

ATTACHMENT

Attached is the document you (or someone on your behalf) requested. As required by Section 12956.1(b)(1) of the California Government Code, please take note of the following:

If this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

If this cover page is a copy which has been transmitted to you by facsimile, email or other form of electronic transmission, please note that the notice above appears in the original cover page in 14-point bold face type.

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FILE/PAGE NO. 35436
RECORDED REQUEST OF
TRANSAMERICA TITLE CO.

DECLARATION OF RESTRICTIONS

SHELTER VALLEY RANCHOS UNIT NO. 3

FEB 26 9 02 AM '70

BOOK 1970
OFFICIAL RECORDS
SAN DIEGO COUNTY, CALIF.
A.S. GRAY, RECORDER

This Declaration of Restrictions made this 25th day of February 1970 by
Se Vende Corporation, a California corporation,

\$2.80

W I N E S S E T H:

WHEREAS, Se Vende Corporation, a California corporation, are the owners of
the land described as:

Lots 217 through 404
inclusive, in Shelter Valley Rancho's Unit No. 3, according to
the Map thereof No. 6597, filed in the office of the County
Recorder of San Diego County, February 25, 1970
Excepting therefrom Lots 217 thru 228 and 342 thru 359

WHEREAS, the said owners are about to sell, dispose of or convey said land above
described which they desire to subject to certain protective conditions and
restrictions:

NOW THEREFORE, This Declaration of Restrictions, witnesseth:

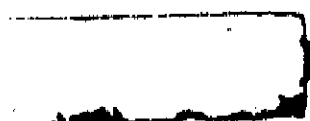
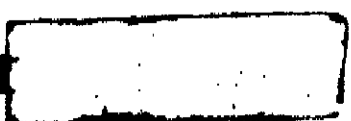
That the said owners do hereby certify and declare that they have and do
hereby establish and do hereby fix the protective conditions and restrictions
upon and subject to which all of said land shall be held, leased, sold and/or
conveyed by owners to-wit:

1. That no Lot, Parcel or Plot of land shall be used in whole or in
part for any commercial venture.
2. That no lot, parcel or plot of land may be further divided.
3. Provided that each and all of the foregoing conditions or
restrictions shall in all respects terminate and end and be of
no further effect, either legal or equitable, after January 1, 1987.

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IT IS UNDERSTOOD AND AGREED that said conditions and restrictions shall operate
as covenants running with the land and that a breach or violation thereof shall
cause the lot, parcel or plot upon which said breach or violation occurs to revert
to the owners, their successors and assigns, each of whom respectively, shall have
the right of re-entry immediately upon said premises in the event of any such
breach, and as to any other owner or owners of said lots, parcels or plots, including
any bona-fide purchaser under contract, the foregoing conditions and restrictions
shall operate as covenants running with the land, and a breach of any of said
conditions and restrictions, or the continuance of any such breach, may be enjoined
abated or remedied by appropriate proceedings by the said Owners, and other owners
of said lots, parcels or plots, their heirs, devisees, executors, administrators,
successors or assigns.

PROVIDED, that a breach of any of the foregoing conditions and restrictions or
a re-entry or reversion by reason of any such breach shall not affect, impair,
defeat or render invalid the lien, charge or encumbrance of any mortgage or trust
deed made for value which may then exist upon said land, which said mortgage or
trust deed shall be and is hereby declared to be prior and superior to the
reversionary or other rights in favor of any person or persons under and by virtue
of these conditions and restrictions provided, however, that in the event of a
foreclosure of any such trust deed or mortgage, or if the owner of the note secured
by such trust deed or mortgage acquired title to said land in any manner whatsoever
in satisfaction of his indebtedness then any purchaser at the foreclosure of
trustee's sale, or any of said note owner acquiring title as aforesaid, desiring
to accept the benefits and protection of this provision, agrees that said property
so acquired by them shall immediately upon such acquisition become subject to each
and all of the conditions and restrictions and rights herein contained, but free from
the effect of any such breach occurring prior thereto.



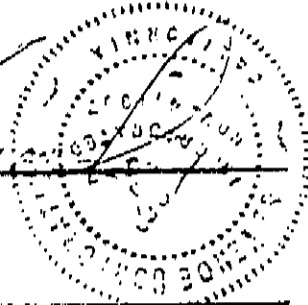
PROVIDED, ALSO, the rights of the owners in and to any lot, parcel or plot arising by reason of a reversion of title to said lot, parcel, or plot occurring under a breach of these conditions and restrictions, shall not be exercised and no action shall be brought to enforce or establish such reversion, unless a notice of such breach, setting forth the facts of the breach, has been given to the owner of said lot, parcel or plot, and such breach has not been remedied within thirty days after the giving of said notice.

IN WITNESS WHEREOF said Owners have caused this instrument to be duly executed the day and year first hereinabove written.

SE VENDE CORPORATION

BY [Signature]
President

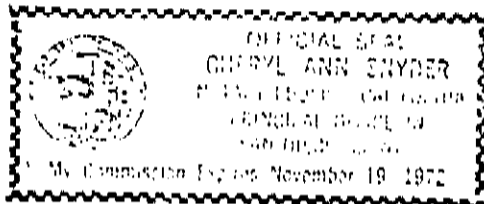
BY _____



STATE OF CALIFORNIA
COUNTY OF San Diego } SS

ON February 25, 1970, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Jack Hapinski known to me to be the President, and

known to me to be the Secretary of the Corporation that executed the within instrument and the officers who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the within instrument pursuant to its By-laws or a Resolution of its Board of Directors.



CORPORATION ACKNOWLEDGMENT
Form No. 11

Notary's Signature [Signature]
Type or Print Notary's Name Cheryl Ann Snyder

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