accordance with Section 4.13, and (ii) they are either (A) posted in a conspicuous place in the Master Common Area or (B) sent to the Members via first class U.S. mail. Such Rules and Regulations may concern, without limitation, use of the Master Common Area; signs; parking restrictions; minimum standards of property maintenance consistent with the Master Declaration and the procedures of the ARC; and any other matter within the Master Association's jurisdiction as provided in the Master Declaration; provided, however, that such Rules and Regulations are enforceable only to the extent they are consistent with the Restrictions.

4.3.12. Corporate Records.

The power and duty to keep, or cause to be kept, a complete record of all Master Association acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members and at any other time that such statement is requested by at least ten percent (10%) of the Members who are entitled to vote.

4.3.13. Membership Committee.

The power but not the duty to appoint a Membership Committee composed of at least one (1) Director and at least one (1) Member at large. The Membership Committee would be

responsible for contacting all purchasers of Lots as soon as any transfer of title to a Lot is discovered. The Membership Committee would further attempt to establish initial contact with all Members who are delinquent in the payment of any assessments or other charges due the Master Association.

4.3.14. Master Common Area Disposal.

The power but not the duty to sell property of the Master Association; provided, however, that the prior vote or written approval of Members representing at least a majority of the Master Association's voting power must be obtained to sell during any Fiscal Year property of the Master Association having an aggregate fair market value greater than five percent (5%) of the Master Association's budgeted gross expenses for that Fiscal Year.

4.4. Management Agent.

The Board may engage a professional Manager for the Master Association at a compensation established by the Board to perform such duties and services as the Board authorizes, including, but not limited to, the duties listed in Sections 4.2 and 4.3.

4.5. Election and Term of Office.

4.5.1. Basic Election Procedure.

At the first annual meeting of the Members, and thereafter at each annual meeting of the Members coinciding with the expiration of a Director's term of office or at which a vacancy on the Board exists, the Members shall elect new Directors by secret written ballot as provided in these Bylaws. All positions on the Board shall be filled at the first annual meeting. If an annual meeting is not held, or the Board is not elected thereat, the Board may be elected at any special meeting of the Members held for that purpose. Each Director shall hold office until his successor has been elected or until his death, resignation, removal or judicial adjudication of mental incompetence. The term of office of the three (3) Directors receiving the highest number of votes at the first annual meeting shall be three (3) years and the term of office of the two (2) Directors receiving the next highest number of votes at the first annual meeting shall be two (2) years. At each annual meeting thereafter, new Directors shall be elected to fill vacancies created by the death, resignation, removal, judicial adjudication of mental incompetence or expiration of the terms of past Directors. The term of office of each Director elected to fill a vacancy created by the expiration of the term of office of the respective past Director shall be two (2) years. The term of office of each Director elected or appointed to fill a vacancy created by the resignation, death or removal of his predecessor shall be the balance of the unserved term of his predecessor. Any person serving as a Director may be reelected, and there is no limit on the number of terms which he may serve. Cumulative voting must be used in the election of Directors for any election in which more than two (2) Directors are to be selected, subject only to the following procedural requirements: A Member may cumulate his votes for any candidate for the Board if the candidate's name has been placed in nomination prior to the voting and if such Member, or any other Member, has given notice at the meeting prior to the voting of such Member's intention to cumulate votes. If a Member cumulates his votes, such Member may cast a number of votes

equal to the Member's share of the voting power as set forth in the Master Declaration, multiplied by the number of Directors to be elected.

#### 4.5.2. Special Election.

Notwithstanding the foregoing, whenever (i) notice is given for an election of Directors, (ii) upon such date Declarant and the Merchant Builders in the aggregate are entitled to exercise a majority of the Master Association's voting power and (iii) upon such date the Members (other than Declarant and the Merchant Builders collectively) do not have a sufficient percentage of the Master Association's voting power to elect a number of Directors representing at least twenty percent (20%) (though not less than one (1)) of the entire Board through the foregoing cumulative voting procedure, then such notice must also provide for the following special election procedure. Election of Directors will be first apportioned to the Members other than Declarant and the Merchant Builders, until the aggregate number of Directors elected by Members other than Declarant and the Merchant Builders represents at least twenty percent (20%) (though not less than one (1)) of the entire Board. Any person is an eligible candidate for the special election upon receipt by the Secretary of a Master Declaration of Candidacy, signed by the candidate, at any time prior to the election. Such election will be by secret written ballot. The person or persons receiving the greatest number of votes cast by the Members other than Declarant and the Merchant Builders is elected to the Board in a coequal capacity with all other Directors. The remaining Members on the Board will be elected through the customary cumulative voting procedure outlined above.

#### 4.6. Books, Audit.

The Board shall distribute the following financial information to all Members (and any Beneficiary, insurer and guarantor of a first Mortgage upon request), regardless of the number of Members or the amount of assets of the Master Association:

##### 4.6.1. Budget.

A pro forma operating budget for each Fiscal Year consisting of at least the following information must be distributed not less than forty-five (45) nor more than sixty (60) days prior to the beginning of the Fiscal Year:

(i) The estimated revenue and Common Expenses and Special Benefit Expenses computed on an accrual basis.

(ii) A summary of the Master Association's reserves based upon the most recent review or study conducted pursuant to Section 1365.5 of the California Civil Code or any other applicable statute, as amended, which must be printed in bold type and include all of the following:

(A) The current estimated replacement cost, estimated remaining life, and estimated useful life of each major component for which the Master Association is responsible.

(B) As of the end of the Fiscal Year for which the study is prepared:

(1) The current estimate of the amount of cash Reserves necessary to repair, replace, restore, or maintain the major components for which the Master Association is responsible ("Estimated Reserves").

(2) The current amount of accumulated cash Reserves actually set aside to repair, replace, restore or maintain the major components for which the Master Association is responsible ("Actual Reserves").

(C) The percentage that the Actual Reserves is of the Estimated Reserves.

(iii) A statement as to whether the Board has determined or anticipated that the levy of one or more Capital Improvement or Reconstruction Assessments will be required to repair, replace, or restore any major component for which the Master Association is responsible or to provide adequate reserves therefor.

(iv) A general statement setting forth the procedures used by the Board in the calculation and establishment of reserves to defray the costs of repair and replacement of, or additions to, major components of the Master Common Area and facilities for which the Master Association is responsible.

The Board may distribute a summary of the Budget in lieu of the Budget itself, so long as the Board complies with the provisions of Section 1365(c) of the California Civil Code as it may be amended.

#### 4.6.2. Balance Sheet.

A balance sheet as of an accounting date which is the last day of the month closest in time to six (6) months from the date of the first Close of Escrow for the sale of a Lot and an operating statement for the period from the date of the first Close of Escrow to the said accounting date, must be distributed within sixty (60) days after the accounting date. Such operating statement must include a schedule of assessments received and receivable identified by the number of the Lot and the name of the Owner assessed.

#### 4.6.3. Reports to Members.

A report consisting of the following must be distributed within one hundred twenty (120) days after the close of the Fiscal Year:

- (i) A balance sheet as of the end of the Fiscal Year.
- (ii) An operating (income) statement for the Fiscal Year.
- (iii) A statement of changes in financial position for the Fiscal Year.
- (iv) Any information required to be reported under Section 6322 of the California Corporations Code.
- (v) For any Fiscal Year in which the Master Association's gross income exceeds \$75,000, a copy of a review of the annual report prepared in accordance with generally accepted accounting principles by a licensee of the California State Board of Accountancy.
- (vi) A statement of the place where the names and addresses of the Members is located.

If the Report referred to in this Section 4.6.3 is not prepared by an independent accountant, it must be accompanied by the certificate of an authorized Master Association officer stating that the statement was prepared from the Master Association's books and records without independent audit or review.

The Master Association shall distribute to all of its Members a summary of the Master Association's property, general liability, and earthquake and flood insurance policies, which shall be distributed within sixty (60) days preceding the beginning of the Master Association's fiscal year, that includes all of the following about each policy: (i) the name of the insurer, (ii) the type of insurance, (iii) the policy limits of the insurance, and (iv) the amount of deductibles, if any.

(a) The Master Association shall, as soon as reasonably practical, notify its members by first-class mail if any of the policies described above have lapsed, been canceled, and are not immediately renewed, restored, or replaced, or if there is a significant change, such as a reduction in coverage or limits or an increase in the deductible, for any of those policies. If the Master Association receives any notice of nonrenewal of a policy described above, the Master Association shall immediately notify its members if replacement coverage will not be in effect by the date the existing coverage will lapse.

(b) To the extent that any of the information required to be disclosed is specified in the insurance policy declaration page, the Master Association may meet its obligation to disclose that information by making copies of that page and distributing it to all of its members.

(c) The summary distributed above shall contain, in at least 10-point boldface type, the following statement: "This summary of the Master Association's policies of insurance provides only certain information, as required by subdivision (e) of Section 1365 of the Civil Code, and should not be considered a substitute for the complete policy terms and conditions contained in the actual policies of insurance. Any Master Association member may, upon request and provision of reasonable notice, review the Master Association's insurance policies and, upon request and payment of reasonable duplication charges, obtain copies of those policies. Although the Master Association maintains the policies of insurance specified in this summary, the Master Association's policies of insurance may not cover your property, including personal property or, real property improvements to or around your dwelling, or personal injuries or other losses that occur within or around your dwelling. Even if a loss is covered, you may nevertheless be responsible for paying all or a portion of any deductible that applies. Master Association members should consult with their individual insurance broker or agent for appropriate additional coverage."

In addition to financial statements, the Board shall annually distribute within sixty (60) days prior to the beginning of the Fiscal Year a statement of the Master Association's policies and practices in enforcing its remedies against Members for defaults in the payment of Annual, Capital Improvement, Reconstruction and Special Assessments, including the recording and foreclosing of liens against Lots.

The Board shall do the following on at least a quarterly basis: (1) cause to be completed and review a current reconciliation of the Master Association's operating and Reserve accounts, (2) review the current Fiscal Year's actual reserve revenues and expenses compared to the Budget for the then current Fiscal Year, (3) review the income and expense statement for the Master Association's Operating and Reserve accounts, and (4) review the most current account statements prepared by the financial institutions where the Master Association maintains its Operating and Reserve accounts. The signatures of either (i) two (2) Directors, or (ii) one (1) Director and one (1) Master Association officer (who is not also a Director) are required for withdrawal of money from the Master Association's Reserve accounts. As used in this paragraph, the term "Reserve accounts" means monies that the Board has identified from its Budget for use to defray the future repair and replacement of, or additions to, those major components which the Master Association is obligated to maintain.

The Board shall cause a study of the Reserve account requirements of the Properties to be conducted in accordance with Section 1365.5(d) of the California Civil Code. As used in this

paragraph, "Reserve account requirements" means the estimated funds which the Board has determined are required to be available at a specified point in time to repair, replace or restore those major components which the Master Association is obligated to maintain.

#### 4.7. Vacancies.

Vacancies on the Board caused by any reason other than the removal of a Director by a vote of the Members shall be filled by vote of a majority of the remaining Directors, even though they may constitute less than a quorum. Any vacancy caused by the removal of a Director shall be filled by a vote of the Members. A Director may resign at any time by giving notice to the President, the Secretary or the Board. Any Director who ceases to be an Owner or an agent of Declarant is deemed to have resigned from the Board. A vacancy is deemed to exist in case of death, resignation, removal or judicial adjudication of mental incompetence of any Director, or in case the Members fail to elect the full number of authorized Directors at any meeting at which such election is to take place. Any vacancy not filled by the Directors may be filled by vote of the Members at the next annual meeting of the Members or at a special meeting of the Members called for such purpose.

#### 4.8. Removal of Directors.

At any regular or special meeting of the Members duly called, any one individual Director or the entire Board may be removed prior to the expiration of their terms of office with or without cause as follows: (i) for so long as fewer than fifty (50) Lots are included within the Properties, by the vote of Members representing a majority of the Master Association's total voting power (including votes attributable to Declarant and Merchant Builders), and (ii) once fifty (50) or more Lots are included within the Properties, by the vote of Members representing a majority of a quorum of Members.

Notwithstanding the foregoing, if the entire Board is not removed as a group pursuant to a single vote, no individual Director may be removed if the number of votes cast against his removal would be sufficient to elect such Director if voted cumulatively at an election at which the same total number of votes were cast and the entire number of Directors authorized at the time of the Director's most recent election were then being elected. Any Director whose removal has been proposed by the Members must be given an opportunity to be heard at the meeting. If any or all of the Directors are so removed at a meeting, new Directors may be elected at the same meeting. Notwithstanding the foregoing, any Director who has been elected to office solely by the votes of Members other than Declarant pursuant to Section 4.5.2 may be removed from office prior to the expiration of his term of office only by the vote of at least a simple majority of the Master Association's voting power residing in Members other than Declarant.

#### 4.9. Organization Meeting of Board.

The first regular ("organization") meeting of a newly elected Board must be held within ten (10) days of election of the Board, at such place as is fixed and announced by the Directors at the meeting at which such Directors were elected, for the purpose of organization, election of officers and the transaction of other business. No notice is necessary to the newly elected Directors in

order legally to constitute such meeting; provided that (a) a majority of the whole Board is present when the time and place are announced at the annual meeting and (b) the meeting is held on the same day and at the same place as the annual meeting of the Members at which the newly constituted Board was elected.

4.10. Regular Meetings of Board.

Regular meetings of the Board must be open to all Members; provided that Members who are not Directors may not participate in any deliberations or discussions at such regular meetings unless authorized by a vote of a majority of a quorum of the Board. Regular meetings may be held at such time and place within the Properties as is determined, from time to time, by a resolution adopted by a majority of a quorum of the Directors; provided, however, that such meetings must be held no less frequently than quarterly. Notice of the time and place of regular meetings of the Board shall be given to each Director at least four (4) days prior to the date named for such meeting, personally or by mail, telephone or telegraph or posted at a prominent place or places within the Master Common Area.

4.11. Special Meetings of Board.

Special meetings of the Board must be open to all Members; provided that Members who are not Directors may not participate in any deliberations or discussions at such special meetings, unless authorized by a vote of a majority of a quorum of the Board. Special meetings may be called by the President or by any two (2) Directors by posting notice at least four (4) days prior to such meeting at a prominent place or places within the Master Common Area or upon four (4) days' notice by first-class mail or seventy-two (72) hours' notice delivered personally or by telephone or telegraph. The notice must state the time, place and purpose of the meeting.

4.12. Waiver of Notice.

Before or at any meeting of the Board, any Director may, in writing, waive personal notice of such meeting and such waiver is equivalent to the giving of notice to such Director. Attendance by a Director at any Board meeting waives personal notice by him of the time and place thereof. If all the Directors are present at any Board meeting, no notice to Directors is required and any business may be transacted at such meeting. The transactions of any Board meeting, however called and noticed or wherever held, are as valid as though had at a meeting duly held after regular call and notice, if (a) a quorum is present, (b) notice to the Members of such meeting was posted as provided in Sections 4.10 and 4.11, and (c) either before or after the meeting, each of the Directors not present signs a written waiver of notice, a consent to holding such meeting, or an approval of the minutes thereof. The Secretary shall file all such waivers, consents and approvals with the Master Association's records or make them a part of the minutes of the meeting.

4.13. Action Without Meeting.

The Board may act without a meeting if all Directors consent in writing to such action. Such written consent or consents must be filed with the minutes of the proceedings of the Board. Such action by written consent has the same effect as a unanimous vote of such Directors. Within three (3) days after the written consents of all Directors have been obtained, an explanation of any action

taken by unanimous written consent without a meeting must be either (a) posted by the Board in a prominent place or places in the Master Common Area, or (b) communicated to the Members by another means the Board determines to be appropriate.

4.14. Quorum and Adjournment.

Except as otherwise expressly provided herein, at all meetings of the Board, a majority of the Directors constitutes a quorum for the transaction of business, and the acts of a majority of the Directors present at a meeting at which a quorum is present are the acts of the Board. If at any meeting of the Board there is less than a quorum present, the majority of those present may adjourn the meeting to another time. At any such reconvened meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice if a quorum is present. The Board may, with the approval of a majority of the Directors present at a meeting at which a quorum has been established, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Master Association is or may become involved, matters relating to the formation of contracts with third parties, and orders of business of a similar nature. The nature of any and all business to be considered in executive session must first be announced in open session and must be generally noted in the minutes of the Board. In any matter relating to the discipline of a Member, the Board shall meet in executive session if requested by that Member, and the Member may attend the executive session.

4.15. Committees.

The Board may by resolution designate such advisory and other committees as it desires, and may establish the purposes and powers of each such committee created. The resolution designating and establishing the committee must (a) provide for the appointment of its members and a chairman, (b) state the purposes of the committee, and (c) provide for reports, termination and other administrative matters the Board deems appropriate.

ARTICLE V

5. Officers.

5.1. Designation.

The Master Association's principal officers are a President, a Vice President, a Secretary, and a Treasurer, all elected by the Board. The Board may appoint an Assistant Treasurer, an Assistant Secretary and such other officers as it determines to be necessary. Officers other than the President need not be Directors. Any Person may hold more than one office.

5.2. Election of Officers.

The Board shall annually elect the Master Association's officers at the new Board's Organization Meeting. Each officer shall hold his office at the pleasure of the Board, until he resigns or is removed or otherwise disqualified to serve or his successor is elected and qualified to serve.

### 5.3. Removal of Officers.

Upon an affirmative vote of a majority of the entire Board, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose. Any officer may resign at any time by giving written notice to the Board or to the President or Secretary. Any such resignation is effective on the date of receipt of such notice or at any later time specified therein. Unless specified in the notice, acceptance of the resignation by the Board is not necessary to make it effective.

### 5.4. Compensation.

Officers, agents, and employees shall receive such reasonable compensation for their services as is authorized or ratified by the Board; provided, however, that no officer may receive any compensation for services performed in the conduct of the Master Association's business unless such compensation is approved by the vote or written consent of Members representing at least a majority of the Master Association's voting power; and provided further that (a) nothing in these Bylaws precludes any officer from serving the Master Association in some other capacity and receiving compensation therefor, and (b) any officer may be reimbursed for actual expenses incurred in the performance of Master Association duties. Appointment of any officer, agent, or employee does not of itself create contractual rights of compensation for services performed by such officer, agent, or employee. Notwithstanding the foregoing, no officer, employee or director of Declarant or any affiliate of Declarant may receive any compensation.

### 5.5. President.

The President is the chief executive officer of the Master Association and shall (a) preside at all Master Association and Board meetings, (b) have all of the general powers and duties which are usually vested in the office of the President of a corporation, including but not limited to the power, subject to the provisions of Section 4.15, to appoint committees from among the Members as he decides is appropriate to assist in the conduct of the Master Association's affairs, and (c) subject to the control of the Board, have general supervision, direction and control of the Master Association's business. The President is ex officio a member of all standing committees and has such other powers and duties as may be prescribed by the Board or these Bylaws.

### 5.6. Vice President.

The Vice President shall take the President's place and perform the President's duties whenever the President is absent, disabled, refuses or is unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as imposed by the Board or these Bylaws.

### 5.7. Secretary.

The Secretary shall (a) keep the minutes of all meetings of the Board and the minutes of all meetings of the Master Association at the Master Association's principal office or at such other place as the Board may order, (b) keep the Master Association's seal in safe custody, (c) have

charge of such books and papers as the Board may direct, (d) in general, perform all of the duties incident to the office of Secretary, (e) give, or cause to be given, notices of meetings of the Members and of the Board required by these Bylaws or by law to be given, (f) maintain a record book of Members, listing the names, mailing addresses and telephone numbers of the Members as furnished to the Master Association ("Membership Register"), (g) record the termination or transfer of ownership by any Member in the Membership Register, together with the date of the transfer, in accordance with the Master Declaration, and (h) perform such other duties as prescribed by the Board or these Bylaws.

5.8. Treasurer.

The Treasurer is the Master Association's chief financial officer and is responsible for Master Association funds and securities. The Treasurer shall (a) keep, or cause to be kept, full and accurate accounts, tax records and business transactions of the Master Association, including accounts of all assets, liabilities, receipts and disbursements in books belonging to the Master Association, (b) be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Master Association in such depositories as the Board designates, (c) disburse the Master Association's funds as ordered by the Board, in accordance with the Master Declaration, (d) render to the President and Directors, upon request, an account of all transactions as Treasurer and of the Master Association's financial condition, and (e) have such other powers and perform such other duties prescribed by the Board or these Bylaws.

ARTICLE VI

6. Obligation of Members.

6.1. Assessments.

(a) All Members shall pay, in accordance with the Master Declaration, all assessments imposed by the Master Association, to meet Common Expenses and (as applicable) Special Benefit Expenses.

(b) All delinquent assessments shall be enforced, collected or foreclosed in the manner provided in the Master Declaration.

6.2. Maintenance and Repair.

(a) Every Member must perform promptly, at his sole cost, such maintenance and repair work on his Lot as the Master Declaration requires. All plans for alteration and repair of Improvements on the Lots must receive the ARC's prior written consent. The ARC shall establish reasonable procedures for the granting of such approval, in accordance with the Master Declaration.

(b) Each Member shall reimburse the Master Association for any expenditures incurred in repairing or replacing any portion of the Master Common Area which are damaged through the fault of such Member or his family, guests, tenants or invitees. Such expenditures include all court costs and reasonable attorneys' fees incurred in enforcing any provision of the Restrictions.

## ARTICLE VII

### 7. Amendments to Bylaws.

These Bylaws may be amended by the vote or written consent of Members representing at least (a) a majority of the voting power of each class of the Members, and (b) a majority of the Master Association's voting power residing in Members other than Declarant and all Merchant Builders; provided that the specified percentage of each class of Members necessary to amend a specific Section or provision of these Bylaws may not be less than the percentage of affirmative votes prescribed for action to be taken under that Section or provision. Notwithstanding the foregoing, these Bylaws may be amended by a majority of the entire Board, at any time prior to the Close of Escrow for the sale of the first Lot. In addition to the foregoing, any amendment to these Bylaws which materially affects matters delineated in Article XIII or Section 15.5 of the Master Declaration must be approved by the Beneficiaries of that percentage of first Mortgages on the Lots which is specified in the affected provision of Article XIII or Section 15.5 of the Master Declaration, respectively; provided that, if an amendment to these Bylaws materially affects matters delineated in both Article XIII and Section 15.5 of the Master Declaration or purports to amend this sentence, the amendment must be approved pursuant to the requirements of both said Article XIII and Section 15.5.

## ARTICLE VIII

### 8. Mortgagees.

#### 8.1. Notice to Master Association.

Upon the Master Association's request, a Member who mortgages a Lot shall notify the Master Association through the Manager, or through the Secretary if there is no Manager, of the name and address of his Mortgagee. The Master Association shall maintain such information in a book entitled "Mortgagees of Lots." Upon request, any such Member shall notify the Master Association of the release or discharge of any such Mortgage.

#### 8.2. Notice of Unpaid Assessments.

The Board shall, at the request of a Mortgagee, report any unpaid assessments due from the Owner of such Lot, in accordance with the Master Declaration.

## ARTICLE IX

### 9. Conflicting Provisions.

If any of these Bylaws conflict with any laws of the State of California, such conflicting Bylaws shall be void upon final court determination to such effect, but all other Bylaws shall remain in full force. In case of any conflict between the Articles and these Bylaws, the Articles shall control; and in case of any conflict between the Master Declaration and these Bylaws, the Master Declaration shall control.

## ARTICLE X

### 10. Indemnification of Directors and Officers.

The Board may authorize the Master Association to pay expenses incurred by, or to satisfy a judgment or fine levied against, any present or former Director, officer, employee, or agent of the Master Association as provided in the Master Declaration.

## ARTICLE XI

### 11. Miscellaneous.

#### 11.1. Checks, Drafts and Documents.

All checks, drafts, orders for payment of money, notes and other evidences of indebtedness issued in the name of or payable to the Master Association must be signed or endorsed in the manner and by the person or persons the Board designates by resolution, subject to the requirements of Section 4.6 hereof for withdrawing money from the Master Association's Reserve accounts.

#### 11.2. Execution of Documents.

The Board may authorize any officer or officers, agent or agents to enter into any contract or execute any instrument in the name and on behalf of the Master Association, and such authority may be general or confined to specific instances. Unless so authorized by the Board, no officer, agent, committee member or employee may bind the Master Association by any contract or engagement or pledge its credit or render it liable for any purpose or in any amount.

#### 11.3. Availability of Master Association Documents.

In addition to the rights afforded by the Master Declaration to Beneficiaries, insurers and guarantors of first Mortgages with regard to inspection of the Master Association's management documents, the Master Association shall maintain at its principal office (or at such other place within the Properties as the Board may prescribe) the Restrictions and the Master Association's books of account; minutes of meetings of Members, the Board and Board committees; and the Membership Register (collectively, the "Master Association Documents"), each of which shall be made available for inspection and copying by any Member or the Member's duly appointed representative for a purpose reasonably related to the Member's interest as a Member. The Board shall establish reasonable rules regarding (a) notice to be given to the custodian of the Master

the Restrictions does not waive the right to enforce the same thereafter. The remedies set forth above and otherwise provided by these Bylaws are cumulative and not exclusive. However, any individual Member must exhaust all available internal Master Association remedies prescribed by the Restrictions before that Member may resort to a court of law for relief with respect to any alleged violation of the Restrictions by another Member. The foregoing limitation pertaining to exhausting internal remedies does not apply to the Board or to any Member where the complaint alleges nonpayment of Annual Assessments, Special Assessments, Capital Improvement Assessments or Reconstruction Assessments.

12.2. Written Complaint.

A hearing to determine whether a right or privilege of the respondent under the Master Declaration or these Bylaws should be suspended or conditioned, or whether a Special Assessment should be levied, shall be initiated by the filing of a written Complaint by any Member or by any officer or member of the Board with the President or other presiding member of the Board. The Complaint shall constitute a written statement of charges which shall set forth in ordinary and concise language the acts or omissions with which the respondent is charged and a reference to the specific provisions of the Restrictions which the respondent is alleged to have violated. A copy of the Complaint must be delivered to the respondent in accordance with the notice procedures set forth in the Master Declaration, together with a statement substantially in the following form:

"Unless a written request for a hearing signed by or on behalf of the person named as respondent in the accompanying Complaint is delivered or mailed to the Board of Directors within fifteen (15) days after the Complaint, the Board of Directors may proceed upon the Complaint without a hearing, and you will have thus waived your right to a hearing. The request for a hearing may be made by delivering or mailing the enclosed form entitled 'Notice of Defense' to the Board of Directors at the following address:

\_\_\_\_\_. You may, but need not, be represented by counsel at any or all stages of these proceedings. If you desire the names and addresses of witnesses or an opportunity to inspect any relevant writings or items on file in connection with this matter in the possession, custody or control of the Board of Directors, you may contact \_\_\_\_\_."

The respondent is entitled to a hearing on the merits of the matter if the Notice of Defense is timely filed with the Board. The respondent may file a separate statement by way of mitigation even if he does not file a Notice of Defense.

12.3. Notice of Hearing.

The Board shall serve a notice of hearing, as provided herein, on all parties at least ten (10) days prior to the hearing, if such hearing is requested by the respondent. The Board shall conduct the hearing no sooner than thirty (30) days after the Complaint is mailed or delivered to the respondent as provided in Section 12.2. The notice to the respondent must be substantially in the following form but may include other information:

"You are hereby notified that a hearing will be held before the Board of Directors of the The Bridges Community Association at \_\_\_\_\_  
\_\_\_\_\_ on the \_\_\_\_\_  
day of \_\_\_\_\_, 199\_, at the hour of \_\_\_\_\_,  
upon the charges made in the Complaint served upon you. You may be present at the hearing, may but need not be represented by counsel, may present any relevant evidence, and will be given full opportunity to cross-examine all witnesses testifying against you. You are entitled to request the attendance of witnesses and the production of books, documents or other items by applying to the Board of Directors of the Master Association."

12.4. Hearing.

The Board shall conduct the hearing in executive session pursuant to this notice affording the Member a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard must be placed in the minutes of the meeting. Such proof is adequate if a copy of the notice together with a statement of the date and manner of delivery is entered by the officer or Director who mailed or delivered such notice. The notice requirement is satisfied if the respondent appears at the meeting. The minutes of the meeting must contain a written statement of the results of the hearing and the sanction, if any, imposed. No action against the respondent arising from the alleged violation may take effect prior to five (5) days after the hearing.

CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify that:

1. I am the duly elected and acting Secretary of THE BRIDGES COMMUNITY ASSOCIATION, a California nonprofit corporation ("Master Association"); and

2. The foregoing Bylaws, comprising 24 pages including this page, constitute the Bylaws of the Master Association duly adopted by Consent of Directors in Lieu of First Meeting dated November 17, 1998.

IN WITNESS WHEREOF, I have hereunto subscribed my hand and affixed the seal of the Master Association this 17<sup>th</sup> day of November, 1998.

  
Trudie Wilson, Secretary

(SEAL)

EXHIBIT "C"

LEGAL DESCRIPTION OF ANNEXABLE TERRITORY



**SAN DIEGUITO ENGINEERING, INC.**  
4407 MANCHESTER, SUITE 105  
ENCINITAS, CA 92024  
PHONE (760) 753-5523

**CIVIL ENGINEERING • PLANNING  
LAND SURVEYING**

# Annexable Territory to The Bridges Community Association

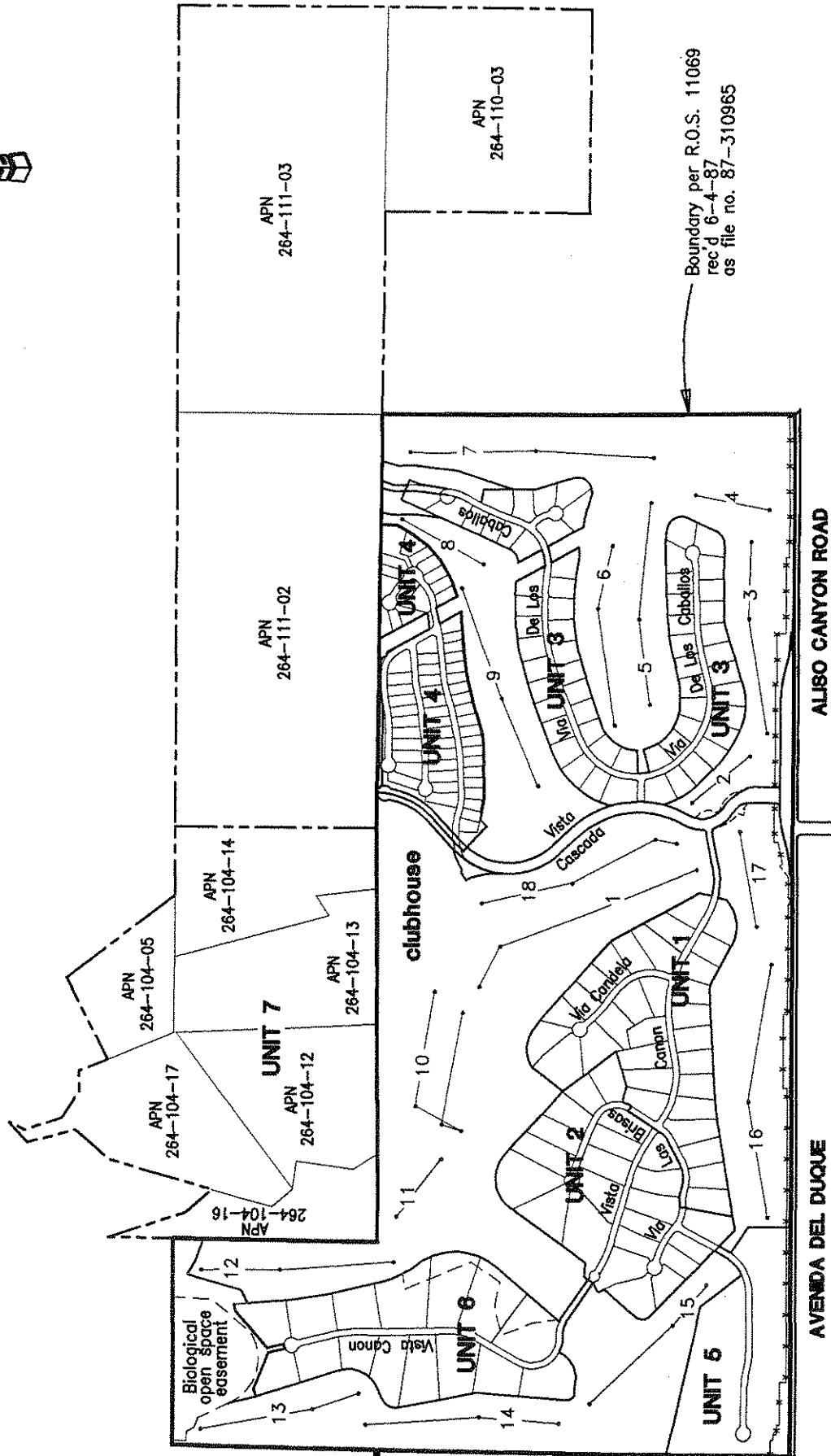
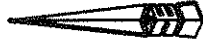


EXHIBIT "C"  
(LEGAL DESCRIPTION)

PARCEL 1:

PARCELS 1, 2, 3 AND 4 OF PARCEL MAP NO. 10117, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF COUNTY RECORDER OF SAN DIEGO COUNTY, JUNE 12, 1980 AS FILE/PAGE NO. 80-188276 OF OFFICIAL RECORDS.

PARCEL 2:

PARCEL 4 OF PARCEL MAP NO. 4371, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JANUARY 9, 1976 AS FILE/PAGE NO. 76-007677 OF OFFICIAL RECORDS.

PARCEL 3:

PARCEL 2 OF PARCEL MAP NO. 10358, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, AUGUST 21, 1980 AS FILE/PAGE NO. 80-268456 OF OFFICIAL RECORDS.

PARCEL 4:

PARCELS 1, 2, 3 AND 4 OF PARCEL MAP NO. 11163, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, APRIL 2, 1981 AS FILE/PAGE NO. 81-101503 OF OFFICIAL RECORDS.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN COUNTY OF SAN DIEGO TRACT NO. 4569-2, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 12118, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 13, 1988.

PARCEL 5:

LOTS 33 THROUGH 55, 56, 57, 58 INCLUSIVE OF COUNTY OF SAN DIEGO TRACT 4569-2, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 12118, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 13, 1988.

PARCEL 6

LOTS 59 THROUGH 120, INCLUSIVE OF COUNTY OF SAN DIEGO TRACT 4569-3, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 12274, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DECEMBER 8, 1988.

PARCEL 7:

LOTS 121 THROUGH 186 INCLUSIVE OF COUNTY OF SAN DIEGO TRACT NO. 4569-4, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 13020, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MARCH 10, 1993.

PARCEL 8:

PARCELS M, N, O, P, T,U, V, W, X, Y, Z, AA, BB, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AS PER CERTIFICATE OF COMPLIANCE RECORDED NOVEMBER 20, 1998 AS INSTRUMENT NO. 1998-0755851, AS MORE FULLY DESCRIBED AS:

PARCEL "M" B/C 98-0164

LOT 15 OF COUNTY OF SAN DIEGO TRACT NO. 4569-01, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 12109, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 6, 1988.

EXCEPTING THEREFROM THE EASTERLY AND THE NORTHEASTERLY 3.00 FEET THEREOF, TOGETHER WITH THAT PORTION OF LOT 16 OF SAID MAP NO. 12109 LYING EASTERLY OF THE FOLLOWING DESCRIBED LINES:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID LOT 15; THENCE ALONG THE SOUTHWESTERLY PROLONGATION OF THE NORTHWESTERLY LINE OF SAID LOT 15 SOUTH 77° 58' 19" WEST, 3.00 FEET TO A LINE RUNNING PARALLEL WITH AND DISTANT 3.00 FEET SOUTHWESTERLY FROM THE NORTHEASTERLY LINE OF SAID LOT 16; THENCE ALONG SAID LINE SOUTH 12° 19' 39" EAST, 247.93 FEET TO THE SOUTHERLY LINE OF SAID LOT 16; THENCE ALONG SAID LINE NORTH 80° 57' 38" EAST, 3.01 FEET TO THE MOST EASTERLY CORNER OF SAID LOT 16.

PARCEL "N" B/C 98-0164

LOT 16 OF COUNTY OF SAN DIEGO TRACT NO. 4569-01, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 12109, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 6, 1988.

EXCEPTING THEREFROM THE EASTERLY 3.00 FEET THEREOF,  
TOGETHER WITH THE EASTERLY 3.00 FEET OF LOT 17 OF SAID MAP NO. 12109.

PARCEL "O" B/C 98-0164

LOT 17 OF COUNTY OF SAN DIEGO TRACT NO. 4569-01, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 12109, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 6, 1988.

EXCEPTING THEREFROM THE EASTERLY 3.00 FEET THEREOF,  
TOGETHER WITH THE EASTERLY 3.00 FEET OF LOT 18 OF SAID MAP NO. 12109.

PARCEL "T" B/C 98-0164

LOT 23 OF COUNTY OF SAN DIEGO TRACT NO. 4569-01, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 12109, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 6, 1988.

EXCEPTING THEREFROM THE EASTERLY 3.00 FEET THEREOF,

TOGETHER WITH THE EASTERLY 3.00 FEET OF LOT 24 OF SAID MAP NO. 12109.

PARCEL "U" B/C 98-0164

LOT 24 OF COUNTY OF SAN DIEGO TRACT NO. 4569-01, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 12109, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 6, 1988.

EXCEPTING THEREFROM THE EASTERLY 3.00 FEET THEREOF,

TOGETHER WITH THE EASTERLY 3.00 FEET OF LOT 25 OF SAID MAP NO. 12109

PARCEL "V" B/C 98-0164

LOT 25 OF COUNTY OF SAN DIEGO TRACT NO. 4569-01, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 12109, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 6, 1988.

EXCEPTING THEREFROM THE EASTERLY 3.00 FEET THEREOF,

TOGETHER WITH THE EASTERLY 3.00 FEET OF LOT 26 OF SAID MAP NO. 12109.

PARCEL "W" B/C 98-0164

LOT 26 OF COUNTY OF SAN DIEGO TRACT NO. 4569-01, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 12109, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 6, 1988.

EXCEPTING THEREFROM THE EASTERLY 3.00 FEET THEREOF.,

TOGETHER WITH THE EASTERLY 3.00 FEET OF LOT 27 OF SAID MAP NO. 12109

PARCEL "X" B/C 98-0164

LOT 27 OF COUNTY OF SAN DIEGO TRACT NO. 4569-01, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 12109, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 6, 1988.

EXCEPTING THEREFROM THE EASTERLY 3.00 FEET THEREOF,

TOGETHER WITH THAT PORTION OF LOT 28 OF SAID MAP NO. 12109 LYING EASTERLY OF THE FOLLOWING DESCRIBED LINES:

BEGINNING AT THE MOST EASTERLY CORNER OF SAID LOT 28; THENCE ALONG THE SOUTHEASTERLY LINE AND THE SOUTHWESTERLY PROLONGATION THEREOF SOUTH 32° 29' 59" WEST, 30.43 FEET TO A LINE RUNNING PARALLEL WITH AND DISTANT 3.00 FEET WESTERLY FROM THE EASTERLY LINE OF SAID LOT 28; THENCE ALONG SAID LINE SOUTH 1° 03' 24" EAST, 297.01 FEET TO THE SOUTHERLY LINE OF SAID LOT 28; THENCE ALONG SAID LINE NORTH 80° 15' 49" EAST; 3.03 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 28.

PARCEL "Y" B/C 98-0164

LOT 28 OF COUNTY OF SAN DIEGO TRACT NO. 4569-01, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 12109, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 6, 1988.

EXCEPTING THEREFROM THAT PORTION LYING EASTERLY OF THE FOLLOWING DESCRIBED LINES:

BEGINNING AT THE MOST EASTERLY CORNER OF SAID LOT 28; THENCE ALONG THE SOUTHEASTERLY LINE AND THE SOUTHWESTERLY PROLONGATION THEREOF SOUTH 32° 29' 59" WEST, 30.43 FEET TO A LINE RUNNING PARALLEL WITH AND DISTANT 3.00 FEET WESTERLY FROM THE EASTERLY LINE OF SAID LOT 28; THENCE ALONG SAID LINE SOUTH 1° 03' 24" EAST, 297.01 FEET TO THE SOUTHERLY LINE OF SAID LOT 28; THENCE ALONG SAID LINE NORTH 80° 15' 45" EAST, 3.03 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 28.

TOGETHER WITH THAT PORTION OF LOT 29 OF SAID MAP NO. 12109 LYING EASTERLY OF THE FOLLOWING DESCRIBED LINES:

BEGINNING AT THE MOST EASTERLY CORNER OF SAID LOT 29 THENCE ALONG THE SOUTHERLY LINE THEREOF SOUTH 80° 15' 49" WEST, 3.00 FEET TO A LINE RUNNING PARALLEL WITH AND DISTANT 3.00 FEET WESTERLY FROM THE EASTERLY LINE OF SAID LOT 29; THENCE ALONG SAID LINE NORTH 13° 55' 03" WEST 258.81 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID LOT 29.

C-5

PARCEL "Z" B/C 98-0164

LOT 29 OF COUNTY OF SAN DIEGO TRACT NO. 4569-01, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 12109, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 6, 1988.

EXCEPTING THEREFROM THAT PORTION LYING EASTERLY OF THE FOLLOWING DESCRIBED LINES:

BEGINNING AT THE MOST EASTERLY CORNER OF SAID LOT 29 THENCE ALONG THE SOUTHERLY LINE THEREOF SOUTH 80° 15' 49" WEST, 3.00 FEET TO A LINE RUNNING PARALLEL WITH AND DISTANT 3.00 FEET WESTERLY FROM THE EASTERLY LINE OF SAID LOT 29; THENCE ALONG SAID LINE NORTH 13° 55' 03" WEST, 258.81 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID LOT 29.

TOGETHER WITH THE EASTERLY 3.00 FEET OF LOT 30 OF SAID MAP NO. 12109.

PARCEL "AA" B/C 98-0164

LOT 30 OF COUNTY OF SAN DIEGO TRACT NO. 4569-01, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 12109, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 6, 1988.

EXCEPTING THEREFROM THE EASTERLY 3.00 FEET THEREOF,

TOGETHER WITH THE EASTERLY 3.00 FEET OF LOT 31 OF SAID MAP NO. 12109.

PARCEL "BB" B/C 98-0164

LOT 31 OF COUNTY OF SAN DIEGO TRACT NO. 4569-01, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 12109, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 6, 1988.

EXCEPTING THEREFROM THE EASTERLY 3.00 FEET THEREOF,

PARCEL 9:

THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 13 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO UNITED STATES GOVERNMENT SURVEY THEREOF.

C-6

PARCEL 10:

THE SOUTH HALF OF THE NORTHEAST QUARTER, TOGETHER WITH THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 13 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO UNITED STATES GOVERNMENT SURVEY THEREOF.

C-7

**EXHIBIT "D"**

**SHARED USE AGREEMENT**

**EXHIBIT "E"**

**DRAWING SHOWING LOCATION OF SLOPE MAINTENANCE AREAS IN PHASE 1**

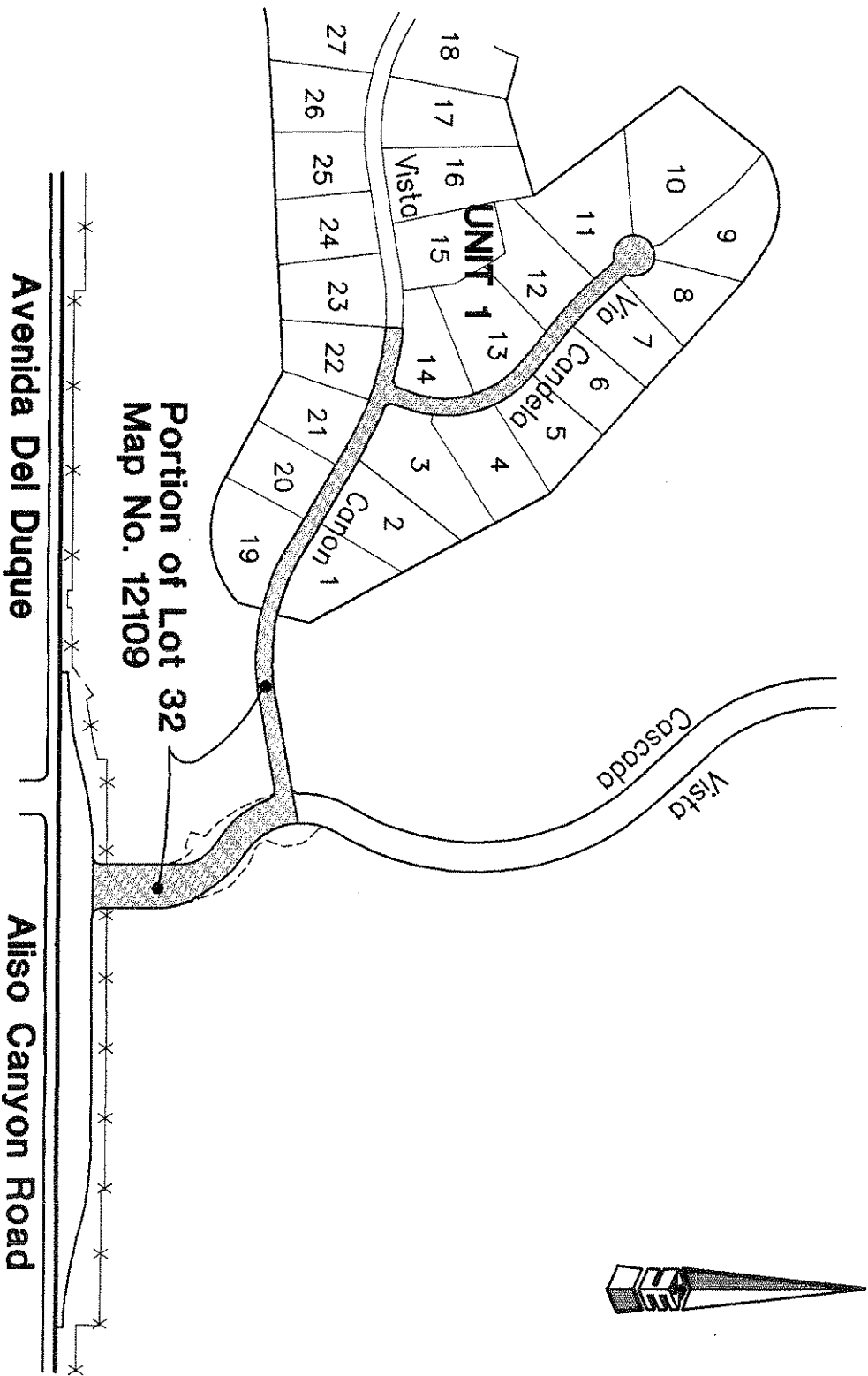
**EXHIBIT "F"**

**DRAWING SHOWING LOCATION OF PORTIONS OF LOT 32 OF TRACT NO. 4569-1  
OVER WHICH EASEMENTS ARE RESERVED FOR MASTER ASSOCIATION**



SAN DIEGUITO ENGINEERING, INC.  
4407 MANCHESTER, SUITE 109  
ESCONDIDO, CA 92024  
PHONE: (760) 733-6525  
CIVIL ENGINEERING • PLANNING  
LAND SURVEYING

# Access Easement Exhibit



Portion of Lot 32  
Map No. 12109

Avenida Del Duque

Aliso Canyon Road

**EXHIBIT "G"**

**LEGAL DESCRIPTION OF PHASE 1**

Lots 1 and 19 of Tract No. 4569-1 according to Map thereof No. 12109, filed on July 6, 1988, in the Office of the County Recorder of San Diego County, California; and

Parcels "A" through "L," inclusive, and Parcels "Q," "R," "S" and "CC," described on Exhibit "A" to Certificate of Compliance, filed on November 20, 1998, as Document No. 1998-0755851 in Official Records of the San Diego County Recorder's Office, and described on pages G-2 through G-7 of this Exhibit "G".

EXHIBIT "G"

SDE 4444  
OCTOBER 31, 1998  
File: 4444ba\_u1\_legal.doc

LEGAL DESCRIPTION OF PHASE 1  
(continued)



**LEGAL DESCRIPTION**  
**PARCEL "A" B/C 98-0164**

ALL OF LOT 2 OF COUNTY OF SAN DIEGO TRACT NO. 4569-01, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF, NO. 12109, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 6, 1988,

TOGETHER WITH THE SOUTHEASTERLY 3.00 FEET OF LOT 3 OF SAID MAP NO. 12109.

**LEGAL DESCRIPTION**  
**PARCEL "B" B/C 98-0164**

LOT 3 OF COUNTY OF SAN DIEGO TRACT NO. 4569-01, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF, NO. 12109, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 6, 1988,

EXCEPTING THEREFROM THE SOUTHEASTERLY 3.00 FEET THEREOF,

TOGETHER WITH THAT PORTION OF LOT 4 OF SAID MAP NO. 12109 LYING SOUTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE MOST EASTERLY CORNER OF SAID LOT 4; THENCE ALONG THE NORTHEASTERLY LINE THEREOF NORTH 28°30'41" WEST, 3.01 FEET TO A LINE RUNNING PARALLEL WITH AND DISTANT 3.00 FEET NORTHWESTERLY FROM THE SOUTHEASTERLY LINE OF SAID LOT 4, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE ALONG SAID PARALLEL LINE SOUTH 56°55'01" WEST, 277.25 FEET TO THE SOUTHERLY LINE OF SAID LOT 4.

**LEGAL DESCRIPTION**  
**PARCEL "C" B/C 98-0164**

LOT 4 OF COUNTY OF SAN DIEGO TRACT NO. 4569-01, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF, NO. 12109, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 6, 1988,

EXCEPTING THEREFROM THAT PORTION LYING SOUTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE MOST EASTERLY CORNER OF SAID LOT 4; THENCE ALONG THE NORTHEASTERLY LINE THEREOF NORTH 28°30'41" WEST, 3.01 FEET TO A LINE RUNNING PARALLEL WITH AND DISTANT 3.00 FEET NORTHWESTERLY FROM THE SOUTHEASTERLY LINE OF SAID LOT 4, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE ALONG SAID PARALLEL LINE SOUTH 56°55'01" WEST, 277.25 FEET TO THE SOUTHERLY LINE OF SAID LOT 4.

TOGETHER WITH THE SOUTHEASTERLY 3.00 FEET OF LOT 5 OF SAID MAP NO. 12109.

**LEGAL DESCRIPTION  
PARCEL "D" B/C 98-0164**

LOT 5 OF COUNTY OF SAN DIEGO TRACT NO. 4569-01, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF, NO. 12109, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 6, 1988,

EXCEPTING THEREFROM THE SOUTHEASTERLY 3.00 FEET THEREOF,

TOGETHER WITH THE SOUTHEASTERLY 3.00 FEET OF LOT 6 OF SAID MAP NO. 12109.

**LEGAL DESCRIPTION  
PARCEL "E" B/C 98-0164**

LOT 6 OF COUNTY OF SAN DIEGO TRACT NO. 4569-01, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF, NO. 12109, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 6, 1988,

EXCEPTING THEREFROM THE SOUTHEASTERLY 3.00 FEET THEREOF,

TOGETHER WITH THE SOUTHEASTERLY 3.00 FEET OF LOT 7 OF SAID MAP NO. 12109.

**LEGAL DESCRIPTION  
PARCEL "F" B/C 98-0164**

LOT 7 OF COUNTY OF SAN DIEGO TRACT NO. 4569-01, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF, NO. 12109, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 6, 1988,

EXCEPTING THEREFROM THE SOUTHEASTERLY 3.00 FEET THEREOF,

TOGETHER WITH THE SOUTHEASTERLY 3.00 FEET OF LOT 8 OF SAID MAP NO. 12109.

**LEGAL DESCRIPTION  
PARCEL "G" B/C 98-0164**

LOT 8 OF COUNTY OF SAN DIEGO TRACT NO. 4569-01, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF, NO. 12109, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 6, 1988,

EXCEPTING THEREFROM THE SOUTHEASTERLY 3.00 FEET THEREOF,

TOGETHER WITH THE EASTERLY 3.00 FEET OF LOT 9 OF SAID MAP NO. 12109.

**LEGAL DESCRIPTION  
PARCEL "H" B/C 98-0164**

LOT 9 OF COUNTY OF SAN DIEGO TRACT NO. 4569-01, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF, NO. 12109, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 6, 1988,

**EXCEPTING THEREFROM THE EASTERLY 3.00 FEET THEREOF,**

**ALSO EXCEPTING THEREFROM THAT PORTION LYING SOUTHWESTERLY OF THE FOLLOWING DESCRIBED LINES:**

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT 9, BEING A POINT THE ARC OF A 48.00 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY, A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 39°02'38" EAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 10.79 FEET THROUGH A CENTRAL ANGLE OF 12°52'56", SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID LINE NORTH 18°10'46" WEST, 20.49 FEET; THENCE NORTH 39°02'38" WEST, 218.88 FEET; THENCE NORTH 48°48'29" WEST, 106.13 FEET TO THE MOST WESTERLY CORNER OF SAID LOT 9.

**LEGAL DESCRIPTION  
PARCEL "I" B/C 98-0164**

LOT 11 OF COUNTY OF SAN DIEGO TRACT NO. 4569-01, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF, NO. 12109, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 6, 1988,

**TOGETHER WITH THE NORTHWESTERLY 39.00 FEET OF LOT 12 OF SAID MAP NO. 12109,**

**ALSO TOGETHER WITH THAT PORTION OF LOT 16 OF SAID MAP NO. 12109 LYING NORTHEASTERLY OF THE FOLLOWING DESCRIBED LINES:**

BEGINNING AT THE SOUTHWESTERLY TERMINUS OF THE SOUTHEASTERLY LINE OF SAID NORTHWESTERLY 39.00 FEET OF LOT 12; THENCE ALONG THE SOUTHWESTERLY PROLONGATION THEREOF SOUTH 44°28'25" WEST, 3.59 FEET TO A LINE RUNNING PARALLEL WITH AND DISTANT 3.00 FEET SOUTHWESTERLY FROM THE NORTHEASTERLY LINE OF SAID LOT 16; THENCE ALONG SAID LINE NORTH 12°19'39" WEST, 48.32 FEET TO THE NORTHWESTERLY LINE OF SAID LOT 16; THENCE ALONG SAID LINE NORTH 72°52'59" EAST, 3.01 FEET TO THE MOST NORTHERLY CORNER OF SAID LOT 16.

**LEGAL DESCRIPTION  
PARCEL "J" B/C 98-0164**

LOT 12 OF COUNTY OF SAN DIEGO TRACT NO. 4569-01, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF, NO. 12109, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 6, 1988,

**EXCEPTING THEREFROM THE NORTHWESTERLY 39.00 FEET THEREOF,**

**TOGETHER WITH THE NORTHWESTERLY 55.00 FEET OF LOT 13 OF SAID MAP NO. 12109,**

**ALSO TOGETHER WITH THAT PORTION OF LOT 15 OF SAID MAP NO. 12109 LYING NORTHEASTERLY OF THE FOLLOWING DESCRIBED LINES:**

BEGINNING AT THE SOUTHWESTERLY TERMINUS OF THE SOUTHEASTERLY LINE OF SAID NORTHWESTERLY 55.00 FEET OF LOT 13; THENCE ALONG THE SOUTHWESTERLY PROLONGATION THEREOF SOUTH 46°03'53" WEST, 3.08 FEET TO A LINE RUNNING PARALLEL WITH AND DISTANT 3.00 FEET SOUTHWESTERLY FROM THE NORTHEASTERLY LINE OF SAID LOT 15; THENCE ALONG SAID LINE NORTH 30°57'50" WEST, 58.16 FEET TO THE NORTHWESTERLY LINE OF SAID LOT 15; THENCE ALONG SAID LINE NORTH 77°58'19" EAST, 3.17 FEET TO THE MOST NORTHERLY CORNER OF SAID LOT 15.

ALSO TOGETHER WITH THAT PORTION OF LOT 16 OF SAID MAP NO. 12109 LYING NORTHEASTERLY OF THE FOLLOWING DESCRIBED LINES:  
BEGINNING AT THE SOUTHWESTERLY TERMINUS OF THE SOUTHEASTERLY LINE OF SAID NORTHWESTERLY 39.00 FEET OF LOT 12; THENCE ALONG THE SOUTHWESTERLY PROLONGATION THEREOF SOUTH 44°28'25" WEST, 3.59 FEET TO A LINE RUNNING PARALLEL WITH AND DISTANT 3.00 FEET SOUTHWESTERLY FROM THE NORTHEASTERLY LINE OF SAID LOT 16; THENCE ALONG SAID LINE SOUTH 12°19'39" EAST, 45.35 FEET TO THE SOUTHWESTERLY PROLONGATION OF THE SOUTHEASTERLY LINE OF SAID LOT 12; THENCE ALONG SAID LINE NORTH 77°58'19" EAST, 3.00 FEET TO THE MOST SOUTHERLY CORNER OF SAID LOT 12.

**LEGAL DESCRIPTION  
PARCEL "K" B/C 98-0164**

LOT 13 OF COUNTY OF SAN DIEGO TRACT NO. 4569-01, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF, NO. 12109, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 6, 1988,

EXCEPTING THEREFROM THE NORTHWESTERLY 55.00 FEET THEREOF,

TOGETHER WITH THE NORTHWESTERLY 55.00 FEET OF LOT 14 OF SAID MAP NO. 12109,

ALSO TOGETHER WITH THAT PORTION OF LOT 15 OF SAID MAP NO. 12109 LYING NORTHEASTERLY OF THE FOLLOWING DESCRIBED LINES:  
BEGINNING AT THE SOUTHWESTERLY TERMINUS OF THE SOUTHEASTERLY LINE OF SAID NORTHWESTERLY 55.00 FEET OF LOT 14; THENCE ALONG THE SOUTHWESTERLY PROLONGATION THEREOF SOUTH 67°11'18" WEST, 3.11 FEET TO A LINE RUNNING PARALLEL WITH AND DISTANT 3.00 FEET SOUTHWESTERLY FROM THE NORTHEASTERLY LINE OF SAID LOT 15; THENCE ALONG SAID LINE NORTH 7°42'19" WEST, 57.16 FEET AND NORTH 30°57'50" WEST, 82.19 FEET TO THE SOUTHWESTERLY PROLONGATION OF THE SOUTHEASTERLY LINE OF SAID NORTHWESTERLY 55.00 FEET OF LOT 13; THENCE ALONG SAID LINE NORTH 46°03'53" EAST, 3.08 TO SAID NORTHEASTERLY LINE OF LOT 15.

**LEGAL DESCRIPTION  
PARCEL "L" B/C 98-0164**

LOT 14 OF COUNTY OF SAN DIEGO TRACT NO. 4569-01, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF, NO. 12109, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 6, 1988,

EXCEPTING THEREFROM THE NORTHWESTERLY 55.00 FEET THEREOF,

TOGETHER WITH THAT PORTION OF LOT 15 OF SAID MAP NO. 12109 LYING EASTERLY OF THE FOLLOWING DESCRIBED LINES:

BEGINNING AT THE SOUTHWESTERLY TERMINUS OF THE SOUTHEASTERLY LINE OF SAID NORTHWESTERLY 55.00 FEET OF LOT 14; THENCE ALONG THE SOUTHWESTERLY PROLONGATION THEREOF SOUTH 67°11'18" WEST, 3.11 FEET TO A LINE RUNNING PARALLEL WITH AND DISTANT 3.00 FEET SOUTHWESTERLY FROM THE NORTHEASTERLY LINE OF SAID LOT 15; THENCE ALONG SAID LINE SOUTH 7°42'19" EAST, 68.36 FEET TO THE SOUTHERLY LINE OF SAID LOT 15, BEGINNING A POINT ON THE ARC OF A 620.00 FOOT RADIUS CURVE CONCAVE SOUTHERLY, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 4°28'34" WEST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE 3.00 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 15.

**LEGAL DESCRIPTION  
PARCEL "Q" B/C 98-0164**

ALL OF LOT 20 OF COUNTY OF SAN DIEGO TRACT NO. 4569-01, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF, NO. 12109, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 6, 1988,

TOGETHER WITH THE SOUTHEASTERLY 3.00 FEET OF LOT 21 OF SAID MAP NO. 12109.

**LEGAL DESCRIPTION  
PARCEL "R" B/C 98-0164**

LOT 21 OF COUNTY OF SAN DIEGO TRACT NO. 4569-01, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF, NO. 12109, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 6, 1988,

EXCEPTING THEREFROM THE SOUTHEASTERLY 3.00 FEET THEREOF,

TOGETHER WITH THE SOUTHEASTERLY 3.00 FEET OF LOT 22 OF SAID MAP NO. 12109.

**LEGAL DESCRIPTION  
PARCEL "S" B/C 98-0164**

LOT 22 OF COUNTY OF SAN DIEGO TRACT NO. 4569-01, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF, NO. 12109, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 6, 1988,

EXCEPTING THEREFROM THE SOUTHEASTERLY 3.00 FEET THEREOF,

TOGETHER WITH THE EASTERLY 3.00 FEET OF LOT 23 OF SAID MAP NO. 12109.

**LEGAL DESCRIPTION  
PARCEL "CC" B/C 98-0164**

LOT 10 OF COUNTY OF SAN DIEGO TRACT NO. 4569-01, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF, NO. 12109, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 6, 1988,

TOGETHER WITH THAT PORTION OF LOT 9 OF SAID MAP NO. 12109 LYING SOUTHWESTERLY OF THE FOLLOWING DESCRIBED LINES:

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT 9, BEING A POINT THE ARC OF A 48.00 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY, A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 39°02'38" EAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 10.79 FEET THROUGH A CENTRAL ANGLE OF 12°52'56", SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID LINE NORTH 18°10'46" WEST, 20.49 FEET; THENCE NORTH 39°02'38" WEST, 218.88 FEET; THENCE NORTH 48°48'29" WEST, 106.13 FEET TO THE MOST WESTERLY CORNER OF SAID LOT 9.