Affordability Component:

2.1 **WAHP Affordability Component.** Sixty (60) percent of the total residential units built in the Project shall be for households with total household income levels at or below 120 percent of the Area Median Income within the County at the time of sale or lease, which shall be comprised of (i) fifty (50) percent of the total residential units built for the Project directed at households with a total household income between 80 percent and 120 percent of the Area Median Income for families of four (4) as published by the County at the time of sale or lease ("Affordable Homes"), and (ii) ten (10) percent of the total residential units built for the Project set aside for households with incomes at or below 60 percent of the Area Median Income as published by the County at the time of sale or lease ("Very Affordable Homes"). This Section 2.1 shall not be amended or modified, and is subject to the following conditions:

Workforce Housing Component:

2.2 **WAHP Workforce Housing Component.** With respect to the sale of forty (40) percent of the Affordable Homes, preference shall be given to those households having one or more members of the household working full-time in one or more of the following professions, or a profession substantially similar to the following: law enforcement officer, firefighter, public safety officer, emergency medical technician, military personnel, veteran, school teacher. Declarant will collaborate with stakeholder groups in implementing this preference. This Section 2.2 shall not be amended or modified.
DECLARATION OF WORKFORCE AFFORDABLE HOUSING COVENANT

This Declaration of Workforce Affordable Housing Covenant ("Declaration") is made and entered into by Newland Sierra, LLC, a Delaware limited liability company ("Declarant"), as owner of the Property (as hereinafter defined).

RECITALS

A. Declarant is the owner of that certain real property in the unincorporated County of San Diego, State of California, more particularly described in Exhibit "A" and depicted on Exhibit "B" attached hereto and made a part hereof (the "Property").

B. The Property is the site of the Newland Sierra Project, a mixed-used residential community that, once constructed, will consist of up to 2,135 residential units (the "Project").

C. The Project was unanimously approved by the County of San Diego’s Board of Supervisors on September 26, 2018, which included certification of the Project’s Environmental Impact Report and approval of the Project’s land use entitlements ("Project Approvals").

D. The County of San Diego ("County") is currently experiencing a housing crisis, such crisis consisting of, among other things, a shortage of housing types and lower-priced housing options for households of different sizes and income levels. Current projections show the County’s population rising by more than 750,000 by 2050, but housing units projected to rise by approximately 300,000, resulting in a continued housing shortage. The current housing crisis in the County is significantly affecting the workforce and its regional businesses. To address this resulting housing shortage, not only is more housing stock required, but such housing stock must be affordable so as to provide viable homeownership opportunities for households of varying income levels.

E. It is beneficial to have law enforcement officers, other first responders and public safety officers, military personnel, veterans, and school teachers residing in the locality for which they work, to ensure that they are closer to the areas and residents they serve, and to promote community involvement of such persons while off-duty. The continued presence of law enforcement officers, other first responders and public safety officers, military personnel, veterans,
and school teachers in neighborhoods provides models of public service to the neighborhoods, promotes and builds community rapport among such persons and other residents, and increases general civic engagement. Further, having law enforcement officers, other first responders and public safety officers, and military personnel living in a community benefits that community’s safety in the event of an emergency or natural disaster because such persons are already in close proximity to the community, decreasing emergency response time. Because of the current housing crisis and shortage, however, law enforcement officers, other first responders and public safety officers, military personnel, veterans, and school teachers are experiencing difficulty in locating affordable housing, in turn making it difficult for the County of San Diego, local school districts and educational institutions, and related agencies and entities to recruit and retain public safety professionals, military personnel, and school teachers to protect and serve the County’s residents.

F. Declarant desires to voluntarily make and enter into this Declaration, on behalf of itself and its successors and assigns in interest with respect to the Property, with the intent of helping to resolve critical housing affordability issues in the County, as further described herein.

DECLARATION

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, intending that the Property and all present and future owners and occupants of the Property be subjected to the terms, covenants, conditions, and restrictions set forth in this Declaration, and that the Property be maintained, kept, sold, and used in full compliance with and subject to this Declaration, Declarant on behalf of itself and its successors and assigns in interest with respect to the Property hereby establishes the following covenants, conditions, and restrictions.

1. Recitals. The Recitals set forth above are included herein by reference as part of this Declaration and said Recitals are essential facts to this Declaration.

2. Workforce Affordable Housing Program. Declarant, through this Declaration, hereby covenants to implement and carry out a Workforce Affordable Housing Program ("WAHP") that applies to the initial purchase and sale and/or initial lease or rental of residential units within the Property, subject to the conditions or restrictions of such WAHP as otherwise described in this Declaration.

2.1 WAHP Affordability Component. Sixty (60) percent of the total residential units built in the Project shall be for households with total household income levels at or below 120 percent of the Area Median Income within the County at the time of sale or lease, which shall be comprised of (i) fifty (50) percent of the total residential units built for the Project directed at households with a total household income between 80 percent and 120 percent of the Area Median Income for families of four (4) as published by the County at the time of sale or lease ("Affordable Homes"), and (ii) ten (10) percent of the total residential units built for the Project set aside for households with incomes at or below 60 percent of the Area Median Income as published by the County at the time of sale or lease ("Very Affordable Homes"). This Section 2.1 shall not be amended or modified, and is subject to the following conditions:
2.1.1 The following categories of homes shall be allowed under the WAHP: (i) for-sale units; (ii) rental units; and (iii) any units supported by state, local, and/or private affordable housing programs.

2.1.2 To the extent the calculation of the percentage of total homes to determine the number of Affordable Homes or Very Affordable Homes does not result in a whole number, such result shall be rounded up to the next whole number to determine the number of total homes required as Affordable Homes or Very Affordable Homes.

2.1.3 To the extent that state, local, and/or private affordable housing programs are used which impose more restrictive affordability periods and/or other more restrictive income limits, those program requirements shall apply only to those units constructed using funds obtained through those programs.

2.1.4 To the extent that state, local, or federal regulations or future permitting requirements reduce the total number of residential units to be built in the Project, the percentages outlined in Section 2.1 above shall apply to the reduced number of residential units to be built in the Project.

2.2 **WAHP Workforce Housing Component.** With respect to the sale of forty (40) percent of the Affordable Homes, preference shall be given to those households having one or more members of the household working full-time in one or more of the following professions, or a profession substantially similar to the following: law enforcement officer, firefighter, public safety officer, emergency medical technician, military personnel, veteran, school teacher. Declarant will collaborate with stakeholder groups in implementing this preference.

2.3 **Other Funding Mechanisms.** Declarant, and its successors and assigns, shall have the right under this covenant to develop, utilize, or implement financing mechanisms, private or public funding sources, down payment assistance, rental assistance, equity sharing agreements, or other housing assistance sources and mechanisms to ensure the WAHP is implemented as outlined herein.

2.4 **Voluntary Declaration.** This Declaration, including its specific terms related to the WAHP, is made by Declarant voluntarily, not as a condition of approval for the Project or any of the Project Approvals, and not related or subject to any other agreement with the County of San Diego or any other agency, entity, or person. This Declaration is in addition to any and all affordable housing components that are currently described within the Project Approvals, including but not limited to Declarant’s proposed contribution to the County to advance the County’s affordable housing programs.

2.5 **Federal, State, or Local Affordability Restrictions.** In the event the Property is encumbered by another federal, state, or local affordability restriction that would conflict or cause non-compliance with the WAHP or any other term of this Declaration, then the requirements of this Declaration shall control. Nothing set forth in the WAHP shall preclude the use of any affordable housing assistance from any sources, private, public, or non-profit, for satisfying the terms of the WAHP.
3. **Covenants Run with the Land.** Subject to the Events of Termination described herein, Declarant intends, declares, and covenants, on behalf of itself and all future owners and operators of the Property during the term of this Declaration, that this Declaration and the covenants and restrictions set forth in this Declaration and exhibits hereto regulating and restricting the use, occupancy, and transfer of the Property and the Project (i) shall be and are covenants running with the Property, encumbering the Property for the term of this Declaration, binding upon the Declarant’s successors in title and all subsequent owners and operators of the Property; (ii) are not merely personal covenants of the Declarant; and (iii) shall bind Declarant and its respective successors and assigns during the term of this Declaration. Further, Declarant shall ensure that any future transfer of interest in the Property is made subject to the terms of this Declaration, such that any future successor in title or owner or operator of the Property shall be bound by the terms herein. This Section 3, however, shall not apply to any future dedication or grant of easement or right-of-way on, over, or under the Property to any public entity or the general public, and shall not apply to any future grant of easement to any public or private entity for the construction, installation, maintenance, repair, or replacement of utilities on the Property.

4. **Term of Declaration.** This Declaration shall commence and take effect on the date of its recordation (“**Effective Date**”), subject, however, to any of the following events (“**Events of Termination**”) that will result in rendering the Declaration null and void in its entirety, automatically terminating all rights and obligations of the Declaration, without requiring any further action, should any one of the following Events of Termination occur: (i) ten (10) years having passed since the Effective Date; (ii) the WAHP Affordability Component as outlined in Section 2.1 above having been fully implemented; (iii) any of the Project Approvals, or the Project itself, being deemed by any court to be invalid, illegal, or deficient as to compliance with any law or regulation; (iv) any of the Project Approvals, or the Project itself, prevented from moving forward by any ballot measure voted on by the voters; or (v) any other occurrence that prevents any of the Project Approvals, or the Project itself, from moving forward in the manner approved by the Board of Supervisors of the County of San Diego’s September 26, 2018 approval of the Project and Project Approvals.

5. **Miscellaneous**

   5.1 **Successors and Assigns.** This Declaration shall be binding upon and shall inure to the benefit of Declarant and its heirs, executors, administrators, successors, and assigns.

   5.2 **Amendment.** This Declaration may not be amended or modified, except in a writing signed by the Declarant (or its duly authorized representative), which executed amendment shall be effective only upon the recording thereof with the County Recorder of the County of San Diego.

   5.3 **No Public Declaration.** Nothing herein contained shall be deemed to create a gift or dedication of the Property to the general public.

   5.4 **Governing Law.** This Declaration and all rights and obligations arising out of it shall be construed and governed by, and determined in accordance with, the laws of the State of California and, where applicable, the laws of the United States of America. Any litigation arising out of this Declaration shall be conducted only in San Diego County, California.
5.5 **Survival.** If any clause, sentence, or other portion of this Declaration shall become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, such portions shall be severed from this Declaration and the remaining portions hereof shall remain in full force and effect.

5.6 **Headings.** Paragraph and section headings are for reference purposes only and shall not be used for interpreting the meaning of any provisions of this Declaration.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be signed by its duly authorized representative, as of the date written below.

Dated: 12/3/19, 2019  

NEWLAND SIERRA, LLC, a Delaware limited liability company

By: [Signature]  
Name: Rita Brandlin  
Title: President
ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF San Diego

On December 3, 2019, before me, C. McGehee, a Notary Public, personally appeared Rita Brandin, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: C. McGehee (Seal)
EXHIBIT "A"

Legal Description of Property
EXHIBIT "A"
LEGAL DESCRIPTION

COVENANT AREA 1

BEING A PARCEL OF LAND IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, WITHIN SECTION 13 OF TOWNSHIP 11 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO OFFICIAL PLATS THEREOF, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 13; THENCE NORTH 56°58'21" WEST, A DISTANCE OF 1,650.36 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 22°33'24" WEST, A DISTANCE OF 64.36 FEET;
THENCE SOUTH 40°33'48" WEST, A DISTANCE OF 61.26 FEET;
THENCE SOUTH 62°59'38" WEST, A DISTANCE OF 62.97 FEET;
THENCE SOUTH 80°55'33" EAST, A DISTANCE OF 229.13 FEET;
THENCE SOUTH 73°51'10" WEST, A DISTANCE OF 187.50 FEET;
THENCE SOUTH 60°40'49" WEST, A DISTANCE OF 66.42 FEET;
THENCE NORTH 68°07'10" WEST, A DISTANCE OF 26.80 FEET;
THENCE SOUTH 81°15'42" WEST, A DISTANCE OF 456.48 FEET;
THENCE NORTH 05°28'22" WEST, A DISTANCE OF 50.69 FEET;
THENCE SOUTH 80°14'41" WEST, A DISTANCE OF 152.06 FEET;
THENCE SOUTH 00°51'07" WEST, A DISTANCE OF 54.17 FEET;
THENCE SOUTH 88°30'22" EAST, A DISTANCE OF 155.50 FEET;
THENCE SOUTH 01°37'39" WEST, A DISTANCE OF 273.05 FEET;
THENCE NORTH 77°59'33" WEST, A DISTANCE OF 239.40 FEET;
THENCE NORTH 88°04'41" WEST, A DISTANCE OF 574.61 FEET;
THENCE NORTH 31°46'35" WEST, A DISTANCE OF 25.97 FEET;
THENCE NORTH 23°27'52" EAST, A DISTANCE OF 209.96 FEET;
THENCE NORTH 07°32'01" EAST, A DISTANCE OF 128.39 FEET;
THENCE NORTH 08°53'56" WEST, A DISTANCE OF 188.80 FEET;
THENCE NORTH 03°13'18" EAST, A DISTANCE OF 89.85 FEET;
EXHIBIT "A"
LEGAL DESCRIPTION
THENCE NORTH 53°41'29" EAST, A DISTANCE OF 23.67 FEET;
THENCE SOUTH 85°24'50" EAST, A DISTANCE OF 168.30 FEET;
THENCE NORTH 82°42'18" EAST, A DISTANCE OF 136.89 FEET;
THENCE NORTH 69°21'46" EAST, A DISTANCE OF 154.91 FEET;
THENCE NORTH 54°31'29" EAST, A DISTANCE OF 84.05 FEET;
THENCE NORTH 47°25'18" EAST, A DISTANCE OF 113.53 FEET;
THENCE NORTH 43°14'27" EAST, A DISTANCE OF 146.67 FEET;
THENCE NORTH 60°00'42" EAST, A DISTANCE OF 91.99 FEET;
THENCE NORTH 77°54'47" EAST, A DISTANCE OF 64.26 FEET
THENCE NORTH 83°59'42" EAST, A DISTANCE OF 203.66 FEET;
THENCE NORTH 76°17'49" EAST, A DISTANCE OF 109.45 FEET;
THENCE NORTH 64°58'13" EAST, A DISTANCE OF 141.80 FEET;
THENCE NORTH 59°20'35" EAST, A DISTANCE OF 133.06 FEET;
THENCE NORTH 41°13'55" EAST, A DISTANCE OF 152.49 FEET;
THENCE NORTH 44°41'02" EAST, A DISTANCE OF 67.82 FEET;
THENCE NORTH 68°12'42" EAST, A DISTANCE OF 63.45 FEET;
THENCE NORTH 88°05'32" EAST, A DISTANCE OF 117.89 FEET;
THENCE SOUTH 73°18'40" EAST, A DISTANCE OF 46.86 FEET;
THENCE SOUTH 56°06'21" EAST, A DISTANCE OF 160.87 FEET;
THENCE SOUTH 08°08'08" EAST, A DISTANCE OF 23.79 FEET;
THENCE SOUTH 17°30'13" WEST, A DISTANCE OF 307.77 FEET;
THENCE SOUTH 04°00'22" WEST, A DISTANCE OF 136.32 FEET;
THENCE SOUTH 01°04'07" WEST, A DISTANCE OF 239.76 FEET TO THE TRUE POINT OF BEGINNING.
CONTAINING 32.326 ACRES MORE OR LESS
EXHIBIT “A”

LEGAL DESCRIPTION

COVENANT AREA 2

BEING A PARCEL OF LAND IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, WITHIN SECTION 24 OF TOWNSHIP 11 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO OFFICIAL PLATS THEREOF, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF NORTHWEST 1/4 OF SOUTHWEST 1/4 OF SAID SECTION 24; THENCE SOUTH 48°27'25" EAST, A DISTANCE OF 679.88 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 51°18'12" EAST, A DISTANCE OF 256.82 FEET;
THENCE NORTH 27°00'50" EAST, A DISTANCE OF 154.28 FEET;
THENCE NORTH 01°35'00" WEST, A DISTANCE OF 287.85 FEET;
THENCE NORTH 05°17'37" EAST, A DISTANCE OF 172.42 FEET;
THENCE NORTH 57°39'02" EAST, A DISTANCE OF 133.69 FEET;
THENCE NORTH 47°16'15" EAST, A DISTANCE OF 225.66 FEET;
THENCE NORTH 33°27'52" EAST, A DISTANCE OF 207.71 FEET;
THENCE NORTH 48°38'26" EAST, A DISTANCE OF 89.01 FEET;
THENCE NORTH 72°09'39" EAST, A DISTANCE OF 197.19 FEET;
THENCE NORTH 87°55'53" EAST, A DISTANCE OF 132.12 FEET;
THENCE SOUTH 79°56'15" EAST, A DISTANCE OF 172.87 FEET;
THENCE SOUTH 62°22'11" EAST, A DISTANCE OF 113.12 FEET;
THENCE SOUTH 20°31'16" EAST, A DISTANCE OF 209.27 FEET;
THENCE SOUTH 04°52'56" EAST, A DISTANCE OF 564.82 FEET;
THENCE SOUTH 07°17'20" WEST, A DISTANCE OF 133.24 FEET;
THENCE SOUTH 10°32'29" WEST, A DISTANCE OF 31.10 FEET;
THENCE SOUTH 20°45'20" WEST, A DISTANCE OF 251.45 FEET;
THENCE SOUTH 37°06'40" WEST, A DISTANCE OF 48.82 FEET;
THENCE NORTH 62°34'31" WEST, A DISTANCE OF 429.05 FEET;
THENCE NORTH 02°55'21" WEST, A DISTANCE OF 36.26 FEET;
THENCE NORTH 21°23'51" WEST, A DISTANCE OF 40.65 FEET;
EXHIBIT “A”

LEGAL DESCRIPTION

THENCE NORTH 44°14'03" WEST, A DISTANCE OF 38.16 FEET;
THENCE NORTH 62°08'21" WEST, A DISTANCE OF 371.09 FEET;
THENCE SOUTH 66°51'23" WEST, A DISTANCE OF 31.76 FEET;
THENCE SOUTH 02°30'17" WEST, A DISTANCE OF 213.60 FEET;
THENCE SOUTH 62°38'17" EAST, A DISTANCE OF 315.77 FEET;
THENCE NORTH 84°41'48" EAST, A DISTANCE OF 64.28 FEET;
THENCE NORTH 50°07'45" EAST, A DISTANCE OF 63.90 FEET;
THENCE SOUTH 62°21'07" EAST, A DISTANCE OF 411.90 FEET;
THENCE SOUTH 39°55'31" WEST, A DISTANCE OF 261.44 FEET;
THENCE NORTH 68°12'42" WEST, A DISTANCE OF 25.70 FEET;
THENCE SOUTH 35°49'04" WEST, A DISTANCE OF 323.48 FEET;
THENCE SOUTH 61°24'20" WEST, A DISTANCE OF 79.72 FEET;
THENCE SOUTH 46°23'22" WEST, A DISTANCE OF 235.08 FEET;
THENCE NORTH 86°32'03" WEST, A DISTANCE OF 105.18 FEET;
THENCE NORTH 67°38'00" WEST, A DISTANCE OF 233.94 FEET;
THENCE NORTH 13°30'16" WEST, A DISTANCE OF 40.87 FEET;
THENCE NORTH 07°21'26" EAST, A DISTANCE OF 99.38 FEET;
THENCE NORTH 30°05'06" EAST, A DISTANCE OF 123.72 FEET;
THENCE NORTH 43°58'39" WEST, A DISTANCE OF 123.71 FEET;
THENCE NORTH 09°28'07" WEST, A DISTANCE OF 67.69 FEET;
THENCE SOUTH 87°38'54" WEST, A DISTANCE OF 232.45 FEET;
THENCE NORTH 59°26'15" WEST, A DISTANCE OF 81.29 FEET;

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 166.92 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 39.382 ACRES MORE OR LESS
EXHIBIT “A”
LEGAL DESCRIPTION

COVENANT AREA 3

BEING A PARCEL OF LAND IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, WITHIN SECTION 24 OF TOWNSHIP 11 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO OFFICIAL PLATS THEREOF, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF NORTHWEST 1/4 OF SOUTHWEST 1/4 OF SAID SECTION 24; THENCE SOUTH 84°49'15" EAST, A DISTANCE OF 2,005.73 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 45°28'26" EAST, A DISTANCE OF 275.67 FEET;
THENCE SOUTH 72°32'59" EAST, A DISTANCE OF 345.52 FEET;
THENCE NORTH 81°23'57" EAST, A DISTANCE OF 289.55 FEET;
THENCE NORTH 44°11'19" EAST, A DISTANCE OF 150.97 FEET;
THENCE NORTH 75°44'41" EAST, A DISTANCE OF 94.20 FEET;
THENCE SOUTH 71°07'32" EAST, A DISTANCE OF 62.15 FEET;
THENCE SOUTH 27°45'18" EAST, A DISTANCE OF 69.23 FEET;
THENCE SOUTH 02°02'00" EAST, A DISTANCE OF 532.88 FEET;
THENCE SOUTH 17°18'00" WEST, A DISTANCE OF 151.83 FEET;
THENCE SOUTH 60°40'52" WEST, A DISTANCE OF 133.32 FEET;
THENCE SOUTH 86°13'11" WEST, A DISTANCE OF 116.50 FEET;
THENCE NORTH 61°12'48" WEST, A DISTANCE OF 297.05 FEET;
THENCE NORTH 72°29'24" WEST, A DISTANCE OF 678.37 FEET;
THENCE SOUTH 41°06'22" WEST, A DISTANCE OF 345.38 FEET;
THENCE SOUTH 30°27'03" WEST, A DISTANCE OF 143.02 FEET;
THENCE NORTH 47°28'38" WEST, A DISTANCE OF 232.26 FEET;
THENCE NORTH 41°41'00" EAST, A DISTANCE OF 636.99 FEET;
THENCE SOUTH 72°17'07" EAST, A DISTANCE OF 54.82 FEET;
THENCE SOUTH 54°30'30" EAST, A DISTANCE OF 68.67 FEET;
THENCE SOUTH 72°13'56" EAST, A DISTANCE OF 734.02 FEET;
THENCE SOUTH 57°19'10" EAST, A DISTANCE OF 188.93 FEET;
EXHIBIT "A"
LEGAL DESCRIPTION
THENCE NORTH 71°18'23" EAST, A DISTANCE OF 68.78 FEET;
THENCE NORTH 00°07'49" WEST, A DISTANCE OF 114.32 FEET;
THENCE NORTH 89°13'20" EAST, A DISTANCE OF 73.77 FEET;
THENCE NORTH 00°52'13" WEST, A DISTANCE OF 208.07 FEET;
THENCE SOUTH 65°05'10" WEST, A DISTANCE OF 125.86 FEET;
THENCE SOUTH 73°56'29" WEST, A DISTANCE OF 153.91 FEET;
THENCE NORTH 89°32'28" WEST, A DISTANCE OF 237.98 FEET;
THENCE SOUTH 79°32'49" WEST, A DISTANCE OF 33.21 FEET;
THENCE NORTH 71°27'28" WEST, A DISTANCE OF 590.11 FEET;
THENCE NORTH 18°39'30" EAST, A DISTANCE OF 323.93 FEET TO THE TRUE POINT OF BEGINNING.
CONTAINING 15.965 ACRES MORE OR LESS

COVENANT AREA 4
BEING A PARCEL OF LAND IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, WITHIN SECTIONS 13, 19 AND 24 OF TOWNSHIP 11 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO OFFICIAL PLATS THEREOF, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 24; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID SECTION 24; SOUTH 00°23'05" EAST, A DISTANCE OF 1359.42 FEET TO THE TRUE POINT OF BEGINNING;
THENCE LEAVING SAID LINE, SOUTH 43°13'41" EAST, A DISTANCE OF 117.07 FEET;
THENCE SOUTH 54°40'32" EAST, A DISTANCE OF 54.32 FEET;
THENCE SOUTH 60°48'07" EAST, A DISTANCE OF 58.24 FEET;
THENCE SOUTH 62°55'55" EAST, A DISTANCE OF 93.08 FEET;
THENCE SOUTH 87°19'37" EAST, A DISTANCE OF 50.27 FEET;
THENCE NORTH 02°05'09" EAST, A DISTANCE OF 125.27 FEET;
THENCE SOUTH 87°56'36" EAST, A DISTANCE OF 96.18 FEET;
THENCE NORTH 02°17'24" EAST, A DISTANCE OF 188.70 FEET;
EXHIBIT "A"
LEGAL DESCRIPTION
THENCE SOUTH 87°42'36" EAST, A DISTANCE OF 90.00 FEET;
THENCE SOUTH 64°09'45" EAST, A DISTANCE OF 61.09 FEET;
THENCE SOUTH 87°42'36" EAST, A DISTANCE OF 90.00 FEET;
THENCE SOUTH 02°27'35" EAST, A DISTANCE OF 44.48 FEET;
THENCE SOUTH 03°01'25" WEST, A DISTANCE OF 341.71 FEET;
THENCE SOUTH 33°42'28" WEST, A DISTANCE OF 20.24 FEET;
THENCE SOUTH 75°06'46" WEST, A DISTANCE OF 30.35 FEET;
THENCE NORTH 88°29'30" WEST, A DISTANCE OF 324.64 FEET;
THENCE NORTH 70°50'36" WEST, A DISTANCE OF 59.72 FEET;
THENCE NORTH 62°50'56" WEST, A DISTANCE OF 274.59 FEET;
THENCE NORTH 51°54'57" WEST, A DISTANCE OF 113.33 FEET;
THENCE NORTH 41°32'25" WEST, A DISTANCE OF 195.59 FEET;
THENCE NORTH 60°14'23" WEST, A DISTANCE OF 286.84 FEET;
THENCE NORTH 70°19'39" WEST, A DISTANCE OF 148.93 FEET;
THENCE NORTH 78°28'04" WEST, A DISTANCE OF 328.05 FEET;
THENCE NORTH 62°13'14" WEST, A DISTANCE OF 187.15 FEET;
THENCE NORTH 46°20'25" WEST, A DISTANCE OF 136.98 FEET;
THENCE NORTH 35°17'26" WEST, A DISTANCE OF 96.65 FEET;
THENCE NORTH 25°19'30" WEST, A DISTANCE OF 94.48 FEET;
THENCE NORTH 16°00'55" WEST, A DISTANCE OF 342.99 FEET;
THENCE NORTH 00°28'28" WEST, A DISTANCE OF 73.58 FEET;
THENCE NORTH 25°37'02" WEST, A DISTANCE OF 72.56 FEET;
THENCE NORTH 45°01'09" EAST, A DISTANCE OF 41.33 FEET;
THENCE NORTH 90°00'00" EAST, A DISTANCE OF 17.80 FEET;
THENCE SOUTH 56°01'18" EAST, A DISTANCE OF 392.64 FEET;
THENCE SOUTH 57°31'21" EAST, A DISTANCE OF 85.86 FEET;
THENCE SOUTH 71°00'21" EAST, A DISTANCE OF 61.93 FEET;
EXHIBIT “A”
LEGAL DESCRIPTION

THENCE SOUTH 85°43’24” EAST, A DISTANCE OF 95.92 FEET;
THENCE NORTH 86°14’18” EAST, A DISTANCE OF 49.56 FEET;
THENCE SOUTH 67°50’49” EAST, A DISTANCE OF 56.91 FEET;
THENCE SOUTH 49°41’08” EAST, A DISTANCE OF 45.23 FEET;
THENCE SOUTH 34°49’11” EAST, A DISTANCE OF 176.62 FEET;
THENCE SOUTH 46°53’04” EAST, A DISTANCE OF 56.40 FEET;
THENCE SOUTH 59°33’44” EAST, A DISTANCE OF 423.85 FEET;
THENCE SOUTH 34°22’02” WEST, A DISTANCE OF 245.73 FEET;
THENCE SOUTH 55°37’58” EAST, A DISTANCE OF 91.45 FEET;
THENCE SOUTH 28°13’22” EAST, A DISTANCE OF 61.96 FEET;
THENCE SOUTH 43°13’41” EAST, A DISTANCE OF 62.84 FEET TO THE TRUE POINT OF BEGINNING.
CONTAINING 19.318 ACRES MORE OR LESS

COVENANT AREA 5

BEING A PARCEL OF LAND IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, WITHIN
SECTION 19 OF TOWNSHIP 11 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN,
ACCORDING TO OFFICIAL PLATS THEREOF, SAID PARCEL OF LAND BEING MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 7, OF SAID SECTION 19; THENCE ALONG THE
WESTERLY LINE OF SAID LOT 7, SOUTH 02°56’00" EAST, A DISTANCE OF 565.87 FEET TO THE TRUE
POINT OF BEGINNING;

THENCE LEAVING SAID LINE, SOUTH 18°08’15” EAST, A DISTANCE OF 89.29 FEET;
THENCE SOUTH 69°06’34” WEST, A DISTANCE OF 161.31 FEET;
THENCE NORTH 80°22’30” WEST, A DISTANCE OF 247.47 FEET;
THENCE NORTH 25°42’22” WEST, A DISTANCE OF 151.70 FEET;
THENCE NORTH 43°07’08” WEST, A DISTANCE OF 110.33 FEET;
THENCE NORTH 29°26’30” WEST, A DISTANCE OF 121.84 FEET;
THENCE NORTH 11°15’29” EAST, A DISTANCE OF 281.38 FEET;
THENCE SOUTH 70°06’55” WEST, A DISTANCE OF 37.29 FEET;
EXHIBIT "A"
LEGAL DESCRIPTION

THENCE SOUTH 12°55'50" WEST, A DISTANCE OF 310.66 FEET;
THENCE NORTH 84°11'18" WEST, A DISTANCE OF 142.39 FEET;
THENCE NORTH 74°35'15" WEST, A DISTANCE OF 197.28 FEET;
THENCE NORTH 58°59'05" WEST, A DISTANCE OF 188.24 FEET;
THENCE SOUTH 42°55'45" WEST, A DISTANCE OF 86.14 FEET;
THENCE SOUTH 88°08'30" WEST, A DISTANCE OF 322.19 FEET
THENCE NORTH 31°51'58" WEST, A DISTANCE OF 324.79 FEET;
THENCE NORTH 24°24'29" WEST, A DISTANCE OF 197.35 FEET;
THENCE NORTH 00°55'29" WEST, A DISTANCE OF 129.58 FEET;
THENCE NORTH 34°46'59" EAST, A DISTANCE OF 216.27 FEET;
THENCE NORTH 74°32'55" EAST, A DISTANCE OF 305.90 FEET;
THENCE NORTH 49°50'01" EAST, A DISTANCE OF 352.34 FEET;
THENCE NORTH 54°47'01" EAST, A DISTANCE OF 168.16 FEET;
THENCE SOUTH 25°13'12" EAST, A DISTANCE OF 88.64 FEET;
THENCE SOUTH 29°51'58" EAST, A DISTANCE OF 181.48 FEET;
THENCE SOUTH 36°07'15" EAST, A DISTANCE OF 113.58 FEET;
THENCE SOUTH 45°44'40" EAST, A DISTANCE OF 599.72 FEET;
THENCE SOUTH 41°38'03" EAST, A DISTANCE OF 166.53 FEET;
THENCE SOUTH 18°08'15" EAST, A DISTANCE OF 599.10 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 31.582 MORE OR LESS

COVENANT AREA 6

BEING A PARCEL OF LAND IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, WITHIN SECTION 19 OF TOWNSHIP 11 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO OFFICIAL PLATS THEREOF, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
EXHIBIT “A”
LEGAL DESCRIPTION

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 7; THENCE ALONG THE WESTERLY LINE OF SAID SECTION, SOUTH 24°57'45" EAST, A DISTANCE OF 424.73 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 64°39'43" EAST, A DISTANCE OF 633.82 FEET;

THENCE SOUTH 25°26'00" EAST, A DISTANCE OF 483.80 FEET;

THENCE SOUTH 62°54'03" WEST, A DISTANCE OF 549.95 FEET;

THENCE NORTH 42°08'27" WEST, A DISTANCE OF 291.82 FEET;

THENCE NORTH 25°29'14" WEST, A DISTANCE OF 221.34 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 6.908 ACRES MORE OR LESS

SUBJECT TO ALL EASEMENTS, COVENANTS AND AGREEMENTS OF RECORD.

ALL AS SHOWN ON EXHIBIT “B”, ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

DATED THIS 2nd DAY OF DECEMBER, 2019.

JUSTIN S. PALLAMARY, P.L.S. 8392
EXHIBIT "B"

Depiction of Property
EXHIBIT 'B'

**LEGEND**
- Indicates page number
- Indicates covenant area
- Tie-line
- CA: Covenant area
- A.P.N.: Assessors parcel number
- P.O.B.: Point of beginning
- T.P.O.B.: True point of beginning
- Section

Reference that certain record of survey, no. 23447, recorded November 26, 2019, as filed as the county recorder of San Diego County.

Covenant Area 1:
- Containing 1,408,107.8 sf.,
- 32.326 acres (see page 3)

Covenant Area 2:
- Containing 1,715,619.7 sf.,
- 39.385 acres (see page 5)

Covenant Area 3:
- Containing 696,400.5 sf.,
- 15.987 acres (see page 7)

Covenant Area 4:
- Containing 841,499.6 sf.,
- 19.318 acres (see page 9)

Covenant Area 5:
- Containing 1,375,703.0 sf.,
- 31.581 acres (see page 11)

Covenant Area 6:
- Containing 300,911.3 sf.,
- 6.908 acres (see page 13)

Date: 12/02/19

COVENANT AREA(S)

NEWLAND SIERRA

Drawn By: FUSCOE ENG.
EXHIBIT 'B'

REFERENCE THAT CERTAIN RECORD OF SURVEY, NO. 23447, RECORDER NOVEMBER 26, 2019, AS FILED AS THE COUNTY RECORDER OF SAN DIEGO COUNTY

COVENANT AREA 2

DETAIL

Date: 12/02/19

Drawn By: FUSCOE ENG.

Doc. No.
REFERENCE THAT CERTAIN RECORD OF SURVEY, NO. 23447, RECORDED NOVEMBER 26, 2019, AS FILED AS THE COUNTY RECORDER OF SAN DIEGO COUNTY

COVENANT AREA 5
TIE-LINE

Date: 12/02/19

Drawn By: FUSCONE ENG.
Doc. No.
REFERENCE THAT CERTAIN
RECORD OF SURVEY,
NO. 23447, RECORDED
NOVEMBER 26, 2019, AS
FILED AS THE COUNTY
RECORER OF SAN DIEGO
COUNTY.

Date: 12/02/19

COVENANT AREA 3
DETAIL

Drawn By: FUSCOE ENG.
Doc. No.
REFERENCE THAT CERTAIN RECORD OF SURVEY, NO. 23447, RECORDED NOVEMBER 26, 2019, AS FILED AS THE COUNTY RECORDER OF SAN DIEGO COUNTY

DATE: 12/02/19

COVENANT AREA 4 TIE-LINE

SCALE: 1" = 800'

Drawn By: FUSCOE ENG.
REFERENCE THAT CERTAIN RECORD OF SURVEY, NO. 23447, RECORDED NOVEMBER 26, 2019, AS FILED AS THE COUNTY RECORDER OF SAN DIEGO COUNTY.