

WHEN RECORDED, RETURN TO:

FALLBROOK REAL ESTATE CO.
P. O. BOX 352
FALLBROOK, CALIFORNIA 92028

2158

73-019169

FILED
COUNTY CLERK

Blanche L. Loyal
JAN 14 5 11 PM '73 *Bureau*

SAN DIEGO COUNTY CLERK
MARLEY BUILDING
RECORDED

2300

DECLARATION OF RESTRICTIONS
AND
ROAD MAINTENANCE AGREEMENT

WHEREAS, the undersigned are the owners of the real property situated in the County of San Diego, State of California, hereinafter described; and

WHEREAS, it is the plan of the undersigned to preserve the natural attractiveness and desirability of the said lands and to impose upon all of said lands a general plan of improvement for the benefit of every portion thereof and the future owners of all or any portion of said lands; and

WHEREAS, there is situated on said lands private roadways which will be used in the future by portions of said lands, and it is the intention of the undersigned to provide for the future improvement, repair, maintenance and upkeep of said roadways and to provide for the equitable sharing of expense relating thereto among the persons benefitting from said roadways;

THEREFORE, the undersigned owners declare that all of the lands herein described is held and shall be held, conveyed, hypothecated, used, occupied and improved subject to the following limitations, restrictions and covenants, all of which are declared and agreed to be in the furtherance of a plan for the general improvement of said lands, and all of which are agreed upon for the purpose of enhancing and

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protecting the value, desirability and attractiveness of the lands and every part thereof. All of the limitations, restrictions and covenants herein after set forth shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in said lands or any part thereof.

1. Lands Subject to this Agreement:

The lands subject to this agreement are Sections 2, 3, 11, 12 and 13 and those portions of Sections 10 and 15 lying Easterly of Pala-Temecula Road EXCEPTING those portions of Sections 3, 10 and 15 which have direct access to Pala-Temecula Road by driveway or private road and which do not have any road connections to roads within lands subject hereto, all in Township 9 South, Range 2 West, San Bernardino Base and Meridian, in the County of San Diego, State of California.

2. Land Use:

No portion of said lands shall be used for other than agricultural or single family residence purposes except as specifically authorized by the provisions of paragraph 7 of these restrictions. The term "single family" shall include detached garages or necessary out-buildings, and not to exceed a single guest house for the use of the owner of the premises and his guests, and not for rental purposes.

3. Temporary structures:

No temporary structures, tents, shacks or residence trailers shall be permitted on any portion of said property, provided however, that private boat trailers or camping trailers may be maintained thereon if properly screened or garaged.

4. Residences:

No residence constructed on said property other than guest houses, shall contain less than 1200 square feet, exclusive of patios, porches and garages. All buildings erected on any parcel shall be constructed under an approved building plan and shall be completed within five years of commencement. If the first construction is a guest house or other out-building, the 1200 square foot minimum residence shall be completed within five years of the start of con-

struction of such guest house or out-building.

5. Lot area:

Said property shall not be divided into any lots or parcels containing a gross area of less than one (1) acre.

6. Poultry and animal husbandry:

No portion of said land shall be used for commercial poultry husbandry, nor for commercial animal husbandry, excepting horses and range cattle.

7. Exceptions to single family use:

Because of the area subject to these restrictions, it is recognized that it may be in the interests of all owners of lands covered thereby that certain commercial or resort uses be authorized on portions of said lands. With that in mind, it is agreed that requests for authorization to conduct such enterprises shall be submitted in writing to the "ROAD AND MANAGEMENT COMMITTEE" established by paragraph 9 of these restrictions. Such requests shall contain a detailed plot plan of the area proposed and the structures thereon, and a detailed statement of the activities proposed to be carried on. Following approval by the ROAD AND MANAGEMENT COMMITTEE, the request shall be submitted to all owners of lands within the lands subject to these restrictions, and if approved by owners of sixty-five percent (65%) of the lands subject thereto, such exceptions to the single family restriction shall be authorized.

8. Nuisances:

No nuisance or offensive trade or activity shall be carried on upon any of the land nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

9. Road and Management Committee:

There is hereby established a "ROAD AND MANAGEMENT COMMITTEE" (hereinafter referred to as "COMMITTEE") with

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membership, duties, and powers as follows:

(a) Membership:

The COMMITTEE shall be composed of five (5) members, the initial membership to be the following:
 RAY D. LEMON, 1585 S. Hill, Fallbrook, California;
 DR CLIFFORD H. BROWN, 1032 S. Main, Fallbrook, California;
 JAKE D. STURZENEGGER, 3024 via Del Robles, Fallbrook, California;
 IAN FORSYTH, Rt. 2, Box 107-A, Tecalote Dr., Fallbrook, CA;
 GWEN SOUTHARD, 3909 Reche Rd., Sp. 2, Fallbrook, California,
 all of whom shall be owners of lands subject to these restrictions. At the first meeting of the COMMITTEE the members shall draw lots to determine their term of office, one of such terms to be for one (1) year; two of such terms to be for two (2) years and two of such terms to be for three (3) years. Members of the COMMITTEE shall, however, continue to serve until they have been replaced by election at an annual meeting, or by other means hereinafter set forth, and their successor has taken office.

In the event any COMMITTEE member shall cease to be an owner of lands subject to these restrictions; or shall be unable or unwilling to serve on the COMMITTEE for any reason, the remaining members shall select a replacement to serve the remainder of such unexpired term.

(b) Annual Meeting:

There shall be an annual meeting of all landowners of lands subject hereto to be held on dates fixed by the COMMITTEE. The COMMITTEE shall mail written notice of the time and place of such meetings to all landowners at least ten (10) days prior to such meeting date. Landowners may attend such meeting in person or by proxy, and proxy-holders, whether or not landowners, shall have the full rights of a landowner at such meeting.

(c) Voting at annual meeting:

At such annual meeting each landowner shall be

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entitled to one (1) vote, plus one (1) additional vote for each ten (10) acres of land owned by him.

(d) Order of business:

The order of business at such annual meeting shall be:

- (1) Call to order by Committee Chairman.
- (2) Election of new COMMITTEE members (if applicable).
- (3) COMMITTEE financial report.
- (4) COMMITTEE road report and recommendations.
- (5) Proposed assessments, if any.
- (6) Other business.

(e) Duties and powers of COMMITTEE:

The primary duty of the COMMITTEE shall be to act for the landowners as a whole in the enforcement of these restrictions, and in providing for the repair and maintenance of the roads covered hereby; to consider the addition of new roads to this agreement, as hereinafter set forth: to levy road maintenance assessments when required; to approve or disapprove requests for exceptions to these restrictions as hereinafter set forth; and to carry out such other activities as the land owners shall from time to time direct.

(f) Annual fixed assessments:

It is agreed that all owners of lands subject hereto shall pay to the COMMITTEE an annual assessment of fifty cents (50) per acre owned, on or before April 1st of each year. In addition thereto, the COMMITTEE may, at its discretion, levy an additional assessment of fifty (50) cents per acre during any twelve month period commencing April 1, annually. No further assessments shall be levied for any purpose without the prior approval of membership exercising 65% of the voting power as herein set forth.

(g) Use of assessment funds:

The primary purpose of all funds collected by assessment shall be the repair and maintenance of roadways within the subject lands. All funds collected shall be deposited by the COMMITTEE in a savings account ^{at a bank} and/or savings and loan association and shall be used for no purpose other than road maintenance and repair and necessary clerical and mailing expense, without prior approval of the membership entitled to exercise a majority of the voting power. The COMMITTEE's decision as to the location and nature of work of maintenance and repair shall be final.

(h) Non-assessable lands:

It is recognized that certain of the lands subject to this agreement front on Pala Road, a public highway, and will under normal conditions make no use of roads within subject lands. The assessments provided for herein shall not be levied against lands which have direct access by driveway or private road to Pala Highway, and which do not have any road connections to roads within lands subject hereto.

(i) Roads subject to this Agreement:

The roads subject to this agreement are all within Sections 2, 3, 10, 11, 12, 13, 14, and 15, Township 9 South, Range 2 West, San Bernardino Base and Meridian, San Diego County, California. The roads presently existing are delineated on a map attached hereto marked Exhibit A and made a part hereof by reference.

(j) Additional roads:

It is recognized by the signatories hereto, that as the lands subject to this agreement are developed and re-sold, additional roads will be constructed. It is further recognized that additional sales and re-sales of lands subject to this agreement may result in the construction of new roads which become through roads available for

use not only by the owners immediately adjacent thereto, but to a greater or lesser extent by all landowners within the area. It is the intention of this agreement that all such roads be initially constructed by the developer and/or the parties immediately benefitted thereby, and that the Committee shall not expend any of its funds for such initial construction. However, such roads may be submitted to the Committee with a request for future inclusion within the system of roads delineated on Exhibit A, attached. Such submission to the Committee shall be by means of a detailed legal description of the road in question. On receipt of such request the Committee shall:

(1) Examine the road in question with a view to determining whether or not it is or may be of general benefit to all lands subject hereto.

(2) If the committee finds that such roads are of general benefit to all lands subject hereto and acceptable as to location, grade, alignment and construction, it shall determine what additional charges, if any, shall be agreed to, or what additional work of improvement, if any, shall be performed before such roads are accepted as a part of the system covered by this agreement.

(3) The Committee shall advise the parties requesting inclusion of such roads as to the conditions on which such roads will be accepted into the road system. Such conditions may include any or all of the following: additional road improvement; payment of a cash sum; agreement of the lands affected to an additional charge for maintenance, over and above that provided for herein, or any other conditions the Committee deems necessary to equalize the burden of maintenance and repair among all landowners.

(4) If the parties submitting such roads for inclusion agree to the terms recommended by the Committee, the Committee shall then advise the general membership of

the roads proposed for inclusion and the terms of such inclusion. At the discretion of the committee the matter may be considered at a regular or special meeting of all owners, or by submission by mail. In the event 65% of all landowners subject to this agreement agree to such inclusion on the terms proposed, the roads shall be included and shall thereafter be under the jurisdiction of the Committee and subject to all the terms hereof.

10. Enforcement:

Notwithstanding anything to the contrary herein contained, any landowner subject to this agreement may initiate action at law or equity, or take other action, to enforce any provision hereof.

11. Attorneys fees and costs:

In the event any action is instituted by the Committee or any individual for the enforcement of any provision hereof or for damages or other relief in connection herewith, the successful party or parties in such litigation shall be entitled to their reasonable attorneys fees in an amount determined by the court, and in addition shall be entitled to reimbursement of their necessary expenses in such litigation not covered by normal "costs of suit" as defined by the Laws of the State of California then in effect.

DATED: May 12, 1972

Elmer V. Ruzicka
ELMER V. RUZICKA

Gloria Ruzicka
GLORIA RUZICKA

Ray D. Lemon
RAY D. LEMON

Florinice S. Magee
FLORINICE S. MAGEE

Orin G. Flint
ORIN G. FLINT

Daniel D. Wile
DANIEL D. WILE

Carl C. Pascal
CARL C. PASCAL

Donald R. Sturzenegger
DONALD R. STURZENEGGER

Jake D. Sturzenegger
JAKE D. STURZENEGGER

Kitti O. Westlund
KITTI O. WESTLUND

Arthur P. Westlund
ARTHUR P. WESTLUND

Kitti O. Westlund
KITTI O. WESTLUND

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David A. Westlund
DAVID A. WESTLUND
Richard D. Harris
RICHARD D. HARRIS

Marvin E. Helsley
MARVIN E. HELSLEY
Georgia Harris
GEORGIA HARRIS

Milton Bartick
MILTON BARTICK

Ruth Bolster
RUTH BOLSTER

Linda W. Cowan
LINDA W. COWAN
R. Wicker Gamble
R. WICKER GAMBLE

Daniel G. Bracey
DANIEL G. BRACEY

Neil Boren
NEIL BOREN

Donna R. Boren
DONNA R. BOREN

Ray F. Gheen
RAY F. GHEEN

Leon L. Green
LEON L. GREEN

Chris Bakker
CHRIS BAKKER

Grace N. Bakker
GRACE N. BAKKER

A. P. Quirk
A. P. QUIRK

Ian C. Forsyth
IAN C. FORSYTH

Marvin R. Dilg
MARVIN R. DILG

Ruth P. Dilg
RUTH P. DILG

Warren S. Boggs
WARREN S. BOGGS
(out of the U.S.)

Elizabeth D. Roggs
ELIZABETH D. ROGGS
(out of the U.S.)

Berkeley M. Luhmann
BERKELEY M. LUHMANN

Clauvia I. Luhmann
CLAUVIA I. LUHMANN

Gwendolyn W. Southard
GWENDOLYN W. SOUTHARD

Harvey O. Fortner
HARVEY O. FORTNER

Walter P. Schmid
WALTER P. SCHMID

Walthud H. Schmid
WALTHUD H. SCHMID

Marvin P. Matzlish
MARVIN P. MATZLISH

Judith R. Matzlish
JUDITH R. MATZLISH

Oran P. DeBois, Jr.
ORAN P. DEBOIS, JR.

Thelma Depois
THELMA DEPOIS

Nathan J. Cannella
NATHAN J. CANNELLA

Anna V. Cannella
ANNA V. CANNELLA

Samuel Sacks
SAMUEL SACKS

Patricia K. Prasciunas
PATRICIA K. PRASCIUNAS

John E. Fletcher
JOHN E. FLETCHER

Augustine Prasciunas
AUGUSTINE PRASCIUNAS

NO 73-19169

Stephen R. Curcie
STEPHEN R. CURCIE

Donna Curcie
DONNA CURCIE

Donald Curcie, Jr.
DONALD CURCIE, JR.

Beverly J. Curcie
BEVERLY J. CURCIE

PHILLIP N. LLOYD

VERDA L. LLOYD

FIRST AMERICAN TRUST COMPANY, Successor Trustee to
FIRST AMERICAN TITLE INSURANCE AND TRUST CO.

By James R. [unclear]

By Frank [unclear]

Victor S. Ruzicka
VICTOR S. RUZICKA

Frances Ruzicka
FRANCES RUZICKA

Eugene D. Fortner
EUGENE D. FORTNER

Dolores Fortner
DOLORES FORTNER

Si Kroll
SI KROLL

Maggie Kroll
MAGGIE KROLL

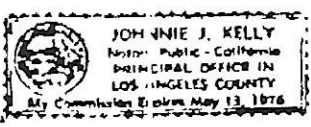
Elmer Victor Ruzicka
ELMER VICTOR RUZICKA, Trustee under
Declaration of Trust dated Dec. 18, 1967.

STATE OF CALIFORNIA
COUNTY OF Los Angeles } ss.

On October 19, 1972 before me, the undersigned, a Notary Public in and for said State, personally appeared Richard D. Harris and Georgis Harris

to be the person whose name is subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal
Signature Johnnie J. Kelly



Name (Typed or Printed)

This area to be affixed separate seal

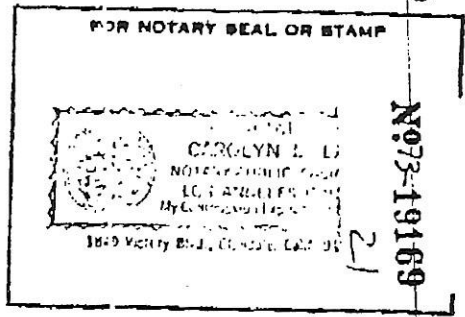
STATE OF CALIFORNIA
COUNTY OF Los Angeles } ss.

On August 27, 1972 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Elmer Victor Ruzicka, Trustee under Declaration of Trust dated Dec. 18, 1967 and Dec. 18, 1967

known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

Carolyn L. Lang
Carolyn L. Lang
Name (Typed or Printed)

Notary Public in and for said County and State



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