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4041 MacArthur Boulevard, Fifth Floor
Post Office Box 2710
Newport Beach, California 92658-8995

The foregoing instrument is a full, true and correct copy
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File 89-529322
_____ of Official Records, San Diego County.

Ticor Title Insurance Company of California

A. Fisher

177125

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DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS AND RESERVATION OF EASEMENTS
FOR
BELSERA AT TIERRASANTA

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 DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
 AND RESERVATION OF EASEMENTS
 FOR
 BELSERA AT TIERRASANTA

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
AND RESERVATION OF EASEMENTS
FOR

BELSERA AT TIERRASANTA

THIS DECLARATION is made by TIERRASANTA L-L PARTNERSHIP,
a California general partnership ("Declarant").

P R E A M B L E:

A. Declarant is the owner of certain real property
("Phase 1") located in the City and County of San Diego,
State of California, described as follows:

Parcels 1 and 4 of Tierrasanta Norte V,
Unit No. 1, according to Parcel Map
thereof No. 15796 filed in the office of
the San Diego County Recorder on September
14, 1989.

B. It is the desire and intention of Declarant to
subdivide the Property (as hereinafter defined) to create
condominiums and to impose mutually beneficial restrictions
under a general plan of improvement for the benefit of all
the condominiums created pursuant to the Davis-Stirling
Common Interest Development Act.

C. Declarant hereby declares that all of the Property
is to be held, conveyed, hypothecated, encumbered, leased,
rented, used, occupied and improved subject to the
limitations, restrictions, reservations, rights, easements,
conditions and covenants contained in this Declaration, all
of which are declared and agreed to be in furtherance of a
plan for the protection, subdivision, maintenance,
improvement and sale of the Property for the purpose of
enhancing the value, desirability and attractiveness of the
Property. All provisions of this Declaration, including
without limitation the easements, uses, obligations,
covenants, conditions and restrictions hereof, are hereby
imposed as equitable servitudes upon the Property. All of
the limitations, restrictions, reservations, rights,
easements, conditions and covenants herein shall run with and
burden the Property and shall be binding on and for the
benefit of all of the Property and all Persons having or
acquiring any right, title or interest in the Property, or
any part thereof, and their successive owners and assigns.
The development plan of the Property shall be consistent with
the overall development plan, if any, submitted to the VA and
FHA.

D. Declarant intends to develop the Property in eight (8) Phases of Development. If completed as planned, the Property will consist of a total of three hundred sixty-four (364) Units housed in fifty-three (53) contemporary style multifamily residential buildings with wood and stucco exteriors. Phase 1 consists of six (6) residential buildings containing forty-four (44) Units, a swimming pool, a spa, a bathroom facility and a play area. Phase 2 is planned to consist of eight (8) residential buildings containing forty-four (44) Units with no recreational amenities. Phase 3 is planned to consist of ten (10) residential buildings containing seventy-two (72) Units with no recreational amenities. Phase 4 is planned to consist of six (6) residential buildings containing forty (40) Units with no recreational amenities. Phase 5 is planned to consist of five (5) residential buildings containing thirty-six (36) Units with no recreational amenities. Phase 6 is planned to consist of six (6) residential buildings containing forty-four (44) Units with no recreational amenities. Phase 7 is planned to consist of six (6) residential buildings containing forty (40) Units with no recreational amenities. Phase 8 is planned to consist of six (6) residential buildings containing forty-four (44) Units, a swimming pool, a spa, a bathroom facility and a play area. The maximum number of Units that may be added to Phase 1 pursuant to the provisions of Section 16.1 of this Declaration is three hundred and twenty (320).

E. Declarant, its successors, assigns and grantees, covenant and agree that the undivided interest in the Common Area, the membership in the Association, any easements conveyed therewith and the fee title to each respective Unit conveyed therewith shall not be separated or separately conveyed, and each such undivided interest, membership and easement shall be deemed to be conveyed or encumbered with its respective Unit even though the description in the instrument of conveyance or encumbrance may refer only to the Unit; provided, however, that this restriction upon the severability of the component interests of the Condominiums shall not extend beyond the period for which the right to partition the Property is suspended in accordance with Section 1359 of the California Civil Code and the provisions of Article X hereof. Any conveyance by an Owner of a Condominium, or any portion thereof, shall be presumed to convey the entire Condominium, together with a membership in the Association.

ARTICLE I

1. Definitions.

Unless otherwise expressly provided, the following words and phrases when used in this Declaration shall have the following specified meanings.

1.1. Annexable Territory.

Annexable Territory shall mean the real property described in Exhibit "D" attached hereto and incorporated herein by this reference, all or any portion of which may from time to time be made subject to this Declaration pursuant to Article XVI hereof.

1.2. Architectural Committee or Committee.

Architectural Committee or Committee shall mean the Architectural Review Committee created pursuant to Article IV hereof.

1.3. Articles.

Articles shall mean the Articles of Incorporation of the Association, filed or to be filed in the Office of the Secretary of State of the State of California, a true copy of which is attached hereto, marked Exhibit "A," as such Articles may be amended from time to time.

1.4. Assessment, Annual.

Annual Assessment shall mean a charge against a particular Owner and his Condominium, representing a portion of the Common Expenses which are to be paid by each Owner to the Association in the manner and proportions provided herein.

1.5. Assessment, Capital Improvement.

Capital Improvement Assessment shall mean a charge which the Board may from time to time levy against each Owner and his Condominium, representing a portion of the cost to the Association for installation or construction of any capital improvements on any of the Common Property. Such charge shall be levied among all of the Condominiums in the Project in the same proportions as are Annual Assessments.

1.6. Assessment, Reconstruction.

Reconstruction Assessment shall mean a charge which the Board may from time to time levy against a particular Owner and his Condominium, representing a portion of the cost to the Association for reconstruction of any capital improvements on any of the Common Property. Reconstruction Assessments shall be levied among all of the Condominiums in the Project in the same proportions as the relative interior square foot floor areas of the residential elements of the Units (as such areas are depicted in the Condominium Plan or Plans for the Project), expressed as percentages, and computed by dividing the interior square foot floor area of the residential element of each Unit by the total interior square foot areas of the residential elements of all Units in the Project.

1.7. Assessment, Special.

Special Assessment shall mean a charge against a particular Owner directly attributable to, or reimbursable by, the Owner, equal to the cost incurred by the Association for corrective action performed pursuant to the provisions of

this Declaration, or a reasonable fine or penalty assessed by the Board, plus interest and other charges on such Special Assessments as provided for in this Declaration. Special Assessments shall not include any late payment penalties, interest charges or costs (including attorneys' fees) incurred by the Association in the collection of Annual, Capital Improvement and Reconstruction Assessments.

1.8. Association.

Association shall mean BELSERA COMMUNITY ASSOCIATION, a California nonprofit corporation (formed pursuant to the Nonprofit Mutual Benefit Corporation Law of the State of California), as defined in Section 1351(a) of the California Civil Code, its successors and assigns.

1.9. Association Property.

Association Property shall mean all of the real and personal property and Improvements to which the Association shall hold fee title or over which the Association shall hold an easement for the common use and enjoyment of the Members as provided herein. The Association Property located in Phase 1 shall include Parcel 4 of said Parcel Map No. 15796.

1.10. Beneficiary.

Beneficiary shall mean a Mortgagee under a Mortgage or a Beneficiary under a Deed of Trust, as the case may be, and the assignees of such Mortgagee or Beneficiary.

1.11. Board or Board of Directors.

Board of Directors or Board shall mean the Board of Directors of the Association.

1.12. Budget.

Budget shall mean a written, itemized estimate of the income and Common Expenses of the Association in performing its functions under this Declaration, which Budget shall be prepared pursuant to the Bylaws.

1.13. Bylaws.

Bylaws shall mean the Bylaws of the Association as adopted by the Board initially in the form of Exhibit "B" attached hereto, as such Bylaws may be amended from time to time.

1.14. City.

City shall mean the incorporated municipal City of San Diego in the County of San Diego, and its various departments, divisions, employees and representatives.

1.15. Close of Escrow.

Close of Escrow shall mean the date on which a deed is Recorded conveying a Condominium to a consumer pursuant to a transaction requiring the issuance of a Final Subdivision Public Report by the DRE.

1.16. Common Area.

Common Area shall mean the entire Common Interest Development, except the Separate Interests therein and the Association Property. In addition, "Common Area" shall include, without limitation, for maintenance purposes of the Association, but not necessarily by way of fee title, all gas, water and waste pipes, all sewers, all ducts, chutes, conduits, wires and other utility installations of the Project Improvements wherever located (except the outlets thereof when located within the Units), the land upon which the Project Improvements are located and the airspace above the Project Improvements, all bearing walls, columns, unfinished floors, the roofs, soffits, vertical supports, horizontal supports, chimneys, foundation slabs, party walls, utility walls, foundations, private streets or driveways, walkways, common stairways, parking areas and landscaping on those areas of the Project which are not defined as a part of the Units.

1.17. Common Expenses.

Common Expenses shall mean those expenses for which the Association is responsible under this Declaration, including the actual and estimated costs of: maintenance, management, operation, repair and replacement of the Common Property; unpaid Special Assessments, Reconstruction Assessments and Capital Improvement Assessments; the cost of maintenance of the recreational facilities on the Common Property; the costs of any and all utilities metered to more than one Unit and other commonly metered charges for the Property; the costs of trash collection and removal (as applicable); the cost of maintenance of clustered mailboxes and address identification signs; the costs of management and administration of the Association including, but not limited to, compensation paid by the Association to managers, accountants, attorneys and other employees; the costs of all gardening, security and other services benefiting the Common Property; the costs of fire, casualty and liability insurance, workers' compensation insurance, errors and omissions and director, officer and agent liability insurance, and other insurance covering the Property and the directors, officers and agents of the Association; the costs of bonding of the members of the Board; taxes paid by the Association, including any blanket tax assessed against the Property; amounts paid by the Association for discharge of any lien or encumbrance levied against the Property, or portions thereof; and the costs of any other item or items incurred by the Association, for any reason whatsoever in connection with the Property, for the common benefit of the Owners.

1.18. Common Property.

Common Property shall mean the Common Area and the Association Property.

1.19. Condominium.

Condominium shall mean an estate in real property as defined in California Civil Code Section 1351(f), and shall consist of an undivided fee simple ownership interest in the Common Area in a Phase of Development, together with a separate ownership interest in fee in a Unit and all easements appurtenant thereto. Subject to the provisions of Section 11.4 hereof, the fractional undivided fee simple interest appurtenant to each Unit in Phase 1 shall be an undivided one forty-fourth (1/44) interest in the Common Area located in Parcel 1 of Phase 1 to be held by the Owners of Condominiums in Phase 1 as tenants in common.

1.20. Condominium Plan.

Condominium Plan shall mean the Recorded plan, as amended from time to time, for all or a portion of a Phase of Development, consisting of (1) a description or survey map of the Phase of Development or portion thereof, which shall refer to or show monumentation on the ground, (2) a three-dimensional description of the Phase of Development or portion thereof, one or more dimensions of which may extend for an indefinite distance upwards or downwards in sufficient detail to identify the Common Area and each Separate Interest, and (3) a certificate consenting to the recordation thereof signed and acknowledged by the record owner of fee title to the Phase of Development or portion thereof, and by either the trustee or the Beneficiary of each Recorded Deed of Trust, and the Mortgagee of each recorded Mortgage encumbering the Phase of Development or portion thereof.

1.21. Declarant.

Declarant shall mean TIERRASANTA L-L PARTNERSHIP, a California general partnership, its successors, and any Person to which it shall have assigned any of its rights hereunder by an express written assignment.

1.22. Declaration.

Declaration shall mean the within Declaration of Covenants, Conditions and Restrictions and Reservation of Easements, as it may be amended from time to time as provided herein.

1.23. Deed of Trust.

Deed of Trust shall mean a Mortgage or a Deed of Trust, as the case may be.

1.24. DRE.

DRE shall mean the California Department of Real Estate and any successors thereto.

1.25. Exclusive Use Common Area.

Exclusive Use Common Areas shall mean those portions of the Common Area and Association Property over which exclusive

easements are reserved for the benefit of certain Owners including without limitation for deck, patio, garage, stairway and carport purposes, and internal and external telephone wiring designed to serve a single Unit but located outside the boundaries of that Unit, in accordance with California Civil Code Section 1351(i).

1.26. Family.

Family shall mean one or more natural Persons each related to the other by blood, marriage or adoption, or one or more natural Persons not all so related, but who maintain a common household in a Residence.

1.27. FHA.

FHA shall mean the Federal Housing Administration of the United States Department of Housing and Urban Development and any department or agency of the United States government which succeeds to the FHA's function of insuring notes secured by Mortgages on residential real estate.

1.28. FHLMC.

FHLMC shall mean the Federal Home Loan Mortgage Corporation (also known as The Mortgage Corporation) created by Title II of the Emergency Home Finance Act of 1970, and any successors to such corporation.

1.29. Fiscal Year.

Fiscal Year shall mean the fiscal accounting and reporting period of the Association selected by the Board from time to time.

1.30. FNMA.

FNMA shall mean the Federal National Mortgage Association, a government-sponsored private corporation established pursuant to Title VIII of the Housing and Urban Development Act of 1968, and any successors to such corporation.

1.31. GNMA.

GNMA shall mean the Government National Mortgage Association administered by the United States Department of Housing and Urban Development, and any successor to such association.

1.32. Improvements.

Improvements shall mean all structures and appurtenances thereto of every type and kind, including but not limited to, buildings, walkways, sprinkler pipes, carports, swimming pools, roads, driveways, parking areas, fences, screening walls, block walls, retaining walls, awnings, stairs, decks, landscaping, hedges, windbreaks, the exterior surfaces of any visible structure and the paint on such surfaces, planted trees and shrubs, poles, signs, and water softener fixtures or equipment.

1.33. Maintenance Funds.

Maintenance Funds shall mean the accounts created for receipts and disbursements of the Association pursuant to Section 5.2 hereof.

1.34. Manager.

Manager shall mean the Person, employed by the Association, pursuant to and limited by this Declaration, and delegated the duties, power or functions of the Association as limited by this Declaration and the Bylaws.

1.35. Member, Membership.

Member shall mean every Person holding a membership in the Association, pursuant to Section 2.3 hereof. Membership shall mean the property voting and other rights and privileges of Members as provided herein, together with the correlative duties and obligations contained in the Restrictions.

1.36. Mortgage.

Mortgage shall mean any Recorded mortgage or deed of trust or other conveyance of a Condominium or other portion of the Property to secure the performance of an obligation, which conveyance will be reconveyed upon the completion of such performance. The term "Deed of Trust" or "Trust Deed" when used shall be synonymous with the term "Mortgage."

1.37. Mortgagee, Mortgagor.

Mortgagee shall mean a Person to whom a Mortgage is made and shall include the Beneficiary of a Deed of Trust; Mortgagor shall mean a Person who mortgages his or its property to another (i.e., the maker of a Mortgage), and shall include the Trustor of a Deed of Trust. The term "Trustor" shall be synonymous with the term "Mortgagor" and the term "Beneficiary" shall be synonymous with the term "Mortgagee."

1.38. Notice and Hearing.

Notice and Hearing shall mean written notice and a hearing before the Board, at which the Owner concerned shall have an opportunity to be heard in person, or by counsel at the Owner's expense, in the manner further provided in the Bylaws.

1.39. Notice of Addition.

Notice of Addition shall mean an instrument Recorded pursuant to Article XVI hereof to annex all or any portion of the Annexable Territory to the Property.

1.40. Owner.

Owner shall mean the record owner, whether one or more Persons, of a fee simple interest in a Condominium, including Declarant with respect to each Condominium owned by Declarant. The term "Owner" shall include a seller under an executory contract of sale but shall exclude Mortgagees.