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OF ORANGE COUNTY, CALIFORNIA

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J. WYLIE CARLYLE, County Recorder

DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

TRACT NO. 8207  
CITY OF PLACENTIA  
ORANGE COUNTY, CALIFORNIA

**NOT FOR USE IN  
REAL ESTATE TRANSACTIONS**

I N D E X

	<u>Description</u>	<u>Page</u>
ARTICLE I	DEFINITIONS .. .. .	2
Section 1	"Association" .. .. .	2
Section 2	"Property" or "Properties" .. .. .	2
Section 3	"Lot" .. .. .	3
Section 4	"Common Area" .. .. .	3
Section 5	"Member" .. .. .	3
Section 6	"Owner" .. .. .	3
Section 7	"Declarant" .. .. .	3
Section 8	"Deed of Trust" .. .. .	3
Section 9	"Conveyance" .. .. .	3
Section 10	"Restrictions" .. .. .	3
ARTICLE II	MEMBERSHIP .. .. .	4
Section 1	Membership .. .. .	4
Section 2	Transfer .. .. .	4
Section 3	Voting Rights .. .. .	4
ARTICLE III	PROPERTY RIGHTS IN THE COMMON AREAS .. .. .	5
Section 1	Members' Easements of Enjoyment. .. .. .	5
Section 2	Delegation of Use .. .. .	7
Section 3	Waiver of Use .. .. .	7
Section 4	Title to the Common Areas .. .. .	7
Section 5	Owners' Easement of Enjoyment - Additional Property .. .. .	8
ARTICLE IV	COVENANTS FOR MAINTENANCE ASSESSMENTS .. .. .	8
Section 1	Creation of the Lien and Personal Obligation to Assessments .. .. .	8
Section 2	Purpose of Assessments .. .. .	9
Section 3	Regular Assessments .. .. .	9
Section 4	Special Assessments for Capital Improvements .. .. .	9
Section 5	Uniform Rate of Assessment .. .. .	10

	<u>Description</u>	<u>Page</u>
Section 6	Date of Commencement of Regular Assessments and Fixing Thereof: .. .. .	10
Section 7	Certificate of Payment .. .. .	10
Section 8	Exempt Property .. .. .	10
ARTICLE V	NON-PAYMENT OF ASSESSMENTS .. .. .	11
Section 1	Delinquency .. .. .	11
Section 2	Notice of Lien .. .. .	11
Section 3	Foreclosure Sale .. .. .	11
Section 4	Curing of Default .. .. .	12
Section 5	Cumulative Remedies .. .. .	12
Section 6	Subordination of Assessment Liens .. .. .	12
ARTICLE VI	ARCHITECTURAL CONTROL .. .. .	13
Section 1	Architectural Approval .. .. .	13
Section 2	Appointment of Architectural Committee .. .. .	13
Section 3	General Provisions .. .. .	14
Section 4	No Liability .. .. .	14
ARTICLE VII	DUTIES AND POWERS OF THE ASSOCIATION .. .. .	14
Section 1	Duties and Powers .. .. .	14
Section 2	Access Easements .. .. .	17
Section 3	Commencement of Association's Management Responsibility .. .. .	17
ARTICLE VIII	EASEMENTS .. .. .	17
Section 1	Establishment of Utility and Drainage Easements .. .. .	17
Section 2	Reservation of Utility and Drainage Easements .. .. .	18
Section 3	Encroachment Easements .. .. .	18
Section 4	Rule Against Perpetuities .. .. .	18
Section 5	Surcharge of Easements .. .. .	18
Section 6	Matters Having Priority Over Easements .. .. .	19
ARTICLE IX	USE RESTRICTIONS .. .. .	19
Section 1	Exemption of Declarant .. .. .	19

	<u>Description</u>	<u>Page</u>
Section 2	No Commercial Activities .. .. .	20
Section 3	Signs .. .. .	20
Section 4	Nuisance .. .. .	20
Section 5	Temporary Structures .. .. .	20
Section 6	Parking .. .. .	20
Section 7	Limitation on Animals .. .. .	21
Section 8	Limitation of Mining .. .. .	21
Section 9	Rubbish .. .. .	21
Section 10	No Antennae .. .. .	21
Section 11	Painting Limitations .. .. .	21
Section 12	Lease Requirement .. .. .	21
ARTICLE X	PARTY WALLS .. .. .	21
Section 1	General Rules of Law to Apply .. .. .	21
Section 2	Sharing of Repair and Maintenance .. .. .	22
Section 3	Destruction by Fire or Other Casualty .. .. .	22
Section 4	Weatherproofing .. .. .	22
Section 5	Right to Contribution Runs With Land .. .. .	22
Section 6	Arbitration .. .. .	22
Section 7	Adjoining Walls .. .. .	22
ARTICLE XI	PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO .. .. .	23
Section 1	Original Real Property .. .. .	23
Section 2	Additions to Original Real Property .. .. .	23
ARTICLE XII	GENERAL PROVISIONS .. .. .	24
Section 1	Enforcement .. .. .	24
Section 2	Severability .. .. .	25
Section 3	Destruction of Common Area or Common Facilities .. .. .	25
Section 4	Term .. .. .	25
Section 5	Construction .. .. .	25
Section 6	Amendments .. .. .	26
Section 7	Mortgage Protection Clause .. .. .	26

	<u>Description</u>	<u>Page</u>
Section 8	Singular Includes Plural .. .. .	29
Section 9	Nuisance .. .. .	29
Section 10	Attorneys' Fees .. .. .	30
Section 11	Election and Removal of Directors .. .. .	30
Section 12	Notices .. .. .	30
Section 13	Membership In Association .. .. .	30
Section 14	No Rights Given to the Public .. .. .	30
ARTICLE XIII	USE CLASSIFICATION AND PERMITTED USES .. .. .	30
Section 1	Residential Areas .. .. .	30
Section 2	Recreational and Green Belt Area .. .. .	31
Section 3	Private Street Area .. .. .	33
CONSENT AND SUBORDINATION	.. .. .	35

NOT FOR USE IN  
 REAL ESTATE TRANSACTIONS

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DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

TRACT NO. 8207  
CITY OF PLACENTIA  
ORANGE COUNTY, CALIFORNIA

THIS DECLARATION, made this \_\_\_\_\_ day of \_\_\_\_\_, 1975, by Shelter Industries, Inc., a corporation, Hester Development Co., a corporation, Richard V. Jordan, a married man as his sole and separate property, Lucas Development Corp., a corporation, Cameo Homes, a corporation and Maurer Development Company, a corporation, doing business as TAHOE 2, hereinafter referred to as "Declarant":

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property in the City of Placentia, County of Orange, State of California, described on Exhibit A attached hereto and by this reference made a part hereof, and sometimes referred to herein as the "Original Real Property".

WHEREAS, Declarant has deemed it desirable to impose a general plan for the improvement and development of said Original Real Property, together with such additions thereto as may hereafter be annexed and brought within the coverage of this Declaration and the jurisdiction of the Association, and to adopt and establish covenants, conditions and restrictions upon said real property and each and every lot and portion thereof and upon the use, occupancy and enjoyment thereof, all for the purpose of enhancing and protecting the value, desirability and attractiveness of said real property; and

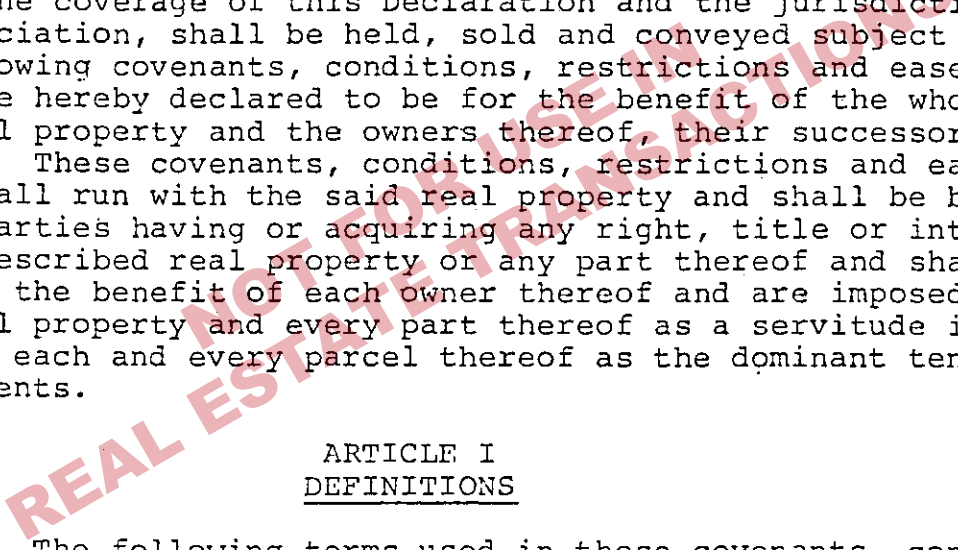
WHEREAS, Declarant has deemed it desirable for the efficient preservation of the value, desirability and attractiveness of said real property to create a corporation to which

should be delegated and assigned the powers of maintaining and administering the Common Area and administering and enforcing these covenants, conditions and restrictions, and collecting and disbursing funds pursuant to the assessment and charges hereinafter created and referred to; and

WHEREAS, WOODFIELD COMMUNITY ASSOCIATION, a nonprofit corporation has been incorporated under the laws of the State of California for the purpose of exercising the powers and functions aforesaid; and

WHEREAS, Declarant will convey title to all of said lots and parcels in said real property subject to certain protective covenants, conditions and restrictions hereinafter set forth;

NOW THEREFORE, Declarant hereby covenants, agrees and declares that all of the Original Real Property, together with such additions thereto as may hereafter be annexed and brought within the coverage of this Declaration and the jurisdiction of the Association, shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and easements which are hereby declared to be for the benefit of the whole of such real property and the owners thereof, their successors and assigns. These covenants, conditions, restrictions and easements shall run with the said real property and shall be binding on all parties having or acquiring any right, title or interest in the described real property or any part thereof and shall inure to the benefit of each owner thereof and are imposed upon said real property and every part thereof as a servitude in favor of each and every parcel thereof as the dominant tenement or tenements.



ARTICLE I  
DEFINITIONS

The following terms used in these covenants, conditions and restrictions shall be applicable to this declaration and are defined as follows:

Section 1. "Association" shall mean and refer to WOODFIELD COMMUNITY ASSOCIATION, a nonprofit corporation, incorporated under the laws of the State of California, its successors and assigns.

Section 2. "Property" or "Properties" shall mean and refer to all of the real property known as, described and included

in the Original Real Property, together with such additions there-  
to as shall become subject to the coverage of this Declaration and/or  
any Supplemental Declaration pursuant to the provisions of Article  
XI hereof.

Section 3. "Lot" shall mean and refer to any lot or  
parcel of land shown upon any recorded Subdivision Map or Parcel  
Map of the Properties or any portion thereof, upon which there  
has been or will be constructed a single family residence, but  
shall not mean or include any Common Area lot nor any area de-  
dicated for public use.

Section 4. "Common Area" and "Common Facilities" shall  
mean and refer to that certain real property more particularly  
described on Exhibit B attached hereto and by this reference  
made a part hereof, together with any additional lot(s) or parcel(s)  
which may be annexed and designated as Common Area or Common Areas  
in any Supplemental Declaration recorded pursuant to the provisions  
of Article XI hereof. Without limiting the generality of the  
foregoing, Common Area shall include areas classified as Recrea-  
tional and Green Belt Area and Private Street Area pursuant to  
Article XIII below.

Section 5. "Member" shall mean and refer to every  
person or entity who holds membership in the Association.

Section 6. "Owner" shall mean (a) the person or persons  
or other legal entity or entities, including declarant, holding  
an aggregate fee simple interest in a Lot with respect to each  
Lot so owned, or, as the case may be, (b) the purchaser of a Lot  
under an executory contract of sale. Owner shall not include any  
person or entity having merely an interest in a Lot as security  
for the performance of an obligation. - *What does last line mean?*

Section 7. "Declarant" shall mean and refer to Shelter  
Industries, Inc., a corporation, Hester Development Co., a cor-  
poration, Richard V. Jordan, a married man as his sole and sepa-  
rate property, Lucas Development Corp., a corporation, Cameo  
Homes, a corporation, and Maurer Development Company, a corpora-  
tion, doing business as TAHOE 2, its successors and assigns, if  
such successors or assigns should acquire more than one undevelop-  
ed lot from the Declarant for the purpose of development.

Section 8. "Deed of Trust" or "Mortgage" shall mean  
the conveyance of any Lot or other portion of the Property to  
secure the performance of an obligation.

Section 9. "Conveyance" shall mean and refer to  
conveyance of a fee simple.

Section 10. "Restrictions" shall mean all of the terms,  
provisions and restrictions set forth in this Declaration, together  
with any and all terms, provisions and restrictions set forth in  
any Supplemental Declaration which may be recorded by declarant or



its successors in interest for the purposes of development pursuant to the provisions hereinafter set forth, as said Declaration or Supplemental Declaration(s) may be amended from time to time, and the rules of the Association promulgated in accordance with the provisions of this Declaration as such rules may from time to time be in effect, and the terms, provisions and restrictions of the Articles of Incorporation and By-Laws of the Association, as such instruments may be from time to time in effect.

## ARTICLE II MEMBERSHIP

Section 1. Membership: Every person or entity who is the record Owner of a fee or undivided fee interest in any Lot which is subject to these covenants or amendments hereof of record to assessment by the Association, shall be a Member of the Association. The terms and provisions set forth in this Declaration, which are binding upon all Owners of all Lots and all Members in the Association, are not exclusive, as the Member shall, in addition, be subject to the terms and provisions of the Articles of Incorporation and the By-Laws of the Association.

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 may not be separated from the fee ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

Section 2. Transfer: The membership held by any Owner of a Lot shall not be transferred, pledged or alienated in any way, except upon the sale or encumbrance of such Lot and then only to the purchaser or Deed of Trust holder of such Lot. Any attempt to make a prohibited transfer is void, and will not be reflected upon the books and records of the Association. Any recorded transfer of legal or equitable fee title to a Lot shall operate automatically to transfer the Membership appurtenant to such Lot to the new Owner thereof and the membership rights of the transferor shall automatically cease and terminate.

Section 3. Voting Rights: The Association shall have two (2) classes of voting membership.

Class A: Class A Members shall originally be all Owners with the exception of the Declarant and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot. From time to time such persons shall designate to the Association in writing one of their number who shall have the power to exercise their vote. If no such written designation has been made, the Association in its sole discretion may determine which of the joint

owners shall be entitled to exercise such voting power.

Class B: The Class B Member shall be the Declarant, and Declarant shall be entitled to three (3) votes for each Lot owned. The Class B Membership shall be deemed converted to a Class A Membership at those times when the total votes outstanding in the Class A Membership equal or exceed the total votes outstanding in the Class B Membership, and in any event the Class B Membership shall cease and finally be converted to Class A Membership upon the occurrence of the earliest to occur of the following:

(a) Expiration of three (3) full years without the issuance by the California Department of Real Estate of any new Final Subdivision Public Report covering the Properties or any portion thereof; or

(b) On December 31, 1981.

The voting rights of both classes of membership shall be subject to the restrictions and limitations provided in this Declaration and in the Articles of Incorporation and the By-Laws of the Association.

ARTICLE III  
PROPERTY RIGHTS IN THE COMMON AREAS

Section 1. Members' Easements of Enjoyment: Declarant hereby grants to each Lot a non-exclusive easement for access over the Common Area. Every Member shall have a right of enjoyment in and to the Common Area and such right shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions:

(a) The right of the Association to limit the number and activities of guests of Members.

(b) The right of the Association to establish uniform rules and regulations pertaining to the use of the Common Area and the recreational facilities thereof.

(c) The rights of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof, to mortgage said property, provided that the rights of such mortgagee shall be subordinate to the rights of the Members and provided that any such mortgagee shall have the prior approval of each holder of a first mortgage lien on Lots in the Property.

(d) The right of the association to suspend

the voting rights and right to use of the recreational facilities by a Member for any period during which any assessment against his Lot remains unpaid and delinquent; and for a period not to exceed thirty (30) days for any single violation of the Restrictions provided that any suspension of such voting rights or right to use the recreational facilities, except for failure to pay assessments, shall be made only by the Board of Directors of Association or a duly appointed committee thereof, after notice and hearing given and held in accordance with the By-Laws of the Association. Additionally, for each violation of the Restrictions by any Owner, his family, servants, guests, licensees, lessees or invitees, the Board of Directors of the Association may impose upon such Owner, an extraordinary assessment of not to exceed fifty dollars (\$50.00) for each such violation; provided, however, before invoking any such assessment, the Board of Directors of the Association shall give such Owner notice of hearing and an opportunity to be heard. Any assessment imposed in accordance with the foregoing provisions which remains unpaid for ten (10) days or more after its due date, shall become a lien upon the Owner's Lot upon its inclusion in a Notice of Lien recorded pursuant to Article IV hereof.

(e) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Board of Directors of the Association.

(f) The right of Declarant (and its sales agents and representatives) to the non-exclusive use of the Common Area for display and exhibit purposes in connection with the sale of residential units within the Property, which right Declarant hereby reserves, provided, however, that such use shall not be for a period of more than three (3) years after the conveyance of the Common Area to the Association, or the sale of all the residential Lots within the Property, whichever is the earlier; provided, further, that no such use by Declarant or its sales agents or representatives shall otherwise restrict the Members in their use and enjoyment of the Common Area.

(g) The right of the Association to charge reasonable admission or other fees for use of any facility situated upon the Common Area (except no charge may be made for use of Private Street Area).

Section 2. Delegation of Use: Any Member may delegate, in accordance with, and subject to, the Bylaws and the Declaration, his right of enjoyment to the Common Area and Common Facilities to the members of his family, his tenants or contract purchasers who reside on the Property, and to his or their respective licensees and guests.

Section 3. Waiver of Use: No Member may exempt himself from personal liability for assessments duly levied by the Association, nor release the Lot owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the Common Area and the facilities thereon or by abandonment of his Lot.

Section 4. Title to the Common Area: The Declarant hereby covenants for itself, its successors and assigns, that it will, prior to the close of escrow for the sale of the first Lot to an Owner, convey the Common Areas described on Exhibit B attached hereto to the Association free and clear of all encumbrances and liens, except current real property taxes (which taxes shall be prorated to date of transfer), and easements, conditions and reservations then of record, including those set forth in this Declaration. The Association shall be deemed to have accepted such conveyance upon the date of recordation of the Deed pertaining thereto.

If Common Area improvements which are to be erected upon the Common Area by Declarant have not been completed prior to the issuance of the Subdivision Public Report and the Association is the obligee under a bond or other arrangement (hereafter "Bond") to secure performance of the commitment of Declarant to complete the improvements, the Board of Directors of the Association shall consider and vote on the question of action by the Association to enforce the obligations under the Bond with respect to any improvement for which a Notice of Completion has not been filed within sixty (60) days after the completion date specified for that improvement in the Planned Construction Statement appended to the Bond. If the Association has given an extension in writing for the completion of any Common Area improvement, the Board of Directors of the Association shall consider and vote on the question of action by the Association to enforce the obligations under the Bond if a Notice of Completion has not been filed within thirty (30) days after the expiration of the extension. If the Board of Directors of the Association determines that it will not initiate action to enforce the obligations under the Bond or fails to consider and vote on the question within the applicable time period set forth above, then, upon receipt of a petition signed by not less than ten percent (10%) of the total voting power of the Association, the Board of Directors of the Association shall hold a special meeting of members not less than fifteen (15) days nor more than thirty (30) days after receipt of the petition for the purpose of voting to override the decision of the Board of Directors not to initiate action to enforce the obligations under the Bond or

to consider and vote on the question if the Board of Directors has not acted. At this special meeting, a vote of a majority of the Class A Members, excluding Declarant if it is then a Class A Member, shall determine all matters presented regarding the enforcement of obligations under the Bond. A vote of the Class A Members, excluding Declarant if it is then a Class A Member, to take action to enforce the obligations under the Bond shall be the decision of the Association and the Board of Directors shall thereafter implement this decision by initiating and pursuing appropriate action in the name of the Association.

Section 5. Owners' Easement of Enjoyment--Additional Property: In the event additional property is annexed pursuant to Article XI of this Declaration, then subject to the limitations and restrictions set forth in Section 1. of Article III hereof, Declarant grants to every Lot Owner a right and easement of enjoyment in and to those portions of the land to be annexed, which are set aside as Common Areas (Recreation and Green Belt Areas, Private Street Area or otherwise), if any, and every Owner of a Lot within the additional property annexed shall be entitled to a right and easement of enjoyment in and to all portions of the Original Real Property to be developed as Common Areas (Recreational and Green Belt Area and Private Street Area).

#### ARTICLE IV COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments: The Declarant, for each Lot owned by it within Tract No. 8207 hereby covenants and agrees to pay, and each Owner of any Lot in the tract or in the Lots in the additional properties which become subject to the jurisdiction of the Association by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association:

- (1) regular assessments or charges,
- (2) special assessments for capital improvements, and
- (3) extraordinary assessments levied against individual Lot Owners by the Board of Directors of the Association in accordance with Section 1 of Article III hereof, or to pay for or reimburse the Association for extra costs for maintenance and repairs caused by the willful or negligent acts of the individual Owner, his family, guests or invitees, and not caused by ordinary wear and tear;

such assessments to be fixed, established and collected from time to time as hereinafter provided. The regular, special and extraordinary assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a

charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made, provided that any such lien shall be subordinate to the lien or equivalent security interest of any first mortgage on the Lot recorded prior to the date any such regular and special assessment became due. Each such assessment, together with such interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments: The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the Members of the Association and, without limiting the generality of the foregoing, for:

- (1) the improvement, maintenance, operation and administration of the Common Areas and Common Facilities;
- (2) the maintenance of such portions of the Lots located within the Properties as Association may be required to maintain pursuant to the provisions of this Declaration and/or any Supplemental Declaration; and
- (3) the establishment of reasonable reserves for replacements of items that are owned by or subject to being maintained by the Association; and
- (4) performance of the duties of the Association as set forth in Article VII hereof.

Section 3. Regular Assessments: The amount and time of payment of regular assessments shall be determined by the Board of Directors of the Association pursuant to the Articles of Incorporation and Bylaws of said Association, after giving due consideration to the current maintenance costs and future needs of the Association. Written notice of the amount of an assessment, regular or special, shall be sent to every Owner, and the due date for the payment of same shall be sent forth in said notice.

Section 4. Special Assessments for Capital Improvements: In addition to the regular assessments, the Association may levy in any calendar year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto; provided that any such assessment shall have the sixty-six and two thirds percent (66-2/3%) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose (excluding the voting power of Declarant).

Written notice of the amount of any special assessment shall be sent to every Owner and the due date for payment of same shall be set forth in such Notice.

Section 5. Uniform Rate of Assessment: Both regular and special assessments shall be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 6. Date of Commencement of Regular Assessments and Fixing Thereof:

(a) The regular assessments provided for herein shall commence as to all Lots located within the Original Real Property on the first day of the month following the month during which the first sale to a purchaser of a Lot within the Original Real Property has been consummated.

(b) The regular assessments as to any Lots located within areas hereafter annexed pursuant to the provisions of Article XI below, shall commence as to all Lots located within the area so annexed on the first day of the month immediately following the month during which the first sale to a purchaser of a Lot within the area so annexed has been consummated.

(c) The due date of any extraordinary assessment referred to in Section 1 of Article IV hereof shall be fixed in the resolution authorizing such assessment and shall be set forth in the Notice of Assessment given to the member liable therefor.

Section 7. Certificate of Payment: The Association shall, upon demand, furnish to any Owner liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether the regular and special assessments on a specified Lot have been paid, and the amount of the delinquency, if any. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Exempt Property: The following property subject to this Declaration and/or any Supplemental Declaration recorded pursuant to the provisions of Article XI hereof shall be exempt from the assessments created herein:

(a) All properties dedicated to and accepted by a local public authority;

(b) The Common Area; and

(c) all properties owned by a charitable or

*Would there be?* →

nonprofit organization exempt from taxation by the laws of the State of California.

However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE V  
NON-PAYMENT OF ASSESSMENTS

Section 1. Delinquency: Any assessment provided for in this Declaration, which is not paid when due, shall be delinquent. With respect to each assessment not paid within fifteen (15) days after its due date, the Association may, at its election require the Owner to pay a "late charge" in a sum to be determined by the Association, but not to exceed Ten Dollars (\$10.00) per each delinquent assessment. If any such assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association may, at its option, bring an action at law against the Owner personally obligated to pay the same, or, upon compliance with the notice provisions set forth in Section 2 hereof, to foreclose the lien (provided for in Section 1 of Article IV hereof) against the Lot, and there shall be added to the amount of such assessment those amounts provided for in Section 2 of this Article V (including but not limited to attorney's fees and costs of preparing the notice of lien), or in the event the Association proceeds with a legal action, the costs of preparing and filing the complaint in such action and in the event a judgment is obtained, such judgment shall include any late charge, interest and a reasonable attorneys' fee, together with the costs of action. Each Owner vests in the Association or its assigns, the right and power to bring all actions at law or lien foreclosure against such Owner or other Owners for the collection of such delinquent assessments.

Section 2. Notice of Lien: No action shall be brought to foreclose said assessment lien or to proceed under the power of sale herein provided less than thirty (30) days after the date a notice of claim of lien is deposited in the United States mail, certified or registered, postage prepaid, to the Owner of said Lot, and a copy thereof is recorded by the Association in the office of the County Recorder in which the properties are located; said notice of claim must recite a good and sufficient legal description of any such Lot, the record Owner or reputed Owner thereof, the amount claimed (which shall include interest on the unpaid assessment at the rate of ten percent (10%) per annum, any late charge, plus reasonable attorneys' fees and expenses of collection in connection with the debt secured by said lien), and the name and address of the claimant.

Section 3. Foreclosure Sale: Any such sale provided for above is to be conducted in accordance with the pro-



visions of Sections 2924, 2924b, and 2924c of the Civil Code of the State of California, applicable to the exercise of powers of sale in mortgages and deed of trust, or in any other manner permitted or provided by law. The Association, through its duly authorized agents, shall have the power to bid on the Lot at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same.

Section 4. Curing of Default: Upon the timely curing of any default for which a notice of claim of lien was filed by the Association, the officers of the Association are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting Owner of a fee, to be determined by the Association, but not to exceed Twenty-five Dollars (\$25.00), to cover the costs of preparing and filing or recording such release, together with the payment of such other costs, interest or fees as shall have been incurred. Unless sooner satisfied or released, or enforcement thereof initiated, any lien arising as herein provided, shall expire and be of no further force and effect one year from the date of recordation of the aforementioned Notice of Lien; provided, however, that said one year period may be extended by the Association for not to exceed one additional year by recording a written Notice of Extension thereof.

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

Section 6. Subordination of Assessment Liens: If any Lot subject to a monetary lien created by any provision hereof shall be subject to the lien of a first deed of trust or first mortgage:

(1) The foreclosure of any lien created by anything set forth in this Declaration shall not operate to affect or impair the lien of such first deed of trust or first mortgage; and

(2) The foreclosure of the lien of any such deed of trust or mortgage, or the acceptance of a deed in lieu of foreclosure of any such deed of trust or mortgage, shall not operate to affect or impair the lien hereof, except that the lien hereof for said charges as shall have accrued up to the foreclosure or the acceptance of the deed in lieu of foreclosure shall be subordinate to the lien of the deed of trust, with the foreclosure-purchaser or deed-in-lieu grantee taking title free of the lien hereof for all said charges that have accrued up to the time of the foreclosure or deed given in lieu of foreclosure, but subject to the

lien hereof for all said charges that shall accrue subsequent to the foreclosure or deed given in lieu of foreclosure.

ARTICLE VI  
ARCHITECTURAL CONTROL

Section 1. Architectural Approval: No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein, including patio covers and antennas, be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Committee provided for in Section 2 of this Article VI. This requirement is in addition to any other requirement for approvals or permits required by the City of Placentia pursuant to its site plan approval of planned unit developments, or other approvals or permits required by other appropriate governmental agencies. In the event said Committee, or its designated representatives, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required, and this Article will be deemed to have been fully complied with. Approval of such plans by the Architectural Committee may be withheld if, in the reasonable opinion of the Committee, the building, fence, wall, or other structure is not in "harmony of external design and location in relation to surrounding structures and topography." In any event, the Architectural Committee shall have the right to require any Member to remove or alter any structure which has not received approval or is built other than according to the approved plans. Nothing to the contrary herein withstanding, neither Declarant nor its successors or assigns who participate in the original construction of the Property shall be required to comply with the provisions of this Article VI.

Section 2. Appointment of Architectural Committee: The Architectural Committee shall be three (3) in number, and shall be appointed from time to time by Declarant and shall serve at the pleasure of Declarant until the first to occur of the following:

(a) Ninety percent (90%) or more of the Lots within the Properties have been sold; or

(b) The third (3rd) anniversary date of the recording of this Declaration.

Thereafter, the Committee shall be appointed from time to time by and shall serve at the pleasure of the Board of Directors of the Association.

Section 3. General Provisions: The members of such committee shall not be entitled to any compensation for services performed pursuant to this covenant.

Section 4. No Liability: Neither Declarant, the Association, the Architectural Committee, nor any officers, directors, employees, agents and/or members of any thereof shall be liable in damages, or otherwise, to anyone submitting plans or specifications to them for approval, or to any Owner of property affected by this Declaration or to any other person or entity by reason of the performance of the Architectural Committee's duties hereunder, unless due to the willful misconduct or bad faith of the Committee. The Architectural Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes.

ARTICLE VII  
DUTIES AND POWERS OF THE ASSOCIATION

Section 1. Duties and Powers: In addition to the duties and powers enumerated in its Articles of Incorporation and Bylaws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

(a) Own, maintain and otherwise manage all of the Common Areas and all facilities, improvements and landscaping thereon, and all other property acquired by the Association.

(b) Pay any real and personal property taxes or assessments which are or could become a lien on the Common Area or some portion thereof.

(c) Have the authority to obtain, for the benefit of all of the Common Areas, private street and walkway lighting, all water, gas, electric, sewer, telephone and gardening services and refuse collection.

(d) Grant easements where necessary for utilities and sewer facilities over the Common Areas to serve the Common Areas and/or the Lots.

(e) Maintain policies of insurance hereinafter described, together with such other policies as the Board of Directors of the Association deem necessary or desirable in furthering the purposes of and protecting the interests of the Association and its Members:

(i) Fire and extended coverage insurance on all improvements owned by or leased to the Association, the amount of such insurance to be not less than one hundred percent (100%) of the replacement cost on insurable improvements; such insurance shall name the Association as the insured.

(ii) Fidelity coverage against dishonest acts on the part of directors, managers, trustees, employees or volunteers responsible for handling funds collected and held for the benefit of the Owners; the fidelity bond or insurance shall name the Association as the insured and shall be written in an amount sufficient to provide protection which is in no event less than one and one half times the insured's estimated annual operating expenses and reserves; in connection with such coverage, there shall be added to the policy an appropriate endorsement to cover any persons who serve without compensation if the policy would not otherwise cover volunteers.

(iii) A comprehensive policy of public liability insurance covering all of the Common Area and Common Facilities, with limits of not less than THREE HUNDRED THOUSAND DOLLARS (\$300,000) per person and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) per occurrence in property damage liability insurance, with a deductible of not more than ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500) and a limit of not less than FIFTY THOUSAND DOLLARS (\$50,000) per occurrence, insuring against liability for public injury, death and property damage arising from the activities of the Association or with respect to property under its jurisdiction; such insurance shall contain a "severability of interest" endorsement, which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association; said comprehensive public liability insurance policy shall name as separately protected insureds Declarant, the Association, its Board of Directors and the Architectural Committee, and their representatives, members, employees and agents.

(f) Have the right and power to employ or engage a manager and other employees or agents and contract for such services, labor and materials as it may deem reasonably necessary to operate and maintain the Common Area and the improvements thereon and to discharge its other duties as herein provided. Any manager, agent or employee selected prior to the first annual election shall be employed to manage or work only until the first annual election, after initial organization, at which time the continuance of the

same or the selection of a new manager or agent shall be determined by the Board of Directors elected at the first annual election. In addition, the Association shall have the authority to delegate its power to committees, officers of the Association or employees. All contracts of the Association shall be limited in duration for a period of not more than one (1) year, or shall, in the alternative, give the Association a reasonable annual cancellation privilege.

(g) Have the power to establish and maintain a working capital and contingency fund in an amount to be determined by the Board of Directors of the Association.

(h) Have the duty to repaint the exterior surfaces of all buildings situated in the Property, as such repainting is required in order to preserve the attractiveness of the Community [Painting of exterior surfaces shall include the repainting of front doors, exterior shutters, window trim, pot shelves, masonry, exterior walls, roof overhangs and fascia, and garage doors].

(i) Have the duty to maintain, paint, repair and replace the roofs of all buildings situated in the Property.

(j) Shall have the duty to maintain that portion of all Lots not occupied by the dwelling unit, garage or private patio in good, clean and attractive order and repair (including but not limited to the maintenance and replacement of any landscaping thereon). The term "private patio" as used herein shall mean those portions of any Lot which are fully enclosed by fencing, dwelling walls, garage walls and/or any combination thereof. Private patio areas shall be maintained by the Owner thereof.

(k) Levy and collect such assessments as may be required pursuant to Article IV hereof.

(l) Have the authority to adopt such rules as it deems proper for the use and occupancy of the Properties. A copy of said rules, as they may be from time to time adopted, amended or repealed, may but need not be mailed or otherwise delivered to each Owner, or recorded. Upon such mailing, delivery or recordation, said rules shall have the same force and effect as if they were set forth in and made a part of this Declaration. In addition, as to any Owner having actual knowledge of any given rules, such rules shall have the same force and effect and may be enforced against such Owner.

(m) carry out all of the duties, have all of the authority and rights provided for in the Association Articles of Incorporation and Bylaws.

Section 2. Access Easements: For the purpose solely of construction, maintenance and repair for the Common Area, and those other Association responsibilities set forth in Section 1 of this Article VII, the Association's agents or employees shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours. There is hereby expressly reserved unto Declarant, its successors and assigns, employees and agents, an easement across every Lot within the Properties, for the purposes and to the extent hereinabove specified in this Section 2 of Article VII, with right to grant same to the Association.

Section 3. Commencement of Association's Management Responsibility:

(a) The Association's obligation to maintain, operate and/or manage areas within the Original Real Property to be maintained, operated and/or managed by the Association as called for in this Article VII above, shall commence as to all such areas on the date of the consummation of the first sale to a purchaser of a Lot located within the Original Real Property.

(b) The Association's obligation to maintain, operate and/or manage areas located within the boundaries of Additional Real Properties hereafter annexed pursuant to the provisions of Article XI above, which areas are to be maintained, operated and/or managed by the Association as called for in this Article VII above, or in any Supplemental Declaration hereafter recorded, shall commence as to all such areas on the date of the consummation of the first sale of a Lot located within such additional real property so annexed.

#### ARTICLE VIII EASEMENTS

Section 1. Establishment of Utility and Drainage Easements: The rights and duties of the Owners of Lots within the Properties with respect to sanitary sewer and water, electricity, gas and telephone and Cable Television lines and drainage facilities shall be governed by the following:

(a) Wherever sanitary sewer house connections and/or water house connections or electricity, gas, or telephone and Cable Television lines or drainage facilities are installed within the Properties, which connection lines or facilities or any portion thereof (together the System herein), lie in or upon Lots and/or Common Areas owned by the Association or others than the Owner of a Lot served by said System, the Owners of any Lot or area served by said System shall have the right, and are hereby granted an easement to the full extent necessary therefor,

to enter upon the Lots and/or Common Areas or to have utility companies enter upon the Lots and/or Common Area within the Properties in or upon which said System or any portion thereof, lie, to repair, replace and generally maintain said connections as and when the same may be reasonably necessary.

(b) Wherever sanitary sewer house connections and/or water house connections or electricity, gas or telephone or Cable Television lines or drainage facilities are installed within the Properties, which connections, lines and facilities (together the System herein) serve more than one Lot, the Owner of each Lot served by said System shall be entitled to the reasonable use and enjoyment of such portions of the System as service his Lot.

Section 2. Reservation of Utility and Drainage Easements: Easements over the Lots and Common Area for the installation, maintenance and replacement of electric, telephone, Cable Television, water, gas and sanitary sewer lines and drainage facilities are hereby reserved by Declarant, together with the right to grant and transfer the same; provided, however, that such easements shall not interfere with any Owner's use and enjoyment of the Buildings originally located on the Lots and Common Areas constituting the servient tenements.

Section 3. Encroachment Easements:

(a) Each Lot is hereby declared to have an easement over all adjoining property (including Lots and Common Areas) for the purpose of accommodating any overhanging eaves, footings, balconies or the like, and any minor encroachments due to original engineering or survey errors, errors in original construction, reconstruction or settlement or shifting of a building, wall or structure, or for any other similar reason, together with an easement for maintaining such encroachment.

(b) If any portion of the Common Area encroaches upon any Lot, a valid easement for encroachment and for maintenance of the same, so long as it stands, shall and does exist.

Section 4. Rule Against Perpetuities: The easements established and/or reserved pursuant to the provisions of this Declaration may be granted at any time prior to twenty one (21) years after the death of any of the individuals who have signed this Declaration in any capacity whatsoever (and their issue who are in being as of the date hereof).

Section 5. Surcharge of Easements: Neither the use of the dominant tenement nor the use of any of the easements

established and/or provided for in this Declaration, nor the division from time to time of any such dominant tenement into two or more parcels for any purpose whatsoever shall be deemed to constitute a surcharge upon said easements.

Section 6. Matters Having Priority Over Easements:

Each and every one of the Easements established, reserved and/or now or hereafter granted as contemplated in this Declaration shall be subject to:

(a) All general and special real property taxes, assessments and bonds, not delinquent;

(b) All covenants, conditions, restrictions, reservations, encumbrances, rights, rights of way, and easements of record;

(c) Any and all reasonable rules and regulations pertaining to any such easement, as such rules and regulations may from time to time be established and promulgated by the Association.

ARTICLE IX  
USE RESTRICTIONS

Section 1. Exemption of Declarant: Except as otherwise provided in the last sentence of this Section 1 below, nothing in this Declaration or in the Association Articles of Incorporation or By-laws shall limit the right of Declarant to complete excavation, grading and construction of improvements on the Properties or any portion thereof so long as any such property is owned by the Declarant, or to alter the foregoing or to construct such additional improvements as Declarant from time to time deems, in its sole and absolute discretion, advisable in the course of development of the Overall Project for so long as any Lot within the Properties remains unleased or unsold, and during such period to use any structure within the Properties as a model home or building or for a construction, real estate sales or leasing office. Declarant need not seek or obtain architectural Committee approval for any improvement constructed, placed, altered or replaced by Declarant on any Common Area or unsold Lot within the Properties. So long as any Lot in the Properties remains unsold, Declarant shall have the right to make reasonable use of any and all Common Areas owned by the Association and located within the Properties for ingress, egress, sales, development and construction purposes, including but not limited to the making use of all of the areas within the Properties now or hereafter classified as Private Street Area for ingress, egress, parking and travel for any purposes, which shall include, without limitation those purposes incidental to construction, development and/or sale of improved or unimproved Lots within the Properties or any portion thereof. Nothing to the contrary herein notwithstanding, after the expiration of three (3) years from the date of consummation of the first sale of a Lot located within the Original Real Property to a purchaser, the rights of Declarant (and its successors and assigns for purposes of development) under this Section 1 shall be limited so that thereafter such rights may only be exercised in a manner that will not unreasonably interfere with or disturb the Owners of Lots located within the Properties and/or their use of the Recreational and Green Belt



Areas; and more particularly after the expiration of such three (3) year period neither Declarant nor its aforementioned successors or assigns shall have any right to use any building or structure located on any Recreational and Green Belt Area as a construction, real estate sales or leasing office; provided, however, that the foregoing limitations shall not preclude Declarant or its aforementioned successors or assigns from entering the Recreational and Green Belt Areas and facilities located thereon for the purpose of showing them to prospective purchasers and/or lessees and provided further that any such entry contemplated in the foregoing proviso shall be accomplished in an unobtrusive and professional manner without undue interference with the normal activities conducted upon or in the Recreational and Green Belt Areas and/or facilities located thereon.

Section 2. No Commercial Activities: No part of the Properties shall ever be used or caused to be used or allowed or authorized in any way directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, or other such nonresidential purposes, except Declarant, its successors or assigns may use the Properties for a model home site, and display and sales office during the construction and sales period.

Section 3. Signs: No sign or billboard of any kind shall be displayed to the public view on any portion of the Properties or any Lot, except one sign for each building site, of not more than eighteen (18) inches by twenty-four (24) inches, advertising the property for sale or rent, or except signs used by Declarant, its successors or assigns, to advertise the property during the construction and sales period.

Section 4. Nuisance: No noxious or offensive trade or 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, or which shall in any way interfere with the quiet enjoyment of each of the Owners of his respective dwelling unit, or which shall in any way increase the rate of insurance.

Section 5. Temporary Structures: Outbuildings or garages erected and maintained upon any Lot shall conform generally in architectural design and exterior material to the finish of the dwelling house to which they are appurtenant and may be, but need not be, attached to said dwelling. No shed, tent, mobile home, trailer or temporary building shall be erected, maintained or used on any of the Properties; provided, however, that temporary buildings for use and used only for purposes incidental to the construction and sale of improvements and dwellings on any portion of the Properties may be constructed and maintained, provided the said temporary building shall be promptly removed upon completion of such construction work and of the sales program.

Section 6. Parking:

(a) Parking of vehicles and boats within the Properties shall only be permitted in the manner and to the extent hereinafter set forth:

(i) Within enclosed garages:

(ii) Within those areas of the Properties which may be at any time and from time to time specifically designated by the Board of Directors of the Association as parking spaces and/or parking areas.

(b) Nothing to the contrary in Section 6(a) of this Article IX above withstanding, no mobile home, motor home, truck

Private Street Area within the Properties, except temporarily for purposes of loading and/or unloading.

Section 7. Limitation on Animals: No animals, livestock or poultry of any kind, shall be raised, bred or kept on the Properties, except that dogs, cats or other household pets may be kept thereon, 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 Properties which result in any annoyance or are obnoxious to residents in the vicinity.

Section 8. Limitation of Mining: No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any of the Properties, nor shall oil wells, tanks, tunnels, or mineral excavations or shafts be permitted upon the surface of any of the Properties or within five hundred (500) feet below the surface thereof. No derrick or other structure designed for use in boring for water, oil or natural gas shall be erected, maintained or permitted upon any of the Properties.

Section 9. Rubbish: All rubbish, trash and garbage shall be regularly removed from the Properties, and shall not be allowed to accumulate thereon. All clotheslines, refuse containers, woodpiles, storage areas and machinery and equipment shall be prohibited upon any Lot, unless obscured from view of adjoining Lots and Common Areas by a fence or appropriate screen.

Section 10. No Antennae: No television, radio, or other electronic antenna or devices of any type shall be erected, constructed, placed or permitted to remain on any of the Lots or houses or buildings constructed on the Lots in the Property.

Section 11. Painting Limitations: No exterior surface of any building or other structure that is located on any Lot within the Properties and is subject to being repainted and/or recolored by the Association pursuant to the provisions of Section 1 of Article VII hereof, shall be repainted and/or recolored by any person or entity, except by the Association, or except with the prior written consent of the Architectural Committee.

Section 12. Lease Requirement: Any lease between an Owner and a lessee shall provide that the terms of the lease are subject in all respects to the provisions of this Declaration, the Articles of Incorporation and Bylaws of the Association, and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All leases shall be in writing.

#### ARTICLE X PARTY WALLS

Section 1. General Rules of Law to Apply: Each wall which is built as a part of the original construction of a dwelling unit and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

It is agreed that the Owners of the contiguous Lots who have a party wall or party fence shall equally have the right to use of such wall or fence, and shall have reciprocal easements appurtenant to each of said Lots over the contiguous Lots for the purpose of accommodating any support of said wall(s) or fence(s) and for the purpose of accommodating any encroachment of any wall(s) or fence(s) and any eaves, footings, rakes and/or trim thereof. Declarant and Lot Owners of contiguous Lots shall have reciprocal easements appurtenant to each of said Lots over said contiguous Lots for the purpose of accommodating any natural settling of any structures located on any of said Lots and for the purpose of accommodating construction and reconstruction in the event of damages through any shifting or natural settling of any structures located on any of said Lots. The reciprocal rights of use as provided for herein shall be exercised so as not to interfere with the use and enjoyment of the Owners of adjoining Lots.

Section 2. Sharing of Repair and Maintenance: The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty: If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing: Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With Land: The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration: In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

Section 7. Adjoining Walls: If on the land there is constructed a dwelling unit, the wall or walls of which adjoin a wall or walls of a dwelling unit constructed on a contiguous Lot, such wall or walls shall be considered to adjoin and abut

the wall of the contiguous Lot against the surface from the bottom of the foundation for the full length and height of any building so erected for residential purposes. Both Declarant and Lot Owners of contiguous Lots shall have reciprocal easements appurtenant to each of said Lots over said contiguous Lots for purposes of accommodating any support of said wall or walls and for the purpose of accommodating any encroachment of any wall or walls and any eaves, rakes, footings and/or trim of any dwelling unit.

ARTICLE XI  
PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

Section 1. Original Real Property: The real property which is, and shall be, held, used, leased, sold and conveyed subject to this Declaration is referred to herein as the "Original Real Property", and is more particularly described on Exhibit A attached hereto and by this reference made a part hereof.

Section 2. Additions to Original Real Property: Additional lands may be annexed to the Original Real Property and become subject to this Declaration in the following manner:

(a) Additions by Declarant. If Declarant, its successors, or assigns, shall develop additional lands within the area described in Exhibit "C" attached hereto, and incorporated herein by this reference (the "Additional Real Property" herein), Declarant shall have the right from time to time to annex such additional lands or any part thereof to the Original Real Property and to bring such lands within the general plan and scheme of this Declaration and under the jurisdiction of the Association without the approval of the Board of Directors or the Members of the Association; provided that said right of the Declarant, its successors and assigns, shall terminate on the happening of either of the following events, whichever occurs earlier:

(1) On the expiration of a three (3) full years without the issuance by the California Department of Real Estate of any new Final Subdivision Public Report covering the Properties or any portion thereof; or

(2) on December 31, 1981.

(b) Other Additions. Except as otherwise provided in Subsection (a) hereinabove, additional lands may be annexed to the Original Real Property and brought within the general plan and scheme of this Declaration upon the approval by vote or written consent of Members entitled to exercise not less than two thirds (2/3) of the voting power of each class of membership.

Upon obtaining the requisite approval, the Owner of any Property who desires to annex it to the Original Real Property and add it to the scheme of this Declaration and to subject it to the jurisdiction of the Association, shall file of record a Supplementary Declaration of Covenants, Conditions and Restrictions, as more particularly described in Subsection (c) hereinbelow.

(c) Supplementary Declaration. The additions authorized under Subsections (a) and (b) of this Section 2 of Article XI, shall be made by filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions with respect to the additional property which shall and will extend the general plan and scheme of the covenants, conditions and restrictions of this Declaration to such property and subject it to the jurisdiction of the Association and this Declaration; provided, however, that the Association's maintenance responsibility with respect to areas within the additional real property so annexed and its assessment function with respect to Lots located therein shall not commence until the consummation of the first sale to a third party purchaser of a Lot located within such additional annexed area. The Owners of Lot in said annexed real property shall automatically become Members of the Association.

Such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants and restrictions established by this Declaration within the Original Property, except as herein provided.

(d) Mergers and Consolidations. Upon a merger or consolidation of the Association with another association as provided in the Articles of Incorporation of the Association, its properties, rights and obligations may be transferred to the surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants, conditions and restrictions established by this Declaration within the Properties, together with the covenants, conditions and restrictions established upon any other properties, as one scheme.

## ARTICLE XII GENERAL PROVISIONS

Section 1. Enforcement: The Association, or any Owner or the successor in interest of an Owner, shall have the right to enforce by proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or any amendment thereto, including the right to prevent the violation of any such restrictions, conditions, covenants or restrictions and the right to recover damages or other assessments for such violation; provided, however, that with respect to assessments liens, the Association shall have the exclusive right to the enforcement thereof. Failure by the Association or by any Owner

to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

The City of Placentia is hereby made a third party beneficiary to this Declaration and its agents and employees shall have the right to enforce the provisions of this Declaration in law or in equity and to refuse to issue any permits which would result in a violation of this Declaration. Notwithstanding the foregoing, the City of Placentia shall be under no duty to enforce this Declaration and failure to do so shall in no event be deemed a waiver of the City's right to do so at a later time.

Section 2. Severability: Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 3. Destruction of Common Area or Common Facilities: In the event of destruction of or damage to the Common Area or Common Facilities, the Association shall cause said Common Area or Common Facilities to be reconstructed. All insurance proceeds or other sums paid to or recovered by the Association on account of said damage or destruction shall be applied to said reconstruction. If said sums are insufficient to complete reconstruction of the destroyed or damaged Common Area or Common Facilities, the Association shall cause a special assessment to be levied pursuant to Article IV, Section 4 hereof.

Section 4. Term: The covenants, conditions and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and be enforceable by the Association or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of sixty (60) years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument, signed by a majority of the then Owners of the Lots, has been recorded, agreeing to change or terminate said covenants, conditions and restrictions in whole or in part.

Section 5. Construction: The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community or tract and for the maintenance of common recreational facilities and Common Area. The Article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

Section 6. Amendments:

(a) Subject to the provisions of Section 6(c) of this Article XII, the provisions of this Declaration may be amended by an instrument in writing, signed and acknowledged by the President and Secretary of the Association certifying that such amendment has been approved by the vote or written consent of at least sixty-six and two-thirds percent (66-2/3%) of the voting power of all Owners, and such amendment shall be effective upon its recordation in the office of the county recorder of the county within which the Properties are located:

(b) Nothing to the contrary in this Declaration or in any Supplemental Declaration withstanding, until the consummation of the first sale of a Lot located within the Original Real Property to a purchaser, Declarant shall have the unilateral right to amend, modify and/or terminate this Declaration by recording an instrument executed by Declarant alone. Further, with respect to any Supplemental Declaration hereafter recorded, until consummation of the first sale of a Lot located within the real property added to the Project by annexation pursuant to the provisions of such Supplemental Declaration, Declarant shall have the unilateral right to amend, modify and/or terminate such Supplemental Declaration by recording an instrument executed by Declarant alone.

(c) Nothing to the contrary in this Declaration withstanding, the following provisions shall control:

(i) No amendment to this Declaration shall affect the rights of any mortgagee or beneficiary under any deed of trust covering any portion of the Properties who does not consent thereto in writing, provided that prior to recordation of such amendment, his mortgage or deed of trust is recorded.

(ii) Article VI, Section 6 of Article IX, Sections 1, 6 and 9 of Article XII, shall not be amended without first obtaining the written approval of the City of Placentia.

Section 7. Mortgage Protection Clause:

(a) The provisions of Section 6 of Article V and Section 6(c)(i) of this Article XII are by this reference incorporated herein and made a part hereof.

(b) No breach of any of the covenants, restrictions or provisions contained in this Declaration shall cause any forfeiture of title or reversion or bestow any right of reentry whatsoever, but, violation of any one or more of these covenants, restrictions or provisions may be enjoined or abated by Declarant, its successors or assigns, by the Association, or

by any Lot Owner, by action of any court of competent jurisdiction, and damages may also be awarded against such violation; provided, however, that any such violation shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to the Properties, or any part thereof, but said covenants, restrictions and provisions shall be binding upon and effective against any Owner whose title is derived through foreclosure or trustee's sale or otherwise.

(c) A first mortgagee of a Lot located within the Properties, at his request, shall be entitled to written notification of any default by the mortgagor of such Lot in the performance of such mortgagor's obligations under this Declaration, the Association Articles of Incorporation or Bylaws and/or with respect to any rule promulgated by the Association pursuant to the provisions of this Declaration.

(d) Any first mortgagee who comes into possession of a Lot pursuant to the remedies provided in the mortgage, or by foreclosure of the mortgage or by acceptance of a deed in lieu of foreclosure, shall be exempt from any "right of first refusal" which might at any time be provided for in this Declaration or any of the management documents referred to herein.

(e) Unless at least seventy-five percent (75%) of the first mortgagees (based upon one (1) vote for each first mortgage) of Lots located within the Properties have given their prior written approval, the Association shall not be entitled to:

(i) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer all or any portion of the Common Area and/or Common Facilities. Nothing to the contrary herein notwithstanding, the granting of easements for public utilities, or for other purposes consistent with the intended use of such property and consistent with the easements referred to and/or provided for in this Declaration shall not be deemed a transfer within the meaning of this subsection.

(ii) Change the method of determining the obligations, assessments, dues or other charges which may be levied against the Lot and its Owners;

(iii) By act or omission, change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of buildings and/or structures, the exterior maintenance of buildings and/or structures, the maintenance of party walls or common



fences and driveways, or the upkeep of lawns and plantings within the Properties;

(iv) Fail to maintain fire and extended coverage policies on insurable improvements located on the Common Areas within the Properties in an amount of not less than one hundred percent (100%) of the current replacement costs as provided for in Section 1(e) of Article VII hereof; or

(v) Use hazard insurance proceeds for losses to any insurable improvements located on the Common Areas within the Properties for other than the repair, replacement or reconstruction of such improvements.

(f) First mortgagee shall have the right to examine the books and records of the Association.

(g) First mortgagees of Lots may, jointly or singularly, pay taxes and other charges which are in default and which may or have become a charge against any of the Common Areas, and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such property, and first mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

(h) Nothing contained in this Declaration or in any of the management documents referred to in this Declaration shall be construed as giving any Lot Owner or any other party, priority over any rights of first mortgagees of Lots located within the Properties pursuant to their mortgages in the case of a distribution to Lot Owners of insurance proceeds of condemnation awards for losses to or a taking of all or any portion of the Common Areas and/or Common Facilities.

(i) As used herein, "mortgage" shall mean any mortgage or deed of trust or other conveyance of a Lot, including, but not limited to, the improvements developed thereon, to secure the performance of an obligation, which security will be reconveyed upon completion of such a performance. "Mortgagee" shall mean and include "mortgagees", "beneficiaries" and "holders of deeds of trust", and the "holders of any indebtedness secured by mortgages". "Mortgagor" shall mean and include "mortgagors" or "trustors under deeds of trust".

Section 8. Singular Includes Plural: Whenever the context of this Declaration requires it, the singular shall include the plural and the masculine shall include the feminine.

Section 9. Nuisance: The result of every act or omission whereby any of the covenants contained in this Declaration

or if the Bylaws are violated in whole or in part is hereby declared to be and constitutes both a public and private nuisance, and every remedy allowed by law or equity against a nuisance either public or private shall be applicable against every such result and may be exercised by any Owner, by the Association or its successors in interest, or by the City of Placentia or other affected governmental entity. Such remedy shall be deemed cumulative and not exclusive.

Section 10. Attorneys' Fees: In the event action is instituted to enforce any of the provisions contained in this Declaration, the party prevailing in such action shall be entitled to recover from the other party thereto as part of the judgment reasonable attorneys' fees and costs of such suit.

Section 11. Election and Removal of Directors: Procedures for election and removal of members of the Board of Directors of the Association are set forth in Bylaws of the Association.

Section 12. Notices: Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to be delivered forty-eight (48) hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person to the Association for the purpose of service of notice, or to the residence of such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association.

Section 13. Membership in Association: All Lot Owners shall be members of the Association, and shall comply with all of the provisions set forth in the Restrictions.

Section 14. No Rights Given to the Public: Nothing contained in this Declaration shall be deemed to be a gift or dedication of any portion of the Properties to the general public or for any public use or purpose whatsoever.

ARTICLE XIII  
USE CLASSIFICATION AND PERMITTED USES

Section 1. Residential Areas:

(a) Any portion of the Original Real Property which is by this Declaration classified as a Residential Area and any portion of any territory hereafter added to the Properties by annexation which is by Supplemental Declaration classified as Residential Area, shall be developed solely for single family residential purposes.

(b) No Lot in a residential Area shall be improved except by dwelling or residential structure designed to accommodate no more than a single family and its servants and occasional guests, plus a garage, driveway, fencing and such other improvements as are necessary or customarily incident to a single family residence.

(c) No residence shall be used for any purpose other than as a single family residence. No gainful occupation, profession, trade or other non-residential use shall be conducted in any Residential Area; provided, however, that nothing in this Declaration shall prevent the rental or leasing of a Lot by the Owner thereof for single family residential use, subject to all of the provisions of the Restrictions.

(d) The hereinafter described real property is hereby classified as "Residential Area":

Parcel I: Lots 1 to 27, inclusive, and Lots 30 to 51, inclusive, of Tract No. 8207 as shown on a Map recorded in Book 342, Pages 7 to 11, inclusive, of Miscellaneous Maps, Records of Orange County, California.

Parcel II: Those portions of Lots 28, 29 and 52, of Tract No. 8207, as shown on the Map recorded in Book 342, Pages 7 to 11, inclusive, of Miscellaneous Maps, Records of Orange County, California, described as:

Parcels 1 and 2, as shown on a Map recorded in Book 67, Page 19 of Parcel Maps, Records of Orange County, California.

Section 2. Recreational and Green Belt Area:

(a) Any portion of the Original Real Property which is by this Declaration classified as Recreational and Green Belt Area and any portion of any territory hereinafter added to the Properties by annexation which is by Supplemental Declaration classified as Recreational and Green Belt Area, shall have permitted uses and shall be subject to such restrictions as are set forth herein for such Area and/or as may be fixed by Declarant in its reasonable discretion in Supplemental Declarations which may be recorded covering such areas, and/or as may be fixed in any amendment to this Declaration or any such Supplemental Declaration in accordance with the provisions thereof.

(b) The Recreational and Green Belt Area may be used for all or any combination of the following purposes and for no other purposes:

(i) Recreational facilities of every kind and nature, including, but not limited to, recreational

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buildings, tennis courts, all purpose courts, swimming pools, children's play areas and/or similar type facilities;

(ii) Passive recreational areas and facilities such as side walks, gardens, parks, green belt areas, ponds, waterways, bridges and paths;

(iii) Driveways, side walks, parking facilities, sewer lines and facilities, drainage facilities, public and/or private utilities and/or restroom facilities;

(iv) Such commercial uses as may be reasonably incident to the primary uses to be made of the Recreational and Green Belt Area, including, but not limited to, the installation, operation and use on a profit-making basis of coin operated vending machines of every reasonable kind and nature (including, without limitation, pay telephones, washers, dryers, and similar types of equipment);

(v) Such other similar uses as may be compatible with the permitted uses described in this Section 2(b) of Article XIII.

(c) The Recreational and Green Belt Area and the facilities and improvements located thereon shall be primarily for the use and enjoyment of the residents of the Residential Areas located within the Properties, and their guests. The Recreational and Green Belt Area shall be subject to all applicable Restrictions.

(d) It is understood that the description of potential uses set forth above is merely descriptive, and nothing contained herein shall be construed as a commitment on the part of Declarant, the Association and/or any other person or entity to develop all or any of those facilities described in this Section 2 of Article XIII.

(e) The hereinafter described real property is hereby classified as Recreational and Green Belt Area:

Lots 28, 29, 52, 53 and 54 of Tract No. 8207, as shown on a Map recorded in Book 342, Pages 7 to 11, inclusive of Miscellaneous Maps, Records of Orange County, California, excepting those portions of Lots 28, 29, and 52 of Tract No. 8207, as shown on a Map recorded in Book 342, Pages 7 to 11, inclusive, of Miscellaneous Maps, Records of Orange County, California, described as:

Parcels 1 and 2, as shown on a Map recorded

in Book 67, Page 19 of Parcel Maps, Records  
of Orange County, California.

Section 3. Private Street Area:

(a) Any portion of the Original Real Property which is by this Declaration classified as Private Street Area, and any portion of any territory hereafter added to the Properties by annexation, which is by Supplemental Declaration classified as Private Street Area shall be improved and maintained for road and private street purposes only. The phrase "for road and private street purposes only" shall have the meaning set forth for it herein and/or as may be fixed by Declarant in any Supplemental Declaration(s) hereafter recorded covering additional Private Street Area and/or as may be from time to time provided by amendment of this Declaration and/or by amendment of any such Supplemental Declaration in accordance with the provisions thereof; provided, however, that any and all such interpretive provisions and supplemental restrictions shall be generally consistent and compatible with the provisions of Section 3 of Article XIII.

(b) Bridges, side walks, pedestrian crossings, speed controlled devices, parking areas, public or private utilities, and sewage and drainage facilities, may be constructed and maintained on, through, under or across any Private Street Area; provided that none of the foregoing shall materially affect the access provided by the Private Street Area at any time other than during the construction, repair and/or maintenance thereof.

(c) Lots A and B of Tract No. 8207 are hereby classified as Private Street Area.

IN WITNESS WHEREOF, Declarant has executed this instrument the day and year first above written.

By: Shelter Industries, Inc.,  
a corporation,


By

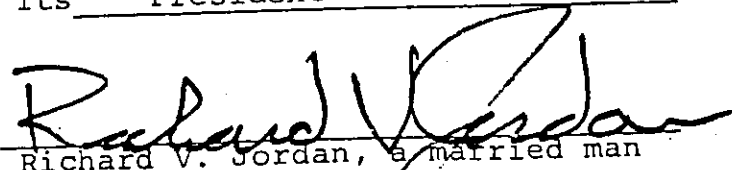
Its

By

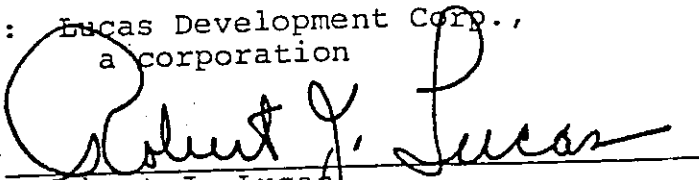
Its

BY: Hester Development, <sup>Co.</sup> a corporation

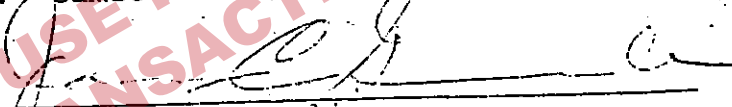
By   
C. W. HESTER  
Its President

BY:   
Richard V. Jordan, a married man  
as his sole and separate property

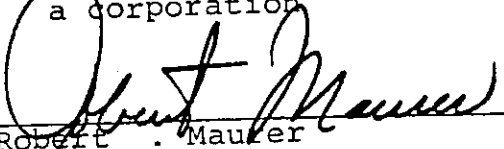
BY: Lucas Development Corp.,  
a corporation

By   
Robert J. Lucas  
Its President

BY: Cameo Homes, a corporation

By   
James C. Granulias  
Its President

BY: Maurer Development Company,  
a corporation

By   
Robert Maurer  
Its President

REAL ESTATE TRANSACTIONS  
NOT FOR USE IN

DOING BUSINESS AS TAHOE 2

CONSENT AND SUBORDINATION

The undersigned, UNITED CALIFORNIA BANK, a corporation, ("Bank" herein) as the owner and holder of those certain promissory notes (including in each instance those promissory notes evidencing additional advances secured by such Deeds of Trust) secured by Deeds of Trust executed by Shelter Industries, Inc., a corporation, an undivided fifteen percent (15%) interest; Hester Development Co., a corporation, an undivided twenty percent (20%) interest; Richard V. Jordan, a married man, as his sole and separate property, an undivided twenty percent (20%) interest; Lucas Development Corp., a corporation, an undivided fifteen percent (15%) interest; Cameo Homes, a corporation, an undivided fifteen percent (15%) interest, and Maurer Development Company, a corporation, an undivided fifteen percent (15%) interest, doing business as Tahoe 2, as trustor, to Bank as trustee, in favor of Bank, recorded respectively on June 20, 1974 in Book 11175, Page 1336, as Instrument No. 19926 of Official Records, Orange County, California, and on June 20, 1974 in Book 11175, Page 1346, et seq., as Instrument No. 19927 of Official Records, Orange County, California, affecting all or portions of the real property described on Exhibit "A" to the Declaration to which this Consent and Subordination is attached and other real property (together the "Deeds of Trust" herein), and as beneficiary under the Deeds of Trust does hereby consent to the recordation of the Declaration to which this instrument is attached (the Declaration herein), and further does hereby agree that the liens of the Deeds of Trust by this instrument be and they are hereby made subordinate and junior to all of the provisions of the Declaration, and to each of the easements granted, established and/or reserved in the Declaration, whenever and however such easements are ultimately effected and or granted.

Dated: , 1975

UNITED CALIFORNIA BANK, a California corporation

By [Signature]  
Its \_\_\_\_\_

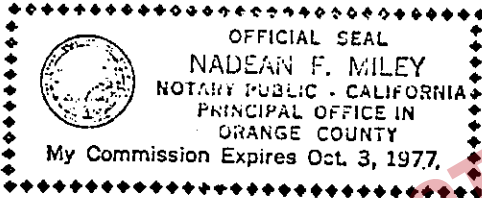
By [Signature]  
Its Assistant Vice President

SEAL

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF ORANGE )

On March 9, 1975, before me, the undersigned, a Notary Public in and for said State, personally appeared Lawrence T. Lyles and Ida A. Lyle known to me to be the Asst. Vice Pres and Asst. Cashier of UNITED CALIFORNIA BANK, the corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its Bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.



NaDean F. Miley  
Notary Public in and for said State

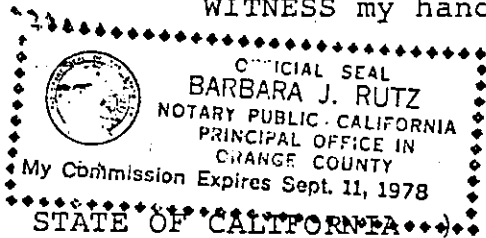
NOT FOR USE IN  
REAL ESTATE TRANSACTIONS



STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF ORANGE )

On May 9<sup>th</sup>, 1975, before me, the undersigned, a Notary Public in and for said State, personally appeared Richard V. Jordan, known to me to be the President, and Mary C. Hill III, known to me to be the Vice President Secretary of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its Bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

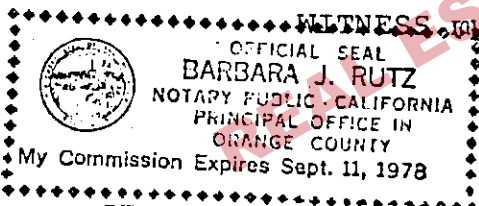


Barbara J. Rutz  
Notary Public in and for said State

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF ORANGE )

ON May 9, 1975, before me, the undersigned, a Notary Public in and for said State, personally appeared C.W. Hester Co., known to me to be the President of HESTER DEVELOPMENT, the corporation that executed the within instrument, and known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its Bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

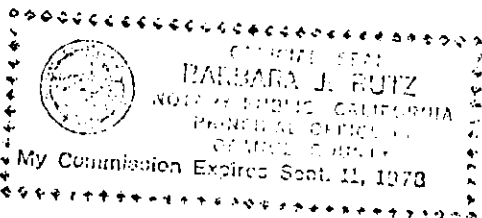


Barbara J. Rutz  
Notary Public in and for said State

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF ORANGE )

On May 9, 1975, before me, the undersigned, a Notary public in and for said State, personally appeared RICHARD V. JORDAN, known to me to be the person who executed the within instrument.

WITNESS my hand and official seal.

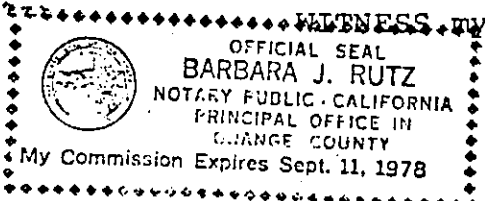


Barbara J. Rutz  
Notary Public in and for said State

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF ORANGE )

On May 9, 1975, before me, the undersigned, a Notary public in and for said State, personally appeared Robert J. Lucas known to me to be the President of LUCAS DEVELOPMENT CORP., the corporation that executed the within instrument, and known to me to be the persons that executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its Bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

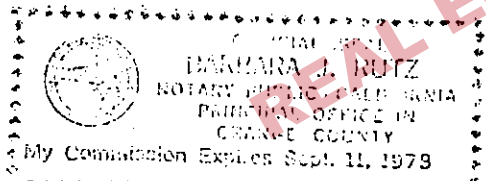


Barbara J. Rutz  
Notary Public in and for said State

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF ORANGE )

On May 9, 1975, before me, the undersigned, a Notary Public in and for said State, personally appeared Mr. C. M. Williams known to me to be the President of CAMEO HOMES, the corporation that executed the within instrument, and known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its Bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

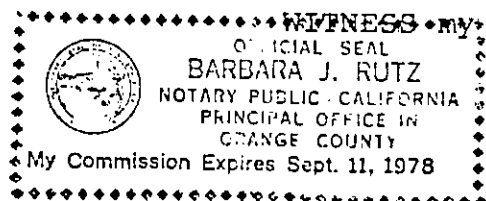


Barbara J. Rutz  
Notary Public in and for said State

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF ORANGE )

On May 9, 1975, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert E. Maurer known to me to be the President of MAURER DEVELOPMENT COMPANY, the corporation that executed the within instrument, and known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its Bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.



Barbara J. Rutz  
Notary Public in and for said State

EXHIBIT A  
TO DECLARATION

LEGAL DESCRIPTION OF ORIGINAL REAL PROPERTY

PARCEL I: Lots 1 to 54, inclusive, and Lots A and B of Tract No. 8207, as shown on a map recorded in Book 342, Pages 7 to 11, inclusive, of Miscellaneous Maps, records of Orange County, California, excepting those portions of Lots 28, 29 and 52 of Tract No. 8207, as shown on a map recorded in Book 342, Pages 7 to 11, inclusive, of Miscellaneous Maps, Records of Orange County, California, described as:

Parcels 1 and 2, as shown on a map recorded in Book 67, Page 19 of Parcel Maps, Records of Orange County, California.

PARCEL II: Those portions of Lots 28, 29 and 52, of Tract No. 8207, as shown on the Map recorded in Book 342, Pages 7 to 11, inclusive, of Miscellaneous Maps, Records of Orange County, California, described as:

Parcels 1 and 2, as shown on a map recorded in Book 67, Page 19 of Parcel Maps, Records of Orange County, California.

NO FOR USE IN REAL ESTATE TRANSACTIONS

EXHIBIT A  
TO DECLARATION

EXHIBIT B  
TO DECLARATION

LEGAL DESCRIPTION OF COMMON AREAS

Lots 28 and 29 and Lots 52 to 54, inclusive, and Lots A and B of Tract No. 8207, as shown on a Map recorded in Book 342, pages 7 to 11 inclusive, of Miscellaneous Maps, records of Orange County, California, excepting those portions of Lots 28, 29 and 52 of Tract No. 8207, as shown on a Map recorded in Book 342, pages 7 to 11 inclusive of Miscellaneous Maps, records of Orange County, California, described as

Parcels 1 and 2, as shown on a Map recorded in Book 67, Page 19 of Parcel Maps, records of Orange County, California.

NOT FOR USE IN  
REAL ESTATE TRANSACTIONS

EXHIBIT B  
TO DECLARATION

EXHIBIT "C" TO DECLARATION

ADDITIONAL REAL PROPERTY

1. Lots 1 through 116, inclusive, and Lot A of Tract No. 8276 as per map recorded in Book 346, pages 14 through 18, inclusive, of Miscellaneous Maps, Records of Orange County, California.
2. Tentative Tract No. 8411 in the City of Placentia, County of Orange, State of California.
3. Tentative Tract No. 6894 in the City of Placentia, County of Orange, State of California.

**NOT FOR USE IN  
REAL ESTATE TRANSACTIONS**

EXHIBIT "C" TO DECLARATION