

**SILVER SADDLE RANCH  
HOMEOWNERS  
ASSOCIATION**

**Articles of Incorporation**

**I. NAME**

The name of the corporation is SILVER SADDLE RANCH HOMEOWNERS ASSOCIATION, INCORPORATED.

**II. PURPOSES AND POWERS**

The purposes for which this corporation is formed are:

(a) The specific and primary purposes are to provide, acquisition, construction, management, maintenance, care and preservation, and architectural control of the residence lots within that certain tract of property described as:

Lots 2 through 215 of SILVER SADDLE RANCH, in the County of San Diego, State of California, according to Map No. 7478 filed in the Office of the County Recorder of San Diego County on November 9, 1972.

(b) The general purposes and powers are:

1. To promote the health, safety, and welfare of the residence within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this corporation for this purpose;
2. To perform all of the duties and obligations of the Declarant as set forth in that certain Declaration of Restrictions, hereinafter called the "Declaration", applicable to the property and recorded in the Office of the County Recorder for the County of San Diego, State of California, January 5, 1973;
3. To fix, levy, and enforce payment by any lawful means, all charges and assessments hereinafter levied on the aforementioned property by the Board of Directors or Bylaws of this corporation; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of business of the corporation, including all licenses, taxes, or governmental charges levied or imposed against the property of the corporation;
4. To receive property by devise or bequest, subject to the laws regulating transfer of property by Will, and otherwise to acquire and hold all property, real or personal, including, without limitations, shares of stock, bonds, and securities of other corporations; to sell, convey, exchange, lease, mortgage, encumber, transfer on trust, or otherwise dispose of, any such property, both real and personal, as the object and purpose of the corporation may require, subject to such limitations as may be prescribed by law;
5. To make and perform contracts in furtherance of the purposes of this corporation;
6. To act as trustee under any trust incidental to the principal object of the corporation, and receive, hold, administer, and expend the funds and property subject to such;
7. To borrow money, contract debts, and, from time to time, issue bonds, notes, and debentures, and to secure the payment or performance of its obligations;
8. To sue and be sued.
9. To qualify to carry on its non-profit activities in any other State, territory, dependency, or foreign country, and to conduct its non-profit activities within or without the State of California;
10. To adopt, use, and at will alter, a corporate seal, value to affix a seal shall not affect the validity of any corporate instrument;
11. To do all other acts necessary or expedient for the administration of its affairs and the attainment of its purposes;
12. To have and to exercise all of the rights and powers conferred on non-profit corporations under the General Non-profit Corporation of California, as such law is now in effect or at any time may be amended;
13. To act as a principal, agent, joint venturer, partner, or in any other capacity which may be authorized or approved by the Board of Directors of the corporation in which the Board may deem proper or convenient in connection with any of the foregoing purposes, or which may be calculated directly or indirectly to promote the interest of this corporation.

The foregoing statement of purposes shall be construed as a statement of both purposes and powers, and the purposes and powers stated in each clause shall, except where otherwise express, be in no way limited or provisions of any other clause, but shall be regarded as independent purposes and powers.

Notwithstanding any of the above statements of purposes and powers, this corporation shall not, except to and insubstantial degree, engage in any activities or exercise any power that are not in furtherance of the primary purposes of this corporation.

### III. ORGANIZATION

This corporation is organized pursuant to the General Non-profit Corporation Law of the State of California and does not contemplate pecuniary gain or profit to the members thereof and it is organized for non-profit purposes.

### IV. PRINCIPAL OFFICE

The county and the state where the principal office for the transaction of business of the corporation is located in San Diego County, State of California.

### V. DIRECTORS

The affairs of this corporation shall be managed by a Board of three Directors, who need not be members of the corporation. The number of Directors may be changed by amendment of Bylaws of the association. The names and addresses of persons who are to act in the capacity as Directors until the selection of their successors are:

<u>Name</u>	<u>Address</u>
Patrick J. Thistle	110 West "C" Street San Diego, California 92101
George D. Holmes	13243 Silver Saddle Lane Poway, California 92064
Darwin D. Wisdom	13310 Bronco Way Poway, California 92064

### VI. ACTION BY CONSENT OF BOARD WITHOUT MEETING

Any action required or permitted to be taken by the Board of Directors under any provision of law may be taken without a meeting, if all of the members of the Board shall individually or collectively consent in writing to such an action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board. Such action by written consent shall have the same force and effect as unanimous vote of such Directors. Any certificate or other document filed under any provision of law which relates to actions so taken shall state that the action was taken by unanimous written consent of the Board of Directors without a meeting and that the Articles of Incorporation authorized the Directors to so act and such statements shall be prima-facie evidence of such authority.

### VII. MEMBERSHIP

Every person or entity who is a record owner of the fee or undivided fee interest in any lot which is subject to the Declarations hereinabove mentioned, may be a member of the corporation. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and cannot be separated from the membership of any lot which is subject to the Declarations.

### VIII. VOTING RIGHTS

The corporation shall have one class of members only, and the property, voting and other rights, interests, and privileges of each member shall be equal.

### IX. LIMITATION ON CORPORATE ACTIVITIES

None of the activities of this corporation shall consist of the carrying on of propaganda, or otherwise attempting, to influence legislation nor shall this corporation participate in, or intervene in (including the publishing or distributing of statements), of any political campaign on behalf of any campaign for public office.

No part of the net earnings or assets of the corporation shall inure (other than by acquiring, constructing, or providing management, maintenance, and care of corporation property, and other than a rebate of excess of membership dues, fees, or assessments) to the benefit of any member, private shareholder or individual.

**X. AMENDMENTS**

Amendment of these Articles shall require the assent (by vote or written consent) of members representing seventy-five (75%) per cent or more of the voting power.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of California, we, the undersigned, constituting the incorporators of this corporation, have executed these Articles of Incorporation, this 11th day of August, 1977.

By: /s/ George D. Holmes  
GEORGE D. HOLMES

By: /s/ Darwin D. Wisdom  
DARWIN D. WISDOM

By: /s/ Patrick J. Thistle  
PATRICK J. THISTLE

STATE OF CALIFORNIA )  
                                  ) Ss.  
COUNTY OF SAN DIEGO )

On this August 11, 1977 before me, the undersigned, a Notary Public in and for said County and State, personally appeared PATRICK J. THISTLE, known to me to be the person whose name subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.  
                                  (SEAL)  
                                  JANICE ANN KEEZER  
                                  Notary Public in and for said County and State.

STATE OF CALIFORNIA )  
                                  ) Ss.  
COUNTY OF SAN DIEGO )

On this August 11, 1977 before me, the undersigned, a Notary Public in and for said County and State, personally appeared GEORGE D. HOLMES, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same

WITNESS my hand and official seal.  
                                  (SEAL)  
                                  JANICE ANN KEEZER  
                                  Notary Public in and for said County and State.

STATE OF CALIFORNIA )  
                                  ) Ss.  
COUNTY OF SAN DIEGO )

On this August 11, 1977 before me, the undersigned, a Notary Public in and for said County and State, personally appeared DARWIN D. WISDOM, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same

WITNESS my hand and official seal.  
                                  (SEAL)  
                                  JANICE ANN KEEZER  
                                  Notary Public in and for said County and State.

**SILVER SADDLE RANCH  
HOMEOWNERS ASSOCIATION**

**Bylaws**

**ARTICLE I  
PRINCIPAL OFFICE**

The principal office of the Association for the transaction of its business is located in the County of San Diego, State of California.

**ARTICLE II  
MEMBERSHIP AND VOTING**

**Section 1. Definitions**

(a) For purposes of these Bylaws, the following definitions shall apply:

- (1) "Building site" as used herein shall be deemed and considered to mean some portion of said real property sufficient in area for the use and occupation of a dwelling house and outbuildings of the character and size or described in the Declaration of Restrictions for Silver Saddle Ranch.
- (2) "Lot or parcel" as used herein shall be deemed and construed to mean some portion of said real property in one ownership.
- (3) "Interest" refers to a legal or equitable interest, as distinguished from a leasehold or security interest.
- (4) "Sole owner" means a person who owns alone an interest in a building site in which there are no other interests, as shown on the records of the Association.
- (5) "Co-owner" means a person who owns an interest in a building site (1) with another or others, whether as community property, or joint tenants, or tenants in common, or (2) in which there is one or more other interests owned by another or others, or (3) both, as shown on the records of the Association.
- (6) "Individual" means a human being, and does not include a partnership, corporation, unincorporated association, trust, estate, governmental entity, or the like.
- (7) "Person" means an individual, partnership, corporation, unincorporated association, trust, estate, governmental entity, or the like.
- (8) "Immediate family" means a member's spouse, and children under twenty-three (23) years of age.

(b) A member shall be an individual who either:

- (1) is a sole owner of a building site; or
- (2) is a co-owner of a building site and is certified as the member by the co-owners of the building site; or
- (3) is certified as the member by the partnership, corporation, unincorporated association, trust, estate, governmental entity, and the like, which owns the building site.

(c) No individual shall be entitled to more than one (1) membership in the Association, regardless of the number of building sites in which such individual may own an interest. No person may certify more than one (1) member regardless of the number of building sites in which the person may own an interest.

(d) The immediate family of a member in good standing (as defined in Section 3(a) of Article II) shall be entitled to all of the rights and privileges of membership, except for the right to receive Association property on dissolution of the Association and the right to vote on any matter submitted to a vote of the members of the Association.

(e) The Board of Directors may, from time to time, grant to other persons, upon such terms as may be determined, the privilege of using and enjoying Association facilities or services.

(f) In case of a dispute with respect to whether an individual is a member of the Association, the decision of the Board of Directors shall be final.

**Section 2. Members Entitled to Vote.**

(a) Each member in good standing (as defined in Section 3 (1) of Article II) shall be entitled to exercise one (1) vote only in the Association, regardless of the number of building sites in which such member may own an interest.

(b) The individual certified in accordance with the provisions of Sub-section I (b)(2) or I (b)(3) of this Article II shall be entitled to cast the one (1) vote in the Association attributable to the one (1) membership for which that individual is certified.

(c) As used in this Article II, "vote" includes signature on, and "ballot" includes written consent, nomination and petition.

(d) Should a non-certified individual vote on any matter submitted to a vote of the members of the Association, the following procedures shall be followed:

- (1) If the certified individual for the subject building site also casts a ballot, the non-certified individual's ballot shall be segregated and not counted.
- (2) If the certified individual for the subject building site does not cast a ballot, and if the non-certified individual who has cast a ballot is a co-owner of the subject building site, the ballot cast shall be valid and counted.

In the absence of such certification, the first ballot cast by a co-owner of the subject building site shall be valid and counted, and all other ballots cast for the subject building site shall be segregated and not counted; in the event ballots are cast by co-owners of the subject building site at substantially the same time, the following procedure shall be followed:

- (1) All such ballots shall be segregated and not then counted.
- (2) The Secretary of the Association shall give notice to all of the co-owners of the subject building site, requesting certification pursuant to Subsection 1 (b)(2) or 1 (b)(3) of this Article II.
- (3) Upon receiving such certification, the ballot of said certified individual shall be counted and the ballot of the non-certified individual shall remain segregated and not counted.
- (4) If no such certification is accomplished within forty-eight (48) hours of the giving of the Secretary's notice, all of such ballots shall remain segregated and not counted.

(e) As used in these Bylaws, the term "voting member" shall mean an individual entitled to vote in accordance with this Article II.

### **Section 3. Member in Good Standing.**

- (a) A member who is current in payment of dues, assessments or other charges from the Association is a member in good standing.
- (b) The Board of Directors shall establish from time to time guidelines for bringing current all dues, or other charges from Association members. Failure of a member to adhere to said guidelines shall cause the Board to notify said member of loss of good standing. Said notification shall be recorded on the appropriate books of record of the Association. The notification thus recorded shall serve as a conclusive presumption that said member was in fact notified of loss of good standing.

### **Section 4. Membership Assessments.**

- (a) Members shall be subject to assessments as provided in the reconstituted Declaration of Restrictions for Silver Saddle Ranch.
- (b) Members shall also be subject to dues and other charges for the exercise of privileges and use of Association facilities and services.
- (c) Dues, assessments or other Association charges which are in arrears shall be collected in a manner which the Board of Directors may prescribe from time to time.

### **Section 5. Definition of Resident Member**

As used in these Bylaws, a "resident member" is a member who actually resides on a building site for a period of not less than nine (9) months in any calendar year. For purpose of this section the Association may rely upon certification of a member with respect to the place of such member's residence.

## **ARTICLE III MEETINGS OF MEMBERS**

### **Section 1. Annual Meetings.**

The members shall meet annually on the first Monday in June in each year at such time and place as may be fixed by the Board of Directors. The Board shall cause to be mailed to each member not less than ten (10) days written notice of said meeting, specifying the time and place thereof, and the business to be transacted thereat.

### **Section 2. Special Meetings.**

Special meetings of the members shall be called at any time by the Board and shall be called by the Board upon written request of not less than twenty-five (25) voting members. The Board shall cause to be given to each member not less than five (5) days written notice of said meeting, specifying the time and place in Silver Saddle Ranch, and the purpose or purposes thereof. If the special meeting is to be called upon written request described above, the Board must act on said written request within fifteen (15) days of receipt thereof and shall set the special meeting within a reasonable time thereafter.

### **Section 3. Quorum.**

The presence in person of twenty-five (25) voting members at a duly called meeting shall constitute a quorum.

### **Section 4. Adjournment.**

(a) in the absence of a quorum, any duly held meeting of members may be adjourned from time to time by a vote of a majority of the voting members present, but no other business shall be transacted.

(b) When a duly held meeting of members is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of the original meeting. When a meeting is adjourned for less than thirty (30) days, it is not necessary to give notice of the time and place of the adjourned meeting or the business to be transacted thereat other than by announcement thereof at the meeting at which the adjournment is taken.

(c) The members present at a duly held meeting at which a quorum is present may continue to do business until adjournment notwithstanding the withdrawal of enough to leave less than a quorum.

### **Section 5. Voting.**

(a) Except as provided in these Bylaws for election of Directors, members may vote in one of two ways: in person or by mail ballot. Both types of balloting shall be conducted in a manner designed to protect the identity of the member casting the ballot. Mail balloting shall be permitted only if the issue being voted on is the subject of an earlier membership meeting at which the proponents and opponents of the issue have had an opportunity to present their views to the membership. There shall be no voting by proxy.

(b) Members entitled to vote at an annual meeting or special meeting, or on any issue or election relative to said meeting, are those who are members of record as shown on the books of the Association as of the close of business thirty (30) days prior to said meeting date.

### **Section 6. Conduct of Meetings.**

(a) Meetings of members shall be presided over by the President of the Association or, in the absence of the President, by the first Vice-President, in the absence of the first Vice-President, by the second Vice-President and in the absence of all three, by a Chairman chosen from the Board by a majority of the Board members present. The Secretary of the Association shall act as secretary of all meetings of members; provided that, in the Secretary's absence, the presiding officer may appoint another person to act as secretary of the meeting.

(b) Meetings of members shall be governed by Robert's Rules of Order, as such Rules may be revised from time to time, insofar as such Rules are not inconsistent or in conflict with these Bylaws, with the Articles of Incorporation of this Association, with the Declaration of Restrictions for Silver Saddle Ranch or with law.

## **ARTICLE IV DIRECTORS**

### **Section 1. Number of Directors.**

The Association shall have seven (7) directors and collectively they shall be known as the Board of Directors.

### **Section 2. Powers of Board of Directors.**

The Board of Directors shall, subject to limitations set forth in the Articles of Incorporation, the Declaration of Restrictions and these Bylaws, exercise the powers of the Association, control its property, and conduct its affairs with, but not limited to, the following specific powers:

(a) To call special meetings of the members whenever deemed necessary; and it shall call such a meeting at any time upon the request of twenty-five (25) voting members;

(b) To elect from its own number a President, a first Vice-President, and a second Vice-President.

(c) To elect a Secretary and Treasurer;

(d) To make regulations, resolutions and rulings as authorized by the laws of the State, the Declaration of Restrictions for Silver Saddle Ranch, the Articles of Incorporation, and these Bylaws.

### **Section 3. General Qualifications.**

Each director shall be a resident member of the Association for at least two (2) years or shall have served on a standing committee for one (1) complete year, said time requirement not applying to the original Board. Directors shall be eligible for reelection without limitation on the number of terms they may serve.

### **Section 4. Election of Directors.**

(a) Except for Directors appointed to fill vacancies, Directors shall be elected by ballot at the office of the Association or at such other place as the Board of Directors may designate in San Diego county, on the first Monday of June of each year, between the hours of 8 o'clock A.M. and 7 o'clock P.M., during which time the polls shall remain open.

(b) The terms of the Directors shall be staggered in order that not more than three (3) Directors shall be elected to full terms in any one year.

(c) The term of office for all Directors, except for Directors elected to fill an unexpired term, shall be for a period of three (3) years, or until their successors are elected, except for the election held in June of 1977, the results of which election shall determine the terms as follows:

(1) The three (3) nominees receiving the greatest number of votes shall be elected to a three (3) year term.

(2) The next two (2) nominees receiving the next highest number of votes shall be elected to a two (2) year term.

(3) The next two (2) nominees receiving the next highest number of votes shall be elected to a one (1) year term.

(d) Not less than forty-five (45) days prior to any annual meeting of members, the Board of Directors shall create an ad hoc committee, hereafter referred to as the Nominating Committee. Said Nominating Committee shall have five (5) members who shall be Association members. The manner in which these five (5) positions are to be filled is as follows:

(1) The Board shall appoint two (2) members.

(2) Upon at least ten (10) days written notice to the Association membership by the Board announcing the formation of the Nominating Committee, any Association member in good standing, with two (2) years resident membership or one (1) complete year of service on a standing committee, and wishing to serve on said committee, may apply for such position at the office of the Association within the announced period on a form provided for that purpose. From the number so applying, two (2) members shall be selected by lot. The selection by lot shall be conducted by the individual designed by the Board.

(3) The fifth member shall be the immediate Past President of the Association, or if such individual be unavailable, then the preceding Past President of the Board, ad seriatim.

Nominating Committee members shall serve until the completion of the annual meeting immediately succeeding their appointments. Not less than thirty (30) days prior to such meeting the Nominating Committee shall recommend to the Board not less than two (2) more individuals than the number being elected as candidates for the Board of Directors. All candidates so recommended must be qualified. At the annual meeting the Board shall cause the members so recommended to be nominated.

(e) The report of the Nominating Committee, containing the names of the candidates shall, on receipt from the committee, be immediately posted on the Association Bulletin Board by the Secretary of the Association.

(f) Not less than twenty (20) days prior to any election of Directors, any fifty (50) voting members of the Association, other than Directors, may make additional nominations, which nominations shall be in writing and signed by the proponents and shall be immediately posted on the Association Bulletin Board by the Secretary. A candidate may withdraw by giving written notice to the Secretary of the Association at least fifteen (15) days prior to any election, provided that on the final ballot, at least two (2) more individuals than the number of Directors to be elected appear as candidates.

(g) The notice of the annual meeting of members shall include the names of candidates and their brief biographies in a format designated by the Nominating Committee.

(h) The Directors shall be elected by secret ballot from those nominated as herein provided. The number to be elected shall be dependent upon the number of Directors whose terms are expiring and the number of vacancies, if any, then existing. Printed ballots containing the names of all candidates, arranged alphabetically, shall be prepared by the Secretary. The President shall appoint three (3) inspectors, whose duties shall be to preside over the election and thereafter count the ballots. Each voting member shall be entitled to vote for the number of Directors to be elected, but cumulative voting shall not be permitted. Consistent with the number of positions to be filled, the candidates receiving the highest number of votes shall be certified by the inspectors to the Secretary; provided, however, those candidates receiving the highest number of votes shall serve the full terms and the others elected shall fill the remaining terms thereof. The Secretary shall post on the Association Bulletin Board the names of the Directors elected, the number of votes received by each, and the term each is to serve. Directors so elected shall take office immediately and shall serve for the term hereinabove specified. After a recount and in case of a tie which prevents the election of the appropriate number of Directors, the tie shall be determined by lot between the tying candidates.

(i) At the election of Directors, voting members shall vote by secret ballot in person or by absentee ballot. Any voting member who is unable to attend the election may apply in writing to the Secretary for a form of absentee ballot containing the names of nominees. To be valid, an absentee ballot must be filed in a sealed envelope with the Secretary prior to the commencement of the election. Said absentee ballots shall be opened and counted by the inspectors of the election at the time regular ballots are counted.

(j) A vacancy in the Board of Directors shall exist upon death or resignation of a Director or when said Director ceases to be a member in good standing of the Association. The Board of Directors may declare vacant the position of a Director who is absent for three (3) consecutive regular Board meetings without prior authorization from the Board.

(k) Vacancies in the Board of Directors shall be filled by appointment by a majority of the remaining Directors, although less than a quorum. Directors so elected to fill vacancies shall serve until the next annual election. Provided, however, if such vacancy occurs within one-hundred twenty (120) days prior to the annual election, the Board may, by resolution, determine that the vacancy shall remain until the election.

(l) The Association shall not be required to maintain ballots and voting records for more than two (2) years unless the Board of Directors shall direct said ballots and records to be stored for a longer period. Accordingly, the Secretary may destroy, burn or otherwise dispose of said ballots and records without further authority or direction from the Board.

## **Section 5. Meetings of Board of Directors.**

(a) Meetings of the Board of Directors shall be held at a Board Members home or another group location.

(b) The Board of Directors shall meet regularly on the first Tuesday of each month at such hour the Board establishes for the commencement of business; no notice of such regular meetings need be given.

(c) Special meetings of the Board of Directors shall be called by the President, or by a majority of the Board, by directing the Secretary to issue a call for such meeting. There-upon, the Secretary shall notify each Board member, either personally or by mail, at least twenty-four (24) hours prior to the time of such meeting. Such notice shall specify the purpose of the meeting, and at such special meeting, only the business so noticed may be transacted. If the Secretary fails to give such notice, any Board member may do so.

(d) The presence in person of at least four (4) members of the Board of Directors shall constitute a quorum for the transaction of business.

(e) At the request of any member of the Board of Directors, the Secretary shall record the vote of each Director upon any motion.

(f) Meetings of the Board of Directors shall be governed by Robert's Rules of Order, as such Rules may be revised from time to time and insofar as such Rules are not inconsistent or in conflict with these Bylaws, with the Articles of Incorporation, with the Declaration of Restrictions or with law.

(g) Meetings of the Board of Directors shall be presided over by the President of the Association, or in the President's absence, by the first Vice-president, or in the absence of both the first and second Vice-President, by a Chairman chosen by a majority of the Directors present. The Secretary of the Corporation shall act as Secretary of the Board; provided, however, that in the absence of the Secretary, the presiding officer shall appoint an individual to act as Secretary of the meeting.

(h) All meetings of the Board of Directors shall be open to Association members; provided, however, the presiding officer may, at a duly held meeting of the Board, declare a closed meeting of the Board, known as an Executive Session, (1) to consider matters affecting the security of Association buildings or facilities, or (2) to consider matters affecting any present or proposed employee of the Association, or (3) to confer with Association counsel on any matter, under conditions in which the attorney-client privilege would obtain, when necessary to preserve the Board's right to effective counsel, or (4) under such circumstances as may be determined by a majority of the Board to be discussed in Executive Session.

(i) Members of the Board of Directors shall conduct themselves in accordance with a Code of Ethics which the Board shall adopt.

#### **Section 6. Limitations on Board of Directors' Powers.**

(a) Resolutions providing for the acquisition of real property by the Association or for the sale, mortgage or other disposition of any real property of the Association (except for granting, relocating or extinguishing franchises, rights of way, and easements for public utility or for other public or quasi-public purposes upon, over and/or under any real property owned by the Association or by any other party) shall not become effective until fifteen (15) days after written notice shall have been given by mail to all members of the Association. If during such fifteen (15) day period there shall be presented to the Secretary a petition signed by fifty (50) voting members of the Association, protesting against such acquisition, sale, mortgage, or other disposition of property, such resolution shall not become effective unless approved by a majority of a quorum of voting members at a members' meeting called and held within thirty (30) days after the filing of such petition. During the periods referred to above, the Board and/or Association shall not consummate the transaction and shall notify affected third parties of the provisions contained herein.

(b) Any approval given by the Board of Directors for any subdivision, realignment, variance, commercial or multiple residential structure, keeping of animals, or modifications of Local Protective Restrictions of the Declaration of Restrictions shall not be valid unless and until the Board shall first (1) have received the written advice of the standing committee thereon, and (2) have had a hearing thereon at which Association members shall have the right to speak. Notwithstanding the existence of a quorum, any such approval shall require an affirmative vote of at least four (4) members of the Board of Directors; provided, however, that in the event the said standing committee advises disapproval in writing thereof, any such approval shall require an affirmative vote of at least five (5) members of the Board of Directors.

(c) Any approval given by the Board of Directors for any annexation shall not be valid unless and until the Board shall first have had a hearing thereon at which Association members shall have the right to speak. Notwithstanding the existence of a quorum, any such approval shall require an affirmative vote of at least four (4) members of the Board of Directors.

(d) Notwithstanding the provisions of subsections 6(b) and 6(c) of this Article IV, and approval given by the Board of Directors for any modification of Local Restrictions of the Declaration of Restrictions for Silver Saddle Ranch or for any annexation shall not become effective until fifteen (15) days after posting on the Association Bulletin Board the proposed modification as contained in the minutes of the meeting at which such approval was given. If during such fifteen (15) day period there shall be presented to the Secretary a petition signed by fifty (50) voting members of the Association, protesting against such approval, such approval shall not become effective unless approved by a majority of a quorum of voting members at a members' meeting called and held within thirty (30) days after the filing of such petition. During the periods referred to above, the Board and/or Association shall not consummate the transaction and shall notify affected third parties of the provisions contained herein.

(e) Regulations may be adopted, amended or repealed after a hearing thereon at which Association members shall have the right to speak, by affirmative vote of at least five (5) members of the Board of Directors, and only after ten (10) days written notice to members of the proposed regulation (or amendment or repeal thereof) shall have full force thereon. Any such regulation (or amendment or repeal thereof) shall have full force and effect immediately upon being so adopted.



## **ARTICLE V DUTIES OF OFFICERS**

### **Section 1. Officers.**

The officers of the Association shall be the President, first Vice-President, second Vice-President, Secretary, and Treasurer. No individual may hold more than one (1) office.

### **Section 2. Election of Officers.**

As soon as possible after the election, following each annual meeting of members, the Board of Directors shall hold a regular meeting for the purpose of organization, election of officers and the transaction of other business.

### **Section 3. President.**

The President shall preside over all meetings, shall sign all instruments in writing which have been approved by the Board of Directors, shall be recognized as the official head of the Association, and shall have such powers as generally pertain to the office of the President, together with such other powers as may be conferred upon that office by the Board. The President shall consult with the Committee Chairman prior to appointing anyone to as a member of the committee.

### **Section 4. First Vice-President.**

The first Vice-President shall assume the duties of the President whenever the latter is absent or is unable or refuses to act. If both the President and first Vice-President are unable to act, the second Vice-President shall serve as a President pro Tem.

### **Section 5. Second Vice President.**

The second Vice-President shall assume the duties of the first Vice-President whenever the latter is absent or is unable or refuses to act. If the President, first Vice-President and second Vice-President are unable to act, the Board shall appoint a Director to serve as a President Pro Tem.

### **Section 6. Secretary.**

The Secretary shall keep a record of the proceedings of the Board of Directors and of the members, and shall perform such other duties as may be prescribed by the Board. The Secretary shall keep a record containing the list of the members of the Association, with the name and address of each member.

### **Section 7. Treasurer.**

The Treasurer shall be responsible for safeguarding and accounting for the receipts and disposition of assets of the Association.

## **ARTICLE VI ASSOCIATION COMMITTEES**

All committees shall be under the direct supervision and subject to the control of the Board of Directors of the Association.

### **Section 1. Standing Activity Committees.**

The Association shall have the following standing activity committees whose function it is to advise the Board of Directors with respect to the use of Association property and recreational facilities. The members of each committee shall be resident members of the Association in good standing.

### **Section 2. Environmental Review Committee.**

The environmental review committee shall be responsible for the Board in matters affecting the planning and zoning of real property, restrictions, beautification, safety, equestrian trails, easements, and other matters of aesthetic values as the officers and/or membership directs.

### **Section 3. Additional Duties of Standing Committees.**

The precise and/or additional duties and responsibilities of each said committee shall be as designated by the Board of Directors from time to time.

### **Section 4. Ad Hoc Committees.**

Ad hoc committees for special purposes may be created, and appointments made thereto, from time to time by the Board of Directors.

### **Section 5. Standing Committee Appointments.**

The President of the Association shall appoint one of the Directors to chair each standing committee thereby assuring a liaison and direct communication with the Board of Directors of the Association. Other Directors may suggest members in good standing to the Committees but the Chairman (Director) will be given the right to choose his Committee members who will be subject to the Board's approval.

### **Section 6. Term.**

All members of standing committees shall assume their positions upon appointment following the annual meeting of the Association, and shall serve until the next annual meeting of the members of the Association. Members of standing committees may be re-appointed without limitation on the number of terms. A vacancy on any standing committee shall be filled for the remainder of the one (1) year term by the committee Chairman making the original appointment or such Director's successor.

### **Section 7. Non-Voting Committee Members.**

Each standing committee may select one or more non-voting members to advise it on matters of current study. Non-voting members of a standing committee shall be entitled to all other rights afforded voting members, including notice of meetings, agendas, copies of minutes and reports.

### **Section 8. Committee Meetings.**

Each committee shall meet at such times, places, and frequency as may be directed by its chairman or by the Board of Directors.

### **Section 9. Committee Minutes and Reports.**

Each standing committee shall prepare and file with the Secretary of the Association (a) current minutes of all of its meetings, and (b) an annual report covering its activities for the fiscal year.

## **ARTICLE VII INDEMNIFICATION**

Except as otherwise limited by state or federal law, this Association shall pay all expenses incurred by, and satisfy any judgment or fine rendered or levied against, any person who is or has been a Director, officer, employee, agent or committee member of this Association in an action brought by a third party against such person (whether or not this Association is joined as a party defendant) to impose a liability on such person for an act alleged to have been committed or omitted by such person while a Director, officer, employee, agent, or committee member, or by this Association, or by both, provided that the Board of Directors of this Association determines in good faith that such Director, officer, employee, agent or committee member was acting in good faith within what such person reasonably believed to be the scope of such person's employment or authority and for a purpose such person reasonably believed to be in the best interest of the Association or its members. Payments provided for hereunder shall include amounts paid in expenses incurred in settling any such action or threatened action. This provision shall be construed to provide for payments and indemnification to the fullest extent permitted by law.

## **ARTICLE VIII INSTRUMENTS, DEPOSITS AND FUNDS**

### **Section 1. Contracts.**

The Board of Directors may authorize any officer or agent of the Association, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of, and on behalf of, the Association, and such authority may be general or confined to specific instances. Unless so authorized, no officer, agent or employee shall have any power or authority, except as in these Bylaws provided, to bind the Association by any contract or engagement, or to pledge its credit or to render it liable pecuniarily for any purpose or in any amount.

### **Section 2. Signatures.**

All checks, drafts, or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association, shall be signed by the Treasurer and countersigned by the President, unless otherwise directed by resolution of the Board of Directors as provided in Section I hereof.

### **Section 3. Deposits.**

All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board of directors may select.

### **Section 4. Gifts.**

The Board of Directors may accept on behalf of the Association any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Association.

### **Section 5. Open Books.**

The accounting books and records, and the minutes of proceedings of the members, the Board of Directors (except Executive Sessions) and Committees, shall be open to inspection upon demand of any Association member in good standing at any reasonable time during usual business hours, for a purpose reasonably related to such member's interests. Any Association member may obtain from the Association copies of said minutes, books, records, or documents upon payment of reasonable reproduction costs. Upon written request of any Association member, the Board may permit inspection of other Association records.

## **ARTICLE IX NOTICES**

### **Section 1. Mailing.**

All notices required under these Bylaws must be given in writing and properly addressed to the person to whom it is to be given at such person's last known address as shown on the records of the Association.

### **Section 2. Time of Notices.**

Unless specified otherwise in these Bylaws, notices of hearings shall be given in the time and manner prescribed by the Board of Directors.

**ARTICLE X  
BYLAWS AND AMENDMENTS TO BYLAWS**

**Section 1. By Members.**

Any of these Bylaws may be amended or repealed, and any bylaw may be adopted, amended or repealed, by the written consent of voting members entitled to exercise a majority of the voting power of the Association, or by the vote of a majority of a quorum at a meeting of Association members duly called for the purpose thereof according to these Bylaws. The Board of Directors shall have no power to amend or repeal any bylaw or amendment by the members of the Association.

**Section 2. By Board of Directors.**

Subject to the right of Association members to adopt, amend, or repeal bylaws, any of these Bylaws may be amended or repealed, and any bylaw may be adopted, amended or repealed, after a hearing thereon at which Association members shall have the right to speak, by the Board of Directors only after written notice of the proposed action and the hearing thereon is given to the members of the Association at least ten (10) days before such hearing; provided, however, that whenever a bylaw requires for Board action the affirmative vote of a larger proportion of the Board than is otherwise required, the bylaw requiring such greater vote shall not be altered, amended or repealed by the Board except by such greater affirmative vote.

**Section 3. Effective Date of Amendments.**

Any action taken in accordance with these Bylaws to adopt, amend or repeal any bylaw shall become effective immediately upon being so taken unless a later date is provided for as a part of such action.

**Section 4. Savings Clause.**

Any provision of these Bylaws which conflicts with the Declaration of Restrictions, the Articles of Incorporation, or law shall be void and have no force or effect. The remaining Bylaws shall remain in full force and effect.

**Section 5. Place Where Bylaws Kept.**

The original or copy of these Bylaws, as amended, or otherwise altered to date, certified by the Secretary of the Association, shall be recorded and kept in Board files.

**Section 6. Effective Date of Original Bylaws.**

These Bylaws shall become effective immediately upon their adoption.

**ARTICLE XI  
ANNUAL MEMBERSHIP DUES**

Annual membership dues are set and raised when necessary by a majority vote of the members present at a regular meeting of the Association.

**ARTICLE XII  
CORPORATE SEAL**

The Seal of the Association shall consist of a circle having the words, "SILVER SADDLE RANCH HOMEOWNERS ASSOCIATION", California, incorporated August 11, 1977.

**SILVER SADDLE RANCH  
HOMEOWNERS ASSOCIATION**

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**Declaration of Establishment  
of Restrictions**

THIS DECLARATION made this 10th day of November, 1972, by Burad Builders, a partnership, hereinafter referred to as "Declarant."

**WITNESSETH:**

WHEREAS, Declarant is the owner of the real property described as :Lots 2 through 215 of SILVER SADDLE RANCH, in the County of San Diego, State of California, according to Map No. 7478 filed in the Office of the County Recorder of said San Diego County November 9, 1972; and

WHEREAS, Declarant desires to subject said property to the following conditions, restrictions and charges for the benefit of said property and its present and subsequent Owners; and

WHEREAS, Declarant contemplates selling portions of the real property herein described by reference to subdivision maps or otherwise; and

WHEREAS, the power to enforce said conditions, restrictions, reservations and charges is to reside in the Declarant, its successors and assigns;

NOW, THEREFORE, BURAD BUILDERS, hereby declares that the property described in ARTICLE I hereof is and shall be held and conveyed upon and subject to the conditions, covenants, restrictions, reservations and charges hereinafter set forth:

**ARTICLE I  
PROPERTY SUBJECT TO THIS DECLARATION**

The real property subject to this Declaration is known as the SILVER SADDLE RANCH, and is situated in the County of San Diego, State of California, and is more particularly described above. "Lot or parcel" as used herein shall be deemed and construed to mean some portion of said real property in one ownership; and building site" as used herein shall be deemed and construed to mean some portion of said real property sufficient in area for the use and occupation of a dwelling house and outbuildings of the character and size hereinafter required.

**ARTICLE II  
USE RESTRICTIONS**

**Section 1. Residential Use.**

No part of any Lot shall be used for other than private dwelling purposes and accessory uses. The foregoing restriction as to use shall not, however, be construed in such manner as to prohibit a Lot Owner from (a) maintaining his personal professional library therein; or (b) keeping his personal business or professional records or accounts therein; or (c) handling his personal business or professional calls or correspondence therefrom; or (d) undertaking any other activity thereon when such activity has been expressly approved in advance by the Declarant, such activities being hereby expressly declared to be accessory uses.

**Section 2. Maintenance by Owner.**

The Owners of the individual Lots shall be responsible for the maintenance of and shall maintain exteriors of their dwelling units, and the improvements on their Lots, including exterior and appurtenances thereto, in a clean, sanitary and attractive condition.

The Owner of each Lot shall: (a) keep the same free from rubbish, litter and noxious weeds; (b) maintain, cultivate and keep in good condition and repair shrubs, trees, grass, lawns, plantings, and other landscaping located or from time to time placed upon the Lot, including those in areas between Lot lines and the street curbs, if any; (c) trim and restrain all trees, shrubs, or planting of any kind so that they shall not be allowed to overhang or otherwise encroach upon, above or below any pedestrian way or street; (d) maintain in good condition and repair and adequately painted or otherwise finished all structures and buildings located or from time to time placed upon the Lot; and (e) maintain all paved surfaces and keep them clean, reasonably dry and free of oil and other extraneous matter.

**Section 3. Signs.**

No sign or billboard of any kind (including but without limitation commercial or political signs) shall be displayed to public view on any Lot, except for (a) directional signs established by the Declarant; (b) such signs as may be required by legal proceedings; (c) residential identification signs of a combined total face area of seventy-two square inches or less for each Lot; (d) during the time of construction of any residence or other improvement, one job identification sign not larger than eighteen by twenty-four inches in height and width and having a face area not larger than three square feet; and (e) not more than one "For Sale" or "For Rent" sign having a maximum face area of three square feet.

**Section 4. Obnoxious and Offensive Activities.**

No obnoxious or offensive activity shall be carried on upon any Lot or any part of the properties, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

### **Section 5. Temporary Structures.**

Unless approved in writing by the Declarant, no structure of a temporary character, trailer, tent, shack, garage, barn, stable or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. No trailer, camper, boat or similar equipment shall be permitted to remain upon any Lot, unless placed or maintained within an enclosed garage or fenced area. Notwithstanding the provisions of this Section, the Declarant may construct and maintain temporary buildings, structures and vehicles on the properties used only for construction and administration purposes. All such buildings shall be removed no later than the completion of the construction for which such buildings, vehicles or structures were constructed or placed upon the properties. The Declarant may also construct, operate and maintain a sales office and model homes in connection with its continuing sales program.

### **Section 6. Animals.**

No animals, livestock, birds, fish or poultry of any kind shall be raised, bred or kept upon any Lot, except dogs, cats or such other household pets, provided they are not kept, bred or maintained for any commercial purpose, or in unreasonable numbers. Notwithstanding the foregoing, no animals or fowl may be kept on the Lots which result in an annoyance or are obnoxious to residents in the vicinity. Riding horses may be kept and ridden by the Lot owners on their own lots and upon the riding trails designated by the Declarant via easements for riding purposes. Lot owners shall keep said riding trails free of all obstructions and debris where such trails are contiguous to Lot owners parcels. Trails are for the exclusive use of riding horses, and no motor vehicles are to use said trails, with the exception of pick-up trucks delivering feed or removing manure.

### **Section 7. Vehicles.**

No mobile home, trailer of any kind, truck, motorcycle, camper or boat shall be kept, placed, maintained, constructed, reconstructed, or repaired, nor shall any motor vehicle be constructed, reconstructed or repaired, upon any Lot or street in such a manner as will be visible from neighboring property. No stripped down, partially wrecked or junk motor vehicle or sizeable part thereof, shall be permitted to be parked on any street or on any Lot in such a manner as to be visible to the occupants of other Lots or to the users of any street. No truck larger than 3/4 ton shall be parked for more than twenty-four hours on any Lot in such a manner as to be fully visible to the occupants of other Lots or the users of any street. Any trucks, horse-trailers, campers, or similar vehicles, that are parked by Lot Owners on their Lots all either be in garages, or shall be kept out of full view from the street behind a solid fence of at least six (6) feet in height.

### **Section 8. Extraction of Minerals.**

No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, or mineral excavations or shafts be permitted upon the surface of any portion of the properties, or within five hundred (500) feet below the surface of the properties, and no derrick or other structure designed for use in boring for water, oil or natural gas shall be erected, maintained or permitted upon any portion thereof.

### **Section 9. Fences and Outbuildings.**

No fences, ornamental screens, awnings, sunshades, walls or hedges shall be erected or permitted upon the Lots, except as approved by the Declarant. No buildings, including outbuildings, patios, fences and porches, shall be removed from or erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the exact location of the structure or improvements have been approved in writing by the Declarant as to quality of workmanship and materials, harmony of external design with existing or planned structures and as to location. Any exterior color scheme of any structural improvement shall be subject to the prior approval of the Declarant. The prohibitions set forth herein shall not apply to the Declarant.

### **Section 10. Power Lines.**

No power lines, wires or other devices for the communication or transmission of electric current or power shall be constructed, placed or maintained anywhere in or upon any Lot, unless the same shall be contained in conduits or cables constructed, placed and maintained underground or concealed in, under or on buildings or other structures approved by the Declarant.

### **Section 11. Debris and Outside Storage.**

All rubbish, trash, manure and garbage shall be regularly removed from the Lots and shall not be allowed to accumulate thereon. All clothes-lines, refuse containers, woodpiles, hay and feed storage and machinery and equipment shall be prohibited on any Lot, unless obscured from view of adjoining Lots and streets by a fence or appropriate screen of at least six (6) feet in height, approved by the Declarant. No incinerators shall be kept or maintained on any Lot.

### **Section 12. Pests.**

No Owner shall permit any thing or condition to exist upon any portion of his Lot which shall induce, breed or harbor infectious plant diseases or noxious insects or vermin.

### **Section 13. Grades, Slopes and Drainage.**

No Owner of any Lot shall in any manner, alter, modify or interfere with the grades, slopes or drainage on any Lot without the express written permission of the Declarant and then only to the extent and in the manner specifically approved. No structure, plantings, or other material shall be placed or permitted to remain on or within the slopes, nor shall any other activities be undertaken by any Lot Owner which may damage or interfere with established slope ratios, create erosion, or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels.

### **Section 14. Garages.**

Any garage constructed on a Lot shall be of sufficient size to contain a minimum of two (2) standard size American cars. Such garages shall have doors and the doors shall be kept closed at all times not required for ingress or egress of automobiles or other vehicles commonly stored therein. Where possible, all garage doors shall face side lines and not the street.

**Section 15. Environmental Review Board.**

There shall be an Environmental Review Board hereinafter called the "Board," consisting of the Declarant, or its successors and assigns. In the event of failure of Declarant to appoint such Board or to fill any vacancies herein, then in such event the Owners of a majority in the number of the lots in said real property shall have the right by written document to appoint the members of said Board or to fill any vacancies thereon. When 90% of the lots in Sliver Saddle Ranch have been sold by the Declarant, or its successors and assigns, the then Owners of said lots, may appoint a new Environmental Review Board.

**Section 15 A. Residential Construction.**

No building, structure or improvement shall be constructed on the Lots herein unless said building, structure or improvement is a single family residence of an area not less than 1,600 square feet under a full roof (exclusive of patios and porches), excluding garages and other appurtenances. No such building, structure or improvement shall be constructed without prior written approval by the Declarant of the plans and specifications therefor. The Declarant may allow an exception to the size requirement set forth in this Section upon making a finding that because of unique and unusual physical features of the residential Lot in question, the construction of a 1,600 square foot structure is not reasonable or desirable. When requesting approval of construction plans Lot Owners shall pay a standard fee of \$25.00 to Declarant, said fee to accompany one set of plans. Approval of said plans shall be noted in writing on said plans by the Declarant.

Without in any way limiting the effect or generality of the foregoing, the Declarant, or its said successors and assigns acting in the premises, before giving any such approval may require that said plans and specification shall comply with such requirements as the Declarant or its said successors and assigns in its absolute discretion 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 or character of said building or structure shall be such as in the discretion of the Declarant, or its successors and assigns, shall be deemed to be suitable in view of the general architectural style and character of buildings erected or to be erected upon said Lots.

**Section 16. Use of Improvement During Construction; Diligence in Construction.**

No building, structure or other improvement upon any Lot shall be occupied until the same is completed and made to comply with the restrictions, covenants and conditions contained in this Declaration. Any building, wall, fence, structure or other improvement which is partially or totally destroyed, or damaged, by fire, earthquake or otherwise, shall be removed, repaired or replaced within a reasonable time after such destruction or damage occurs and subject to the requirements of this Declaration, by the then Owner or Owners of that portion of the Lot or Lots upon which the destroyed or damaged improvement was or is located.

**Section 17. Chemicals.**

The Declarant shall have the power from time to time to determine that the use of particular chemicals on any one or more Lots constitutes or would constitute a clear danger, and to publish the names of such chemicals and prohibit their use; no chemical so prohibited shall be used on or above any Lot.

**Section 18. Compliance with Laws.**

Each Lot Owner shall promptly comply with all laws, statutes, ordinances, rules and regulations of Federal, State or Municipal Governments or authorities applicable to use and occupancy of and construction and maintenance of any improvements upon the Lots.

**Section 19. Setback and Location of Buildings.**

Subject only to the variations permitted or required herein, no buildings shall be maintained on any Lot less than seventy (70) feet from the center line of the street on which it faces. Each dwelling house shall have a setback of not less than ten (10) feet from each side line of the building site on which it is located, except that in the case of a corner lot, the setback from the side line along the street may be modified with the consent of the Declarant.

**ARTICLE III  
SCOPE AND DURATION OF CONDITIONS  
AND RESTRICTIONS**

All of the conditions, restrictions and charges set forth in this Declaration are imposed upon said property for the direct benefit thereof and of the owners thereof as part of a general plan of development, improvement, building, occupation and maintenance hereby or in any supplement to this Declaration adopted therefor by Declarant; and said conditions, restrictions and charges shall run with the land and continue to be in full force and effect, except as hereinafter provided, until January 1, 1997. Declarant may at any time modify or amend any of the provisions of this Declaration as to all or any portion or portions of said land by an instrument in writing duly recorded in the Office of the Recorder of San Diego County, California.

**ARTICLE IV  
VIOLATION OF CONDITIONS AND RESTRICTIONS**

**Section 1.** Damages are declared not to be adequate compensation for any breach of the provisions of this Declaration, Declarant contemplating the enforcement of such restrictions as part of the general plan of improvement, and not damages for the breach of such restrictions.

**Section 2.** Violation of any of the conditions or restrictions herein contained shall give to Declarant, its successors or assigns, the right, to enter upon the property upon or as to which such violation exists, and to summarily abate and remove, at the expense of the Owner thereof, any erection, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof; and Declarant shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

**Section 3.** The result of every act of omission whereby any condition and restriction herein contained is violated, in whole or in part, is hereby declared to be and constitutes a nuisance, either public or private and shall be applicable against every such result, and may be exercised by Declarant. In any legal or equitable proceeding by Declarant for the enforcement, or to restrain a violation of this Declaration or any provisions hereof, the losing party or parties shall pay the attorneys' or attorney's fees of the winning party or parties in such amount as may be fixed by the court in such proceeding. Such remedies shall be deemed cumulative and not exclusive. However, nothing contained in this Declaration or in any form of deed which may be used by Declarant or its successors or assigns in selling said real property, or any part thereof shall be deemed to vest or reserve in Declarant any right of reversion for breach or violation of any one or more of the provisions hereof, and any such reversionary right is hereby expressly waived by Declarant.

#### **ARTICLE V**

The provisions contained in this Declaration shall bind and inure to the benefit of and be enforceable by Declarant and its successors and assigns and failure by Declarant to enforce any of such conditions, restrictions or charges herein contained shall in no event be deemed a waiver of the right to do so hereafter. A violation of any of the covenants, conditions or restrictions herein contained, or any re-entry by reason of such breach or violation thereof shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to said real property or any part thereof, but said conditions, provisions, restrictions and charges shall be binding upon and effective against every subsequent owner of said realty claiming title under or through a sale or foreclosure of any such mortgage or deed of trust.

#### **ARTICLE VI**

Any or all of the rights and powers and reservations of Declarant herein contained may be assigned to any other corporation or association which is now organized or which may hereafter be organized and which will assume the duties of Declarant hereunder pertaining to the particular rights and powers and reservations assigned; and upon any such corporation or association evidencing its consent in writing to accept such assignment and assume such duties, it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein.

#### **ARTICLE VII**

The determination by any court that any of the provisions of this Declaration are unlawful or void shall not affect the validity of any of the other provisions hereof.

BURAD BUILDERS, a partnership  
By RICHARD P. ADAMS General Partner

STATE OF CALIFORNIA )  
                                  )Ss.  
COUNTY OF SAN DIEGO )

On November 1, 1972, before me, the undersigned, a Notary Public in and for said County and State, personally appeared RICHARD P. ADAMS known to me to be one of the partners of the partnership that executed the within instrument and acknowledged to me that such partnership executes the same.

WITNESS my hand and official seal.

(SEAL)  
JEAN M. DODDRIDGE  
Notary Public in and for said County and State.

**AMENDMENT TO DECLARATION OF RESTRICTIONS**

THIS AMENDMENT to Declaration of Restrictions made 3rd day of May, 1984 by the Silver Saddle Ranch Home Owners Association, Inc.

**WITNESSETH:**

WHEREAS, a Declaration of Restrictions was filed concerning the real property described as Lots 2 through 215 of SILVER SADDLE RANCH, in File/Page No. 73-004411, recorded January 5, 1973, in the Office of the County Recorder of San Diego County; and

WHEREAS, the Silver Saddle Ranch Home Owners Association, Inc. is the successor to the rights, powers and reservations of Declarant in said Declaration of Restrictions; and

WHEREAS, the Board of Directors of the Silver Saddle Ranch Home Owners Association, Inc. has, in accordance with the bylaws of the Association, amended the said Declaration of Restrictions;

NOW, THEREFORE, the Silver Saddle Ranch Home Owners Association, Inc. hereby declares that Article II, Section 9 of the Declaration of Restrictions be amended to read as follows:

**Section 9. Fences and Outbuildings.**

No fences, ornamental screens, awnings, sunshades, walls or hedges shall be erected or permitted upon the Lots, except as approved by the Declarant. No buildings, including outbuildings, patios, fences, porches, and solar energy structures (including panels) shall be removed from or erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the exact location of the structure or improvements have been approved in writing by the Declarant as to quality of workmanship and materials, harmony of external design with existing or planned structures and as to location. Any exterior color scheme of any structural improvement shall be subject to the prior approval of the Declarant. The prohibitions set forth herein shall not apply to the Declarant.

SILVER SADDLE RANCH HOME OWNERS ASSOCIATION, INC.

By: /s/W.P. Allen  
W. P. ALLEN President, Board of Directors

By: /s/ Jean Rhodes  
JEAN RHODES Secretary, Board of Directors

STATE OF CALIFORNIA    )  
                                  )Ss.  
COUNTY OF SAN DIEGO )

On December 13, 1984, before me, the undersigned, a Notary Public in and for said County and State, personally appeared W.P. ALLEN and JEAN RHODES known to me and who acknowledged that they are respectively the President and Secretary of the Silver Saddle Board of Directors, and that the within amendment to Declaration of Restrictions was adopted by the Silver Saddle Home Owners Association, Inc.

WITNESS my hand and official seal.  
(SEAL)  
PAT PASQUILL  
Notary Public in and for said County and State.

**AMENDMENT TO DECLARATION OF RESTRICTIONS**

I, Steve Riddle, declare and state as follows:

1. I certify that I am the President of SILVER SADDLE RANCH HOMEOWNERS ASSOCIATION, a California nonprofit mutual benefit corporation (hereafter referred to as "Association").
2. The Association is charged with the responsibility to operate, manage, and control the common interest subdivision known as SILVER SADDLE RANCH (hereafter referred to as the "Project"). The Project is more specifically known as:  
  

Lots 2 through 215 of SILVER SADDLE RANCH, in the County of San Diego, State of California, according to Map No. 7478, filled in the Office of the County Recorder of said San Diego County on November 9, 1972.
3. The Association and the Project are bound by a Declaration of Restrictions recorded January 5, 1973 at File/Page No. 73-004411 (hereafter referred to as the "Declaration"). The Declaration provides in Article III that the Declaration is to remain in effect until January 1, 1997. The Declaration contains no provision to allow the Declaration to be extended.
4. Civil Code Section 1357 provides that a Declaration that contains no provisions allowing it to be extended may be extended by the approval of owners having more than 50 percent of the votes in the Association or such larger percentage as may be specified in the Declaration. The Declaration contains no specific language setting a higher percentage.



5. This document is executed for the purpose of certifying that the Owners in the Association have voted to extend the Declaration pursuant to the provisions contained California Civil Code Sections 1357 until January 1, 2017.

6. I certify that there are currently 214 eligible voting owners in the Association, one for each of the 214 Lots in the Project. According to the requirements of Section 1357, the Declaration may be extended by the approval of more than 50 percent of the Owners.

7. I further certify that, as of the date this document is executed, the following is the total votes cast by the Owners:

YES	NO
122	10

8. Since the totals reflect approval by at least One Hundred Eight (108) affirmative votes of the Owners, I certify that the extension of the term of the Declaration until January 1, 2017, was approved.

On behalf of the Association, I declare under penalty of perjury under the laws of the State of California that the foregoing facts are true and correct. Executed on September 7, 1995 at Poway, California.

SILVER SADDLE RANCH HOMEOWNERS ASSOCIATION  
a California non-profit, mutual benefit corporation

By: /s/ Steve Riddle  
STEVE RIDDLE President, Board of Directors

STATE OF CALIFORNIA )  
                                  ) Ss.  
COUNTY OF SAN DIEGO )

On September 11, 1995, before me, before me, Anita R. Denny, Notary Public, personally appeared Steve Riddle, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

(SEAL)  
ANITA R. DENNY

Notary Public in and for said County and StaEach committee shall meet at such times, places, and frequency as may be directed by its chairman or by the Board of Directors.