

AMENDED AND RESTATED
DECLARATION OF COVENANTS,
CONDITIONS & RESTRICTIONS
FOR THE
HIDDEN MEADOWS PLANNED
DEVELOPMENT

TRACTS NO. 4234, 5744, 7107, 7391

AND 7653

BOARD REVISED

March 23, 1998

TABLE OF CONTENTS

	Page No.
PREAMBLE	1
ARTICLE I USES OF THE PROPERTY	2
A. Residential Purposes Only	2
B. New Buildings Only	2
C. Tents, Shacks, Etc.	2
D. Parking	2
E. Farm Animals, Etc.....	2
F. Commercial Uses, Etc.....	3
G. Garage Sales.....	3
H. Nuisances	3
I. Wells, Etc.....	3
J. Dumping, Garbage and Refuse Disposal	4
K. Sign Restrictions.....	4
L. Rented Property.....	5
ARTICLE II SITE DEVELOPMENT.....	5
A. Fill or Grading.....	5
B. Removal of Trees, Rocks, Etc.	5
C. Extent of Building Area.....	5
D. Easements.....	5
1. Slope and Drainage Easements.....	5
2. Maintenance of Easements	6
3. Other Easements Exclusively for Tract 5744	6
4. Other Easements Exclusively for Tract 7107	6
5. Other Easements Exclusively for Tract Number 7391.....	7
6. Other Easements Exclusively for Tract Number 7653.....	8
E. Fire Protection.....	8
ARTICLE III SUBMISSION AND REVIEW OF PROPOSED CONSTRUCTION PLANS	9
1. General.....	9
2. Performance Deposits	9
3. Required Plans	9
4. Approval	11
5. No Guaranty.....	11
6. Subsequent Use	11
ARTICLE IV CHARACTER, SIZE, CONSTRUCTION AND MAINTENANCE OF BUILDINGS, IMPROVEMENTS AND LANDSCAPING.....	12
A. Minimum Floor Area of Dwellings	12

B. Height of Building.....	12
C. Solar Installations	12
D. Balconies and Decks.....	13
E. Building Materials and Exterior Design.....	13
F. Fences and Other Construction	13
G. Television, Radio and TV Satellite Dish Antennas.....	13
H. No Second-Hand Materials.	14
I. Diligence in Construction Required	14
J. Exterior Alterations	14
K. Landscaping Changes.....	14
L. Clothes Drying.....	14
M. No Physical Obstructions or Plantings.....	15
N. Exterior Lighting.....	15
O. Permitted Building Area.....	16
P. Failure to Complete Work.....	18
Q. Building and Landscape Maintenance	18
1. Maintenance and Repair	18
2. Killing or Removal of Trees	18
R. Neighborhood Compatibility.....	18
 ARTICLE V BREACH.....	 19
 ARTICLE VI SEVERABILITY.....	 20
 ARTICLE VII EXTENSION OF RESTRICTIONS.....	 20
 ARTICLE VIII INTERPRETATION OF RESTRICTIONS.....	 20
 ARTICLE IX FAILURE TO COMPLY WITH ORDER OF THE ASSOCIATION.....	 20
 ARTICLE X AMENDMENTS	 21
 ARTICLE XI NO WAIVER	 21
 ARTICLE XII NO SUBDIVISION OF LOTS	 21
 ARTICLE XIII THE MEADOWS HOMES ASSOCIATION	 21
 ARTICLE XIV DEFINITIONS	 23
 CERTIFICATION.....	 26
 EXHIBIT A with Attachment 1	

EXHIBIT B
EXHIBIT C

AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS
FOR THE HIDDEN MEADOWS PLANNED DEVELOPMENT
TRACTS No. 4234, 5744, 7107, 7391, 7653

This Amended and Restated Declaration of Covenants, Conditions and Restrictions ("Declaration") for Tracts Numbered 4234, 5744, 7107, 7391, 7653 of THE HIDDEN MEADOWS PLANNED DEVELOPMENT ("The Meadows" or "the Real Property"), the legal description of which is attached hereto as Exhibit "C", executed this 23rd day of March, 1998, by THE MEADOWS HOMES ASSOCIATION ("Association"), a California non-profit mutual benefit corporation, the individual members of which are hereinafter referred to as "Declarants", restates and replaces the previous Amended and Restated Declaration of Covenants, Conditions and Restrictions thereto recorded in the Office of the San Diego County Recorder on May 6, 1993 as Document No. 1993-0284722, and all previous Declarations of Covenants Conditions and Restrictions thereto of record in the Office of the San Diego County Recorder.

The purpose of this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Tracts Numbered 4234, 5744, 7107, 7391 and 7653, is to supersede and incorporate into one set all Declarations of Covenants, Conditions Restrictions, Amendments thereto, and Restatements thereof, previously recorded.

NOW, THEREFORE, Declarants hereby declare that the Real Property shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold and improved, subject to the following declarations, limitations, covenants, conditions, restrictions and easements, all of which are for the purpose of enhancing and protecting the value and attractiveness of the Real Property, and every part thereof, in accordance with the plan for the continued maintenance and improvement of the property. All of the limitations, covenants, conditions, restrictions and easements shall constitute covenants which shall run with the land and shall be binding upon Declarants and their successors and assigns, and all parties having or acquiring any right, title or interest in or to any part of the Real Property.

The Declarants are the owners in fee simple of the Real Property described above.

Enforcement of these covenants shall be the province of the Board of Directors of the Association ("the Board".) To assist the Board, there shall be an Architectural Review Committee ("the Committee") consisting of five (5) or more members appointed by the Board to three (3) year terms. If possible, the terms of service shall be staggered so that no more than one (1) member shall have less than six (6) months tenure. Committee members serve at the discretion of the Board.

ARTICLE I

USES OF THE PROPERTY

A. Residential Purposes Only.

All of said lots shall be used for residential purposes only, and no building or buildings shall be erected, constructed, altered or maintained on any of said lots other than detached single family dwellings, together with outbuildings, as approved by the Committee.

B. New Buildings Only.

No building of any kind shall be moved from any other place onto any of said lots, or from one lot to another lot, without the prior written approval of the Committee.

C. Tents, Shacks, Etc.

No tent, shack, trailer, recreational vehicle, basement, garage or outbuilding shall, at any time, be used on any lot or on the street as a residence, either temporarily or permanently; nor shall any residence of a temporary character be constructed, placed or erected on any lot.

D. Parking.

Except as driven by a short-term house guest, no truck over three-quarter ton, camper, recreational vehicle, trailer, boat of any kind, shall be parked or left on any lot, street or driveway more than 72 hours in total during any consecutive 30 day period. Work vehicles with flat beds, lumber, pipe or tool racks attached may only be parked in a driveway of a lot and may not be parked on the street. Inoperable vehicles may not be parked or left on any lot, street or driveway at any time, even if said vehicles are covered from view. On a lot containing a house, parking is limited to the driveway and approved parking spaces only. Parking on vacant lots is prohibited. The sole exception to the above restriction against parking on vacant lots is when the property is under construction or repair.

E. Farm Animals, Etc.

1. No fowl of any kind, other than caged pets, or animals, other than family pets (dogs or cats), shall be kept on said lots except horses as provided below. Nothing in this Declaration is intended to allow the keeping of fowl or animals which are prohibited by local county zoning or use regulations. In the event this Declaration would allow the keeping of fowl or animals which would be prohibited by local county regulations, the county regulations shall apply.

2. The following exceptions apply to Tract 7653: Horses may be maintained on the lots hereinafter described:

- a. Lots 61, 62, 67-78, 124-132, 131, 136, 137 and 140-152 may each maintain a maximum of three (3) horses.
- b. Lots 104, 105 and 106 may each maintain a maximum of six (6) horses.
- c. Lot 107 may maintain a maximum of four (4) horses.

Owners of the above-referenced lots may not maintain horses on said lots until after a residence is built on said lot and a certificate of occupancy has been issued by the appropriate governmental entity authorizing occupancy of such residence. The owner of each lot upon which horses may be maintained shall be allowed to construct on such lot covered horse stall, stable or barn not to exceed 400 square feet in size and appropriate fence enclosure. No such stall, stable, barn and fence shall be built unless and until the plans for same have been submitted to and have received the prior written approval of the Committee.

3. Pets being exercised must be on a leash.

F. Commercial Uses, Etc.

No commercial dog-raising or cat-raising of any kind or commercial manufacturing, repairing or trading business shall be conducted on any of said lots, and nothing shall be done upon any lot which may, in the judgment of the Board, become an annoyance or nuisance to the neighborhood.

G. Garage Sales.

Garage sales shall be limited to personal property of the lot owners, relatives and immediate neighbors. The sign restrictions set forth in Article I, Section K shall apply.

H. Nuisances.

No noxious, illegal, or offensive activities shall be carried out in or upon any lot, or any part of the Real Property, nor shall anything be done thereon which may be or may become an annoyance, or a nuisance to, or which may in any way interfere with the quiet enjoyment of each of the owners of his respective lot, or which shall in any way increase the rate of insurance for the Real Property, or cause any insurance policy to be cancelled, or to cause a refusal to renew the same, or which will impair the structural integrity of any building.

I. Wells, Etc.

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted.

J. Dumping, Garbage and Refuse Disposal.

All rubbish, trash and garbage shall be regularly removed from the real property, and shall not be allowed to accumulate thereon. Trash, garbage and other waste shall be kept in sanitary containers. No lot shall be used or maintained as a dumping ground or for storage of dirt. All equipment for the storage or disposal of trash, garbage or other waste shall be kept in a clean and sanitary condition.

K. Sign Restrictions.

1. No signs of any kind or for any use or purpose whatsoever, except as provided for in Paragraph 2 below, or required to be installed or maintained by legal proceedings, ordinances or statutes, shall be displayed upon any lots or upon any building or structure thereon, without the prior written approval of the Committee. Conformance with these regulations is the responsibility of the member owning the property.

2. Only one (1) real estate, for sale or for rent sign measuring no larger than 1-1/2 feet by 2 feet for a total area of three (3) square feet will be allowed on any lot. Signs will be mounted on single metal stakes, placed parallel to the curb and extend no higher than three (3) feet above the ground.

Notwithstanding the foregoing, two (2) real estate signs per lot shall be allowed only under the following circumstances: 1) for those lots which abut streets to the front and rear of the lot; or 2) for those lots which abut the golf course to the rear of the lot; or 3) those lots which have an unobstructed view of the rear of the property from an adjacent street. All real estate, for sale or for rent signs referenced in this section must meet the dimension requirements set forth above.

3. One open house sign of no more than three square feet will be allowed on any lot and one lead-in sign of not more than three square feet may be posted at the nearest major intersection. Flags are prohibited. Open house and lead-in signs will be allowed only during daylight hours, only while the house is being held open. Signs will be mounted on single metal stakes, placed parallel to the curb and extend no higher than three feet above the ground. Lead-in signs to houses not located within The Meadows Tracts are prohibited.

4. Sold or in escrow signs must be contained within the three square foot real estate, for sale or rent sign area restrictions. Both the real estate, for sale or rent signs must be removed within fifteen (15) days from the date that a property is sold or placed in escrow.

5. The Association shall, in its discretion, take the steps necessary for removal of signs not conforming to the above specifications. Signs on property owned by the Association may be removed in the Association's sole discretion.

L. Rented Property.

The lot owner will remain primarily responsible for the renter's adherence to all of the covenants, conditions and restrictions described herein. Lot owners shall attach a copy of this Amended and Restated Declaration of Covenants, Conditions and Restrictions to any renter's copy of the rental agreement. The Secretary of the Board shall be notified in writing of the renter's name and telephone number and the lot owner's current residential address and telephone number.

ARTICLE II

SITE DEVELOPMENT

A. Fill or Grading.

No lot shall be filled or graded for any purpose without securing prior written approval of the Committee. Fill or grading plans must indicate the extent of such grading, all required engineering calculations, soil disposal or distribution methods proposed, cut and fill depths, etc. Only those areas approved for grading shall be included in the work and all other areas shall be held undisturbed in their natural conditions.

B. Removal of Trees, Rocks, Etc.

No trees, shrubs, rocks or other such natural elements affecting the environment of the area shall be removed or damaged without securing the prior written approval of the Committee. Plans submitted for approval must indicate any such possibilities.

C. Extent of Building Area.

Each lot or parcel has specified buildable limits. Setbacks and/or side yard dimensions shall never be less than those allowed by the County of San Diego, but in each case wherein the setback and/or side yard defined by the permitted building area defined in this Declaration is in conflict with County requirements, the more restrictive provisions shall govern. The definitions of lot lines and the permissible setbacks are found under Article IV.O.

D. Easements.

1. Slope and Drainage Easements.

Each lot owner shall maintain and keep in good repair all slopes and drainage ways located on his lot. Each lot owner shall permit free access by owners of adjacent or adjoining lots to slopes or drainage ways located on his property which affect said adjacent or adjoining lots when such access is essential for the maintenance of permanent stabilization of said slopes, or maintenance of the

drainage facilities for the protection and use of property other than the lot on which the slope or drainage way is located. Each owner of a lot will not in any way interfere with the established drainage pattern over his lot from adjoining or other lots, or he will make adequate provisions for proper drainage in the event it is necessary to change the established drainage over his lot.

2. Maintenance of Easements.

Each lot owner shall permit free access by Declarants or their successors or assigns to any and all easements for the purpose of maintaining the same. Nothing, however, in this Article or any other section of the CC&R's is to be construed as requiring the Association to be responsible for the maintenance of any easements other than those over property owned by the Association.

3. Other Easements Exclusively for Tract 5744.

Declarants reserve for themselves, their successors and assigns, for purposes incident to their development of the real property subject to these restrictions, fuelbreak easements, firebreak easements and open space easements as specifically set forth on the Final Subdivision Map for Tract 5744.

4. Other Easements Exclusively for Tract 7107.

Declarants reserve for themselves, their successors and assigns, for purposes incident to their development of the real property subject to these restrictions, fuelbreak easements, firebreak easements and open space easements specifically set forth on the Final Subdivision Map for Tract 7107 (The Meadows, Unit No. 1), and generally described as follows:

a. An easement 70 feet width adjoining:

(1) A line parallel to and 30 feet from the northerly and westerly subdivision boundary of The Meadows Unit No. 1, said easement applies to lots 1-14, inclusive, 28-35, inclusive, and 37-44, inclusive of this subdivision for the purpose of removing natural grasses and natural vegetation, and for the additional purpose of maintaining thereon in a clean, neat and safe condition green grasses, single specimens of trees, ornamental shrubbery or similar vegetation.

(2) Declarants reserve the right to enter upon the lots specified in subsection (1), above, when necessary or desirable to maintain the easement in a clean, neat and safe condition and to install landscaping thereon in its discretion. In the event that native vegetation exists on said easement at the time a lot owner wishes to commence construction on the lots specified in subsection (1), above, he may clear such native vegetation, which does not include single specimens of trees, ornamental shrubbery or similar vegetation after obtaining the appropriate grading and construction approvals from the Committee pursuant to Article III. Such clearing may only be performed in accordance with Section B of this Article II.

(3) Notwithstanding the foregoing, lot owners may maintain improvements within the easement area, including dwellings and appurtenant structures and landscaping, provided such plantings are maintained in a condition which is complimentary to and shall not interfere with the maintenance of this greenbelt reserved unto Declarants as described in this Section.

5. Other Easements Exclusively for Tract 7391.

Declarants reserve for themselves, their successors and assigns, for purposes incident to their development of the real property subject to these restrictions, fuelbreak easements, firebreak easements and open space easements specifically set forth on the Final Subdivision Map for Tract 7391 (The Meadows, Fairway No 1), and generally described as follows:

a. An easement 70 feet in width adjoining:

(1) The easterly subdivision boundary adjacent to lots 132, 131, 114, 113 and 112 of The Meadows Fairway Unit No. 1. Said easement applies only to lots 132, 131, 114 and 113, and that portion of lot 112 bounded on the south by a line parallel with the north line of lot 111 and 70 feet south (measured at right angles) of the westerly prolongation of said north line. Bounded on the west by a line parallel with the east line of said lot 112 and 70 feet west (measured at right angles) of said east line. Bounded on the north by the north line of said lot 112 and bounded on the east by the east line of said lot 112 of the said The Meadows Fairway Unit No. 1.

(2) The northerly subdivision boundary of Hidden Meadow Fairway Unit No. 1. Said easement only applies to lots 93-111, inclusive, and lots 130 and 132 of the said The Meadows Fairway Unit No. 1 subdivision.

b. An easement 20 feet in width adjoining a line parallel to and 30 feet from the westerly subdivision boundary (adjacent to lots 115-123, inclusive, and lots 125-130, inclusive) of The Meadows Fairway Unit No. 1. Said easement only applies to lots 115-123, inclusive, and lots 125-130, inclusive, of Tract 7391.

c. Declarants reserve the right to enter upon the lots specified in subsections (a) and (b), above, when necessary or desirable to maintain the easement in a clean, neat and safe condition and to install landscaping thereon in its discretion. In the event that native vegetation exists on said easement at the time a lot owner wishes to commence construction on the lots specified in subsections (a) and (b), above, he may clear such native vegetation, which does not include single specimens of trees, ornamental shrubbery or similar vegetation after obtaining the appropriate grading and construction approvals from the Committee pursuant to Article III. Such clearing may only be performed in accordance with Section B of this Article II.

d. Notwithstanding the foregoing, lot owners may maintain improvements within the easement area, including dwellings and appurtenant structures and landscaping, provided such

plantings are maintained in a condition which is complimentary to and shall not interfere with the maintenance of this greenbelt reserved unto Declarants as described in this Section.

6. Other Easements Exclusively for Tract Number 7653.

Declarants reserve for themselves, their successors and assigns, for purposes incident to their development of the real property subject to these restrictions, fuelbreak easements, firebreak easements and open space easements specifically set forth on the Final Subdivision Map for Tract 7653 (The Meadows, Unit No. 2), and generally described as follows:

- a. 100-foot fuelbreak easement on lots 144-152, inclusive.
- b. 70-foot fuelbreak easement on lots 140-143, inclusive, 137, 128-131, inclusive, 108, 100-103, inclusive, 61, 62, 67-78, inclusive, and 86-88, inclusive.
- c. 30-foot fuelbreak easement on lots 61, 104, 107, and 141-144, inclusive.
- d. 70-foot open space easement on lots 104-107, inclusive, and all of lots 171-173, inclusive.

E. Fire Protection.

The canyons, slopes and "greenbelt" areas in and around -The Meadows present potential fire sources which require that precautions be taken on both unimproved and improved lots, particularly during the dry season. All lot owners are required to:

1. Cut and remove all annual weeds.
2. Trim trunks of oak or other large trees to approximately 10 feet above ground and remove thereunder all weeds and/or large accumulation of dry leaves.
3. Lots of less than one-half (1/2) acre should have all annual weeds, and/or large accumulations of dry leaves, and brush from slopes below existing homes removed, but without "scalping."

ARTICLE III

SUBMISSION AND REVIEW OF PROPOSED CONSTRUCTION PLANS

1. General.

No construction or site preparation work of any sort, or major modification to approved construction or site preparation shall be commenced prior to receiving written approval from the Committee of plans and specifications describing such work.

2. Performance Deposits.

General

Applications for any site work must be accompanied by a performance assurance deposit, the amount of which shall be established from time to time by the Board in its discretion. A check in the appropriate amount representing this performance deposit must be tendered to the Committee. This check will be deposited by the Treasurer of the Board in a financial institution of the Board's choice. Interest will be calculated from the date of deposit to date of withdrawal. Upon successful completion of the Committee-approved work, the deposit plus accrued interest will be returned to the applicant. Failure to perform as specified below may result in forfeiture of the deposit and accrued interest.

3. Required Plans.

a. Exploratory Grading Approval

In the event that exploratory grading is to be accomplished prior to submission of construction plans, the Committee's prior written approval of such grading is required. Applications for any exploratory grading work must be accompanied by a deposit, the amount of which shall be established from time to time by the Board in its discretion. A check in the appropriate amount representing this deposit must be tendered to the Committee. This check shall be deposited, interest calculated thereon, and any applicable refunds made as set forth in paragraph 2, above. Two sets of drawings must be submitted for Committee approval and shall accompany the deposit check.

Upon completion of exploratory grading, the applicant shall process an application for construction approval pursuant to Article III.3.b. In the event construction approval is granted by the Committee, within four (4) months of receipt of exploratory grading application approval the Exploratory Grading Deposit and accrued interest will be transferred toward the Construction Performance Deposit provided that ownership of property is unchanged.

If no construction plans have been approved within the aforementioned four (4) months, the Committee may at any time thereafter give sixty (60) days written notice to the lot owner to restore the lot to the Committee's satisfaction as outlined in the notice. If restoration is not completed in the specified time, the deposit and accrued interest shall be deemed forfeited. If the conditions specified in the notice are satisfied, the exploratory Grading Deposit and accrued interest shall be refunded subject to the Association's rights as set forth below.

The Association shall have the right to use all or a part of this deposit for removal of unsightly debris and/or rubbish from the grading site or to repair any damage to any private streets or curbs. A seven (7) day notice will be given to the property owner in the event the Committee deems such action necessary. In the event the lot restoration described above has not been completed within a sixty (60) day period, the Association shall have the right to perform lot restoration work as it sees fit, up to an expenditure equal to the amount of the deposit plus accrued interest. When Exploratory Grading Plans are submitted, and the deposit check tendered to the Committee, a form similar to that contained in Exhibit "A" attached hereto and incorporated herein shall be signed and the check for the required amount attached. The original of said Application shall be kept on file with the Committee, and a copy of the same executed by the applicant, shall be returned to the applicant.

b. Construction Approval

The following construction plans shall be submitted to the Committee: Two (2) sets of final construction drawings and specifications describing in detail floor plan arrangements, roof design (including materials), elevations, section(s), structural solutions, use of materials, heights and dimensions, precise site placement of all structures, fences, grading, drainage plan, access, landscape and patio plans, solar systems and propane tank locations, and other pertinent data as may be required to fully illustrate the intended designs and use. Preliminary discussions of concepts and plans may be held with the Committee, but approval of such does not guarantee the subsequent approval of final plans or negate the requirement for submission of the detailed plans. The Committee will pay particular attention to the effect landscaping, grading, fences, patios, etc., have on drainage and the view from other homes, as well as the effect of security and other outside lighting. On-site observations will be made by the Committee before approval of plans to insure architectural compatibility within the neighborhood and with the terrain.

c. Construction Performance Deposit

A deposit, in the form of a check and in an amount which shall be established from time to time by the Board in its discretion, must be submitted before construction plans will be considered and/or approved by the Committee. The Board of Directors shall establish guidelines for determining the amount of deposit. The deposit plus interest accumulated will be returned to the depositor after Committee approval of completed work subject to the Association's right to use all or part of this deposit for removal of unsightly debris or rubbish from the building site. A seven (7) day notice of intention to remove debris will be given to the lot owner. The Association may withhold return of the deposit until the landscaping has been completed according to approved plans. In the event landscaping is not undertaken by the lot owner within 60 days of the completion date, the Association

shall have the permission to install basic landscaping as they see fit, up to an expenditure equal to the amount of the deposit, plus accumulated interest, and declare the deposit forfeited to the Association. When plans are submitted and the deposit check tendered to the Committee, a form similar to that contained in attached Exhibit "B," shall be signed and the check for the required amount attached. The original of said Application shall be kept on file with the Committee, and a copy of the same, executed by the applicant, shall be returned to the applicant provided that ownership of the property is unchanged.

4. Approval.

Without in any way limiting the effect or generality of the foregoing, the Committee, or its said successors and assigns acting in the premises, before giving any such approval, may require that said plans and specifications shall comply with such requirements as the Committee in its absolute discretion may impose as to structural features of said building or structure, the type of building material used, or other features or characteristics of said building or structure not otherwise expressly covered by any of the provisions of this instrument, and may also require that the exterior finish and color and the architectural style of character of said building or structure shall be, in the discretion of the Committee, or its said successors or assigns, deemed to be suitable in view of the general architectural style and character of buildings erected or to be erected upon said land.

5. No Guaranty.

No approval as outlined in this Article shall constitute any representation or guaranty by the Association, Board or Committee, or member(s) thereof, or any successors or assigns, as to the structural sufficiency of any said building, the efficacy or accuracy or safety of any improvements and/or infrastructure and/or utilities described in or set forth in the approvals, nor shall any such approval relieve the owner of said building from complying with any requirement of any public authority having jurisdiction in the premises.

6. Subsequent Use.

The approval of the Committee for use on any building site of any plans or specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the Committee of its right to object to any of the features or elements embodied in such plans or specifications if and when the same features or elements are embodied in any subsequent plans and specifications submitted for approval, as herein provided, for use on other building sites.

ARTICLE IV

CHARACTER, SIZE, CONSTRUCTION AND MAINTENANCE OF BUILDINGS, IMPROVEMENTS AND LANDSCAPING

A. Minimum Floor Area of Dwellings.

Exclusive of porches, patios, exterior stairways and garages, the gross area of any building shall not be less than one thousand five hundred (1,500) square feet on the ground floor of a one-story building. Where two-story buildings are approved, the combined gross floor area shall not be less than one thousand nine hundred (1,900) square feet.

B. Height of Building.

No building shall be erected that exceeds one story (or 15'0" from floor level to top of roof) in height without the prior written approval and consent of the Committee. In no case shall a garage be constructed over one story in height without prior written approval of the Committee. When site conditions so warrant, buildings two stories in height or "split-level" floor plans will be considered by the Committee in its discretion.

C. Solar Installations.

The following is intended to supplement and implement applicable county, state and federal regulations. Lot owners desiring solar installations for water or space heating must meet the following requirements:

1. If the installation is not a part of original construction, prior to installation the lot owner must submit a description, including a schematic diagram, in duplicate to the Committee for approval,
2. If roof mounted and visible, the installation must conform to the roof line. No part of the system shall be more than 12 inches above the cant of the roof.
3. If not roof-mounted, solar installations shall be screened to be as inconspicuous as possible to neighboring lot owners and the public.
4. Only a minimum of plumbing and electrical equipment may be visible on the exterior of the structure. The description and schematic diagram submitted to the Committee shall call out any such equipment and indicate its visibility on the exterior of the structure.
5. A rigid frame must be installed around collectors if they are not so equipped initially. The description and schematic diagram submitted to the Committee shall specify whether a rigid frame is part of the initial equipment or will be included in the installation.

Balconies and Decks.

No balcony or deck shall be higher above the ground than the floor level to which it is attached except upon prior written approval of the Committee. The support for such balconies or decks, when other than a cantilever from the main structure, requires approval in writing by the Committee.

E. Building Materials and Exterior Design.

1. No flat roofs shall be permitted except where a design concept, in the opinion of the Committee, contributes to the environmental character of a particular site or area, or when a portion of a building is improved in design by such an element.

2. No rock roofs of any sort will be permitted except as may be approved under Section E.1. above.

3. Only fire resistant roofing materials shall be permitted on construction commenced subsequent to the effective date of this Declaration, and any such roofing materials must be approved by the Committee.

4. Location and design of swimming pools, patio covers, gazebos, propane tanks, other extra-building features and final landscape plans must have prior approval in writing from the Committee.

5. All colors, textures and materials must have the prior written approval of the Committee, except that no permission or approval shall be required to repaint in accordance with an existing building's original, existing color scheme.

F. Fences and Other Construction.

It is the intent of this section to keep all property lines free and open one to another to the maximum extent feasible in accordance with the basic open design concept of The Meadows. Fences will be permitted: where legally required; where a basic need can be demonstrated; or where, in the opinion of the Committee, such a fence or enclosure as a structural or aesthetic feature of a design concept will contribute to the character of the area. Fences or enclosures will be permitted only with the prior written approval of the Committee as to exact location, function, materials, heights and color. The Board may limit or specify materials of construction or color in furtherance of the open design concept.

G. Television, Radio and TV Satellite Dish Antennas.

As radio and television service is available to almost all lots in The Meadows, pole-mounted antennas are prohibited except on estate lots 104, 105, 106, and 107 in Tract 7653. TV satellite dish

antennas (dishes) may be permitted on other lots only if the following specified conditions are met. All exterior antenna installations require the prior written approval of the Committee.

1. The erection of a satellite dish is only permitted if it conforms to each of the following:

(a) The dish, its foundation, any attachments, devices or components must be completely hidden from the view of all neighbors (next door or those on higher elevations) or passersby in the covenant area through the use of landscaping.

(b) Walls proposed for the sole purpose of hiding the satellite dish will not be approved.

(c) The installation of a satellite dish and landscaping must conform to other restrictions in the covenant. The plans for such an installation must be submitted to and approved in writing by the Committee before an installation can begin.

(d) The landscaping must completely screen the dish at the time of installation and must not be predicated upon the future growth of any shrubs or trees.

H. No Second-Hand Materials.

No second-hand materials shall be used in the construction of any building or other structure without the prior written approval of the Committee.

I. Diligence in Construction Required.

The work of constructing and erecting any building or other structure shall be prosecuted diligently from the commencement thereof and the same shall be completed within a 12-month period in accordance with requirements herein contained.

J. Exterior Alterations.

No alteration shall be made in the exterior design or color of any structure unless such alteration, including any addition, has received the prior written approval of the Committee.

K. Landscaping Changes.

Landscaping changes which will significantly affect the appearance of the property shall first be approved by the Committee.

L. Clothes Drying.

No clothes drying equipment will be permitted outside a residence unless prior written approval has been obtained from the Committee for such equipment and its location. Any yard space so used shall be screened from view by landscaping unless other screening material has been approved.

M. No Physical Obstructions or Plantings.

1. No physical obstructions or plantings which obscure sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street curb or berm lines and a line connecting them at points 25 feet from the intersection of the street curb or berm lines, or in the case of a rounded property corner, from the intersection of the street curb or berm lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street curb or berm line with the edge of a driveway or alley pavement. Trees remaining within such distances of such intersection and the foliage line must be maintained within heights which prevent obstruction of such sight lines.

2. .

An Association member who had a view at the time of purchase of his/her property which has subsequently been lost or seriously impaired by the overgrowth of a neighbor's landscaping may request said neighbor to trim or remove the offending landscaping to the point of where the view is restored. The neighbor must first attempt to reach an agreement with the neighbor whose landscaping is obstructing the view. If such efforts are unsuccessful, the Regular Member may request the Board to intervene on his/her behalf.

a. To support his/her request to the Board, the member must submit the following documentation:

1. Photographs of the original view which has been obstructed.

2. Photographs of the view as it exists at the time of filing.

3. In lieu of photographs, documentation as to dates of home purchases rather than the date/year that the trees, shrubbery or other landscaping or vegetation was/were planted may be acceptable under certain circumstances if, in the opinion of the Board, the quality and accuracy of the data is pertinent and bears on the question of view obstruction. Such data must also give credible support to the complainant's assertion that the view was in existence during their ownership of the property.

4. Copies of all correspondence between the member and his/her neighbor showing his/her efforts to obtain compliance.

b. Refusal of a homeowner to restore a neighbor's view will be cause for the Board to cite that homeowner for non-compliance with the CC&Rs in accordance with this paragraph if, in the opinion of the Board, the complainant has reasonable grounds.

N. Exterior Lighting.

Exterior lights used to illuminate driveways, patios, parking areas, walks, gazebos, swimming pools, tennis courts, or to provide security, shall be located and oriented so as to give consideration to the effect on neighbors.

O. Permitted Building Area.

Each lot has a specified and dimensioned area which limits the extent of the portion thereof upon which any improvement can be constructed without the express recommendation of the Committee and approval of the Board. The permitted building area for each lot shall be established according to the minimum dimensions governing front, side and rear setbacks as further described below.

The said specified and dimensioned area, for the purpose of this Declaration, is sometimes referred to and defined as the "permitted building area." The term "side line" defines a lot boundary line that extends from the street upon which the lot abuts to the rear line of the lot. The term "rear lot line" defines the boundary line of the lot that is farthest from, and substantially parallel to, the line of the street on which the line abuts. The term "front line" defines a lot boundary line that is abutting the right-of-way of the street on which the lot abuts. A corner lot shall be deemed to have a front line on the street on which the shortest dimension abutting a street occurs, unless said designation will conflict with county designation, in which case the county designation shall govern. The minimum dimensions governing front, side and rear setbacks on all lots, including decks, balconies and covered patios (except fences, walls, sidewalks and steps where approved or required by the Committee), are as follows:

For Tract 4234

1. Front setback
 - a. lots 2, 4, 5, 6, 7 and 8: The minimum front setback shall be 50 feet from the centerline of the street upon which the lots front.
 - b. lots 1 and 3: lots 1 and 3 do not have specific front setbacks. Proposals to build on these lots must include specific proposed dimensions which the Committee may approve or disapprove in its sole discretion.
2. Side setback - The minimum side setback shall be ten (10) feet from each lot side line.
3. Rear setback:
 - a. lots 2, 4, 5, 6, 7 and 8 - The minimum rear setback shall be at least 25 feet from each rear lot line.

b. lots 1 and 3 - lots 1 and 3 do not have specific rear setbacks. Proposals to build on these lots must include specific proposed dimensions which the Committee may approve or disapprove in its sole discretion.

These setbacks and permitted building areas are subject to the constraints of Article IV.R.

For Tract 5744

1. Front setback - 50 feet from the center line of the street upon which lots front.
2. Side setback - 10 feet from each lot side line.
3. Rear setback - 25 feet from each rear lot line.

For Tract 7107

1. Front setback - 50 feet from the center line of the street upon which the lots front.
2. Side setback - 10 feet from each lot side line.
3. Rear setback - 25 feet from the rear line for Lots 8, 15-27, inclusive, 36, 37, and 45-60, inclusive; 30 feet from the rear line for Lots 1-7, inclusive, 9-14, inclusive, 28-35, inclusive, and 38-44, inclusive.

For Tract 7391

1. Front setback - 50 feet from the center line of the street upon which the lots front.
2. Side setback - 10 feet from each lot side line.
3. Rear setback - 50 feet from the rear line of Lots 115-123, inclusive, and 125-130, inclusive; all other Lots in the Tract shall have a setback of 25 feet from the rear lot line.

For Tract 7653

1. Front setback - 50 feet from the center line of the street upon which the lots front, except lots 137, 140 and 141, which shall have setbacks as follows:
 - (a) lot 137 shall be 20 feet from the rear of lot 138.
 - (b) lot 140 shall be 20 feet from the rear of lot 139.

(c) lot 141 shall be 20 feet from the portion of the rear of lot 142 which has a bearing of North 24°22' 40" W and is 65.22 feet in length.

2. Side setback - 10 feet from each lot side line.
3. Rear setback - 25 feet from each rear lot line.

P. Failure to Complete Work.

The lot owner shall complete the construction, reconstruction, refinishing or alteration of any such improvement within one year after commencing except as such completion is rendered impossible or would result in great hardship to the owner due to strikes, fines, national emergencies, natural calamities or other supervening forces beyond the control of the owner or his agents. If the lot owner fails to comply with this section, the Committee shall notify the Board of such failure and the Board shall consider such failure as non-compliance with approved plans and thus a breach of this Declaration. Time extensions over one (1) year may be granted for cause by the Board.

Q. Building and Landscape Maintenance.

1. Maintenance and Repair. The exterior of all improvements and the landscaping on each lot shall be regularly maintained, and repaired (including replacement when required) in good, slightly and well-kept order, repair and condition, in compliance with the construction and landscaping plans approved by the Committee. If the improvements, landscaping and exterior of each lot are not maintained in accordance with these requirements, or such other requirements as may be promulgated from time to time by the Board, the Board shall have the right to declare the lot owner to be in breach of the Covenants, Conditions and Restrictions.

2. Killing or Removal of Trees. No tree over twenty (20) feet in height above ground or six (6) inches in diameter at four (4) foot height shall be removed or killed except with approval of the Committee.

R. Neighborhood Compatibility.

No person shall construct, make additions to or modify any structure on any lot, unless the Committee determines that the resulting structure will be compatible with the neighborhood within which it is located.

To maintain neighborhood compatibility, residential proposals shall address the following objectives:

1. Improvements shall respect and preserve to the greatest extent practicable the natural features of the land, including the existing topography and landscaping.

2. Proposals shall be reasonably compatible with existing neighborhood character in terms of the scale of development of surrounding residences. Designs should minimize the appearance of over- or excessive building, or size and scale which is substantially in excess of existing structures in the neighborhood. The square footage of the structure and the total lot coverage should reflect the uncrowded character of the respective neighborhood. The height of the structures shall maintain to the extent reasonably practicable, some consistency with the height of structures on the neighboring properties.

3. Designs should consider, to the extent reasonably practicable, neighbors' existing or future views.

ARTICLE V

BREACH

A. A breach of any of the Covenants, Conditions and Restrictions contained in this Declaration which is not cured within 15 days from the date notice of such breach is given by the Association to the owner on whose lot such breach occurs, or whose act or omission constitutes such breach, shall give to the Association or its successors the right to immediate re-entry upon such Real Property in the event of any such breach. The right of re-entry hereby reserved shall be enforced only by legal or equitable proceedings in a court of competent jurisdiction.

B. Breach of any of the Covenants, Conditions and Restrictions contained in this Declaration and the continuation of any such breach may be enjoined, abated or remedied by appropriate legal proceedings by any owner, by the Association, or the successors in interest of the Association as the owners of the right of re-entry provided for in the foregoing section. It is hereby agreed that damages at law for such breach are inadequate.

C. The result of every act or omission whereby any of the Covenants, Conditions and Restrictions contained in this Declaration are violated in whole or in part is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against every such result and may be exercised by any owner, by the Association, or its successors in interest as the owners of said right of re-entry.

D. The remedies herein provided for breach of the Covenants, Conditions and Restrictions contained in this Declaration shall be deemed cumulative and none of such remedies shall be deemed exclusive.

E. The failure of the Association or any owner to enforce any of the Covenants, Conditions and Restrictions contained in this Declaration shall not constitute a waiver of the right to enforce the same thereafter, nor shall such failure result in or impose any liability on the Association.

F. A breach of the Covenants, Conditions and Restrictions contained in this Declaration shall not affect or impair the lien or charge of any bona fide mortgage or deed of trust made in good faith and for value on any lot; provided, however, that any subsequent owner of such property shall be bound by said Covenants, Conditions and Restrictions, whether such lot owner's title was acquired by foreclosure or in a trustee's sale or otherwise. A lender who acquires title by foreclosure or deed in lieu of foreclosure shall not be obligated to cure any breach of the Covenants, Conditions and Restrictions which occurred prior to such acquisition of title if such breach was or is non-curable or was a type of breach which is not practical or feasible to cure.

ARTICLE VI

SEVERABILITY

Should any Covenants, Conditions and Restrictions contained in this Declaration be void or be or become unenforceable in law or in equity, the remaining portions of this Declaration shall, nevertheless, be and remain in full force and effect.

ARTICLE VII

EXTENSION OF RESTRICTIONS

The provisions of this Declaration, including the Covenants, Conditions and Restrictions contained herein, shall continue to be effective until October 10, 2046 and shall be automatically extended for successive periods of 10 years or until a majority of the Declarants shall determine that they shall terminate.

ARTICLE VIII

INTERPRETATION OF RESTRICTIONS

A. All questions of interpretation or construction of any of the terms or conditions herein shall be resolved by the Association and its decision shall be final, binding and conclusive on all of the parties affected.

B. For the purpose of interpreting these Covenants, Conditions and Restrictions, and any Article or Bylaw provision of the Association, the words "improved lot" are defined as subdivision lots fronting on paved roads and improved with underground facilities for sewer, water and electricity.

ARTICLE IX

FAILURE TO COMPLY WITH ORDER OF THE ASSOCIATION

In the event of the failure of any lot owner to comply with a written directive or order from the Association, then in such event the Association shall have the right and authority of performing the subject matter of such directive or order, and the cost of such performance shall be charged to the owner in question and may be recovered by the Association in any action at law against such owner. Such recovery will include attorneys' fees and other legal costs incurred by the Association. Alternately, the Association may take legal action to enforce these Covenants, Conditions and Restrictions, Articles, Bylaws, or rules promulgated by the Board or Committee thereunder. In the event the Association, or any lot owner, enforces, by any proceeding at law or in equity, restrictions, conditions, covenants, reservations, liens, or changes now or hereinafter imposed by the provisions of this Declaration, the Association, or such lot owner, shall be entitled to recover reasonable attorneys' fees and costs as are ordered by the Court.

ARTICLE X

AMENDMENTS

This Declaration may be amended at any time and from time to time by the affirmative vote or written consent of the Owners of not less than 66-2/3 percent of those owners voting, so long as the total ballots cast or written consents received represent at least a majority of the owners of the lots located in said Real Property. Any such amendment shall be recorded in the Office of the County Recorder of San Diego County, California, and any such instrument must bear the certificate of the Association's President, attested to by the Association's Secretary, both under penalty of perjury, that there has been compliance with the requirements hereof.

ARTICLE XI

NO WAIVER

A waiver of a breach of any of the foregoing conditions or restrictions shall not be construed as a waiver of any succeeding breach or violation thereof or of any other condition or restriction.

ARTICLE XII

NO SUBDIVISION OF LOTS

There shall be no further subdivision of any of the lots in said Real Property without the prior written approval of the Association.

ARTICLE XIII

THE MEADOWS HOMES ASSOCIATION

A. A California not-for-profit corporation by the name of "THE MEADOWS HOMES ASSOCIATION" has been formed, and each owner of a lot in said Real Property shall be a member of said corporation, which said membership shall be appurtenant to such lot, the transfer of title to such lot automatically transferring the membership which is appurtenant to such lot to the transferee.

B. Said corporation has acquired certain easements and may acquire easements giving such corporation the right to use and possess certain Real Property for the purpose of maintaining on said easements "greenbelt" easements, which said right of use and possession will be held by the corporation for the benefit of its members.

C. Each member of said corporation is obligated to promptly, fully and faithfully comply with and conform to the Bylaws of said corporation and the rules and regulations from time to time prescribed thereunder by the Board of Directors of said corporation, or its officers, and to promptly pay in full all dues, fees or assessments levied by said corporation on its members.

D. Neither the Committee nor the Association Board nor any member thereof shall be liable to the Association or to any owner for any damage, loss or prejudice suffered or claimed on account of:

1. The approval or disapproval of any plans, drawings and specifications, whether or not defective;
2. The construction or performance by another of any work, whether or not pursuant to approved plans, drawings and specifications;
3. The development by another of any property within the Real Property; or
4. The execution and filing of an estoppel certificate by any three members of the Association, whether or not the facts therein are correct; provided, however, that such member of the Committee or Board has acted in good faith on the basis of such information as may be possessed by him.

E. Without in any way limiting the generality of the foregoing, the Committee or Board or any member thereof may, but is not required to consult with or hear the view of the Committee or Board, the Association, or any lot owner with respect to any plans, drawings, specifications or any other proposal submitted to the Committee.

F. The Association has power to indemnify any person who is or was a director, officer, employee, or other agent of this Association against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative, or investigative, as provided in Section 317

of the California Corporations Code, as that section now exists or may hereafter from time to time be amended.

G. The Association shall have power to purchase and maintain insurance on behalf of any agent of the Association against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such whether or not the Association would have the power to indemnify the agent against such liability under the provisions of this Declaration.

ARTICLE XIV

DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases, when used herein shall have the meanings hereinafter specified:

- A. "Applicant" shall mean a lot owner who submits plans and specifications for any improvements or landscaping for such lot for approval of the Committee.
- B. "Articles" shall mean the Articles of Incorporation of the Association (hereafter defined) which have been filed in the Office of the Secretary of State of the State of California.
- C. "Assessments" shall mean assessments of the Association pursuant to Article XIII hereof.
- D. "Association" shall mean and refer to THE MEADOWS HOMES ASSOCIATION, a not-for-profit corporation, its successors and assigns through merger, consolidation or other reorganization, which has been or will be incorporated under the laws of the State of California, for the purpose of exercising the powers and functions of the Association, as hereinafter provided.
- E. "Board" shall mean the Board of Directors of the Association.
- F. "Bylaws" shall mean the Bylaws of the Association which have been adopted by the Board, as such Bylaws may be amended from time to time.
- G. "Committee" shall mean the Architectural Review Committee of the Association.
- H. "Common Area" shall mean all real property, including slope banks and easements, within the property owned by Association for the common use and enjoyment of owners as members of the Association.
- I. "Common expenses" shall mean and refer to the actual and estimated costs of maintenance, management, operation, repair and replacement of the common area; unpaid assessments, management and administration of the Association; utilities, trash pickup and disposal, gardening and other services

benefiting the common area; insurance covering the common area; reasonable reserves as appropriate; bonding of the members of the management body; taxes paid by the Association; amounts paid by the Association for the discharge of any lien or encumbrance levied against the common area or portions thereof; amounts paid by the Association in connection with the common areas, this Declaration, the Articles or Bylaws or in furtherance of the purposes of the Association or in the discharge of any obligations imposed on the Association or the Board by this Declaration.

J. "Declaration" shall mean this Restated Declaration of Covenants, Conditions and Restrictions.

K. "Declarants" shall include the lot owners and their successors and assigns, including those persons, firms or corporations (1) designated in a written instrument to be the successor of Declarants herein and (2) succeeding to the interest of Declarants.

L. "Lot" shall mean a portion of the property which is a legally described parcel of real property or is designated as a lot on any recorded subdivision tract map upon which there has been or will be constructed a unit, being a single family residential dwelling. The term "lot" shall not include any property classified as "Association Property," "Common Area," or "street area." The terms "lot" and "residential area" may be used interchangeably herein.

M. "Master Declaration" shall mean this instrument as it may, from time to time, be amended. The terms, "this Declaration" and "Master Declaration" may be used interchangeably.

N. "Member" shall mean any person who is a member of the Association pursuant to the provisions of Article XIII hereof. The terms "member" and "regular member" may be used interchangeably herein.

O. "Mortgage" shall mean any mortgage, deed of trust or other security instrument describing a lot, or any interest therein, including, but not limited to, the improvements developed thereon, given to secure the performance of an obligation, which will be reconveyed upon completion of performance of the obligation.

P. "Mortgagee" shall mean and include mortgagees, trustees, beneficiaries and holders of deeds of trust, and the holders of any indebtedness secured by mortgages.

Q. "Mortgagor" shall mean and include mortgagors and trustors under deeds of trust.

R. "Notice and hearing" shall mean thirty (30) days prior written notice in a public hearing before the Board at which the owner concerned shall have an opportunity to be heard in person or by counsel at owner's expense, unless otherwise provided.

S. "Owner" shall mean (a) Declarants; or (b) any person or persons being either (i) the grantee or grantees, as the case may be, of the fee simple estate by conveyance in a lot and their successor and assigns; or (ii) the purchasers, under any executory contract of sale, in a lot within the project. Unless the context otherwise requires, the term "owner" shall include the family, invitees, licensees and lessees

of any owner, but shall not include those having such interest merely as security for the performance of any obligation.

T. "Person" shall mean the natural individual or any other entity with the legal right to hold title to real property.

U. "Record," "recorded," "recordation" and "filed", shall mean, with respect to any document, the recordation of such documents in the Office of the County Recorder of San Diego County, California.

V. "The Restrictions" shall mean this Declaration, the Articles of the Association, the Bylaws of the Association and the rules of the Association from time to time in effect.

W. "The Rules" shall mean the rules adopted by the Board pursuant to Article XIII hereof, as they may be amended from time to time.

X. "Slope areas" shall mean all of the real property within the project owned by the Association and used for slope purposes.

Y. "Structure" shall mean any improvement to real property or fixture which is not located entirely within an existing improvement.

Z. "Subdivision" shall mean a parcel of real property which has been divided or separated into lots, shown on a recorded subdivision map or into parcels shown on a parcel map. The term "tract" and "subdivision" may be used interchangeably herein.

IN WITNESS WHEREOF, Declarants have executed this Declaration the day and year first above written.

DECLARANTS:

THE MEADOWS HOMES ASSOCIATION,
a California non-profit mutual benefit corporation

By: _____
JOHN O'DER, President

By: _____
PAMELA WISE, Secretary

CERTIFICATION

I, the undersigned, the duly elected and acting president of the Association, do hereby certify under penalty of perjury under the laws of the State of California that the following is true and correct and that if called upon to testify as a witness I can and will do so competently to the same effect:

That the within and foregoing Amended and Restated Declaration of Covenants, Conditions & Restrictions were adopted in accordance with the provisions of Article X of the Association on _____, 1998.

DECLARANTS:

THE MEADOWS HOMES ASSOCIATION,
a California non-profit mutual benefit corporation

By: _____
JOHN O'DER, President

Attested:

By: _____
PAMELA WISE,
Secretary

EXHIBIT A

APPLICATION FOR EXPLORATORY GRADING/EXCAVATION PLAN APPROVAL

I have read and understand the Architectural Review Committee (“Committee”) procedure and requirements and the Restrictive Covenants for The Meadows, and will comply with all the provisions set forth therein. I hereby grant permission to the Architectural Review Committee and its agent to make periodic inspections during reasonable hours while exploratory grading is under construction, and final inspection prior to approval of construction plans.

Permission is also granted the Association to spend up to the amount of my deposit, including accrued interest, to remove unsightly or obnoxious debris or rubbish from the excavation site or to repair any damage to private streets or curbs, providing a seven day notice has been made to me.

In the event I have not satisfied the requirements of Article III, Section 3.a of the Covenants, Conditions and Restrictions for this Tract (as described on Attachment 1 to this form), the Association may, in its sole discretion, choose to restore my lot to a satisfactory condition at an expenditure not to exceed my deposit, plus accrued interest, or declare the deposit forfeited to The Meadows Homes Association. I have received a copy of this Application.

Date: _____

Signature

Receipt of \$_____ on _____ is acknowledged.

Architectural Review Committee

EXHIBIT "A"

ATTACHMENT 1 TO EXHIBIT "A"

a. Exploratory Grading Approval

In the event that exploratory grading is to be accomplished prior to submission of construction plans, the Committee's prior written approval of such grading is required. Applications for any exploratory grading work must be accompanied by a deposit, the amount of which shall be established from time to time by the Board in its discretion. A check in the appropriate amount representing this deposit must be tendered to the Committee. This check shall be deposited, interest calculated thereon, and any applicable refunds made as set forth in paragraph 2, above. Two sets of drawings must be submitted for Committee approval and shall accompany the deposit check.

Upon completion of exploratory grading, the applicant shall process an application for construction approval pursuant to Article III.3.b. In the event construction approval is granted by the Committee, within four (4) months of receipt of exploratory grading application approval the Exploratory Grading Deposit and accrued interest will be transferred toward the Construction Performance Deposit provided that ownership of property is unchanged.

If no construction plans have been approved within the aforementioned four (4) months, the Committee may at any time thereafter give sixty (60) days written notice to the lot owner to restore the lot to the Committee's satisfaction as outlined in the notice. If restoration is not completed in the specified time, the deposit and accrued interest shall be deemed forfeited. If the conditions specified in the notice are satisfied, the exploratory Grading Deposit and accrued interest shall be refunded subject to the Association's rights as set forth below.

The Association shall have the right to use all or a part of this deposit for removal of unsightly debris and/or rubbish from the grading site or to repair any damage to any private streets or curbs. A seven (7) day notice will be given to the property owner in the event the Committee deems such action necessary. In the event the lot restoration described above has not been completed within a sixty (60) day period, the Association shall have the right to perform lot restoration work as it sees fit, up to an expenditure equal to the amount of the deposit plus accrued interest. When Exploratory Grading Plans are submitted, and the deposit check tendered to the Committee, a form similar to that contained in Exhibit "A" attached hereto and incorporated herein shall be signed and the check for the required amount attached. The original of said Application shall be kept on file with the Committee, and a copy of the same executed by the applicant, shall be returned to the applicant.

EXHIBIT B

APPLICATION FOR CONSTRUCTION PLAN APPROVAL

I have read and understand the Architectural Review Committee (“Committee”) procedure and requirements and the Restrictive Covenants for The Meadows, and will comply with all the provisions set forth therein. I hereby grant permission to the Committee and its agent to make periodic inspections during reasonable hours while building or structure is under construction, and final inspection prior to occupancy or use.

Permission is also granted the Association to spend up to the amount of my deposit, including accrued interest, to remove unsightly or obnoxious debris or rubbish from the building site, providing a seven day notice of such intent has been made to me.

In the event I have not completed landscaping in accordance with the plans submitted within 60 days of building completion as evidenced by San Diego County inspection records, or one year from this date, whichever comes first, -the Association may, in its sole discretion, choose to install basic landscaping on my lot at an expenditure not to exceed the balance of my deposit, including accrued interest, or declare the deposit forfeited to the Association. I have received a copy of this Application.

Date: _____

Signature

Receipt of \$ _____ on _____ is acknowledged.

Architectural Review Committee

EXHIBIT "B"