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89-038339

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Post Office Box 267
Santa Ana, California 92702

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Lee A. Branch RECORDER

When recorded return to:

HOLZWARTH, POWELL, STEIN & PARILLA
18400 Von Karman Avenue
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Irvine, California 92715
Attention: Martin J. Stein, Esq.



SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS, AND
RESERVATION OF EASEMENTS FOR
CALIFORNIA REFLECTIONS

A Residential Planned Development

THIS INSTRUMENT FILED FOR RECORD BY
FIRST AMERICAN TITLE INSURANCE COMPANY AS AN
EXEMPTION ONLY. IT HAS NOT BEEN EXAMINED AS TO
ITS EXECUTION OR AS TO ITS EFFECT UPON THE TITLE.

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EXHIBIT "B"	Phase I Common Area
EXHIBIT "C"	Yard Easements
EXHIBIT "D"	Easement Areas

SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS, AND
RESERVATION OF EASEMENTS FOR
CALIFORNIA REFLECTIONS

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, AND RESERVATION OF EASEMENTS ("Declaration") is made this 20th day of January, 1989, by KAUFMAN & BROAD OF SOUTHERN CALIFORNIA, INC., a California corporation ("Declarant").

R E C I T A L S:

A. Declarant is the owner of that certain real property located in the unincorporated territory of the County of Orange, State of California, more particularly described as:

Lots 19 through 55, inclusive, and
Lots 147 through 174, and Common Area
Lot A of Tract 13352, as per Map re-
corded on December 21, 1988, in
Book 622, Pages 1 to 9, inclusive,
of Miscellaneous Maps in the Office of
the County Recorder of Orange County,
California ("Phase I").

B. Declarant is also the owner of that certain real property described in Exhibit "A" to this Declaration ("Annexation Property") which may, from time to time, be annexed to and become a part of the Project (as hereinafter defined), in accordance with the Article herein entitled "Annexation of Additional Property."

C. Declarant intends to develop Phase I and the Annexation Property as a common interest development, more particularly described in Section 1351(k) of the California Civil Code as a "planned development" ("Project").

D. Declarant intends to develop the Project as part of a master planned residential community known as "Aliso Viejo" in substantial compliance with that certain Aliso Viejo Planned Community Development Plan and Supplemental Text ("Development Plan"), adopted by the Orange County Board of Supervisors by Ordinance No. 3180 on January 30, 1980, and recorded in the Official Records of Orange County on February 26, 1980, in Book 13513, Pages 1317, et seq., as said Development Plan may be revised and amended, from time to time. As more specifically set forth herein, the Project shall be part of Aliso Viejo and shall be subject to the covenants, conditions, restrictions, reservation of easements and terms set forth in that certain "Declara-

tion of Covenants, Conditions and Restrictions for Aliso Viejo Community Association" recorded on April 6, 1982, as Instrument No. 82-118353, in the Official Records of Orange County, California, and that certain "Notice of Annexation and Supplemental Declaration for Delegate District No. 23 of Aliso Viejo Community Association" recorded on June 2, 1988, as Instrument No. 88-260712, in the Official Records of Orange County, California, as said instruments may be amended, from time to time (hereinafter collectively the "Community Declaration").

E. Declarant deems it desirable to impose a general plan for the development, maintenance, improvement, protection, use, occupancy and enjoyment of the Project, and to establish, adopt and impose covenants, conditions and restrictions upon the Project for the purpose of enforcing, protecting and preserving the value, desirability and attractiveness of the Project.

F. Declarant deems it desirable for the efficient enforcement, protection and preservation of the value, desirability and attractiveness of the Project to create a corporation which shall be delegated and assigned the powers of administering and enforcing said covenants, conditions and restrictions.

G. CALIFORNIA REFLECTIONS COMMUNITY ASSOCIATION, a California nonprofit, mutual benefit corporation, has been or will be incorporated under the laws of the State of California for the purpose of exercising the aforesaid powers.

H. Declarant intends to convey the Project, and any and all portions thereof, subject to the covenants, conditions and restrictions set forth hereinbelow.

NOW, THEREFORE, Declarant agrees and declares that it has established, and does hereby establish, a plan for the development, maintenance, protection, improvement, use, occupancy and enjoyment of the Project, and has fixed, and does hereby fix, the covenants, conditions, restrictions, easements, reservations, equitable servitudes, liens and charges (hereinafter collectively referred to as the "Covenants") upon the Project. Each and all of the Covenants shall run with the land and shall inure to the benefit of and be binding upon Declarant, its successors and assigns, all subsequent owners of all or any portion of the Project, together with their grantees, successors, heirs, executors, administrators, devisees and assigns, and may be enforced by any Owner or by the Association.

ARTICLE I
DEFINITIONS

Section 1. "Annexation Property" shall mean and refer to that certain real property described in Exhibit "A" attached hereto, including all Improvements (as defined below) constructed thereon, all or any portion of which may be annexed into the Project as set forth in the Article herein entitled "Annexation of Additional Property." The real property described in Exhibit "A" herein is also part of the "Annexable Area" as defined and described in the Community Declaration.

Section 2. "Architectural Control Committee" shall mean and refer to the architectural committee created pursuant to the Article herein entitled "Architectural and Landscaping Control."

Section 3. "Architectural Standards" shall mean and refer to those certain guidelines, rules and procedures for the submittal of documents to the Architectural Control Committee, as may be adopted, from time to time, pursuant to the Article herein entitled "Architectural and Landscaping Control."

Section 4. "Articles" shall mean and refer to the Articles of Incorporation of California Reflections Community Association, as filed in the Office of the Secretary of State of the State of California, as such Articles may be amended, from time to time.

Section 5. "Assessments" shall be used as a generic term which shall mean and refer to the following:

(a) "Regular Assessment" shall mean and refer to an annual charge against each Owner and his respective Lot representing a portion of the Common Expenses of the Association;

(b) "Compliance Assessment" shall mean and refer to the charge against an Owner representing the costs incurred by the Association in the repair of any damage to the Common Area for which such Owner was responsible, the costs incurred by the Association in bringing such Owner and his Lot into compliance with this Declaration, or any amount due the Association based upon disciplinary proceedings against an Owner in accordance with this Declaration;

(c) "Special Assessment" shall mean and refer to the charge against an Owner and his respective Lot representing a portion of the cost of reconstructing any damaged or destroyed portion or portions of the Common Area, of constructing or installing any capital improvements to the Common Area, or of taking any extraordinary action for the benefit of the Common Area or the membership of the Association pursuant to the provisions of this Declaration; and

(d) "Community Association Assessments" shall mean and refer to those charges levied against each Owner and his respective Lot, including, but not limited to, Compliance Assessments, Regular Assessments and Special Assessments, levied by the Community Association in accordance with the Community Declaration.

Section 6. "Association" shall mean and refer to California Reflections Community Association, a California non-profit, mutual benefit corporation, in which all Owners shall have a membership interest as more particularly described hereinbelow, provided that membership shall be limited to Owners. The Association shall be deemed to be a "Sub-Association," as that term is defined in the Community Declaration.

Section 7. "Board" shall mean and refer to the Board of Directors of the Association, elected in accordance with the By-Laws of the Association and this Declaration.

Section 8. "By-Laws" shall mean and refer to the By-Laws of the Association which have been, or will be, adopted by the Board, as such By-Laws may be amended, from time to time.

Section 9. "Common Area" shall mean and refer collectively to the following:

(a) All real and personal property, and Improvements located thereon, which are owned in fee title at any time by the Association; and

(b) All real property, and Improvements located thereon, over which the Association has been granted a non-exclusive easement for the use, care, maintenance, replacement and repair for and on behalf of all Owners in the Project.

The Common Area may include, without limitation, any private storm drains, private streets, if any, private utilities, if any, public rights-of-way, parkways, slopes, irrigation equipment and such other Improvements as may be designated and transferred to the Association, in fee or by easement, from time to time, as set forth in one (1) or more Notices of Annexation recorded in the Official Records of Orange County, pursuant to the Article herein entitled "Annexation of Additional Property." The Common Area in Phase I is more particularly shown and described in Exhibit "B" attached hereto and incorporated herein by this reference.

Section 10. "Common Expenses" shall mean and refer to the actual and estimated costs to be paid by the Association for the following: (a) owning, maintaining, managing, operating, repairing and replacing the Common Area; (b) managing and administering the Association, including, but not limited to, compensation paid by the Association to managers, accountants, attorneys and any Association employees; (c) providing utilities and other services to the Common Area; (d) providing insurance as

provided for herein; (e) paying that portion of any Assessment attributable to Common Expenses not paid by the Owner responsible for payment; (f) paying taxes for the Association, and (g) paying for all other goods and services designated by, or in accordance with, other expenses incurred by the Association for the benefit of all Owners, and reasonably required for the Association to perform its powers and duties as set forth in this Declaration. Additionally, the Common Expenses shall include adequate reserves, as the Board shall determine to be appropriate, for the repair and replacement of those elements of the Common Area which must be repaired or replaced on a periodic basis, rather than a regular annual basis.

Section 11. "Community Association" shall mean and refer to Aliso Viejo Community Association, a nonprofit, mutual benefit corporation, incorporated under the laws of the State of California, its successors and assigns. The powers and duties of the Community Association are set forth in the Community Declaration and in the By-Laws for the Community Association. Each Owner of a Lot in the Project shall be a Member of the Community Association and represented in their collective voting power by a Delegate (as defined hereinbelow) elected in accordance with the provisions of the Community Management Documents and this Declaration.

Section 12. "Community Association Board" shall mean and refer to the Board of Directors of the Community Association.

Section 13. "Community Association Properties" shall mean and refer to all personal property owned by the Community Association, and all real property (and all Improvements constructed thereon) owned in fee by the Community Association, or over which the Community Association owns an easement for the use, care or maintenance for the use and enjoyment of the Members of the Community Association.

Section 14. "Community Declaration" shall mean and refer to that certain "Declaration of Covenants, Conditions and Restrictions for Aliso Viejo Community Association," recorded on April 6, 1982, as Instrument No. 82-118353, in the Official Records of Orange County, California, as such Community Declaration may be amended, from time to time. In the event of any conflict between the provisions of the Community Declaration and the provisions of this Declaration, the provisions of the Community Declaration shall control.

Section 15. "Community Management Documents" shall mean and refer to the Articles, By-Laws, Community Declaration and the Community Board Rules and Regulations, and any amendments to any of the foregoing.

Section 16. "County" shall mean and refer to the County of Orange, California. In the event that the area in which

the Project is located shall ever become or annexed to an incorporated city, township or other geopolitical subdivision exercising jurisdiction for police power or other governmental purposes contemplated within this Declaration, then the term "County" shall include and refer to such city, township or other geopolitical subdivision.

Section 17. "Declarant" shall mean and refer to Kaufman & Broad of Southern California, Inc., a California corporation, and to any person or entity acquiring all of Declarant's interest in the Project (including all of Declarant's rights and obligations as created and established herein) pursuant to a written assignment from Declarant which is recorded in the Office of the County Recorder for Orange County. Any such assignment may include only certain specific rights of the Declarant and may be subject to such conditions as Kaufman & Broad of Southern California, Inc. may impose, in its sole discretion.

Section 18. "Declaration" shall mean and refer to this Supplemental Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements, and to all amendments to this Declaration as may be recorded, from time to time, in the Office of the County Recorder for Orange County, in accordance with Section 1351(h) and Section 1353 of the California Civil Code. This Declaration shall be deemed to be a "Supplemental Declaration," as that term is defined in the Community Declaration.

Section 19. "Declaration of Annexation" shall mean and refer to that certain instrument utilized to annex all or a portion of the Annexation Property, in accordance with the provisions of this Declaration, thereby subjecting a subsequent Phase to the provisions of this Declaration and to the jurisdiction of the Association.

Section 20. "Delegate" shall mean and refer to a natural person selected by the Members of the Association to represent all of said Members and to vote on their behalf at meetings of the Community Association, as more particularly defined in the Community Declaration.

Section 21. "Delegate District" shall mean and refer to Phase I and all portions of the Annexation Property which are annexed thereto in accordance with the applicable provisions of this Declaration.

Section 22. "DRE" shall mean and refer to the Department of Real Estate of the State of California, which administers the sale of subdivided lands pursuant to Sections 11000, et seq., of the California Business and Professions Code, or any similar California statute hereinafter enacted.

Section 23. "Improvements" shall mean and refer to all structures and appurtenances thereto of every kind, including, but not limited to, Residences, buildings, outbuildings, awnings,

shades, screens, screen doors, skylights, side yard and rear yard fencing, garages, pavement, sidewalks, walkways, jogging trails, tennis courts, sprinklers, pipes, driveways, swimming pools, jacuzzi, spa, water softener fixtures or equipment, Project perimeter walls, if any, retaining walls, monument signs, patios, irrigation equipment and all related facilities, exterior air conditioning units, solar panels and related facilities, landscaping, trees, drainage swales, streetscapes, antennas and related facilities, exterior lighting, hedges and trees.

Section 24. "Lot" shall mean and refer to a plot of land as shown upon the recorded subdivision map of the Project, and to all Improvements, including the Residence, constructed thereon. Only those plots of land which are designed and intended for the construction of a Residence and ownership by an individual Owner shall be deemed "Lots." "Lot" shall not mean or refer to any plot of land owned by the Association as Common Area.

Section 25. "Member" shall mean and refer to every person or entity who holds membership in the Association, as more particularly set forth in the Article herein entitled "The Association," and shall be synonymous with the term "Owner."

Section 26. "Mortgage" shall mean and include a duly recorded deed of trust, as well as a mortgage in the conventional sense, encumbering a Lot.

Section 27. "Mortgagee" shall mean and refer to a person or entity to whom a Mortgage is made, and shall include the beneficiary of a deed of trust.

Section 28. "Mortgagor" shall mean and refer to a person or entity who mortgages his or its property to another, i.e., the maker of a Mortgage, and shall include the trustor of a deed of trust.

Section 29. "Notice and Hearing" shall mean and refer to written notice and a hearing before the Board or the Architectural Control Committee of the Association, at which the affected Owner shall have an opportunity to be heard in the manner provided herein and in the By-Laws.

Section 30. "Notice of Annexation" shall mean and refer to that certain document recorded for the purpose of annexing a Phase into the Subject Property (as defined in the Community Declaration), in accordance with the provisions of the Community Declaration, thereby subjecting such Phase to the provisions of the Community Declaration and the Community Association.

Section 31. "Owner" shall mean and refer to the record Owner, or Owners if more than one (1), or the purchaser under a conditional sales contract of fee title to, or an undivided interest in, any Lot in the Project. The foregoing is not intended to include persons or entities who hold an interest in a Lot merely as security for the performance of an obligation.

Section 32. "Phase" shall mean and refer to: (a) Phase I; and (b) to one (1) or more Lots within the Annexation Property which are simultaneously annexed to the Project by the recordation of a Declaration of Annexation in the Office of the County Recorder of Orange County, and for which a Final Subdivision Public Report has been issued by the DRE.

Section 33. "Phase I" shall mean and refer to that certain real property described in Paragraph A of the recitals to this Declaration.

Section 34. "Project" shall mean and refer to Phase I and to all Improvements, including the Residences, constructed thereon, the Common Area and all Annexation Property which is made subject to this Declaration in accordance with the applicable provisions of this Declaration.

Section 35. "Residence" shall mean and refer to the individual dwelling and the related Improvements which are constructed upon a separate Lot and which are designed and intended for use and occupancy as a residence.

Section 36. "Rules and Regulations" shall mean and refer to the Rules and Regulations adopted by the Board pursuant to the By-Laws and this Declaration, as they may be amended, from time to time.

Section 37. Application of Definitions. The aforesaid definitions shall be applicable to this Declaration and to any supplements or amendments hereto, filed or recorded pursuant to the provisions of this Declaration, unless the context shall prohibit such application.

ARTICLE II

GENERAL PLAN OF DEVELOPMENT

Section 1. Introduction. The Declarant has designed California Reflections as a multi-phased planned development, generally as defined in Section 1351(k) of the California Civil Code, and more particularly as set forth herein, together with various Common Area improvements. The Project is being developed as a portion of a master planned community more commonly known as "Aliso Viejo."

Section 2. Plan of Development for California Reflections. If developed as proposed, California Reflections will consist of approximately one hundred seventy-four (174) single-family Residences, each constructed upon its own respective Lot, together with Common Area and related Improvements. The Declarant currently plans to develop said Lots in a series of Phases over a period of approximately five (5) years.

Section 3. Membership in Association. As more particularly set forth in this Declaration, each Owner of a Lot in the Project shall automatically become a Member of the Association,

and shall be obligated for the payment of Assessments to the Association. In addition, each Owner, his family, members, lessees, tenants, guests and invitees, will be entitled to the use and enjoyment of the Common Area within the Project, in accordance with this Declaration, the By-Laws and Rules and Regulations adopted by the Board.

Section 4. Membership in the Community Association.

As more fully set forth in the Community Declaration, each Phase of the Project will be subject to the covenants, conditions and restrictions set forth in the Community Declaration and to the jurisdiction of the Community Association. Each Owner in the Project shall automatically become a Member of the Community Association.

Section 5. Annexation of Subsequent Phases. At such time as subsequent Phases are developed, if ever, Declarant shall annex such Phases to the Project in accordance with the provisions of the Article herein entitled "Annexation of Additional Property." In addition, Declarant shall annex all subsequent Phases to the Community Association in accordance with the procedures for annexation set forth in Article III entitled "Annexation, Supplemental Declarations" of the Community Declaration.

Section 6. Declarant's Control of Development. In order that the Project be completed and established as a planned development, Declarant shall have the sole discretion and control over all aspects of construction of Residences and Improvements owned by itself, ensuring that all such construction shall be in substantial conformance with the plans and specifications approved by the County, and over the selling and marketing of Lots in the Project as vacant Lots, or Lots improved with a Residence and associated Improvements. Further, Declarant shall have the sole discretion and control over all aspects of designing, constructing and completing all of the Common Area, and related amenities, in conformance with the plans and specifications approved by the County. Declarant shall have reasonable rights to maintain a sales office, a model complex, signs and displays on any portion of the Project for a period of five (5) years from recordation hereof, or until all Lots in the Project are sold (and escrows closed), whichever shall first occur, in order to market the sale, lease or other conveyance of Lots in the Project.

Section 7. Non-Liability of Declarant. Nothing in this Section or elsewhere in this Declaration shall limit the right of Declarant to complete construction of the Project, to alter same or to construct such additional Improvements as Declarant shall deem advisable prior to the completion and sale of all Lots in the Project. Declarant may assign any or all of its rights under this Declaration to any successor to all or any part

of Declarant's interest in the Project by an express written assignment recorded in the Office of the County Recorder of Orange County.

ARTICLE III

RESERVATION OF EASEMENTS AND OTHER PROPERTY RIGHTS IN THE COMMON AREA

Section 1. Owners' Easements. Every Owner shall have a nonexclusive right and easement of access, use and enjoyment in and to the Common Area. Said right and easement shall be appurtenant to and shall pass with title to every Lot, subject to the limitations set forth in Section 2 below.

Section 2. Limitations on Owners' Easement Rights. The rights and easements of access, use and enjoyment set forth in Section 1 hereinabove shall be subject to the provisions of this Declaration, including, but not limited to, the following:

(a) The right of the Association to reasonably limit the number of guests of Owners;

(b) The right of the Association to establish and enforce reasonable Rules and Regulations pertaining to the use of the Common Area;

(c) The right of the Association, in accordance with its Articles, By-Laws and this Declaration, to borrow money with the assent of sixty-seven percent (67%) of the voting power of the Association, and/or to mortgage, pledge, deed in trust or otherwise hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, for the purpose of improving or repairing the Common Area and related facilities;

(d) The right of the Association to suspend the voting rights and rights and easements of use and enjoyment of the Common Area of any Member, and the persons deriving such rights and easements from any Member for any period during which any Assessment against such Member's Lot remains unpaid and delinquent; and after Notice and Hearing, to impose monetary penalties or suspend such use rights and easements for a period not to exceed thirty (30) days for any noncontinuing violation of this Declaration or Rules and Regulations, it being understood that any suspension for either nonpayment of any Assessments or breach of such restrictions shall not constitute a waiver or discharge of the Member's obligations to pay Assessments as provided herein;

(e) Subject to the terms and provisions of the Article herein entitled "Mortgagee Protection," 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 Owners. No such dedication or transfer shall be effective unless: (1) an instrument approving said dedication or transfer is signed by Owners representing sixty-seven percent (67%) of the voting power of the Association, excluding Declarant, and recorded in the Office of the County Recorder for Orange County, and (2) a written notice of the proposed dedication or transfer is sent to every Owner not less than fifteen (15) days nor more than thirty (30) days in advance; provided, however, so long as Declarant is the owner of one (1) or more Lots in the Project or in the Annexation Property, that such dedication or transfer of easements for utilities or for other public purposes consistent with the intended use of the Common Area shall not require the prior approval of the Members of the Association;

(f) Subject to the limitations set forth in Article II, Section 5, herein, the right of Declarant (and its sales agents, representatives and customers) to the nonexclusive use of the Common Area, and the facilities located thereon, without charge in order to market, show, sell and otherwise dispose of Lots in Phase I and in the Annexation Property, which rights Declarant hereby reserves; provided, however, that such use shall terminate upon the date Declarant, its successors and assigns, no longer own a Lot in the Annexation Property. Such use shall not unreasonably interfere with the rights of enjoyment of other Owners as provided herein;

(g) The right of the Association, acting by and through its Architectural Control Committee, to enact uniform and reasonable Architectural Standards, in accordance with the Article herein entitled "Architectural and Landscaping Control";

(h) The right of Declarant to designate additional Common Area, pursuant to the terms of the Article herein entitled "Annexation of Additional Property";

(i) The right of Declarant to grant easements to landowners adjoining the Project for the purpose of providing landscape maintenance and repair, and ingress, egress and access on, over and across certain portions of the Common Area;

(j) The right of the Community Association to enter the Project for the purpose of exercising all rights created and reserved in the Community Declaration;

(k) The right of the Association to perform and exercise its duties and powers as set forth herein;

(l) Other rights of the Association, the Architectural Control Committee, the Board, the Owners and De-

clarant with respect to the Common Area as may be provided for in this Declaration:

(m) The right of Declarant to grant and transfer easements on, over and across the Project and the Annexation Property for the development, installation, construction and maintenance of electric, telephone, cable television, water, gas, sanitary sewer lines and drainage facilities, as shown on any recorded subdivision map covering the Project and Annexation Property, and as may be reasonably necessary for the proper development and conveyance of Lots and Common Area; and

(n) Any limitations, restrictions or conditions affecting the use, enjoyment or maintenance of the Common Area imposed by Declarant or by the County, or other governmental agency having jurisdiction to impose any such limitations, restrictions or conditions, including, but not limited to, the rights of the County or such other governmental agency having jurisdiction to use their vehicles or appropriate equipment over those portions of the Common Area designed for vehicular movement to perform municipal functions or emergency or essential public services.

Section 3. Easements for Common Fences. There shall be an easement appurtenant to the Project for the placement of all common fences, where such fences were originally installed by Declarant, regardless of whether such fences are located precisely upon the boundary separating two (2) Residential Lots. Those Owners who have a common fence which adjoins their Lots and effectively creates the boundary line between such Lots, shall equally have the right to use such fence, except that each shall have the exclusive right to the use of the interior surface of the fence facing his Residence. Neither Owner shall drive nails, screws, bolts or other objects more than half way through any common fence, interfere with the adjacent Owner's use and enjoyment of the common fence, or impair, in any way, the structural integrity of the common fence. In the event that any portion of such fence, except the interior surface of one (1) side, is damaged or injured from any cause, other than the act or negligence of either party, it shall be repaired or rebuilt at their joint expense.

Section 4. Delegation of Common Area Use Rights. Any Owner who resides within the Project may delegate, in accordance with the By-Laws, his rights of use and enjoyment to the Common Area to the members of his immediate family and any other persons residing within his Residence. In the event an Owner has rented or leased his Residence, his rights of use and enjoyment to the Common Area shall be automatically delegated to his tenants or lessees for the duration of their tenancy, and the Owner shall

forfeit any rights of use and enjoyment to the Common Area for the duration of such tenancy. In the event of a conditional sales contract, the seller under the contract shall be deemed to delegate his rights of use and enjoyment to the Common Area to the purchaser under the contract.

Section 5. Easements for Vehicular and Pedestrian Traffic. In addition to the general right and easements for access, use and enjoyment granted herein, there shall be, and Declarant hereby covenants for itself, and its successors and assigns, that each and every Owner shall have a nonexclusive easement appurtenant to his Lot for vehicular and pedestrian traffic over all streets, drives and sidewalks within the Project.

Section 6. Easements for Public Services. In addition to the foregoing easements over the Common Area, there shall be easements for public services, including, but not limited to, the right of police, fire, ambulance and other public services to enter upon any part of the Common Area for purposes of serving the health and welfare of all Owners in the Project.

Section 7. Easements for Unintentional Encroachments. In the event an Improvement to a Lot is constructed, reconstructed or altered in accordance with the terms and provisions of this Declaration encroaches upon an adjacent Lot by not more than six inches (6") due to unwillful placement, settling or shifting of the Improvement, there shall be an easement appurtenant to such Lot on and over such adjacent Lot for purposes of the encroachment.

Section 8. Easements for Utilities. The rights and duties of the Owners of Lots within the Project with respect to sanitary sewer, water, electricity, gas, television cable (or CATV service) and telephone lines, and other facilities, shall be governed by the following:

(a) Each respective utility company shall maintain all utility facilities and connections on the Project owned by such utility company; provided, however, that if any company shall fail to do so, it shall be the obligation of each Owner to maintain those facilities and connections located upon such Owner's Lot and it shall be the obligation of the Association to maintain those facilities and connections located upon the Common Area;

(b) Wherever sanitary sewer, water or gas connections, television cables, electricity or telephone lines are installed within the Project and it becomes necessary to gain access to said connections, cables and/or lines through a Lot owned by someone other than the Owner of the Lot served by said connections, cables and/or lines, the Owner of the Lot served by said connections, cables and/or lines shall have the right, and is hereby granted an easement to

the full extent necessary therefor, to enter upon such other Lot or to have the utility companies enter upon such other Lot to repair, replace and generally maintain said connections, cables and/or lines;

(c) Whenever sanitary sewer, water or gas connections, television cables, electricity or telephone lines are installed within the Project, and said connections, cables and/or lines serve more than one (1) Lot, the Owner of each Lot served by said connections, cables and/or lines shall be entitled to the full use and enjoyment of such portions of same as service his Lot;

(d) In the event of a dispute between Owners respecting the repair or rebuilding of the aforesaid connections, cables and/or lines, or the sharing of the cost thereof, upon written request of one (1) of such Owners addressed to the Association, the matter shall be submitted to the Board who shall decide the dispute, and the decision of the Board shall be final and conclusive on the Owners;

(e) Easements over the Project for the installation and maintenance of electric and telephone lines, water, gas, drainage and sanitary sewer connections and facilities, and television antenna cables and facilities, all as shown on the recorded map of the Project and as may be hereafter required or needed to service the Project, are hereby reserved by Declarant, together with the right to grant and transfer the same; and

(f) Each Lot is granted to an Owner subject to easements for utility installation and maintenance, storm drains and other purposes, as shown on the recorded subdivision map(s) of the Project. Within these easements, no structure, landscaping or other material shall be placed or permitted to remain which may interfere with installation and maintenance of such facilities, or which may cause the damage or destruction thereof.

Section 9. Easements for Maintenance of the Common Area. There is hereby created and reserved a nonexclusive easement in favor of the Association for ingress, egress and access on, over and across all portions of the Project, as reasonably required by the Association to perform its maintenance obligations set forth in this Declaration. In the event it becomes necessary for the Association to enter upon any Lot for purposes of: (a) maintaining the Common Area; or (b) bringing an Owner and/or his Lot into compliance with this Declaration in accordance with the provisions set forth herein, the Association, and its duly authorized agents and employees, shall have the right, after reasonable notice to the Owner and at a reasonable hour of the day, to enter upon such Owner's Lot for the performance of

such work. Such entry shall be made with as little inconvenience to the Owner as is practicable, and in the event that any damage shall be proximately caused by such entry, the Association shall repair the same at its expense. Notwithstanding the foregoing, in the event of an emergency, such right of entry shall be immediate.

Section 10. Easements for Clustered Mailboxes. If necessary to comply with the various requirements of the County and the United States Postal Service, kiosk mailboxes may be installed on certain Lots within the Project. Easements are hereby created on and over the affected Lots in favor of all Owners and the United States Postal Service for delivery and deposit of mail.

Section 11. Easements Over Sidewalks. Declarant hereby covenants for itself, its successors and assigns, that each and every Owner, his tenants and invitees shall have nonexclusive reciprocal easements appurtenant on and over all sidewalks located on Lots within the Project for pedestrian access, use and enjoyment.

Section 12. Easements for Drainage. There are hereby created and reserved over each Lot in the Project easements for drainage according to the patterns for drainage created by the grading plans for the Project approved by the County, as well as according to the actual, natural and existing patterns for drainage. Each Owner covenants and agrees that he shall not obstruct or otherwise interfere with said drainage patterns of waters from adjacent Lots in the Project over his Lot, or, in the alternative, that in the event it is necessary and essential to alter said drainage pattern for the protection and use of his Lot, he will make adequate provisions for proper drainage.

Section 13. Easements for Construction and Sales. Declarant hereby reserves, for itself, for period of five (5) years from the recordation of this Declaration or until all Lots in the Project and the Annexation Property are sold (and escrows closed), whichever occurs first, nonexclusive easements for access, ingress and egress on and over the Project as necessary to construct the Improvements, and further reserves the exclusive right to carry on normal sales activity, including the operation of a models complex and sales office, and the display of promotional signs and exhibits in connection with the sale or lease of Lots in the Project and in the Annexation Property.

Section 14. Reservation of Construction Rights by Declarant. In order that the Project be completed and established as a planned development and/or custom lot development, nothing in this Declaration shall limit the right of Declarant to: (a) complete construction of any Improvements in the Project; (b) redesign or otherwise modify the Improvements owned by Declarant;

(c) construct such additional Improvements on any portion of the Project owned by Declarant; or (d) otherwise control all aspects of constructing the Project or marketing, selling or leasing of Lots in the Project. Furthermore, nothing in this Declaration shall limit the right of Declarant to establish additional licenses, easements and rights-of-way in favor of Declarant, utility companies or others as may, from time to time, be reasonably necessary for the development of the Project. The foregoing rights established and reserved by Declarant shall be subject only to the applicable regulations and requirements of the County and the DRE. The foregoing rights of Declarant may be assigned to any successor to all or part of Declarant's interest in the Project and the Annexation Property by an express assignment recorded with the County Recorder of Orange County.

Section 15. Title to the Common Area.

(a) Transfer of Title to Common Area. Declarant hereby covenants, for itself and its successors and assigns, that it will convey to the Association fee simple title to, or a nonexclusive easement in, the Common Area, free and clear of all liens and encumbrances, subject to the Covenants set forth in this Declaration or which are of record at the time of the conveyance. Declarant will similarly convey to the Association, from time to time, in fee simple or by easement, any Common Area located in the Annexation Property which is designated in this Declaration or in any Declaration of Annexation for conveyance to the Association.

(b) Completion of Common Area. In the event that Improvements proposed to be constructed on any portion of the Common Area so annexed to the Project have not been completed, as evidenced by a "Notice of Completion" recorded in the Official Records of Orange County, then the completion of such Improvements shall be assured in accordance with Section 11018.5 of the California Business and Professions Code, or any similar statute hereafter enacted.

(c) Commencement of Association Responsibilities. The Association's responsibility to maintain the Common Area conveyed by Declarant to the Association shall commence concurrently with the recordation of the grant deed conveying the Common Area or the Declaration of Annexation creating the Common Area, as the case might be. Notwithstanding the foregoing, the contractors or subcontractors of Declarant are contractually obligated to maintain the landscaping or other Improvements on the Common Area. The Association shall not interfere with the performance of such warranty or other contractual maintenance obligations. Maintenance performed by such contractors or subcontractors of Declarant shall not serve to postpone the commencement of Regular Assessments

pursuant to this Declaration, nor entitle an Owner to claim any offset or reduction in the amount of such Regular Assessments.

(d) Character of Improvements to Common Area. The nature, design, quality and quantity of all Improvements to the Common Area shall be determined by Declarant, in its sole discretion. The Association shall be obligated to accept title to the Common Area, and undertake all maintenance responsibilities for the Common Area when title is conveyed and maintenance responsibilities are tendered by Declarant, pursuant to subparagraphs (a) and (c) above.

(e) Disputes. In the event that a dispute arises between Declarant and the Association with respect to the nature, design, quality or quantity of the Improvements, or the acceptance of maintenance responsibilities therefor, the Association shall be obligated to accept title to the Common Area and undertake maintenance responsibilities pending resolution of the dispute by arbitration conducted within the County in accordance with the then existing rules for commercial arbitration of the American Arbitration Association. In the event of a demand for arbitration, Declarant shall remit any fee required to initiate the arbitration. However, the costs of arbitration, including attorneys' fees of the prevailing party, shall be borne in such proportions as the arbitration panel shall determine.

Section 16. Reservation of Common Area Easements. Declarant hereby reserves the right to grant nonexclusive easements over the Common Area in favor of Owners of any Annexation Property which is annexed to the Project pursuant to this Declaration, and, upon the recordation of a Declaration of Annexation affecting the Annexation Property, the Owners described in this Declaration shall automatically obtain nonexclusive easements over all Common Area which is a part of said Annexation Property.

Section 17. Reservation of Easement in Favor of Declarant. Declarant hereby expressly reserves for itself, for the benefit of its agents, employees and contractors, and for the benefit of its successors and assigns, a nonexclusive easement appurtenant to the Annexation Property on, over and across the Common Area for access, ingress, egress, use and enjoyment in order to develop, market, sell, lease or otherwise dispose of the Project, or any portion of the Annexation Property.

ARTICLE IV
YARD EASEMENTS

Section 1. Introduction. Certain Lots within the Project ("Affected Lots") will be benefited and/or burdened by a series of front yard, sideyard and rearyard easements ("Yard Easements"), which are more fully shown and explained on Exhibit "C" attached hereto and incorporated herein by this reference. The design is created by the reservation and establishment of permanent easements appurtenant to the Affected Lots ("Easement Areas"), as more particularly described hereinbelow. The rights and obligations of all Owners respecting the sideyard and rear-yard easements shall be as set forth herein. The ownership, use and maintenance rights and obligations with respect to the various walls and fences that delineate Affected Lots and Easement Areas shall be as set forth herein. Each Owner, by acceptance of a grant deed for the conveyance of his Lot, acknowledges that Exhibit "C" attached hereto represents depictions only of typical Easement Areas, and is intended to clarify the general relationship of the system of easements created herein. Exhibit "C" is not drafted precisely in accordance with the "as built" condition constructed by Declarant. Accordingly, in the event of a discrepancy between Exhibits "C" and the "as built" condition of the various fences and walls that delineate the Affected Lots and Easement Areas, the latter shall prevail. Similarly, in the event of any conflict between Exhibit "C" and the terms and provisions set forth in this Article, the latter shall prevail. A compilation of the Dominant and Servient Tenements, as defined below, shall be as set forth on Exhibit "D" attached hereto and incorporated herein by this reference.

Section 2. Definitions.

(a) "Affected Lots" shall mean those Lots within the Project which will be benefited ("Dominant Tenements") and/or burdened ("Servient Tenements") with perpetual easements appurtenant for certain landscaping, use, enjoyment and other purposes.

(b) "Dominant Tenement(s)" shall mean those Affected Lots which will be benefited by perpetual easements appurtenant thereto on, over and across other Affected Lots. Affected Lots which are designated as Dominant Tenements are listed on Exhibit "D" attached hereto.

(c) "Easement Areas" shall mean those areas listed on Exhibit "D" attached hereto which are created by the designation of the Dominant Tenements and Servient Tenements, and the resulting Easement Walls and Fences which are shown as typical on Exhibit "C" hereto.

(d) "Easement Walls and Fences" shall mean, collectively, (1) the structural wall of a Residence which is

located on the common boundary between a Dominant Tenement and a Servient Tenement, and (2) those Front Yard, Corner Lot and Party Fences installed by Declarant, in accordance with the general plan of development of the Project, which serve as boundaries of Easement Areas.

(e) "Servient Tenement(s)" shall mean those Affected Lots burdened by permanent easements appurtenant to and in favor of Affected Lots. Those Affected Lots which are designated as Servient Tenements are shown on Exhibit "C" hereto.

Section 3. Ownership of Easement Walls. Ownership of each Easement Wall shall be vested in the Owner of the Servient Tenement upon which the Easement Wall is located.

Section 4. Use and Maintenance of Easement Areas. Each Dominant Tenement Owner, subject to the restrictions set forth herein, shall have the right to use and enjoy the Easement Area, and shall have the right and responsibility to landscape and otherwise maintain the Easement Area appurtenant to his Lot in a neat, clean, safe, sanitary and attractive condition at all times, and shall bear all costs thereof. Said Dominant Tenement Owner shall not, however, plant any tree, shrub or other landscaping upon the Easement Area which would: (a) impair or otherwise threaten the structural integrity of any adjacent Residence; or (b) interfere with the Servient Tenement Owner's right of access, as more particularly set forth hereinbelow. Neither the Dominant Tenement Owner nor the Servient Tenement Owner shall construct, install or erect any Improvement upon any Easement Area, except as expressly permitted by the Architectural Control Committee. The Dominant Tenement Owner shall not have any right to use and enjoy the Easement Wall, and shall not drive any nail, screw or other object into the Easement Wall or Fence, or otherwise damage the appearance or structural integrity thereof.

Section 5. Servient Tenement Owner's Access Rights, Maintenance and Repair Obligations. The Servient Tenement Owner shall have the obligation to maintain and repair the Easement Wall, and shall have an easement for ingress, egress and access on, over and across the Easement Area and the Dominant Tenement Owner's Lot as may be reasonably necessary to allow the Servient Tenement Owner to paint, maintain and repair the Easement Wall and his Residence. Except in the case of a bona fide emergency, the Servient Tenement Owner shall give the Dominant Tenement Owner at least twenty-four (24) hours prior written notice of his intention to enter upon the Dominant Tenement Owner's Lot and the Easement Area, and shall perform all necessary work during reasonable daylight hours. In the event of an emergency, such entry may be made at any time and without notice. Under all circumstances, the Servient Tenement Owner shall use his best efforts

to minimize the duration of the work and the inconvenience to the Dominant Tenement Owner. In the event that the Servient Tenement Owner shall fail to maintain the Easement Wall, the Association, after Notice and Hearing, shall have the right, but not the obligation, to enter on Affected Lots and Easement Areas for the purpose of remedying the condition, and such Owner shall promptly reimburse the Association for the cost thereof. Such cost may be levied by the Board as a Compliance Assessment.

Section 6. Front Yard and Corner Lot Fences. For purposes of this Article, any fence in front of any Affected Lot which generally parallels the street and the Residence located thereon, or connects Residences on Affected Lots, or borders the sideyard of any Affected Lot situated on a private street corner, shall be referred to collectively as "Front Yard and Corner Lot Fences." Ownership of each Front Yard or Corner Lot Fence, or any portion thereof, shall be vested in the Dominant Tenement Owner.

Section 7. Maintenance of Front Yard and Corner Lot Fences. As a result of the configuration of the Affected Lots, Declarant has installed Front Yard and Corner Lot Fences which serve as boundaries of Easement Areas. Accordingly, each Dominant Tenement Owner shall be the owner of and shall maintain and perform all structural repairs to such Front Yard and Corner Lot Fences, shall maintain such Fences in a neat, clean, safe and attractive condition at all times, and shall bear all costs thereof. In the event that any Dominant Tenement Owner responsible for the maintenance of such Fences shall permit such Fences, or portions thereof, to fall into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, the Board, for and on behalf of the Association, and after affording the Dominant Tenement Owner Notice and Hearing, as provided in the By-Laws, shall have the right, but not the obligation, to correct such condition and to enter upon all Affected Lots for the purpose of correcting such condition. The Dominant Tenement Owner shall remain primarily responsible for all costs involved in such maintenance, and the Board may, after Notice and Hearing, levy a Compliance Assessment in the manner set forth in this Declaration.

The Dominant Tenement Owner shall maintain any and all Front Yard or Corner Lot Fences for which he is responsible in the uniform color scheme throughout the Project, as originally established by Declarant. No further construction, removal, alteration or other modification to the Front Yard or Corner Lot Fences may be made, or caused to be made, without the express approval of the Architectural Control Committee, in accordance with the provisions set forth in the Article contained herein entitled "Architectural Control - Approval."

Section 8. Party Fences. Those rearyard and/or side-yard fences which create the rearyard boundaries between two (2) Dominant Tenement Owners shall be referred to in this Article as "Party Fences." The respective Dominant Tenement Owners of each such Party Fence are hereby vested with co-ownership of such Party Fence. To the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and fences, and liability for property damage due to negligence or willful acts or omissions, shall apply thereto.

Section 9. Maintenance and Repair of Party Fences. The cost of reasonable repair and maintenance of Party Fences shall be shared equally by the respective Dominant Tenement Owners sharing such Party Fences. Such Fences shall be maintained in a neat, clean, safe and attractive condition at all times. Notwithstanding the foregoing, in the event any maintenance or repair is required to the Party Fence as a result of the negligence or willful acts or omissions of either Dominant Tenement Owner, such Owner shall bear all costs of such maintenance and repair. Each respective Dominant Tenement Owner shall have the exclusive right to use, and the obligation to maintain, the interior surfaces of the Party Fence facing his Residence. Neither Dominant Tenement Owner shall use any portion of the Party Fence so as to interfere with the use and enjoyment of the other Dominant Tenement Owner.

Section 10. Right of Contribution. The right of any Owner to contribution from any other Owner for work performed pursuant to this Article shall be appurtenant to and shall run with the land, and shall be binding upon the Owners and their successors, assigns and grantees.

Section 11. Indemnification by Dominant Tenement Owner. Each Dominant Tenement Owner shall indemnify and save the affected Servient Tenement Owner harmless from and against any and all liability arising out of or otherwise resulting from any negligent act or omission of the Dominant Tenement Owner relating to the exercise of its rights or the performance of its obligations hereunder.

Section 12. Indemnification by Servient Tenement Owner. Each Servient Tenement Owner shall indemnify and save the affected Dominant Tenement Owner harmless from and against any and all liability arising out of or otherwise resulting from any negligent act or omission of the Servient Tenement Owner relating to the exercise of its rights or the performance of its obligations hereunder.

ARTICLE V
THE ASSOCIATION

Section 1. Membership. Every person or entity who or which is an Owner as defined hereinabove shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest in a Lot in the Project merely as security for the performance of an obligation. All memberships in the Association shall be appurtenant to the Lot owned by each Member, and memberships in the Association shall not be assignable, except to the person or entity to whom the title to the Lot has been transferred, as provided in Section 5 hereinbelow. Ownership of such Lot shall be the sole qualification for membership in the Association. The memberships in the Association shall not be transferred, pledged or alienated in any way, except upon the transfer of title to said Lot, and then only to the purchaser or Mortgagee of such Lot. Any attempt to make a prohibited membership transfer shall be void and will not be reflected in the books of the Association.

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

Class A. Initially, Class A Members shall 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 (1) person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine among themselves, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Declarant and shall be entitled to three (3) votes for each Lot owned in the Project upon which Declarant is then paying the appropriate monthly Assessments provided for hereinbelow. The Class B membership shall cease as to each Phase and be converted to Class A membership upon the happening of either of the following events, whichever occurs earlier:

(a) The second anniversary of the original issuance of the most recently issued Final Subdivision Public Report for such Phase; or

(b) The fourth anniversary of the issuance of the original Final Subdivision Public Report for the first Phase of the Project.

Any action by the Association which must have the approval of the membership of the Association before being undertaken, shall require the vote or written assent of both a majority of the Class B membership as well as a majority of the Class A membership, so long as there are two (2) outstanding classes of membership, unless a specific provision of this Declaration or

the By-Laws or Articles of the Association requires the approval of a greater percentage of the voting membership. Notwithstanding the foregoing, any action by the Association pursuant to the Article contained herein entitled "Enforcement of Bonded Obligations" shall only require a majority of the voting power of the Owners, other than Declarant.

Section 3. Adjustment of Voting Rights. The voting rights in the Association shall be adjusted on the first day of the month immediately following the first close of an escrow for the sale of a Lot in a subsequent Phase of the Project.

Section 4. Vesting of Voting Rights. The voting rights attributable to any given Lot in the Project as provided for herein shall not vest until the Assessments provided for hereinbelow have been levied by the Association against said Lot.

Section 5. Suspension of Voting Rights. The Board shall have the authority to suspend the voting rights of any Member to vote at any meeting of the Members for any period during which such Owner is delinquent in the payment of any Assessment, regardless of type, it being understood that any suspension for nonpayment of any Assessment shall not constitute a waiver or discharge of the Member's obligation to pay the Assessments provided for in this Declaration.

Section 6. Transfer. The Association membership held by any Owner of a Lot shall not be transferred, pledged or alienated in any way, except as incidental to the sale of such Lot. In the event of such sale, the Association membership may only be transferred, pledged or alienated to the bona fide purchaser or purchasers of the Lot, or to the Mortgagee (or third party purchaser) of such Lot upon a foreclosure sale. Any attempt to make a prohibited transfer is void and will not be reflected upon the books and records of the Association. The Association may levy a reasonable transfer fee against new Owners and their Lots (which fee shall be a Compliance Assessment chargeable to such new Owner) to reimburse the Association for the actual administrative cost of transferring the memberships to the new Owners on the records of the Association.

Section 7. Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time for each meeting. Every proxy shall be revocable and shall automatically terminate upon the earliest of the following: (a) the conveyance by the Owner of his Lot; (b) the date of automatic termination, if any, specified in the proxy, but not to exceed three (3) years from the date of issuance of the proxy; or (c) eleven (11) months from the date of issuance of the proxy, if no automatic termination date is specified in the proxy. Any form of proxy or written ballot distributed to the membership of the Association shall afford an Owner the opportunity to specify a

choice between approval and disapproval of each matter or group of matters to be acted upon at the meeting for which said proxy was distributed, except it shall not be mandatory that a candidate for election to the Board be named in the proxy or written ballot. The proxy or written ballot shall provide that, where the Owner specifies a choice, the vote shall be cast in accordance with that choice. In addition, the proxy shall also identify the person or persons authorized to exercise the proxy and the length of time it shall be valid.

Section 8. Delegate Voting. All Lots in the Project subject to this Declaration and to the jurisdiction of the Association constitute a Delegate District (hereinafter referred to as "Delegate District No. 23") to the Community Association. The Members of the Association shall elect a Delegate (and an Alternate Delegate) to represent the Delegate District. The election of said representatives shall be in accordance with the procedure set forth herein and in the By-Laws of the Community Association. The Delegate (and Alternate Delegate) shall represent the Members of the Association at meetings of the Community Association. The Delegate (and Alternate Delegate) shall have all of the rights and responsibilities as more particularly set forth in the Community Declaration. The allocation of votes shall be determined by the Members of the Association, and the Delegates shall cast the votes on behalf of this Delegate District in accordance with the provisions of Article IV of the Community Declaration.

ARTICLE VI

POWERS AND DUTIES OF THE ASSOCIATION

Section 1. Management Body. The Association is hereby designated as the management body of the Project. The Members of the Association shall be the Owners in the Project, as provided herein, and the affairs of the Association shall be managed by a Board of Directors, as more particularly set forth in the By-Laws. The initial Directors shall be appointed as set forth in Article IV of the Articles. Thereafter, the Board shall be elected as provided in said By-Laws.

Section 2. Powers. The Board, for and on behalf of the Association, shall have the right and power to do all things necessary to conduct, manage and control the affairs and business of the Association. Subject to the provisions of the Articles, the By-Laws and this Declaration, the Board shall have all general powers authorized under the California Corporations Code for nonprofit, mutual benefit corporations, and shall have the following specific powers:

- (a) Enforce the provisions of this Declaration and all contracts or any agreements to which the Association is a party;

(b) Acquire title, manage, maintain, repair and replace all Common Area and Improvements located thereon, including all personal property, in a neat, clean, safe and attractive condition at all times, and to pay all utilities, gardening and other necessary services for the Common Area, all as more specifically set forth in the Article herein entitled "Repair and Maintenance";

(c) Maintain fire, casualty, liability and worker's compensation coverage, fidelity bond coverage and other insurance coverage pursuant to the terms of that Article herein entitled "Insurance";

(d) Obtain, for the benefit of the Common Area, if necessary, all commonly metered water, gas and electric services, and may provide for refuse collection and cable (or master antenna) television service;

(e) Grant easements or licenses, where necessary, for utilities and sewer facilities over, on and across the Common Area to serve the Project to any public agency, governmental entity or utility for purposes consistent with the use and enjoyment of the Common Area;

(f) Grant nonexclusive easements over the Common Area in favor of the Community Association, if necessary, for the express purpose of permitting the Community Association to perform its maintenance responsibilities, if any, pursuant to the Community Declaration;

(g) Pay all taxes and special assessments which would be a lien upon the entire Project or the Common Area, and to discharge any lien or encumbrance levied against the entire Project or the Common Area;

(h) Levy and collect Assessments on the Owners of all Lots in the Project in which Assessments have commenced, and enforce payment of such Assessments in accordance with the terms and provisions set forth in the Article herein entitled "Effect of Nonpayment of Assessments: Remedies of the Association";

(i) Pay for reconstruction of any portion of the Common Area damaged or destroyed;

(j) Employ and retain a professional manager and/or management company to perform all or any portion of the duties and responsibilities of the Board with respect to administration of the Association;

(k) Retain, if deemed appropriate by the Board, and pay for legal and accounting services necessary and proper for the efficient operation of the Association, enforcement of this Declaration, Rules and Regulations and Architectural Standards, or in performing any other duties or enforcing any other rights of the Association;

(l) Enter into any Lot when necessary in connection with maintenance or construction for which the Association is responsible;

(m) Contract with Declarant, its successors or assigns, for the purpose of entry into a maintenance and/or subsidy agreement between Declarant and the Association for the purpose of reducing the financial obligations of Owners in the Project;

(n) Purchase such other labor, services, materials, supplies and the like, as needed for the proper maintenance of the Common Area and/or proper operation of the Association;

(o) Adopt reasonable Rules and Regulations concerning the maintenance, improvement, use and/or occupancy of any portion of the Project; and

(p) Perform any and all other acts and things that a nonprofit, mutual benefit corporation organized under the laws of the State of California is empowered to do, which may be necessary, convenient or appropriate in the administration of its affairs for the specific purposes of meeting its duties as set forth in this Declaration.

Section 3. Duties. Notwithstanding the Association's obligations, as more specifically set forth in the Article herein entitled "Repair and Maintenance," the Board shall perform and execute the following duties for and on behalf of the Association:

(a) Own, maintain and operate the Common Area for the common use and benefit of all Owners in the Project;

(b) Provide, water, sewer, gas, electricity, garbage and trash collection, and other necessary utility services for the Common Area;

(c) Provide insurance for the Association and its Members in accordance with the provisions of the Article hereinbelow entitled "Insurance";

(d) In addition to all other provisions set forth herein respecting the maintenance of the Common Area, maintain all private on-site sewers, storm drains, sidewalk and Common Area lighting facilities in a condition comparable to the condition initially approved by the County;

(e) Maintain and repair all portions of the Common Area in a neat, clean, safe, attractive, sanitary and orderly condition at all times. In the event any maintenance or repairs to the Common Area are required due to the willful or negligent acts or omissions of an Owner or Owners, the Association shall levy the cost of such maintenance and repair as a Compliance Assessment against the responsible Owner(s). The Declarant will install driveways on each Lot

and fencing material separating individual Lots; however, the Association's maintenance obligations do not include said items, rather, maintenance and repair shall be the sole responsibility of the respective Owner as set forth herein;

(f) In addition to all other provisions set forth herein respecting the maintenance of the Common Area, maintain all private streets, private sewers, trails, storm drains, sidewalk and Common Area lighting facilities, in a condition comparable to the condition initially approved by the County;

(g) Pay all real and personal property taxes and Assessments which the Association is required to pay for pursuant to the terms and provisions of this Declaration or by law, unless separately assessed to Owners; provided, however, that it shall be the obligation of each Owner to pay his respective share of the tax assessment levied on the Project prior to separate assessments by the Tax Assessor pursuant to the applicable provisions of the California Revenue and Taxation Code;

(h) Contract for any other material, supplies, furniture, labor, services, maintenance, repairs, structural alterations and insurance which the Association is required to pay for pursuant to the terms and provisions of this Declaration or by law;

(i) Cause financial statements for the Association to be regularly prepared and copies distributed to each Member of the Association, regardless of the number of Members or the amount of assets of the Association:

(1) A pro forma operating statement (budget) for each fiscal year shall be distributed not less than forty-five (45) days nor more than sixty (60) days prior to the beginning of the fiscal year, and shall contain the following information:

(i) An itemized estimate of the Association's revenue and expenses, determined on an accrual basis;

(ii) The amount of the total cash reserves of the Association which are then currently available for the major repair or replacement of Common Area Improvements and for other contingencies;

(iii) An itemized estimate of the remaining useful life of the Common Area Improvements, together with an explanation of the methods of funding being utilized by the Association to defray the costs of future repairs, replacements or additions to the Common Area Improvements; and

(iv) A general statement setting forth the procedures utilized by the Association to calculate and establish reserves to defray the costs of future repairs, replacements or additions to the Common Area Improvements.

(2) A balance sheet as of an accounting date which is the last day of the month closest in time to six (6) months from the date of closing for the first sale of a Lot, and an operating statement for the period from the date of the first closing to the said accounting date, shall be distributed within sixty (60) days after the accounting date. This operating statement shall include a schedule of Assessments received, and receivable, identified by the number of the Lot and the name of the person or entity assessed;

(3) An annual report consisting of the following shall be distributed within one hundred twenty (120) days after the close of the fiscal year:

(i) A balance sheet as of the last day of the Association's fiscal year;

(ii) An operating (income) statement for the fiscal year;

(iii) A statement of changes in financial position for the fiscal year; and

(iv) Any information required to be reported pursuant to Section 8322 of the California Corporations Code, as same may be amended from time to time.

This annual report shall ordinarily be prepared by a licensee of the California Board of Accountancy, in accordance with generally accepted accounting principles, for any fiscal year in which the gross income of the Association exceeds Seventy-Five Thousand Dollars (\$75,000.00). However, if for any reason the report is not prepared by a licensee of the California Board of Accountancy, it shall be accompanied by the certificate of an authorized officer of the Association that the statements were prepared without audit from the books and records of the Association;

(4) A statement of the Association's policies and practices in enforcing its remedies against Members for nonpayment of Assessments, as set forth in the Article herein entitled "Effect of Nonpayment of Assessments: Remedies of the Association," which shall be distributed within sixty (60) days prior to the beginning of the fiscal year; and

(5) The Board shall review, on a quarterly basis, unless otherwise stated, the following:

(i) A current reconciliation of the Association's operating accounts;

(ii) A current reconciliation of amounts collected as reserves;

(iii) The current year's actual amounts collected as reserves and expenses compared to the then current year's budget;

(iv) An income and expense statement for the Association's operating and reserve accounts; and

(v) The most current statements of account prepared by the financial institutions where the Association maintains its operating and reserve accounts.

Withdrawal of funds from the Association's reserve account shall require the signature of either: (i) two (2) members of the Board; or (ii) one (1) member of the Board and an officer of the Association who is not also a member of its Board. As used in this Section "reserve accounts" means moneys that the Board has identified from its annual budget for use to defray the future repair or replacement of, or additions to, those major components which the Association is obligated to maintain.

(j) Assume and pay out of the Assessments provided for hereinbelow all costs and expenses incurred by the Association in connection with the performance and execution of all of the aforesaid powers and duties, and any other powers and duties the Association may assume as provided for in Section 4 hereinbelow;

(k) Formulate, adopt and enforce such Rules and Regulations as it may deem proper for the operation of the Common Area, as more particularly described in Section 13 below;

(l) Enforce all applicable provisions of this Declaration, the Articles, By-Laws and such Rules and Regulations of the Association, and of all other documents pertaining to the ownership, use, management and control of the Project;

(m) Give notices in writing to the Federal Home Loan Mortgage Corporation (FHLMC), the Federal National Mortgage Association (FNMA) and the Government National Mortgage Association (GNMA), and other lenders and investors participating in the financing of the sale of Lots in the Project, as required herein;

(n) Within ten (10) days of the mailing or delivery of a written request from an Owner, provide said Owner with a copy of this Declaration and the By-Laws and Articles for the Association, together with a true statement in writing as to the amount of any delinquent Assessments, penalties, attorneys' fees and other charges therein as provided by this Declaration or other management documents of the Board as of the date of such request. The Board may impose a fee for providing the foregoing, but in no event shall the fee exceed the reasonable cost to prepare and reproduce the requested documents. In addition, the Board shall make available, during normal working business hours, upon request under reasonable circumstance, to any prospective purchaser of a Lot, any Owner of a Lot, any first Mortgagee and the holder(s), insurer(s) and guarantor(s) of a first Mortgage of any Lot, current copies of this Declaration, the Articles, the By-Laws, the Rules and Regulations governing the Lot, the membership register, including mailing addresses and telephone numbers, and all of the books, records and financing statements of the Association; and

(o) Elect the officers of the Association and fill any vacancies on the Board, except if such vacancy is created by the removal of a Director.

Section 4. Discretionary Powers. The Board, at its option, may assume, perform and execute the following powers and duties for and on behalf of the Association:

(a) Retain the services of a manager for the Project and provide such other personnel as the Association deems necessary and proper to assist in the operation of the Association and/or management of the Common Area, regardless of whether such other personnel are employed directly by the Association or otherwise;

(b) Remove or replace any Improvement that extends into the Common Area under authority of an easement when access to a utility line underneath such Improvement is requested by any utility company; provided, however, that the cost shall be assessed against the Owner of the Lot involved as a Compliance Assessment if said Owner caused the Improvement to be so placed in the Common Area without legal right to do so;

(c) Incur any liability or pay any costs or expenses for a single Lot or Owner thereof; provided, however, that in the event the Association does incur any such liability or pay any such costs or expenses, the amount thereof shall be specially assessed to the Owner of such Lot as a Compliance Assessment; provided further, however, that nothing herein shall permit the Association to assess the

Owners for any new Improvements to the Common Area except as otherwise provided in this Declaration;

(d) Subject to the limitations set forth in this Article, contract for any other material, furniture, labor, services, maintenance, repairs, structural alterations or insurance, or pay any taxes or Assessments which, in the opinion of the Board, shall be necessary or proper for the operation of the Common Area for the benefit of the Owners or for the enforcement of this Declaration; and

(e) Enter into a maintenance or subsidy agreement with Declarant for the purpose of reducing the financial obligation of Owners in the Project.

Section 5. Notification by Association of Defects.

The Board agrees that in the event of any alleged defect in any improved Common Area for which the Association alleges that Declarant may be responsible, the Board will provide Declarant with written notice of such defect and will grant Declarant a reasonable opportunity to repair, replace or otherwise cure such defect. The Association agrees that Declarant, or its authorized agents, and not the Association, shall determine the material and methods to be used in effecting such repair, replacement or cure. In accordance with the condition described in the preceding sentence, the Association agrees to provide Declarant, or its authorized agents, a reasonable opportunity to repair or replace any defective material or workmanship upon the Association's discovery of the same.

Section 6. Repair of Willful Damage to Common Area.

Notwithstanding the Association's duty to maintain the Common Area, in the event that the maintenance, repair or replacement of any element of the Common Area becomes necessary due to the willful or negligent acts or omissions of any Owner, his family, guests or invitees, after prior Notice and Hearing, the Board shall assess the cost of such maintenance, repair and/or replacement as a Compliance Assessment against the Lot owned by such Owner.

Section 7. Limitations on Contracts. Except as otherwise provided herein, no contract entered into by the Association, or the Board acting for and on behalf of the Association, may run for a term longer than one (1) year, except with the vote or written assent of a majority of the voting power of the Association and a majority of the votes residing in Members, other than the Declarant.

Section 8. Delegation of Duties. In the event that the Association shall delegate any or all of its duties, powers or functions to any person, corporation or firm to act as manager, neither the Association nor the members of its Board shall

be liable for any omission or improper exercise by the manager of any such duty, power or function so delegated.

Section 9. Right of Entry for Emergency. The Board, any person authorized by the Board or any Owner may enter any Lot in the event of any emergency involving illness or potential danger to life or property. Such entry shall be made with as little inconvenience to the Owner as is practicable, and in the event that any damage shall be proximately caused by or result from said entry, the Association shall repair the same at its expense.

Section 10. Right of Entry for Repairs. The Board, or any person authorized by the Board, shall have the right to enter, upon reasonable notice, any Lot to effect necessary repairs which the Owner has failed to perform or which are necessary in connection with the repairs to the Common Area or an adjoining Lot. Such entry shall be made with as little inconvenience to the Owner as is practicable, and in the event that any damage shall be proximately caused by or result from said entry, the Association shall repair the same at its expense.

Section 11. Limitations on Board Action. The Board shall be prohibited from taking any of the following actions, except with the vote or written assent of a majority of the voting power of the Association and a majority of the votes residing in Members, other than the Declarant:

(a) Entering into a contract with a third person, wherein the third person will furnish goods or services for the Common Area or the Association for a term longer than one (1) year, with the following exceptions:

(1) A management contract, the terms of which have been approved by the Veterans Administration or Federal Housing Administration;

(2) A contract with a public utility company if the rates charged for the materials or services are regulated by the Public Utilities Commission; provided, however, that the term of the contract shall not exceed the shortest term for which the supplier will contract at the regulated rate;

(3) Prepaid casualty and/or liability insurance policies of not to exceed three (3) years duration, provided that the policy permits for short-rate cancellation by the insured;

(4) Agreements for cable television services and equipment, or satellite dish television services and equipment, of not to exceed five (5) years duration, provided that the lessor under the agreement is not an entity in which Declarant has a direct or indirect interest of ten percent (10%) or more; and

(5) Agreements for sale or lease of burglar alarm and fire alarm equipment, installation and services of not to exceed five (5) years duration, provided that the supplier or suppliers are not entities in which the Declarant has a direct or indirect ownership interest of ten percent (10%) or more.

(b) Incurring aggregate expenditures for capital improvements to the Common Area in any fiscal year in excess of five percent (5%) of the budgeted gross expenses of the Association for that fiscal year;

(c) Selling during any fiscal year property of the Association having an aggregate fair market value greater than five percent (5%) of the budgeted gross expenses of the Association for that fiscal year;

(d) Paying compensation to Directors or to officers of the Association for services performed in the conduct of the Association's business; provided, however, that the Board may cause a Director or officer to be reimbursed for expenses incurred in carrying on the business of the Association; or

(e) Filling a vacancy on the Board created by the removal of a Director.

Section 12. Licenses, Easements and Rights of Way. The Board, for and on behalf of the Association, is authorized and empowered to grant such licenses, easements and rights-of-way for sewer lines, water lines, underground conduits, storm drains and other public utility purposes over those portions of the Common Area upon which no building or other structure has been erected as may be necessary and appropriate for the orderly maintenance, preservation and enjoyment of the Common Area or for the preservation of the health, safety, convenience and welfare of the Owners. Such licenses, easements and rights-of-way may be granted at any time prior to twenty-one (21) years after the death of the individuals who have signed this Declaration and their issue who are in being as of the date hereof, and the right to grant such licenses, easements and rights-of-way is hereby expressly reserved.

Section 13. New Improvements. Except as otherwise provided in this Declaration, the Association may construct new improvements or additions to the Common Area, or demolish existing Improvements, provided that in the case of any Improvement, addition or demolition involving a total expenditure in excess of five percent (5%) of the budgeted gross expenses of the Association for that fiscal year, the written consent or vote of a majority of the Owners (other than the Declarant) in the Project as to the maximum total cost therefor shall first be obtained, and provided that no Lot shall be altered or damaged by any such

demolition or construction without the consent of the Owner thereof. The Board shall levy a Special Assessment on all Owners in the Project for the cost of such work.

Section 14. Association Rules and Regulations. The Board shall also have the power to adopt, amend and repeal Rules and Regulations, as it deems reasonable, which may include the establishment of a system of fines and penalties enforceable as Compliance Assessments. The Rules and Regulations shall govern such matters in furtherance of the purposes of the Association, including, without limitation, the use of the Common Area, signs, parking restrictions and enforcement, trash collection, minimum standards for maintenance of Lots consistent with such standards as may be set forth in this Declaration or adopted by the Architectural Control Committee, and any other matter which is within the jurisdiction of the Association; provided, however, that the Rules and Regulations may not discriminate among Owners and shall not be inconsistent with the Community Management Documents, this Declaration, the Articles or By-Laws. A copy of the Rules and Regulations as they may, from time to time, be adopted, amended or repealed, or a notice setting forth the adoption, amendment or repeal of specific portions of the Rules and Regulations, shall be delivered to each Owner. The Rules and Regulations shall have the same force and effect as if they were set forth in and were part of this Declaration, and shall be binding on the Owners and their successors in interest, whether or not actually received thereby. The Rules and Regulations, as adopted, amended or repealed, shall be available at the principal office of the Association to each Owner upon request. In the event of any conflict between any such Rules and Regulations and any other provisions of the Community Management Documents, this Declaration, or the Articles or By-Laws, the provisions of the Rules and Regulations shall be deemed to be superseded. Further, in the event of any conflict between any Rules and Regulations adopted by the Community Association and the Association, respectively, the Rules and Regulations of the Community Association shall control.

ARTICLE VII
ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Project, hereby covenant, and each Owner of a Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (a) Regular Assessments; (b) Special Assessments for capital improvements and such other purposes set forth herein; (c) Compliance Assessments, including, but not limited to, costs incurred by the Association in the repair of damage to the Common Area for which such Owner was responsible and costs incurred by the Association in bringing such Owner and his Lot into compliance with this Declaration; and (d) such other assessments as the Association may periodically establish. The Regular and Special Assessments, together with interest, costs and reasonable attorneys' fees for the collection thereof, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made. Each Regular Assessment and each Special Assessment, together with interest, costs and reasonable attorneys' fees for the collection thereof, shall also be the personal obligation of the Owner of such property at the time when the Assessment fell due. Each Compliance Assessment levied against an Owner, together with interest, costs and reasonable attorneys' fees for the collection thereof, shall be the personal obligation of the Owner of the property at the time of the Assessment. The personal obligation for delinquent Compliance Assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

Section 2. Purpose of Regular Assessments: Levy and Collection. The Regular Assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of all Owners in the Project, and to maintain and improve the Common Area. The Association, by and through the Board, shall levy and collect Assessments from the Owner of each Lot in the Project in an amount sufficient to cover all of the Common Expenses incurred by the Association in connection with the performance and execution of its powers and duties set forth in this Declaration, the By-Laws and the Articles. Regular Assessments shall be collected on a monthly installment basis.

Section 3. Regular Assessments - Basis. Regular Assessments payable to the Association shall be assessed equally against all Owners of Lots. Each Owner's proportionate share of the Regular Assessments shall be a fraction, the numerator of which shall be the number of Lots owned by such Owner, and the denominator of which shall be the total number of Lots in the Project which are subject to assessment. Until the first day of

the fiscal year immediately following the close of escrow for the sale of the first Lot in the Project to an Owner, the maximum total Regular Assessment shall be as set forth in the cumulative Association budget reviewed and approved by the DRE. Regular Assessments may be increased as follows:

(a) Subject to the limitations of California Civil Code Section 1366, as same may be amended, from time to time, from and after the first day of the fiscal year immediately following the conveyance of the first Lot to an Owner, the maximum Regular Assessment may not be increased each fiscal year by more than twenty percent (20%) above the maximum Regular Assessment for the previous year without the vote or written assent of the majority of those Owners constituting a quorum (which shall mean more than fifty percent [50%] of Owners of the Association) in attendance at a duly called meeting or election of the Association conducted in accordance with Sections 7510, et seq., and 7613 of the Corporations Code.

(b) The limitation set forth above does not apply to increases in Assessments related to emergency situations, which shall be deemed to include the following:

(1) Extraordinary expenses required by an order by a court of competent jurisdiction;

(2) Extraordinary expenses for the maintenance or repair of Common Area that is necessary to remedy any dangerous condition in the Project that represents a threat of damage or injury to any person or property; and

(3) Extraordinary expenses necessary to repair or maintain the Common Area that could not have been reasonably anticipated by the Board at the time the most recent Association budget was prepared.

Notwithstanding the foregoing, in the event that the Board increases the Regular Assessment above twenty percent (20%) pursuant to this Section, the Board shall distribute written notice concerning said increase to all Owners and a copy of a resolution adopted by the Board setting forth: (1) the necessity of the extraordinary expenses; and (2) the justification why said expenses were not reasonably foreseeable at the time the most recent budget was prepared.

The Board may fix the Regular Assessment at an amount not in excess of the maximum Regular Assessment. So long as Declarant is offering Lots for sale pursuant to a Final Subdivision Public Report, the Regular Assessment may not be decreased by ten percent (10%) or more without the express prior written consent of the Declarant and the DRE. The Association may, upon ratification

by a majority of the Board, enter into an agreement with Declarant, its successors or assigns, to reduce or abate Assessments, upon such terms and conditions as may be agreed to by the parties.

Section 4. Special Assessments for Capital Improvements. In any fiscal year the Board may not, subject to the limitations of California Civil Code Section 1366, as same may be amended, from time to time, without the vote or written assent of a majority of those Owners constituting a quorum (which shall mean more than fifty percent [50%] of Owners of the Association) in attendance at a duly called meeting or election of the Association, conducted in accordance with Sections 7510, et seq., and 7613 of the Corporations Code, levy Special Assessments to defray the costs of any action or undertaking on behalf of the Association which, in the aggregate, exceed five percent (5%) of the budgeted gross expenses of the Association for that fiscal year. Every Special Assessment shall be levied upon the same basis as that prescribed for the levying of regular Regular Assessments. The five percent (5%) limitation shall not apply to increases in Special Assessments related to an emergency situation which shall be deemed to include the following:

- (a) Extraordinary expenses required by an order by a court of competent jurisdiction;
- (b) Extraordinary expenses for the maintenance or repair of Common Area that is necessary to remedy any dangerous condition in the Project that represents a threat of damage or injury to any person or property; and
- (c) Extraordinary expenses necessary to repair or maintain the Common Area that could not have been reasonably anticipated by the Board at the time the most recent Association budget was prepared.

Notwithstanding the foregoing, in the event the Board levies any Special Assessment that exceeds the five percent (5%) limitation pursuant to this Section, the Board shall distribute written notice concerning said Special Assessment to all Owners and a copy of a resolution adopted by the Board setting forth: (a) the necessity of said Special Assessment; and (b) the justification why said Special Assessment was not reasonably foreseeable at the time the most recent budget was prepared.

Section 5. Compliance Assessments. A Compliance Assessment may not be characterized nor treated as an assessment which may be a lien against an Owner's Lot which would be enforceable by a sale in accordance with the provisions of Sections 2924, 2924(b) and 2924(c) of the California Civil Code.

Section 6. Obligation for Payment of Community Association Assessments. The Assessments levied by the Community Association are in addition to any Assessments imposed by the

Association. The Community Association may levy Assessments against each Owner and his respective Lot in the Project as set forth in the Community Declaration.

Section 7. Date of Commencement of Regular Assessments: Due Dates. The Regular Assessments provided for herein shall commence as to all Lots within each Phase of the Project on the first day of the month following: (a) the first conveyance of any Lot to a bona fide purchaser; or (b) the conveyance of the Common Area in such Phase to the Association, whichever shall first occur. The first Regular Assessments shall be adjusted according to the number of months remaining in the fiscal year as set forth in the By-Laws. The Board shall fix the amount of the Regular Assessment against each Lot at least thirty (30) days in advance of each Regular Assessment period. Written notice of the Regular Assessment shall be sent to every Owner subject thereto at least thirty (30) days in advance of each Assessment period. All installments of Regular Assessments shall be collected in advance on a regular basis by the Board, or its authorized agent, at such frequency and on such due dates as the Board shall determine, from time to time.

Section 8. Certification of Payment. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer or agent of the Association setting forth whether the Assessments on a specified Lot have been paid. If a certificate states that Assessments have been paid, such certificate shall be conclusive evidence of such payment.

Section 9. Reserves. The Regular Assessments shall include reasonable amounts, as determined by the Board, collected as reserves for the future periodic maintenance, repair and replacement of all or a portion of the Common Area, or any such other purpose determined by the Board. All amounts collected as reserves shall be deposited by the Board in a separate bank account for the purposes for which they were collected, and are to be segregated from and not commingled with any other funds of the Association.

Section 10. Offsets and Waiver Prohibited. No Owner may waive or otherwise avoid liability for the Assessments provided for herein for any reason whatsoever, including, but not limited to, non-use of the Common Area or abandonment of his Lot, nor shall any Owner be entitled to any offset against any Assessment provided for herein for any reason whatsoever, including, but not limited to, any expenditure made by such Owner for or on behalf of the Association.

Section 11. Exempt Property. The following property subject to this Declaration shall be exempt from the Assessments herein:

(a) All property dedicated to and accepted by any public authority;

(b) All property owned by a charitable or non-profit 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 Assessment; and

(c) All Common Area.

ARTICLE VIII

EFFECT OF NONPAYMENT OF ASSESSMENTS:

REMEDIES OF THE ASSOCIATION

Section 1. Effect of Nonpayment of Assessments: Remedies of the Association. Any installment of a Regular, Special or Compliance Assessment not paid within fifteen (15) days after it is due and payable, shall be deemed delinquent and the Owner shall be required to pay: (a) reasonable costs of collection, including reasonable attorneys' fees; (b) a reasonable late charge not exceeding ten percent (10%) of the delinquent Assessment or Ten Dollar (\$10.00), whichever is greater, or as may, from time to time, be established by the Board in accordance with California law; and (c) interest on all sums imposed under this Section at an annual percentage rate not to exceed twelve percent (12%), commencing thirty (30) days after the Assessment was due. The Board, for and on behalf of the Association, may commence legal action against the Owner personally obligated to pay the same, or, in the case of a Regular or Special Assessment, may foreclose the lien against his Lot. Such lien may also be foreclosed by a power of sale or other nonjudicial procedure provided for by the laws of the State of California. In furtherance thereof, each Owner hereby vests in the Association, its successors or assigns, the right and power to bring all actions at law or to pursue lien foreclosure against any Owner for purposes of collecting such Delinquent Assessments.

Section 2. Notice of Delinquent Assessments. No action shall be brought to foreclose a lien for delinquent Assessments, or to proceed under the power of sale herein, unless at least thirty (30) days has expired following the date a Notice of Delinquent Assessments 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 of Orange County. Said Notice of Delinquent Assessments must recite the name and street address of the record Owner, a good and sufficient legal description of any such Lot, the amount claimed (which may, at the Association's option, include reasonable late charges as may, from time to time, be established by the Board in accordance with California

law, interest on the unpaid Assessment, plus reasonable attorneys' fees and expenses of collection incurred in connection with the debt secured by said lien), and the name and address of the principal office of the Association, and, in the event of a non-judicial foreclosure, as provided in Section 3 below, the name and address of the trustee authorized by the Association to enforce the lien by sale. The Notice shall be signed and acknowledged by the President, or Vice President, and the Secretary, or assistant Secretary, of the Association. The lien shall continue until fully paid or otherwise satisfied.

Section 3. Foreclosure Sale. Any foreclosure sale provided for above is to be conducted by the Board, its attorney or other persons authorized by the Board in accordance with the provisions of Sections 2924, 2924a, 2924b and 2924c of the California Civil Code, and any amendments thereto, applicable to the exercise of powers of sale in Mortgages and deeds of trust, or in any other manner permitted by law. The Association, through duly authorized agents, shall have the power to bid on the Lot at a foreclosure sale, and to acquire, hold, lease, mortgage and convey the same. Any Owner, by acceptance of a deed for his Lot, hereby expressly waives any objection to the enforcement and foreclosure of the lien in this manner.

Section 4. Curing of Default. Upon the timely curing of any default for which a Notice of Delinquent Assessments or lien was filed by the Association, the officers thereof 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.

Section 5. Cumulative Remedies. The Association's remedies for nonpayment of Assessments, including, but not limited to, an action to recover a money judgment, Assessment lien and right of foreclosure and sale, are cumulative and in addition to and not in substitution of any other rights and remedies which the Association and its assigns may have hereunder or at law.

Section 6. Mortgagee Protection. Notwithstanding all other provisions hereof, no lien created hereunder, nor any breach of the terms and provisions of this Declaration, nor the enforcement of any term or provision hereof, shall defeat or render invalid the rights of any Mortgagee under any recorded first Mortgage or deed of trust upon a Lot made in good faith and for value; provided, that after such Mortgagee or other person or entity obtains title to such Lot by judicial or nonjudicial foreclosure, such Lot shall remain subject to this Declaration and the payment of Assessments which fall due subsequent to the date of taking title.

ARTICLE IX
USE RESTRICTIONS

Subject to the exemptions of Declarant set forth herein, all real property within the Project shall be held, occupied, used and enjoyed, subject to the following restrictions:

Section 1. General Restrictions Under the Community Declaration. Without limiting the application and effect of the Community Declaration upon the Project, the Project is and shall be subject to the "General Restrictions" set forth in Article X of the Community Declaration, and to the Use Restrictions set forth in this Article. To the extent the following provisions are more restrictive than the provisions of the General Restrictions set forth in the Community Declaration, the following provisions shall control; provided, however, if any of the following provisions contradict any of the provisions of the General Restrictions, the latter shall control.

Section 2. Private Residential Dwelling. Each Lot shall be used as a private residential dwelling and for no other purpose, except such temporary uses as shall be permitted by Declarant while the Project is being developed and Lots are being sold by Declarant; provided, however, that Declarant reserves the right, for a period of five (5) years from recordation hereof or until all Lots in the Project are sold (and escrows closed), whichever shall first occur, to carry on normal sales activity on the Project, including the operation of models and sales offices, provided Declarant shall not unreasonably interfere with any other Owner's use of the Common Area.

Section 3. Common Area Use. Use of the Common Area shall be subject to the provisions of this Declaration, the Rules and Regulations and to any additional limitations imposed by the Association.

Section 4. Conduct Affecting Insurance. Nothing shall be done or kept in any Lot or in the Common Area which will increase the rate of insurance on the Common Area without the approval of the Association. No Owner shall permit anything to be done or kept in his Lot or in the Common Area which will result in the cancellation of insurance on the Common Area or which would be in violation of any law. If, by reason of the occupancy or use of said premises by the Owner, the rate of insurance to the Common Area shall be increased, the Owner shall become personally liable for the additional insurance premiums.

Section 5. Liability for Damage to the Common Area. Each Owner shall be liable to the Association, pursuant to the laws of the State of California, for any and all costs and expenses which may be incurred by the Association to repair any damage to the Common Area which may be sustained by reason of the

negligence or willful misconduct of said Owner or of his family, tenants, lessees or contract purchasers, or their respective guests or invitees, whether minor or adult. After approval by a majority of the Board, any such costs and expenses shall be levied by the Board as a Compliance Assessment against such Owner's Lot.

Section 6. Signs. Subject to the provisions of California Civil Code, Sections 712 and 713, as same may be amended from time to time, no sign of any kind shall be displayed to the public view on or from any Lot or the Common Area without the approval of the Association, except such signs as may be used by Declarant for a period of five (5) years from recordation hereof in connection with the development of the Project and sale of Lots, and except one (1) "for sale," "for lease" or "for exchange" sign of reasonable size (but not exceeding six [6] square feet) on any Lot. All signs permitted under this Section shall conform with the County's sign ordinance, if any, and with all applicable governmental regulations.

Section 7. Maintenance of Animals. No animals of any kind shall be raised, bred or kept in any Lot or in the Common Area, except that common household pets, including dogs or cats, may be kept in each Lot; provided, however, that no animal shall be kept, bred or maintained for any commercial purpose or in unreasonable numbers. As used herein, "unreasonable numbers" shall ordinarily mean more than two (2) animals per Lot. Each Owner shall be responsible for cleaning up any excrement or other unclean or unsanitary condition caused by said animal on any Lot in the Project and/or the Common Area. The Association, upon the approval of a majority of the Board, shall have the right to prohibit maintenance of any animal within the Project which constitutes a private nuisance to any other person. Every person bringing an animal upon or keeping an animal in the Project shall be liable pursuant to the laws of the State of California to each and all persons for any injury or damage to persons or property caused by such animal. All animals maintained in a Lot must be kept either within an enclosure, yard or patio, or on a leash being held by a person capable of controlling the animal. Declarant shall be fully indemnified and held harmless by virtue of any physical injury and/or property damage proximately caused by the maintenance of any animal within the Project.

Section 8. Quiet Enjoyment. No Owner shall permit or suffer anything to be done or kept upon such Owner's Lot which will obstruct or interfere with the rights of quiet enjoyment of the other occupants, or annoy them by unreasonable noises or otherwise, nor will any Owner commit or permit any nuisance on the premises or commit or suffer any immoral or illegal act to be committed thereon. Each Owner shall comply with all of the re-

quirements of the Board of Health and of all other governmental authorities with respect to said premises, and shall remove all rubbish, trash and garbage from his Lot. All clotheslines, refuse containers, woodpiles, storage boxes, tools and equipment shall be prohibited from any Lot unless obscured from view by a fence or appropriate screen approved by the Architectural Control Committee provided for hereinbelow.

Section 9. Structural Changes. There shall be no structural alteration, construction or removal of any Residence, fence or other structure whatsoever in the Project without the prior written approval of the Board or its designated Architectural Control Committee, as required herein, except such works of construction by Declarant during the development of the Project.

Section 10. Improvements. There shall be no construction, alteration or removal of any Improvement in the Project (other than those repairs or rebuilding permitted under the Article entitled "Damage or Destruction to the Common Area") without the approval of the Architectural Control Committee, as set forth hereinbelow and the Community Architectural Committee, if applicable. No Improvement shall be constructed upon any portion of any Common Area, other than such Improvements as shall be constructed: (a) by the Declarant (or a person or entity to whom Declarant assigns its rights as developer), or (b) by the Association as provided herein. No Improvements shall be constructed, planted, removed, altered or otherwise made to front yard areas which have been designated as Common Area without the prior express written approval of the Architectural Control Committee.

Section 11. Windows. No window in any Residence shall be covered in whole or in part, inside or outside, with aluminum foil, newspaper, paint, reflective tint or any other material reasonably deemed inappropriate for such use by the Association or Community Architectural Committee. Without limiting the generality of the foregoing, an Owner may cover the windows of his or her Residence, for a period not to exceed ninety (90) days from the close of escrow for said Owner's Lot, with plain white sheets.

Section 12. Commercial Activity. No Lot in the Project shall ever be used, or caused to be used, or allowed or authorized to be used in any way, directly or indirectly, for any business, commercial, mercantile, manufacturing, storage or other nonresidential purposes, except for the right of Declarant to use any portion of the Project and Annexation Property for model home sites, sales offices and displays, and other promotional events, in accordance with the terms and provisions of this Declaration. The provisions of this Section shall not preclude professional and administrative occupations, so long as there is no evidence of such occupations visible to or affecting the Common Area, and

for so long as such occupations are in conformance with all applicable governmental ordinances. Any such use of a Lot must be merely incidental to the use of the Lot as a residence.

Section 13. Parking. Except as may be reasonably necessary to allow Declarant to complete the planning, development, grading and construction of the Project, all vehicles in the Project shall be parked in accordance with the following:

(a) All streets within the Project are private and are subject to all the covenants of this Declaration, as well as all applicable laws, ordinances and regulations of all governmental agencies having jurisdiction over the Project. All such special restrictions shall be enforced by the Association, in accordance with Section 15 hereof.

(b) No Owner shall park, store or keep any large commercial type vehicle or any recreational vehicle (including, but not limited to, campers, motorhomes, trailers, boat trailers, boats, aircraft, mobile homes or other similar vehicles) on his Lot, streets within the Project or any portion of the Common Area. Further, no Owner shall park any automobile except wholly within his respective garage, or on his driveway, provided such automobile does not extend beyond the curb-line.

(c) Each Owner shall keep his garage readily available for parking of his respective vehicle and shall not store any goods or materials therein, nor use any portion of the garage for a workshop or other use if such storage or use would prevent said Owner from parking any of his respective vehicles therein.

(d) No Owner shall conduct major repairs to any motor vehicle of any kind whatsoever in his garage or upon the Common Area, except for emergency repairs thereto and then only to the extent necessary to enable the vehicle to be moved to a proper repair facility.

(e) All garage doors shall remain closed at all times, except as reasonably required for entry to and exit from the garage.

Section 14. Regulation of Parking. The Association, through its officers, committees and agents, is hereby empowered to establish "parking" and "no parking" areas within the Common Area in accordance with Section 22658.2 of the California Vehicle Code, or any similar statute hereafter enacted, as well as to enforce these parking limitations by all means lawful for such enforcement, including the removal of any violating vehicle by those so empowered.

Section 15. Compliance With Management Documents. All Owners shall be Members of the Association and shall comply with the terms and conditions as set forth herein and in the Articles

and the By-Laws, and all Rules and Regulations of the Association. No Owner shall transfer any membership or interest in the Association, except upon the transfer of the Lot to which it is appurtenant.

Section 16. Declarant's Improvements. Nothing in this Article or elsewhere in this Declaration shall limit the right of Declarant to complete construction of any Improvements to the Common Area and/or to any Lot owned by Declarant, or to alter the foregoing or to construct such additional Improvements as Declarant deems advisable prior to completion and sale of the entire Project. The rights of Declarant under this Declaration may be assigned by Declarant to any successor to all or any part of Declarant's interest in the Project, as developer, by an express assignment incorporated in a recorded deed transferring such interest to such successor.

Section 17. Solar Heating. No solar heating panels or other solar energy collection equipment shall be installed on any portion of any Lot or Common Area, or any Improvement thereon, unless such equipment is installed in such location and in such manner as to be obscured from the view of other persons in the Project to the greatest degree practicable without significantly decreasing its efficiency. No person shall install any such panels or equipment without the prior written consent of the Architectural Control Committee, which shall have the right to reasonably restrict and determine the size, shape, color, style, materials or location of any such panels or equipment within the Project, subject to the provisions of California Civil Code Section 714, as same may be amended, from time to time. At a minimum, any solar panels are to be integrated with the roof design with the panels and frame colored to match the roof or bronze anodized.

Section 18. Antennas. No Owner shall install, or cause to be installed, any television, radio, "Citizens Band" (C.B.) antenna, satellite dish or other similar electronic receiving or broadcasting device on the exterior of any Residence or elsewhere within a Lot, or upon the Common Area.

Section 19. Leasing. No Owner shall be permitted to rent or lease his Lot for transient or hotel purposes or for a period of less than thirty (30) days. No Owner may rent or lease less than the entire Lot. All rental and lease agreements shall be in writing and shall provide that the terms of such agreement shall be subject in all respects to the provisions of this Declaration, By-Laws and Articles, and that any failure by the tenant or lessee to comply with the terms of such documents shall constitute a default under such agreement. Other than the foregoing, there are no restrictions on the right of an Owner to rent or lease his Lot.

Section 20. Drilling. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot or the Common Area, nor shall oil wells, tanks, tunnels or mineral excavations be permitted upon or in any Lot or the Common Area. No derrick or other structure designed for use in boring for oil, water or natural gas shall be erected, maintained or permitted upon any Lot.

Section 21. Trash. No rubbish, trash, garbage or other waste material shall be kept or permitted upon any portion of the Project, except in sanitary containers located in appropriate areas screened and concealed from view by a fence, wall or other screen approved by the Architectural Control Committee, and no odor shall be permitted to arise therefrom so as to render the Project, or any portion thereof, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. All such refuse which is put out for pickup, shall be in conformance with all appropriate standards established by the County or governing agency. Any approved trash containers shall be exposed to the view of neighboring Lots only when set out for a reasonable period of time (not to exceed twenty-four [24] hours before and after scheduled trash collection hours).

Section 22. Drainage. There shall be no interference with the established drainage pattern over any Lot within the Project as to affect any other Lot or the Common Area, unless adequate alternative provision is made for proper drainage and is approved in writing by the Architectural Control Committee. For purposes hereof, "established" drainage is defined as the drainage which exists at the time such Lot is conveyed to a purchaser from Declarant, or later grading changes that are shown on plans approved by the Architectural Control Committee.

Section 23. Water Supply and Water Softener Systems. No individual water supply or water softener system of any kind shall be permitted on any Lot, unless such system is designed, located, constructed and equipped in accordance with the requirements, standards and recommendations of any applicable water district, the Orange County Health Department and all other applicable governmental authorities.

Section 24. Prohibition Against Further Subdivision. No Owner shall make any conveyance, execute any document or map, or enter into any contract which shall purport to further subdivide any Lot in any manner whatsoever, including, without limitation, subdividing such Lot into additional lots, condominiums, stock cooperatives or timeshare uses, whether by map, deed or contract. Any such conveyance, document, map or contract shall be void and of no force or effect whatsoever. Nothing herein, how-

ever, shall limit an Owner from construction of a Residence and related Improvements on one (1) or more Lots.

Section 25. Patios and Balconies. No patio or balcony, including, without limitation, the patio fencing, sideyard fencing and balcony railings, may be painted, remodeled, enclosed or otherwise altered without the prior written consent of the Architectural Control Committee. Each Owner shall have the right to furnish such patio or balcony with outdoor furniture in keeping with the architectural theme of the Project; provided, however, nothing shall be placed upon such patio or balcony which would adversely load or impact the structural integrity of such patio or balcony. Patios and balconies, and all furniture, plants and other improvements situated therein, shall be kept, at all times, in a neat, clean, safe and attractive condition. Clothes, towels, blankets, laundry, or clotheslines shall not be placed on or hung from any patio or balcony, or any portion of the Common Area, where doing so would be visible from any other Lot, the Common Area or the public. Patios and balconies shall not be used for storage of bicycles, surfboard, or any other breach and athletic equipment at any time.

Section 26. Exemption of Declarant. Nothing in this Article or elsewhere in this Declaration shall limit, restrict, abridge or control, in any manner whatsoever, the rights of Declarant to complete the planning, development, grading, construction, advertising, marketing, leasing and sales of the Lots, and all other property within the Project (including any property which may be annexed thereto pursuant to the provisions of this Declaration), including, without limitation, the following specific rights, which may be exercised by Declarant, or by its agents and employees, in conjunction with such development and marketing, for a period of five (5) years from the date of recordation of this Declaration, or until all Lots in the Project and all other property in the Project is sold (and escrows closed), whichever shall first occur:

(a) The right to maintain and operate one (1) or more advertising, sales or leasing office(s) located upon any Lot(s) owned by Declarant or upon any Common Area without payment of rent or approval of the Association;

(b) The right to post and display from any Lot(s) owned by Declarant or from any Common Area any sign, flag, banner, billboard or other advertising which Declarant may, in its sole discretion, deem appropriate, irrespective of size, color, shape or materials of such items;

(c) The right to install, place, replace, construct, reconstruct, modify or remove any Improvement from any Lot owned by Declarant or from any Common Area, as Declarant may, in its sole discretion, deem appropriate; pro-

vided that in the event Declarant removes any Association owned Improvement from any Common Area without the express prior written consent of the Board, Declarant shall replace such Improvement with an Improvement of substantially similar value, appearance and utility within a reasonable period following completion of any work necessitating the removal of the Improvement;

(d) The right to conduct any commercial activity upon any Lot owned by Declarant or upon any Common Area which reasonably relates to the development, marketing, leasing or sales of the Lots in the Project;

(e) The right to park vehicles upon any Lot owned by Declarant or upon any Common Area; and

(f) The right to use private streets within the Project, which right shall also extend to prospective purchasers or lessees of the Lots or of other property within the Project.

All or any portion of the rights of Declarant herein and elsewhere in this Declaration may be assigned by Declarant to any successor-in-interest in the Project, including the Annexation Property, by an express written assignment recorded in the Official Records of Orange County.

ARTICLE X

ARCHITECTURAL AND LANDSCAPING CONTROL

Section 1. Exemptions From Architectural Control. Except as otherwise provided herein, all Improvements to Lots shall be subject to architectural approval by the Association in accordance with the provisions of this Declaration. Notwithstanding the foregoing, Declarant shall be exempt from compliance with any of the provisions of this Article as they may relate to the construction and development of Lots in the Project by Declarant in accordance with the plans approved by the County; provided, however, if Declarant shall desire to construct any Improvements to the exterior of a Residence after such Residence has been completed and approved by the County, Declarant shall obtain approval for such Improvements from the County; and, provided further, if Declarant shall retain a Residence for personal use, any Improvements to the exterior of such Residence shall be subject to architectural approval pursuant to this Article.

Section 2. Extent of Architectural Control. Subject to the limitations set forth herein and in the Community Declaration, no excavation, grading, construction, alteration, addition, decoration, redecoration or reconstruction of an Improvement to a Lot in the Project, or other activity within the jurisdiction of the Architectural Control Committee pursuant to this Declaration, shall be commenced or maintained by an Owner (with the express

exception of Declarant, as set forth in Section 1 above) until the plans and specifications therefor showing the nature, location, kind, shape, height, width, color, materials and location of the same shall have been submitted to and approved by the Architectural Control Committee, as more fully set forth herein and in the Architectural Standards described herein.

Section 3. Architectural Control Committee. The Architectural Control Committee is hereby authorized with the rights and powers set forth in this Article. Said Committee shall consist of not less than three (3) members, nor more than five (5) members. In the event of the failure or inability of any member of the Architectural Control Committee to act, the remaining members shall designate a successor who shall serve for the remainder of the term of the member he replaces. The Declarant shall appoint all of the original members of the Architectural Control Committee, and replacements thereto. Further, Declarant reserves the power to appoint a majority of the members of the Architectural Control Committee until the fifth (5th) anniversary of the issuance of the Final Subdivision Public Report for Phase I of the Project. After one (1) year from the date of the issuance of the Final Subdivision Public Report for the Project, the Board shall have the power to appoint one (1) member to the Architectural Control Committee until ninety percent (90%) of the Lots in the Project have been sold, or until the fifth anniversary date of the issuance of the Final Subdivision Public Report for Phase I of the Project, whichever first occurs. Thereafter, the Board shall have the power to appoint all of the members of the Architectural Control Committee. All members appointed to the Architectural Control Committee by the Board shall be from the membership of the Association. Members appointed to the Architectural Control Committee by the Declarant, however, need not be members of the Association. No member of the Architectural Control Committee shall be liable to any person for his decisions or failure to act in making decisions as a member of the Architectural Control Committee. Declarant may, in its discretion and at any time, assign to the Association by written assignment its powers of removal and appointment with respect to the Architectural Control Committee, subject to such terms and conditions regarding the exercise thereof as Declarant may impose.

Section 4. Meetings of the Architectural Control Committee. The Architectural Control Committee shall meet, from time to time, as necessary to perform its duties hereunder. The Architectural Control Committee may, by a majority vote of the members thereof, delegate any of its rights and responsibilities hereunder to one (1) or more duly licensed architects, who shall have

full authority to act on behalf of the Architectural Control Committee on all matters so delegated.

Section 5. Architectural Standards. The Board may, from time to time, adopt Architectural Standards to be administered through the Architectural Control Committee. The Architectural Standards may include, without limitation, those guidelines, procedures, limitations and restrictions upon Owners set forth below:

(a) The placement, reconstruction, addition, change or alteration to a Lot or the exterior of a Residence, including the nature, kind, shape, materials, exterior color and location of any Improvement, and the height of any Improvement, including landscaping;

(b) A description of the type of such construction, additions, changes or alterations which, if completed in conformity with the Architectural Standards, do not require approval of the Architectural Control Committee;

(c) Conformity of completed Improvements to plans and specifications approved by the Architectural Control Committee;

(d) Time limitations for the completion of the Improvements for which approval is required pursuant to the Architectural Standards;

(e) Procedures for submission of plans and specifications submitted for Architectural Control Committee review, including, without limitation, floor plans, site plans, drainage plans, elevation drawings, landscape plans and a description or samples of exterior colors and materials;

(f) Restrictions controlling the species and placement of any trees, plants, shrubbery, ground cover, etc., to be placed, planted, irrigated and maintained in the Project; and

(g) A reasonable schedule of fees for submission of plans and specifications, as set forth in Section 7 below.

The Architectural Standards may be periodically updated or revised by the Board, as the Board, in its reasonable discretion, may deem appropriate. The Architectural Control Committee shall maintain a copy of the then current Architectural Standards on file at all times, and shall provide each Owner with a copy of the Architectural Standards upon written request. The Board shall establish a reasonable fee for copies of the Architectural Standards, and other related materials, to cover costs of reproduction, administration and handling.

Section 6. Architectural Approval - Review of Plans and Specifications. The Architectural Control Committee shall have the right and duty to promulgate Architectural Standards against which to examine any request made pursuant to this Article, in order to ensure that the proposed plans are in conformance with and are harmonious to the exterior design and existing materials of the buildings in the Project. The Architectural Control Committee shall consider and act upon any and all plans and specifications submitted for its approval under this Declaration, and perform such other duties as, from time to time, shall be assigned to it by the Board, including the inspection of construction and progress to ensure its conformance with the plans approved by the Architectural Control Committee. The initial address for submission of such plans and specifications, until changed by the Architectural Control Committee, shall be:

Architectural Control Committee
 "California Reflections"
 c/o Kaufman & Broad of Southern California, Inc.
 5500 East Santa Ana Canyon Road
 Anaheim, California 92807

The Architectural Control Committee shall approve the plans and specifications submitted for its approval only if it deems that:

- (a) the construction, alterations or additions contemplated thereby and the locations indicated will not be detrimental to the appearance of the surrounding area of the Project as a whole;
- (b) the appearance of any structure affected thereby will be in harmony with surrounding structures;
- (c) the construction thereof will not detract from the beauty, wholesomeness and attractiveness of the Common Area, or the enjoyment thereof by the Owners;
- and (d) the upkeep and maintenance thereof will not become a burden on the Association.

The Architectural Control Committee may condition its approval of proposals or plans and specifications for any Improvement: (a) on such changes therein as it deems appropriate, (b) upon the agreement by the person submitting the same to grant appropriate easements to the Association for the maintenance of the Improvement, or (c) upon the agreement of the person submitting the same to reimburse the Association for the cost of such maintenance, or all of the above, and may require submission of additional plans and specifications or other information prior to approving or disapproving the submission.

Section 7. Regulations and Fees for Architectural Review. The Board may establish and issue reasonable rules and regulations as set forth in the Architectural Standards governing procedures for submission of plans and specifications, and may establish a reasonable schedule of architectural review fees to be charged by the Architectural Control Committee for the review

of plans and specifications. Such fees shall be reasonably related to the anticipated cost of providing the architectural review. The Owner of the Lot upon which the work of improvement is to be constructed shall pay these fees prior to the Architectural Control Committee's review of the plans and specifications for the proposed work. Acceptance of the architectural review fee in no way guarantees the approval of the proposed work, and in the event the proposed work is disapproved, there shall be no refund of said fee.

Section 8. Submittal to Public Agencies - Right of Architectural Control Committee to Review. Upon obtaining the written approval of the Architectural Control Committee, the Owner shall thereafter submit plans and specifications to the County. In the event that all approvals of the County necessary for the issuance of a building permit are not obtained within six (6) months from the date of approval by the Architectural Control Committee, the Architectural Control Committee shall have the right, but not the obligation, to review all previously approved plans and specifications. In addition, in the event that the County requires modifications to the plans and specifications previously approved by the Architectural Control Committee, the Owner shall submit to the Architectural Control Committee all modifications to the plans and specifications previously approved by the Architectural Control Committee, which shall have the right to review and to impose further conditions on any such modifications.

Section 9. Approval of County. Approval of any proposed or existing Improvement, or completion of an Improvement, by the Architectural Control Committee or the Board shall not be construed to warrant or represent in any way that the Improvement was approved by or complies with the minimum standards of the County. Similarly, approval of any proposed or existing Improvement by the County shall not be construed to constitute approval of such Improvement by the Architectural Control Committee or the Board.

Section 10. Conflicts Between County and Architectural Control Committee. In the event of any conflict in the conditions of approval of any proposed Improvements imposed by the County and the Architectural Control Committee, the more restrictive of such conditions shall be controlling. Further, nothing herein shall limit the Architectural Control Committee from imposing conditions of approval of any proposed Improvements which are more restrictive than conditions as may be imposed by the County.

Section 11. Community Architectural Committee Approval. Notwithstanding the approval by the Architectural Control Committee, as set forth herein, no Improvements shall be constructed, installed, expanded, made, planted, commenced, erected

or maintained upon the Project without the prior approval of the Architectural Committee of the Community Association, in accordance with the provisions set forth in Article VII of the Community Declaration.

Section 12. Decisions of the Architectural Control Committee. Until receipt by the Architectural Control Committee of any required plans and specifications, and such other information as may be required in Section 6 above, the Architectural Control Committee may postpone review of any plans submitted for approval. Decisions of the Architectural Control Committee and the reasons therefor should be transmitted by the Architectural Control Committee to the applicant, at the address set forth in the application for approval, within forty-five (45) days after receipt by the Architectural Control Committee of all plans, specifications and materials required. Any application submitted pursuant to the provisions of Section 6 above shall be deemed approved, unless written disapproval or a request for additional information or materials by the Architectural Control Committee shall have been transmitted to the applicant within forty-five (45) days after the receipt by the Architectural Control Committee of all required materials.

Decisions by the Architectural Control Committee that require approval by the Community Architectural Committee shall be deemed approved by the Community Architectural Committee if the following events occur, as set forth in the Community Declaration:

(a) A copy of the approved plans and specifications are submitted to the Community Architectural Committee, in accordance with all conditions for submittal as set forth in the Community Declaration; and

(b) The Community Architectural Committee has not rejected such plans and specifications within sixty (60) days after the date of receipt by the Community Architectural Committee of all required materials submitted, pursuant to Article VII of the Community Declaration.

Section 13. No Waiver of Future Approvals. The approval of the Architectural Control Committee to any submissions for any work done, or proposed to be done, or in connection with any other matter requiring the approval or consent of the Architectural Control Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent of any similar proposals, plans and specifications, drawings or other matters subsequently or additionally submitted for approval.

Section 14. Compensation of Members. The members of the Architectural Control Committee shall receive no compensation for services rendered, other than reimbursement by the Associ-

ation for expenses incurred in the performance of such members' duties hereunder.

Section 15. Variances. Where circumstances such as topography, location of buildings, location of landscaping or other matters require, the Architectural Control Committee, by the vote or written assent of a majority of the members thereof, may allow reasonable variances as to any of the Covenants contained in this Declaration or provisions under the rules and regulations promulgated by the Architectural Control Committee, on such terms and conditions as it shall require. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose, except as to the particular Lot and particular provision hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the Owner's use of his Lot, including, but not limited to, zoning ordinances, Lot setback lines or requirements imposed by the County or other governmental authority.

Section 16. Inspection of Work. Upon consent of the Owner, which consent shall not be unreasonably withheld, any member or authorized representative of the Architectural Control Committee may, at any reasonable hour and upon reasonable notice, enter and inspect any Lot which has been the subject matter of an approval of a submission for an Improvement to his Lot. Such entry shall be made with as little inconvenience to the Owner as reasonably possible, and any damage caused thereby shall be repaired by the Association. If the Architectural Control Committee finds that such work was not done in substantial compliance with the approved plans and specifications, it shall notify the Owner in writing of such noncompliance, specifying the particulars of noncompliance and shall require the Owner to remedy the same within thirty (30) days from the date of notification of such noncompliance. If a noncompliance exists, the Board, after Notice and Hearing, may levy a Compliance Assessment against such Owner for the costs of removing or remedying such noncompliance.

Section 17. Non-Liability of Architectural Control Committee Members. Neither Declarant, the Association, the Board or the Architectural Control Committee, or the members or designated representatives thereof, shall be liable for damages to any Owner submitting plans or specifications to them for approval, or to any Owner in the Project affected by this Declaration by reason of mistake in judgment, negligence or nonfeasance, unless due to willful misconduct or bad faith of the Architectural Control Committee. The Architectural Control Committee's approval or disapproval of a submission shall be based solely on the considerations set forth in this Article, and in such rules and regulations as may be promulgated by the Architectural Control Commit-

tee, and the Architectural Control Committee shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plans or design from the standpoint of structural safety and conformance with building or other codes.

Section 18. Appeal. In the event plans and specifications submitted to the Architectural Control Committee are disapproved, the party making such submission may appeal in writing to the Board. The written request must be received by the Board not more than thirty (30) days following the final decision of the Architectural Control Committee. The Board shall submit such request to the Architectural Control Committee for review, and the written recommendations of the Architectural Control Committee will be submitted to the Board. Within forty-five (45) days following receipt of the request for appeal, the Board shall render its written decision. The failure by the Board to render a decision within said forty-five (45) day period shall be deemed a decision in favor of the party making such submission.

ARTICLE XI

REPAIR AND MAINTENANCE

Section 1. Repair and Maintenance by Association.

Without limiting the generality of the Article herein entitled "Powers and Duties of the Association," the Association shall have the duty to maintain, in a neat, clean, safe, sanitary, attractive and orderly condition at all times, the following upon the Common Area as designated in this Declaration:

(a) Maintain, landscape, repair, improve, restore and replace all Improvements on the Common Area in a neat, clean, safe, attractive and orderly condition at all times, including, without limitation, the following:

(1) All streets, drives and adjacent street-scapes, if any, in a condition comparable to the condition initially approved by the County;

(2) All walkways, trails or other pedestrian paths;

(3) All private on-site sewer and drainage facilities and easements within the Common Area, in accordance with the requirements of the County;

(4) All Common Area lighting facilities required by the County for the purpose of illuminating the Common Area;

(5) Entry area monumentation and related Improvements located on Common Area Lot A, and Lots 1, 2 and 174 of Tract 13352 in a condition comparable to that condition initially approved by the County;

(6) All surfaces and the structural integrity of that certain block wall and wrought iron

fencing extending along Cedarbrook to the boundaries of the Project;

(7) Landscape and irrigation improvements of approximately three feet (3') in width and irrigation facilities within the public right-of-way extending along Cedarbrook to the boundaries of the Project, as shown on Exhibit "B" attached hereto;

(8) Landscape and irrigation improvements located on slopes located in the rear yards of Lots 162 through 169, inclusive, of Tract 13352, as shown on Exhibit "B" attached hereto;

(9) That certain on-grade bench drain located in the rear yards of Lots 162 through 169, inclusive, of Tract 13352, and the subterranean drainage outlets located on the common Lot lines between Lots 163 and 164, and Lots 169 and 170, respectively;

(10) Landscape and irrigation improvements and slope maintenance area of Lot 9 of Tract 13352, which area shall be made subject to this Declaration in a subsequent Phase; and

(11) All trees and other landscaping and irrigation improvements located on Common Area shall be regularly maintained to assure healthy plant growth, and, except as necessary to accommodate healthy plant growth and/or to assure public safety.

(b) Maintain all other areas, facilities, furniture, equipment, services or aesthetic components of whatsoever nature as may, from time to time, be requested by the vote or written consent of three-fourths (3/4) of the voting power of the Members;

(c) All other areas, facilities, furniture, equipment, services or aesthetic components of whatsoever nature as may, from time to time, be requested by the vote or written consent of three-fourths (3/4) of the voting power of the Members; and

(d) Except as otherwise herein specified as being paid by individual Owners, the costs of maintenance, repair, restoration and replacement as provided in this Article shall be Common Expenses and shall be paid out of the general fund of the Association.

Section 2. Repair and Maintenance by Owner. Except as the Association shall be obligated to maintain and repair, as may be provided in this Declaration, and subject to the provisions set forth in the Article herein entitled "Yard Easements," every Owner shall:

(a) Maintain the exterior of his Residence, including, without limitation, all sideyard and rearyard walls

and fences, exterior lighting fixtures, landscaping, drive-ways, fences, hose bibs, roofs, patios, patio covers, decks, deck covers, balconies, windows, screens, locks and doors of his Residence, and all other Improvements located on such Owner's Lot in a neat, clean, safe and attractive condition at all times, and make all repairs as they may be required;

(b) Install, within a reasonable period of time after conveyance of title to a Lot to an Owner, but in no event later than six (6) months from the close of escrow for the sale of the Lot, the landscaping of his Lot in a neat and attractive condition, including all necessary landscaping and gardening, to properly maintain and periodically replace, when necessary, the trees, plants, grass and other vegetation originally placed on such Lot by Declarant, if any. The Board may adopt Architectural Standards proposed by the Architectural Control Committee to regulate landscaping permitted within the Project. In the event that any Owner shall fail to install and maintain landscaping in conformance with the Architectural Standards, or shall allow his landscaping to deteriorate to a dangerous, unsafe, unsightly or unattractive condition, the Board, after Notice and Hearing, may enter such Owner's property for the purpose of remedying the condition, and such Owner shall promptly reimburse the Association for the cost thereof. Such cost may be levied by the Board as a Compliance Assessment;

(c) Each of the Owners of Lots 150 through 162, inclusive, within Phase I shall be responsible for maintenance, repair and replacement of the rearyard fencing extending along their respective Lots, at their sole cost and expense;

(d) Each of the Owners of Lots 162 through 169, inclusive, shall be responsible for the rearyard fencing extending along their respective Lots, at their sole cost and expense; and

(e) Each of the Owners of Lots 9 through 12, inclusive, 61, 62, 94 through 99, inclusive, and 136 through 150, inclusive, shall be responsible for maintenance, repair and replacement of rearyard fencing extending along their respective Lots, at their sole cost and expense.

Section 3. Maintenance of Public Utilities. Nothing contained herein shall require or obligate the Association to maintain, replace or restore the underground facilities or public utilities which are located within easements in the Common Area owned by such public utilities. However, the Association shall take such steps as are necessary or convenient to ensure that such facilities are properly maintained, replaced or restored by such public utilities.

Section 4. Damage and Destruction Affecting a Residence - Duty to Rebuild. In the event any Residence is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner of such Residence to repair or reconstruct said Residence in a manner which will restore it to its condition and appearance immediately prior in time to such damage or destruction, or as otherwise approved by the Architectural Control Committee. The affected Owner shall be obligated to proceed, with all due diligence hereunder, and shall be responsible for commencing reconstruction within three (3) months after the damage occurs, and completing such reconstruction as soon as reasonably possible thereafter.

ARTICLE XII
DAMAGE OR DESTRUCTION TO
THE COMMON AREA

Section 1. Restoration of Damaged Common Area. Except as otherwise provided in Section 2 hereinbelow, damage to or destruction of all or any portion of the Common Area shall be handled in the following manner:

(a) In the event of damage to or destruction of the Common Area, and the insurance proceeds are sufficient to effect total restoration, the Association shall, as promptly as is practical, cause the Common Area to be repaired and reconstructed in a good workmanlike manner to its condition prior to such damage or destruction.

(b) If the insurance proceeds available are at least ninety percent (90%) of the estimated cost of total repair and reconstruction to the Common Area, the Association shall, as promptly as practical, cause such Common Area to be repaired and reconstructed in a good workmanlike manner to its condition prior to the damage or destruction, and the difference between the insurance proceeds and the actual cost shall be levied by the Association as a Special Assessment against each of the Lots on an equal basis.

(c) If the insurance proceeds available are less than ninety percent (90%) of the estimated cost of total repair and reconstruction to the Common Area, the Owners shall, by the written consent or vote of a majority of the Owners, determine whether: (1) to restore the Common Area as promptly as practical to its condition prior to the damage or destruction, and to raise the necessary funds over and above the insurance proceeds available by levying Assessments against each of the Lots on an equal basis; or (2) to restore the Common Area in a way which utilizes all available proceeds and an additional amount not in excess of ten percent (10%) of the estimated cost of total reconstruction

and repair to the Common Area, and which is assessable as provided above to all Lots, but which is less expensive than restoring the Common Area to its condition prior to the damage or destruction.

Section 2. Election by Owners Not to Restore Damaged Common Area.

(a) Notwithstanding the provisions set forth in Section 1 hereinabove, in the event sixty-seven percent (67%) of the Owners, other than Declarant, and sixty-seven percent (67%) of the first Mortgagees (based upon one [1] vote for each first Mortgage owned) have given their prior written approval, the Owners may not elect to rebuild or restore the Common Area and to disburse the available insurance proceeds to the general fund of the Association.

(b) In the event the Owners shall have so voted not to rebuild the Common Area, the Common Area shall be cleared and landscaped and the cost thereof shall be paid for out of the available insurance proceeds prior to their distribution to the general fund of the Association.

(c) In the event the Owners shall have so voted not to rebuild the Common Area, unless the County shall agree to the contrary, it shall be the obligation of the Association and each of the Owners to rebuild the private streets, utilities and open spaces, at least to the extent said streets, utilities and open spaces were accepted initially by the County in lieu of payment of fees due pursuant to law.

Section 3. Retention of Excess Insurance Proceeds in General Fund. In the event any excess insurance proceeds remain after restoring the destroyed Common Area pursuant to this Article, the Board shall retain such sums in the general fund of the Association.

Section 4. Notice to Owners and Mortgagees. The Board, as soon as reasonably possible following any damage or destruction of Improvements in the Common Area, shall notify all Owners and holders, insurers and guarantors of first Mortgages on Lots.

Section 5. Requirements of Mortgagees. Notwithstanding the provisions of this Article, the Board shall comply with all requirements of the Article herein entitled "Mortgage Protection."

Section 6. Damages by Owners. To the extent permitted by law, each Owner shall be liable to the Association for any damage to the Common Area not fully reimbursed to the Association by insurance if the damage is sustained due to the negligence, willful misconduct, improper installation or maintenance of an Improvement by an Owner, his tenants, guests or invitees. The

ARTICLE XIV

COVENANT AGAINST PARTITION

Section 1. Covenant Against Partition. By acceptance of his deed, each Owner shall be deemed to covenant for himself, and for his heirs, representatives, successors and assigns, that he will not institute legal proceedings to effect judicial partition of his interest in the Project, unless the Project: (a) has been in existence in excess of fifty (50) years, (b) is obsolete and uneconomical, and (c) the Owners of fifty percent (50%) of the total of all Lots in the Project join in such action for partition.

ARTICLE XV

INSURANCE

Section 1. Required Insurance Coverage. The Association, acting by and through the Board, shall obtain for the Association and shall maintain and pay the premiums for the following insurance coverages:

(a) Casualty and Fire Insurance. A policy or policies of casualty and fire insurance with extended coverage endorsement in an amount equal to one hundred percent (100%) of the current replacement cost (without deduction for depreciation or co-insurance) of the Common Area, together with all Improvements located thereon. Said policies shall be maintained for the benefit of the Owners. The coverage does not need to include land, foundations, excavations or other items normally excluded from such coverage. Such policy or policies must contain, if required and if obtainable: (1) an Agreed Amount and Inflation Guard Endorsement; (2) Construction Code Endorsements (such as Demolition Cost Endorsement); (3) a Contingent Liability from Operation of Building Laws Endorsement; and (4) an Increased Cost of Construction Endorsement, if there is a construction code provision which would become operative and require changes to undamaged portions of any Improvements or the Common Area.

(b) Public Liability Insurance. A policy or policies of full coverage public liability insurance (with cross-liability endorsement, if obtainable) insuring the Association, the Board, the Owners, the Declarant, and the agents and employees of each of the foregoing against any liability to the public or to any Owner, his family, invitees and/or tenants, arising from or incident to the ownership, occupation, use, maintenance and/or repair of the Common Area. The limits of liability under this Section shall be set by the Board and shall be reviewed at least annually by the Board and increased or decreased at the

Board shall have the right, after Notice and Hearing, as provided in the By-Laws, to levy a Special Assessment for any damages so caused by an Owner, including, without limitation, the costs of any increased insurance premiums which are attributable to the damages caused by such Owner.

Section 7. Notification by Association of Defects.

The Board agrees that in the event of any alleged defect in any improved Common Area for which the Association alleges that Declarant may be responsible, the Board will provide Declarant with written notice of such defect and will grant Declarant a reasonable opportunity to repair, replace or otherwise cure such defect. The Association agrees that Declarant, or its authorized agents, and not the Association, shall determine the material and methods to be used in effecting such repair, replacement or cure. In accordance with the condition described in the preceding sentence, the Association agrees to provide Declarant, or its authorized agents, a reasonable opportunity to repair or replace any defective material or workmanship upon the Association's discovery of the same.

ARTICLE XIII

CONDEMNATION

Section 1. Distribution of Awards - Common Area. A condemnation award affecting all or any portion of the Common Area shall be remitted to the general fund of the Association.

Section 2. Board of Directors as Attorney-in-Fact. All Owners, hereby appoint the Board as their special attorney-in-fact to handle the negotiations, settlements and agreements pertaining to any condemnation affecting only the Common Area.

discretion of the Board; provided, however, that said limits shall not be less than One Million Dollars (\$1,000,000.00) for bodily injury, including deaths of persons and property damage arising out of a single occurrence; and provided further, that if the Federal Home Loan Mortgage Company (FHLMC) and/or the Federal National Mortgage Association (FNMA) participate in the financing of Lots in the Project, said limits shall not be less than the minimum limits required under the then current FHLMC and/or FNMA regulations.

(c) Fidelity Bonds. Officers' and Directors' errors and omissions insurance, and fidelity bonds naming all persons signing checks or otherwise possessing fiscal responsibilities on behalf of the Association, including, but not limited to, officers, Directors, trustees and employees of the Association, and officers, employees and agents of any management company employed by the Association who handle or are responsible for the administration of Association funds. Such coverage shall be in an amount deemed reasonably appropriate by the Association, but shall not be less than the estimated maximum funds, including reserves in the custody of the Association, or twenty-five percent (25%) of the estimated annual operating expenses of the Project, including reserves, whichever is greater.

Section 2. Optional Insurance Coverage. The Association, acting at its option and by and through the Board, may purchase such other insurance as it may deem necessary or appropriate, or otherwise financially beneficial for the Owners, including, but not limited to, earthquake insurance, flood insurance, Workers' Compensation Insurance and plate glass insurance.

Section 3. Notice of Cancellation of Insurance. All policies of insurance maintained by the Association pursuant to this Article shall contain a provision that coverage under said policies may not be cancelled, terminated, allowed to expire by their own terms, or be substantially modified by any party without at least thirty (30) days' prior written notice to the Board, to each Owner and to such first Mortgagees who have filed written requests with the Association for such notice. A list of the Owners and such first Mortgagees shall be made available by the Association to the insurance carrier upon request.

Section 4. Review of Coverage. The Board shall annually determine whether the amounts and types of insurance coverage that it has obtained pursuant to this Article shall provide adequate coverage for the Project, based upon the then current construction costs, insurance practices in the area in which the Project is located and all other factors which may indicate that either additional insurance coverage or increased coverage under the existing policies is necessary or desirable to protect the

interests of the Association, the Owners and their respective Mortgagees. If the Board determines that increased coverage or additional insurance is appropriate, it shall obtain same.

Section 5. Waiver by Owners. As to all policies of insurance maintained by the Association which will not be voided or impaired thereby, each Owner hereby waives and releases all claims against the Association, the Board, the Declarant and the agents and employees of each of the foregoing, and all other Owners, with respect to any loss covered by such insurance, whether or not caused by the negligence of, or breach of, any agreement by said persons, but only to the extent of the insurance proceeds received in compensation for such loss.

Section 6. Premiums, Proceeds and Settlement. Insurance premiums for all blanket insurance coverage and any other insurance coverage which the Board has determined is necessary to protect the interests of the Association, the Owners and their respective Mortgagees, shall be a Common Expense to be included in the Regular Assessments levied by the Association. All insurance proceeds paid to the Association shall be disbursed as follows: (a) in the event of any damage or destruction to the Common Area, such proceeds shall be disbursed in accordance with the provisions of the Article herein entitled "Damage or Destruction to the Common Area"; and (b) in the event of any other loss, the proceeds shall be disbursed as the Board shall deem appropriate, subject to the limitations set forth in the Article herein entitled "Mortgagee Protection." The Association is hereby granted the authority to negotiate loss settlements with the appropriate insurance carriers. Any two (2) Directors may sign a loss claim form and release form in connection with the settlement of a loss claim, and such signatures shall be binding on the Association and its Members.

Section 7. Rights and Duties of Owners to Insure. Nothing herein shall preclude any Owner from carrying any casualty and fire insurance for his Residence and all personal property within his Residence, and/or public liability insurance as he may deem desirable to cover his individual liability for damage to person or property occurring inside his individual Lot or elsewhere upon the Project. If obtainable, such liability insurance coverage carried by an Owner shall contain a waiver of subrogation of claims against the Declarant, the Association, the Board, their agents and employees, and all other Owners. Such other policies shall not adversely affect or diminish any liability under insurance obtained by the Association. If any loss intended to be covered by insurance carried by the Association shall occur and the proceeds payable thereunder shall be reduced by reason of insurance carried by any Owner, such Owner shall assign the proceeds of such insurance carried by him to the Association to the

extent of such reduction for application by the Board to the same purposes as the reduced proceeds are to be applied.

Section 8. Trustee for Policies. The Association is hereby appointed and shall be deemed trustee for the interests of all insureds under the policies of insurance maintained by the Association. All insurance proceeds under such policies shall be paid to the Board, as trustees, and the Board shall have full power to receive such funds on behalf of the Association, the Owners and their respective Mortgagees, and to deal therewith as provided for in this Declaration.

Section 9. Compliance With Requirements of FHLMC and FNMA. Notwithstanding the provisions of this Article, the Association shall obtain and maintain in effect such policies of insurance meeting all requirements of FHLMC and FNMA established by those entities for planned development projects for so long as any of such agencies continue to be a Mortgagee, Owner, insurer or guarantor of a Mortgage in the Project, except to the extent such coverage is not available or has been waived, in writing, by such agencies.

ARTICLE XVI

MORTGAGEE PROTECTION

Section 1. Mortgage Protection Provisions. Notwithstanding any other provisions in this Declaration to the contrary, in order to induce the Federal Home Loan Mortgage Corporation (FHLMC) and the Federal National Mortgage Association (FNMA), and other lenders and investors, to participate in the financing of the sale of Lots in the Project, the following provisions contained within this Article are added hereto, and to the extent these added provisions conflict with any other provisions in this Declaration, these added provisions shall control. The Declaration, the Articles and the By-Laws for the Association are hereinafter collectively referred to in this Article as the "constituent documents."

(a) The right of an Owner to sell, transfer or otherwise convey his Lot shall not be subject to any right of first refusal or any similar restriction in favor of the Association.

(b) The lien of the Assessments provided for herein shall be subordinate to the lien of any first Mortgage now or hereafter recorded upon any Lot. The sale or transfer of any Lot shall not affect the Assessment lien; however, the sale or transfer of any Lot pursuant to judicial or nonjudicial foreclosure of a first Mortgage or pursuant to any remedies provided for in the Mortgage shall extinguish the lien of such Assessments as to payments which became due prior thereto. No sale or transfer shall relieve

such Lot from liability for Assessments due thereafter. Any first Mortgagee who obtains title to a Lot pursuant to the remedies provided in the Mortgage, or foreclosure of the Mortgage, or any purchaser at a foreclosure sale of a first Mortgage will not be liable for unpaid Assessments or charges which accrue prior to the acquisition of title to such Lot by the Mortgagee (except for claims for a share of such Assessments or charges resulting from a reallocation of such Assessments or charges to all Lots, including the mortgaged Lot).

(c) Except as provided by statute in case of condemnation or substantial loss to the Lots and/or Common Area, unless sixty-seven percent (67%) of the Owners other than Declarant, and sixty-seven percent (67%) of the first Mortgagees (based upon one [1] vote for each first Mortgage owned) have given their prior written approval, neither the Association nor the Owners shall be entitled to:

(1) Change the method of determining the obligations, Assessments, dues or other charges which may be levied against an Owner's Lot;

(2) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer all or any portion of the Common Area. The granting of easements for public utilities or for other public purposes consistent with the intended uses of the Common Area shall not be deemed a transfer within the meaning of this clause;

(3) Use hazard insurance proceeds for losses to the Common Area for other than repair, replacement or reconstruction;

(4) Effect any decision of the Association to terminate professional management and assume self-management of the Project, where such professional management was previously a requirement by a holder, insurer or guarantor of any first Mortgage;

(5) By act or omission, change, waive or abandon any provisions of this Declaration, or enforcement thereof, pertaining to architectural design of the Residences situated on a Lot or the maintenance and operation of the Common Area within the Project, including, without limitation, fences and landscaping within the Project;

(6) Fail to maintain fire and extended coverage on the insurable Common Area on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value thereof; and

(7) Abandon or terminate the Association, except for abandonment, partition or termination as may be provided by law.

(d) All taxes, Assessments and charges which may become liens prior to the first Mortgage under local law shall relate only to individual Lots, and not to the Project as a whole.

(e) No provision of the constituent documents shall be interpreted to give any Owner or any other party priority over any rights of the first Mortgagee in the case of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of all or any portion of the Common Area or such Owner's Lot.

(f) The Assessments provided for in the constituent documents shall include an adequate reserve fund for maintenance, repairs and replacement of those elements of the Common Area that must be replaced on a periodic basis, and shall be payable in regular installments, rather than by Special Assessments.

(g) Each holder, insurer or guarantor of a first Mortgage who has filed with the Association a written request for notice shall be entitled to timely written notice of: (1) any condemnation or eminent domain proceeding, and any loss or taking resulting from such proceeding which affects the Project, or any portion thereof; (2) any substantial damage or destruction to the Project, or any portion thereof, when such loss exceeds Ten Thousand Dollars (\$10,000.00); (3) any default in the performance by an individual Owner of any obligation under the constituent documents which is not cured within sixty (60) days after the Association learns of such default, which notice shall state the length of time which such Owner has been delinquent; (4) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; (5) any abandonment or termination of the Project; and (6) any proposed action that requires the consent of a specified percentage of eligible Mortgagees.

(h) Any agreement for professional management of the Project, or any contract providing for services of the Declarant, may not exceed one (1) year, renewable by agreement of the parties for successive one (1) year periods. Any such agreement must provide for termination by either party without cause and without payment of a termination fee on no more than ninety (90) days' written notice.

(i) First Mortgagees of Lots may, jointly or singly, pay taxes or other charges which are in default and which may have become a lien on the Common Area, and may pay

overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common Area, and first Mortgagees making such payments shall be owed immediate reimbursement therefor from the Association. Upon demand by any first Mortgagee, the Board shall execute, on behalf of the Association, an agreement establishing the right of all first Mortgagees to such reimbursement.

(j) A first Mortgagee of a Lot in the Project will, upon request, be entitled to: (1) examine the books and records of the Association during normal business hours; (2) an audited financial statement from the Association for the previous fiscal year (without expense to the holder, insurer or guarantor requesting said statement), however, if an audited financial statement is not available and until such time as the Project contains fifty (50) Lots, any Mortgage holder may be allowed to have an audited financial statement prepared, at its own expense; and (3) receive written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings.

(k) Each Owner shall notify the Association in writing within ten (10) days after the close of escrow for the purchase of his Lot of the name and address of his first Mortgagee, and thereafter, each Owner shall promptly notify the Association of any changes of name or address for his first Mortgagee.

(l) If any Lot (or portion thereof) or the Common Area (or portion thereof) is made the subject matter of any condemnation or eminent domain proceeding, or is otherwise sought to be acquired by a condemning authority, then the institutional holder of any first Mortgage on such Lot will be entitled to timely written notice of any such proceeding or proposed acquisition.

(m) In the event any portion of the Common Area encroaches upon any Lot or any Lot encroaches upon the Common Area as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the Project, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists.

Section 2. Violation of Mortgagee Protection Provisions. No breach of any of the foregoing covenants shall cause any forfeiture of title or reversion or bestow any right of re-entry whatsoever, but in the event that any one or more of these covenants shall be violated, the Declarant, its successors and assigns, the Association, or any Owner in the Project may com-

mence a legal action in any court of competent jurisdiction to enjoin or abate said violation and/or to recover damages; 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. Said covenants shall be binding upon and effective against any Owner whose title is acquired by foreclosure, trustee sale or otherwise.

Section 3. Amendments to Conform With Mortgagee Requirements. It is the intent of Declarant that this Declaration and the Articles and By-Laws of the Association, and the Project in general, meet all requirements necessary to purchase, guarantee, insure or subsidize any Mortgage of a Lot in the Project by the FHLMC and the FNMA. In furtherance of said intent, Declarant may amend this Declaration without the consent of the Members at any time after the close of escrow for the first sale of a Lot in the Project by recording a written instrument setting forth the amendment, provided that the amendment is necessary to cause this Declaration to comply with the requirements of the DRE, FHLMC, FNMA and/or the Government National Mortgage Association; provided, however, that any such amendment shall be effective only if Declarant mails a copy of the amendment to all of the foregoing entities which are, or have agreed to be, a holder, insurer or guarantor of a first Mortgage, and does not, within sixty (60) days thereafter, receive a notice of disapproval from any such entity. Said amendments shall not be recorded by Declarant until after the expiration of such sixty (60) day period.

ARTICLE XVII

ENFORCEMENT OF BONDED OBLIGATIONS

Section 1. Enforcement of Bonded Obligations. In the event that the improvements of the Common Area have not been completed prior to the issuance of a Final Subdivision Public Report by the DRE, and the Association is obligee under a bond or other arrangement (hereinafter referred to as the "Bond") to secure a performance of the commitment of Declarant to complete such improvements, the following provisions shall apply:

(a) The Board shall consider and vote on the question of action by the Association to enforce the obligations under the Bond with respect to any improvements for which a Notice of Completion has not been filed within sixty (60) days after the completion date specified for such improvements 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 shall consider and vote on the aforesaid question if a Notice of Completion has not been filed within thirty (30) days after the expiration of such extension.

(b) In the event that the Board determines not to initiate action to enforce the obligations under the Bond, or in the event the Board fails to consider and vote on such question as provided above, the Board shall call a special meeting of the Members for the purpose of voting to override such decision or such failure to act by the Board. Such meeting shall be called according to the provisions of the By-Laws dealing with meetings of the Members, but in any event, such meeting shall be held not less than thirty-five (35) days nor more than forty-five (45) days after receipt by the Board of a petition for such meeting signed by Members representing five percent (5%) of the total voting power of the Association.

(c) The only Members entitled to vote at such meeting of Members shall be the Owners, other than Declarant. A vote at such meeting of a majority of the voting power of such Members, other than the Declarant, to take action to enforce the obligations under the Bond shall be deemed to be the decision of the Association, and the Board shall thereafter implement such decision by initiating and pursuing appropriate action in the name of the Association.

ARTICLE XVIII

ANNEXATION OF ADDITIONAL PROPERTY

Additional property may be annexed to and become subject to this Declaration as set forth in this Article.

Section 1. Development of the Project. The Declarant intends to sequentially develop the Annexation Property on a phased basis; however, Declarant may elect not to develop all or any portions of said Annexation Property, to annex such portions of the Annexation Property in Phases of any size or to develop more than one (1) Phase in any order and at any given time, subject to the provisions of this Article.

Section 2. Annexation Pursuant to General Plan. Declarant may, subject to the provisions of this Article, annex all or any portions of the Annexation Property, thereby making such Annexation Property subject to this Declaration and to the jurisdiction of the Association, without the vote or written assent of the Association or its Members, provided and on condition that:

(a) Any annexation pursuant to this Section shall be made prior to three (3) years from the date of the original issuance by the DRE of the most recently issued Final Subdivision Public Report for a Phase of the Project;

(b) The development of the Annexation Property shall be in substantial conformance with the overall general plan of development for the Project originally submitted to and approved by the County and the DRE; and

(c) A Declaration of Annexation, as described in Section 4 of this Article, shall be recorded covering the designated portions of the Annexation Property.

Section 3. Annexation Pursuant to Approval. Upon obtaining the approval in writing of the Association pursuant to the vote or written assent of sixty-seven percent (67%) of the total voting power of Association Members, the owner of any property who desires to annex said property to the scheme of this Declaration and to subject it to the jurisdiction of the Association may file of record a Declaration of Annexation, as described in Section 4 of this Article.

Section 4. Declaration of Annexation. The annexation of additional property authorized under this Article shall be made by filing of record a Declaration of Annexation, or similar instrument, covering said additional property, and the Declaration of Annexation shall expressly provide that the scheme of this Declaration shall extend to such additional property. The Declaration of Annexation may contain such complementary additions to and modifications of the Covenants set forth in this Declaration which are necessary to reflect the different character, if any, of the annexed property, including, but not limited to, marketing and selling vacant Lots, and the architectural guidelines for any construction thereon, and which are not inconsistent with the general scheme of this Declaration. Except as set forth in this Section, no Declaration of Annexation shall add, delete, revoke, modify or otherwise alter the Covenants set forth in this Declaration.

Section 5. Effective Date of Annexation. Any Declaration of Annexation recorded on a subsequent Phase of the Project shall become effective immediately upon: (a) the first close of an escrow for the sale of a Lot in said Phase, as evidenced by the recordation of the first instrument of conveyance for said Lot; or (b) the conveyance of Common Area, if any, in such Phase to the Association, whichever first occurs.

Section 6. Right of De-Annexation. Declarant hereby reserves the right to delete all or any portions of the Annexation Property which may be annexed to the Project pursuant to this Declaration, and to delete said property from the scheme of this Declaration and from the jurisdiction of the Association, provided and on condition that the de-annexation shall be made prior to the first closing for the sale of a Lot in the Project to be de-annexed.

Section 7. Amendments to Declarations of Annexation. Notwithstanding any other provisions in this Declaration to the contrary, a Declaration of Annexation may be amended by the requisite affirmative vote of Members (and first Mortgagees, if applicable), as set forth in the Article herein entitled "General

Provisions," in only the annexed property described in said Declaration of Annexation, rather than all Members (and first Mortgagees, if applicable) in the Project, on the following conditions:

(a) Such amendment applies only to the annexed property described in said Declaration of Annexation; and

(b) Such amendment shall in no way contradict, revoke or otherwise alter any of the Covenants set forth in this Declaration.

ARTICLE XIX

RELATIONSHIP TO THE COMMUNITY ASSOCIATION

Section 1. Annexation. Each Phase of the Project shall be annexed to and become subject to the Community Management Documents and to the jurisdiction of the Community Association, in accordance with the procedures for annexation to the Community Association as set forth in the Community Declaration.

Section 2. Membership in the Community Association. Each Owner within the Project shall become an "Owner," as that term is defined in the Community Declaration, and shall automatically become a "Member" of the Community Association, as set forth in the Community Declaration.

Section 3. Obligation for Assessments Levied by the Community Association. Each Owner shall be obligated to pay any and all Assessments levied by the Community Association against such Owner and/or his Lot.

Section 4. Delegate District. Pursuant to provisions within the Community Declaration, all of the real property described in Paragraph A of the recitals to this Declaration, together with any and all portions of the Annexation Property which are annexed so as to become part of the Project, pursuant to the provisions of this Declaration, shall constitute a Delegate District (hereinafter "Delegate District No. 23").

Section 5. Maintenance by the Community Association. Each Owner shall maintain his Lot in a neat, clean, safe and attractive condition at all times, as provided in the Article herein entitled "Repair and Maintenance." The Association shall maintain, repair, replace and restore all Improvements to the Common Area, so as to keep same in a neat, clean, safe and attractive condition at all times, as required under said Article. In the event any Owner and/or the Association shall fail to perform its maintenance obligations, as provided herein, so as to create a dangerous, unsafe, unsightly or unattractive condition, as determined by the Community Architectural Committee, the Board of the Community Association shall have the right to correct such condition and shall have the right and easement to enter in or upon the Owner's Lot and/or the Common Area, as more

particularly set forth in Article X of the Community Declaration. An Owner shall be personally liable, and his property may be subject to a Compliance Assessment in favor of the Community Association, and the Community Association may pursue collection from the Association for the costs of all work performed to the Common Area as permitted by law.

Section 6. Conveyance of Association Properties. In connection with the development of each Phase of the Project, Declarant shall convey a nonexclusive easement to the Community Association for vehicular and pedestrian ingress, egress and access on, over and across the private streets located within such Phase prior to, or simultaneously with, the first close of an escrow for the sale of a Lot in said Phase. Such conveyance shall be free and clear of all encumbrances and liens, except property rights in and to said private streets which are of record or created in the Community Declaration or herein, and any current real property taxes which shall be prorated to the date of transfer.

ARTICLE XX

GENERAL PROVISIONS

Section 1. Enforcement.

(a) The Association or the Owner of any Lot in the Project, including the Declarant, shall have the right to enforce, by proceedings at law or in equity, all of the covenants now or hereafter imposed by this Declaration and the By-Laws, respectively (and the Rules and Regulations duly adopted by the Association), including, without limitation, the right to prosecute a proceeding at law or in equity against the person or persons who have violated, or are attempting to violate, any of said covenants, to enjoin or prevent them from doing so, to cause said violation to be remedied and/or to recover damages for said violation.

(b) The result of every act or omission whereby any of the covenants contained in this Declaration or the provisions of the By-Laws are violated, in whole or in part, is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance shall be applicable against every such result and may be exercised by any Owner, by the Association, or by its successors in interest.

(c) The remedies herein provided for breach of the covenants contained in this Declaration or the provisions of the By-Laws shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

(d) The failure of the Association or any Owner to enforce any of the covenants contained in this Declara-

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tion or the provisions of the By-Laws shall not constitute a waiver of the right to enforce the same thereafter.

(e) A breach of the covenants contained in this Declaration or of the provisions of the By-Laws shall not affect or impair the lien or charge of any bona fide Mortgage or deed of trust made in good faith and for value on any Lot; provided, however, that any subsequent Owner of such property shall be bound by said covenants, whether or not such Owner's title was acquired by foreclosure, a trustee's sale or otherwise.

(f) The Board, for and on behalf of the Association, may assess monetary penalties against an Owner as a Compliance Assessment and/or temporarily suspend said Owner's voting rights and right to use the recreational facilities, if any, for the period during which any Assessment against said Owner's Lot remains unpaid; provided, however, the requirements for Notice and Hearing set forth in the By-Laws shall be followed with respect to the accused Owner before a decision to impose discipline is reached.

(g) The Board, for and on behalf of the Association, may, after Notice and Hearing, temporarily suspend an Owner's voting rights and right to use the recreational facilities, if any, for a period not to exceed thirty (30) days for any infraction of the Association's published Rules and Regulations; provided, however, the requirements for Notice and Hearing set forth in the By-Laws shall be followed with respect to the accused Owner before a decision to impose discipline is reached.

(h) In addition to the above general rights of enforcement, the County shall have the right, through its agents and employees, to enter upon any part of the Project for the purpose of enforcing the California Vehicle Code and its local ordinances, and is hereby granted an easement over the Project for that purpose.

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

Section 3. Term. The covenants set forth in this Declaration shall run with and bind the Project, and shall inure to the benefit of the Association and be enforceable by the Board or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument, signed by a majority of the then Owners agreeing to

terminate said covenants and restrictions, in whole or in part, has been recorded within one (1) year prior to the termination of the initial fifty (50) year term, or within one (1) year prior to the termination of any successive ten (10) year period.

Section 4. Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and maintenance of the Project. 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 5. Singular Includes Plural. Whenever the context of this Declaration may so require, the singular shall include the plural, and the masculine shall include the feminine and neuter.

Section 6. Amendments.

(a) Amendments by Declarant. Prior to the sale of a Lot to a member of the public, in accordance with a Final Subdivision Public Report issued by the DRE, this Declaration may be amended, restated or terminated by an instrument executed by Declarant.

(b) Amendments by Association. This Declaration may be amended only by an affirmative vote of Owners representing not less than sixty-seven percent (67%) of the Class A voting power and the Class B voting power of the Association. At such time when the Class B membership shall cease and be converted to Class A membership, any and all amendments to this Declaration shall be enacted by requiring the vote or written assent of Owners representing both: (a) sixty-seven percent (67%) of the total voting power of the Association, and (b) sixty-seven percent (67%) of the votes of Members, other than the Declarant; provided, however, that the percentage of the voting power necessary to amend a specific provision shall not be less than the percentage of affirmative votes prescribed for action to be taken under said provision. Any Owner or the Association may petition the Superior Court of Orange County for an order reducing the necessary percentage required under this Section to amend this Declaration. The procedure for effecting this petition is set forth in Section 1356 of the California Civil Code, as the same may be amended, from time to time.

(c) Approval of Mortgagees. In addition to the rights of first Mortgagees, as set forth in the Article herein entitled "Mortgagee Protection," in the event that FNMA participates in the financing of Lots in the Project, the written consent of not less than fifty-one percent (51%) of the first Mortgagees shall be required for any amendment which affects or purports to affect any of the following:

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(1) The legal status of the Project as a planned development, including, without limitation, any action to terminate the legal status of the Project after substantial destruction or condemnation occurs;

(2) Voting rights;

(3) Assessments, including the levy and collection thereof, the priority thereof and enforcement provisions for nonpayment and subordination of liens for nonpayment;

(4) Responsibility for Common Area maintenance;

(5) Reserves for maintenance, repair and replacement of Common Area;

(6) Insurance or fidelity bond coverage;

(7) Common Area use rights;

(8) Boundaries of any Lot;

(9) Ownership interest in Common Area;

(10) Encroachment by Improvements into Common Area, or by Common Area into individual Lots;

(11) Leasing of Lots;

(12) Restrictions on alienation, including, but not limited to, rights of first refusal;

(13) Mortgagee protection provisions as set forth in that Article hereinabove entitled "Mortgagee Protection," and such other provisions in this Declaration for which the consent of Mortgagees shall be required or which are expressly for the benefit of Mortgagees, insurers or guarantors of Mortgages;

(14) Annexation or de-annexation of additional property to or from the Project;

(15) Any decision by the Association to establish self-management, if professional management was previously required by an eligible first Mortgagee; and

(16) Restoration or repair of the Project in a manner other than as specified in this Declaration.

Notwithstanding the foregoing, in the event any first Mortgagee receives a written request from the Board to approve any amendment to this Declaration, and such first Mortgagee does not deliver a negative response in writing to the Board within thirty (30) days of the mailing of such request by the Board, by certified or registered mail, with a "return receipt" requested, such first Mortgagee shall be deemed to have approved such proposed amendment. This amendment provision shall not be amended to allow amendments by less than the percentages set forth hereinabove. Notwithstanding the foregoing, any Owner or the Association may petition the Superior Court of Orange County for an order reducing the

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necessary percentage required under this Section to amend this Declaration. The procedure for effecting this petition is set forth in Section 1356 of the California Civil Code, as the same may be amended, from time to time.

(d) Approval by County. Notwithstanding any other provisions of this Article, no amendment of a material provision affecting the rights of the County and no action by Declarant or the Association terminating this Declaration shall be effective without the prior written consent of the County. The Declarant or the Association shall forward, or cause to be forwarded, to the County a written notice of any such amendment or termination. If no notice of disapproval is received by the Association within thirty (30) days following the receipt of such notice, such amendment or termination shall be deemed to be approved.

(e) Recordation of Amendments. An amendment made in accordance with the provisions set forth hereinabove shall be effective when executed by the President and Secretary of the Association, who shall certify that the amendment has been approved by the membership and, where appropriate, by the first Mortgages, in the percentages set forth hereinabove, and recorded in the Office of the County Recorder for Orange County. Upon such recordation, the amendment shall be effective and binding upon all Owners and all Mortgagees, regardless of whether such Owner or such Mortgagee consented to such amendment.

Section 7. Encroachments. None of the rights and obligations of the Owners created herein or by the deed shall be altered in any way by encroachments due to settlement or shifting of structures or any other cause. There shall be valid easements for the maintenance of said encroachments so long as they shall exist; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner if said encroachment occurred due to the willful conduct of said Owner.

Section 8. 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 registered or certified mail, it shall be deemed to have been 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 such notice, or to the Lot of such person if no address has been given to the Association. If such notice is not sent by regular mail, it shall be deemed to have been delivered when received. Such address may be changed, from time to time, by notice in writing to the Association.

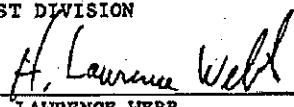
Section 9. Attorneys' Fees. If any Owner defaults in making a payment of Assessments or in the performance or observance of any provision of this Declaration, and the Association has obtained the services of an attorney in connection therewith, the Owner covenants and agrees to pay to the Association any costs or fees incurred, including reasonable attorneys' fees, regardless of whether legal proceedings are instituted. In case a suit is instituted, the prevailing party shall recover the cost of the suit, in addition to the aforesaid costs and fees.

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

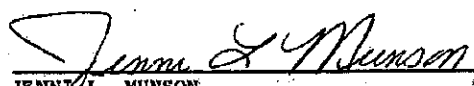
"DECLARANT"

KAUFMAN & BROAD OF SOUTHERN
CALIFORNIA, INC.,
a California corporation
SOUTHEAST DIVISION

BY:


H. LAWRENCE WEBB
Its: PRESIDENT

BY:


JENNY L. MUNSON
Its: ASSISTANT SECRETARY

89-039339

STATE OF CALIFORNIA

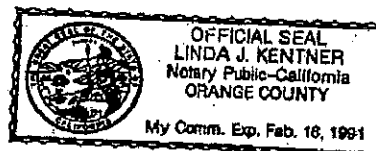
COUNTY OF ORANGE

} ss.

On JANUARY 20, 1989, before me, the undersigned, a Notary Public in and for said State, personally appeared H. LAWRENCE WEBB and JENNI L. MUNSON, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as PRESIDENT and ASSISTANT SECRETARY, on behalf of KAUFMAN & BROAD OF SOUTHERN CALIFORNIA, INC., the corporation therein named, and acknowledged to me that said corporation executed the within instrument pursuant to its By-Laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

Linda J. Kentner
Signature of Notary Public



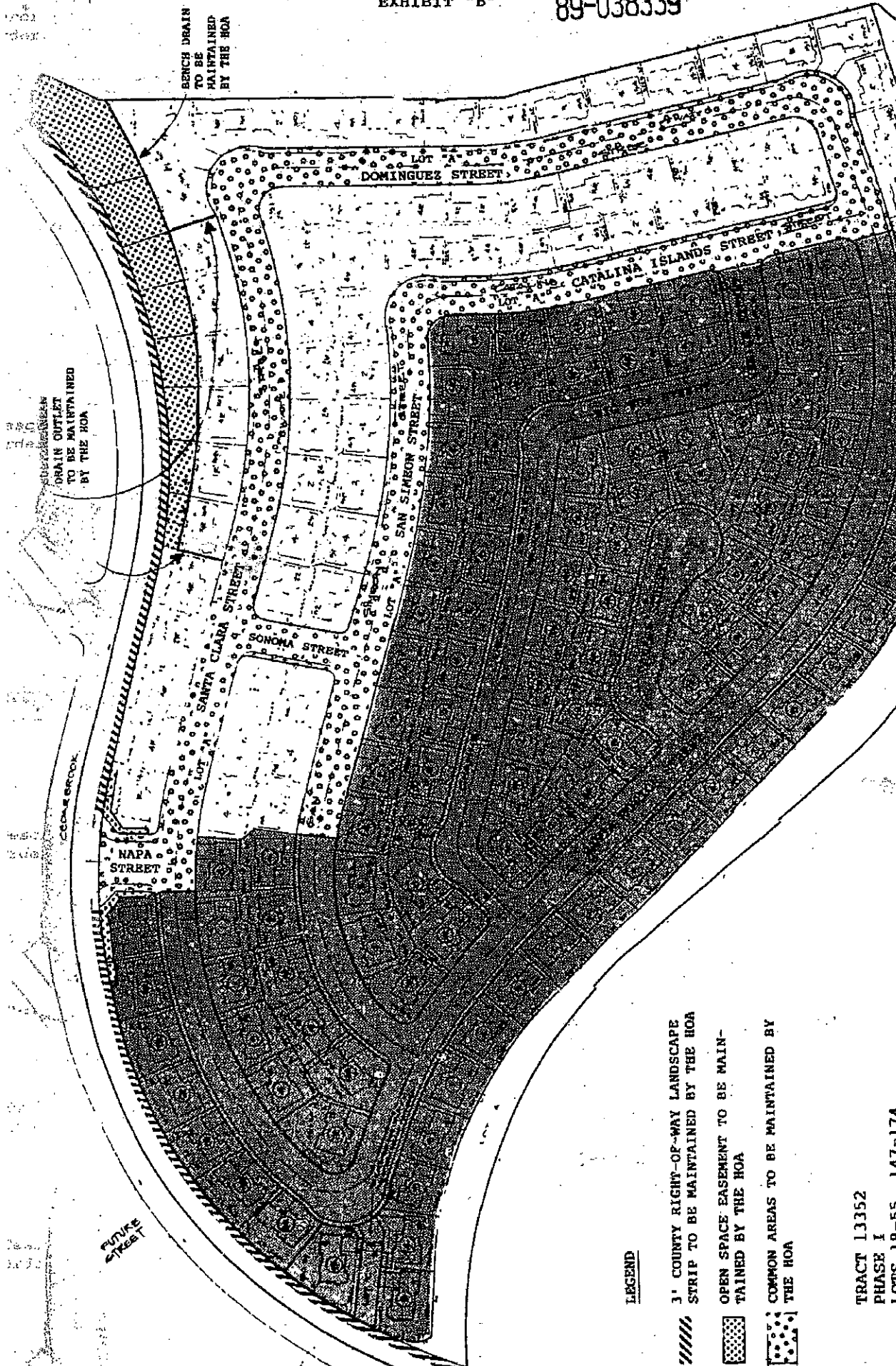
(SEAL)

EXHIBIT "A"

ANNEXATION PROPERTY

The Annexation Property shall mean and refer to that certain real property located in the unincorporated territory of the County of Orange State of California, more particularly described as:

Lots 1 through 18, inclusive, and Lots 56 through 146, inclusive, and Common Area Lots B, C, D, E and F of Tract 13352, as per Map recorded on DECEMBER 21, 1988, in Book 622, Pages 1 to 9, inclusive, of Miscellaneous Maps in the Office of the County Recorder of Orange County, California.



TRACT 13352 / LOT 19

(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S) FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECIEVED FROM ADJACENT LOT(S) FOR LOT OWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION OF FLOW) 1% MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

FLOW LINE

F.F.

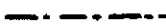
FINISH FLOOR

P.

PAD ELEVATION



BLOCK WALL

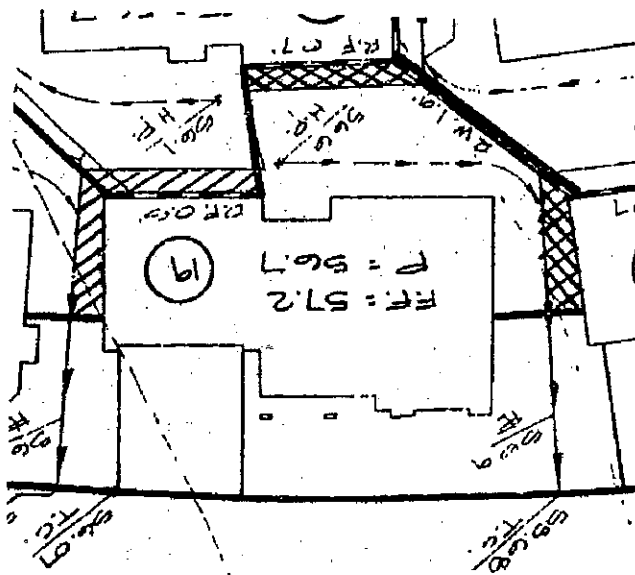


WROUGHT IRON FENCE



RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS GIVEN AND RECEIVED ARE OUTLINED IN TEXT OF C.C. * R'S



TRACT 13352 / LOT 20



(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S) FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECIEVED FROM ADJACENT LOT(S) FOR LOT OWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION OF FLOW) 1 1/2 MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

FLOW LINE

F.F.

FINISH FLOOR

P.

PAD ELEVATION



BLOCK WALL

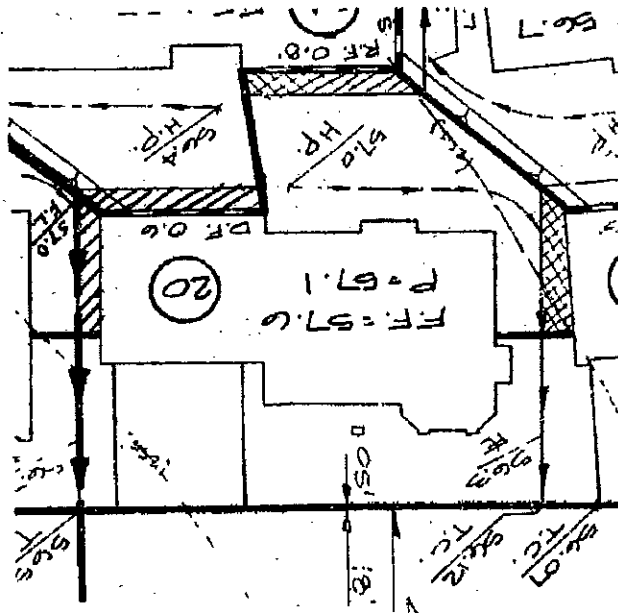


WROUGHT IRON FENCE



RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS GIVEN AND RECEIVED ARE OUTLINED IN TEXT OF C.C. * R'S



TRACT 13352 / LOT 21

(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S)
FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECEIVED FROM ADJACENT
LOT(S) FOR LOT OWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION
OF FLOW) 1/4 MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

FLOW LINE

F.F.

FINISH FLOOR

P.

PAD ELEVATION



BLOCK WALL

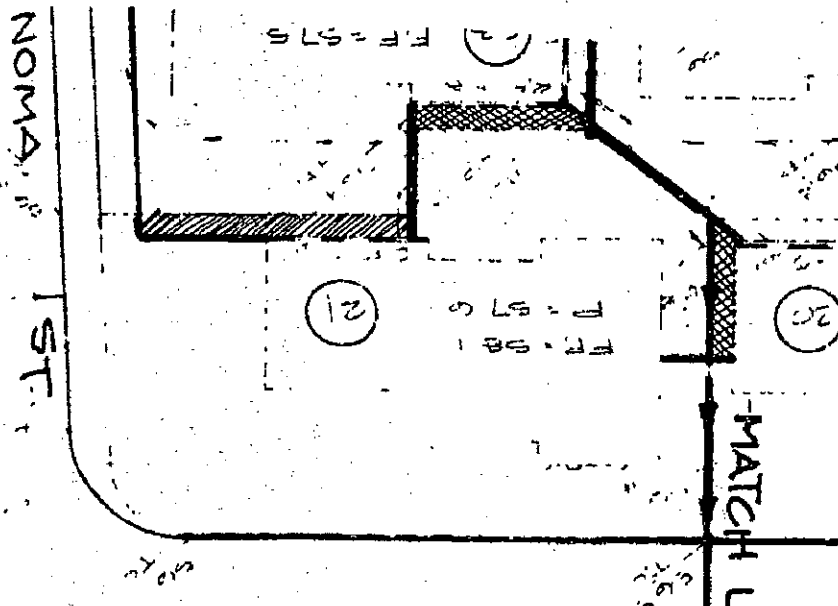


WROUGHT IRON FENCE



RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS
GIVEN AND RECEIVED ARE OUTLINED IN TEXT
OF C.C. * R'S



TRACT 13352 / LOT 22

(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S)
FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECIEVED FROM ADJACENT
LOT(S) FOR LOT GWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION
OF FLOW) 1% MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

FLOW LINE

F.F.

FINISH FLOOR

P.

PAD ELEVATION



BLOCK WALL

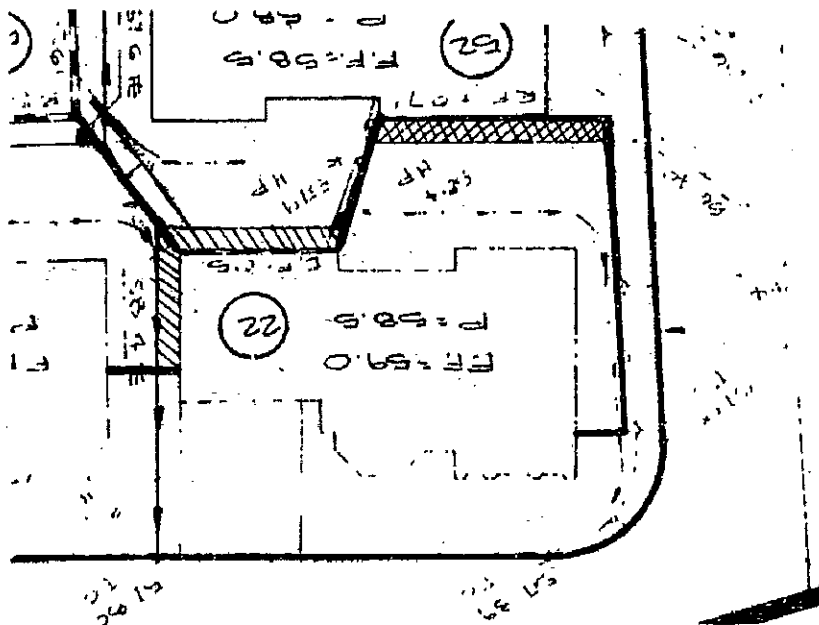


WROUGHT IRON FENCE



RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS
GIVEN AND RECEIVED ARE OUTLINED IN TEXT
OF C.C. * R'S



TRACT 13352 / LOT 23

(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S)
FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECIEVED FROM ADJACENT
LOT(S) FOR LOT OWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION
OF FLOW) 1/4 MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

FLOW LINE

F.F.

FINISH FLOOR

P.

PAD ELEVATION



BLOCK WALL

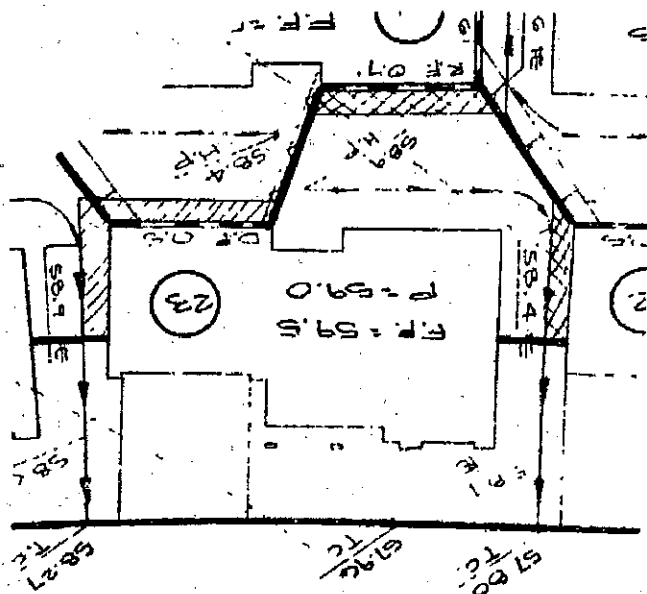


WROUGHT IRON FENCE



RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS
GIVEN AND RECEIVED ARE OUTLINED IN TEXT
OF C.C. * R'S



TRACT 13352 / LOT 24

(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S)
FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECIEVED FROM ADJACENT
LOT(S) FOR LOT OWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION
OF FLOW) 1/8 MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

FLOW LINE

F.F.

FINISH FLOOR

P.

PAD ELEVATION



BLOCK WALL

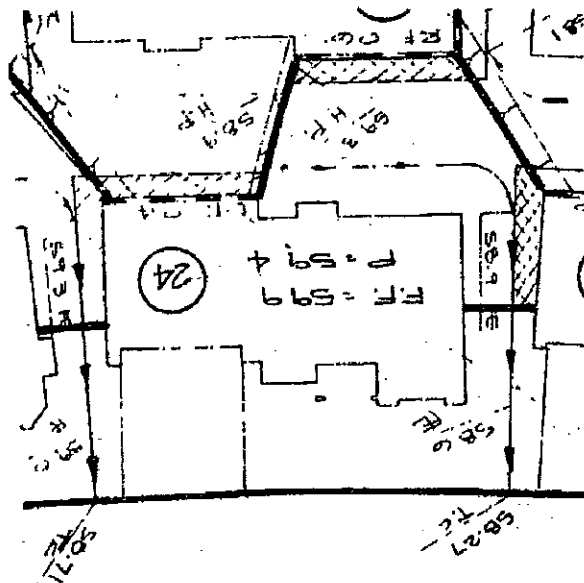


WROUGHT IRON FENCE



RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS
GIVEN AND RECEIVED ARE OUTLINED IN TEXT
OF C.C. * R'S



TRACT 13352 / LOT 25



(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S) FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECIEVED FROM ADJACENT LOT(S) FOR LOT OWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION OF FLOW) 14 MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

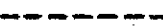
FLOW LINE

F.F.

FINISH FLOOR

P.

PAD ELEVATION



BLOCK WALL

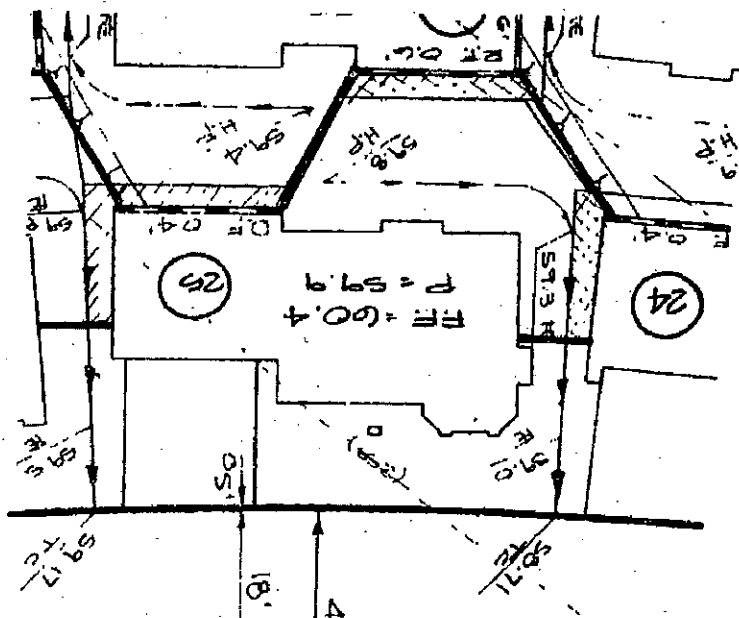


WROUGHT IRON FENCE



RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS GIVEN AND RECEIVED ARE OUTLINED IN TEXT OF C.C. * R'S



TRACT 13352 / LOT 26

(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S)
FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECEIVED FROM ADJACENT
LOT(S) FOR LOT OWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION
OF FLOW) 1/4 MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

FLOW LINE

F.F.

FINISH FLOOR

P.

PAD ELEVATION



BLOCK WALL

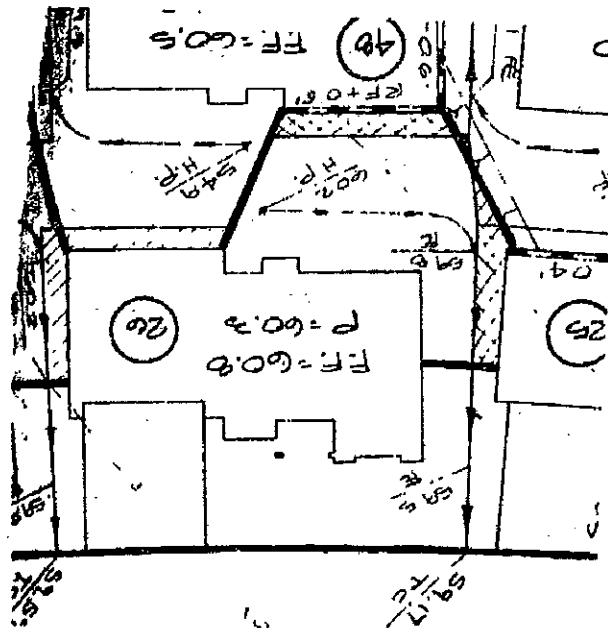


WROUGHT IRON FENCE



RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS
GIVEN AND RECEIVED ARE OUTLINED IN TEXT
OF C.C. * R'S



TRACT 13352 / LOT 27

(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S)
FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECEIVED FROM ADJACENT
LOT(S) FOR LOT OWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION
OF FLOW) 1 1/2 MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

FLOW LINE

F.F.

FINISH FLOOR

P.

PAD ELEVATION



BLOCK WALL

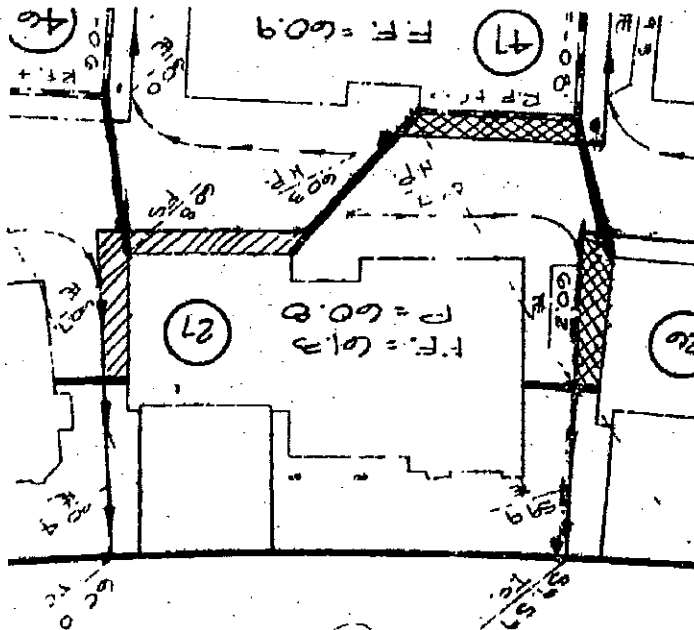


WROUGHT IRON FENCE



RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS
GIVEN AND RECEIVED ARE OUTLINED IN TEXT
OF C.C. * R'S



TRACT 13352 / LOT 28



(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S) FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECIEVED FROM ADJACENT LOT(S) FOR LOT OWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION OF FLOW) 1/4 MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

FLOW LINE

F.F.

FINISH FLOOR

P.

PAD ELEVATION



BLOCK WALL

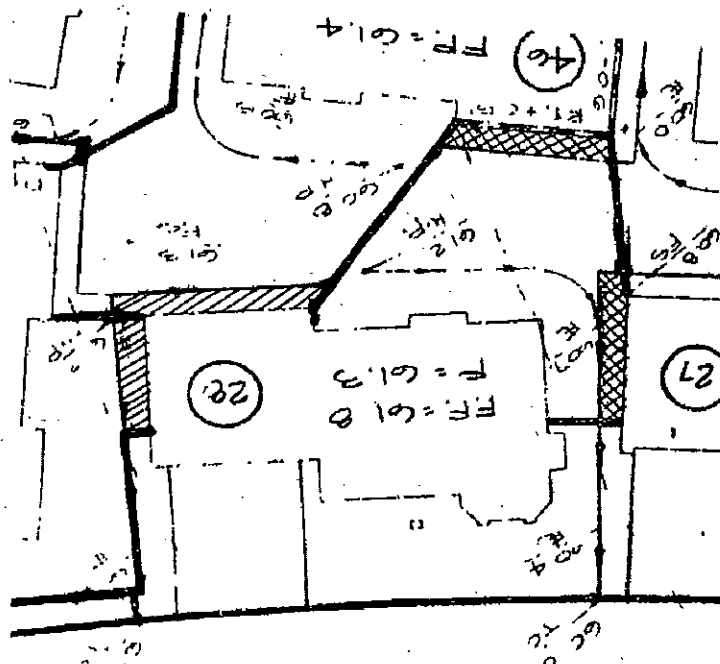


WROUGHT IRON FENCE



RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS GIVEN AND RECEIVED ARE OUTLINED IN TEXT OF C.C. * R'S



TRACT 13352 / LOT 29

(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S)
FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECIEVED FROM ADJACENT
LOT(S) FOR LOT OWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION
OF FLOW) 1/8 MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

FLOW LINE

F.F.

FINISH FLOOR

P.

PAD ELEVATION



BLOCK WALL

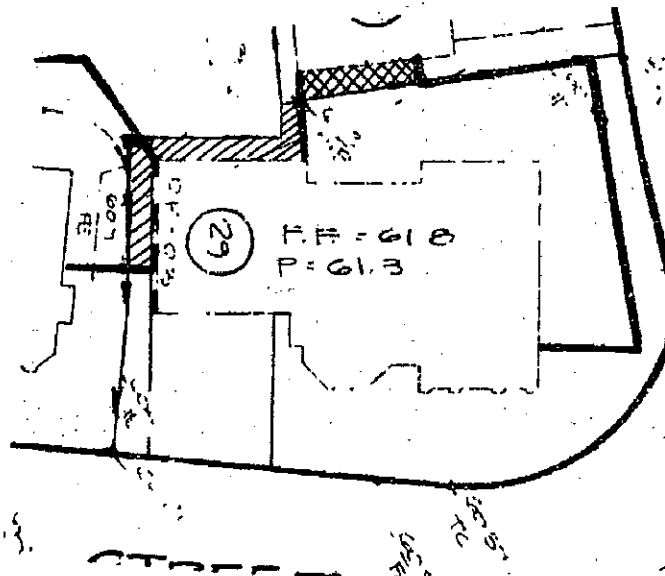


WROUGHT IRON FENCE



RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS
GIVEN AND RECEIVED ARE OUTLINED IN TEXT
OF C.C. * R'S



TRACT 13352 / LOT 30

(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S)
FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECIEVED FROM ADJACENT
LOT(S) FOR LOT OWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION
OF FLOW) 1% MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

FLOW LINE

F.F.

FINISH FLOOR

P.

PAD ELEVATION



BLOCK WALL

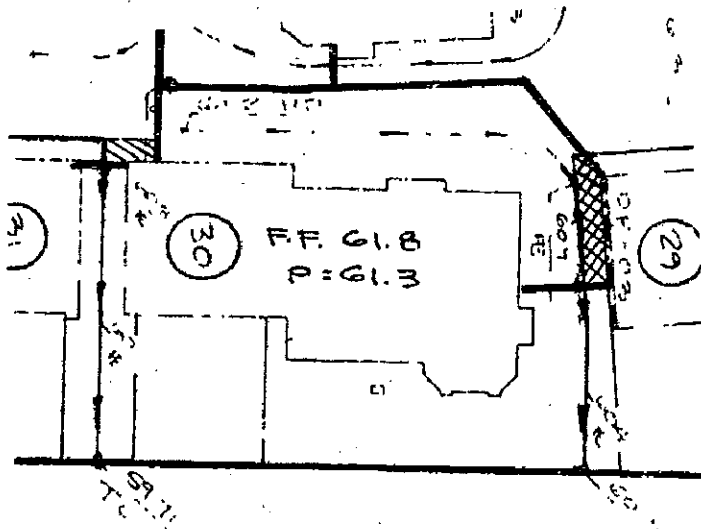


WROUGHT IRON FENCE



RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS
GIVEN AND RECEIVED ARE OUTLINED IN TEXT
OF C.C. * R'S



TRACT 13352 / LOT 31

(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S)
FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECIEVED FROM ADJACENT
LOT(S) FOR LOT OWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION
OF FLOW) 1/4 MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

FLOW LINE

F.F.

FINISH FLOOR

P.

PAD ELEVATION



BLOCK WALL

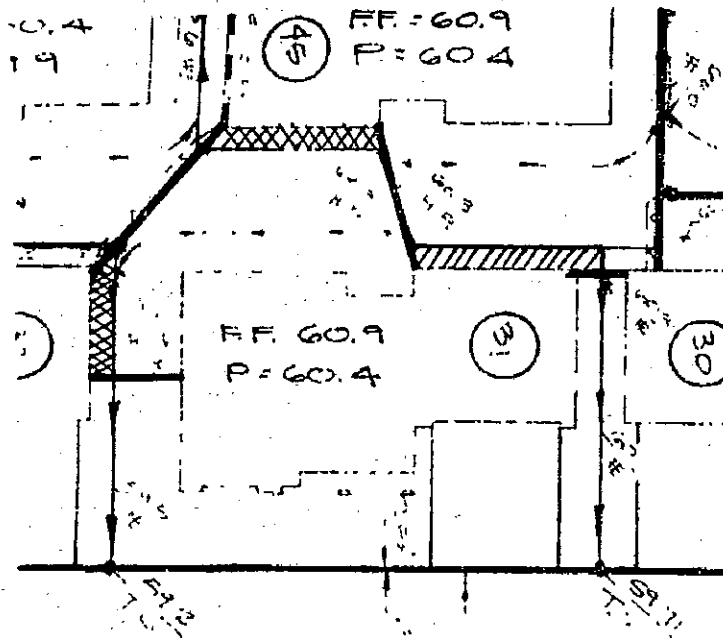


WROUGHT IRON FENCE



RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS
GIVEN AND RECEIVED ARE OUTLINED IN TEXT
OF C.C. * R'S



TRACT 13352 / LOT 32

(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S)
FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECIEVED FROM ADJACENT
LOT(S) FOR LOT OWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION
OF FLOW) 1% MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

FLOW LINE

F.F.

FINISH FLOOR

P.

PAD ELEVATION



BLOCK WALL

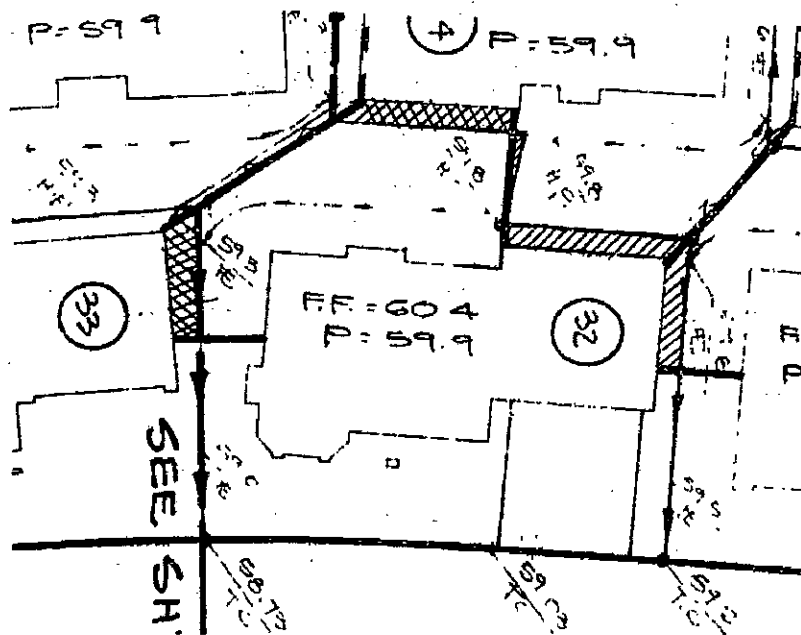


WROUGHT IRON FENCE



RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS
GIVEN AND RECEIVED ARE OUTLINED IN TEXT
OF C.C. * R'S



TRACT 13352 / LOT 33



(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S) FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECIEVED FROM ADJACENT LOT(S) FOR LOT OWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION OF FLOW) 1" MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

FLOW LINE

F.F.

FINISH FLOOR

P.

PAD ELEVATION



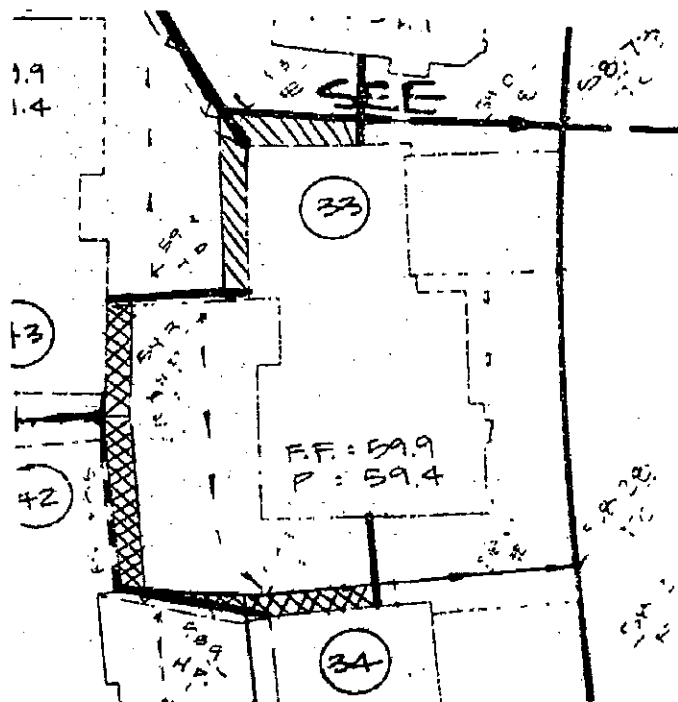
BLOCK WALL



WROUGHT IRON FENCE

RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS GIVEN AND RECIEVED ARE OUTLINED IN TEXT OF C.C. * R'S



TRACT 13352 / LOT 34

(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S)
FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECEIVED FROM ADJACENT
LOT(S) FOR LOT OWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION
OF FLOW) 16 MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

FLOW LINE

F.F.

FINISH FLOOR

P.

PAD ELEVATION



BLOCK WALL

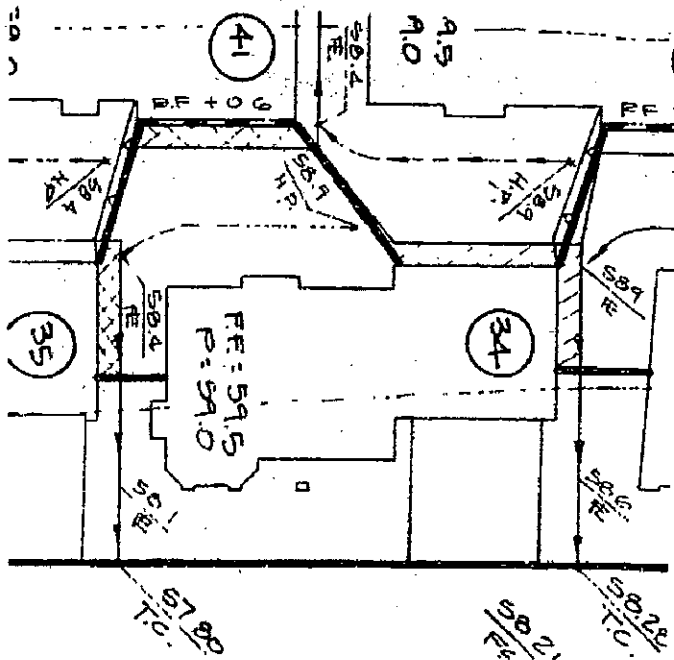


WROUGHT IRON FENCE



RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS
GIVEN AND RECEIVED ARE OUTLINED IN TEXT
OF C.C. * R'S



TRACT 13352 / LOT 35

(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S)
FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECIEVED FROM ADJACENT
LOT(S) FOR LOT OWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION
OF FLOW) 1% MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

FLOW LINE

F.F.

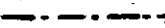
FINISH FLOOR

P.

PAD ELEVATION



BLOCK WALL

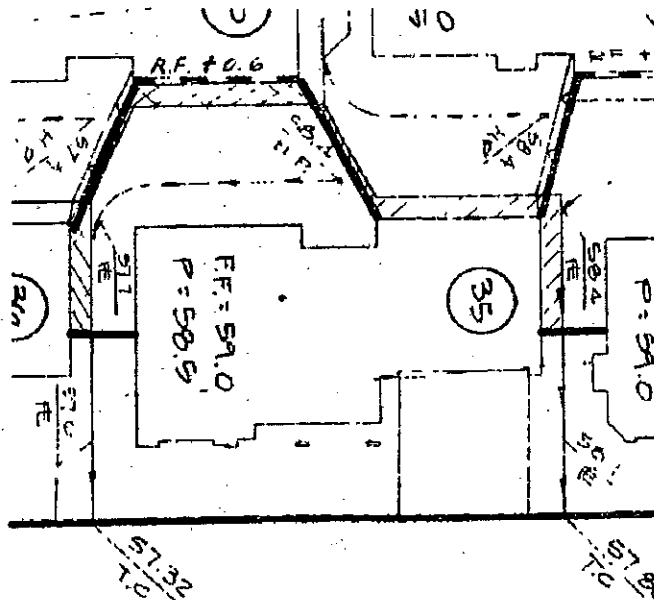


WROUGHT IRON FENCE



RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS
GIVEN AND RECEIVED ARE OUTLINED IN TEXT
OF C.C. * R'S



TRACT 13352 / LOT 36

(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S)
FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECIEVED FROM ADJACENT
LOT(S) FOR LOT OWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION
OF FLOW) 1/8 MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

FLOW LINE

F.F.

FINISH FLOOR

P.

PAD ELEVATION



BLOCK WALL

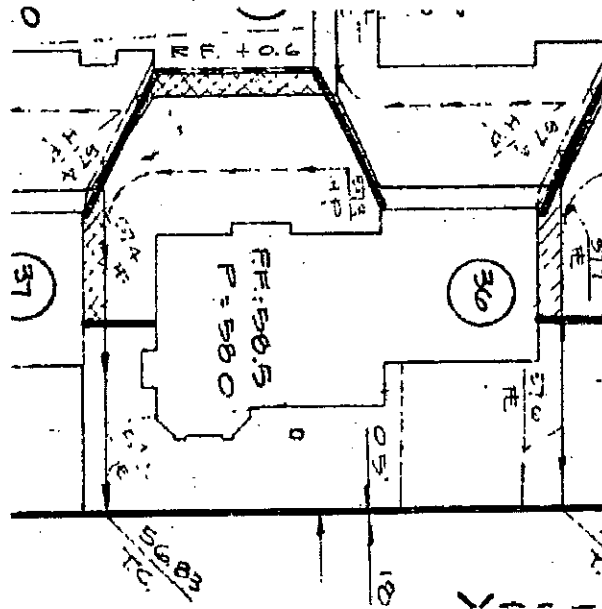


WROUGHT IRON FENCE



RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS
GIVEN AND RECEIVED ARE OUTLINED IN TEXT
OF C.C. * R'S



TRACT 13352 / LOT 37

(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S)
FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECEIVED FROM ADJACENT
LOT(S) FOR LOT OWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION
OF FLOW) 1/4 MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

FLOW LINE

F.F.

FINISH FLOOR

P.

PAD ELEVATION



BLOCK WALL

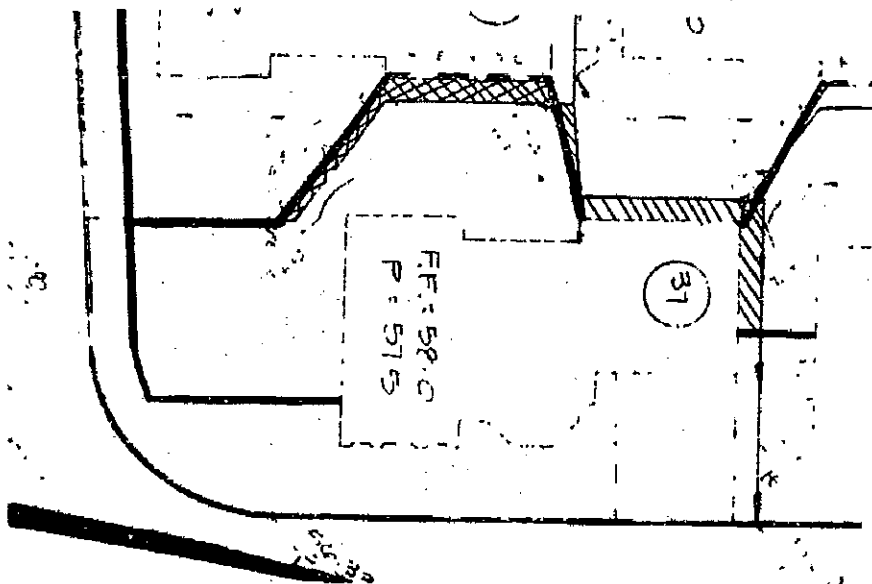


WROUGHT IRON FENCE



RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS
GIVEN AND RECEIVED ARE OUTLINED IN TEXT
OF C.C. * R'S



35001
cde1

TRACT 13352 / LOT 38



(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S) FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECIEVED FROM ADJACENT LOT(S) FOR LOT OWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION OF FLOW) 1 1/2 MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

FLOW LINE

F.F.

FINISH FLOOR

P.

PAD ELEVATION



BLOCK WALL



WROUGHT IRON FENCE

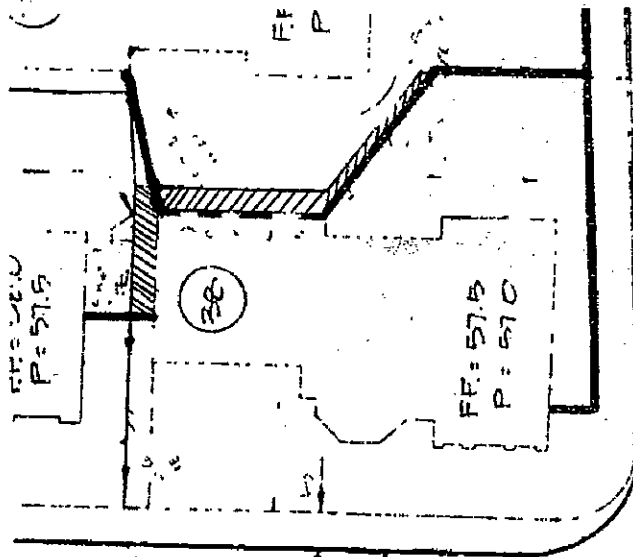


RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS GIVEN AND RECEIVED ARE OUTLINED IN TEXT OF C.C. * R'S

6002
6002

6003
6003



6004
6004

TRACT 13352 / LOT 39

(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S)
FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECEIVED FROM ADJACENT
LOT(S) FOR LOT OWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION
OF FLOW) 1% MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

FLOW LINE

F.F.

FINISH FLOOR

P.

PAD ELEVATION



BLOCK WALL

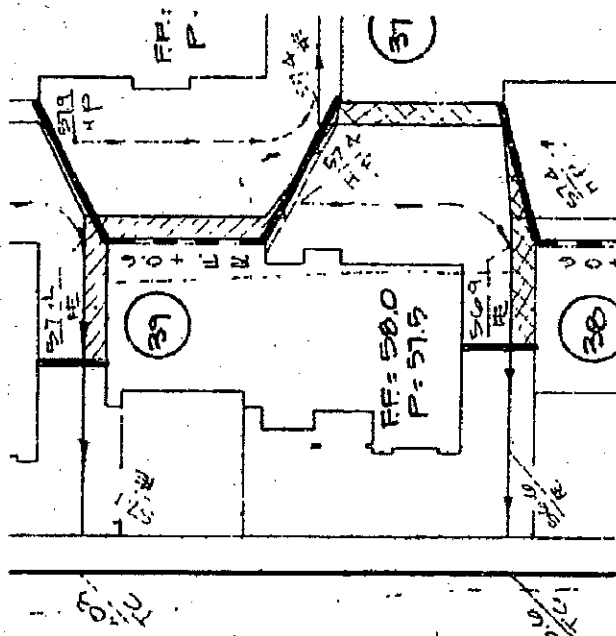


WROUGHT IRON FENCE



RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS
GIVEN AND RECEIVED ARE OUTLINED IN TEXT
OF C.C. * R'S



TRACT 13352 / LOT 40

(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S)
FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECIEVED FROM ADJACENT
LOT(S) FOR LOT OWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION
OF FLOW) 1:1 MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

FLOW LINE

F.F.

FINISH FLOOR

P.

PAD ELEVATION



BLOCK WALL

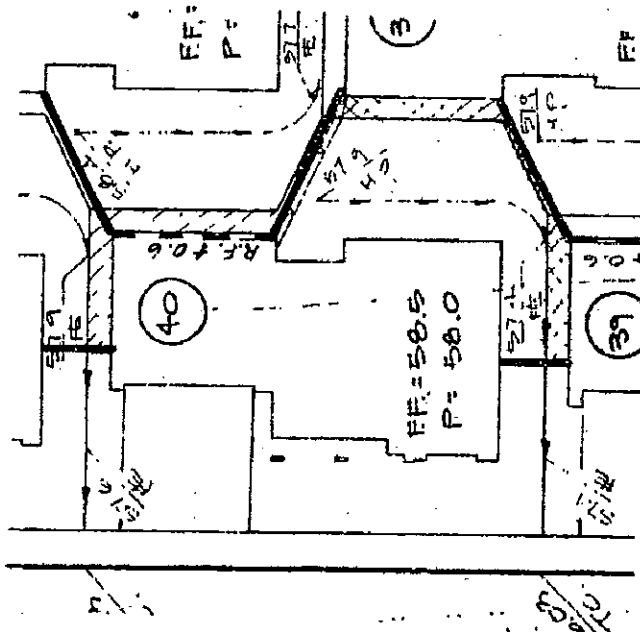


WROUGHT IRON FENCE



RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS
GIVEN AND RECEIVED ARE OUTLINED IN TEXT
OF C.C. * R'S



18821
18821

EXHIBIT "C" C-23

89-038339

TRACT 13352 / LOT 41



(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S) FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECIEVED FROM ADJACENT LOT(S) FOR LOT OWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION OF FLOW) 1% MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

FLOW LINE

F.F.

FINISH FLOOR

P.

PAD ELEVATION



BLOCK WALL



WROUGHT IRON FENCE

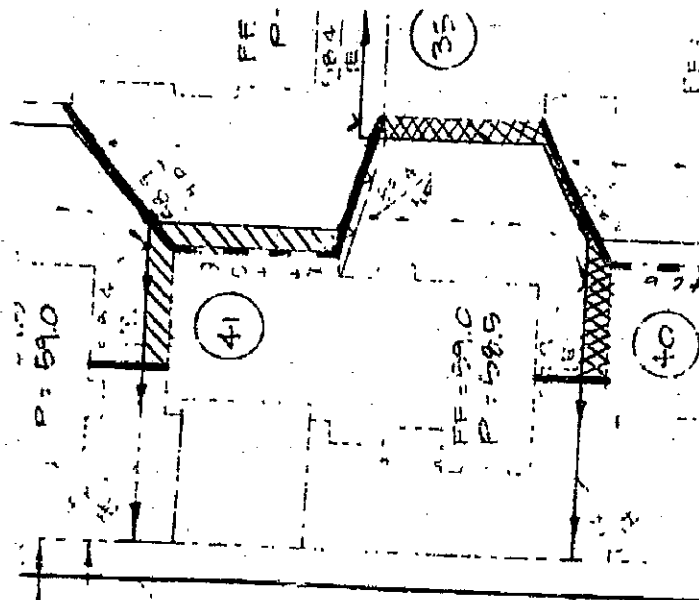


RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS GIVEN AND RECEIVED ARE OUTLINED IN TEXT OF C.C. * R'S

18821
18821

18821
18821



18821
18821

TRACT 13352 / LOT 42

(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S)
FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECEIVED FROM ADJACENT
LOT(S) FOR LOT OWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION
OF FLOW) 18 MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

FLOW LINE

F.F.

FINISH FLOOR

P.

PAD ELEVATION



BLOCK WALL

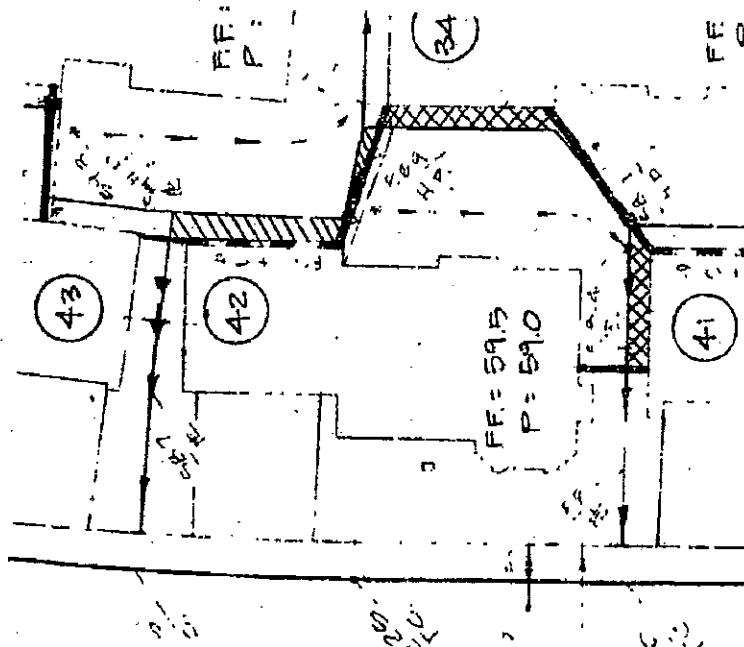


WROUGHT IRON FENCE



RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS
GIVEN AND RECEIVED ARE OUTLINED IN TEXT
OF C.C. * R'S



1901
-day

89-038339

EXHIBIT "C" C-25

TRACT 13352 / LOT 43



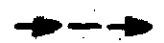
(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S) FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECIEVED FROM ADJACENT LOT(S) FOR LOT OWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION OF FLOW) 1/8 MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

FLOW LINE

F.F.

FINISH FLOOR

P.

PAD ELEVATION



BLOCK WALL

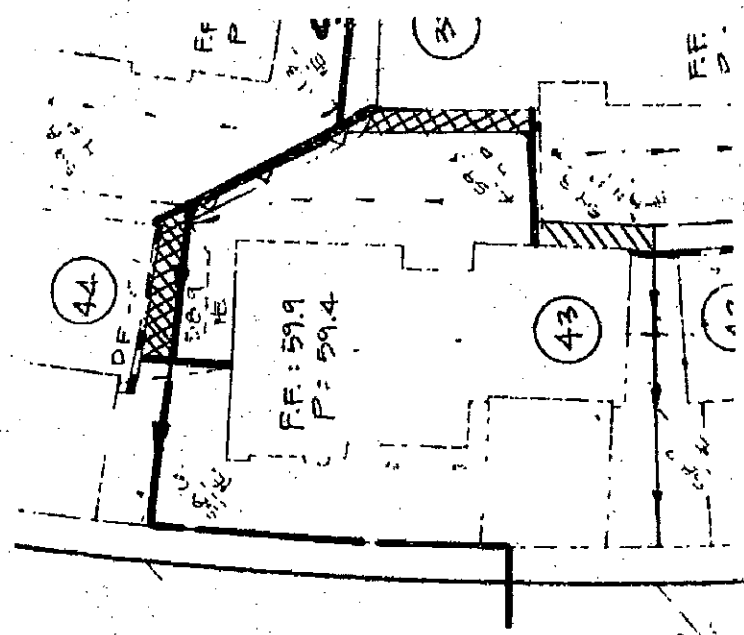


WROUGHT IRON FENCE



RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS GIVEN AND RECEIVED ARE OUTLINED IN TEXT OF C.C. * R'S



TRACT 13352 / LOT 44



(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S) FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECIEVED FROM ADJACENT LOT(S) FOR LOT OWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION OF FLOW) 1% MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

FLOW LINE

F.F.

FINISH FLOOR

P.

PAD ELEVATION



BLOCK WALL

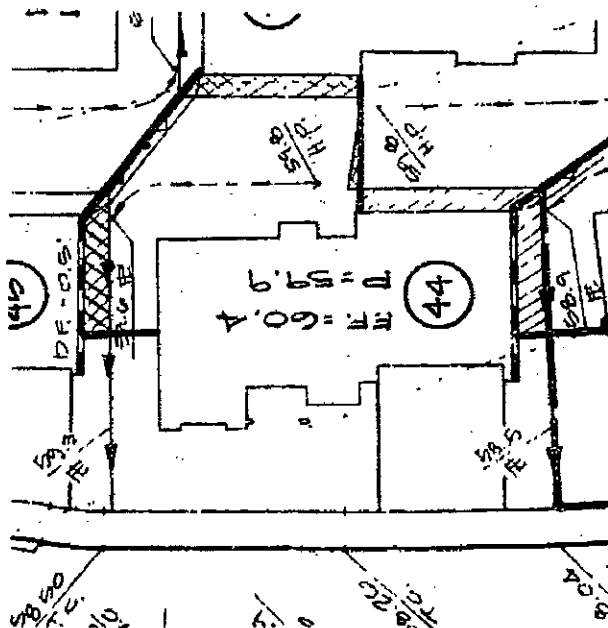


WROUGHT IRON FENCE



RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS GIVEN AND RECEIVED ARE OUTLINED IN TEXT OF C.C. * R'S



TRACT 13352 / LOT 45

(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S)
FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECEIVED FROM ADJACENT
LOT(S) FOR LOT OWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION
OF FLOW) 1% MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

FLOW LINE

F.F.

FINISH FLOOR

P.

PAD ELEVATION



BLOCK WALL

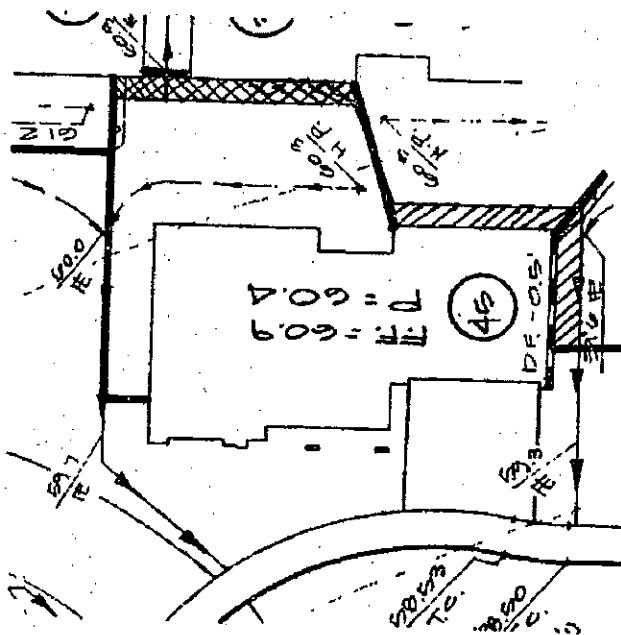


WROUGHT IRON FENCE



RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS
GIVEN AND RECEIVED ARE OUTLINED IN TEXT
OF C.C. * R'S



TRACT 13352 / LOT 46

(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S)
FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECIEVED FROM ADJACENT
LOT(S) FOR LOT OWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION
OF FLOW) 1/8 MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

FLOW LINE

F.F.

FINISH FLOOR

P.

PAD ELEVATION



BLOCK WALL

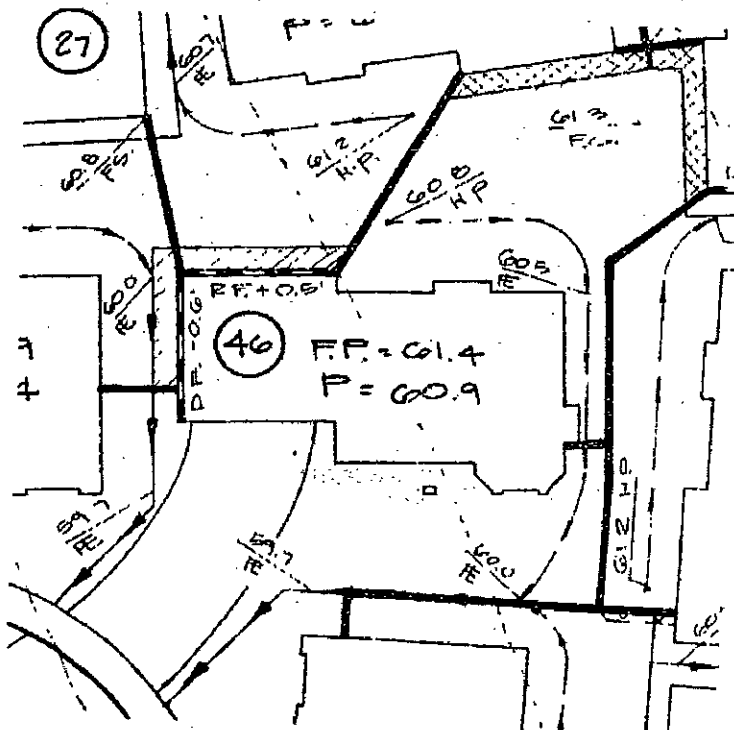


WROUGHT IRON FENCE



RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS
GIVEN AND RECEIVED ARE OUTLINED IN TEXT
OF C.C. * R'S



89-038339

EXHIBIT "C" C-29

TRACT 13352 / LOT 47



(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S) FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECEIVED FROM ADJACENT LOT(S) FOR LOT OWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION OF FLOW) 1/4 MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

FLOW LINE

F.F.

FINISH FLOOR

P.

PAD ELEVATION



BLOCK WALL

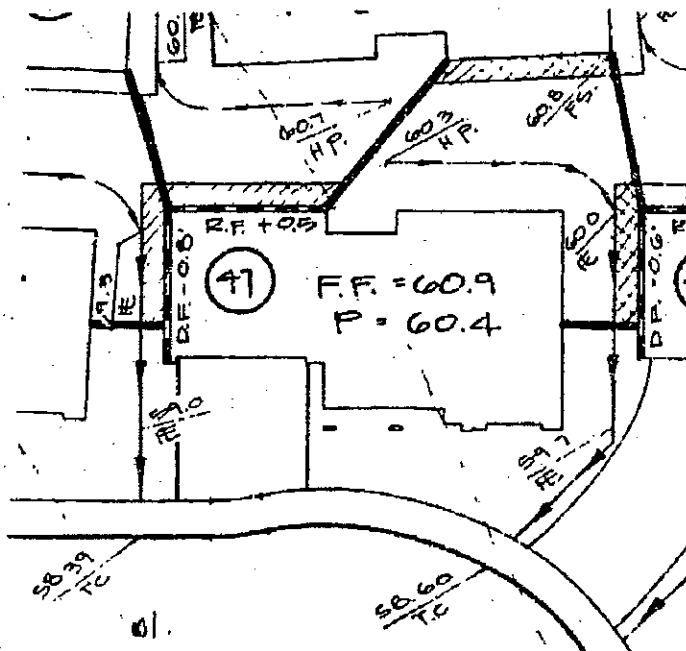


WROUGHT IRON FENCE



RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS GIVEN AND RECEIVED ARE OUTLINED IN TEXT OF C.C. * R'S



TRACT 13352 / LOT 48

(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S)
FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECEIVED FROM ADJACENT
LOT(S) FOR LOT OWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION
OF FLOW) 1% MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

FLOW LINE

F.F.

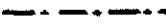
FINISH FLOOR

P.

PAD ELEVATION



BLOCK WALL

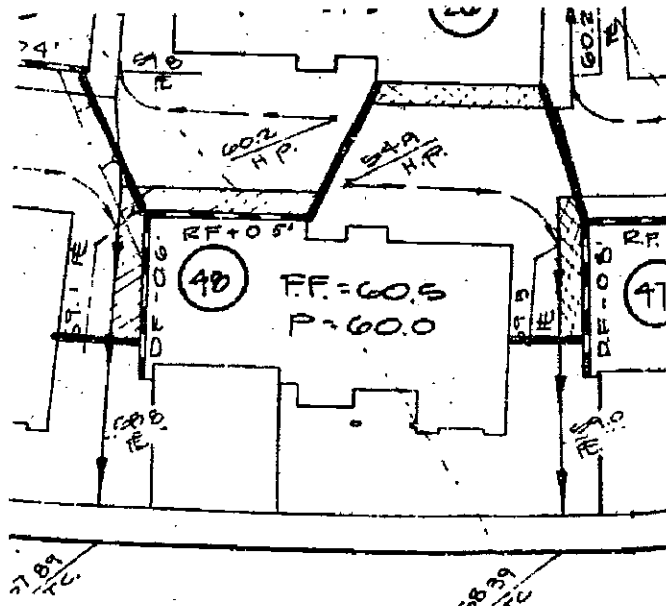


WROUGHT IRON FENCE



RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS
GIVEN AND RECEIVED ARE OUTLINED IN TEXT
OF C.C. * R'S



TRACT 13352 / LOT 49

(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S)
FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECIEVED FROM ADJACENT
LOT(S) FOR LOT OWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION
OF FLOW) 1% MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

FLOW LINE

F.F.

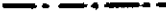
FINISH FLOOR

P.

PAD ELEVATION



BLOCK WALL

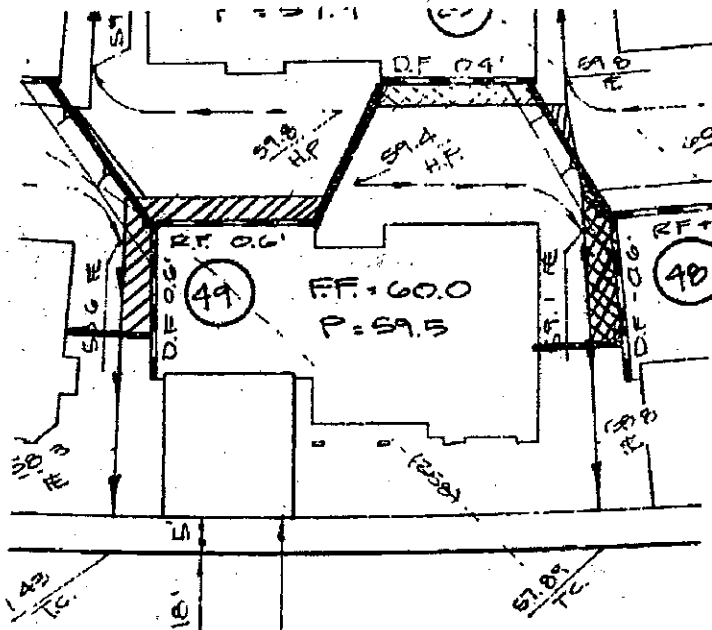


WROUGHT IRON FENCE



RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS
GIVEN AND RECEIVED ARE OUTLINED IN TEXT
OF C.C. * R'S



TRACT 13352 / LOT 50

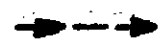
(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S)
FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECIEVED FROM ADJACENT
LOT(S) FOR LOT OWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION
OF FLOW) 1 $\frac{1}{2}$ MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

FLOW LINE

F.F.

FINISH FLOOR

P.

PAD ELEVATION



BLOCK WALL

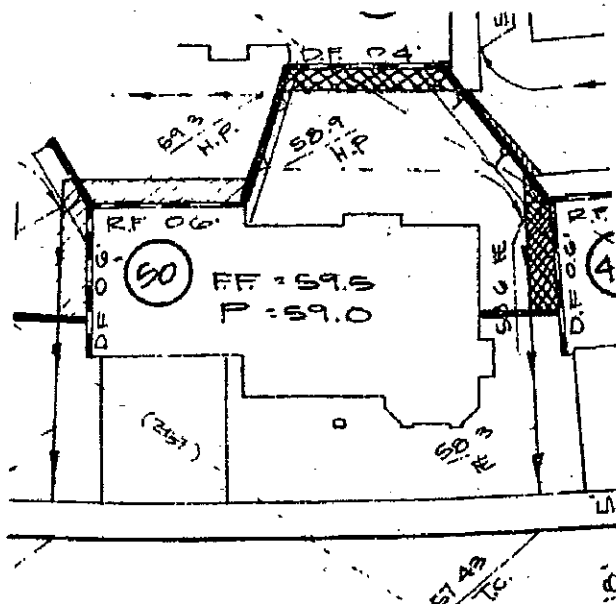


WROUGHT IRON FENCE



RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS
GIVEN AND RECEIVED ARE OUTLINED IN TEXT
OF C.C. * R'S



5

TRACT 13352 / LOT 52

(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S)
FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECEIVED FROM ADJACENT
LOT(S) FOR LOT OWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION
OF FLOW) 1/4 MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

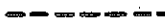
FLOW LINE

F.F.

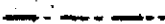
FINISH FLOOR

P.

PAD ELEVATION



BLOCK WALL

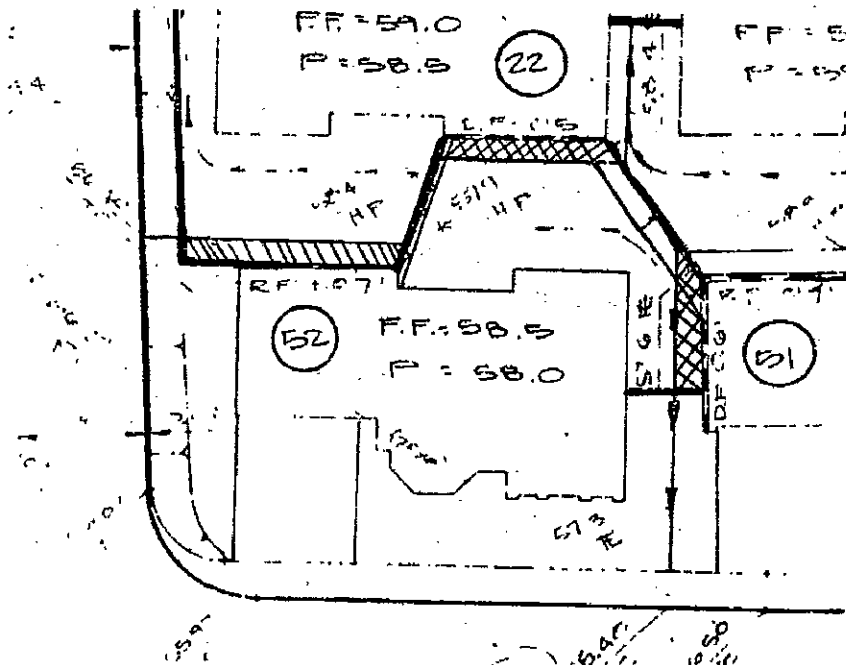


WROUGHT IRON FENCE



RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS
GIVEN AND RECEIVED ARE OUTLINED IN TEXT
OF C.C. * R'S



TRACT 13352 / LOT 53

(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S)
FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECIEVED FROM ADJACENT
LOT(S) FOR LOT OWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION
OF FLOW) 1% MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

FLOW LINE

F.F.

FINISH FLOOR

P.

PAD ELEVATION



BLOCK WALL

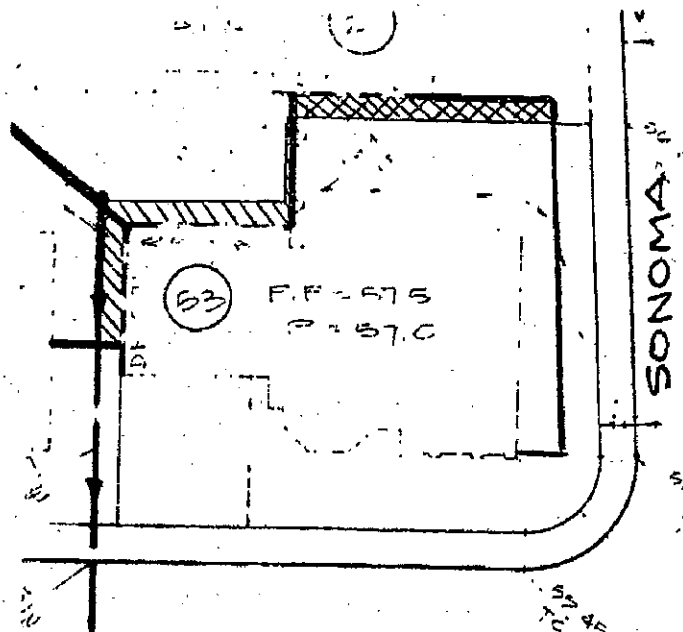


WROUGHT IRON FENCE



RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS
GIVEN AND RECEIVED ARE OUTLINED IN TEXT
OF C.C. * R'S



TRACT 13352 / LOT 54

(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S)
FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECIEVED FROM ADJACENT
LOT(S) FOR LOT OWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION
OF FLOW) 10 MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

FLOW LINE

F.F.

FINISH FLOOR

P.

PAD ELEVATION



BLOCK WALL

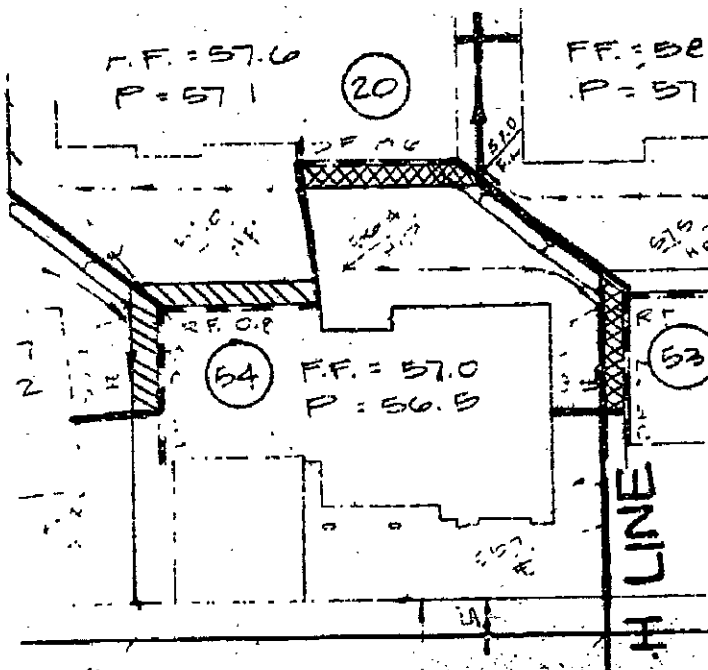


WROUGHT IRON FENCE



RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS
GIVEN AND RECEIVED ARE OUTLINED IN TEXT
OF C.C. & R'S



TRACT 13352 / LOT 55

(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S)
FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECIEVED FROM ADJACENT
LOT(S) FOR LOT OWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION
OF FLOW) 1/8 MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

FLOW LINE

F.F.

FINISH FLOOR

P.

PAD ELEVATION



BLOCK WALL

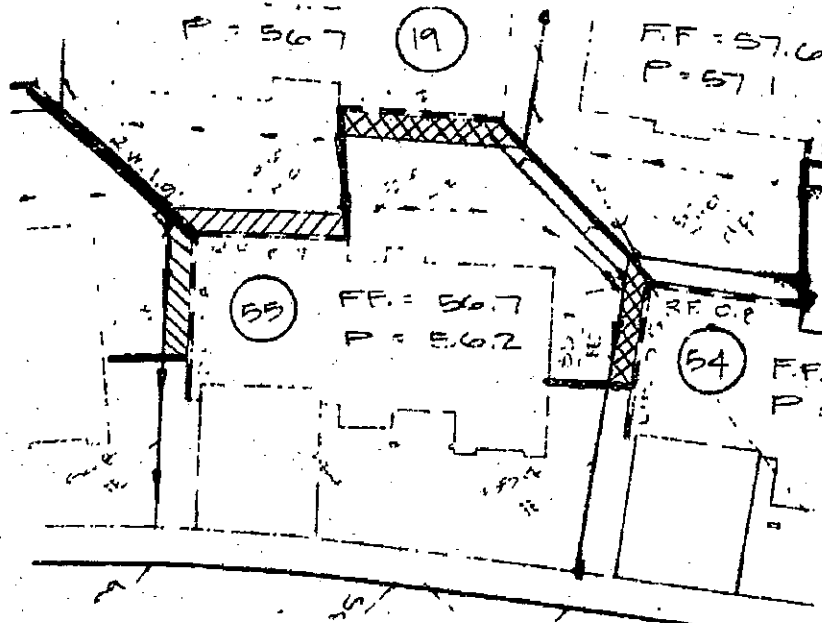


WROUGHT IRON FENCE



RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS
GIVEN AND RECEIVED ARE OUTLINED IN TEXT
OF C.C. * R'S



TRACT 13352 / LOT 147

(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S)
FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECEIVED FROM ADJACENT
LOT(S) FOR LOT OWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION
OF FLOW) 1/8 MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

FLOW LINE

F.F.

FINISH FLOOR

P.

PAD ELEVATION



BLOCK WALL

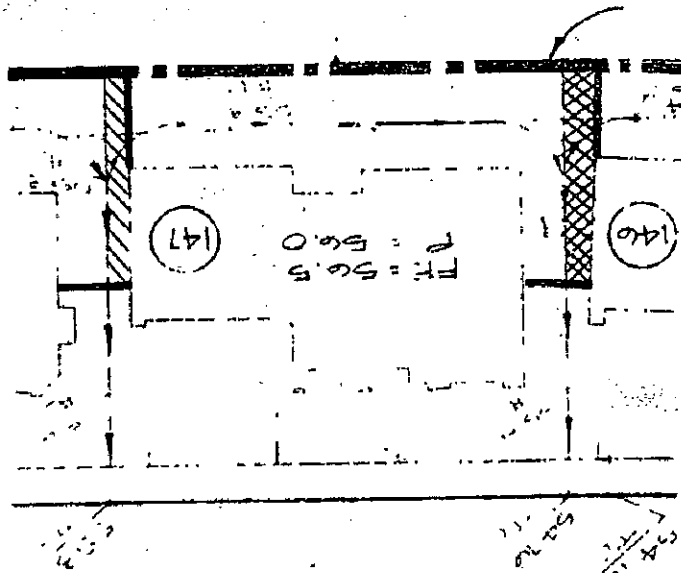


WROUGHT IRON FENCE



RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS
GIVEN AND RECEIVED ARE OUTLINED IN TEXT
OF C.C. * R'S



TRACT 13352 / LOT 148



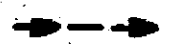
(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S) FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECIEVED FROM ADJACENT LOT(S) FOR LOT OWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION OF FLOW) 1% MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

FLOW LINE

F.F.

FINISH FLOOR

P.

PAD ELEVATION



BLOCK WALL

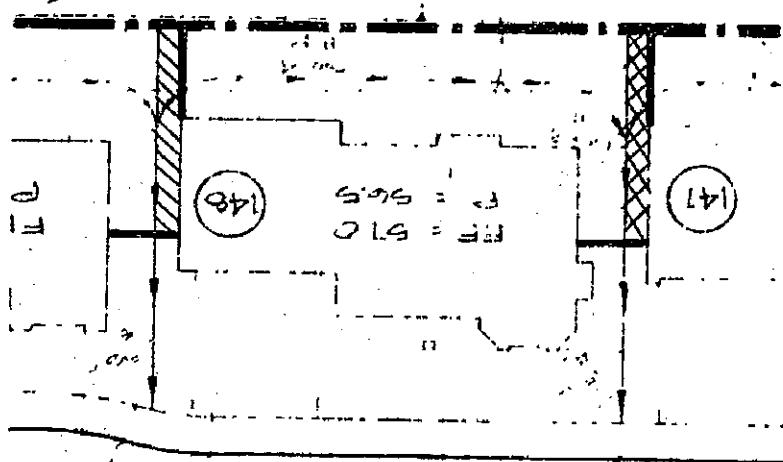


WROUGHT IRON FENCE



RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS GIVEN AND RECEIVED ARE OUTLINED IN TEXT OF C.C. * R'S



TRACT 13352 / LOT 149

(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S)
FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECIEVED FROM ADJACENT
LOT(S) FOR LOT OWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION
OF FLOW) 1/4 MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

FLOW LINE

F.F.

FINISH FLOOR

P.

PAD ELEVATION



BLOCK WALL

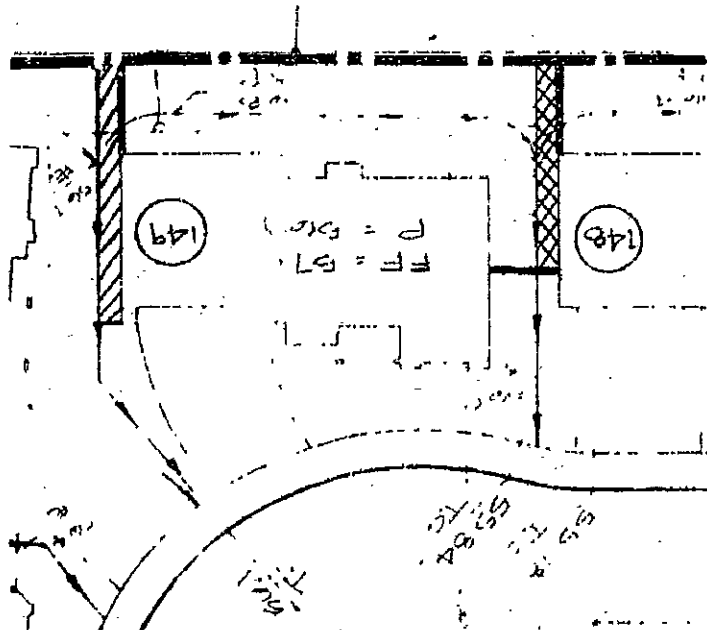


WROUGHT IRON FENCE
















RETAINING WALL

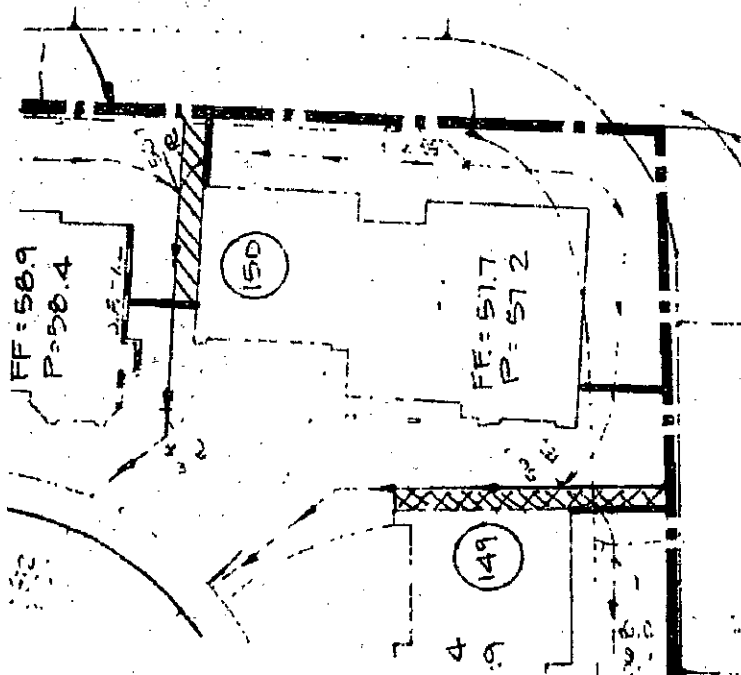
* RESTRICTIONS "FOR USE" OF EASEMENT AREAS
GIVEN AND RECEIVED ARE OUTLINED IN TEXT
OF C.C. * R'S



TRACT 13352 / LOT 150

- ★  (Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S) FOR THEIR RESTRICTED USE.
- ★  (Dominant) EASEMENT AREA(S) RECIEVED FROM ADJACENT LOT(S) FOR LOT OWNER'S RESTRICTED USE.
-  WOOD FENCE
-  LOT DRAINAGE SWALE (INDICATES DIRECTION OF FLOW) 1% MIN.
-  LOT LINE
-  HIGH POINT
-  TOP OF CURB
-  FLOW LINE
-  FINISH FLOOR
-  PAD ELEVATION
-  BLOCK WALL
-  WROUGHT IRON FENCE
-  RETAINING WALL
- ★ RESTRICTIONS "FOR USE" OF EASEMENT AREAS GIVEN AND RECEIVED ARE OUTLINED IN TEXT OF C.C. * R'S

H.P.
T.C.
F.L.
F.F.
P.



TRACT 13352 / LOT 151

(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S)
FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECEIVED FROM ADJACENT
LOT(S) FOR LOT OWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION
OF FLOW) 1% MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

FLOW LINE

F.F.

FINISH FLOOR

P.

PAD ELEVATION



BLOCK WALL

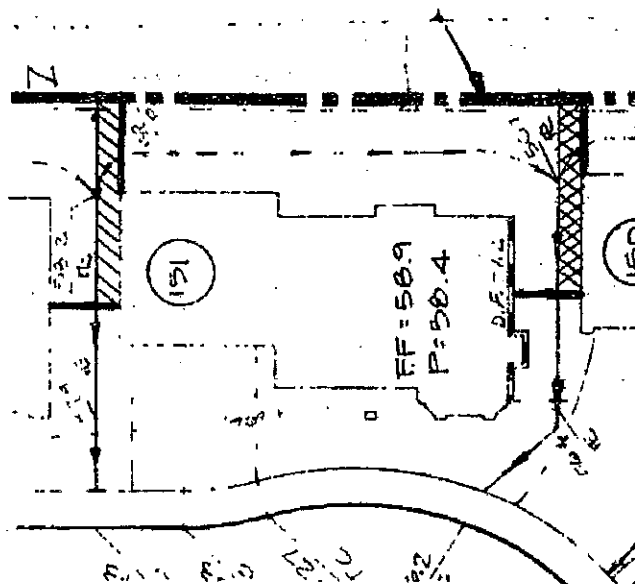


WROUGHT IRON FENCE



RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS
GIVEN AND RECEIVED ARE OUTLINED IN TEXT
OF C.C. * R'S



TRACT 13352 / LOT 152

(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S)
FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECEIVED FROM ADJACENT
LOT(S) FOR LOT OWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION
OF FLOW) 1/8 MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

FLOW LINE

F.F.

FINISH FLOOR

P.

PAD ELEVATION



BLOCK WALL

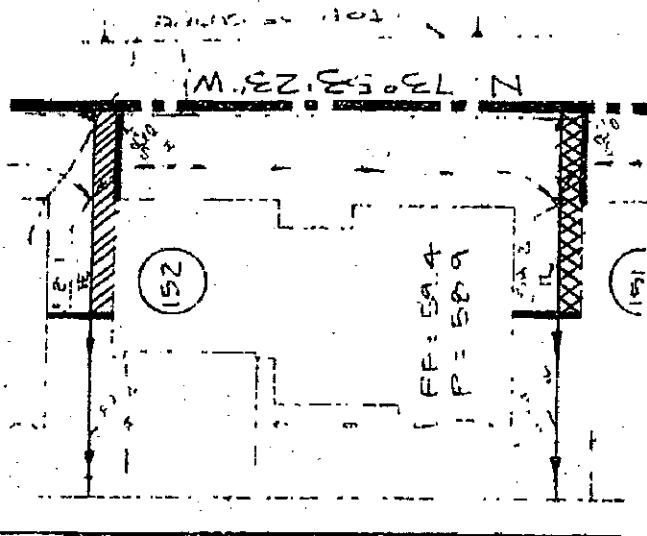


WROUGHT IRON FENCE



RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS
GIVEN AND RECEIVED ARE OUTLINED IN TEXT
OF C.C. * R'S



TRACT 13352 / LOT 153

(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S)
FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECEIVED FROM ADJACENT
LOT(S) FOR LOT OWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION
OF FLOW) 1 1/2 MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

FLOW LINE

F.F.

FINISH FLOOR

P.

PAD ELEVATION



BLOCK WALL

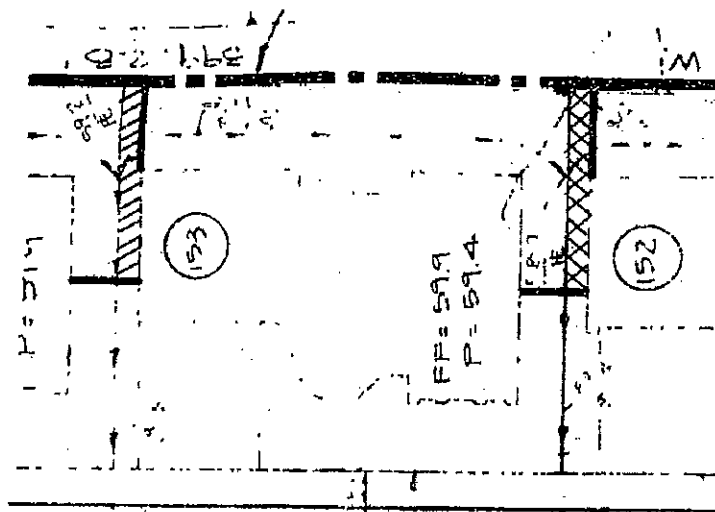


WROUGHT IRON FENCE



RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS
GIVEN AND RECEIVED ARE OUTLINED IN TEXT
OF C.C. * R'S



TRACT 13352 / LOT 154

(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S)
FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECEIVED FROM ADJACENT
LOT(S) FOR LOT OWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION
OF FLOW) 1/8 MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

FLOW LINE

F.F.

FINISH FLOOR

P.

PAD ELEVATION



BLOCK WALL

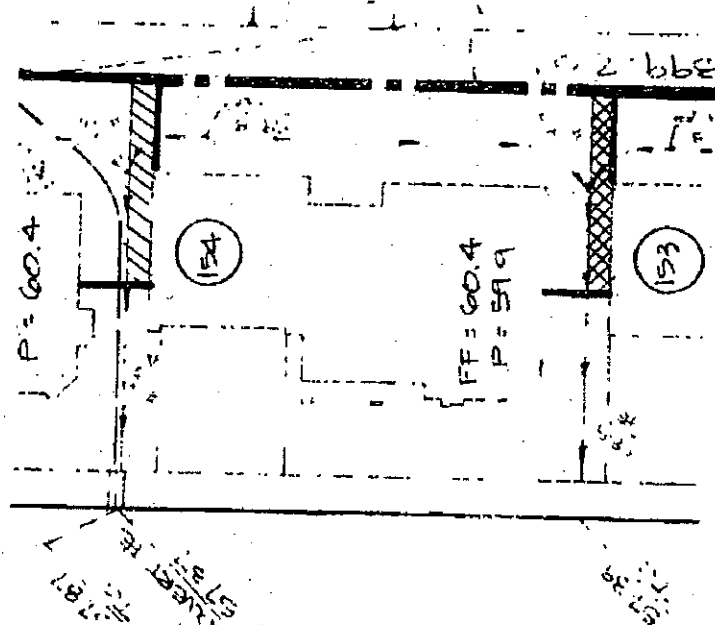


WROUGHT IRON FENCE



RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS
GIVEN AND RECEIVED ARE OUTLINED IN TEXT
OF C.C. * R'S



NOT
FOR

EXHIBIT "C" C-46

89-038339

TRACT 13352 / LOT 155



(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S) FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECEIVED FROM ADJACENT LOT(S) FOR LOT OWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION OF FLOW) 1% MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

FLOW LINE

F.F.

FINISH FLOOR

P.

PAD ELEVATION



BLOCK WALL

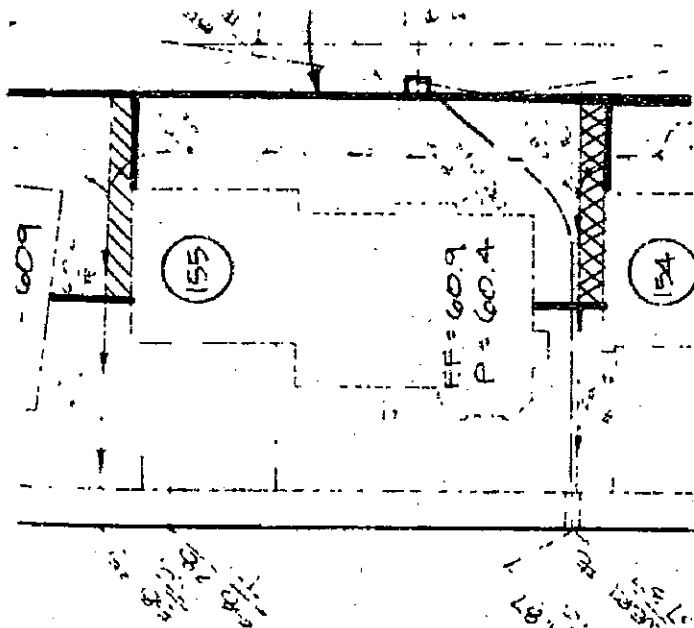


WROUGHT IRON FENCE



RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS GIVEN AND RECEIVED ARE OUTLINED IN TEXT OF C.C. * R'S



TRACT 13352 / LOT 156

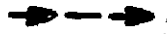
(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S)
FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECEIVED FROM ADJACENT
LOT(S) FOR LOT OWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION
OF FLOW) 1% MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

FLOW LINE

F.F.

FINISH FLOOR

P.

PAD ELEVATION



BLOCK WALL

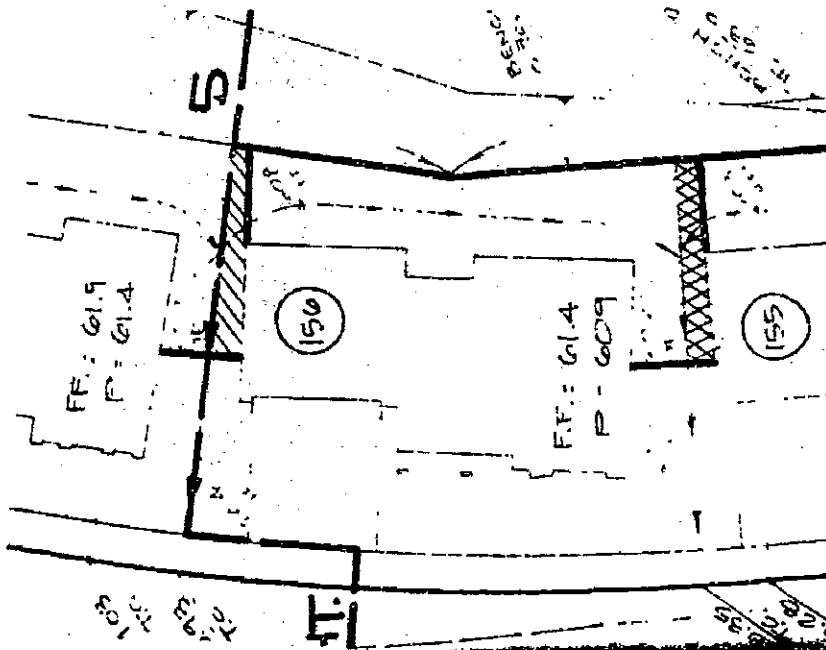


WROUGHT IRON FENCE



RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS
GIVEN AND RECEIVED ARE OUTLINED IN TEXT
OF C.C. * R'S



TRACT 13352 / LOT 157

(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S)
FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECEIVED FROM ADJACENT
LOT(S) FOR LOT OWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION
OF FLOW) 1% MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

FLOW LINE

F.F.

FINISH FLOOR

P.

PAD ELEVATION



BLOCK WALL

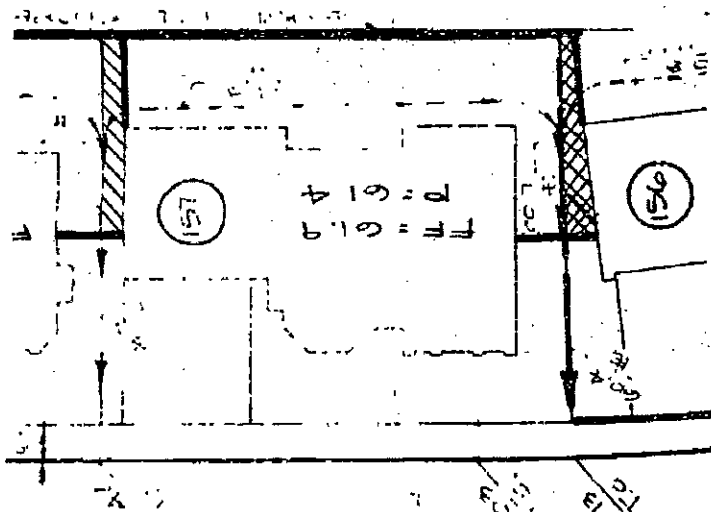


WROUGHT IRON FENCE



RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS
GIVEN AND RECEIVED ARE OUTLINED IN TEXT
OF C.C. * R'S



TRACT 13352 / LOT 158

(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S)
FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECIEVED FROM ADJACENT
LOT(S) FOR LOT OWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION
OF FLOW) 1% MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

FLOW LINE

F.F.

FINISH FLOOR

P.

PAD ELEVATION



BLOCK WALL

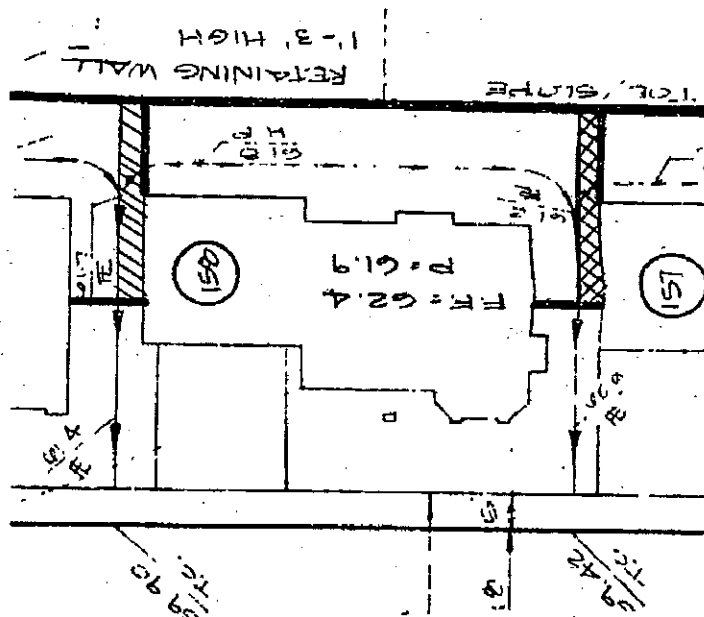


WROUGHT IRON FENCE



RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS
GIVEN AND RECEIVED ARE OUTLINED IN TEXT
OF C.C. & R'S



TRACT 13352 / LOT 159



(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S)
FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECIEVED FROM ADJACENT LOT(S) FOR LOT OWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION
OF FLOW) 1/8 MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

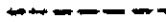
FLOW LINE

F.F.

FINISH FLOOR

P.

PAD ELEVATION



BLOCK WALL

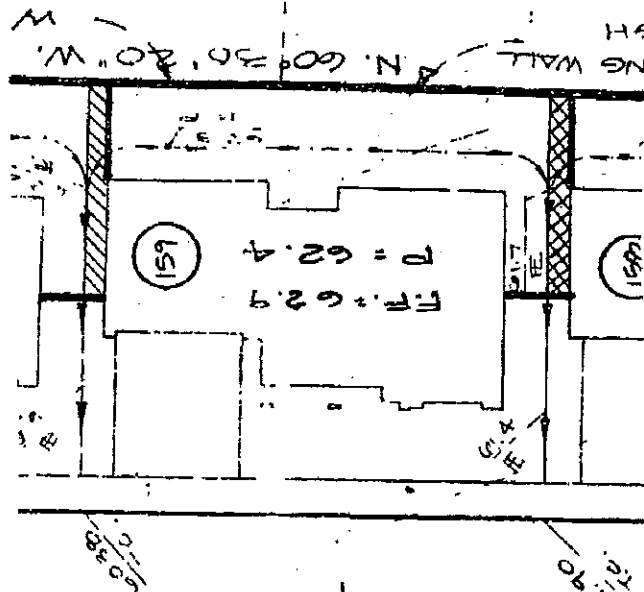


WROUGHT IRON FENCE



RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS
GIVEN AND RECEIVED ARE OUTLINED IN TEXT
OF C.C. * R'S



TRACT 13352 / LOT 160

(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S)
FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECIEVED FROM ADJACENT
LOT(S) FOR LOT OWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION
OF FLOW) 1% MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

FLOW LINE

F.F.

FINISH FLOOR

P.

PAD ELEVATION



BLOCK WALL

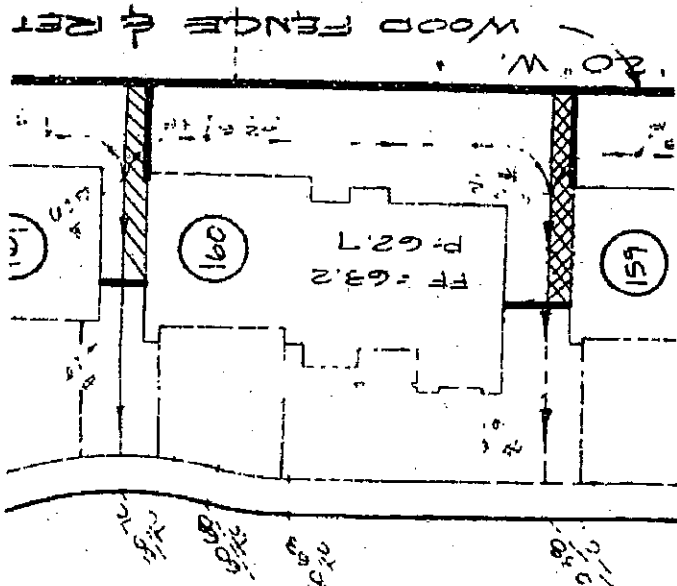


WROUGHT IRON FENCE



RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS
GIVEN AND RECEIVED ARE OUTLINED IN TEXT
OF C.C. * R'S



TRACT 13352 / LOT 161

(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S) FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECEIVED FROM ADJACENT LOT(S) FOR LOT OWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION OF FLOW) 18 MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

FLOW LINE

F.F.

FINISH FLOOR

P.

PAD ELEVATION



BLOCK WALL

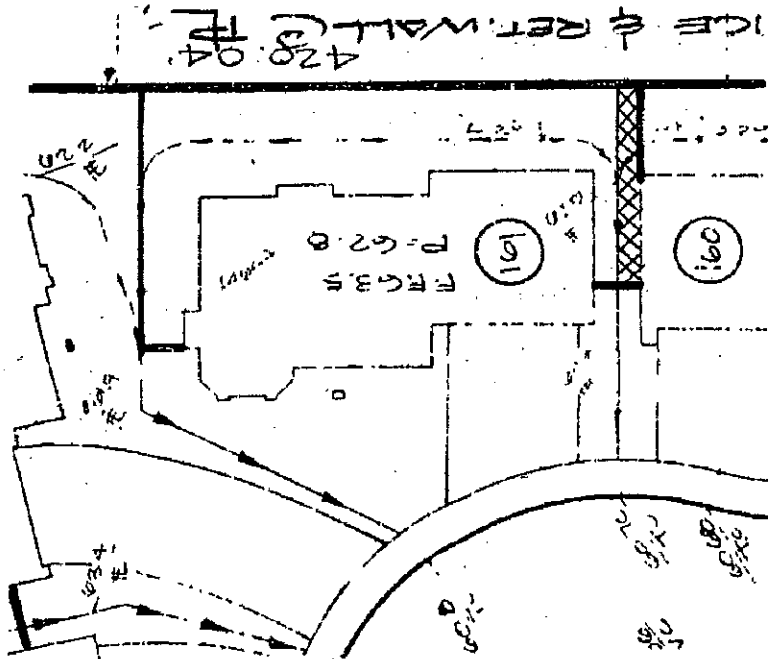


WROUGHT IRON FENCE



RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS GIVEN AND RECEIVED ARE OUTLINED IN TEXT OF C.C. * R'S



part:
date:

EXHIBIT "C" C-53

89-038339

TRACT 13352 / LOT 162



(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S)
FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECEIVED FROM ADJACENT
LOT(S) FOR LOT OWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION
OF FLOW) 1/8 MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

FLOW LINE

F.F.

FINISH FLOOR

P.

PAD ELEVATION



BLOCK WALL



WROUGHT IRON FENCE

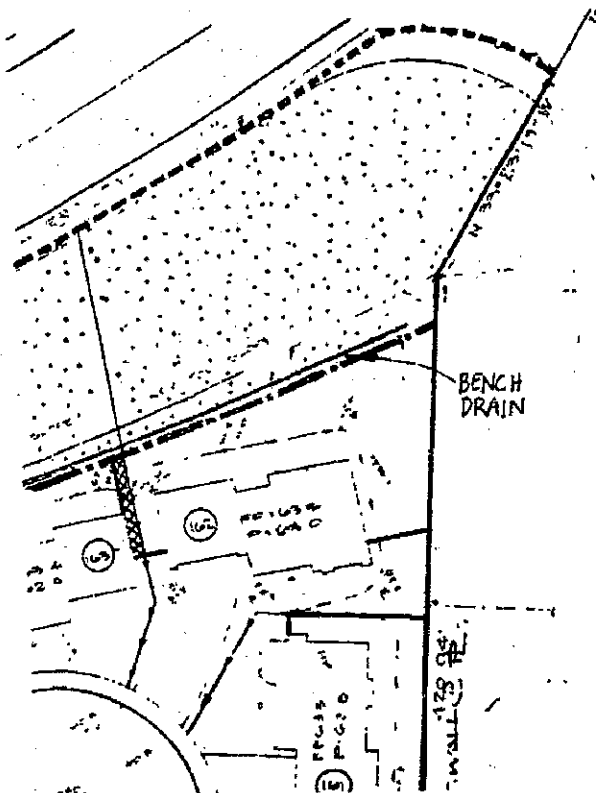


RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS
GIVEN AND RECEIVED ARE OUTLINED IN TEXT
OF C.C. * R'S



OPEN SPACE EASEMENT GRANTED TO THE HOA
FOR MAINTENANCE RESPONSIBILITY



TRACT 13352 / LOT 163

(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S)
FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECIEVED FROM ADJACENT
LOT(S) FOR LOT OWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION
OF FLOW) 1" MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

FLOW LINE

F.F.

FINISH FLOOR

P.

PAD ELEVATION



BLOCK WALL



WROUGHT IRON FENCE

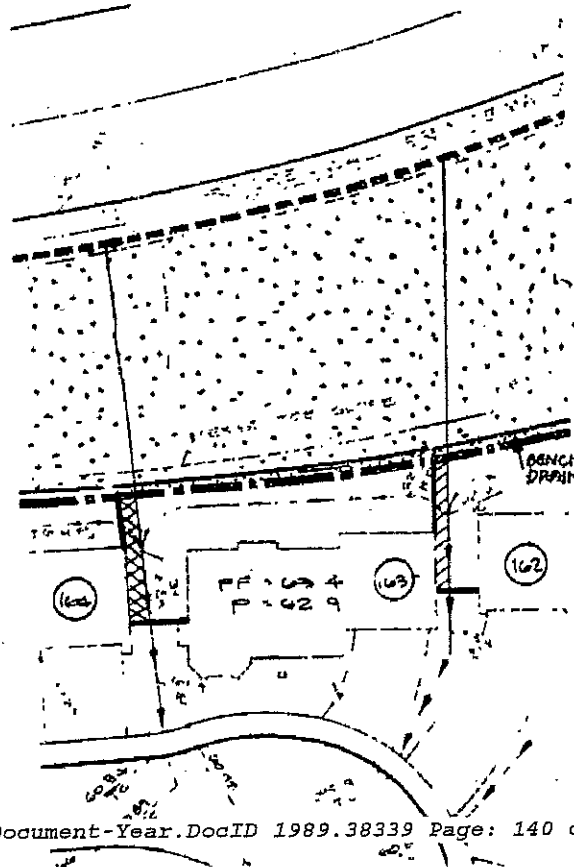


RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS
GIVEN AND RECEIVED ARE OUTLINED IN TEXT
OF C.C. * R'S



OPEN SPACE EASEMENT GRANTED TO THE HOA
FOR MAINTENANCE RESPONSIBILITY



TRACT 13352 / LOT 164



(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S) FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECEIVED FROM ADJACENT LOT(S) FOR LOT OWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION OF FLOW) 1/4 MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

FLOW LINE

F.F.

FINISH FLOOR

P.

PAD ELEVATION



BLOCK WALL



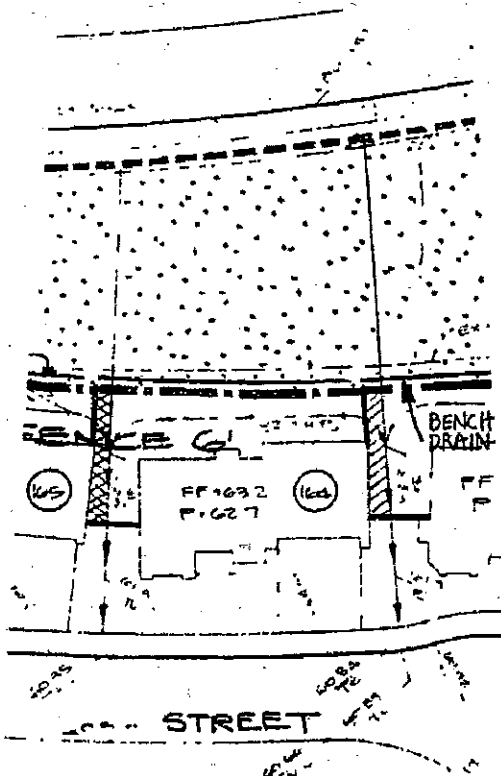
WROUGHT IRON FENCE



RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS GIVEN AND RECEIVED ARE OUTLINED IN TEXT OF C.C. * R'S

OPEN SPACE EASEMENT GRANTED TO THE HOA FOR MAINTENANCE RESPONSIBILITY



TRACT 13352 / LOT 165

(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S)
FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECIEVED FROM ADJACENT
LOT(S) FOR LOT OWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION
OF FLOW) 1/8 MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

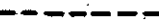
FLOW LINE

F.F.

FINISH FLOOR

P.

PAD ELEVATION



BLOCK WALL



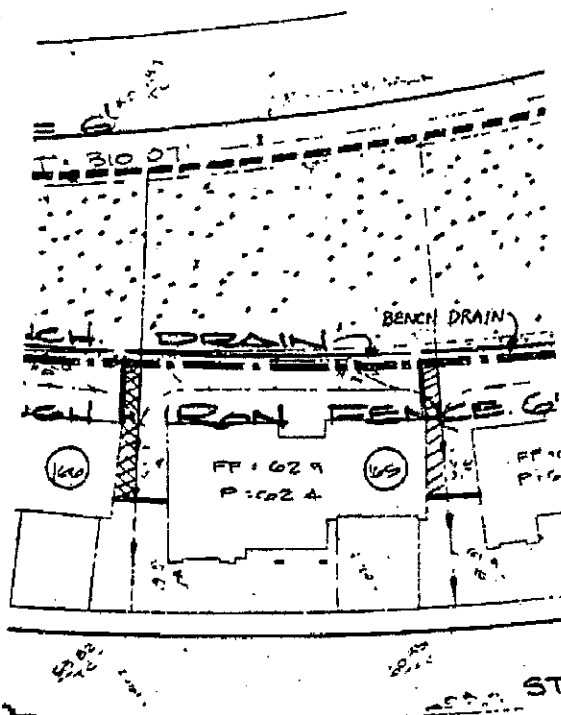
WROUGHT IRON FENCE



RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS
GIVEN AND RECEIVED ARE OUTLINED IN TEXT
OF C.C. * R'S

OPEN SPACE EASEMENT GRANTED TO THE HOA
FOR MAINTENANCE RESPONSIBILITY



TRACT 13352 / LOT 166

(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S)
FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECEIVED FROM ADJACENT
LOT(S) FOR LOT OWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION
OF FLOW) 18 MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

FLOW LINE

F.F.

FINISH FLOOR

P.

PAV ELEVATION



BLOCK WALL



WROUGHT IRON FENCE



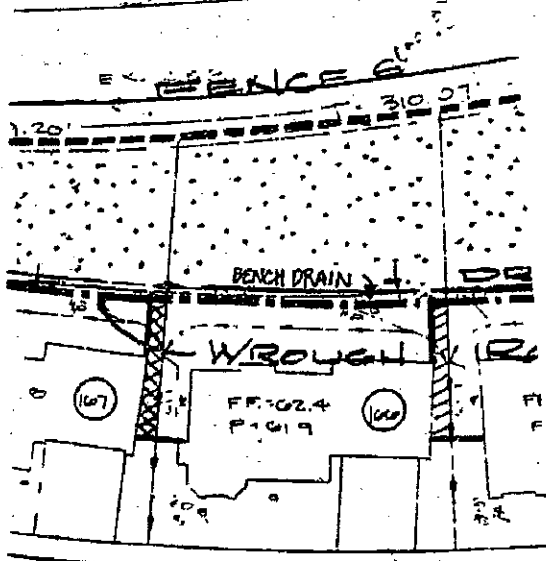
RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS
GIVEN AND RECEIVED ARE OUTLINED IN TEXT
OF C.C. * R'S

OPEN SPACE EASEMENT GRANTED TO THE HOA
FOR MAINTENANCE RESPONSIBILITY



AR BROOK



1500
1500

EXHIBIT "C" C-58

89-038339

TRACT 13352 / LOT 167



(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S) FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECIEVED FROM ADJACENT LOT(S) FOR LOT OWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION OF FLOW) 1/4 MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

FLOW LINE

F.F.

FINISH FLOOR

P.

PAD ELEVATION



BLOCK WALL



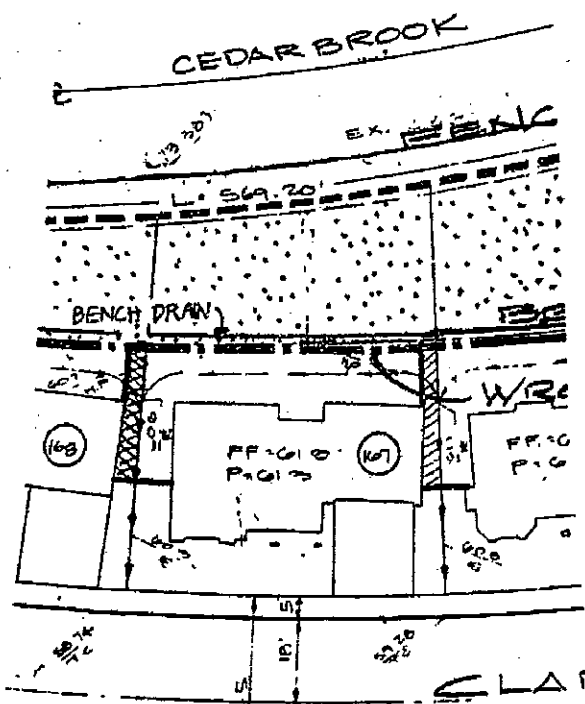
WROUGHT IRON FENCE



RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS GIVEN AND RECEIVED ARE OUTLINED IN TEXT OF C.C. * R'S

OPEN SPACE EASEMENT GRANTED TO THE HOA FOR MAINTENANCE RESPONSIBILITY.



TRACT 13352 / LOT 168



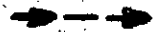
(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S)
FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECIEVED FROM ADJACENT
LOT(S) FOR LOT OWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION
OF FLOW) 1/8 MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

FLOW LINE

F.F.

FINISH FLOOR

P.

PAD ELEVATION



BLOCK WALL



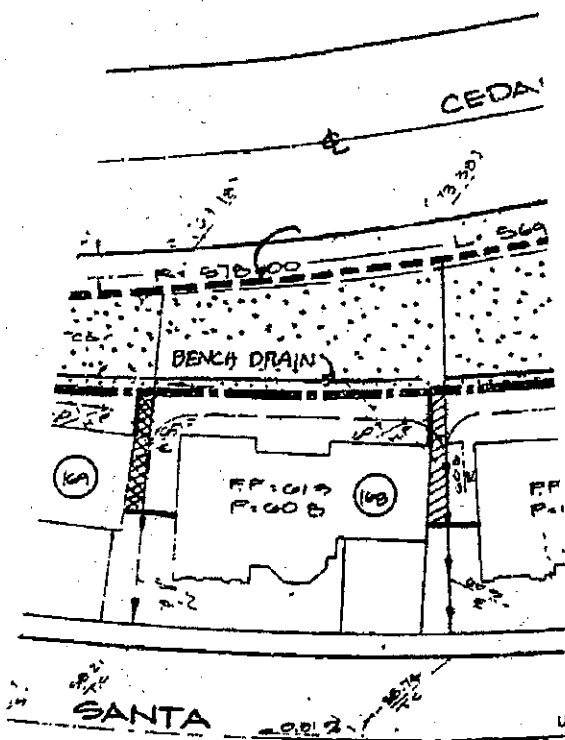
WROUGHT IRON FENCE



RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS
GIVEN AND RECEIVED ARE OUTLINED IN TEXT
OF C.C. * R'S

OPEN SPACE EASEMENT GRANTED TO THE HOA
FOR MAINTENANCE RESPONSIBILITY



169

(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S)
FOR THEIR RESTRICTED USE.

(Dominant) EASEMENT AREA(S) RECIEVED FROM ADJACENT LOT(S) FOR LOT OWNER'S RESTRICTED USE.

WOOD FENCE

LOT DRAINAGE SWALE (INDICATES DIRECTION
OF FLOW) 10 MIN.

LOT LINE

HIGH POINT

TOP OF CURB

FLOW LINE

FINISH FLOOR

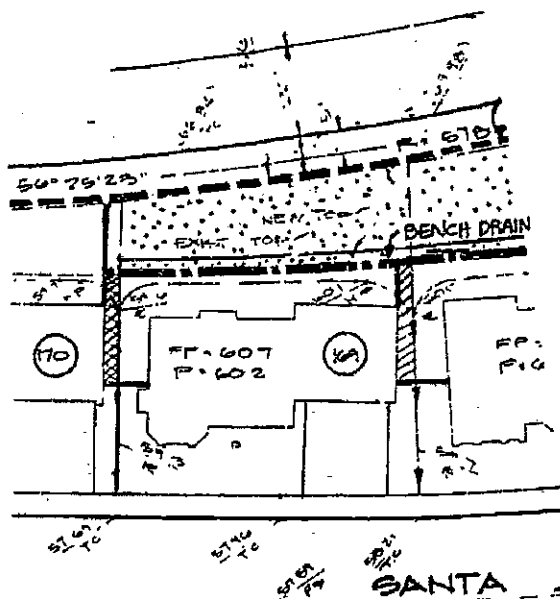
PAD ELEVATION

BLOCK WALL

WROUGHT IRON FENCE

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS
GIVEN AND RECEIVED ARE OUTLINED IN TEXT
OF C.C. * R'S

OPEN SPACE EASEMENT GRANTED TO THE HOA
FOR MAINTENANCE RESPONSIBILITY



0301
0302

EXHIBIT "C" C-61

89-038339

TRACT 13352 / LOT 170



(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S) FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECEIVED FROM ADJACENT LOT(S) FOR LOT OWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION OF FLOW) 1% MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

FLOW LINE

F.F.

FINISH FLOOR

P.

PAD ELEVATION



BLOCK WALL



WROUGHT IRON FENCE

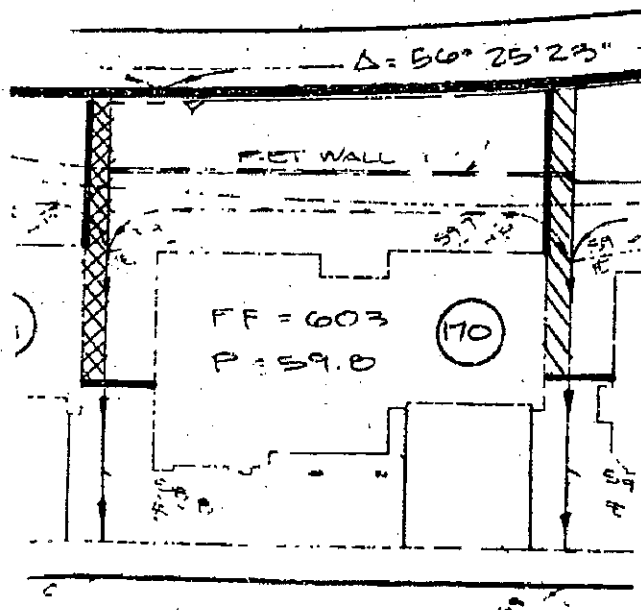


RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS GIVEN AND RECEIVED ARE OUTLINED IN TEXT OF C.C. * R'S

0301
0302

0301
0302



0301
0302

89-038339

EXHIBIT "C" C-62

89-038339

TRACT 13352 / LOT 171



(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S) FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECIEVED FROM ADJACENT LOT(S) FOR LOT OWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION OF FLOW) 1/8 MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

FLOW LINE

F.F.

FINISH FLOOR

P.

PAD ELEVATION



BLOCK WALL

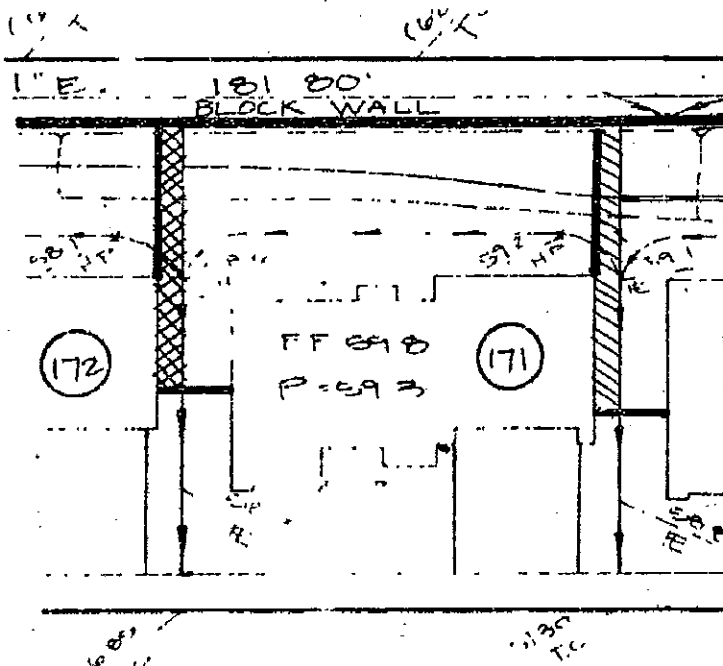


WROUGHT IRON FENCE



RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS GIVEN AND RECEIVED ARE OUTLINED IN TEXT OF C.C. * R'S



TRACT 13352 / LOT 172

(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S)
FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECEIVED FROM ADJACENT
LOT(S) FOR LOT OWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION
OF FLOW) 1/8 MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

FLOW LINE

F.F.

FINISH FLOOR

P.

PAD ELEVATION



BLOCK WALL

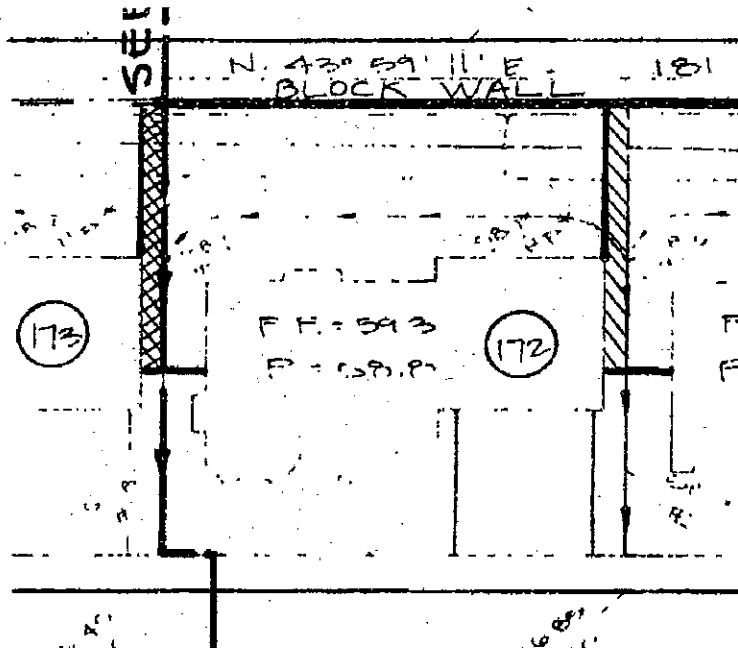


WROUGHT IRON FENCE



RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS
GIVEN AND RECEIVED ARE OUTLINED IN TEXT
OF C.C. * R'S



TRACT 13352 / LOT 173

(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S) FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECIEVED FROM ADJACENT LOT(S) FOR LOT OWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION OF FLOW) 1/8 MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

FLOW LINE

F.F.

FINISH FLOOR

P.

PAD ELEVATION



BLOCK WALL

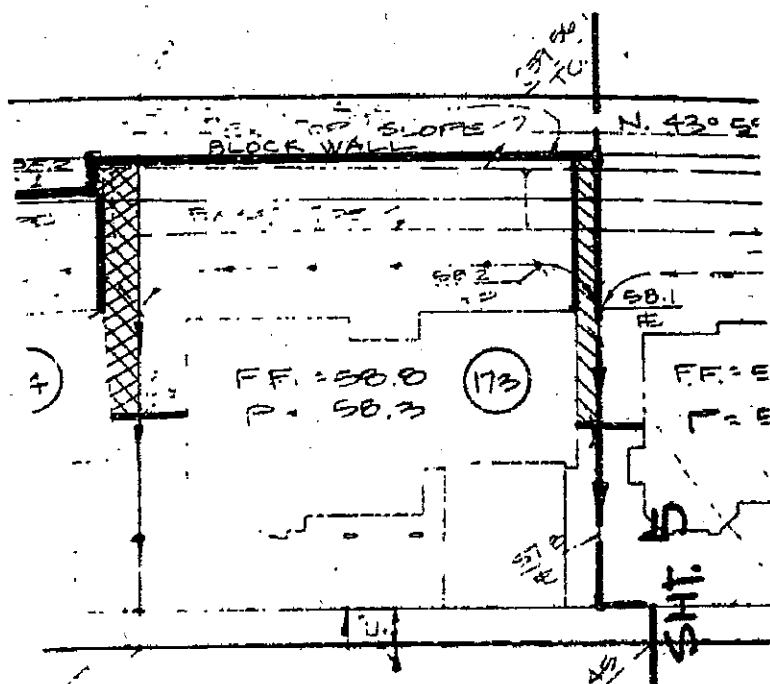


WROUGHT IRON FENCE



RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS GIVEN AND RECEIVED ARE OUTLINED IN TEXT OF C.C. * R'S



TRACT 13352 / LOT 174



(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S) FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECIEVED FROM ADJACENT LOT(S) FOR LOT OWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION OF FLOW) 1/8 MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

FLOW LINE

F.F.

FINISH FLOOR

P.

PAD ELEVATION



BLOCK WALL



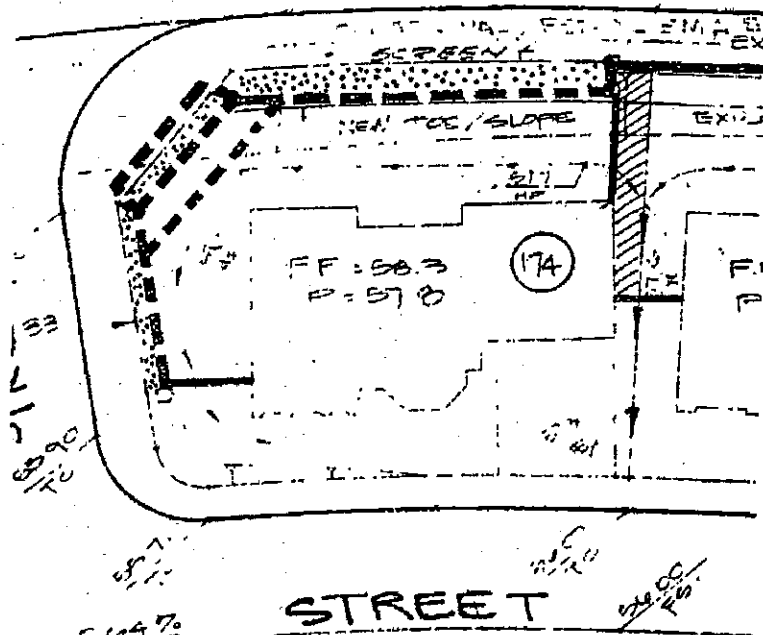
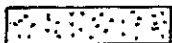
WROUGHT IRON FENCE



RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS GIVEN AND RECEIVED ARE OUTLINED IN TEXT OF C.C. * R'S

OPEN SPACE EASEMENT GRANTED TO THE HOA FOR MAINTENANCE RESPONSIBILITY



LIST OF DOMINANT TENEMENTS AND SERVIENT TENEMENTS

TRACT 13352

DOMINANT AND SERVIENT BASEMENT LISTING

LOT NUMBERS

PHASE I: 19 - 55, 147 - 174

LOT NO.	DOMINANT TO	SERVIENT TO
19	18, 55;	55, 20
20	19, 54;	54, 21
21	20, 53;	53
22	52;	52, 23
23	22, 51;	51, 24
24	23, 50;	50, 25
25	24, 49;	49, 26
26	25, 48, 49;	27, 48, 49
27	26, 47;	47, 28
28	27, 46;	46, 29
29	28;	46, 30
30	29;	45
31	45, 32;	45
32	33, 44;	31, 44
33	34, 42, 43;	43, 32
34	35, 41;	42, 33
35	36, 40;	41, 34
36	37, 39;	40, 35
37	38;	39, 36
38	none;	37, 39
39	38, 37;	36, 40
40	39, 36;	35, 41
41	40, 35;	34, 42
42	41, 34;	33
43	33, 44;	33
44	32, 45;	43, 32
45	30, 31;	31, 44
46	28, 29;	47, 28
47	46, 27;	27, 48
48	47, 26;	26, 49
49	48, 25, 26;	25, 50
50	24, 49;	24, 51
51	23, 50;	52, 23
52	51, 22;	22
53	21;	21, 54
54	53, 20;	20, 55
55	54, 19;	19, 56
147	146;	148
148	147;	149
149	148;	150
150	149;	151
151	150;	152
152	151;	153
153	152;	154
154	153;	155
155	154;	156
156	155;	157
157	156;	158
158	157;	159
159	158;	160
160	159;	161
161	160;	none

continued on next page

89-038339

EXHIBIT "D"

DOMINANT AND SERVIENT EASEMENT LISTING CONTINUED

LOT NUMBERS

PHASE I: 19 - 55, 147 - 174

<u>LOT NO.</u>	<u>DOMINANT TO</u>	<u>SERVIENT TO</u>
162	163;	none
163	164;	162
164	165;	163
165	166;	164
166	167;	165
167	168;	166
168	169;	167
169	170;	168
170	171;	169
171	172;	170
172	173;	171
173	174;	172
174	none;	173

89-041182

Recording requested by:

FIRST AMERICAN TITLE INSURANCE COMPANY
114 East Fifth Street
Santa Ana, California 92702

RECORDING REQUESTED BY
FIRST AMERICAN TITLE INS. CO

RECORDED IN OFFICIAL RECORDS
OF ORANGE COUNTY, CALIFORNIA

-2 10 PM JAN 24 '89

When recorded return to:

HOLZWARTH, POWELL, STEIN & PARILLA
18400 Von Karman Avenue
Suite 600
Irvine, California 92715
Attention: Martin J. Stein, Esq.

Lee A. Branch RECORDER

\$125.00
C14

NOTICE OF
DECLARATION OF ANNEXATION

FOR THE PURPOSES OF

CALIFORNIA REFLECTIONS

(Phase III)

~~NOT FOR RECORD~~

DECLARATION OF ANNEXATION
FOR
CALIFORNIA REFLECTIONS

THIS DECLARATION OF ANNEXATION is made this 20th day of January, 1989, by KAUFMAN & BROAD OF SOUTHERN CALIFORNIA, INC., a California corporation ("Declarant").

R E C I T A L S:

A. Declarant is the owner of that certain real property located in the unincorporated territory of the County of Orange, State of California, more particularly described as:

Lots 100 through 146, inclusive, Lots 95 through 99, inclusive of Tract 13352, as shown on a Map recorded in Book 622, Pages 1 to 9, inclusive, of Miscellaneous Maps, Records of Orange County, California ("Lots"); and

Lots B and F of Tract 13352, as shown on a Map recorded in Book 622, Pages 1 to 9, inclusive, of Miscellaneous Maps, Records of Orange County, California ("Common Area").

The Lots and Common Areas are hereinafter collectively referred to as the "Annexation Property."

B. Declarant desires to annex the Annexation Property to that certain residential planned development known as "California Reflections," pursuant to that certain "Supplemental Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for California Reflections" recorded on January 23, 1989, as Instrument No. 89-038339, in the Official Records in the Office of the County Recorder for Orange County (hereinafter referred to as the "Declaration").

C. Declarant deems it desirable to establish a general plan for the development, maintenance, improvement, protection, use, occupancy and enjoyment of the Annexation Property, and to ~~adopt and impose~~ ^{adopt and impose} ~~the terms, covenants, conditions, restrictions, easements, reservations, liens and charges~~ ^{the terms, covenants, conditions, restrictions, easements, reservations, liens and charges} (hereinafter collectively referred to as the "Covenants") set forth in the Declaration for the purpose of enforcing, protecting and preserving the value, desirability and attractiveness of the Annexation Property.

D. The "California Reflections Community Association," a nonprofit, mutual benefit corporation (hereinafter referred to as the "Association"), has been incorporated in ac-

cordance with the laws of the State of California, and has been delegated and assigned the powers and duties of administering and enforcing the Covenants set forth in the Declaration.

E. Declarant intends to convey the Annexation Property, and any portion thereof, subject to the provisions of this Declaration of Annexation.

NOW, THEREFORE, Declarant hereby agrees and declares that it has established, and does hereby establish, a plan for the development, maintenance, protection, improvement, use, occupancy and enjoyment of the Annexation Property, and has fixed, and does hereby fix, the Covenants set forth in the Declaration upon the Annexation Property. Each and all of the Covenants shall run with the land and shall inure to the benefit of and be binding upon Declarant, its successors and assigns, and all subsequent owners of all or any portion of the Annexation Property, together with their grantees, successors, heirs, executors, administrators, devisees and assigns.

ARTICLE I DEFINITIONS

Section 1. Definitions. All terms as used in this Declaration of Annexation shall, unless stated otherwise, be defined as set forth in the Declaration, and any amendments thereto. All of the terms and provisions of the Declaration are hereby incorporated herein by this reference.

Section 2. "Common Area" shall mean and refer to Lots B and F of Tract 13352, as more particularly set forth in Paragraph A of the recitals above. The Common Area in this Phase shall be conveyed to the Association concurrently with the first close of escrow for the sale of a Lot in this Phase. See attached Exhibit "B"

Section 3. "Yard Easements" shall mean and refer to Exhibits "C" and "D" attached hereto and incorporated herein by this reference.

ARTICLE II ANNEXATION OF ADDITIONAL PROPERTY AND RIGHTS AND OBLIGATIONS OF THE OWNERS

Section 1. Annexation. Pursuant to the provisions set forth in the Article contained in the Declaration entitled "Annexation of Additional Property," Declarant hereby annexes the Annexation Property to the Project. Said annexation shall become effective immediately upon the first close of escrow for the sale of a Lot in the Annexation Property. By virtue of such annexa-

tion, the Annexation Property is and shall be subject to each and all of the Covenants set forth in said Declaration and to the jurisdiction of the Association.

Section 2. Owners' Obligations for Assessments. Without limiting the generality of the preceding Section, upon the first close of escrow for the sale of a Lot in the Annexation Property, each Owner of a Lot within the Annexation Property, including the Declarant, shall automatically become an Owner and a Member of the Association. Each such Owner, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, shall be deemed to have agreed to and shall be liable for the performance of all duties and obligations set forth in the Declaration, and in the Articles of Incorporation and By-Laws of the Association, including, but not limited to, the payment of all Assessments which may be levied by the Association against said Owner's Lot. Accordingly, each Owner of a Lot is and shall be obligated to pay to the Association an equal pro rata share of the Common Expenses of the Association, as more particularly described in the Declaration. The Assessments as to all Lots within the Annexation Property shall commence on: (a) the first day of the month following the first close of escrow for the sale of a Lot within the Annexation Property to a bona fide purchaser, or (b) the conveyance to the Association of the Common Area located in the Annexation Property, if any, whichever is first to occur. Regular Assessments may be adjusted as set forth in the Declaration.

Section 3. Voting Rights. In the event the two-class voting structure provided for in the Declaration shall have ceased and terminated, as provided in the Declaration, when this annexation becomes effective, all Owners in the Project, including Declarant, shall be entitled to one (1) vote for each Lot owned. When more than one (1) 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. If, however, the two-class voting structure provided for in the Declaration shall not have ceased or terminated as of the date of the first close of escrow for the sale of a Lot within the Annexation Property, the two-class voting structure shall continue and the Owners' voting rights shall be as set forth in the Declaration.

Section 4. Right of De-Annexation; Amendment. Declarant hereby expressly reserves the right to unilaterally de-annex the Annexation Property from the Project and from the scheme of the Declaration, or to unilaterally amend this Declaration of Annexation, or any provisions contained herein, at any time prior to the sale and close of escrow for a Lot in the Annexation Prop-

erty. In the event it becomes necessary or desirable to amend this Declaration of Annexation and the nature of such amendment affects only this Phase, then the minimum requisite percentage approval by Owners necessary to effect such amendment shall be that percentage of the ownership of this Phase, rather than that percentage of the ownership of the Project.

Section 5. Easements Reserved. All easements reserved by Declarant in the Declaration are hereby reserved by Declarant over the Annexation Property, together with the right to grant and transfer the same, as provided in the Declaration.

Section 6. Easements to the Community Association. There are hereby reserved, in favor of the Community Association, nonexclusive easements for ingress, egress and access, on and over all Lots in the Annexation Property to perform such maintenance and repairs to the Community Association Properties as may be necessary, from time to time. Entry onto affected Lots shall be done as efficiently as practicable, and in the event of any damage to a Lot, or any Improvements located thereon, the Community Association shall repair the same at its sole cost and expense.

Section 7. Conveyance of Common Area. As more specifically set forth in the Declaration, title to the Common Area, if any, within the Annexation Property, ~~shall be conveyed~~ by Declarant to the Association prior to, or simultaneously with, the first close of escrow for the sale of a Lot in the Annexation Property. Such conveyance shall be free and clear of all encumbrances and liens, except property rights in and to said Common Area which are of record or created herein, and any current real property taxes, which taxes shall be prorated to the date of transfer.

Section 8. Reciprocal Easements Over Common Area. Each Owner in the Annexation Property is hereby granted a nonexclusive easement appurtenant to his Lot for ingress, egress, use and enjoyment on and over all portions of the Common Area in the Project, and all Owners in the Annexation Property hereby acknowledge that at the time this Declaration of Annexation becomes effective, all Owners of Lots in prior Phases are automatically granted a nonexclusive easement appurtenant to their respective Lot for ingress, egress, use and enjoyment on and over the Common Area, if any, in the Annexation Property.

Section 9. Conveyance of Nonexclusive Easements. Declarant hereby reserves the right to grant nonexclusive easements over the Common Area in favor of Owners of Lots located in a subsequent Phase which is annexed pursuant to the Declaration. At such time as a Declaration of Annexation for a subsequent Phase becomes effective, all Owners of Lots in the Project shall auto-

matically obtain nonexclusive easements on and over all Common Area which is a part of such Phase being annexed.

ARTICLE III
YARD EASEMENTS

Section 1. Introduction. Certain Lots within the Annexation Property will be benefited and/or burdened by a series of front yard, side yard and rear yard easements, which are more fully explained in Article IV of the Declaration. The rights and responsibilities of the Owners with respect to the yard easements is set forth in said Article IV.

Section 2. Establishment of Zero Lot Line Easements. In order to create and establish the yard easements within this Phase, Declarant shall create, establish and reserve permanent and perpetual easements appurtenant to certain Lots (hereinafter referred to as the "Dominant Tenements") on, over and across those certain portions of their respective adjacent Lots (hereinafter referred to as the "Servient Tenements"), which are more specifically shown and explained on Exhibit "C" attached hereto ("~~List of~~ Dominant Tenements and Servient Tenements"). Typical yard easements are set forth on Exhibit "D" attached hereto and incorporated herein by this reference. Exhibit "D" is intended to represent general depictions only, and to clarify the general relationship of the system of easements created herein.

IN WITNESS WHEREOF, Declarant has executed this Declaration of Annexation on the day and year first above written.

"DECLARANT"

KAUFMAN & BROAD OF SOUTHERN
CALIFORNIA, INC.,
a California corporation
SOUTHEAST DIVISION

BY: H. Lawrence Webb
H. LAWRENCE WEBB
Its: PRESIDENT

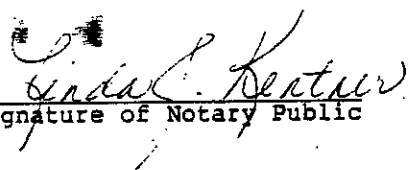
BY: [Signature]
Its: ASSISTANT SECRETARY

89-041182

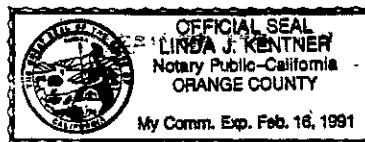
STATE OF CALIFORNIA)
) ss.
COUNTY OF Orange)

On January 20, 1989, before me, the undersigned, a
Notary Public in and for said State, personally appeared _____
H. Lawrence Webb and Jenni L. Munson, personally
known to me (or proved to me on the basis of satisfactory evi-
dence) to be the persons who executed the within instrument
as President and Asst. Secretary, on
behalf of KAUFMAN & BROAD OF SOUTHERN CALIFORNIA, INC., the
corporation therein named, and acknowledged to me that said
corporation executed the within instrument pursuant to its By-
Laws or a resolution of its Board of Directors.

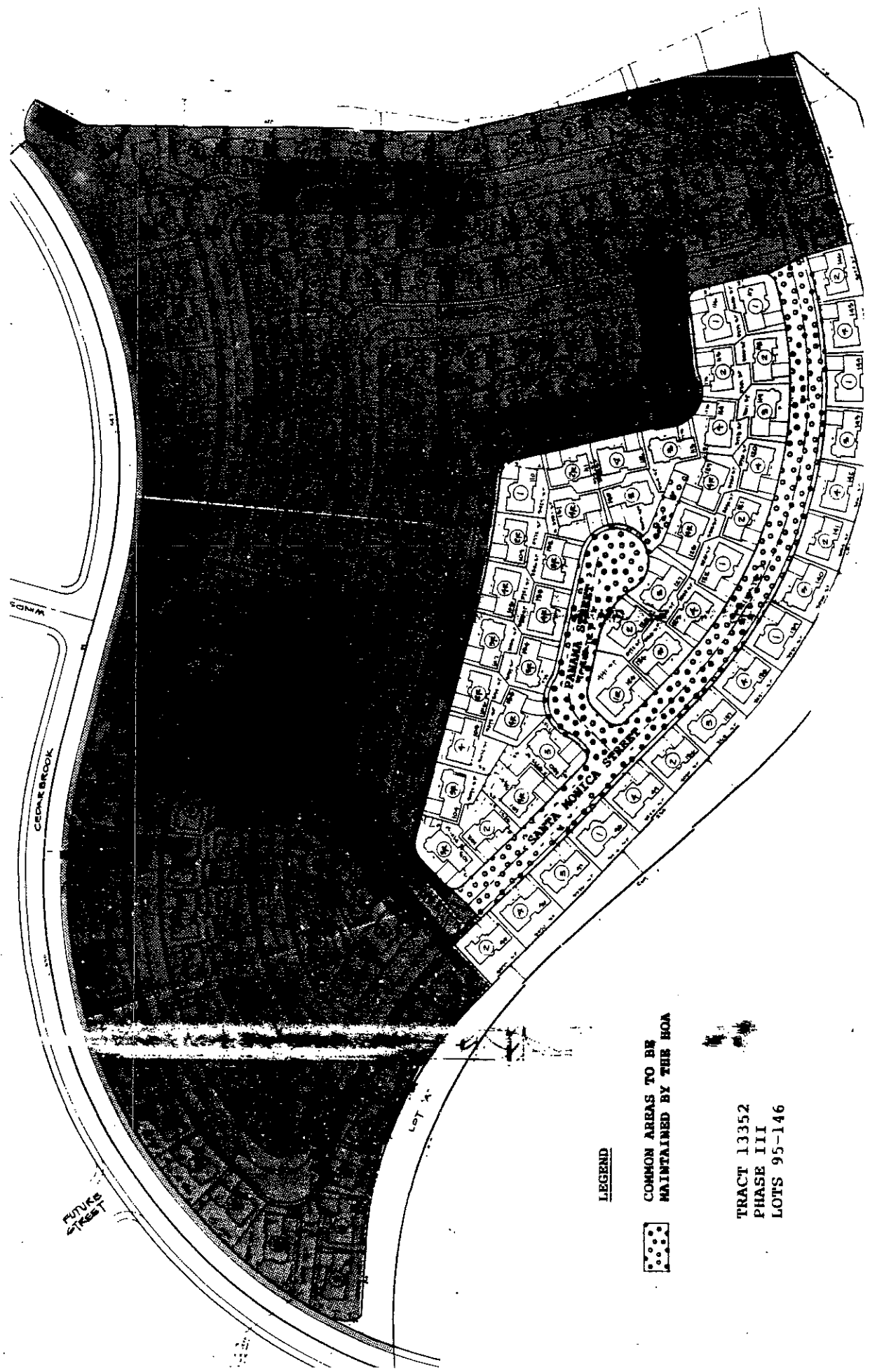
WITNESS my hand and official seal.



Signature of Notary Public



(SEAL)



TRACT 13352 / LOT 95

(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S)
FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECIEVED FROM ADJACENT
LOT(S) FOR LOT OWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION
OF FLOW) 1% MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

FLOW LINE

F.F.

FINISH FLOOR

P.

PAD ELEVATION



BLOCK WALL

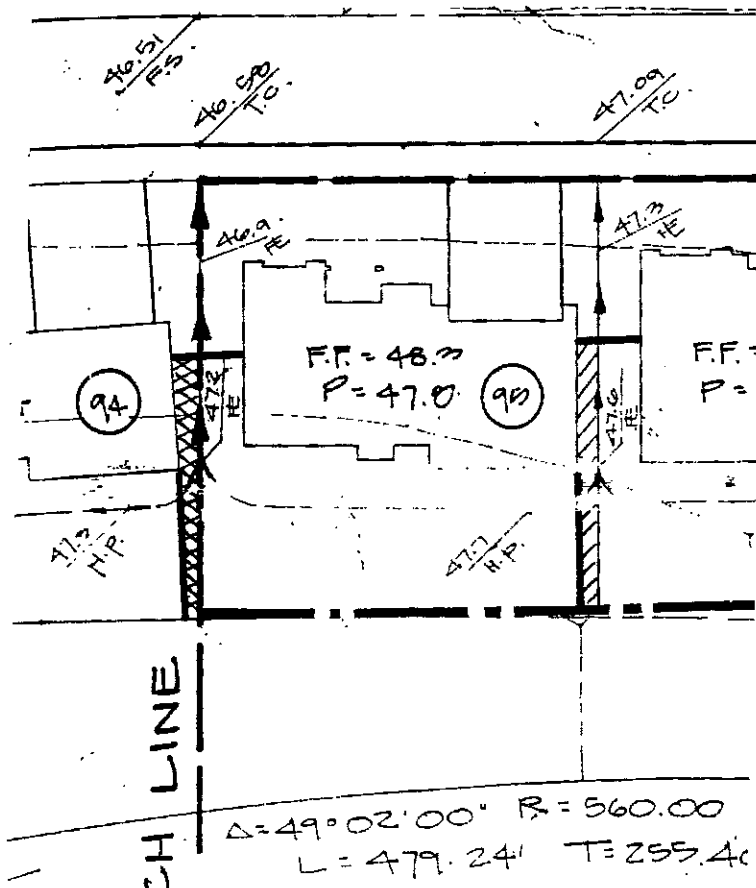


WROUGHT IRON FENCE



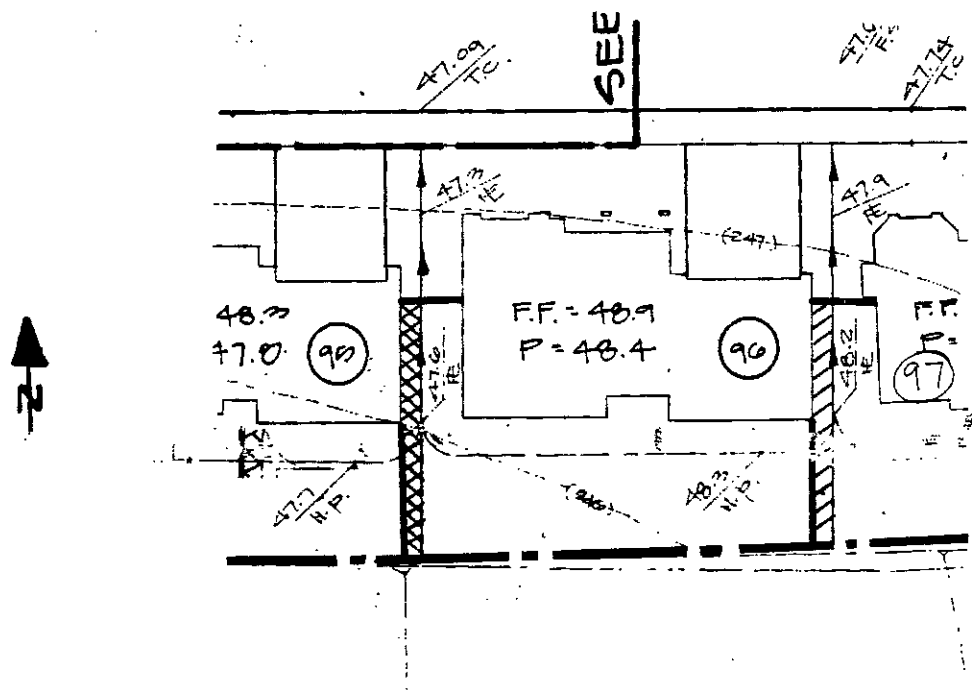
RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS
GIVEN AND RECEIVED ARE OUTLINED IN TEXT
OF C.C. * R'S






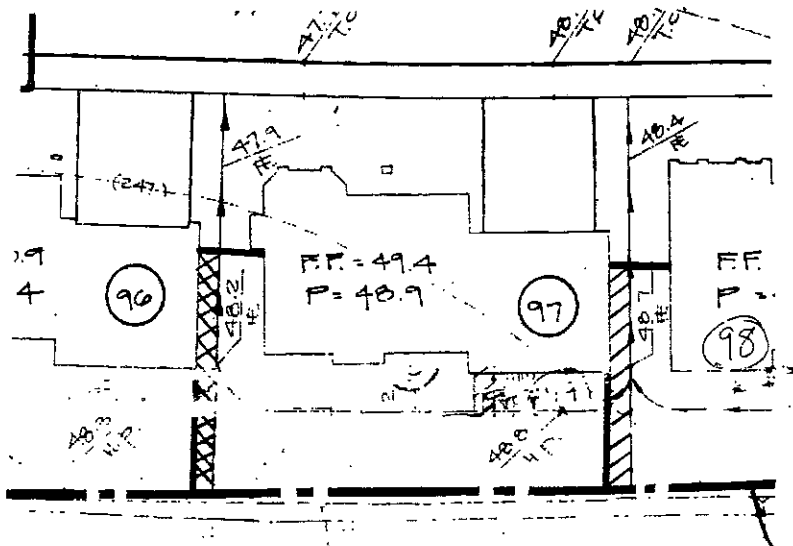
TRACT 13352 / LOT 96

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS
GIVEN AND RECEIVED ARE OUTLINED IN TEXT
OF C.C. * R'S











TRACT 13352 / LOT 97

- *  (Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S) FOR THEIR RESTRICTED USE.
 - *  (Dominant) EASEMENT AREA(S) RECIEVED FROM ADJACENT LOT(S) FOR LOT OWNER'S RESTRICTED USE.
 - WOOD FENCE
 - — → LOT DRAINAGE SWALE (INDICATES DIRECTION OF FLOW) 1 1/2 MIN.
 - LOT LINE
 - H.P. HIGH POINT
 - T.C. TOP OF CURB
 - F.L. FLOW LINE
 - F.F. FINISH FLOOR
 - P. PAD ELEVATION
 - BLOCK WALL
 - - - WROUGHT IRON FENCE
 -  RETAINING WALL
- * RESTRICTIONS "FOR USE" OF EASEMENT AREAS GIVEN AND RECEIVED ARE OUTLINED IN TEXT OF C.C. * R'S

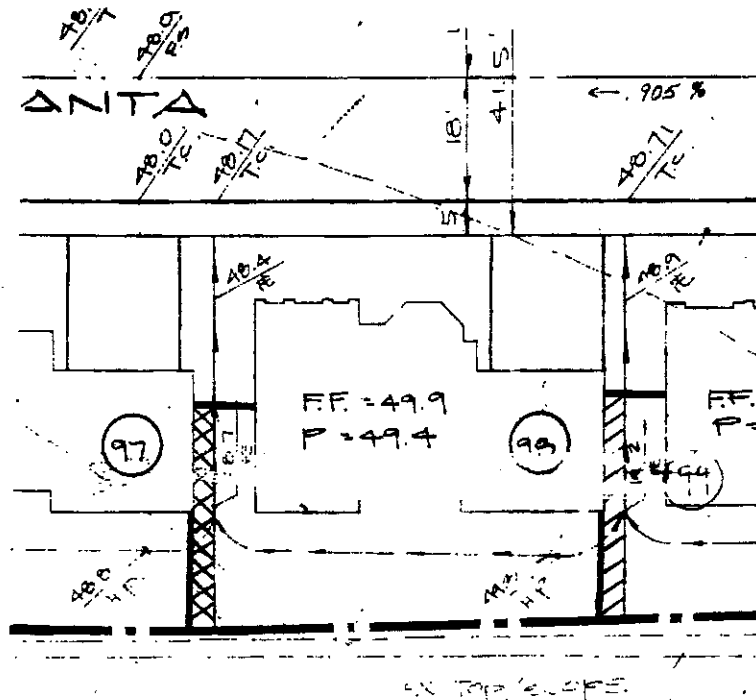


TRACT 13352 / LOT

98

* 	(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S) FOR THEIR RESTRICTED USE.
* 	(Dominant) EASEMENT AREA(S) RECIEVED FROM ADJACENT LOT(S) FOR LOT OWNER'S RESTRICTED USE.
	WOOD FENCE
	LOT DRAINAGE SWALE (INDICATES DIRECTION OF FLOW) 1% MIN.
	LOT LINE
H.P.	HIGH POINT
T.C.	TOP OF CURB
F.L.	FLOW LINE
F.F.	FINISH FLOOR
P.	PAD ELEVATION
	BLOCK WALL
	WROUGHT IRON FENCE
	RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS GIVEN AND RECEIVED ARE OUTLINED IN TEXT OF C.C. * R'S



89-041182

TRACT 13352 / LOT 99

(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S)
FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECIEVED FROM ADJACENT
LOT(S) FOR LOT OWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION
OF FLOW) 1% MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

FLOW LINE

F.F.

FINISH FLOOR

P.

PAD ELEVATION



BLOCK WALL

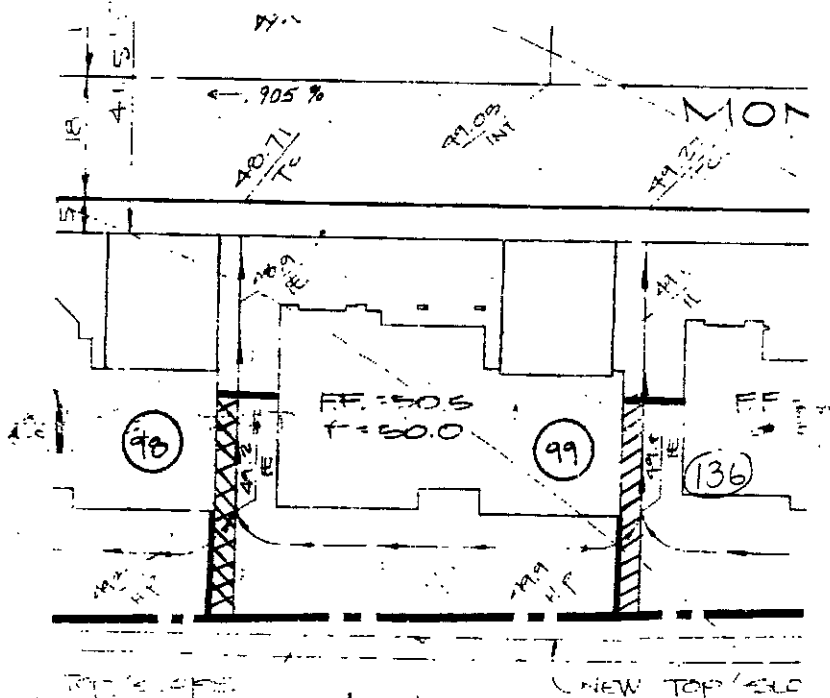


WROUGHT IRON FENCE











RETAINING WALL

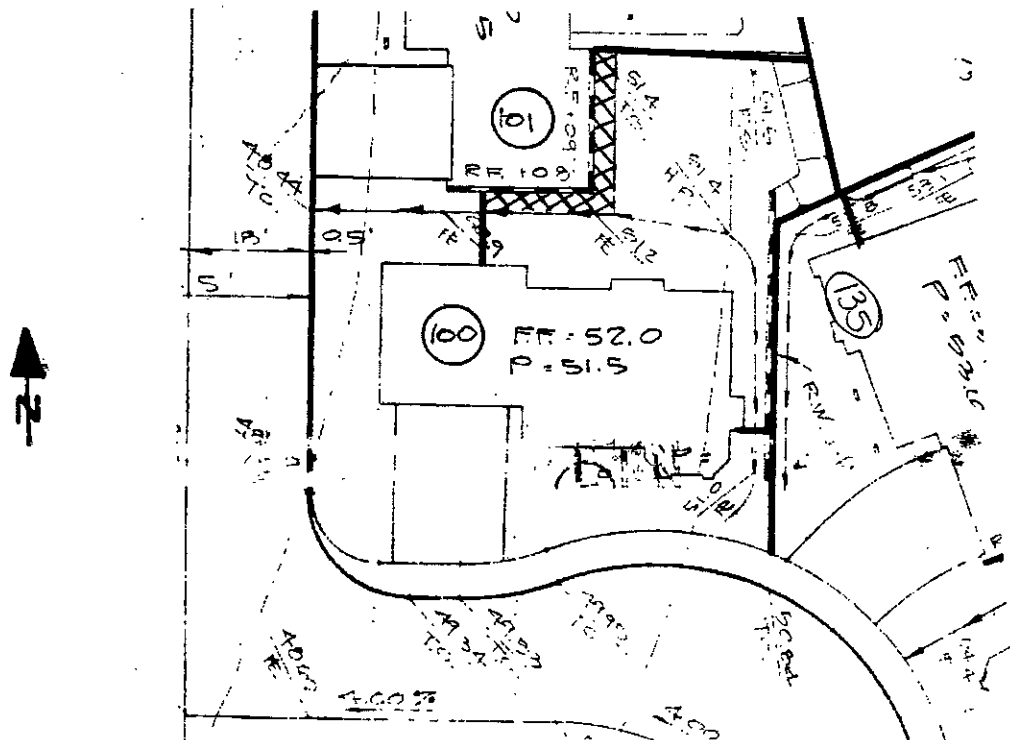
* RESTRICTIONS "FOR USE" OF EASEMENT AREAS
GIVEN AND RECEIVED ARE OUTLINED IN TEXT
OF C.C. * R'S



TRACT 13352 / LOT 100

• 	(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S) FOR THEIR RESTRICTED USE.
• 	(Dominant) EASEMENT AREA(S) RECIEVED FROM ADJACENT LOT(S) FOR LOT OWNER'S RESTRICTED USE.
	WOOD FENCE
	LOT DRAINAGE SWALE (INDICATES DIRECTION OF FLOW) 1% MIN.
	LOT LINE
H.P.	HIGH POINT
T.C.	TOP OF CURB
F.L.	FLOW LINE
F.F.	FINISH FLOOR
P.	PAD ELEVATION
	BLOCK WALL
	WROUGHT IRON FENCE
	RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS GIVEN AND RECEIVED ARE OUTLINED IN TEXT OF C.C. * R'S



89-041182

TRACT 13352 / LOT 101

(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S)
FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECIEVED FROM ADJACENT
LOT(S) FOR LOT OWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION
OF FLOW) 1% MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

FLOW LINE

F.F.

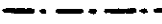
FINISH FLOOR

P.

PAD ELEVATION



BLOCK WALL

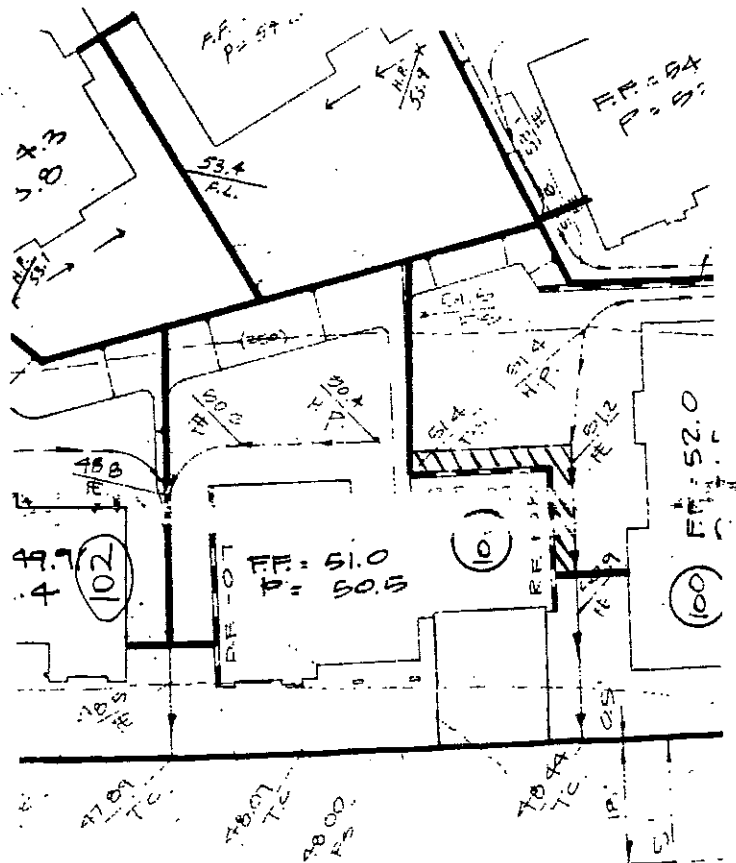


WROUGHT IRON FENCE



RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS
GIVEN AND RECEIVED ARE OUTLINED IN TEXT
OF C.C. * R'S



89-041182

TRACT 13352 / LOT 102

(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S) FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECIEVED FROM ADJACENT LOT(S) FOR LOT OWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION OF FLOW) 1% MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

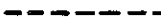
FLOW LINE

F.F.

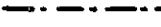
FINISH FLOOR

P.

PAD ELEVATION



BLOCK WALL

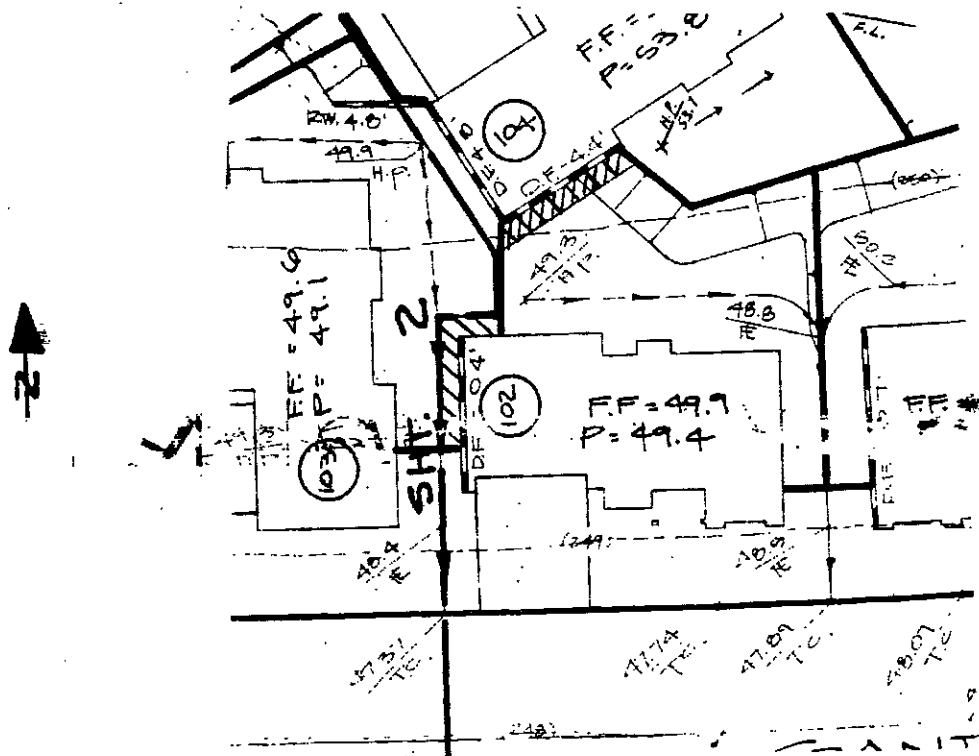


WROUGHT IRON FENCE



RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS GIVEN AND RECEIVED ARE OUTLINED IN TEXT OF C.C. * R'S



TRACT 13352 / LOT 103

(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S)
FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECIEVED FROM ADJACENT
LOT(S) FOR LOT OWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION
OF FLOW) 1% MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

FLOW LINE

F.F.

FINISH FLOOR

P.

PAD ELEVATION



BLOCK WALL

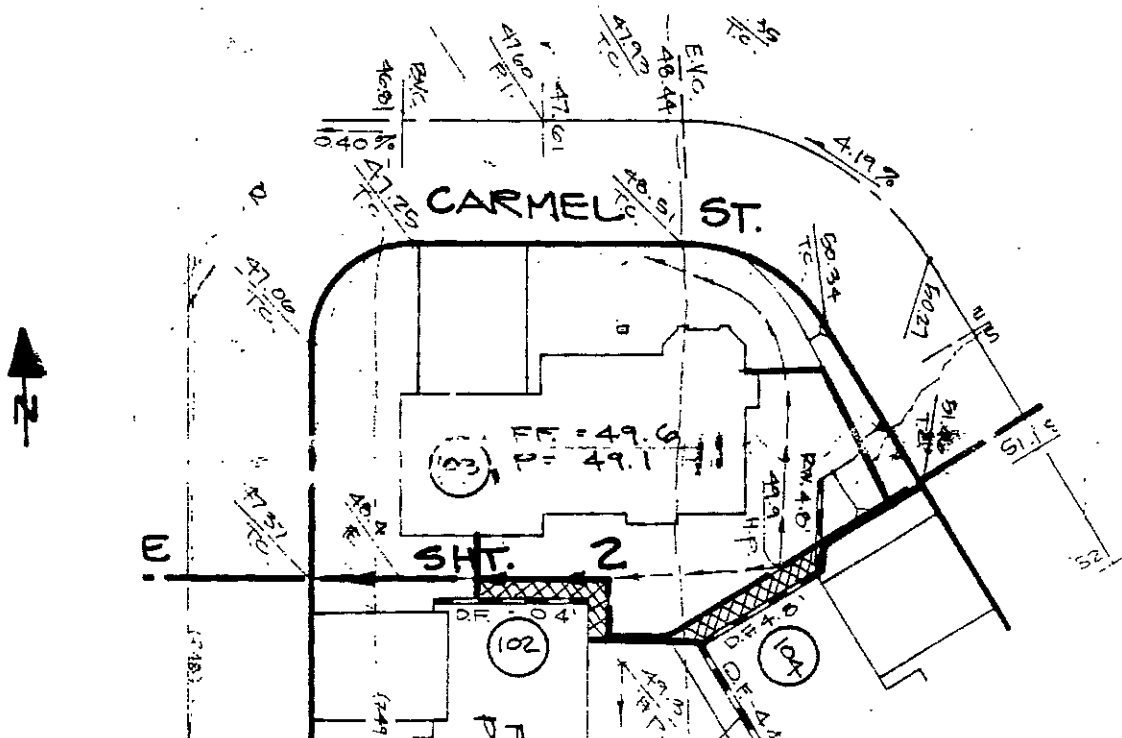


WROUGHT IRON FENCE











RETAINING WALL

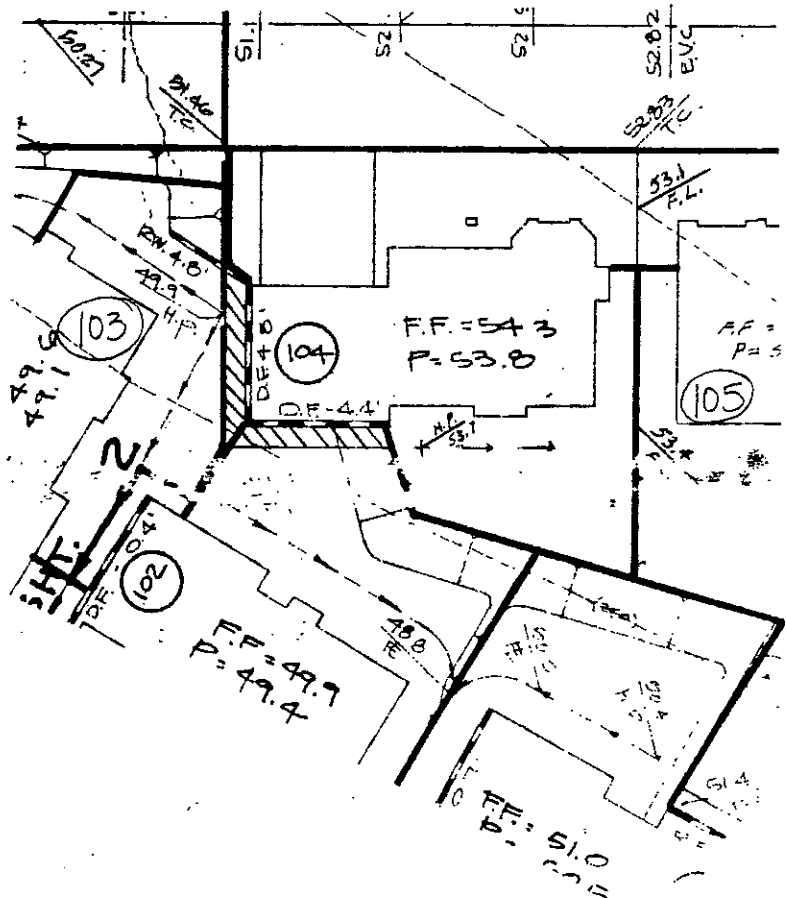
* RESTRICTIONS "FOR USE" OF EASEMENT AREAS
GIVEN AND RECEIVED ARE OUTLINED IN TEXT
OF C.C. * R'S



TRACT 13352 / LOT 104

• 	(Servient)	EASEMENT AREA(S) GIVEN ADJACENT LOT(S) FOR THEIR RESTRICTED USE.
* 	(Dominant)	EASEMENT AREA(S) RECIEVED FROM ADJACENT LOT(S) FOR LOT OWNER'S RESTRICTED USE.
		WOOD FENCE
		LOT DRAINAGE SWALE (INDICATES DIRECTION OF FLOW) 1% MIN.
		LOT LINE
H.P.		HIGH POINT
T.C.		TOP OF CURB
F.L.		FLOW LINE
F.F.		FINISH FLOOR
P.		PAD ELEVATION
		BLOCK WALL
		WROUGHT IRON FENCE
		RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS GIVEN AND RECEIVED ARE OUTLINED IN TEXT OF C.C. * R'S



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TRACT 13352 / LOT 105

(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S)
FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECIEVED FROM ADJACENT
LOT(S) FOR LOT OWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION
OF FLOW) 1/4 MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

FLOW LINE

F.F.

FINISH FLOOR

P.

PAD ELEVATION



BLOCK WALL

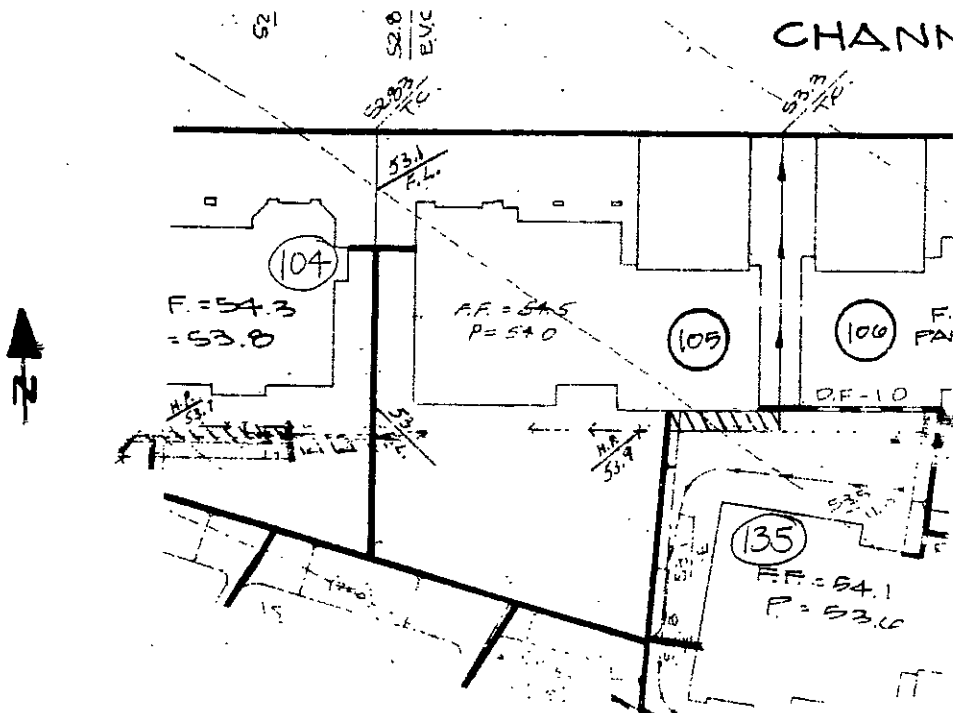


WROUGHT IRON FENCE











RETAINING WALL

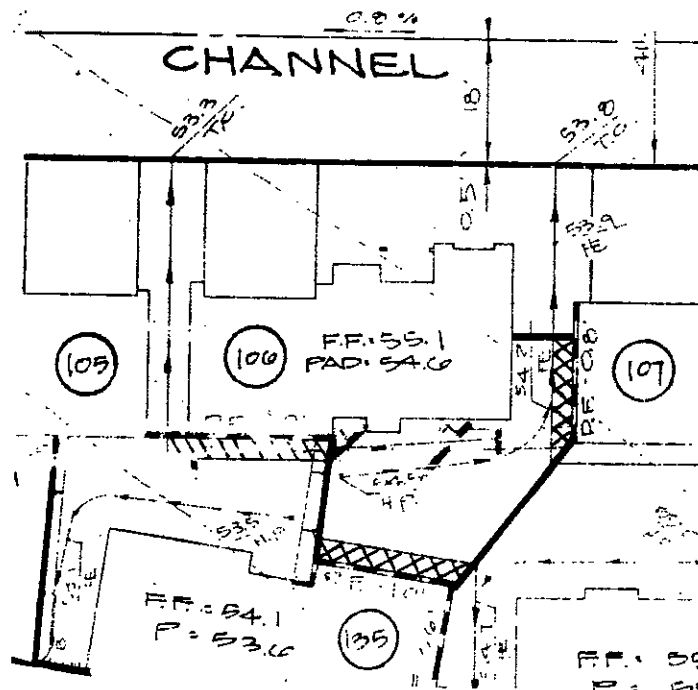
* RESTRICTIONS "FOR USE" OF EASEMENT AREAS
GIVEN AND RECEIVED ARE OUTLINED IN TEXT
OF C.C. * R'S



TRACT 13352 / LOT

106

• 	(Servient)	EASEMENT AREA(S) GIVEN ADJACENT LOT(S) FOR THEIR RESTRICTED USE.
• 	(Dominant)	EASEMENT AREA(S) RECIEVED FROM ADJACENT LOT(S) FOR LOT OWNER'S RESTRICTED USE.
		WOOD FENCE
		LOT DRAINAGE SWALE (INDICATES DIRECTION OF FLOW) 1% MIN.
		LOT LINE
H.P.		HIGH POINT
T.C.		TOP OF CURB
F.L.		FLOW LINE
F.F.		FINISH FLOOR
P.		PAD ELEVATION
		BLOCK WALL
		WROUGHT IRON FENCE
		RETAINING WALL
* RESTRICTIONS "FOR USE" OF EASEMENT AREAS GIVEN AND RECEIVED ARE OUTLINED IN TEXT OF C.C. * R'S		



TRACT 13352 / LOT 107

(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S)
FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECIEVED FROM ADJACENT
LOT(S) FOR LOT OWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION
OF FLOW) 1% MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

FLOW LINE

F.F.

FINISH FLOOR

P.

PAD ELEVATION



BLOCK WALL

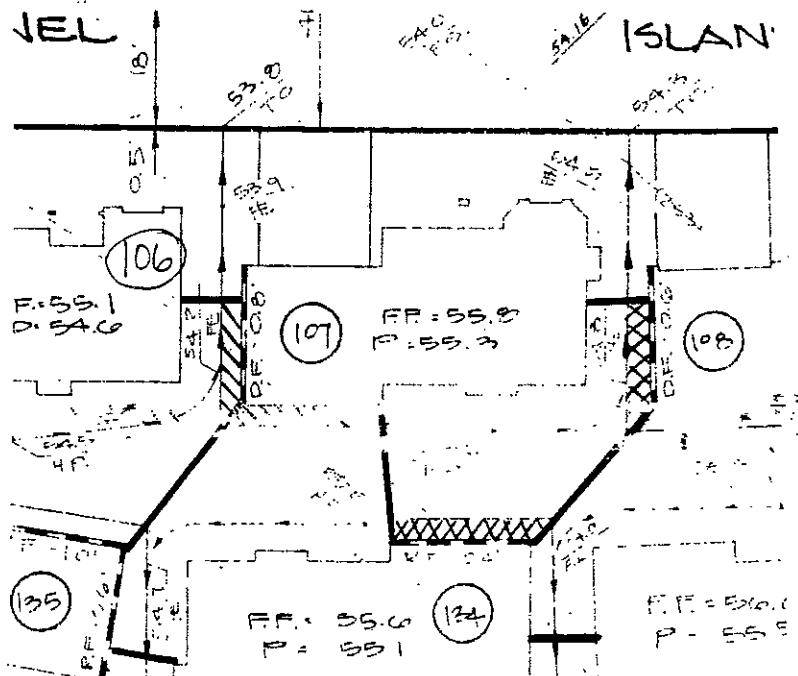


WROUGHT IRON FENCE











RETAINING WALL

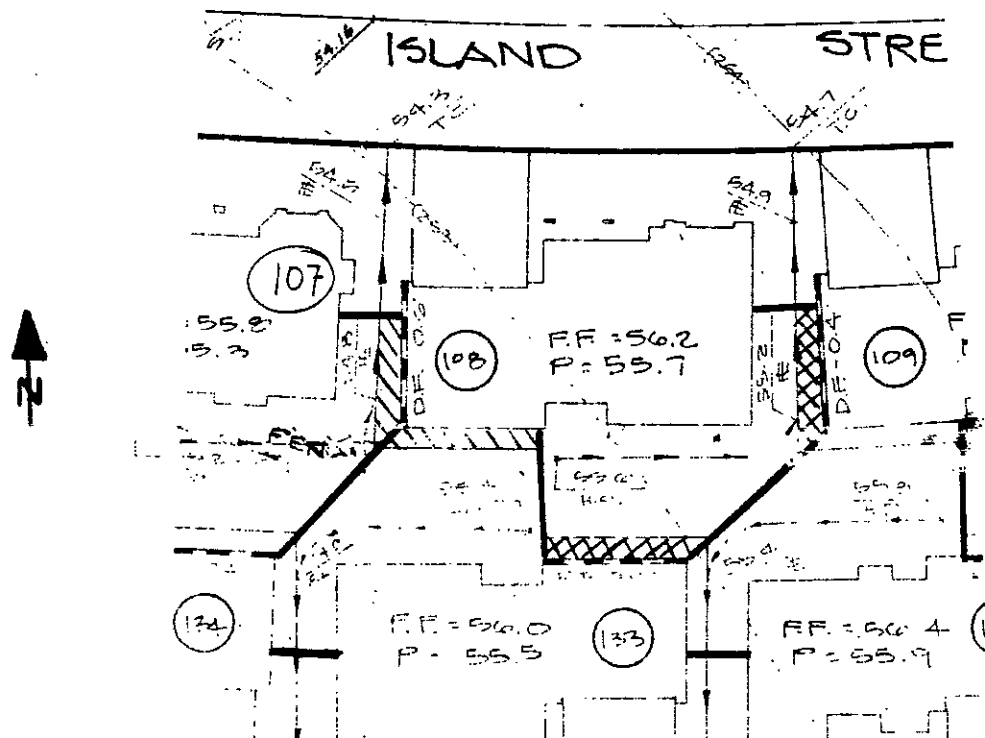
* RESTRICTIONS "FOR USE" OF EASEMENT AREAS
GIVEN AND RECEIVED ARE OUTLINED IN TEXT
OF C.C. * R'S



TRACT 13352 / LOT 108

• 	(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S) FOR THEIR RESTRICTED USE.
• 	(Dominant) EASEMENT AREA(S) RECIEVED FROM ADJACENT LOT(S) FOR LOT OWNER'S RESTRICTED USE.
	WOOD FENCE
	LOT DRAINAGE SWALE (INDICATES DIRECTION OF FLOW) 1/4 MIN.
	LOT LINE
H.P.	HIGH POINT
T.C.	TOP OF CURB
F.L.	FLOW LINE
F.F.	FINISH FLOOR
P.	PAD ELEVATION
	BLOCK WALL
	WROUGHT IRON FENCE
	RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS GIVEN AND RECEIVED ARE OUTLINED IN TEXT OF C.C. * R'S



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TRACT 13352 / LOT 109

(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S)
FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECIEVED FROM ADJACENT
LOT(S) FOR LOT OWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION
OF FLOW) 1% MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

FLOW LINE

F.F.

FINISH FLOOR

P.

PAD ELEVATION



BLOCK WALL

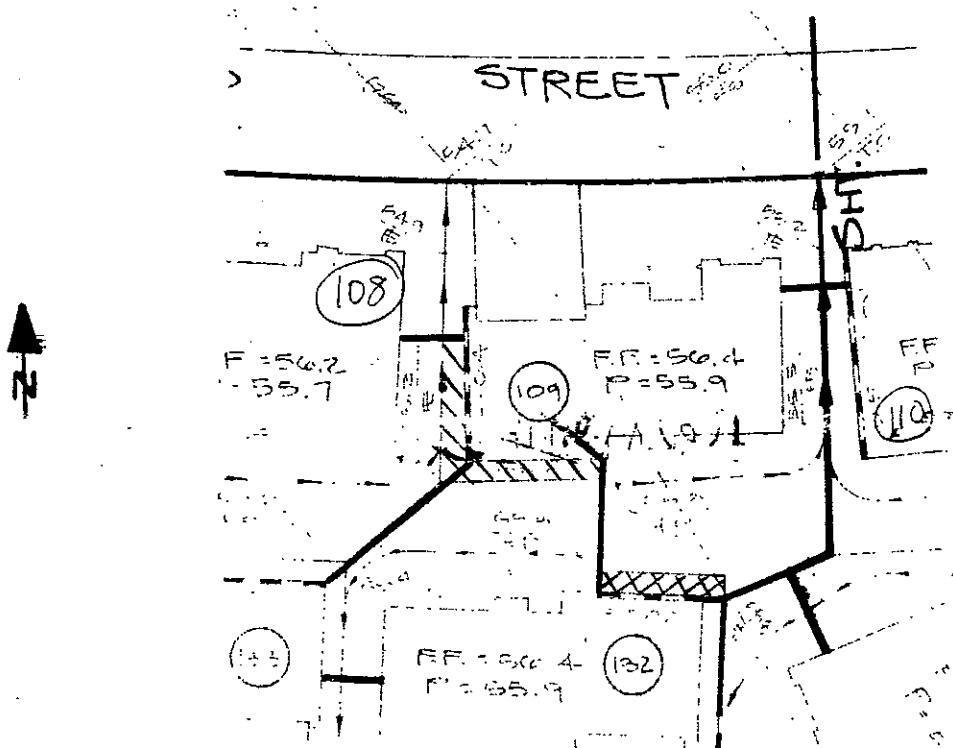


WROUGHT IRON FENCE











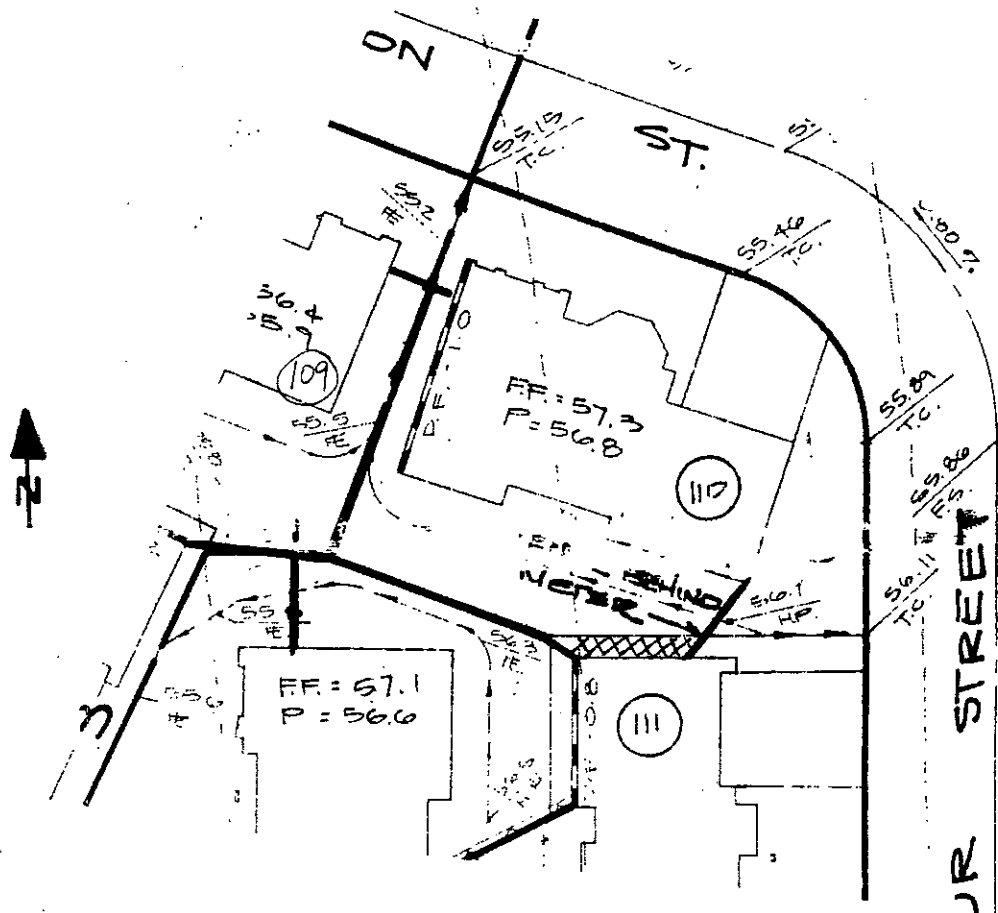
RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS
GIVEN AND RECEIVED ARE OUTLINED IN TEXT
OF C.C. * R'S

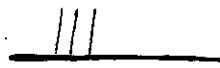


TRACT 13352 / LOT 110

* 	(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S) FOR THEIR RESTRICTED USE.
* 	(Dominant) EASEMENT AREA(S) RECIEVED FROM ADJACENT LOT(S) FOR LOT OWNER'S RESTRICTED USE.
	WOOD FENCE
	LOT DRAINAGE SWALE (INDICATES DIRECTION OF FLOW) 1% MIN.
	LOT LINE
H.P.	HIGH POINT
T.C.	TOP OF CURB
F.L.	FLOW LINE
F.F.	FINISH FLOOR
P.	PAD ELEVATION
	BLOCK WALL
	WROUGHT IRON FENCE
	RETAINING WALL
* RESTRICTIONS "FOR USE" OF EASEMENT AREAS GIVEN AND RECEIVED ARE OUTLINED IN TEXT OF C.C. * R'S	



TRACT 13352 / LOT



(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S)
FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECIEVED FROM ADJACENT
LOT(S) FOR LOT OWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION
OF FLOW) 1% MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

FLOW LINE

F.F.

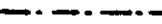
FINISH FLOOR

P.

PAD ELEVATION



BLOCK WALL

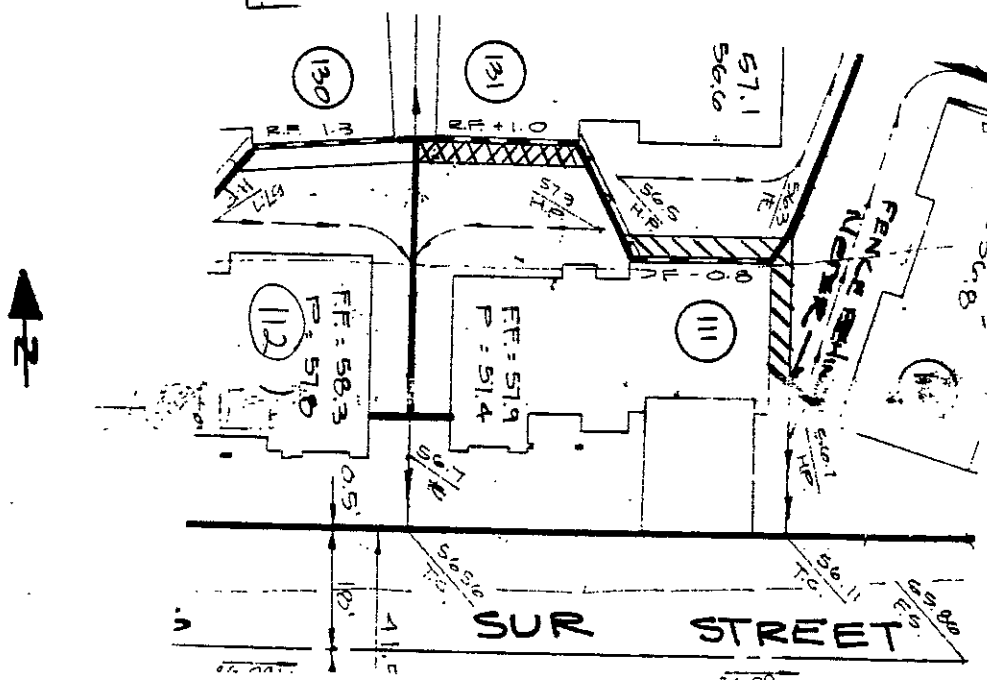


WROUGHT IRON FENCE



RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS
GIVEN AND RECEIVED ARE OUTLINED IN TEXT
OF C.C. * R'S



TRACT 13352 / LOT

112

(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S) FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECIEVED FROM ADJACENT LOT(S) FOR LOT OWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION OF FLOW) 1 1/2 MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

FLOW LINE

F.F.

FINISH FLOOR

P.

PAD ELEVATION



BLOCK WALL

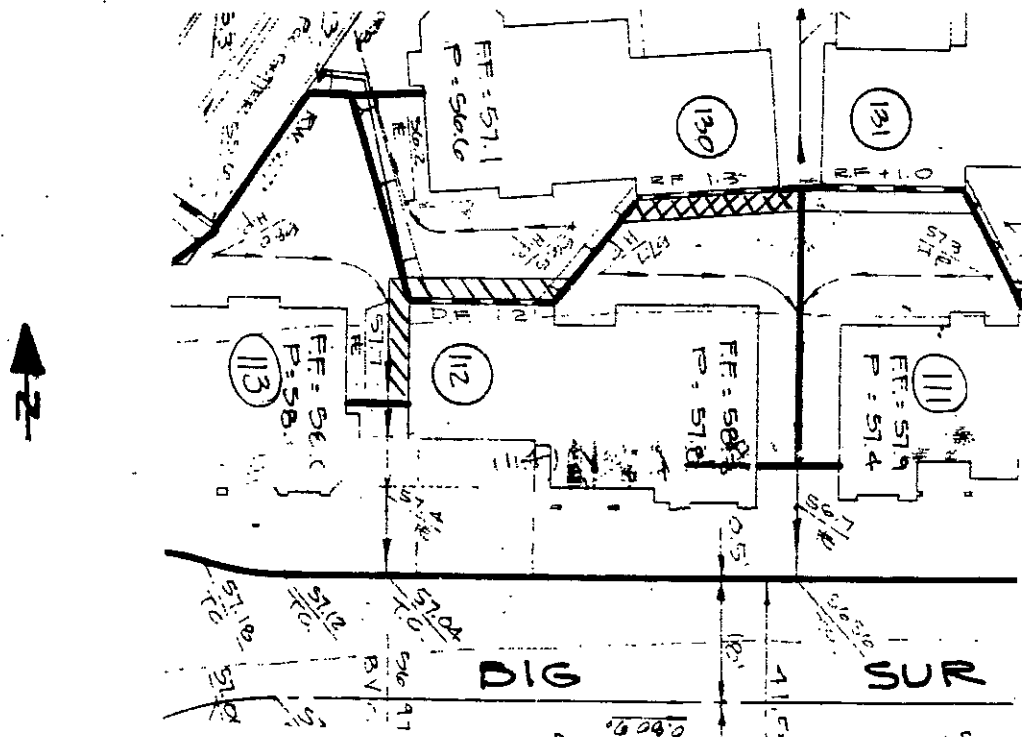


WROUGHT IRON FENCE



RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS GIVEN AND RECEIVED ARE OUTLINED IN TEXT OF C.C. * R'S



89-041182

TRACT 13352 / LOT 113

(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S)
FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECEIVED FROM ADJACENT
LOT(S) FOR LOT OWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION
OF FLOW) 1 1/2 MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

FLOW LINE

F.F.

FINISH FLOOR

P.

PAD ELEVATION



BLOCK WALL

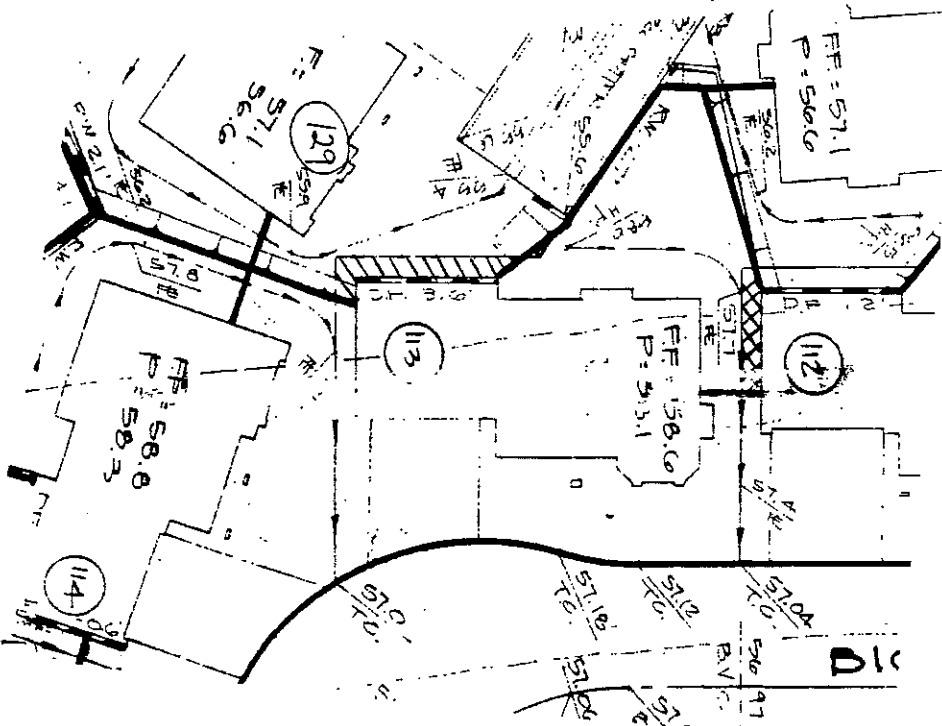


WROUGHT IRON FENCE



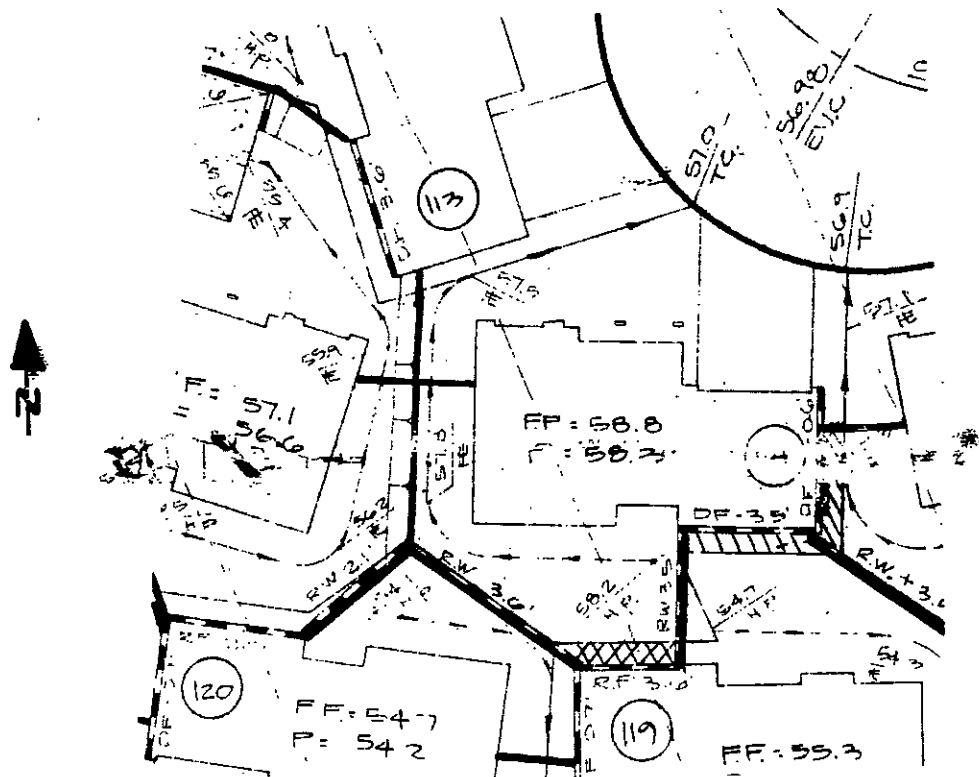
RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS
GIVEN AND RECEIVED ARE OUTLINED IN TEXT
OF C.C. * R'S



114

- * RESTRICTIONS "FOR USE" OF EASEMENT AREAS
GIVEN AND RECEIVED ARE OUTLINED IN TEXT
OF C.C. * R'S



TRACT 13352 / LOT 115

(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S)
FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECIEVED FROM ADJACENT
LOT(S) FOR LOT OWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION
OF FLOW) 1% MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

FLOW LINE

F.F.

FINISH FLOOR

P.

PAD ELEVATION



BLOCK WALL

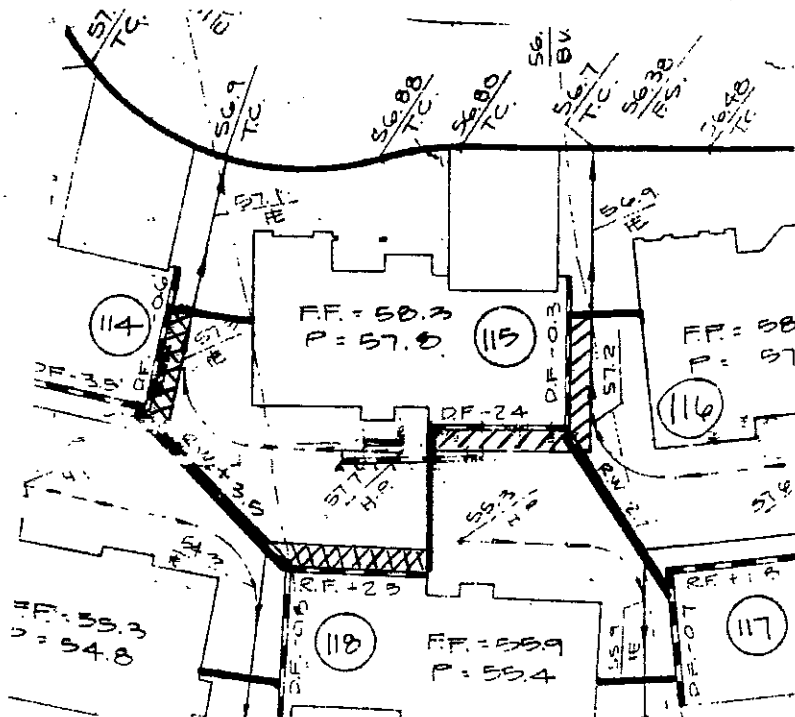


WROUGHT IRON FENCE



RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS
GIVEN AND RECEIVED ARE OUTLINED IN TEXT
OF C.C. * R'S



TRACT 13352 / LOT

116



(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S)
FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECEIVED FROM ADJACENT
LOT(S) FOR LOT OWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION
OF FLOW) 1/4 MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

FLOW LINE

F.F.

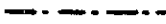
FINISH FLOOR

P.

PAD ELEVATION



BLOCK WALL

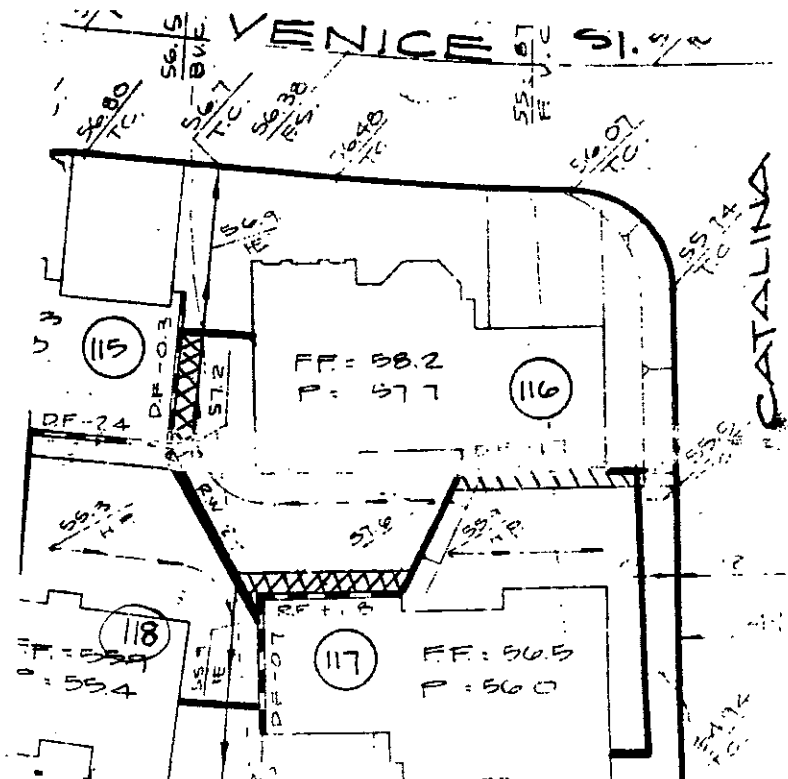


WROUGHT IRON FENCE



RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS
GIVEN AND RECEIVED ARE OUTLINED IN TEXT
OF C.C. * R'S



TRACT 13352 / LOT 117

(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S)
FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECIEVED FROM ADJACENT
LOT(S) FOR LOT OWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION
OF FLOW) 1/8 MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

FLOW LINE

F.F.

FINISH FLOOR

P.

PAD ELEVATION



BLOCK WALL

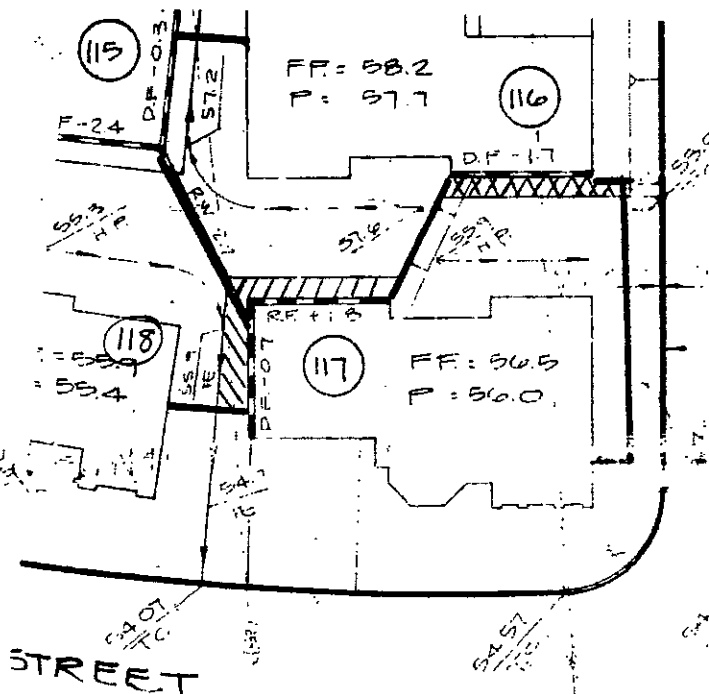


WROUGHT IRON FENCE











RETAINING WALL

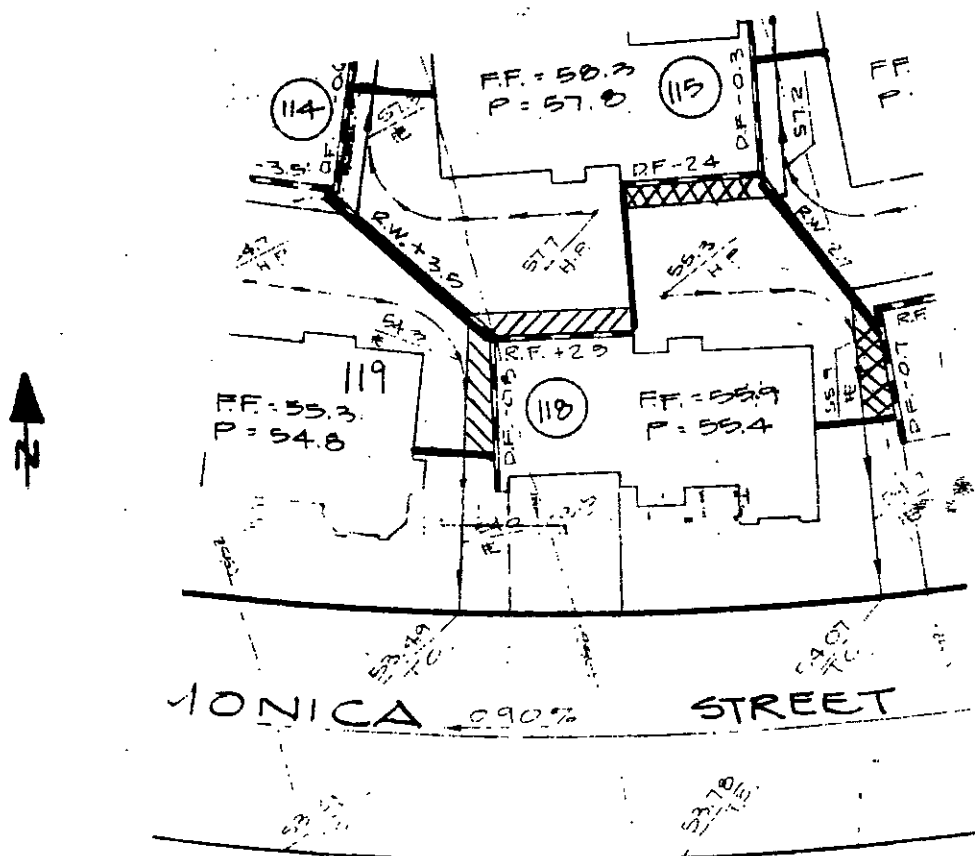
* RESTRICTIONS "FOR USE" OF EASEMENT AREAS
GIVEN AND RECEIVED ARE OUTLINED IN TEXT
OF C.C. * R'S



TRACT 13352 / LOT 118

* 	(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S) FOR THEIR RESTRICTED USE.
* 	(Dominant) EASEMENT AREA(S) RECIEVED FROM ADJACENT LOT(S) FOR LOT OWNER'S RESTRICTED USE.
	WOOD FENCE
	LOT DRAINAGE SWALE (INDICATES DIRECTION OF FLOW) 1% MIN.
	LOT LINE
H.P.	HIGH POINT
T.C.	TOP OF CURB
F.L.	FLOW LINE
F.F.	FINISH FLOOR
P.	PAD ELEVATION
	BLOCK WALL
	WROUGHT IRON FENCE
	RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS GIVEN AND RECEIVED ARE OUTLINED IN TEXT OF C.C. * R'S



89-04/182

TRACT 13352 / LOT 119

(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S)
FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECIEVED FROM ADJACENT
LOT(S) FOR LOT OWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION
OF FLOW) 1% MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

FLOW LINE

F.F.

FINISH FLOOR

P.

PAD ELEVATION



BLOCK WALL

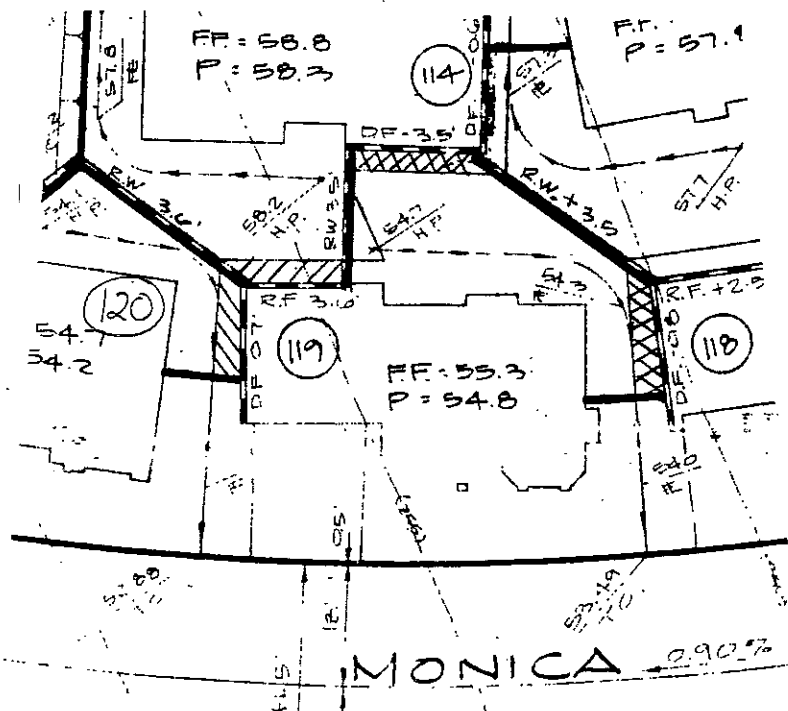


WROUGHT IRON FENCE











RETAINING WALL

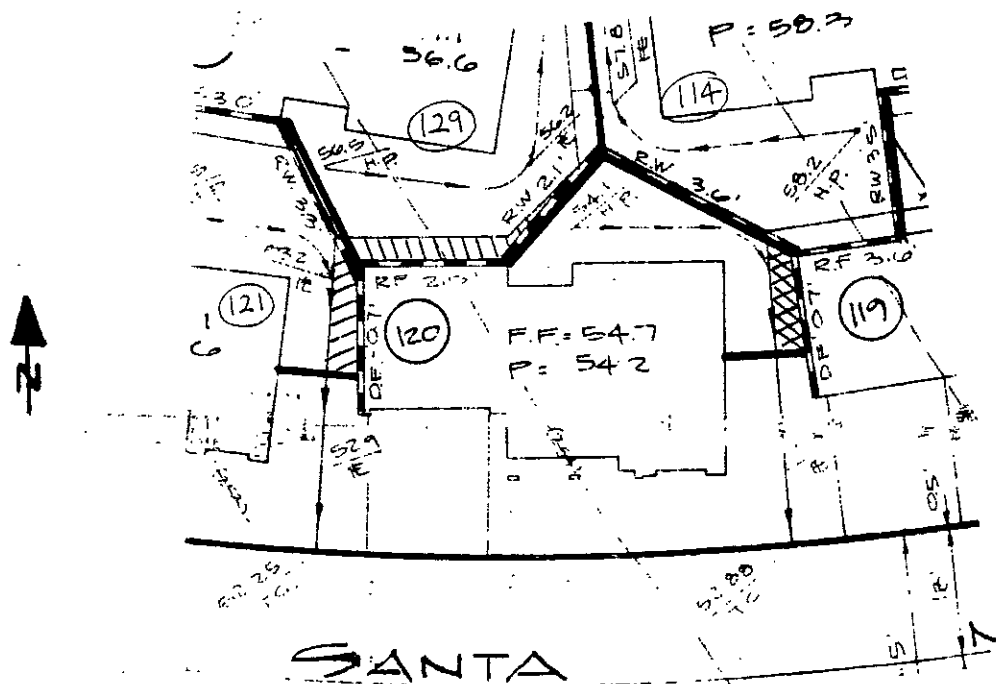
* RESTRICTIONS "FOR USE" OF EASEMENT AREAS
GIVEN AND RECEIVED ARE OUTLINED IN TEXT
OF C.C. * R'S



TRACT 13352 / LOT 120

* 	(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S) FOR THEIR RESTRICTED USE.
* 	(Dominant) EASEMENT AREA(S) RECIEVED FROM ADJACENT LOT(S) FOR LOT OWNER'S RESTRICTED USE.
	WOOD FENCE
	LOT DRAINAGE SWALE (INDICATES DIRECTION OF FLOW) 1% MIN.
	LOT LINE
H.P.	HIGH POINT
T.C.	TOP OF CURB
F.L.	FLOW LINE
F.F.	FINISH FLOOR
P.	PAD ELEVATION
	BLOCK WALL
	WROUGHT IRON FENCE
	RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREA: GIVEN AND RECEIVED ARE OUTLINED IN TEXT OF C.C. * R'S



TRACT 13352 / LOT 121

(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S)
FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECIEVED FROM ADJACENT
LOT(S) FOR LOT OWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION
OF FLOW) 1 1/4 MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

FLOW LINE

F.F.

FINISH FLOOR

P.

PAD ELEVATION



BLOCK WALL

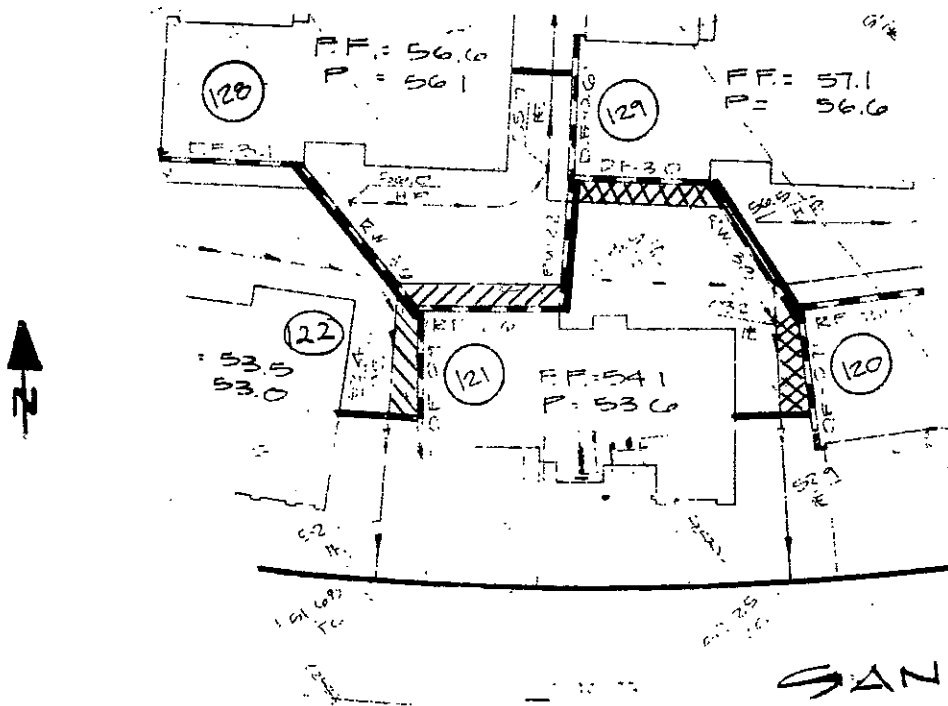


WROUGHT IRON FENCE











RETAINING WALL

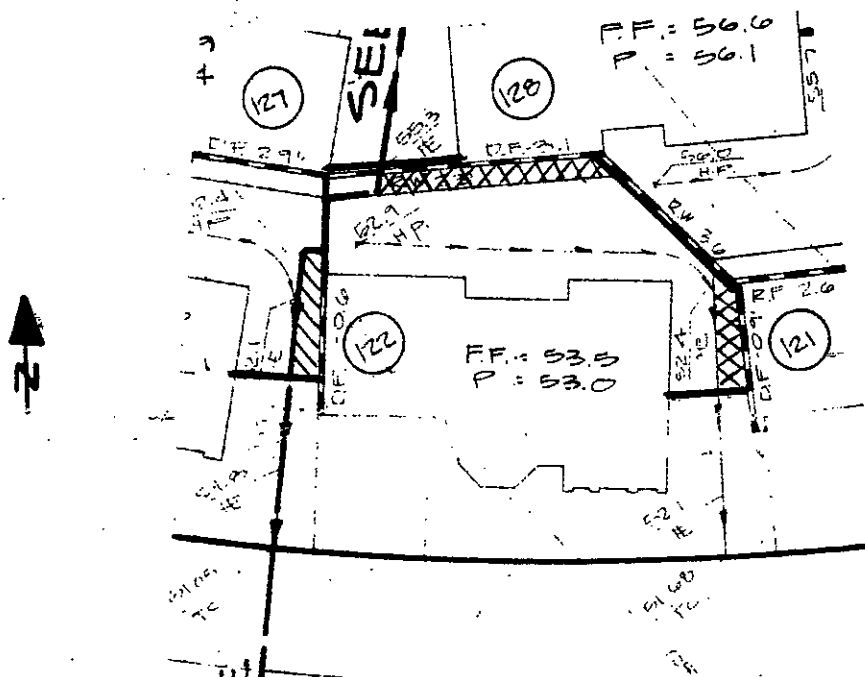
* RESTRICTIONS "FOR USE" OF EASEMENT AREAS
GIVEN AND RECEIVED ARE OUTLINED IN TEXT
OF C.C. * R'S



TRACT 13352 / LOT 122

• 	(Servient)	EASEMENT AREA(S) GIVEN ADJACENT LOT(S) FOR THEIR RESTRICTED USE.
• 	(Dominant)	EASEMENT AREA(S) RECIEVED FROM ADJACENT LOT(S) FOR LOT OWNER'S RESTRICTED USE.
		WOOD FENCE
		LOT DRAINAGE SWALE (INDICATES DIRECTION OF FLOW) 1% MIN.
		LOT LINE
H.P.		HIGH POINT
T.C.		TOP OF CURB
F.L.		FLOW LINE
F.F.		FINISH FLOOR
P.		PAD ELEVATION
		BLOCK WALL
		WROUGHT IRON FENCE
		RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS GIVEN AND RECEIVED ARE OUTLINED IN TEXT OF C.C. * R'S



TRACT 13352 / LOT 123



(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S) FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECIEVED FROM ADJACENT LOT(S) FOR LOT OWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION OF FLOW) 1% MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

FLOW LINE

F.F.

FINISH FLOOR

P.

PAD ELEVATION



BLOCK WALL

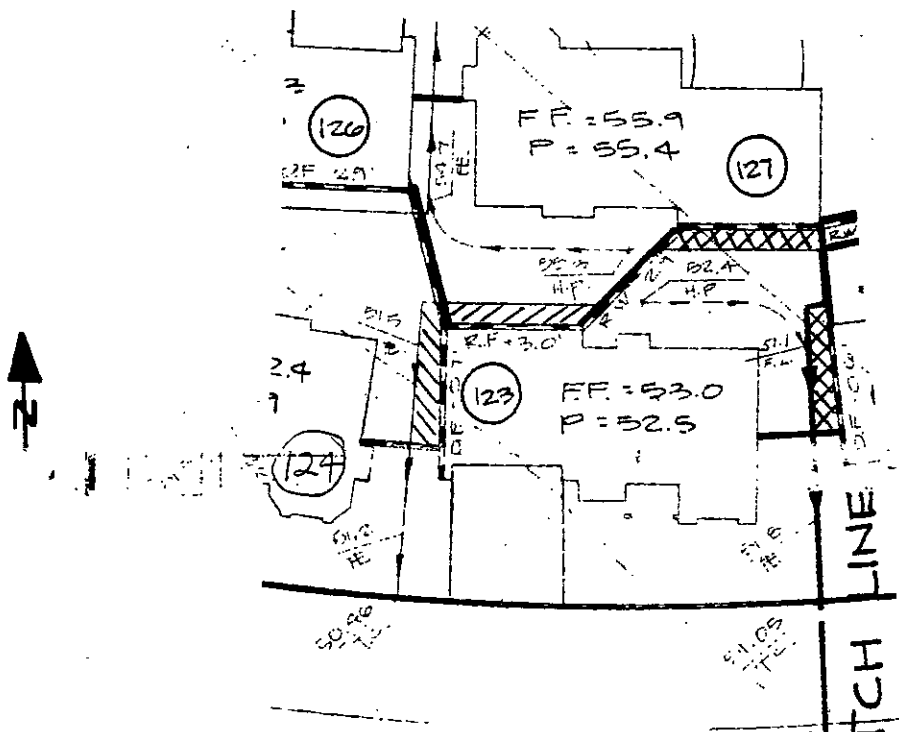


WROUGHT IRON FENCE



RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS GIVEN AND RECEIVED ARE OUTLINED IN TEXT OF C.C. * R'S



TRACT 13352 / LOT 124

(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S) FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECIEVED FROM ADJACENT LOT(S) FOR LOT OWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION OF FLOW) 1 1/2 MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

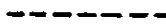
FLOW LINE

F.F.

FINISH FLOOR

P.

PAD ELEVATION



BLOCK WALL

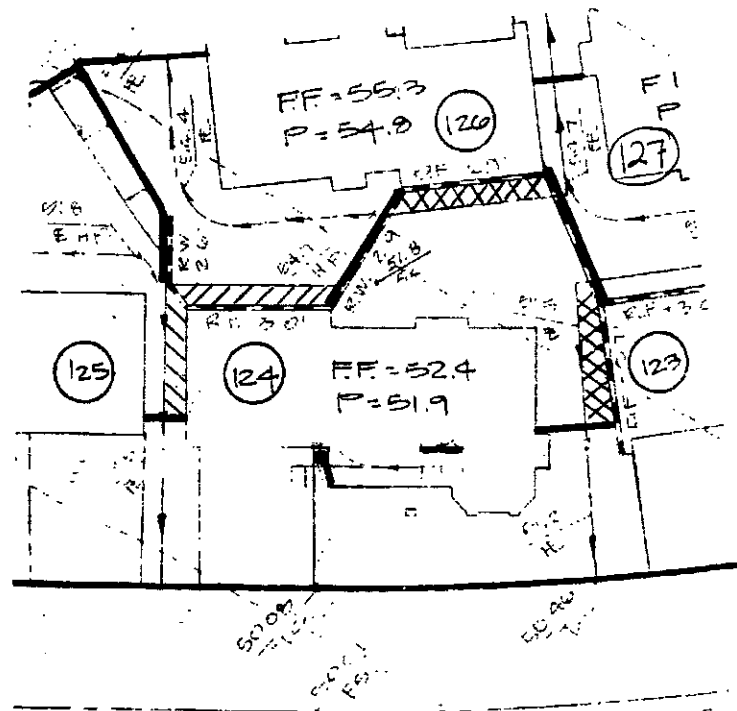


WROUGHT IRON FENCE



RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS GIVEN AND RECEIVED ARE OUTLINED IN TEXT OF C.C. * R'S



TRACT 13352 / LOT 125



(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S) FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECIEVED FROM ADJACENT LOT(S) FOR LOT OWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION OF FLOW) 1 1/2 MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

FLOW LINE

F.F.

FINISH FLOOR

P.

PAD ELEVATION



BLOCK WALL

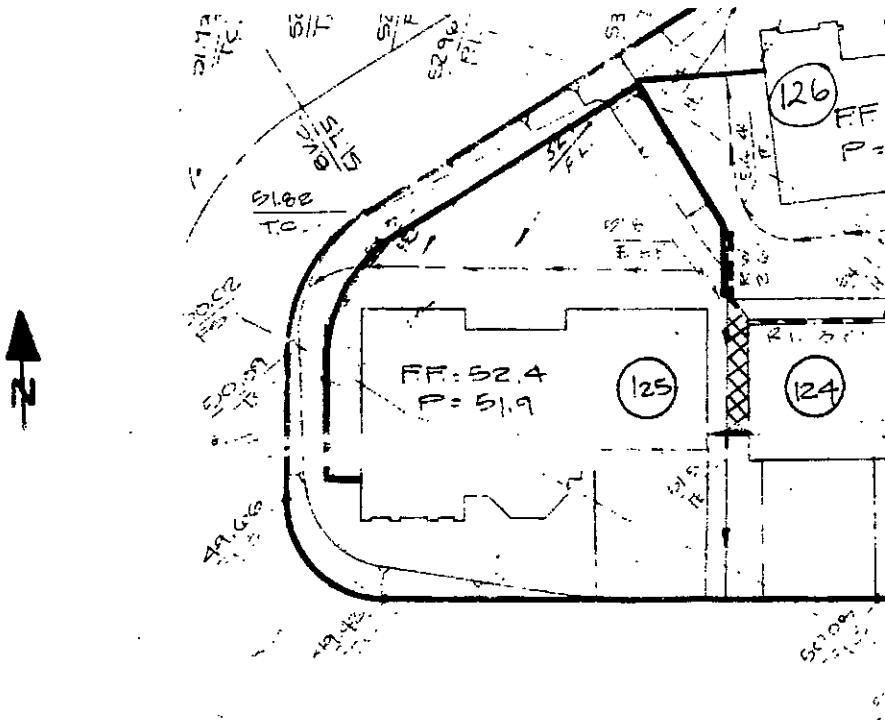


WROUGHT IRON FENCE











RETAINING WALL

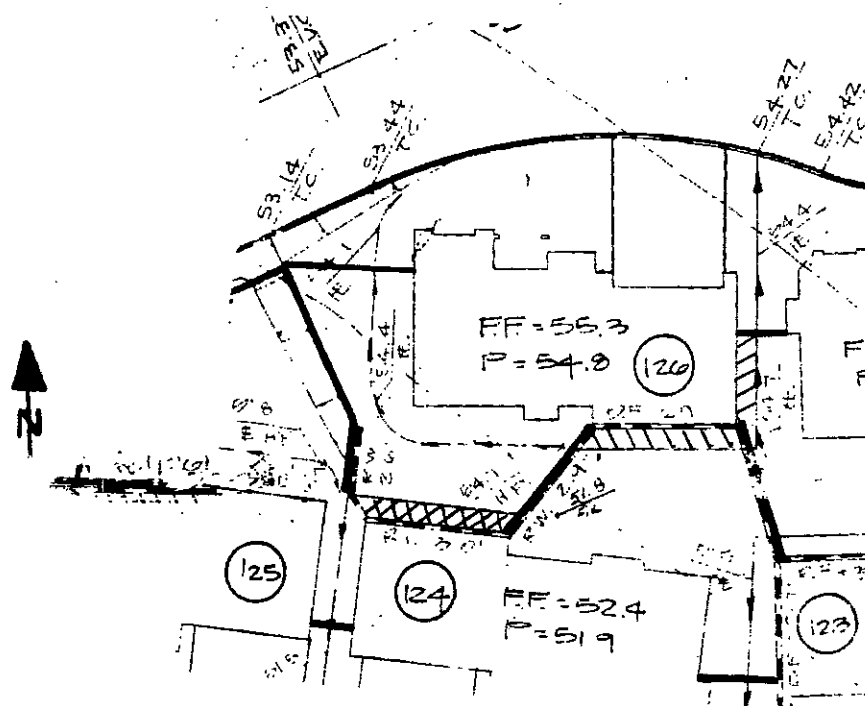
* RESTRICTIONS "FOR USE" OF EASEMENT AREAS GIVEN AND RECEIVED ARE OUTLINED IN TEXT OF C.C. * R'S



TRACT 13352 / LOT 126

* 	(Servient)	EASEMENT AREA(S) GIVEN ADJACENT LOT(S) FOR THEIR RESTRICTED USE.
* 	(Dominant)	EASEMENT AREA(S) RECIEVED FROM ADJACENT LOT(S) FOR LOT OWNER'S RESTRICTED USE.
		WOOD FENCE
		LOT DRAINAGE SWALE (INDICATES DIRECTION OF FLOW) 1 1/2 MIN.
		LOT LINE
H.P.		HIGH POINT
T.C.		TOP OF CURB
F.L.		FLOW LINE
F.F.		FINISH FLOOR
P.		PAD ELEVATION
		BLOCK WALL
		WROUGHT IRON FENCE
		RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS GIVEN AND RECEIVED ARE OUTLINED IN TEXT OF C.C. * R'S



TRACT 13352 / LOT 127

(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S)
FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECIEVED FROM ADJACENT
LOT(S) FOR LOT OWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION
OF FLOW) 1/4 MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

FLOW LINE

F.F.

FINISH FLOOR

P.

PAD ELEVATION



BLOCK WALL

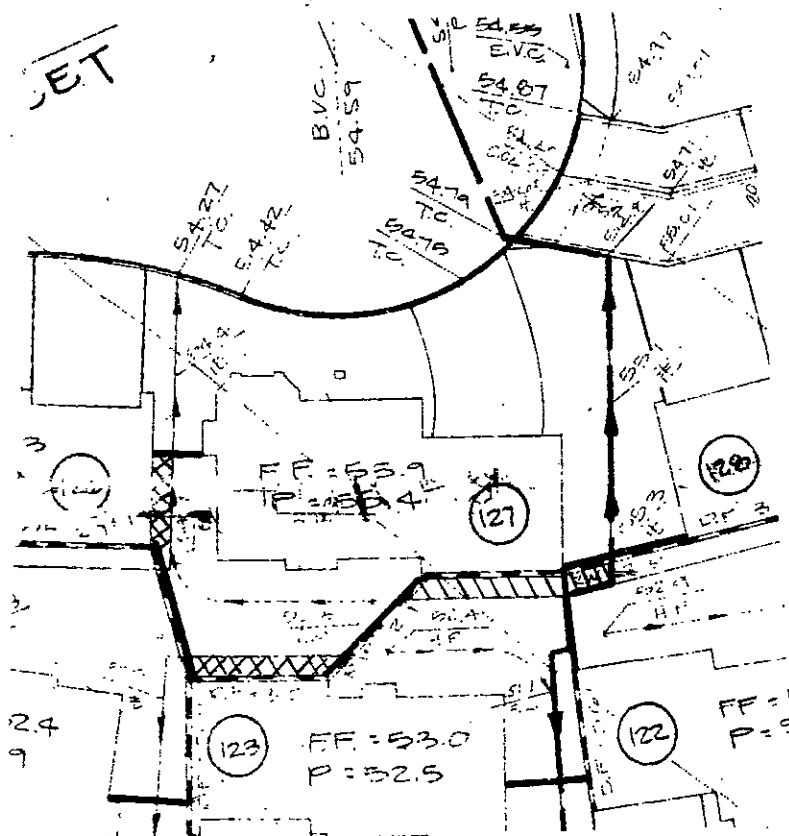


WROUGHT IRON FENCE











RETAINING WALL

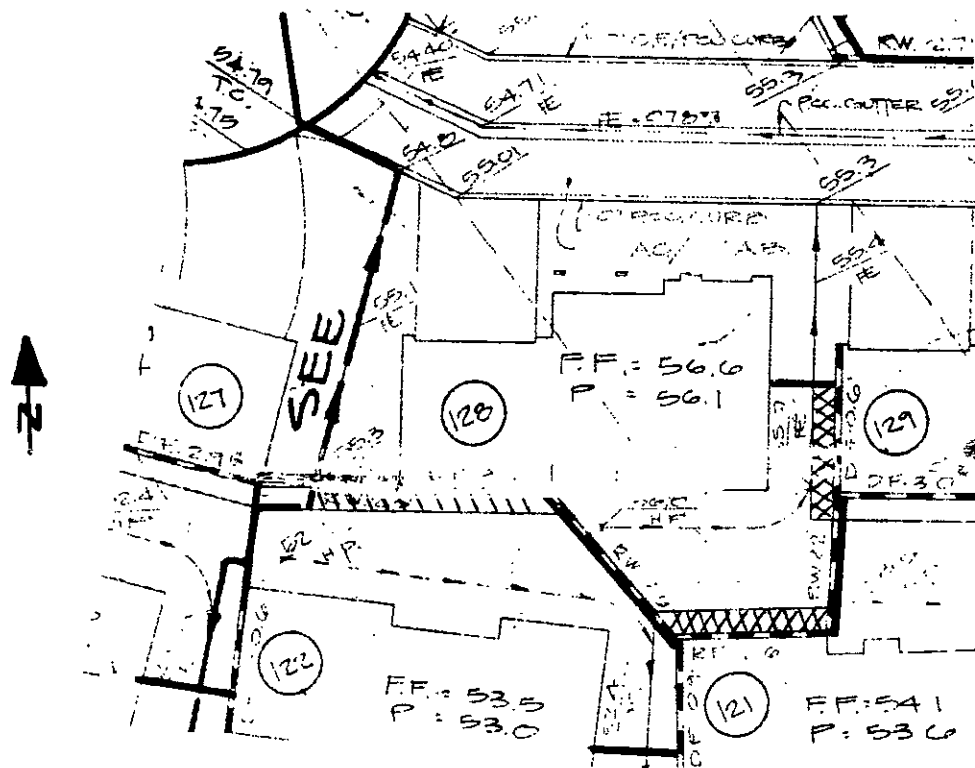
* RESTRICTIONS "FOR USE" OF EASEMENT AREAS
GIVEN AND RECEIVED ARE OUTLINED IN TEXT
OF C.C. * R'S



TRACT 13352 / LOT 128

• 	(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S) FOR THEIR RESTRICTED USE..
• 	(Dominant) EASEMENT AREA(S) RECIEVED FROM ADJACENT LOT(S) FOR LOT OWNER'S RESTRICTED USE.
	WOOD FENCE
	LOT DRAINAGE SWALE (INDICATES DIRECTION OF FLOW) 1 1/2 MIN.
	LOT LINE
H.P.	HIGH POINT
T.C.	TOP OF CURB
F.L.	FLOW LINE
F.F.	FINISH FLOOR
P.	PAD ELEVATION
	BLOCK WALL
	WROUGHT IRON FENCE
	RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS GIVEN AND RECEIVED ARE OUTLINED IN TEXT OF C.C. * R'S



TRACT 13352 / LOT 129

(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S)
FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECIEVED FROM ADJACENT
LOT(S) FOR LOT OWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION
OF FLOW) 1% MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

FLOW LINE

F.F.

FINISH FLOOR

P.

PAD ELEVATION



BLOCK WALL

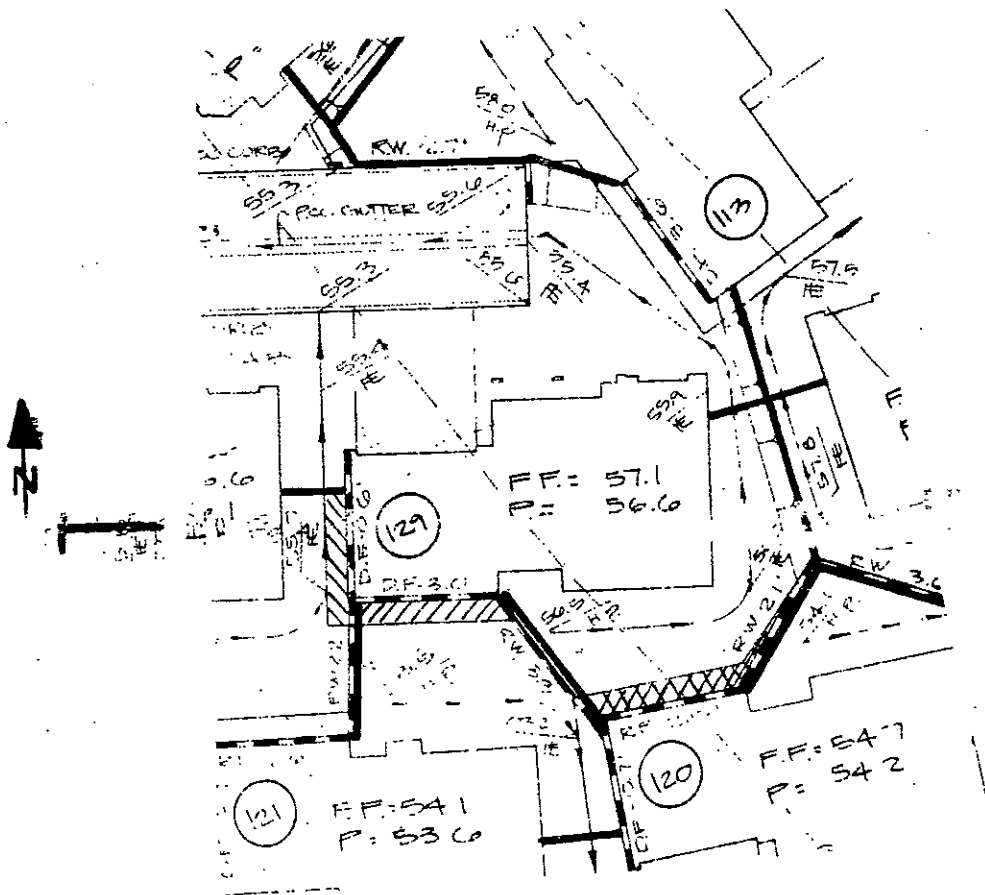


WROUGHT IRON FENCE



RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS
GIVEN AND RECEIVED ARE OUTLINED IN TEXT
OF C.C. * R'S



TRACT 13352 / LOT 130

(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S) FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECEIVED FROM ADJACENT LOT(S) FOR LOT OWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION OF FLOW) 1 1/2 MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

FLOW LINE

F.F.

FINISH FLOOR

P.

PAD ELEVATION



BLOCK WALL

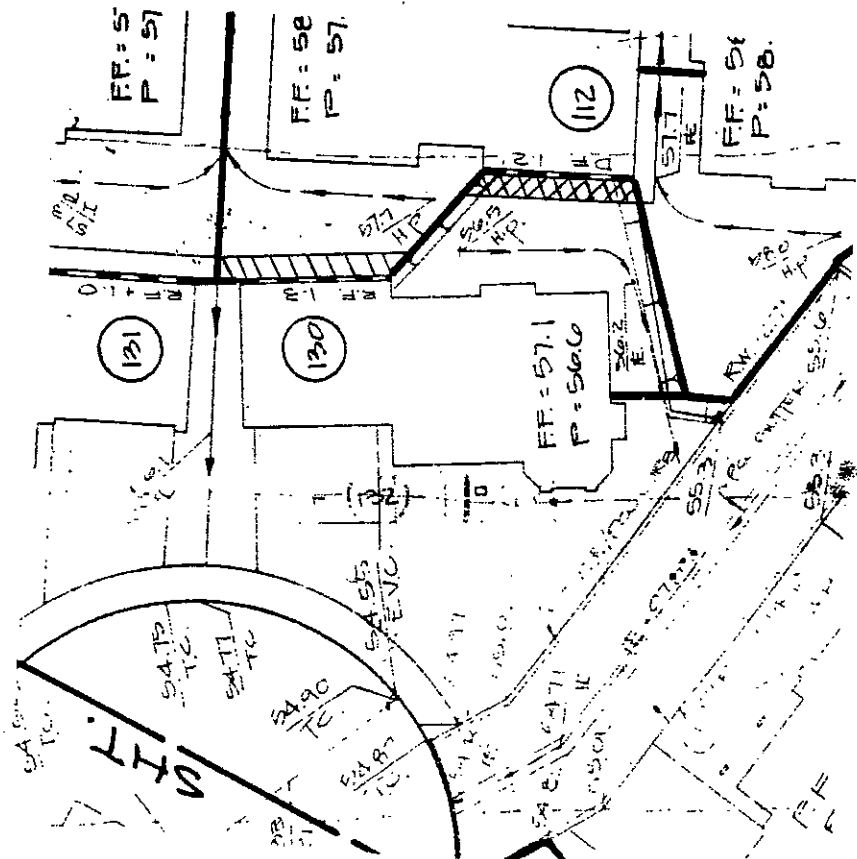


WROUGHT IRON FENCE



RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS GIVEN AND RECEIVED ARE OUTLINED IN TEXT OF C.C. * R'S



TRACT 13352 / LOT 131

(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S)
FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECIEVED FROM ADJACENT
LOT(S) FOR LOT OWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION
OF FLOW) 1 1/2 MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

FLOW LINE

F.F.

FINISH FLOOR

P.

PAD ELEVATION



BLOCK WALL

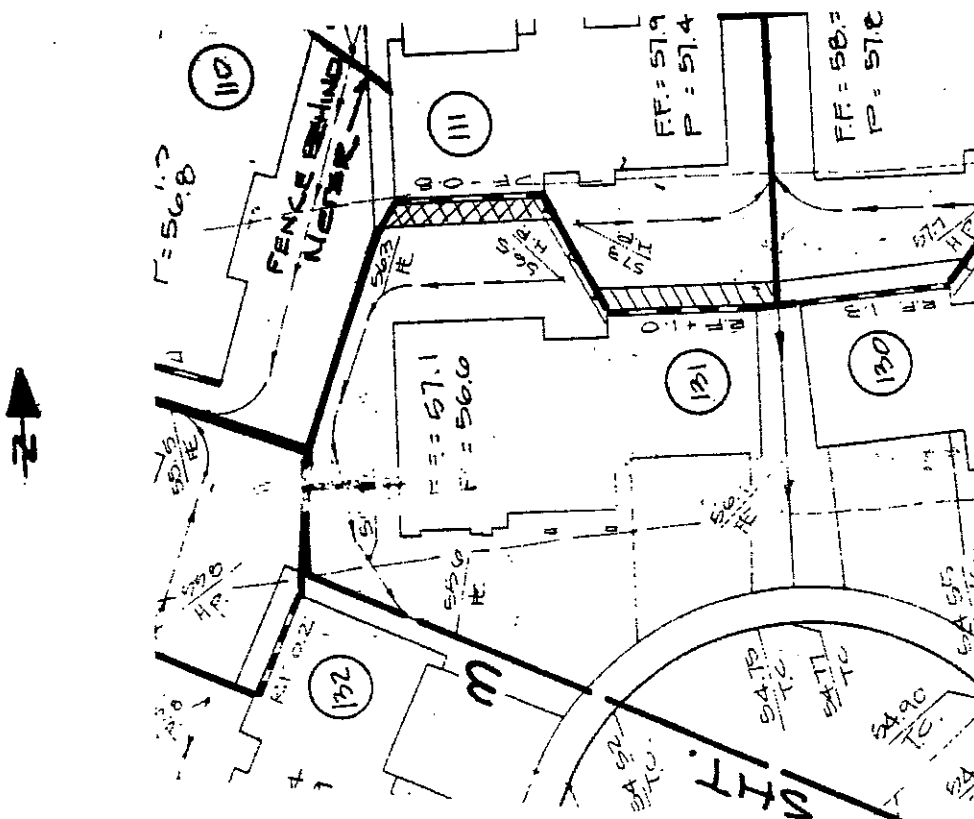


WROUGHT IRON FENCE











RETAINING WALL

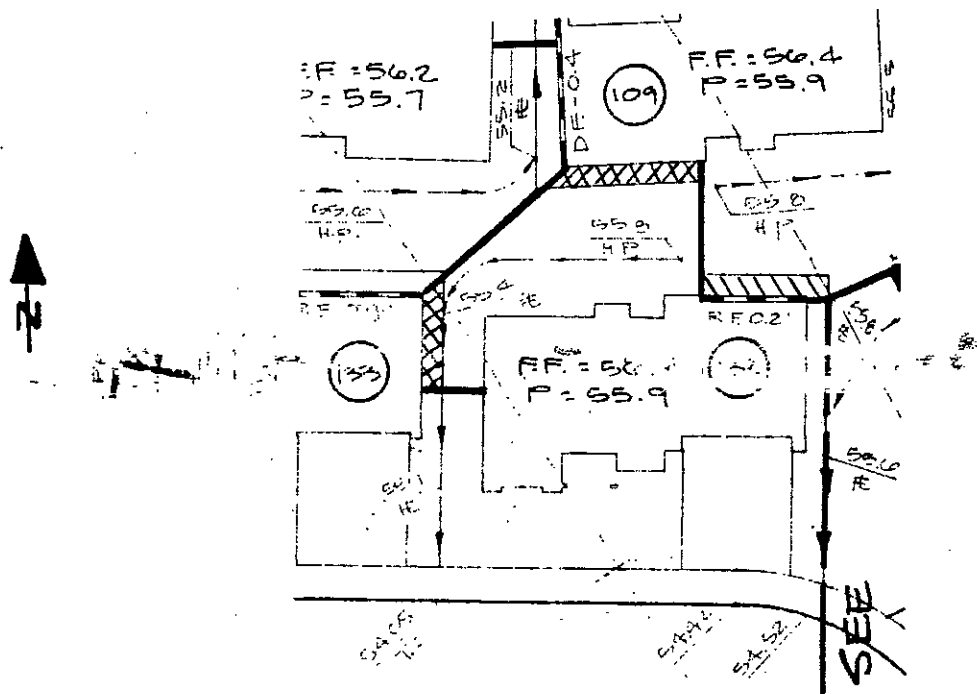
* RESTRICTIONS "FOR USE" OF EASEMENT AREAS
GIVEN AND RECEIVED ARE OUTLINED IN TEXT
OF C.C. * R'S



TRACT 13352 / LOT 132

	(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S) FOR THEIR RESTRICTED USE.
	(Dominant) EASEMENT AREA(S) RECEIVED FROM ADJACENT LOT(S) FOR LOT OWNER'S RESTRICTED USE.
	WOOD FENCE
	LOT DRAINAGE SWALE (INDICATES DIRECTION OF FLOW) 1% MIN.
	LOT LINE
H.P.	HIGH POINT
T.C.	TOP OF CURB
F.L.	FLOW LINE
F.F.	FINISH FLOOR
P.	PAD ELEVATION
	BLOCK WALL
	WROUGHT IRON FENCE
	RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS GIVEN AND RECEIVED ARE OUTLINED IN TEXT OF C.C. * R'S



TRACT 13352 / LOT 133

(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S)
FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECIEVED FROM ADJACENT
LOT(S) FOR LOT OWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION
OF FLOW) 1 1/2 MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

FLOW LINE

F.F.

FINISH FLOOR

P.

PAD ELEVATION



BLOCK WALL

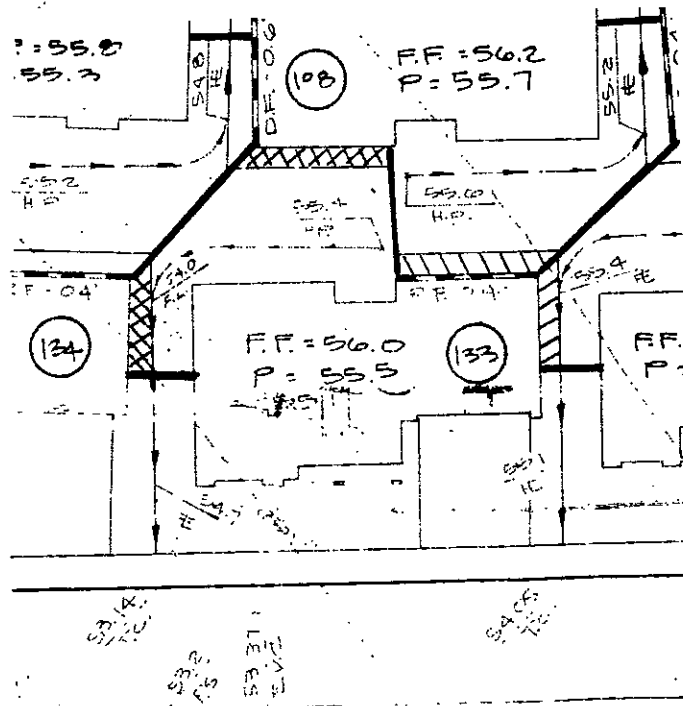


WROUGHT IRON FENCE











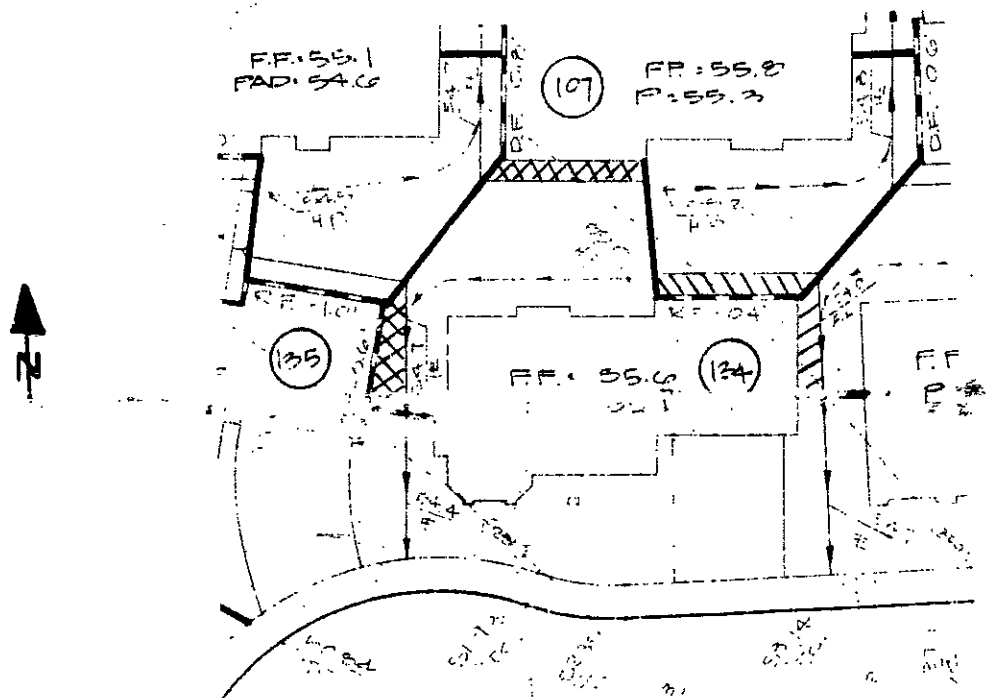
RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS
GIVEN AND RECEIVED ARE OUTLINED IN TEXT
OF C.C. * R'S



TRACT 13352 / LOT 134

* 	(Servient)	EASEMENT AREA(S) GIVEN ADJACENT LOT(S) FOR THEIR RESTRICTED USE.
* 	(Dominant)	EASEMENT AREA(S) RECEIVED FROM ADJACENT LOT(S) FOR LOT OWNER'S RESTRICTED USE.
		WOOD FENCE
		LOT DRAINAGE SWALE (INDICATES DIRECTION OF FLOW) 1 1/2 MIN.
		LOT LINE
H.P.		HIGH POINT
T.C.		TOP OF CURB
F.L.		FLOW LINE
F.F.		FINISH FLOOR
P.		PAD ELEVATION
		BLOCK WALL
		WROUGHT IRON FENCE
		RETAINING WALL
* RESTRICTIONS "FOR USE" OF EASEMENT AREAS GIVEN AND RECEIVED ARE OUTLINED IN TEXT OF C.C. * R'S		



TRACT 13352 / LOT 135

(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S)
FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECIEVED FROM ADJACENT
LOT(S) FOR LOT OWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION
OF FLOW) 1% MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

FLOW LINE

F.F.

FINISH FLOOR

P.

PAD ELEVATION



BLOCK WALL

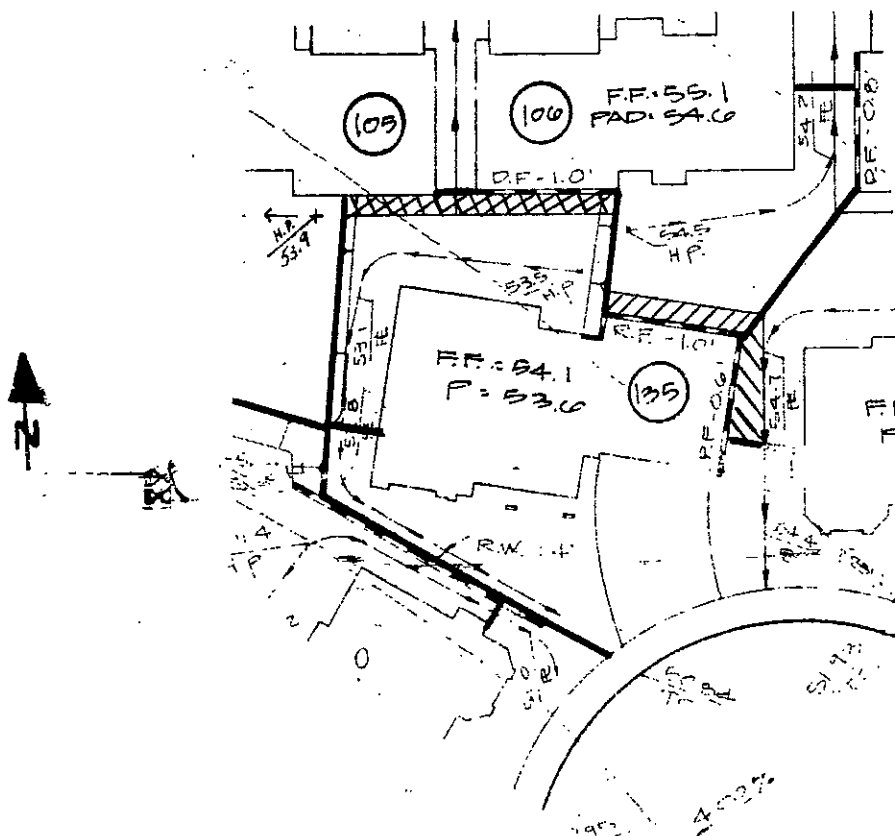


WROUGHT IRON FENCE



RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS
GIVEN AND RECEIVED ARE OUTLINED IN TEXT
OF C.C. * R'S



136

[illegible]

TRACT 13352 / LOT 137



(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S) FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECIEVED FROM ADJACENT LOT(S) FOR LOT OWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION OF FLOW) 1/2 MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

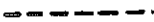
FLOW LINE

F.F.

FINISH FLOOR

P.

PAD ELEVATION



BLOCK WALL

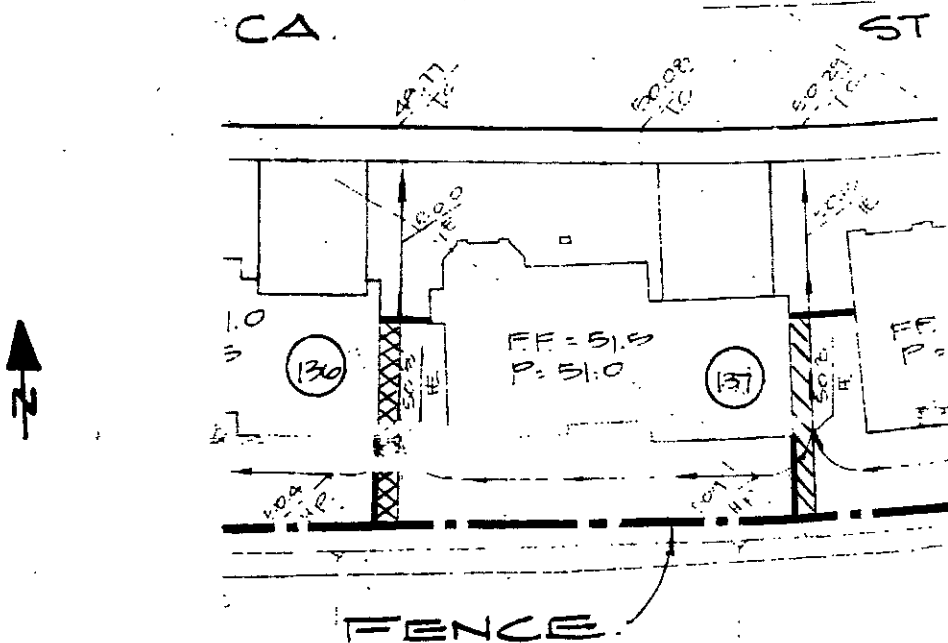


WROUGHT IRON FENCE



RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS GIVEN AND RECEIVED ARE OUTLINED IN TEXT OF C.C. * R'S



TRACT 13352 / LOT 138

(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S) FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECEIVED FROM ADJACENT LOT(S) FOR LOT OWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION OF FLOW) 1/8 MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

FLOW LINE

F.F.

FINISH FLOOR

P.

PAV ELEVATION



BLOCK WALL

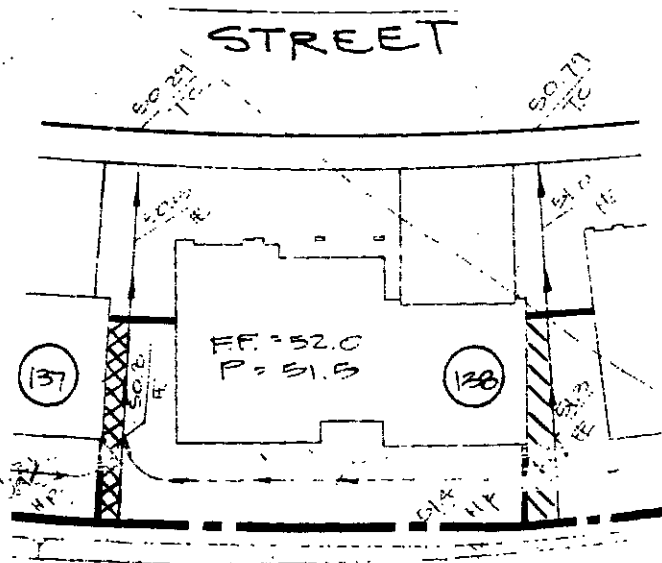


WROUGHT IRON FENCE



RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS GIVEN AND RECEIVED ARE OUTLINED IN TEXT OF C.C. * R'S



TRACT 13352 / LOT 139

(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S)
FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECIEVED FROM ADJACENT
LOT(S) FOR LOT OWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION
OF FLOW) 1% MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

FLOW LINE

F.F.

FINISH FLOOR

P.

PAD ELEVATION



BLOCK WALL

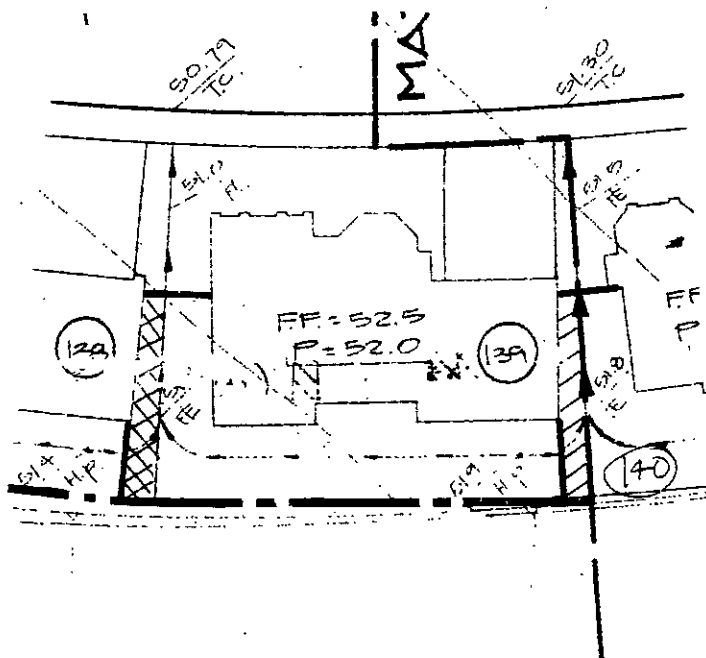


WROUGHT IRON FENCE











RETAINING WALL

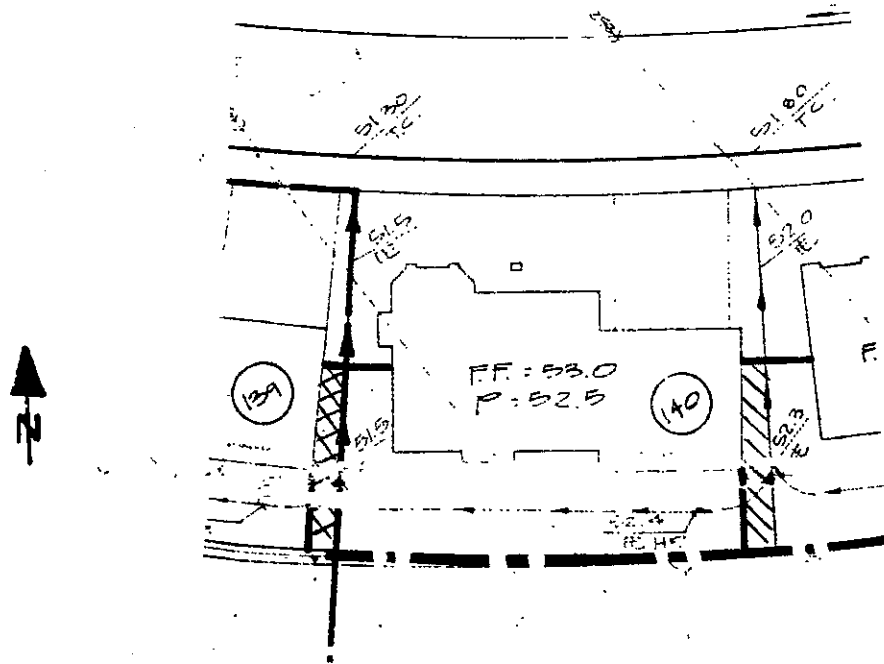
* RESTRICTIONS "FOR USE" OF EASEMENT AREAS
GIVEN AND RECEIVED ARE OUTLINED IN TEXT
OF C.C. * R'S



TRACT 13352 / LOT 140

* 	(Servient)	EASEMENT AREA(S) GIVEN ADJACENT LOT(S) FOR THEIR RESTRICTED USE.
* 	(Dominant)	EASEMENT AREA(S) RECIEVED FROM ADJACENT LOT(S) FOR LOT OWNER'S RESTRICTED USE.
		WOOD FENCE
		LOT DRAINAGE SWALE (INDICATES DIRECTION OF FLOW) 1% MIN.
		LOT LINE
H.P.		HIGH POINT
T.C.		TOP OF CURB
F.L.		FLOW LINE
F.F.		FINISH FLOOR
P.		PAD ELEVATION
		BLOCK WALL
		WROUGHT IRON FENCE
		RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS GIVEN AND RECEIVED ARE OUTLINED IN TEXT OF C.C. * R'S



TRACT 13352 / LOT 141

(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S)
FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECIEVED FROM ADJACENT
LOT(S) FOR LOT OWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION
OF FLOW) 1/4 MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

FLOW LINE

F.F.

FINISH FLOOR

P.

PAD ELEVATION



BLOCK WALL

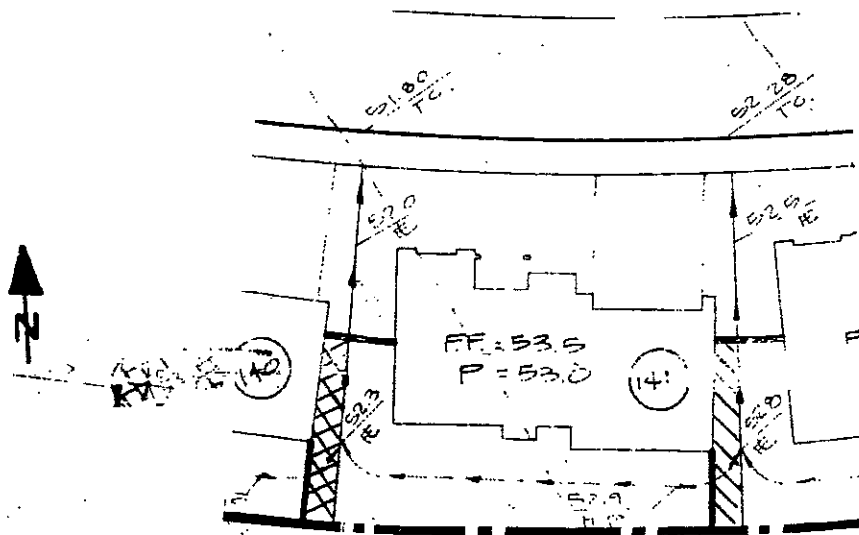


WROUGHT IRON FENCE



RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS
GIVEN AND RECEIVED ARE OUTLINED IN TEXT
OF C.C. * R'S



TRACT 13352 / LOT

(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S)
FOR THEIR RESTRICTED USE.

(Dominant) EASEMENT AREA(S) RECIEVED FROM ADJACENT LOT(S) FOR LOT OWNER'S RESTRICTED USE.

WOOD FENCE

LOT DRAINAGE SWALE (INDICATES DIRECTION
OF FLOW) 1 1/2 MIN.

LOT LINE

HIGH POINT

TOP OF CURB

FLOW LINE

FINISH FLOOR

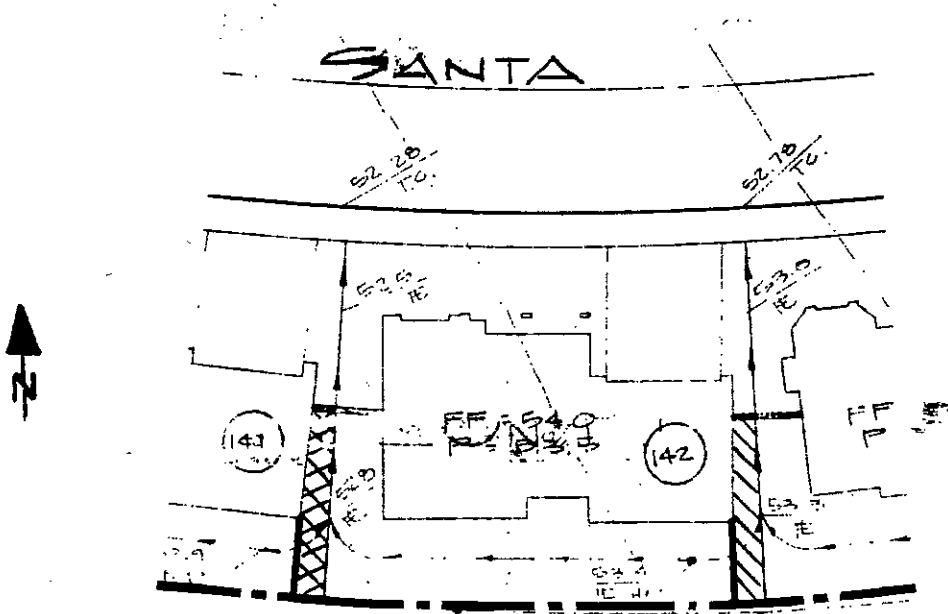
PAD ELEVATION

BLOCK WALL

WROUGHT IRON FENCE

RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS
GIVEN AND RECEIVED ARE OUTLINED IN TEXT
OF C.C. * R'S



TRACT 13352 / LOT 143

(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S)
FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECIEVED FROM ADJACENT
LOT(S) FOR LOT OWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION
OF FLOW) 1/4 MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

FLOW LINE

F.F.

FINISH FLOOR

P.

PAD ELEVATION



BLOCK WALL

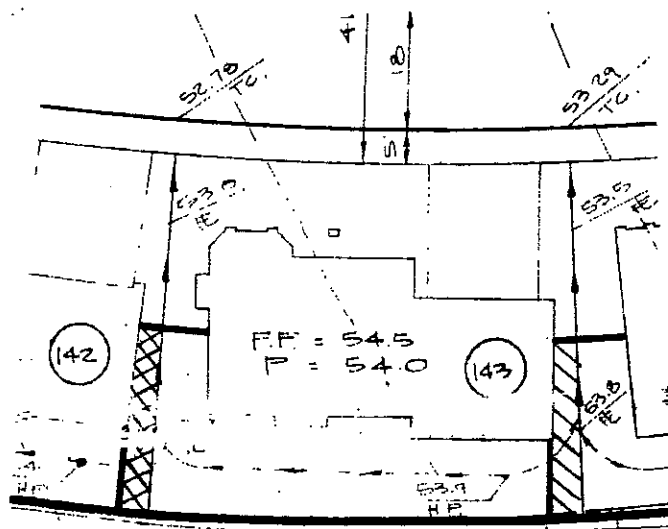


WROUGHT IRON FENCE






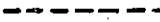




RETAINING WALL

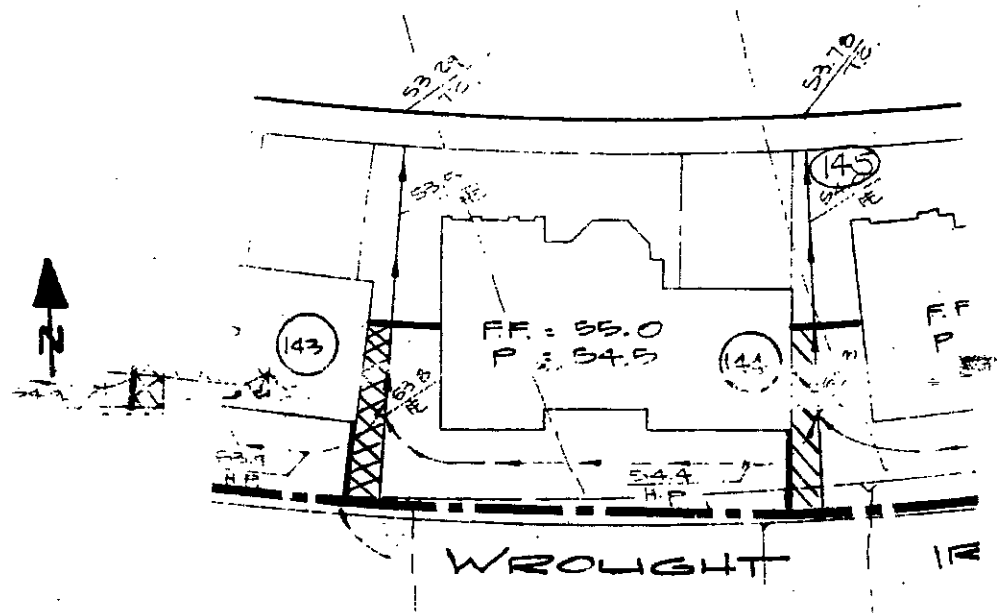
* RESTRICTIONS "FOR USE" OF EASEMENT AREAS
GIVEN AND RECEIVED ARE OUTLINED IN TEXT
OF C.C. * R'S



TRACT 13352 / LOT 144

	(Servient)	EASEMENT AREA(S) GIVEN ADJACENT LOT(S) FOR THEIR RESTRICTED USE.
	(Dominant)	EASEMENT AREA(S) RECIEVED FROM ADJACENT LOT(S) FOR LOT OWNER'S RESTRICTED USE.
		WOOD FENCE
		LOT DRAINAGE SWALE (INDICATES DIRECTION OF FLOW) 1% MIN.
		LOT LINE
H.P.		HIGH POINT
T.C.		TOP OF CURB
F.L.		FLOW LINE
F.F.		FINISH FLOOR
P.		PAD ELEVATION
		BLOCK WALL
		WROUGHT IRON FENCE
		RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS GIVEN AND RECEIVED ARE OUTLINED IN TEXT OF C.C. * R'S



TRACT 13352 / LOT 145



(Servient) EASEMENT AREA(S) GIVEN ADJACENT LOT(S) FOR THEIR RESTRICTED USE.



(Dominant) EASEMENT AREA(S) RECIEVED FROM ADJACENT LOT(S) FOR LOT OWNER'S RESTRICTED USE.



WOOD FENCE



LOT DRAINAGE SWALE (INDICATES DIRECTION OF FLOW) 1% MIN.



LOT LINE

H.P.

HIGH POINT

T.C.

TOP OF CURB

F.L.

FLOW LINE

F.F.

FINISH FLOOR

P.

PAD ELEVATION



BLOCK WALL

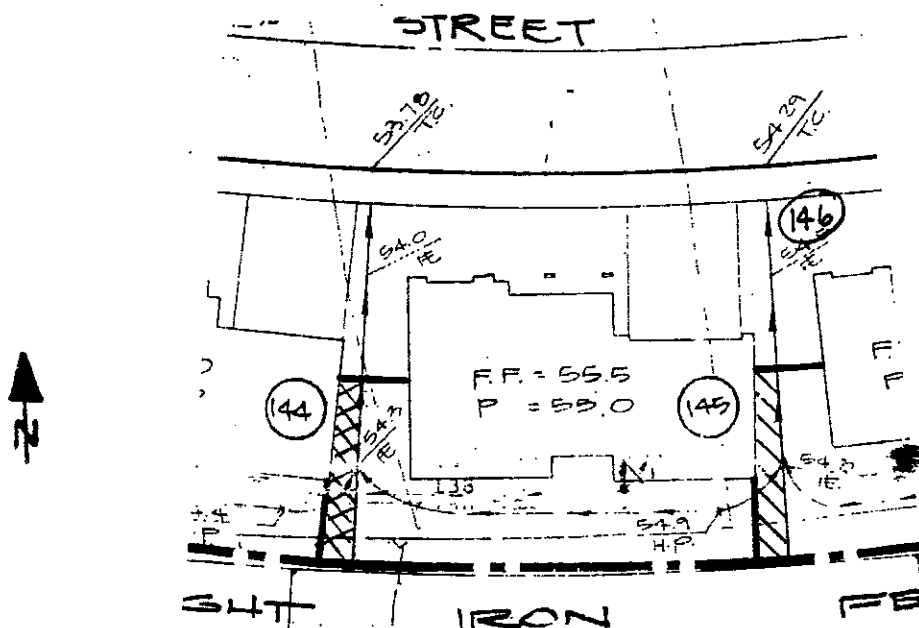


WROUGHT IRON FENCE











RETAINING WALL

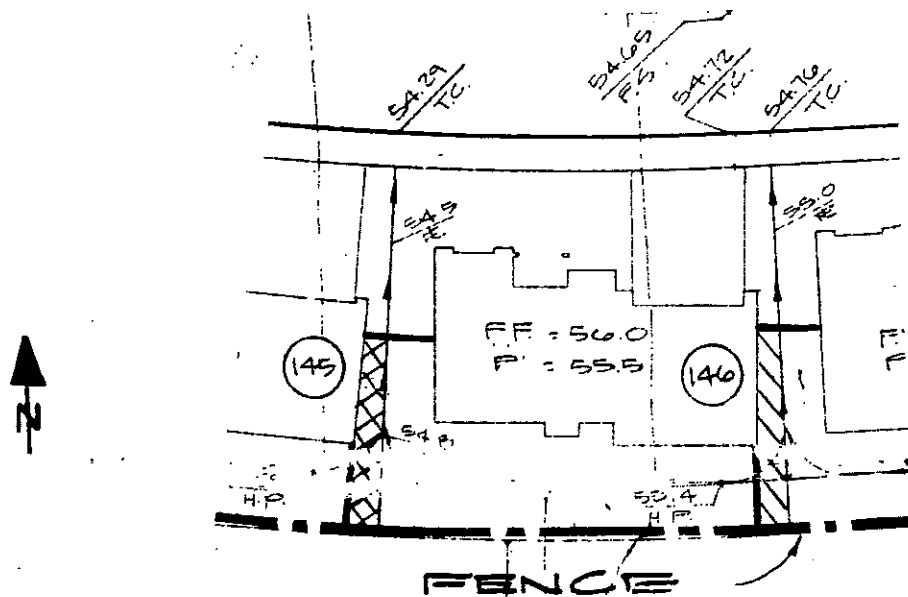
* RESTRICTIONS "FOR USE" OF EASEMENT AREAS GIVEN AND RECEIVED ARE OUTLINED IN TEXT OF C.C. * R'S



TRACT 13352 / LOT 146

• 	(Servient)	EASEMENT AREA(S) GIVEN ADJACENT LOT(S) FOR THEIR RESTRICTED USE.
• 	(Dominant)	EASEMENT AREA(S) RECIEVED FROM ADJACENT LOT(S) FOR LOT OWNER'S RESTRICTED USE.
		WOOD FENCE
		LOT DRAINAGE SWALE (INDICATES DIRECTION OF FLOW) 1% MIN.
		LOT LINE
H.P.		HIGH POINT
T.C.		TOP OF CURB
F.L.		FLOW LINE
F.F.		FINISH FLOOR
P.		PAD ELEVATION
		BLOCK WALL
		WROUGHT IRON FENCE
		RETAINING WALL

* RESTRICTIONS "FOR USE" OF EASEMENT AREAS GIVEN AND RECEIVED ARE OUTLINED IN TEXT OF C.C. * R'S



1) 80-10-10 - No MI 6% not specified
Cash rebate at close of escrow on Co. paying P&J

6 mo. ARM - BofA

5% gift O.K. Buyer must pay 5% Down

Upon 2nd TD. Interest only - or 0 interest, Balance
at end. -

Income off the app. -

2) 15 year Loan - no neg. $5\frac{7}{8}$ start rate ^{fixed at}
 $10\frac{5}{8}$ note rate ^{this rate}
 $7\frac{1}{2}\%$ ea year up

(2 dis + 1 orig)

EXHIBIT "D"

LIST OF DOMINANT TENEMENTS AND SERVIENT TENEMENTS

TRACT 13352

DOMINANT AND SERVIENT EASEMENT LISTING

LOT NUMBERS

PHASE III: 95 - 146

<u>LOT NO.</u>	<u>DOMINANT TO</u>	<u>SERVIENT TO</u>
95	94;	96
96	95;	97
97	96;	98
98	97;	99
99	98;	136
100	101;	none
101	none;	100
102	104;	103
103	102, 104;	none
104	none;	102, 103
105	none;	135
106	135, 107;	135
107	134, 108;	106, 134
108	133, 109;	107, 133
109	132;	108, 132
110	111;	none
111	131;	131, 110
112	130;	130, 113
113	112;	129
114	119;	119, 115
115	114, 118;	118, 116
116	115, 117;	117
117	116;	116, 118
118	115, 117;	115, 119
119	118, 114;	114, 120
120	119;	129, 121
121	129, 120;	128, 122
122	121, 128;	123
123	122, 127;	127, 124
124	126, 123;	126, 125
125	124;	none
126	124;	124, 127
127	126, 123;	123, 122
128	121, 129;	122
129	120;	121, 128
130	112;	112
131	111;	111
132	133, 109;	109
133	134, 108;	108, 132
134	135, 107;	107, 133
135	105, 106;	106, 134
136	99;	137
137	136;	138
138	137;	139
139	138;	140
140	139;	141
141	140;	142
142	141;	143
143	142;	144
144	143;	145
145	144;	146
146	145;	147