

VIA LOMA VIA ALICIA

ROAD ASSOCIATION

FIRST AMENDED ROAD

MAINTENANCE AGREEMENT AND

DECLARATION OF COVENANTS,

CONDITIONS AND RESTRICTIONS

RECORDING REQUESTED BY
TIGER TITLE INSURANCE COMPANY OF CALIFORNIA

651

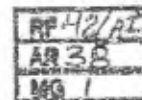
90 160145

RECORDING REQUEST BY AND
WHEN RECORDED, RETURN TO:

90 MAR 29 PM 12:57

Via Loma - Via Alicia Road Association
P.O. Box 125
Fallbrook, California 92028

VERA L. LYLE
COUNTY RECORDER



1183377

**FIRST AMENDED ROAD MAINTENANCE AGREEMENT
AND
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS FIRST AMENDED ROAD MAINTENANCE AGREEMENT AND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, hereinafter referred to as "First Amended Agreement", is made this 29th day of December, 1989, by and among the undersigned property owners, hereinafter referred to as "Owners":

WITNESSETH

WHEREAS, Owners hold title to certain parcels of real property in the unincorporated area of Fallbrook, County of San Diego, State of California, which parcels have appurtenant to them for ingress and egress to and from said parcels a certain roadway and utility easement commonly known as VIA LOMA and VIA ALICIA and more fully described in the legal description attached hereto as Exhibit "A" and made part hereof and identified on the map attached hereto as Exhibit "B" which is made a part hereof.

WHEREAS, Owners deem it desirable to establish a road maintenance agreement for the purpose of maintaining the easement road thereby protecting the value, desirability and attractiveness of same.

WHEREAS, on September 24, 1979, Owners executed a "Road Maintenance Agreement and Declaration of Covenants, Conditions and Restrictions" hereinafter called "Original Agreement" and recorded same in the office of the San Diego County Recorder on September 26, 1979 as document No. 79-401907.

WHEREAS, said Original Agreement was amended in 1985 to include a legal description inadvertently omitted from the Original Agreement. Said Amendment was recorded February 20, 1987 as file No. 87-091664.

WHEREAS, Owners now desire to update and amend the Original Agreement to more accurately reflect the current needs and desires of the owners. It is hereby agreed as follows:

**ARTICLE I
DEFINITIONS**

The following terms used in this First Amended Agreement defined as follows:

Section 1. "Property" or "real property" shall mean and refer to all of the individual parcels collectively which use or have available for use the subject easement for ingress and egress, and which are owned by signatories hereto or by owners who may hereafter become signatory to a document accepting this First Amended Agreement.

Section 2. "Parcel" shall mean and refer to any legal plot, lot, or parcel, regardless of size, which owns or legally uses the easement for ingress and egress.

Section 3. "Easement" shall mean the easement identified on the attached Exhibits "A" and "B" referred to as Via Loma and Via Alicia.

Section 4. "Owner" or "Owners" shall mean and refer to one or more persons or entities holding record fee simple title to any parcel as defined in Article I, Section 2, above, including contract vendors, but excluding those having such interest merely as security for the performance of an obligation.

Section 5. "Deed of Trust" shall mean the conveyance of any lot or other portion of the property to secure the performance of an obligation.

Section 6. "Conveyance" shall mean and refer to conveyance of a fee simple title.

Section 7. "Via Loma and Via Alicia Road Association" and "Association" refers collectively to the owners signatory hereto who shall be the members of said Association which is a non-profit Association and which may or may not be incorporated.

Section 8. "Residence" or "house" shall mean and refer to any permanent structure used for a dwelling or any temporary structure, mobile home, trailer, or recreational vehicle used for a dwelling for a period of longer than six months.

Section 9. "Direct access" shall mean and refer to a parcel's being immediately adjacent to such section of easement, or to a parcel's being situated such that a section of easement runs across it thereby enabling persons to enter the parcel directly from or leave the parcel directly onto such section of easement.

ARTICLE II

COVENANT

Owners hereby covenant, agree and declare that all of said parcels described herein shall be held, sold and conveyed subject to the Original Agreement as amended herein, which is for the benefit of all of the parcels to which the subject easement is or shall be appurtenant. The Original Agreement as amended herein shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described real property or any parcel thereof and is imposed upon said real property and every parcel thereof as a servitude in favor of each and every other parcel thereof as the dominant tenement or tenements.

ARTICLE III

ASSOCIATION, ROAD MAINTENANCE BOARD, MEETINGS

Section 1. Association of Owners.

The Association shall be comprised of the parcel owners. The Association shall have authority to appoint a Road Maintenance Board to appoint and remove officers and Board members and conduct any and all other business. For the purpose of voting and for the application of any term of the First Amended Agreement, unless the

context indicates otherwise, all parcels under common ownership or under ownership of spouses shall be deemed to be one parcel owned by one Owner. The presence of one-half of the voting power in person or represented by written proxy shall constitute a quorum at any meeting of the Association. A majority voting shall determine all questions except amendment of this First Amended Agreement.

Section 2. Meetings. From time to time there may be a meeting of the Association. A meeting may be called at any time upon giving (5) days prior written notice to each Owner of record of a lot. Said notices shall be from the Road Maintenance Board, or shall be signed by not less than six (6) members of the Association, and said notices shall be addressed to the Owners at such address as said Owners shall designate to the person named to act as secretary of the Road Maintenance Board as hereinafter provided, or if an address is not supplied to the secretary, then at the address specified for the purpose of tax bills.

Section 3. Road Maintenance Board.

a. The Road Maintenance Board shall consist of a president, vice-president, secretary, treasurer and member-at-large. The president shall preside over the meetings of the Board. Said officers shall continue to act as such until their resignation or removal by a majority of a quorum of Owners at a properly called meeting of the Association.

b. Members of the Road Maintenance Board shall serve without compensation. They shall be responsible only for gross negligence and not for action or inaction in good faith. The Association shall indemnify and defend them against any and all claims and shall acquire liability insurance for their protection as agents of the Association.

c. In the event the Association is incorporated, the Road Maintenance Board shall become the corporation's Board of Directors, and the president, vice-president, secretary and treasurer of the Road Maintenance Board shall become the president,

vice-president, secretary and treasurer, respectively, of the corporation, and shall have all of the authority and status conferred herein on the Road Maintenance Board.

Section 4. Association Function. The Association, acting through the Road Maintenance Board (or a majority thereof) shall have the power to:

- a. Enforce the provisions of this First Amended Agreement;
- b. Maintain bank accounts and invest such monies as may be existent;
- c. Employ or contract and pay for maintenance and repair of Via Loma, Via Alicia so as to maintain it in a good state of repair. Such contracts shall be made with the lowest bidding of three fully qualified contractors who bid, or if three fail to bid, with the lowest or only bidder who bids;
- d. Bring suit to obtain enforcement of this First Amended Agreement,
- e. Post and maintain a sign at the easterly terminus of Via Loma advising that it is a private way and not a through street;
- f. Negotiate and settle any legal or equitable claims which may exist against persons or organizations improperly using or altering the easement and/or for damage caused thereto, and to initiate lawsuits for collection or enforcement of such claims;
- g. Borrow money for the purposes specified herein;
- h. Purchase and maintain liability insurance for the protection of the Association and its members; including the Road Maintenance Board;
- i. Act on behalf of Owners in the interests of their parcels; and
- j. Do anything reasonably necessary for the performance of duties specifically authorized.

Notwithstanding any provisions of this First Amended Agreement, the Road Maintenance Board is to perform no function authorized by this Agreement without a majority of the Owners voting except those necessary to do the following:

1. Acquire liability insurance;
2. Effect maintenance, repair and restoration of the easement;
3. Determine amount of and collect assessments;
4. Post signs concerning use of easement;
5. File notice of and enforce liens;
6. Prosecute and settle actions and collect sums for damage to the easement or for maintenance, repair and restoration from non-signatory and non-contributing users of the easement;
7. Charge a parcel seller for transference fees pursuant to ARTICLE IV, Section 3 of this First Amended Agreement.

ARTICLE IV

MAINTENANCE AND IMPROVEMENT ASSASSMENTS

Section 1. Assessments. The Owner, for each parcel owned by them, hereby covenant and agree to pay any annual or special assessments, fees or charges for maintenance, repair, restoration and improvements to the easement including insurance costs, administration, costs incurred for enforcement proceedings and all other expenses incurred in the operation of the Association which are reasonably necessary to keep the easement in good useable condition. Such assessments to be fixed, established and collected from time to time as hereinafter provided.

Section 2. Creation of Lien and Personal Obligation for Assessments. The annual and special assessments, together with interest, costs and reasonable attorney's fees shall be a charge on the land and shall be a continuing lien upon the parcel against which each such assessment is made, the lien to be effective upon recordation of a notice of delinquent assessments. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an owner's successors in title, unless expressly assumed by them.

Section 3. Three Zone Assessment Plan. For the purpose of assessments, Via Loma and Via Alicia shall be divided into three (3) zones to provide an equitable allocation of maintenance and improvement costs. The three zones shall be as follows:

a. Zone One

This Zone shall extend from the intersection of Via Loma at Gird Road and shall extend up Via Loma to just past Parcel Numbers 124-220-55 on the South side and 124-220-38 on the North side. All parcels using this section of Via Loma for access shall be included in this Zone.

b. Zone Two

This Zone shall extend from Zone One along Via Loma and Via Alicia to the westerly end of the property described in Exhibits "A" and "B" and shall include Parcels 124-200-44 and 124-220-44 on Via Loma and Parcel 124-200-48 and 124-200-46 on Via Alicia. All parcels using this section of Via Loma and Via Alicia for direct access shall be included in this Zone.

c. Zone Three

This Zone shall include all parcels beyond the limits of the property described in Exhibits "A" and "B" which include those using Dos Lomas for direct access and those using Calle Dos Lomas for direct access and all those in the Champagne Crest Development as well as any in the future which are considered outside the property described in Exhibits "A" and "B" or which are not accessed directly by the portions of Via Loma and Via Alicia within the property described in Exhibits "A" and "B".

Section 4. Initial Assessment. Initial assessments shall be made against each parcel as follows:

- a. Initially each unimproved parcel shall be assessed \$1,000.00.
- b. Initially each improved parcel shall be assessed \$2,000.00.
- c. In the event that an unimproved parcel for which the initial assessment has already been paid is

improved, an additional \$1,000 assessment shall be due and payable no later than 30 days from the issuance of the building permit, or in the event a building permit is not obtained or required, no later than 30 days after the commencement of the work of improvement.

The initial assessment shall not apply to parcels which have heretofore paid the initial assessments pursuant to Article III of the Original Agreement. However, notwithstanding anything contained herein to the contrary, any parcel created as result of a lot split or subdivision shall be subject to an initial assessment even though an initial assessment may have been paid on the parcel of which the newly created parcel was formerly a part prior to the lot split or subdivision. The property described in Paragraph d. and e. of Section 5 immediately below is also subject to this provision. It is the duty of the owner of the property split or subdivided to immediately give the Association written notice of the recording of the tentative lot split or subdivision and of the recording of the final map or subdivision. The initial assessment on each new parcel created as a result of a lot split or subdivision is due and payable to the Association 30 days after the final parcel map or subdivision map is recorded.

Section 5. Annual Assessments. Annual assessments shall be made against each parcel of each Owner as follows:

a. Zone One

All parcels within Zone One shall pay Forty Dollars (\$40.00) per parcel annually plus Forty Dollars (\$40.00) annually if said parcel is improved with a residence.

b. Zone Two

All parcels within Zone Two shall pay Fifty Dollars (\$50.00) per parcel annually plus Fifty Dollars (\$50.00) annually if said parcel is improved with a residence.

c. **Zone Three**

All parcels within Zone Three shall pay Sixty Dollars (\$60.00) per parcel annually plus Sixty Dollars (\$60.00) annually if said parcel is improved with a residence.

- d. Owner of Parcels 124-20-32 and 124-20-31 shall be assessed \$720.00 annually. (The \$720 assessment is based on a use of each parcel six (6) times greater than that of an ordinary unimproved parcel in Zone Three.)

- e. Parcels 124-20-47 and 124-20-48 shall be assessed \$800.00 annually. (The \$800 assessment is based on a use of each parcel eight (8) times greater than that of an ordinary unimproved parcel in Zone Two.)

Section 6. Increased Assessments. The Road Maintenance Board shall have the authority and power to increase the annual assessments as it deems proper in light of the then existing needs. The decision by the Road Maintenance Board to increase the annual assessment shall be conclusive and binding on the Owners, however, no annual increase shall be greater than fifteen percent (15%) of the then existing annual assessment. Each individual Owner's increase in assessment shall be in the same proportion to the total amount of increase assessed all the Owners as the sums set forth in Section 5 of this Article bear to the current existing total annually assessed all the parcels collectively.

Section 7. Transference Fees. Upon selling, transferring or conveying one or more parcels, the Owner transferring title shall pay to the Road Maintenance Board a transference fee in the sum of \$50.00 for each parcel transferred.

Section 8. Special Assessments. The Road Maintenance Board shall have the authority to make special assessments as required to meet the Association's financial needs. All special assessments made for any purpose shall be charged to the Owners in the same

proportion as increases in annual assessments as set forth in Section 6 of this Article.

Section 9. Annual Accounting. The Treasurer shall render an annual accounting to the Owners including a statement of income and disbursements.

ARTICLE V

CERTIFICATE OF PAYMENT

The President of the Road Maintenance Board shall upon demand furnish to any Owner liable for an assessment a certificate in writing signed by said President and Secretary of the Board setting forth whether the assessments on a specified lot have been paid and the amount of the delinquency if any. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

ARTICLE VI

NONPAYMENT OF ASSESSMENTS

Section 1. Delinquency. Any assessment provided for in this First Amended Agreement which is not paid when due is delinquent. With respect to each assessment not paid within fifteen (15) days after its due date, the owner shall pay, as a late charge, interest of at the rate of ten percent (10%) per annum from the date of delinquency, but in any case not less than ten dollars (\$10.00). The Association may, at its option, bring an action at law against any individual owner personally obligated to pay any assessment, or, upon compliance with the notice provision set forth in Section 2 hereof, to enforce the lien (provided for in Section 2 of Article IV hereof) against the lot by sale, and there shall be added to the amount of such assessment the late charge, the costs of preparing and filing the complaint in such action and, in the event a judgment is obtained, such judgment shall include said interest and reasonable attorney's fees, together with the costs of action. Each owner vests in the Association as a group, acting through the Road Maintenance Board, the right and power to bring all actions

at law or lien foreclosure against such owner or other owners for the collection of such delinquent assessments.

Section 2. Notice of Lien. No action shall be brought to foreclose said assessment lien or to proceed under the power of sale herein provided less than thirty (30) days after the date of notice of claim of liens is deposited in the United States mail, certified or registered, postage prepaid, to the owners of said parcel, and a copy thereof is recorded by the Association in the office of the County Recorder in which the properties are located. Said notice of claim must recite a good and sufficient legal description of any such parcel, the record owner or reputed owner thereof, the amount claimed (which may at Association's option include interest on the unpaid assessment at the legal rate, plus reasonable attorney's fees and expenses of collection in connection with the debt secured by said lien), and the name and address of the claimant.

Section 3. Foreclosure Sale. Any such sale provided for above is to be conducted in accordance with the provisions of Sections 2924, 2924b, and 2924c of the Civil Code of the State of California, applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner permitted or provided by law. The Association, through its duly authorized agents, shall have the power to bid on the lot at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same.

Section 4. Curing of Default. Upon the timely curing of any default for which a notice of claim of lien was filed by the Association, the officers of the Association are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting owner of a fee, to be determined by the Association, but not to exceed \$50.00, to cover the costs of preparing and filing or recording such release, together with the payment of such other costs, interest or fees as shall have been incurred.

Section 5. Cumulative Remedies. The assessment lien and the rights to foreclosure and sale thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments, as provided above.

Section 6. Subordination of Assessments Liens. If any parcel subject to a monetary lien created by a provision hereof shall be subject to the lien of a deed of trust; (1) the foreclosure of any lien created by anything set forth in the Agreement shall not operate to affect or impair the lien of such deed of trust; and (2) the foreclosure of the lien of deed of trust or the acceptance of a deed in lieu of foreclosure of the deed of trust shall not operate to affect or impair the lien hereof, except that the lien foreclosure-purchaser or deed-in-lieu grantee shall take title free of the lien hereof for all said charges that have accrued up to the time of the foreclosure of deed given in lieu of foreclosure, but subject to the lien hereof for all said charges that shall accrue subsequent to the foreclosure or deed given in lieu of foreclosure.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Severability. Invalidity of any one of these covenants, conditions or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 2. Term. The covenants, conditions and restrictions of this First Amended Agreement shall run with and bind the parcels, and shall inure to the benefit of and be enforceable by the Association alone as to the assessment lien, and by the owner of any parcel subject hereto, their respective legal representatives, heirs, successors and assigns, in perpetuity as to all other matters, provided, however, that at any time after the expiration of forty (40) years from the date this First Amended Agreement is recorded, a majority of the then signatory owners of

the parcels, by an instrument in writing, may terminate or change said covenants, conditions and restrictions in whole or in part.

Section 3. Construction. The provisions hereof shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community or tract and for the maintenance of the easement. The Article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

Section 4. Amendments. Except as provided in Article VII, Section 2, this First Amended Agreement may be amended only by the affirmative assent or vote of not less than two-thirds (2/3) of all signatory owners; except that if the event anticipated in Article VIII, Section 4, occurs then, this Agreement may be amended by a majority of such Owners.

Section 5. Mortgage Protective Clause. No breach of the covenants, conditions or restrictions herein contained, nor the enforcement of any lien provisions herein, shall defeat or render invalid the lien of any deed of trust made in good faith and for value, but all of said covenants, conditions and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure or trustee's sale, or otherwise.

Section 6. Singular includes Plural. Whenever the context of this First Amended Agreement requires same, the singular shall include the plural and the masculine shall include the feminine.

Section 7. Notice of Pending Sale. Any owner selling a parcel shall upon entering escrow relating to such sale give written notice to the Road Maintenance Board that a sale of the parcel is pending, and shall include in such notice the name, address and telephone number of the party to whom the parcel is being sold.

ARTICLE VIII

EFFECTIVE DATE: NON-SIGNING OWNERS

Section 1. Effective Date. This First Amended Agreement shall become final and binding on all of its signatories and shall be officially recorded when it has been duly executed by owners of 67% in number of the parcels. Owners who are not signatories as of that time shall continue to be solicited by the Road Maintenance Board to become signatories hereto, and appropriate recordings of such further signatories shall be made with the same force and effect as if signatory to this original Agreement.

Section 2. Non-Signing Owners. Owners of parcels which benefit from the easement and who refuse after repeated solicitation by the Road Maintenance Board to become signatory hereto or to pay their allocable portion of the maintenance cost as defined hereinabove, are subject to suit in the name of the Association and/or its assignee under the provision of California Civil Code Section 845 and any and all other legal authorization, to recover from said nonsigning and non-cooperating owners what would be their share of allocable cost as provided hereinabove, together with penalties and all costs.

Section 3. Distribution To Signatories of Costs Attributable To Non-Signing and Non-Cooperating Owners. The portion of the road maintenance costs which would have been borne and paid by non-signing and non-cooperating owners, if any, shall be allocated among signatory Owners, in the same proportion as increases in annual assessments as set forth in ARTICLE IV, Section 6. Upon recovery of such amounts from non-signing and non-cooperating owners, the same shall be refunded to or credited to the account of signatories to the extent they have borne such costs.

Section 4. Duration. Article II, Article IV, Section 1 and Article VI of this Agreement shall terminate when the County of San Diego or any municipality or any public agency, district or service area (in any and all such alternatives having taxing power over real estate) assumes the responsibility for the maintenance,

repair and restoration of the easement. Upon any such termination the Committee shall cause to be recorded an appropriate document removing this Agreement from record, but such event shall not affect any existing liabilities to the Association resulting from this Agreement.

OFFICIAL RECORDS SAN DIEGO COUNTY HEALTH DEPT

PARCEL NO.

OWNER SIG.

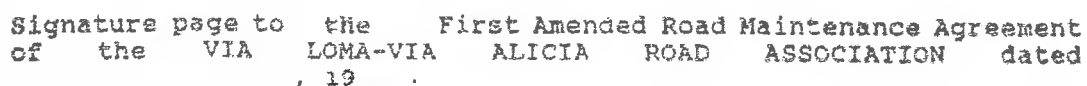
OWNER SIG.

Notary Public

PARCEL NO. 124-290-68

OWNER SIG. *Alphonse Russo*
ALPHONSE RUSSO
OWNER SIG. *Marcia K. Russo*
MARCIA K. RUSSO

Len M. E. Co.
Notary Public



667

DATED: JANUARY 10, 1990

PARCEL NO. 124 220 38 00

STATE OF CALIFORNIA]
] SS
COUNTY OF SAN DIEGO]

OWNER SIG. [Signature]
W. J. HOULT
OWNER SIG. [Signature]
ANN N. HOULT

On this 10th day of January, 1990, before me, the undersigned, a Notary Public in and for said County, and State, personally appeared W. J. Hoult and Ann N. Hoult, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same.



[Signature]
Notary Public

DATED: _____

PARCEL NO. _____

STATE OF CALIFORNIA]
] SS
COUNTY OF SAN DIEGO]

OWNER SIG. _____
OWNER SIG. _____

On this _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same.

Notary Public

Signature page to the First Amended Road Maintenance Agreement of the VIA LOMA-VIA ALICIA ROAD ASSOCIATION dated _____, 19____.

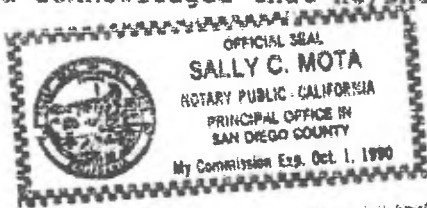
DATED: Jan. 10, 1990

PARCEL NO. 124-200-46-CG 57121

STATE OF CALIFORNIA }
COUNTY OF SAN DIEGO } SS

OWNER SIG. Carolyn W. Yorston
CAROLYN W. YORSTON
OWNER SIG.

On this 10TH day of JANUARY, 1990, before me, the undersigned, a Notary Public in and for said County and State, personally appeared CAROLYN W. VORSTEN, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same.



Notary Public

DATED:

PARCEL NO

STATE OF CALIFORNIA] SS
COUNTY OF SAN DIEGO]

OWNER SIG.

OWNER SIG.

On this _____ day of _____, 12____ before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same.

Notary Public

Signature page to the First Amended Road Maintenance Agreement
of the VIA LOMA-VIA ALICIA ROAD ASSOCIATION dated
, 19__.

669

DATED: 1/19/90

PARCEL NO. 124-200-42

STATE OF CALIFORNIA]
COUNTY OF Orange] SS
mm

OWNER SIG. [Signature]
SCOTT D. WALKER
OWNER SIG.

On this 19 day of January, 1990, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Scott D. Walker, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same.



Mary Ann Nugent
Notary Public

DATED: _____

PARCEL NO. _____

STATE OF CALIFORNIA]
COUNTY OF SAN DIEGO] SS

OWNER SIG. _____
OWNER SIG. _____

On this _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same.

Notary Public

Signature page to the First Amended Road Maintenance Agreement of the VIA LOMA-VIA ALICIA ROAD ASSOCIATION dated _____, 19____.

670

DATED: 11/17/90

PARCEL NUMBERS 31 & 32
124-200-31
124-200-32

TRUSTOR: WestTrend Champagne Crest Associates, L.P.,
a California Limited Partnership

By: WestTrend Interim Capital F-2,
a California Limited Partnership,
general partner

By: WestTrend Corporation,
a California corporation
its general partner

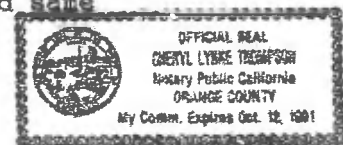
By: Gordon D. Youde
Gordon D. Youde, President

STATE OF CALIFORNIA
COUNTY OF Orange) SS.

On this 17th day of January, 1990 before me, the undersigned, a Notary Public in and for said State, personally appeared Gordon D. Youde personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as President of WestTrend Corporation, a California corporation, personally known to me (or proved to me in the basis of satisfactory evidence) to be the general partner of WestTrend Interim Capital F-2, a California limited partnership, which partnership is also known to be (or proved to me on the basis of satisfactory evidence) to be the general partner of WestTrend Champagne Crest Associates, L.P., a California limited partnership, the partnership that executed the within instrument, and acknowledged to me that said corporation executed it pursuant to its bylaws or a resolution of its board of directors, and that the partnership first above mentioned and the partnership second above mentioned executed same.

WITNESS MY HAND AND OFFICIAL SEAL

Cheryl Lybke Thompson
Notary Public



Signature page to the First Amended Road Maintenance Agreement of the Via Loma-Via Alicia Road Association dated January 17, 1990.

671

DATED: February 16, 1990

PARCEL NO. 124-200-72 & 124-200-75

STATE OF CALIFORNIA)
) SS
COUNTY OF SAN DIEGO)

OWNER SIG. Frank W. Caldwell
FRANK W. CALDWELL
OWNER SIG. _____

On this 16th day of February, 1990, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Frank W. Caldwell — , personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same.



B. H. H. H. H.
Notary Public

DATED: _____

PARCEL NO. _____

STATE OF CALIFORNIA] SS
COUNTY OF SAN DIEGO]

OWNER SIG.

On this _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same.

Notary Public

Signature page to the First Amended Road Maintenance Agreement
of the VIA LOMA VIA ALICIA ROAD ASSOCIATION dated
19__

672

DATED: _____

PARCEL NO. _____

STATE OF CALIFORNIA]
] SS
COUNTY OF SAN DIEGO]

OWNER SIG. _____

OWNER SIG. _____

On this _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same.

Notary Public

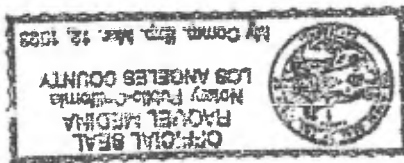
DATED: Feb 27, 1990

PARCEL NO. 124-270-69

STATE OF CALIFORNIA]
LOS ANGELES
COUNTY OF ~~SAN DIEGO~~

OWNER SIG. James H. Richardson
JAMES H. RICHARDSON
OWNER SIG. _____

On this 27th day of February, 1990, before me, the undersigned, a Notary Public in and for said County and State, personally appeared James H. Richardson, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same.



Rachel Medina
Notary Public

Signature page to the First Amended Road Maintenance Agreement of the VIA LOMA-VIA ALICIA ROAD ASSOCIATION dated _____, 19____.

OPTICAL RECORDS, SAN DIEGO COUNTY, CALIF. 1915-1916

ORIGINAL RECORDS, SAN DIEGO COUNTY, CALIFORNIA

674

DATED: February 21, 1990

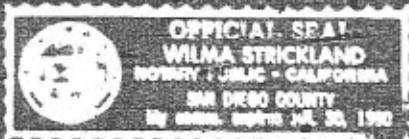
PARCEL NO. 124 200 26

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO] SS

OWNER SIG. Joel R. Shandrick
OWNER SIG. Wanda L. Shandrick

On this 21st day of February, 1990, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Joel R. Shandrick & Wanda L. Shandrick, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same.

Wilma Strickland
Notary Public



DATED: February 21, 1990

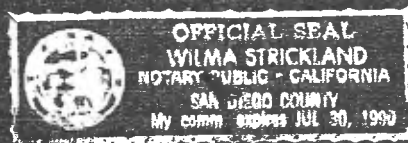
PARCEL NO. 124 200 27

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO] SS

OWNER SIG. Joel R. Shandrick
OWNER SIG. Wanda L. Shandrick

On this 21st day of February, 1990, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Joel R. Shandrick & Wanda L. Shandrick, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same.

Wilma Strickland
Notary Public



Signature page to the First Amended Road Maintenance Agreement
of the VIA LOMA-VIA ALICIA ROAD ASSOCIATION dated
19

675

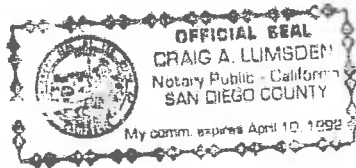
DATED: FEB 22, 1990

PARCEL NO. 124-220-39
124-220-40

STATE OF CALIFORNIA]
] SS
COUNTY OF SAN DIEGO]

OWNER SIG. *Emma Rashkin*
EMMA RASHKIN
OWNER SIG. *Arnold L. Rashkin*
ARNOLD L. RASHKIN

On this 22nd day of February, 1990, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Emma Rashkin and Arnold Rashkin, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same.



[Signature]
Notary Public

DATED: _____

PARCEL NO. 124-220-39
124-220-40

STATE OF CALIFORNIA]
] SS
COUNTY OF SAN DIEGO]

OWNER SIG. _____
OWNER SIG. _____

On this _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same.

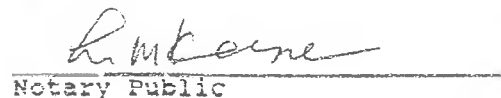
Notary Public

Signature page to the First Amended Road Maintenance Agreement
of the VIA LOMA-VIA ALICIA ROAD ASSOCIATION dated
_____, 19____.

[illegible]

OWNER SIG. Leslie B. Beauchemin
LESLIE B. BEAUCHEMIN
OWNER SIG. [Signature]

Dr. M. C. C. C.
Notary Public



677

DATED: February 16, 1940

PARCEL NO. 124-220-23

STATE OF CALIFORNIA]

Orange

25

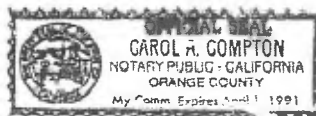
COUNTY OF SAN DIEGO]

OWNER SIG.

R. F. SMITH

OWNER SIG.

On this 16th day of February, 1974 before me, the undersigned, a Notary Public in and for said County and State, personally appeared R. J. Smith, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same.



Carol A. Conynton
Notary Public

DATED:

PARCEL NO.

STATE OF CALIFORNIA)

55

COUNTY OF SAN DIEGO]

OWNER SIG.

OWNER SIG.

On this _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same.

Notary Public

Signature page to the First Amended Road Maintenance Agreement
of the VIA LOMA-VIA ALICIA ROAD ASSOCIATION dated
19

678

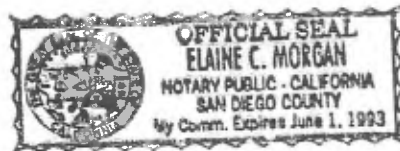
DATED: February 14, 1990

PARCEL NO. 124-220-33

STATE OF CALIFORNIA]
] SS
COUNTY OF SAN DIEGO]

OWNER SIG. William C. Thompson
WILLIAM C. THOMPSON
OWNER SIG. Juanita C. Thompson
JUANITA C. THOMPSON

On this 14th day of February, 1990, before me, the undersigned, a Notary Public in and for said County and State, personally appeared William C. Thompson & Juanita C. Thompson, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same.



Elaine C. Morgan
Notary Public
Elaine C. Morgan

DATED: _____

PARCEL NO. _____

STATE OF CALIFORNIA]
] SS
COUNTY OF SAN DIEGO]

OWNER SIG. _____
OWNER SIG. _____

On this _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same.

Notary Public

Signature page to the first Amended Road Maintenance Agreement
of the VIA LOMA-VIA ALICIA ROAD ASSOCIATION dated
_____, 19____.

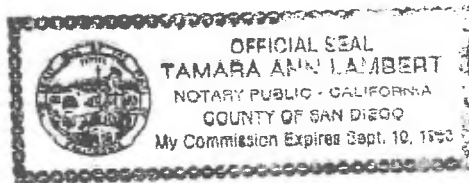
DATED: 2-15-90

PARCEL NO. 124-200-47

STATE OF CALIFORNIA]
] SS
 COUNTY OF SAN DIEGO]

OWNER SIG. Alice R. Atkins
 ALICE R. ATKINS
 OWNER SIG. Oliver H. Atkins
 OLIVER H. ATKINS

On this 15th day of February, 19 90, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Alice R. Atkins and Oliver H. Atkins, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same.



Tamara Ann Lambert
 Notary Public

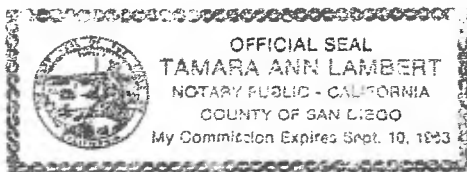
DATED: 02-15-90

PARCEL NO. 124-200-48

STATE OF CALIFORNIA]
] SS
 COUNTY OF SAN DIEGO]

OWNER SIG. Alice R. Atkins
 OWNER SIG. Oliver H. Atkins

On this 15th day of February, 19 90, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Alice R. and Oliver H. Atkins, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same.



Tamara Ann Lambert
 Notary Public

Signature page to the First Amended Road Maintenance Agreement
 of the VIA LOMA-VIA ALICIA ROAD ASSOCIATION dated
2-15-, 1990.

680

DATED: February 14, 1990

PARCEL NO. 124-220-44

STATE OF CALIFORNIA]
COUNTY OF SAN DIEGO] SS
LOS ANGELES

OWNER SIG. Joseph R. Hoover
JOSEPH R. HOOVER
OWNER SIG. Doris Anne Hoover
DORIS ANNE HOOVER

On this 14 day of February, 1990, before me, the undersigned, a Notary Public in and for said County and State, personally appeared **JOSEPH R. HOOVER AND DORIS ANNE HOOVER**, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same.



Naomi Marmorstein
Notary Public

DATED: _____

PARCEL NO. _____

STATE OF CALIFORNIA]
COUNTY OF SAN DIEGO] SS

OWNER SIG. _____

OWNER SIG. _____

On this _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same.

Notary Public

Signature page to the First Amended Road Maintenance Agreement
of the VIA LOMA-VIA ALICIA ROAD ASSOCIATION dated
_____, 19____.

681

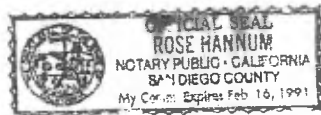
DATED: 2-14-90

PARCEL NO. 124-220-57

STATE OF CALIFORNIA }
 } SS
 COUNTY OF SAN DIEGO }

OWNER SIG. *Sue K. Urquhart*
 SUE K. URQUHART
 OWNER SIG. _____

On this 14th day of Feb, 1990 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Sue K. Urquhart, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same.



Rose Hannum
 Notary Public

DATED: _____

PARCEL NO. _____

STATE OF CALIFORNIA }
 } SS
 COUNTY OF SAN DIEGO }

OWNER SIG. _____
 OWNER SIG. _____

On this _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same.

 Notary Public

Signature page to the First Amended Road Maintenance Agreement of the VIA LOMA-VIA ALICIA ROAD ASSOCIATION dated _____, 19____.

682

124-200-73

DATED: 2-15-90PARCEL NO. 1 of Map #14432STATE OF CALIFORNIA]
] SS
COUNTY OF SAN DIEGO]OWNER SIG. Eugene A. Vaughn
EUGENE A. VAUGHN
OWNER SIG. Georgie A. Vaughn
GEORGIE A. VAUGHN

On this 15TH day of FEBRUARY, 1990, before me, the undersigned, a Notary Public in and for said County and State, personally appeared EUGENE A. VAUGHN + GEORGIE A. VAUGHN, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same.

Elaine C. Morgan
Notary Public



DATED: _____

PARCEL NO. 1 of Map #14432STATE OF CALIFORNIA]
] SS
COUNTY OF SAN DIEGO]OWNER SIG. _____
OWNER SIG. _____

On this _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same.

Notary Public

Signature page to the First Amended Road Maintenance Agreement
of the VIA ROMA-VIA ALICIA ROAD ASSOCIATION dated
_____, 19____.

683

DATED: 2-28-90

PARCEL NO. 124-220-52

STATE OF CALIFORNIA]
] SS
 COUNTY OF SAN DIEGO]

OWNER SIG. [Signature]
 RICHARD E. LASCOLA
 OWNER S. [Signature]
 LINDA LASCOLA

On this 28th day of February, 1990, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Richard E. and Linda Lascola, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same.



[Signature]
 Notary Public

DATED: _____

PARCEL NO. 124-220-52

STATE OF CALIFORNIA]
] SS
 COUNTY OF SAN DIEGO]

OWNER SIG. _____

OWNER SIG. _____

On this _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same.

Notary Public

Signature page to the First Amended Road Maintenance Agreement of the VIA LOMA-VIA ALICIA ROAD ASSOCIATION dated _____, 19____.

684

DATED: _____

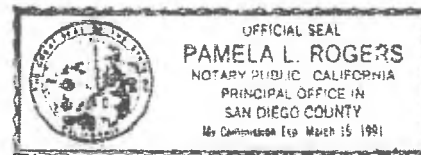
PARCEL NO. 124-220-51

STATE OF CALIFORNIA]
] SS
 COUNTY OF SAN DIEGO]

OWNER SIG. Charles W. Gunther
 CHARLES W. GUNTHER
 OWNER SIG. Mary Ann Gunther
 MARY ANN GUNTHER

On this 25th day of FEBRUARY, 1990, before me, the undersigned, a Notary Public in and for said County and State, personally appeared CHARLES W. GUNTHER + MARY ANN GUNTHER personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same.

Pamela L. Rogers
 Notary Public



DATED: _____

PARCEL NO. _____

STATE OF CALIFORNIA]
] SS
 COUNTY OF SAN DIEGO]

OWNER SIG. _____
 OWNER SIG. _____

On this _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same.

Notary Public

Signature page to the First Amended Road Maintenance Agreement of the VIA LOMA-VIA ALICIA ROAD ASSOCIATION dated _____, 19____

685

DATED: 2-21-90

PARCEL NO. 124-230-53

STATE OF CALIFORNIA
Los Angeles SS
 COUNTY OF SAN DIEGO

X OWNER SIG. Roger Puckey
 OWNER SIG. ROGER PUCKEY

On this 23rd day of February, 1990, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Roger Puckey, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same.

Judy G. Motts
 Notary Public



DATED: _____

PARCEL NO. _____

STATE OF CALIFORNIA
 _____] SS
 COUNTY OF SAN DIEGO]

OWNER SIG. _____

OWNER SIG. _____

On this _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same.

 Notary Public

Signature page to the First Amended Road Maintenance Agreement
 of the VIA LOMA-VIA ALICIA ROAD ASSOCIATION dated
 _____, 19____.

686

DATED: January 13 - 1990

PARCEL NO. 124-220 27-00

STATE OF CALIFORNIA]
] SS
COUNTY OF SAN DIEGO]

OWNER SIG. [Signature]
OWNER SIG. GEORGINA BREEDING

On this 12th day of January, 1990, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Georgina L. Breeding, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same.



[Signature]
Notary Public

DATED: _____

PARCEL NO. _____

STATE OF CALIFORNIA]
] SS
COUNTY OF SAN DIEGO]

OWNER SIG. _____
OWNER SIG. _____

On this _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same.

Notary Public

Signature page to the First Amended Road Maintenance Agreement of the VIA LOMA-VIA ALICIA ROAD ASSOCIATION dated _____, 19____.

687

DATED: 2/2/90

PARCEL NO. 624-220-24

STATE OF CALIFORNIA]
] SS
COUNTY OF SAN DIEGO]

OWNER SIG. Robert L. Kuster
ROBERT L. KUSTER
OWNER SIG. Wilma M. Kuster
WILMA M. KUSTER

On this 2nd day of MARCH, 1990, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Robert L. Kuster & Wilma Kuster, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same.



Patricia A. Bush
Notary Public

DATED: _____

PARCEL NO. _____

STATE OF CALIFORNIA]
] SS
COUNTY OF SAN DIEGO]

OWNER SIG. _____
OWNER SIG. _____

On this _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same.

Notary Public

Signature page to the First Amended Road Maintenance Agreement of the VIA LOMA VIA ALICIA ROAD ASSOCIATION dated 12____.