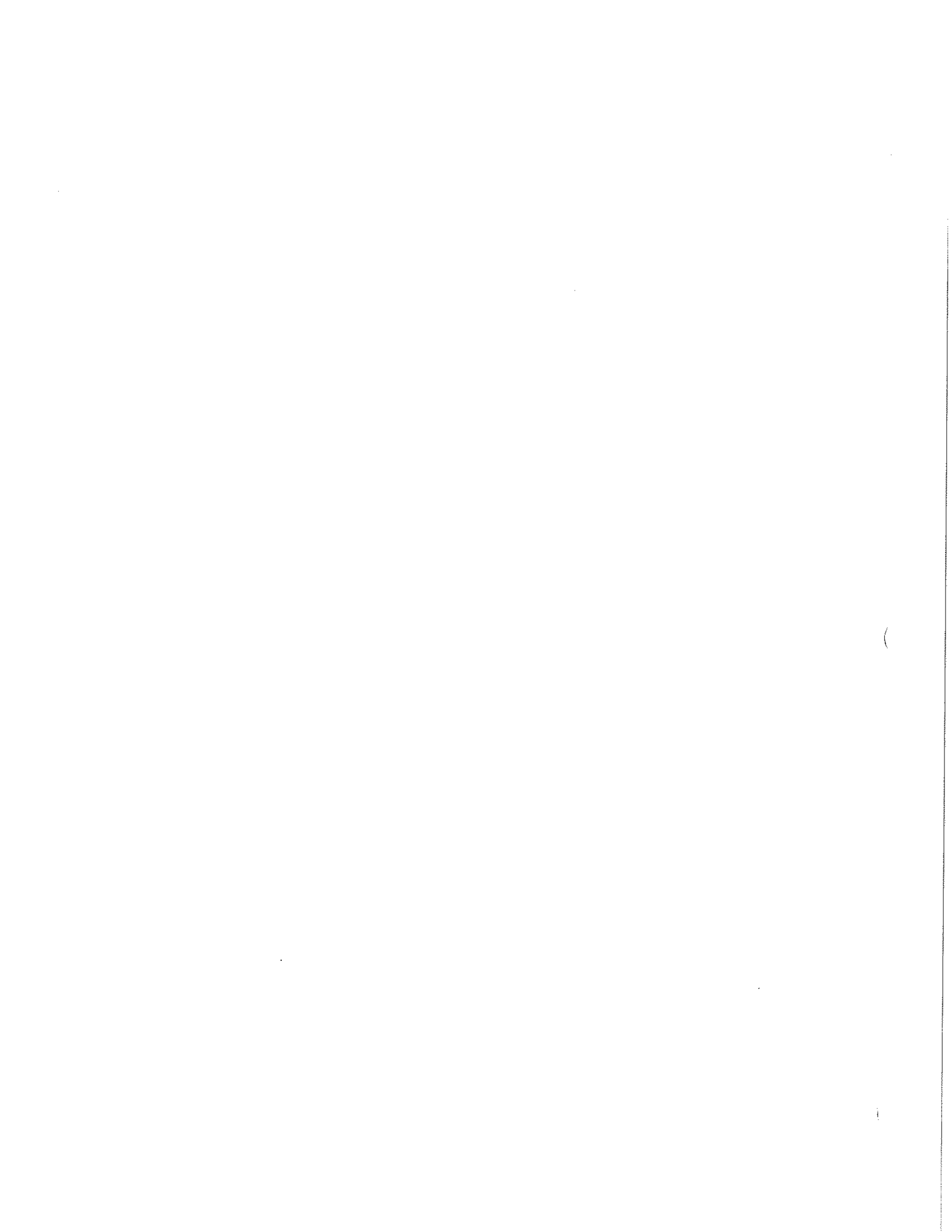


NOTICE

If this document contains any restriction based on race, color, religion, sex, familial status, marital status, disability, national origin, or ancestry, that restriction violates state and federal fair housing laws and is void. Any person holding an interest in this property may request that the county recorder remove the restrictive covenant language pursuant to subdivision (c) of Section 12956.1 of the Government Code.

The above notice is required pursuant to subdivision (b) of California Government Code Section 12956.1. The original notice is printed in 20-point, boldface, red type.



NO
2-9
Unit
Deed

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RECORDED BY
TITLE INSURANCE & TRUST CO.

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Stephens, Jones, La Fever & Smith (BGP)
800 Wilshire Boulevard
Los Angeles, California 90017

RECORDED IN OFFICIAL RECORDS
COUNTY OF ORANGE, CALIFORNIA
40 12 PM MAY 7 1976
J. WYLIE CASSELL, County Recorder

(Space Above This Line For Recorder's Use)

SUPPLEMENTARY DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

(Tract No. 7884)

THIS SUPPLEMENTARY DECLARATION, made and entered into
this 3rd day of May, 1976, by AVCO COMMUNITY
DEVELOPERS, INC., a California corporation, hereinafter called
"Declarant";

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property
in the County of Orange, State of California, more particularly
described as follows:

Lots 1 through 43, inclusive, and Lots C,
D and E of Tract No. 7884, as shown on a map
recorded in Book 371, Pages 35 to
41, inclusive, of Miscellaneous Maps,
records of Orange County, California ("Tract
No. 7884"); and

WHEREAS, Declarant will convey the said property sub-
ject to certain protective covenants, conditions, restrictions,
reservations, liens and charges as set forth in that certain
Declaration of Establishment of Protective Covenants, Conditions
and Restrictions recorded February 20, 1969 in Book 8880, page 844
of Official Records of Orange County, California, as amended and

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supplemented (the "Declaration"), and specifically pursuant to Section 2 of Article II of the Declaration relating to the annexation of additional properties.

NOW, THEREFORE, it is declared as follows:

1. Tract No. 7884 is hereby made subject to all of the terms, covenants, conditions and provisions as set forth in that certain Declaration of Establishment of Protective Covenants, Conditions and Restrictions recorded February 20, 1969 in Book 8880, page 844 of Official Records of Orange County, California, as amended and supplemented, and specifically pursuant to Section 2 of Article II of such Declaration, to all intents and purposes as though said Tract No. 7884 were a part of the original Declaration; provided, however, that notwithstanding the provisions of Article V, Section 5 of such Declaration, the annual assessments with respect to the Lots in Tract No. 7884 shall commence on the first day of the month following the conveyance of the first Lot in said tract.

2. Lots C, D and E of Tract No. 7884 are hereby declared to be devoted to the common use and enjoyment of the Owners of The Properties.

3. Prior to the conveyance of the first Lot in Tract No. 7884, Declarant will convey to the Association fee simple title to Lots C, D and E of Tract No. 7884, free and clear of all liens and encumbrances, except current real property taxes, which taxes shall be prorated to the date of transfer, and reservations, easements, covenants, conditions and restrictions then of record, including those set forth herein and in the Declaration. The Association shall maintain or cause to be maintained all slope areas and every part thereof, located within Lots C, D and E of Tract No. 7884, including any drainage devices constructed therein by

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Declarant, in a neat, orderly and safe condition and in such a manner as to enhance their appearance, maintain established slope ratios, prevent erosion and sliding problems, and facilitate the orderly discharge of water through drainage systems established by Declarant.

4. No building, structure or improvement shall be constructed, erected, altered, placed or permitted to remain on any of the Lots within Tract No. 7884, other than a one-family dwelling designed for occupancy by not more than one family together with such outbuildings as may be permitted by the Declaration.

5. No on-site regenerative water softeners shall be installed within the boundaries of Tract No. 7884.

6. The covenants, conditions and restrictions of this Supplementary Declaration may be amended only in accordance with Section 2 of Article X of the Declaration. Any amendment must be properly recorded.

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

AVCO COMMUNITY DEVELOPERS, INC.

By David F. Ste...

Its Vice-President

By Stephen M. Spurgeon

Its Asst. Sec.

"Declarant"

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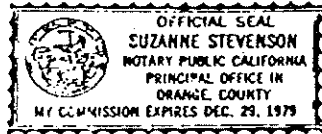
81173061167

STATE OF CALIFORNIA)
) SS.
COUNTY OF ORANGE)

On this 3rd day of May, 1976, before me, a Notary Public in and for said State, personally appeared David F. Stein, known to me to be the Vice-President, and Glynn M. Spurgeon, known to be the Asst. Secretary of AVCO COMMUNITY DEVELOPERS, INC., the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of said corporation, 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 *Suzanne Stevenson*
Suzanne Stevenson
Name (Typed or Printed)



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COMPARE

BK 11730961168

The undersigned, United California Bank,
 beneficiary under that certain deed of trust recorded
 March 8 1973, ~~1972~~, in Book 10585, Page 497,
 Official Records, Orange County, California, hereby consents to
 the within Supplementary Declaration of Covenants, Conditions and
 Restrictions (Tract No. 7884) and hereby subordinates the lien
 of said deed of trust to the provisions contained herein.

UNITED CALIFORNIA BANK
 A California corporation

By H. L. Bamesberger
 H. L. Bamesberger
 Its Vice President

By R. R. Schroll
 R. R. Schroll
 Its Assistant Vice President

STATE OF CALIFORNIA)
) ss.
 COUNTY OF Los Angeles)

On this 4th day of May, 1976, before
 me, the undersigned, a Notary Public in and for said State, per-
 sonally appeared H. L. Bamesberger, known to me to be
 the Vice President, and R. R. Schroll,
 known to me to be the Assistant Vice President of the corporation
 that executed the within instrument, known to me to be the per-
 sons who executed the within instrument on behalf of the corpo-
 ration therein named, and acknowledged to me that such corpo-
 ration executed the within instrument pursuant to its by-laws
 or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature Julie O. Dmytriw
 Julie O. Dmytriw
 Name (Typed or Printed)



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COMPARE

BK 1173061169

The undersigned, United California Bank,
 beneficiary under that certain deed of trust recorded
February 13, 1976, in Book 11646, Page 776,
 Official Records, Orange County, California, hereby consents to
 the within Supplementary Declaration of Covenants, Conditions and
 Restrictions (Tract No. 7884) and hereby subordinates the lien
 of said deed of trust to the provisions contained herein.

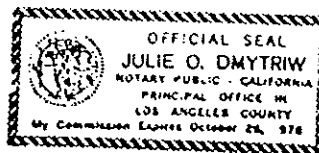
UNITED CALIFORNIA BANK
 A California corporation
 By [Signature]
 H. L. Bamesberger
 Its Vice President
 By [Signature]
 R. R. Schroll
 Its Assistant Vice President

STATE OF CALIFORNIA)
) ss.
 COUNTY OF Los Angeles)

On this 4th day of May, 1976, before
 me, the undersigned, a Notary Public in and for said State, per-
 sonally appeared H. L. Bamesberger, known to me to be
 the Vice President, and R. R. Schroll,
 known to me to be the Assistant Vice President of the corporation
 that executed the within instrument, known to me to be the per-
 sons who executed the within instrument on behalf of the corpo-
 ration therein named, and acknowledged to me that such corpo-
 ration executed the within instrument pursuant to its by-laws
 or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature [Signature]
 Julie O. Dmytriw
 Name (Typed or Printed)



MAY 7 1976

LOCATOR

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A.P. LOG

COMPARE

RECORDED AT REQUEST OF
TITLE INSURANCE & TRUST
IN OFFICIAL RECORDS OF
ORANGE COUNTY, CALIF.
3:55 PM FEB 20 1969
A. WILKIE CARLYLE, County Recorder

12592 BOOK 8680 PAGE 844

1 DECLARATION OF ESTABLISHMENT OF PROTECTIVE
2 COVENANTS, CONDITIONS AND RESTRICTIONS:

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3
4 THIS DECLARATION, made this 20th day of February, 1969,
5 by LAGUNA NIGUEL CORPORATION, a California corporation, hereinafter
6 called "Declarant;"

7 W I T N E S S E T H:

8
9 WHEREAS, Declarant is the owner of a certain tract of
10 land in the County of Orange, State of California, more particularly
11 described as follows:

12 Lots 1 through 111, inclusive, of Tract
13 No. 6472, as shown on a map recorded in Book
14 246, pages 30 to 33, inclusive, of Miscellaneous
 Maps, records of Orange County, California;
 and

15 WHEREAS, Declarant desires to create on said land, and
16 such additions thereto as may be made pursuant to Article II hereof,
17 a residential community with private social and recreational areas
18 for the benefit of the community; and

19 WHEREAS, Declarant is about to convey said hereinabove
20 described property or portions thereof subject to certain protective
21 covenants, conditions, restrictions, reservations, liens and charges
22 as hereinafter set forth;

23 NOW, THEREFORE, Declarant hereby certifies and declares
24 that it has and does hereby establish a General Plan for the pro-
25 tection, maintenance, improvements and development of said property,
26 including such additions thereto as may be made hereafter pursuant
27 to Article II hereof, and has fixed and does hereby fix the coven-
28 ants, conditions, restrictions, reservations, liens and charges
29 upon and subject to which all lots, parcels and portions of said
30 property shall be held, used, leased, sold and conveyed, and each
31 and all of which is and are for the benefit of said property and
32 each portion thereof and each present and each future owner of

1 land therein and Declarant herein, and shall inure to and pass with
2 said property and each and every parcel of land therein and shall
3 apply to and bind the respective successors in interest in said
4 land of the present owners thereof, and are, and each thereof is,
5 imposed upon said land in favor of said property and each and every
6 parcel of land therein, as follows, to wit:

7
8 **ARTICLE I**
9 **DEFINITIONS**

10 Section 1. "Association" shall mean and refer to CROWN
11 VALLEY HIGHLANDS COMMUNITY ASSOCIATION, a California nonprofit cor-
12 poration, its successors and assigns.

13 Section 2. "The Properties" shall mean and refer to the
14 Original Property (defined hereinafter in Article II) together with
15 such additions thereto as may become subject to this Declaration or
16 any Supplemental Declaration pursuant to the provisions of Article
17 II hereof.

18 Section 3. "Common Areas" shall mean and refer to Lots
19 109, 110, and 111 of the Original Property and the walkway easements
20 shown on the recorded subdivision map of said Original Property,
21 and following the addition of property pursuant to Article II here-
22 of, to the lots and easements within the added property to be de-
23 voted to the common use and enjoyment of the owners of The Pro-
24 perties.

25 Section 4. "Lot" shall mean and refer to any numbered
26 plot of land shown upon any recorded subdivision map of The Pro-
27 perties or portions thereof with the exception of Common Areas as
28 hereinabove defined.

29 Section 5. "Owner" shall mean and refer to the record
30 owner, whether one or more persons or entities, of the fee simple
31 title to any Lot situated upon The Properties, but shall not mean
32 or refer to those having such interest merely as security for the

1 performance of an obligation.

2 Section 6. "Member" shall mean and refer to all those
3 Owners who are members of the Association as provided in Article
4 III, Section 1, hereof.

5
6 ARTICLE II

7 PROPERTY SUBJECT TO THIS
8 DECLARATION AND ADDITIONS
 THERETO

9 Section 1. Original Property. The real property which
10 is, and shall be, held, used, leased, sold and conveyed subject to
11 this Declaration is Tract No. 6472 as more particularly described
12 hereinabove, and shall be referred to hereinafter as the "Original
13 Property."

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

17 (a) Additions by Declarant. If Declarant, its successors
18 or assigns, shall develop additional lands within the area described
19 in Exhibit "A", attached hereto and incorporated herein by this
20 reference, Declarant shall have the right to annex such additional
21 lands to the Original Property and to bring such lands within the
22 scheme of this Declaration without the approval of the Board of
23 Directors or the members of the Association; provided that said
24 right of the Declarant shall terminate on the happening of any of
25 the following events, whichever occurs earlier:

26 (1) on the expiration of a three (3) year period
27 from the date of issuance by the Division of Real
28 Estate of the State of California of a Final Sub-
29 division Public Report with respect to any portion
30 of the property described in Exhibit "A" without
31 the filing of a notice of intention and question-
32 naire with respect to any other portion of such

1 property as required by Sections 11010 and 11011 of
2 the California Business and Professions Code; or
3 (11) on December 31, 1978.

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

10 Upon obtaining the requisite approval, the owner of any
11 property who desires to annex it to the Original Property and add
12 it to the scheme of this Declaration and to subject it to the juris-
13 diction of the Association, shall file of record a Supplementary
14 Declaration of Covenants, Conditions and Restrictions, as more
15 particularly described in Subsection (c) hereinbelow.

16 (c) Supplementary Declaration. The additions authorized
17 under Subsections (a) and (b) of this Section 2 of Article II,
18 shall be made by filing of record a Supplementary Declaration of
19 Covenants, Conditions and Restrictions with respect to the addi-
20 tional property which shall and will extend the scheme of the
21 covenants, conditions and restrictions of this Declaration to such
22 property and subject it to the jurisdiction of the Association and
23 this Declaration.

24 Such Supplementary Declaration may contain such com-
25plementary additions and modifications of the covenants and re-
26strictions contained in this Declaration as may be necessary to
27reflect the different character, if any, of the added properties
28and as are not inconsistent with the scheme of this Declaration.
29In no event, however, shall such Supplementary Declaration revoke,
30modify or add to the covenants and restrictions established by
31this Declaration within the Original Property.

32 (d) Mergers and Consolidations. Upon a merger or con-

1 solidation of the Association with another association as pro-
2 vided in the Articles of Incorporation of the Association, its
3 properties, rights and obligations may be transferred to the sur-
4 viving or consolidated association or, alternatively, the pro-
5 perties, rights and obligations of another association may be
6 added to the properties, rights and obligations of the Association
7 as a surviving corporation pursuant to a merger. The surviving
8 or consolidated association may administer the covenants, con-
9 ditions and restrictions established by this Declaration within
10 The Properties, together with the covenants, conditions and re-
11 strictions established upon any other properties, as one scheme.

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ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is
a record owner of a fee or undivided fee interest in any Lot which
is subject by covenants of record to assessment by the Association
shall be a Member of the Association; provided that any such per-
son or entity who holds such interest merely as a security for
the performance of an obligation shall not be a Member. An Owner
shall not have more than one membership. Membership shall be
appurtenant to and may not be separated from ownership of any Lot
which is subject to assessment, and ownership of such Lot shall
be the sole qualification for membership.

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

Class A. Class A Members shall be
all those Owners as defined in Section 1
of this Article III with the exception of
the Declarant. Class A Members shall be
entitled to one vote for each Lot in which
they hold the interests required for mem-
bership by Section 1.

When more than one person holds such
interest or interests in any Lot all such

1 persons shall be Members, and the vote for
 2 such Lot shall be exercised as they among
 3 themselves determine, but in no event shall
 4 more than one vote be cast with respect to
 5 any such Lot. Such persons shall designate
 6 to the Association in writing from time to
 7 time one of their number who shall have the
 8 power to exercise their vote.

9 Class B. The Class B Member shall
 10 be the Declarant. The Class B Member shall
 11 be entitled to three votes for each Lot in
 12 which it holds the interest required for
 13 membership by Section 1; provided that the
 14 Class B membership shall cease and become
 15 converted to Class A membership on the
 16 happening of any of the following events,
 17 whichever occurs earliest:

- 18 (a) when the total votes outstanding
 19 in the Class A membership equal
 20 the total votes outstanding in
 21 the Class B membership;
- 22 (b) on the expiration of a three (3)
 23 year period from the date of issuance
 24 by the Division of Real Estate of
 25 the State of California of a Final
 26 Subdivision Public Report with res-
 27 spect to any portion of the property
 28 described in Exhibit "A" without
 29 the further issuance of a later
 30 such Report with respect to any
 31 other portion of such property
 32 annexed pursuant to Article II,
 Section 2 hereof; or
- (c) on December 31, 1978.

From and after the happening of these
 events, whichever occurs earlier, the Class
 B Member shall be deemed to be a Class A
 Member entitled to one vote for each Lot in
 which it holds the interests required for
 membership under Section 1.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Easements of Enjoyment. Subject to
 the provisions of Section 3, every Member shall have a right and
 easement of enjoyment in and to the Common Areas and such easement
 shall be appurtenant to and shall pass with the title to every Lot.

Section 2. Title to Common Properties. Prior to the

1 conveyance of the first Lot, Declarant shall convey to the Associ-
2 ation fee simple title to the Common Areas included within the
3 Original Property, free and clear of all liens and encumbrances.

4 Section 3. Extent of Members' Easements. The rights
5 and easements of enjoyment created hereby shall be subject to
6 the following:

7 (a) the right of the Association, in accordance with
8 its Articles of Incorporation and By-Laws, to borrow money
9 for the purpose of improving the Common Areas and facilities
10 thereon and in aid thereof to mortgage or deed in trust said
11 Areas; provided, however, that the rights of the mortgagee
12 or beneficiary shall be subordinate to the rights of the
13 Members; and

14 (b) the right of the Association to take such steps as
15 are reasonably necessary to protect the Common Areas against
16 foreclosure; and

17 (c) the right of the Association, as provided in its
18 By-Laws, to suspend the voting and enjoyment rights of any
19 Member for any period during which any assessment remains
20 unpaid, and for any period not to exceed thirty (30) days
21 for any infraction of its published rules and regulations;
22 and

23 (d) the right of the Association to dedicate or
24 transfer all or any part of the Common Areas to any public
25 agency, authority, or utility for such purposes and sub-
26 ject to such conditions as may be agreed to by the Members;
27 provided that no such dedication or transfer shall be effective
28 unless approved by the vote or written consent of Members
29 entitled to exercise not less than two-thirds (2/3) of
30 the voting power of the membership and an instrument in
31 writing is signed by the Secretary of the Association
32 certifying that such dedication or transfer has been ap-

1 proved by the required vote; and

2 (e) the right of the Association to limit the number
3 of guests of Members; and

4 (f) the right of the Association to charge reasonable
5 admission and other fees for the use of any recreational
6 facility situated upon the Common Areas.

7
8 ARTICLE V

9 COVENANT FOR ASSESSMENTS

10 Section 1. Creation of the Lien and Personal Obligation
11 of Assessments. The Declarant for each Lot owned by it within The
12 Properties hereby covenants, and each Owner of any Lot by accept-
13 ance of a deed therefor, whether or not it shall be so expressed
14 in any such deed or other conveyance, shall be deemed to covenant
15 and agree to pay to the Association: (1) annual assessments or
16 charges, and (2) special assessments for capital improvements, such
17 assessments to be fixed, established, and collected from time to
18 time as hereinafter provided. The annual and special assessments,
19 together with such interest and costs of collection, as provided
20 hereinbelow, shall be a charge on the land and shall be a continuing
21 lien upon the property against which each such assessment is made.
22 Each such assessment, together with such interest and costs, shall
23 also be the personal obligation of the person who was the Owner of
24 such property at the time when the assessment or portion thereof fell
25 due and shall bind his heirs, devisees, personal representatives,
26 successors and assigns. The lien shall become effective when the
27 Association causes to be recorded with the County Recorder of the
28 County of Orange a notice of assessment, executed by a duly author-
29 ized representative of the Association, stating the amount claimed,
30 a description of the property being assessed, and the name of the
31 record Owner thereof. At any time after the expiration of thirty
32 (30) days from the date on which an assessment or portion thereof

1 becomes delinquent, the Association may cause the notice of assess-
2 ment to be recorded.

3 Section 2. Purpose of Assessments. The assessments levied
4 by the Association shall be collected, accumulated, and used ex-
5 clusively for the purpose of providing for and promoting the plea-
6 sure, recreation, health, safety and social welfare of the Members
7 of the Association, including the improvement and maintenance of the
8 Common Areas and facilities thereon devoted to this purpose.

9 Section 3. Basis and Maximum Annual Assessments.

10 (a) Except as otherwise provided hereinbelow, from the
11 date of commencement of annual assessments to and including
12 December 31, 1978, the maximum annual assessment shall be One
13 Hundred Eighty Dollars (\$180.00) per Lot.

14 (b) From and after the date of commencement of
15 annual assessments, the maximum annual assessment shall
16 be increased effective January 1 of each year, auto-
17 matically and without a vote of the membership, in con-
18 formance with the rise, if any, of the Consumer Price
19 Index for the Los Angeles - Long Beach area (published
20 by the Department of Labor, Washington D.C.) for the
21 preceding month of July.

22 (c) From and after December 31, 1978, the maxi-
23 mum annual assessment may be further increased (above
24 that automatically established by the Consumer Price Index
25 formula) by the vote or written consent of the Members for
26 the next succeeding three years and, at the end of each
27 such period of three years, and for each succeeding period
28 of three years; provided that any such change shall re-
29 quire the approval by vote or written consent of Members
30 entitled to exercise not less than two-thirds (2/3) of
31 the voting power of the membership.

32 The limitations hereof shall not apply to any

1 change in the maximum and basis of the assessments under-
2 taken as an incident to a merger or consolidation in which
3 the Association is authorized to participate under its
4 Articles of Incorporation.

5 (d) After consideration of current maintenance costs
6 and future needs of the Association, the Board of Directors
7 may fix the actual assessment for any year at an amount
8 less than the maximum permissible.

9 (e) Without exception, each Lot owned by Declarant
10 shall be subject to assessment to the same extent and
11 in the same manner as any other Lot sold to and owned
12 by any individual Owner.

13 (f) Nothing herein shall prohibit any voluntary
14 subscription, pledge or contribution to the Association.

15 Section 4. Special Assessments for Capital Improvements.

16 In addition to the annual assessments authorized by Section 3 here-
17 of, the Association may levy for any assessment year a special
18 assessment, applicable to that year only, for the purpose of de-
19 fraying, in whole or in part, the cost of any construction or re-
20 construction, unexpected repair or replacement of a described
21 capital improvement upon the Common Areas, including the necessary
22 fixtures and personal property related thereto; provided that any
23 such assessment shall have the approval by vote or written consent
24 of Members entitled to exercise not less than two-thirds (2/3) of
25 the voting power of each class of membership.

26 Section 5. Date of Commencement of Annual Assessments:

27 Due Dates. The annual assessments provided for herein shall com-
28 mence on the first day of the month following the conveyance of the
29 Common Areas. Annual assessments shall be levied on a calendar
30 year basis and shall be due and payable quarterly in advance on
31 December 31, March 31, June 30 and September 30, or in such other
32 manner as the Board of Directors may from time to time establish.

1 The annual assessment for the balance of the calendar
2 year remaining in the first year of assessment shall be, and it here-
3 by is, levied and fixed at the maximum annual assessment rate of One
4 Hundred Eighty Dollars (\$180.00) per Lot and shall be in an amount
5 which bears the same relationship to said maximum assessment as the
6 remaining number of months in that year bear to twelve. The first
7 annual assessment shall be due and payable in four equal installments
8 in advance on the following dates: the date of commencement of annual
9 assessments, March 31, 1969, June 30, 1969, and September 30, 1969.
10 The same proration in the amount of assessment shall apply to the
11 first assessment levied against any property which is added here-
12 after to the Original Property at a time other than the beginning of
13 any calendar year assessment period.

14 The due date of any special assessment under Section 4
15 hereof shall be fixed in the resolution authorizing such assessment.

16 Section 6. Duties of the Board of Directors. The Board
17 of Directors of the Association shall fix the amount of the assess-
18 ment against each Lot for each annual assessment period at least
19 thirty (30) days in advance of such period and shall, at that time,
20 prepare a roster of The Properties and assessments applicable there-
21 to which shall be kept in the office of the Association and shall be
22 open to inspection by any Owner during normal business hours.

23 Written notice of the annual assessment shall be sent to
24 every Owner subject thereto at least fifteen (15) days in advance of
25 each annual assessment period.

26 Upon demand, the Association shall furnish to any Owner
27 liable for said assessment a certificate in writing signed by an
28 officer of the Association setting forth whether said assessment or
29 any portion thereof has been paid. Such certificate shall be con-
30 clusive evidence of payment of any assessment or portion thereof
31 therein stated to have been paid.

32

1 Section 7. Effect of Non-Payment of Assessment: Remedies
2 of Association. If any assessment or portion thereof is not paid on
3 the date when due (being the dates specified in Section 5 hereof),
4 then such assessment or portion thereof shall become delinquent and
5 shall, together with interest and costs of collection as provided
6 hereinbelow, thereupon become a continuing lien on the property as
7 more particularly described in Section 1 hereinabove.

8 If the assessment or portion thereof is not paid within
9 thirty (30) days after the delinquency date, it shall bear interest
10 from the date of delinquency at the rate of seven per cent (7%) per
11 annum, and, in addition to all other legal and equitable rights or
12 remedies, the Association may bring an action at law against the
13 Owner or Owners personally obligated to pay the same or foreclose
14 the lien against the property, and there shall be added to the
15 amount of such assessment or portion thereof and interest thereon
16 all costs and expenses, including reasonable attorneys' fees, in-
17 curred by the Association in collecting the delinquent assessment.
18 In the event the Association elects to foreclose the lien against
19 the property, it may do so in accordance with the provisions of
20 law then applicable to the exercise of powers of sale in mortgages
21 or deeds of trust, such a power of sale being given hereby to the
22 Association.

23 No Owner may waive or otherwise escape liability for the
24 assessments provided for herein by nonuse of the Common Areas or
25 abandonment of his Lot.

26 Section 8. Temporary Payment of Deficits by Declarant.
27 If prior to December 31, 1978, for any calendar year the Association
28 shall incur an "operating deficit", as said term is defined here-
29 inbelow, Declarant shall pay to the Association the amount of such
30 deficit within thirty (30) days after receipt by Declarant of a
31 written notice of deficit executed by a duly authorized officer or
32 director of the Association. The notice of deficit shall state in

1 detail the manner in which the deficit was computed. Declarant shall
2 have the right, at its own cost and expense, to audit, or cause to be
3 audited, the books and records of the Association to verify said com-
4 putation.

5 An "operating deficit" shall be deemed to exist when the
6 actual cost to the Association of normal maintenance of the Common
7 Areas for any calendar year exceeds the maximum total annual assess-
8 ments receivable, and other revenues collected, if any, by the
9 Association during that calendar year.

10 Declarant's obligation under this Section 8 shall cease
11 and terminate upon the happening of any of the following events,
12 whichever occurs earlier:

13 (a) When the maximum annual assessments receivable
14 by the Association for one calendar year exceeds the
15 actual cost to the Association of normal maintenance
16 of the Common Areas for that calendar year.

17 (b) On December 31, 1978.

18 Section 9. Subordination of the Lien to Mortgages. The
19 lien of the assessments provided for herein shall be subordinate
20 to the lien of any deed of trust or mortgage now or hereafter
21 placed upon The Properties subject to assessment; provided, however,
22 that such subordination shall apply only to the assessments which
23 have become due and payable prior to a sale or transfer of such
24 property pursuant to a decree of foreclosure, or any other pro-
25 ceeding in lieu of foreclosure. Such sale or transfer shall not
26 relieve such property from liability for any assessments thereafter
27 becoming due, nor from the lien of any such subsequent assessment.

28 Section 10. Exempt Property. The following property sub-
29 ject to this Declaration shall be exempted from the assessments,
30 charge and lien created herein: (a) all properties dedicated to
31 and accepted by a local public authority; (b) all Common Areas;
32 (c) all properties exempted from taxation by the laws of the State

1 of California, upon the terms and to the extent of such legal
2 exemption.

3 Notwithstanding any provision herein, no land or im-
4 provements devoted to dwelling use shall be exempt from said assess-
5 ments, charges or liens.

6
7 ARTICLE VI

8 ARCHITECTURAL CONTROL COMMITTEE

9 No exterior additions or alterations to any building
10 situated upon The Properties nor changes in, or additions of, trees,
11 fences, hedges, walls, shrubs over three (3) feet in height, or
12 other structures shall be commenced, erected or maintained until
13 the plans and specifications showing the nature, color, kind, shape,
14 height, materials and location of the same shall have been submitted
15 to and approved in writing as to harmony of external design, color,
16 and location in relation to surrounding structures and topography
17 by an architectural committee appointed by Declarant. Said archi-
18 tectural committee shall remain in office until the happening of
19 any of the following events, whichever occurs earliest:

20 (a) When ninety per cent (90%) or more of the Lots
21 of The Properties have been sold;

22 (b) On the expiration of a three (3) year period
23 from the date of issuance by the Division of Real Estate
24 of the State of California of a Final Subdivision Public
25 Report with respect to any portion of the property
26 described in Exhibit "A" without the filing of a notice
27 of intention and questionnaire with respect to any other
28 portion of such property as required by Sections 11010
29 and 11011 of the California Business and Professions
30 Code; or

31 (c) On December 31, 1978.

32 From and after the happening of these events, whichever

1 occurs earliest, the architectural committee shall be composed
2 of the Board of Directors of the Association or by three (3) or
3 more representatives appointed by the Board.

4 In the event the architectural committee, or its design-
5 nated representatives, fails to approve or disapprove such plans
6 and specifications within thirty (30) days after the submission of
7 same to it, approval will not be required and this Article will be
8 deemed to have been fully complied with.

9
10 ARTICLE VII

11 EASEMENTS

12 Section 1. Each Lot within The Properties is hereby de-
13 clared to have an easement over all adjoining parcels for the pur-
14 pose of accomodating any minor encroachment due to original engineer-
15 ing or surveying errors, errors in original construction, or settle-
16 ment or shifting of a building or other structure, and for the pur-
17 pose of maintaining such encroachment.

18 Section 2. There is hereby reserved to the Association
19 such easements as are necessary to perform the duties of the Associ-
20 ation.

21 - ARTICLE VIII

22 MISCELLANEOUS MAINTENANCE

23 Section 1. Repair and Maintenance. The cost of repair
24 and maintenance of those items which are connected or attached to
25 or touch both adjacent but non-adjoining structural walls of homes
26 situated upon adjoining Lots, and built as part of the original con-
27 struction thereof, (including sheet metal flashing, footings and
28 grout) and the air space between such walls, shall be borne equally
29 by the adjoining Lot Owners.

30 Section 2. Destruction by Fire or Other Casualty. If
31 any of the items described in Section 1 are destroyed or damaged
32

1 by fire or other casualty, the cost of restoration thereof shall
2 be borne equally by the adjoining Lot Owners, without prejudice,
3 however, to the right of any Owner to call for a larger contri-
4 bution from the other Owner under any rule of law regarding lia-
5 bility for negligent or wilful acts or omissions.

6 Section 3. Right to Contribution Runs with Land. The
7 right of any Owner to contribution from any other Owner under this
8 Article shall be appurtenant to the land and shall pass to such
9 Owner's successors in title.

10 Section 4. Arbitration. In the event of any dispute
11 arising concerning the items and air space described in Section 1
12 or under the provisions of this Article, each party shall choose
13 one arbitrator, and such arbitrators shall choose one additional
14 arbitrator, and the decision of a majority of all the arbitrators
15 shall be final and conclusive of the question involved.

16 ARTICLE IX

17 GENERAL RESTRICTIONS

18
19 Section 1. No building, structure or improvement shall
20 be constructed, erected, altered, placed or permitted to remain on
21 any of the Lots within the Original Property, other than a one-
22 family dwelling designed for occupation by not more than one family
23 together with outbuildings hereinafter permitted.

24 Section 2. Neither The Properties, nor any portion
25 thereof, shall be used for any purpose tending to injure the re-
26 putation thereof, or to disturb the neighborhood or occupants of
27 adjoining property, or to constitute a nuisance, or in violation
28 of any public law, ordinance, or regulation in anywise applicable
29 thereto.

30 Section 3. The Common Areas shall be used for park, re-
31 creational, social and other purposes directly related to the uses
32 authorized under this Declaration and such Supplemental Declarations

1 as may be filed pursuant to the provisions of Article II hereof.

2 Section 4. No projections of any type shall be placed
3 or permitted to remain above the roof of any residential building
4 with the exception of one or more chimneys and one or more vent
5 stacks. No outside television or radio pole or antenna shall be
6 constructed, erected or maintained on any building or on any Lot
7 or connected in such manner as to be visible from the outside of
8 any such building.

9 Section 5. Outbuildings or garages erected and main-
10 tained upon any Lot shall conform generally in architectural de-
11 sign and exterior material to the finish of the dwelling house to
12 which they are appurtenant and may be, but need not be, attached
13 to said dwellings. When not in use, garage doors shall be closed.

14 Section 6. No shed, tent or temporary building shall be
15 erected, maintained or used on any Lot; provided, however, that
16 temporary buildings for use and used only for purposes incidental
17 to the initial construction of improvements and dwellings on any
18 portion of The Properties may be constructed and maintained pro-
19 vided that said temporary buildings shall be promptly removed upon
20 the completion of such construction work. No boat, truck or trailer
21 shall be stored or parked on the Lots unless the same shall be
22 kept in an enclosed area and reasonably out of the view of any
23 adjacent Lot or street.

24 Section 7. No privy shall be erected, maintained or
25 used upon any portion of a Lot, but a temporary privy may be per-
26 mitted during the course of construction of a building. Any lava-
27 tory, toilet or water closet which shall be erected, maintained or
28 used upon any portion of a Lot shall be enclosed and located
29 within a building permitted under this Declaration to be erected on
30 the Lot, shall be properly connected with the sewer system and
31 shall be so constructed and operated that no offensive odor shall
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11 IX

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arise or otherwise escape therefrom.

Section 8. Except for a sign of customary and reasonable dimensions advertising the property for sale, no sign or other advertising device of any character shall be erected, maintained, or displayed upon any part of a Lot; provided, however, that Declarant may erect and maintain on The Properties such signs and other advertising devices or structures, including model homes, as it may deem necessary or proper in connection with the conduct of its operations for the development, improvement, and subdivision of said property. So long as it is an Owner of at least twenty-five per cent (25%) of the Lots, Declarant or its agents may summarily remove and destroy all unauthorized signs.

Section 9. No animals, fowl, reptiles or poultry shall be kept on The Properties, except that domestic dogs, cats, birds and fish may be kept as household pets upon said property provided that they are not kept, bred or raised thereon for commercial purposes or in unreasonable quantities.

Section 10. No weeds, rubbish, debris, objects or materials of any kind shall be placed or permitted to accumulate upon any portion of The Properties which render such portion unsanitary, unsightly, offensive or detrimental to any property in the vicinity thereof or to the occupants of any such property in such vicinity. In the event of the default in the performance of this provision, and if such default shall not have been cured within five (5) days after written notice thereof, Declarant, so long as it is an Owner of at least twenty-five per cent (25%) of the Lots, or the Association shall have the right to enter upon said property and remove all weeds, rubbish, debris, objects or materials and do all things necessary to place said property in a neat and orderly condition and any expenses therefor shall become due and payable from the Owner of said property to Declarant or the Association, as the case may be, within five (5) days after written demand therefor.

1 Section 11. No plants or seeds infected with noxious
2 insects or plant diseases shall be brought upon, grown, or main-
3 tained upon any part of The Properties. In the event of the default
4 in the performance of this provision, and if such default shall
5 not have been cured within five (5) days after written notice there-
6 of, Declarant, so long as it is an Owner of at least twenty-five
7 per cent (25%) of the Lots, or the Association shall have the right
8 to enter upon any portion of The Properties and, at the expense
9 of the Owner of said property, remove infected or diseased plants
10 and/or spray the same and/or take such measures as may be necessary
11 in the opinion of the Declarant or the Association to protect the
12 same and/or the community from the spread of such infection.

13 Section 12. All service yards or service areas and
14 clothesline areas on any Lot on The Properties shall be enclosed
15 or fenced in such a manner that such yards or areas will be ob-
16 structed from view from any adjacent Lot or street.

17 Section 13. No noxious or offensive trade or activity
18 shall be carried on upon any portion of The Properties, nor shall
19 anything be done or maintained thereon which may be or become an
20 annoyance or nuisance to the neighborhood.

21 Section 14. All buildings and other structures upon
22 The Properties and each portion thereof shall at all times be main-
23 tained in good condition and repair and well and properly painted.

24 Section 15. All landscaping and slope areas shall be
25 maintained continuously by the Owner thereof in a manner to enhance
26 its appearance. Except as authorized and approved by the Archi-
27 tectural Control Committee, no structure, planting or other material
28 shall be placed or permitted to remain, or other activities under-
29 taken, which might damage or interfere with established slope ratios,
30 create erosion or sliding problems, or interfere with established
31 drainage functions or facilities.

32 Section 16. During reasonable hours and after reasonable

1 notice, any agent of Declarant, so long as it is an Owner of at
2 least twenty-five per cent (25%) of the Lots, or the Association
3 shall have the right to enter upon and inspect The Properties or
4 any portion thereof and the improvements thereon for the purpose
5 of ascertaining whether or not the provisions of this Declaration
6 are being complied with and shall not be deemed guilty of trespass
7 by reasons thereof.

8 Section 17. Each Member shall be liable to the Associ-
9 ation for any damage to the Common Areas or to any of the equipment
10 or improvements thereon which may be sustained by reason of the
11 negligence or wilful misconduct of said Member or of his family
12 members, relatives, guests or invitees, both minor and adult, to
13 the extent that any such damage shall not be covered by insurance.

14 ARTICLE X

15 GENERAL PROVISIONS

16 Section 1. Duration. The covenants, conditions and
17 restrictions of this Declaration shall run with and bind the land,
18 and shall inure to the benefit of and be enforceable by the Associ-
19 ation, or the Owner, including Declarant, of any Lot subject to this
20 Declaration, their respective legal representatives, heirs, suc-
21 cessors, and assigns, and are imposed upon The Properties as a
22 servitude in favor of each and every parcel of land therein as a
23 dominant tenement, for a term of twenty (20) years from the date
24 this Declaration is recorded, after which time said covenants shall
25 be automatically extended for successive periods of ten (10) years.

26 Section 2. Amendment. The covenants, conditions and
27 restrictions of this Declaration may be amended by an instrument in
28 writing signed by not less than the Owners of two-thirds (2/3) of
29 the Lots. Any amendment must be properly recorded.

30 Section 3. Notices. Any notice required to be sent to
31 any Member or Owner under the provisions of this Declaration shall
32

1 be deemed to have been properly sent when mailed, postage prepaid,
2 to the last known address of the person who appears as Member or
3 Owner on the records of the Association at the time of such mailing.

4 Section 4. Enforcement. Violation or breach of any
5 covenant, condition or restriction herein contained shall give to
6 the Declarant, so long as it is an Owner of at least twenty-five
7 per cent (25%) of the Lots, or the Association the right to enter
8 upon the property upon or as to which said violation or breach
9 exists and to summarily abate and remove, at the expense of the
10 Owner thereof, any structure, thing or condition that may exist
11 thereon contrary to the intent and meaning of the provisions hereof,
12 or shall give to the Association or the Owner, including Declarant,
13 of any Lot the right to prosecute a proceeding at law or in equity
14 against the person or persons who have violated or are attempting
15 to violate any of these restrictions to enjoin or prevent them from
16 doing so, to cause said violation to be remedied or to recover
17 damages for said violation.

18 The result of every action or omission whereby any coven-
19 ant, condition or restriction herein contained is violated in
20 whole or in part is hereby declared to be and to constitute a nuis-
21 ance, and every remedy allowed by law or equity against an owner,
22 either public or private, shall be applicable against every such
23 result and may be exercised by the Association or any Owner, in-
24 cluding Declarant, subject to these restrictions.

25 In any legal or equitable proceeding for the enforcement
26 or to restrain the violation of these restrictions or any pro-
27 visions hereof, the losing party or parties shall pay the attorneys'
28 fees of the prevailing party or parties, in such amount as may be
29 fixed by the court in such proceedings. All remedies provided
30 herein or at law or in equity shall be cumulative and not exclusive.

31 Failure by the Declarant, the Association, or by any
32 Owner to enforce any covenant, condition or restriction herein con-

1 tained shall in no event be deemed a waiver of the right to do so
2 thereafter.

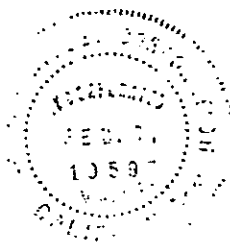
3 Section 5. Severability. Invalidation of any one of
4 these covenants, conditions or restrictions by judgment or court
5 order shall in no wise affect any other provision, which shall re-
6 main in full force and effect.

7 Section 6. Breach of Restrictions, Easements, Conditions,
8 Covenants and Reservations. A breach of any of the restrictions,
9 easements, conditions, covenants and reservations herein contained
10 shall not defeat or render invalid the lien of any mortgage or deed
11 of trust made in good faith and for value as to the Lot or portion
12 of the Lots in the real property covered hereby, but said restric-
13 tions, easements, conditions, covenants and reservations shall be
14 binding upon and effective against any Owner thereof whose title
15 thereto is acquired by foreclosure, trustee's sale or otherwise.

16 Section 7. Headings. Section headings are inserted for
17 convenience only and are not intended to be a part of this document
18 or in any way to define, limit or describe the scope or intent of
19 the particular section to which they refer.

20 Section 8. Obligation of Members. Each Member shall
21 cause the Association to exercise all of the powers and privileges
22 and perform all of the duties and obligations of the Association
23 as set forth in this Declaration of Establishment of Protective
24 Covenants, Conditions and Restrictions.

25
26 IN WITNESS WHEREOF, the undersigned, being the Declarant
27 herein, has hereunto set its hand and seal this 20th day of Febru-
28 ary, 1969.



LAGUNA NIGUEL CORPORATION, a
California corporation

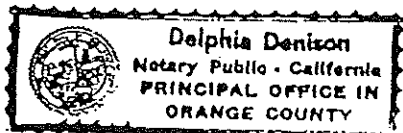
By [Signature]
Its [Signature]
"Declarant"

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STATE OF CALIFORNIA }
COUNTY OF ORANGE } ss.

On February 20, 1969, before me, the undersigned, a Notary Public in and for said County and State, personally appeared J. Jefferson Parks, known to me to be the Vice President and Donald B. Talcote, known to me to be the Assistant Secretary of LAGUNA NIGUEL CORPORATION, the corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of said corporation, 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.



Delphia Denison
Notary Public in and for
said County and State

DELPHIA DENISON
My Commission Expires July 8, 1971

DESCRIPTION OF ADDITIONAL LANDS

1
2
3 That portion of the Rancho Niguel, in the County of
4 Orange, State of California, as shown on a map recorded in book 2
5 pages 230 and 231 of Patents, records of Los Angeles County, Cali-
6 fornia, described as follows:

7 Beginning at the intersection of the centerline of Alicia
8 Parkway (formerly Moulton Parkway) with the Easterly prolongation of
9 the Northerly line of the Orange County Civic Center Site as per
10 map filed in book 87 page 11 of Records of Surveys of said Orange
11 County; thence Westerly, Southerly and Southeasterly along the
12 Northerly, Westerly and Southwesterly boundaries of said Site to
13 the centerline of Crown Valley Parkway; thence Southerly along last
14 mentioned centerline to the Northeasterly terminus of the course
15 described as "N 1° 48' 00" E 719.95 feet" in deed to the County of
16 Orange recorded May 24, 1963, in book 6563 page 80, Official Records
17 of said Orange County; thence S 1° 48' 00" W 74.87 feet; thence
18 N 88° 12' 00" W 52.00 feet; thence N 84° 48' 20" W 52.27 feet; thence
19 Northwesterly 252.93 feet along a tangent curve concave Northeasterly
20 having a radius of 300.00 feet and a central angle of 48° 18' 20";
21 thence tangent to said curve N 36° 30' 00" W 20.47 feet; thence
22 S 53° 30' 00" W 30.00 feet; thence S 89° 32' 03" W 1128.00 feet in
23 a direct line to the Southerly terminus of that course described as
24 "N 56° 54' 04" W 1781.73 feet" in the deed to Douglass Construction
25 Co. of California, recorded March 29, 1963, in book 6486 page 610
26 of Official Records; thence along the boundary of the land des-
27 cribed in said deed N 56° 54' 04" W 1781.73 feet and West 1994.38
28 feet to the intersection of the Westerly line of the land described
29 as Parcel 1 in the deed to the Laguna Niguel Corp. recorded May
30 28, 1959, in book 4733 page 46 of Official Records, said Westerly
31 line also being shown on map filed in book 81 pages 1 to 3, in-
32 clusive, of Record of Surveys in the office of the County Recorder
of said County; thence along the boundary of land described in
said Parcel 1 as shown on said Record of Survey, N 22° 39' 35" E
1985.97 feet to an angle point; thence continuing along said bound-
ary, N 17° 22' 29" W 4807.64 feet, N 7° 46' 20" W 422.99 feet, N
21° 27' 57" E 538.47 feet, N 10° 09' 32" E 1671.14 feet, N 35° 11'
28" E 888.52 feet; thence along the boundary of the land described
in the deed to Louise M. Wineman recorded July 1, 1960, in book
5311 page 36 of Official Records, as shown on said Record of Survey
S 13° 30' 57" E 510.47 feet, S 70° 50' 14" E 295.11 feet, S 83°
29' 09" E 647.40 feet, N 74° 11' 46" E 286.36 feet, S 75° 34' 44"
E 655.25 feet, S 18° 01' 19" E 349.81 feet, N 86° 29' 31" E 489.90
feet, N 32° 07' 46" E 1256.65 feet and N 50° 53' 05" E 782.73 feet
to the most Southerly corner of the land described in the deed to
First Western Bank and Trust Co. recorded July 1, 1960, in book
5311 page 40 of Official Records; thence along the boundary of
last said land as shown on said Record of Survey, N 50° 53' 05" E
129.03 feet and S 74° 43' 33" E 348.85 feet to the Southwesterly
line of Parcel "E" as shown on map filed in book 11 page 49 of
Parcel Maps of said Orange County; thence along said Southwesterly
line S 68° 00' 04" E 1168.52 feet, S 43° 46' 17" E 1029.19 feet,
S 10° 45' 07" W 100.00 feet, Southerly 846.03 feet along a curve
concave Easterly having a radius of 1500.00 feet and a central
angle of 32° 18' 58", S 21° 33' 51" E 560.13 feet and Southerly
503.54 feet along a curve concave Westerly having a radius of 1500.00
feet and a central angle of 19° 14' 01" to the Northwesterly corner
of Tract No. 5434, as per map recorded in book 201 pages 18 to 22,
inclusive, of Miscellaneous Maps, being in the centerline of said
Alicia Parkway; thence Southerly along said centerline to the point
of beginning.

6021

WHEN RECORDED RETURN TO:

BOOK 8922 PAGE 32

Brian G. Prentice, Esq.
Stephens, Jones, La Fever & Smith
621 South Spring Street
Los Angeles, California 90014

RECORDED AT REQUEST OF
ATTORNEYS

IN OFFICIAL RECORDS OF
ORANGE COUNTY, CALIF.

10:25 AM APR 8 1969

J. WYLIE CARLYLE, County Recorder

\$3.60
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(Space above this line for Recorder's use)

AMENDMENT TO
DECLARATION OF ESTABLISHMENT OF PROTECTIVE
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AMENDMENT, made and executed this 28th day of
March, 1969, by LAGUNA NIGUEL CORPORATION, a Cali-
fornia corporation, hereinafter called "Declarant;"

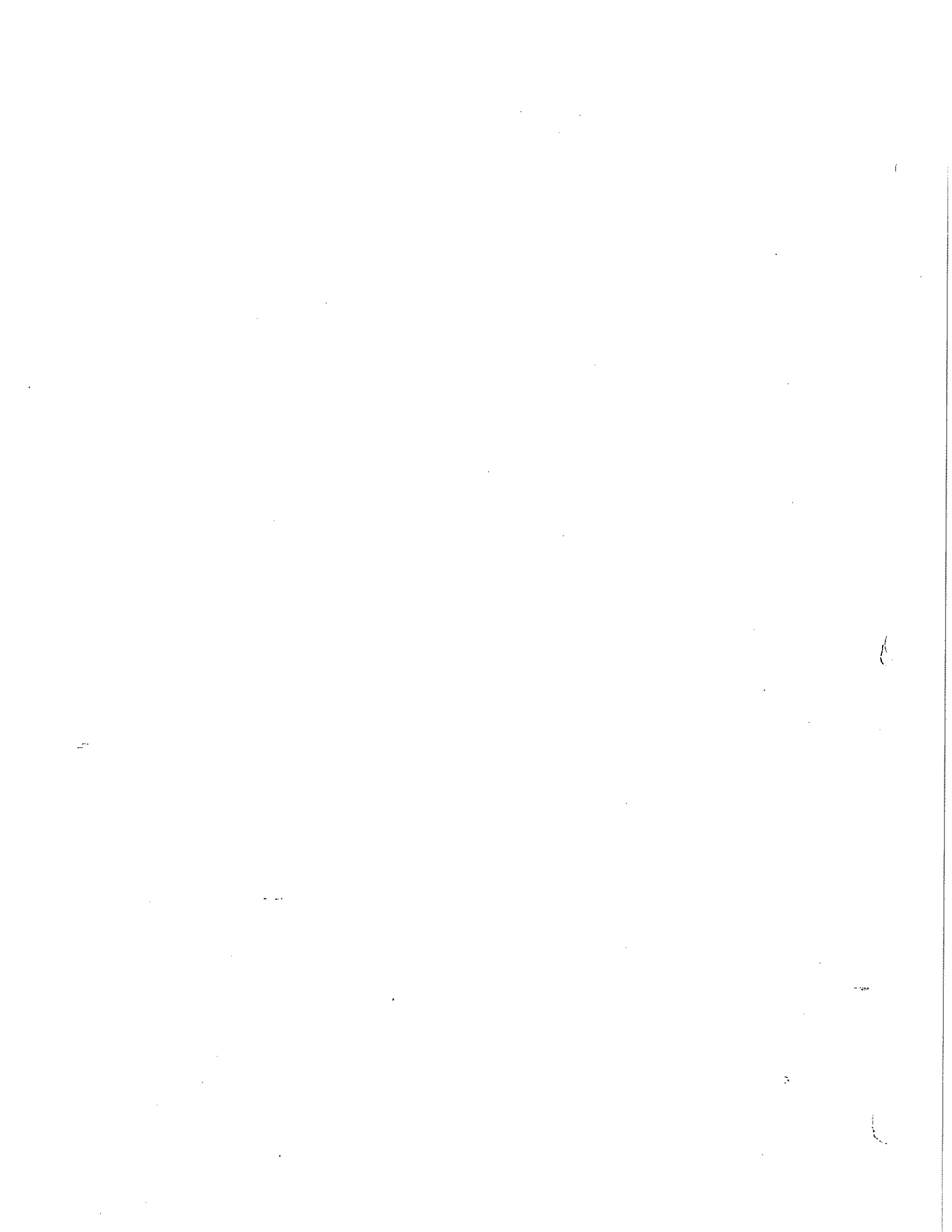
W I T N E S S E T H:

WHEREAS, Declarant is the owner of Lots 1 through 108,
inclusive, of Tract No. 6472, as shown on a map recorded in Book
246, pages 30 to 33, inclusive, of Miscellaneous Maps, records of
Orange County, California; and

WHEREAS, a Declaration of Establishment of Protective
Covenants, Conditions and Restrictions covering said Tract No.
6472 was recorded February 20, 1969, in Book 8880, page 844 of
Official Records of Orange County, California (the "Declaration");
and

WHEREAS, Declarant desires to amend the Declaration in
accordance with Article X, Section 2 thereof, and as owner of all
of the Lots specified in said Section 2 is entitled to adopt and
record such Amendment.

NOW, THEREFORE, Declarant does hereby amend Section 5



1 of Article V of the Declaration to read as follows:

2 "Section 5. Date of Commencement of
3 Annual Assessments: Due Dates. The annual
4 assessments provided for herein shall commence
5 on the first day of the month following the
6 conveyance of the Common Areas. Annual assess-
7 ments shall be levied on a calendar year basis
8 and shall be due and payable quarterly in
9 advance on December 31, March 31, June 30 and
10 September 30, or in such other manner as the
11 Board of Directors may from time to time
12 establish.

13 The annual assessment for the bal-
14 ance of the calendar year remaining in the
15 first year of assessment shall be, and it
16 hereby is, levied and fixed at the maximum
17 annual assessment rate of One Hundred Eighty
18 Dollars (\$180.00) per Lot and shall be in an
19 amount which bears the same relationship to
20 said maximum assessment as the remaining num-
21 ber of months in that year bear to twelve.
22 The same proration in the amount of assess-
23 ment shall apply to the first assessment
24 levied against any property which is added
25 hereafter to the Original Property at a time
26 other than the beginning of any calendar year
27 assessment period. The first annual assess-
28 ment pertaining to the Original Property, and
29 to any property which is added hereafter to
30 the Original Property, shall be due and pay-
31 able as determined by resolution of the Board
32 of Directors.

The due date of any special assess-
ment under Section 4 hereof shall be fixed in
the resolution authorizing such assessment."

IN WITNESS WHEREOF, this instrument is executed as of
the day and year first above written.

LAGUNA NIGUEL CORPORATION, a
California corporation

By John J. Parker
Its Vice President

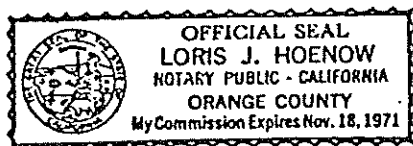
By Donald B. Tolsted
Its Asst. Secretary

STATE OF CALIFORNIA }
COUNTY OF ORANGE } ss.

On March 28, 1969, before me, the undersigned,

1 a Notary Public in and for said County and State, personally ap-
 2 peared John J. Parks, known to me to be the Vice
 3 President and Donald B. Talcott, known to me to
 4 be the Assistant Secretary of LAGUNA NIGUEL CORPORATION, the
 5 corporation that executed the within instrument, and known to me
 6 to be the persons who executed the within instrument on behalf
 7 of said corporation, and acknowledged to me that said corporation
 8 executed the within instrument pursuant to its By-Laws or a reso-
 9 lution of its Board of Directors.

10 WITNESS my hand and official seal.



11
 12 *Loris J. Hoenow*
 13 _____
 14 Notary Public in and for
 said County and State

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WHEN RECORDED RETURN TO:
Stephens, Jones, La Fever & Smith
621 South Spring Street
Los Angeles, California 90014

RECORDED AT REQUEST OF
TITLE INS. & TRUST CO.
IN OFFICIAL RECORDS OF
ORANGE COUNTY, CALIF.
3⁵⁰ JUN 11 1970
J. WYLIE CARLYLE, County Recorder

\$ 17.21

(Space above this line for Recorder's use)

SECOND AMENDMENT TO
DECLARATION OF ESTABLISHMENT OF PROTECTIVE
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AMENDMENT, made and executed as of the date herein-
after set forth by LAGUNA NIGUEL CORPORATION, a California corpo-
ration, and the undersigned parties, hereinafter collectively
called "Declarants";

W I T N E S S E T H

WHEREAS, Laguna Niguel Corporation executed a Declaration
of Establishment of Protective Covenants, Conditions and Restrictions
(the "Declaration") which was recorded February 20, 1969, in Book
8880, page 844 of Official Records of Orange County, California,
covering certain real property in the County of Orange, State of
California, more particularly described as Tract No. 6472, as shown
on a map recorded in Book 246, pages 30 to 33, inclusive, of Miscel-
laneous Maps, records of Orange County ("Tract No. 6472"); and

WHEREAS, the Declaration was amended by that certain
Amendment to Declaration of Establishment of Protective Covenants,
Conditions and Restrictions recorded April 8, 1969 in Book 8922,
pages 32 through 34, inclusive, of Official Records of Orange County,
California; and

1 WHEREAS, additional real property has been made subject
 2 to all of the terms, covenants, conditions and provisions set forth
 3 in the Declaration pursuant to Section 2 of Article II thereof by
 4 the recordation in Book 9225, page 789, Official Records of Orange
 5 County, California, of a Supplementary Declaration of Covenants,
 6 Conditions and Restrictions covering said additional real property,
 7 said property being more particularly described as Tract No. 6882,
 8 as shown on a map recorded in Book 263, Pages 30 to 33, inclusive,
 9 of Miscellaneous Maps, records of Orange County, California ("Tract
 10 No. 6882"); and

11 WHEREAS, Declarants are the owners of more than two-thirds
 12 (2/3) of the two hundred forty-four (244) lots included in Tracts
 13 No. 6472 and 6882 and desire to further amend the Declaration in
 14 accordance with Article X, Section 2 thereof, and as owners of
 15 said lots are entitled to adopt and record such Amendment.

16 NOW, THEREFORE, Declarants hereby amend the Declaration
 17 as follows:

18
 19 1. Section 2 of Article III of the Declaration is hereby
 20 amended to read as follows:

21
 22 "Section 2. Voting Rights. The Association shall
 23 have two classes of voting membership:

24 Class A. Class A Members shall be all
 25 those Owners as defined in Section 1 of this
 26 Article III with the exception of the Declarant.
 27 Class A Members shall be entitled to one vote
 28 for each Lot in which they hold the interests
 29 required for membership by Section 1.

30 When more than one person holds such
 31 interest or interests in any Lot all such
 32 persons shall be Members, and the vote for
 such Lot shall be exercised as they among
 themselves determine, but in no event shall
 more than one vote be cast with respect to
 any such Lot. Such persons shall designate
 to the Association in writing from time to
 time one of their number who shall have the
 power to exercise their vote.

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Class B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to three votes for each Lot in which it holds the interest required for membership by Section 1; provided that the Class B membership shall cease and become converted to Class A membership on the happening of any of the following events, whichever occurs earliest:

(a) when the total votes outstanding in the Class A membership equal one thousand four hundred sixty-four (1,464);

(b) on the expiration of a three (3) year period from the date of issuance by the Division of Real Estate of the State of California of a Final Subdivision Public Report with respect to any portion of the property described in Exhibit "A" without the further issuance of a later such Report with respect to any other portion of such property annexed pursuant to Article II, Section 2 hereof; or

(c) on December 31, 1978.

From and after the happening of these events, whichever occurs earliest, the Class B Member shall be deemed to be a Class A Member entitled to one vote for each Lot in which it holds the interests required for membership under Section 1."

2. Section 3(d) of Article V of the Declaration is hereby amended to read as follows:

"(d) After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the actual assessment for any year at an amount not in excess of the maximum."

3. Section 5 of Article V of the Declaration is hereby amended to read as follows:

"Section 5. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Areas. Annual assessments shall be levied on a calendar year basis and shall be due and payable quarterly in advance on December 31, March 31, June 30 and September 30, or in such other manner as the Board of Directors may from time to time establish.

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The annual assessment for the balance of the calendar year remaining in the first year of assessment shall be, and it hereby is, levied and fixed at the maximum annual assessment rate of One Hundred Eighty Dollars (\$180.00) per Lot and shall be in an amount which bears the same relationship to said maximum assessment as the remaining number of months in that year bear to twelve. The same proration in the amount of assessment shall apply to the first assessment levied against any property which is added hereafter to the Original Property at a time other than the beginning of any calendar year assessment period. The first annual assessment pertaining to the Original Property, and to any property which is added hereafter to the Original Property, shall be due and payable as determined by resolution of the Board of Directors.

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment."

4. Paragraph (a) of Article VI of the Declaration is hereby amended to read as follows:

"(a) When seventy-five per cent (75%) or more of the Lots of The Properties have been sold;"

5. Article X of the Declaration is hereby amended in its entirety to read as follows:

"ARTICLE X
GENERAL PROVISIONS

Section 1. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and are imposed upon The Properties as a servitude in favor of each and every parcel of land therein as a dominant tenement, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than seventy-five per cent (75%) of the Lot Owners. Any amendment must be recorded.

Section 2. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. The Association, or any Owner, shall have the right to enforce, by any

1 WHEN RECORDED RETURN TO:

2 Brian G. Prentice, Esq.
3 Stephens, Jones, La Fever & Smith
4 621 South Spring Street
5 Los Angeles, California 90014

\$3.60
C2

RECORDED AT REQUEST OF
TITLE INS. & TRUST CO.
IN OFFICIAL RECORDS OF
ORANGE COUNTY, CALIF.
25th FEB 26 1970
J. WYLIE CARLYLE, County Recorder

6
7 (Space above this line for Recorder's use)

8
9 SUPPLEMENTARY DECLARATION OF
10 COVENANTS, CONDITIONS AND RESTRICTIONS
11 (TRACT NO. 6882)

12
13 THIS SUPPLEMENTARY DECLARATION, made and executed this
14 25th day of February, 1970, by LAGUNA NIGUEL CORPORATION, a Cali-
15 formia corporation, hereinafter called "Declarant;"

16
17 W I T N E S S E T H:

18 WHEREAS, Declarant is the owner of certain property in
19 the County of Orange, State of California, more particularly des-
20 cribed as follows:

21 ✓ Lots 1 through 140, inclusive, of Tract
22 No. 6882, as shown on a map recorded in Book
23 265, Pages 30 to 33, inclusive, of Miscellaneous
24 Maps, records of Orange County, California
25 ("Tract No. 6882"); and

26 WHEREAS, Declarant will convey the said property subject
27 to certain protective covenants, conditions, restrictions, reser-
28 vations, liens and charges as set forth in that certain Declaration
29 of Establishment of Protective Covenants, Conditions and Restrictions
30 recorded February 20, 1969, in Book 8880, page 844 of Official
31 Records of Orange County, California, as amended by that certain
32 Amendment to Declaration of Establishment of Protective Covenants,
Conditions and Restrictions recorded April 8, 1969, in Book 8922,

TI 2-260

1 page 32 of Official Records of Orange County, California, (the
2 "Declaration"), and specifically pursuant to Section 2 of Article II
3 of the Declaration relating to the annexation of additional properties.

4
5 NOW, THEREFORE, it is declared as follows:

6 1. Tract No. 6882 is hereby made subject to all of the
7 terms, covenants, conditions and provisions as set forth in that
8 certain Declaration of Establishment of Protective Covenants, Con-
9 ditions and Restrictions recorded February 20, 1969 in Book 8880,
10 page 844 of Official Records of Orange County, California, as amended
11 as aforesaid, and specifically pursuant to Section 2 of Article II of
12 such Declaration, to all intents and purposes as though said Tract No.
13 6882 were a part of the original Declaration; provided, however,
14 that notwithstanding the provisions of Article V, Section 5 of such
15 Declaration, the annual assessments with respect to the Lots in
16 Tract No. 6882 shall commence on the first day of the month following
17 the conveyance of the first Lot in said tract.

18 2. Lots 137, 138, 139 and 140 of Tract No. 6882, are
19 hereby declared to be devoted to the common use and enjoyment of
20 the Owners of The Properties.

21 3. Prior to the conveyance of the first Lot in Tract
22 No. 6882, Declarant will convey to the Association fee simple title
23 to the Common Areas included within said Tract No. 6882, free and
24 clear of all liens and encumbrances, except current real property
25 taxes, which taxes shall be prorated to the date of transfer, and
26 reservations, easements, covenants, conditions, and restrictions
27 then of record, including those set forth in the Declaration.

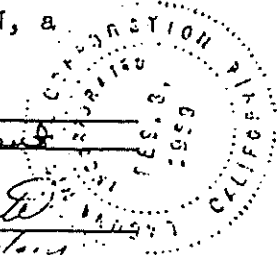
28 4. No building, structure or improvement shall be
29 constructed, erected, altered, placed or permitted to remain on
30 any of the Lots within Tract No. 6882, other than a one-family
31 dwelling designed for occupation by not more than one family to-
32 gether with such outbuildings as may be permitted by the Declaration.

1 IN WITNESS WHEREOF, this instrument is executed as of
2 the day and year above written.

4 LAGUNA NIGUEL CORPORATION, a
5 California corporation

6 By John J. Parkes
7 its Vice President

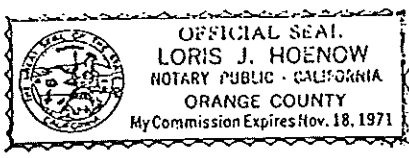
8 By Donald B. Talcott
9 its Asst. Secretary



10 STATE OF CALIFORNIA }
11 COUNTY OF ORANGE } ss.

12 On February 25, 1970, before me, the undersigned,
13 a Notary Public in and for said County and State, personally
14 appeared John J. Parkes, known to me to be the
15 Vice President and Donald B. Talcott,
16 known to me to be the Asst. Secretary of LAGUNA NIGUEL
17 CORPORATION, the corporation that executed the within instrument,
18 and known to me to be the persons who executed the within instru-
19 ment on behalf of said corporation, and acknowledged to me that said
20 corporation executed the within instrument pursuant to its By-Laws
21 or a resolution of its Board of Directors.

22 WITNESS my hand and official seal.



23
24 Loris J. Hoenow
25 Notary Public in and for
26 said County and State.

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\$3.00
C2

10219 PAGE 807

WHEN RECORDED RETURN TO:

Stephens, Jones, La Fever & Smith
621 South Spring Street
Los Angeles, California 90014

RECORDED AT REQUEST OF
TOLSON & BUNICK CO.
IN COUNTY OF ORANGE OF
OFFICIAL RECORDS OF CALIF.
11:50
JUL 12 1972
J. WYLLIE CLARK, County Recorder

(Space above this line for Recorders use)

SUPPLEMENTARY DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
(TRACT NO. 6597)

THIS SUPPLEMENTARY DECLARATION, made and entered this
7TH day of JULY, 1972, by AVCO COMMUNITY DEVELOPERS,
INC., a California corporation, hereinafter called "Declarant;"

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property
in the County of Orange, State of California, more particularly
described as follows:

Lots 1 through 113, inclusive, and Lots A
through E, inclusive, of Tract No. 6597, as
shown on a map recorded in Book 300, Pages
9 to 13, inclusive, of Miscellaneous Maps,
records of Orange County, California ("Tract
No. 6597"); and

WHEREAS, Declarant will convey the said property sub-
ject to certain protective covenants, conditions, restrictions,
reservations, liens and charges as set forth in that certain
Declaration of Establishment of Protective Covenants, Conditions
and Restrictions recorded February 20, 1969, in Book 8880, page
844 of Official Records of Orange County, California, as amended
and supplemented (the "Declaration"), and specifically pursuant

to Section 2 of Article II of the Declaration relating to the annexation of additional properties.

NOW, THEREFORE, it is declared as follows:

1. Tract No. 6597 is hereby made subject to all of the terms, covenants, conditions and provisions as set forth in that certain Declaration of Establishment of Protective Covenants, Conditions and Restrictions recorded February 20, 1969 in Book 8880, page 844 of Official Records of Orange County, California, as amended and supplemented, and specifically pursuant to Section 2 of Article II of such Declaration, to all intents and purposes as though said Tract No. 6597 were a part of the original Declaration; provided however, that notwithstanding the provision of Article V, Section 5 of such Declaration, the annual assessments with respect to the Lots in Tract No. 6597 shall commence on the first day of the month following the conveyance of the first Lot in said tract.

2. Lot 113 and Lots A through E, Inclusive, of Tract No. 6597, are hereby declared to be devoted to the common use and enjoyment of the Owners of The Properties.

3. Prior to the conveyance of the first Lot in Tract No. 6597, Declarant will convey to the Association fee simple title to Lot 113 and Lots A through E, inclusive, of Tract No. 6597, free and clear of all liens and encumbrances, except current real property taxes, which taxes shall be prorated to the date of transfer, and reservations, easements, covenants, conditions and restrictions then of record, including those set forth herein as in the Declaration. The Association shall maintain all slope areas and every part thereof, located within Lot 113 and Lots A through E, inclusive, of Tract No. 6597, including any drainage devices constructed therein by Declarant,

in a neat, orderly and safe condition and in such a manner as to enhance their appearance, maintain established slope ratios, prevent erosion and sliding problems, and facilitate the orderly discharge of water through drainage systems established by Declarant.

4. No building, structure or improvement shall be constructed, erected, altered, placed or permitted to remain on any of the Lots within Tract No. 6597, other than a one-family dwelling designed for occupation by not more than one family together with such outbuildings as may be permitted by the Declaration.

5. The covenants, conditions and restrictions of this Supplementary Declaration may be amended only in accordance with Section 2 of Article X of the Declaration. Any amendment must be properly recorded.

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

AVCO COMMUNITY DEVELOPERS, INC.

By [Signature]
Its Assistant Vice President

By [Signature]
Its Assistant Secretary

11

WHEN RECORDED RETURN TO:

\$0.00

Stephens, Jones, La Fever & Smith
621 South Spring Street
Los Angeles, California 90014

RECORDED AT REQUEST OF
TITLE INS. & TRUST CO
IN OFFICIAL RECORDS
ORANGE COUNTY, CALIF.
8:00AM AUG 4 1972
J. WYLIE CARLYLE, County Recorder

(Space above this line for Recorders use)

SUPPLEMENTARY DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
(TRACT NO. 7579)

TI 513179 SW

THIS SUPPLEMENTARY DECLARATION, made and entered this 7TH day
of JULY, 1972, by AVCO COMMUNITY DEVELOPERS, INC., a California
corporation, hereinafter called "Declarant;"

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in the County
of Orange, State of California, more particularly described as follows:

Lots 1 through 56, inclusive, and Lots A & B,
and Lot 57, School Site, inclusive, of Tract No.
7579, as shown on a map recorded in Book 303,
Pages 43 to 45, inclusive, of Miscellaneous
Maps, records of Orange County, California ("Tract
No. 7579"); and

WHEREAS, Declarant will convey the said property subject to certain
protective covenants, conditions, restrictions, reservations, liens and charges
as set forth in that certain Declaration of Establishment of Protective Covenants,
Conditions and Restrictions recorded February 20, 1969, in Book 8880, page 844
of Official Records of Orange County, California, as amended and supplemented
(the "Declaration"), and specifically pursuant to Section 2 of Article II of the
Declaration relating to the annexation of additional properties.

NOW, THEREFORE, it is declared as follows:

1. Tract No. 7579 is hereby made subject to all of the terms, cov-
enants, conditions, and provisions as set forth in that certain Declaration of
Establishment of Protective Covenants, Conditions and Restrictions recorded

February 20, 1969 in Book 8880, page 844 of Official Records of Orange County, California, as amended and supplemented, and specifically pursuant to Section 2 of Article II of such Declaration, to all intents and purposes as though said Tract No. 7579 were a part of the original Declaration; provided however, that notwithstanding the provision of Article V, Section 5 of such Declaration, the annual assessments with respect to the Lots in Tract No. 7579 shall commence on the first day of the month following the conveyance of the first Lot in said tract.

2. Lots A & B, Inclusive, of Tract No. 7579, are hereby declared to be devoted to the common use and enjoyment of the Owners of the Properties.

3. Prior to the conveyance of the first Lot in Tract No. 7579, Declarant will convey to the Association fee simple title to Lots A & B, inclusive, of Tract No. 7579, free and clear of all liens and encumbrances, except current real property taxes, which taxes shall be prorated to the date of transfer, and reservations, easements, covenants, conditions and restrictions then of record, including those set forth herein as in the Declaration. The Association shall maintain all slope areas and every part thereof, located within Lots A & B, inclusive, of Tract No. 7579, including any drainage devices constructed therein by Declarant, in a neat, orderly and safe condition and in such a manner as to enhance their appearance, maintain established slope ratios, prevent erosion and sliding problems, and facilitate the orderly discharge of water through drainage systems established by Declarant.

4. No building, structure or improvement shall be constructed, erected, altered, placed or permitted to remain on any of the Lots within Tract No. 7579, other than a one-family dwelling designed for occupation by not more than one family together with such outbuildings as may be permitted by the Declaration.

5. The covenants, conditions and restrictions of this Supplementary Declaration may be amended only in accordance with Section 2 of Article X of Declaration. Any amendment must be properly recorded.

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

AVCO COMMUNITY DEVELOPERS, INC.

By *Ray M. Brown*
Its Assistant Vice President

By *Wm. H. West*
Its Assistant Secretary

18843

26

RECORDED AT REQUEST OF
TITLE INS. & TRUST CO.
IN OFFICIAL RECORDS OF
ORANGE COUNTY, CALIF.
4:01 pm JUN 18 1973
J. WYLIE CARLYLE, County Recorder

1 WHEN RECORDED RETURN TO:
2 Stephens, Jones, La Fever & Smith
3 800 Wilshire Boulevard
4 Eleventh Floor
5 Los Angeles, California 90017
6
7
8

9 (Space above this line for Recorder's use)

10
11 AMENDMENT TO
12 SUPPLEMENTARY DECLARATION OF
13 COVENANTS, CONDITIONS AND RESTRICTIONS
14 (TRACT NO. 7579)
15

16 THIS AMENDMENT, made and executed as of the date hereinafter
17 set forth by AVCO COMMUNITY DEVELOPERS, INC., a California corpora-
18 tion, and the undersigned parties, hereinafter collectively called
19 "Declarants";

20 W I T N E S S E T H:

21 WHEREAS, LAGUNA NIGUEL CORPORATION, the predecessor in inter-
22 est of AVCO COMMUNITY DEVELOPERS, INC., executed a Declaration of
23 Establishment of Protective Covenants, Conditions and Restrictions
24 (the "Declaration") which was recorded February 20, 1969, in Book
25 8880, Page 844, Official Records of Orange County, California,
26 covering certain real property in the County of Orange, State of
27 California, more particularly described as Tract No. 6472, as shown
28 on a map recorded in Book 246, Pages 30 to 33, inclusive, of Mis-
29 cellaneous Maps, records of Orange County ("Tract No. 6472"); and

30 WHEREAS, the Declaration has been amended by that certain
31 Amendment to Declaration of Establishment of Protective Covenants,
32 Conditions and Restrictions recorded April 8, 1969 in Book 8922,

STEPHENS, JONES, LA FEVER & SMITH
800 WILSHIRE BLVD. - ELEVENTH FLOOR
LOS ANGELES 90017

71-6-209

1 Page 32, Official Records of Orange County, California, and by that
 2 certain Second Amendment to Declaration of Establishment of Protec-
 3 tive Covenants, Conditions and Restrictions recorded June 11, 1970,
 4 in Book 9314, Page 575, Official Records of Orange County, California;
 5 and

6 WHEREAS, additional real property has been made subject to
 7 all of the terms, covenants, conditions and provisions set forth in
 8 the Declaration pursuant to Section 2 of Article II thereof by:

9 (a) The recordation on February 26, 1970 in Book 9225,
 10 Page 789, Official Records of Orange County, California, of
 11 a Supplementary Declaration of Covenants, Conditions and Re-
 12 strictions covering a portion of said additional real property
 13 as amended by that certain Amendment to Supplementary Decla-
 14 ration of Covenants, Conditions and Restrictions recorded
 15 November 9, 1970 in Book 9455, Page 721, Official Records
 16 of Orange County, California, said property being more par-
 17 ticularly described as Lots 20 to 136, inclusive, and Lot
 18 140 of Tract No. 6882, as shown on a map recorded in Book
 19 265, Pages 30 to 33, inclusive, of Miscellaneous Maps,
 20 records of Orange County, California ("Tract No. 6882");

21 (b) The recordation on July 12, 1972 in Book 10219, Page
 22 807, Official Records of Orange County, California, of a Sup-
 23 plementary Declaration of Covenants, Conditions and Restric-
 24 tions covering a portion of said additional real property,
 25 said property being more particularly described as Lots 1 to
 26 113, inclusive, and Lots A to E, inclusive of Tract No. 6597,
 27 as shown on a map recorded in Book 300, Pages 9 to 13, inclu-
 28 sive, of Miscellaneous Maps, records of Orange County, Cali-
 29 fornia ("Tract No. 6597"); and

30 (c) The recordation on August 4, 1972 in Book 10258,
 31 Page 750, Official Records of Orange County, California, of
 32

STEPHENS, JONES, LA FEVER & SMITH
 800 WILSHIRE BLVD. - ELEVENTH FLOOR
 LOS ANGELES 80017

1 a Supplementary Declaration of Covenants, Conditions and
 2 Restrictions (the "Supplementary Declaration") covering the
 3 remaining portion of said additional real property, said
 4 property being more particularly described as Tract No. 7579,
 5 as shown on a map recorded in Book 303, Pages 43 to 45, inclu-
 6 sive, of Miscellaneous Maps, records of Orange County, Cali-
 7 fornia ("Tract No. 7579").

8 WHEREAS, Declarants are the owners of more than three-fourths
 9 (3/4th) of the three hundred ninety-four (394) Lots included in
 10 Tracts No. 6472, 6882, 6597 and 7579 and desire to amend the Supple-
 11 mentary Declaration in accordance with Article X, Section 1 of the
 12 Declaration, and as owners of said Lots are entitled to adopt and
 13 record such Amendment.

14 NOW, THEREFORE, Declarants hereby amend the Supplementary
 15 Declaration as follows:

16 1. That certain legal description appearing on Page 1 of
 17 the Supplementary Declaration which reads, "Lots 1 through 56, inclu-
 18 sive, and Lots A & B, and Lot 57, School Site, inclusive, of Tract No.
 19 7579, as shown on a map recorded in Book 303, Pages 43 to 45, inclu-
 20 sive, of Miscellaneous Maps, records of Orange County, California,
 21 ('Tract No. 7579'); and" is hereby amended to read as follows:

22 "Lots 1 through 56, inclusive, and Lots A and
 23 B of Tract No. 7579, as shown on a map recorded in
 24 Book 303, Pages 43 to 45, inclusive, of Miscellaneous
 Maps, records of Orange County, California, ('Tract
 No. 7579'); and"

25 2. Section 2 of the Supplementary Declaration is hereby
 26 amended to read as follows:

27 "2. Lots A and B of Tract No. 7579 are hereby
 28 declared to be devoted to the common use and enjoyment
 of the Owners of The Properties."

29 3. Section 3 of the Supplementary Declaration is hereby
 30 amended to read as follows:

31 "3. Prior to the conveyance of the first Lot in
 32 Tract No. 7579, Declarant will convey to the Association
 fee simple title to Lots A and B of Tract No. 7579, free

1 and clear of all liens and encumbrances, except current
 2 real property taxes, which taxes shall be prorated to
 3 the date of transfer, and reservations, easements, cove-
 4 nants, conditions and restrictions then of record, in-
 5 cluding those set forth herein and in the Declaration.
 6 The Association shall maintain all slope areas and every
 7 part thereof, located within Lots A and B of Tract No.
 8 7579, including any drainage devices constructed there-
 9 in by Declarant, in a neat, orderly and safe condition
 10 and in such a manner as to enhance their appearance,
 11 maintain established slope ratios, prevent erosion and
 12 sliding problems, and facilitate the orderly discharge
 13 of water through drainage systems established by
 14 Declarant."

15 IN WITNESS WHEREOF, each of the undersigned has executed
 16 this instrument as of the day and year set forth opposite his
 17 signature.

STEPHENS, JONES, LA FEVER & SMITH
 800 WILSHIRE BLVD. - ELEVENTH FLOOR
 LOS ANGELES 90017

13	<u>Signature</u>	<u>Date</u>	<u>Number of Lots Owned</u>
14	AVCO COMMUNITY DEVELOPERS, INC.		
15	By <u>[Signature]</u>		
16	By <u>[Signature]</u>	<u>5/14/73</u>	<u>144</u>
17			
18	<u>[Signature]</u>	<u>2/20/73</u>	<u>one</u>
19	<u>[Signature]</u>	<u>2/20/73</u>	<u>one</u>
20	<u>[Signature]</u>	<u>2/20/73</u>	<u>one</u>
21	<u>[Signature]</u>	<u>2/20/73</u>	<u>one</u>
22	<u>[Signature]</u>	<u>2/20/73</u>	<u>one</u>
23	<u>[Signature]</u>	<u>2/20/73</u>	<u>one</u>
24	<u>[Signature]</u>	<u>2/20/73</u>	<u>one</u>
25	<u>[Signature]</u>	<u>2/20/73</u>	<u>one</u>
26	<u>[Signature]</u>	<u>4/20/73</u>	<u>one</u>
27	<u>[Signature]</u>	<u>2/20/73</u>	<u>one</u>
28	<u>[Signature]</u>	<u>2/20/73</u>	<u>one</u>
29	<u>[Signature]</u>	<u>2/20/73</u>	<u>one</u>
30	<u>[Signature]</u>	<u>2/20/73</u>	<u>one</u>
31	<u>[Signature]</u>	<u>2/20/73</u>	<u>one</u>
32	<u>[Signature]</u>	<u>2/20/73</u>	<u>one</u>

STEPHENS, JONES, LA FEVER & SMITH
 800 WILSHIRE BLVD. - ELEVENTH FLOOR
 LOS ANGELES 90017

1	Signature	Date	Number of Lots Owned
2	<i>[Signature]</i>	2/20/73	1
3	<i>[Signature]</i>	2/20/73	1
4	<i>[Signature]</i>	2/20/73	1
5	<i>[Signature]</i>	2/20/73	1
6	<i>[Signature]</i>	2/20/73	1
7	<i>[Signature]</i>	2/20/73	1
8	<i>[Signature]</i>	2/20/73	1
9	<i>[Signature]</i>	3/6/73	1
10	<i>[Signature]</i>	3/4/73	1
11	<i>[Signature]</i>	4/4/73	1
12	<i>[Signature]</i>	4/4/73	1
13	<i>[Signature]</i>	4/4/73	1
14	<i>[Signature]</i>	4/5/73	1
15	<i>[Signature]</i>	4/5/73	1
16	<i>[Signature]</i>	4/5/73	1
17	<i>[Signature]</i>	4/5/73	1
18	<i>[Signature]</i>	4/5/73	1
19	<i>[Signature]</i>	4/5/73	1
20	<i>[Signature]</i>	4/5/73	1
21	<i>[Signature]</i>	4/5/73	1
22	<i>[Signature]</i>	4/5/73	1
23	<i>[Signature]</i>	4/5/73	1
24	<i>[Signature]</i>	4/5/73	1
25	<i>[Signature]</i>	4/5/73	1
26	<i>[Signature]</i>	4-5-73	1
27	<i>[Signature]</i>	4-5-73	1
28	<i>[Signature]</i>	4-5-73	1
29	<i>[Signature]</i>	4-5-73	1
30	<i>[Signature]</i>	4-5-73	1
31	<i>[Signature]</i>	4-5-73	1
32	<i>[Signature]</i>	4-5-73	1

STEPHENS, JONES, LA FEVER & SMITH
 800 WILSHIRE BLVD. - ELEVENTH FLOOR
 LOS ANGELES 90017

1	Signature	Date	Number of Lots Owned
2	<i>John A. Williams</i>	4-5-73	11
3	<i>Carl J. Warner</i>	4-5-73	1
4	<i>Charles D. Soltes</i>	4-5-73	1
5	<i>J. V. Henneman</i>	4-5-73	1
6	<i>E. D. Johns</i>	4-5-73	1
7	<i>Ed W. Wals</i>	4-5-73	1
8	<i>Arthur A. [unclear]</i>	4-5-73	1
9	<i>Neil S. [unclear]</i>	4-5-73	1
10	<i>Deva T. Roberts</i>	4-5-73	1
11	<i>Arnold E. W. [unclear]</i>	4-5-73	1
12	<i>[unclear]</i>	4-6-73	
13	<i>[unclear]</i>	4-6-73	
14	<i>Mary Benjamin</i>	4-6-73	
15	<i>[unclear]</i>	4-6-73	1
16	<i>[unclear]</i>	4-6-73	1
17	<i>[unclear]</i>	4-6-73	1
18	<i>Thomas Martin</i>	4-6-73	1
19	<i>Margaret J. Bennett</i>	4-6-73	1
20	<i>John [unclear]</i>	4-6-73	1
21	<i>Roger [unclear]</i>	4-6-73	1
22	<i>[unclear]</i>	4-6-73	1
23	<i>[unclear]</i>	4-6-73	1
24	<i>[unclear]</i>	4-6-73	1
25	<i>[unclear]</i>	4-6-73	1
26	<i>[unclear]</i>	4-6-73	1
27	<i>[unclear]</i>	4-6-73	1
28	<i>[unclear]</i>	4-6-73	1
29	<i>[unclear]</i>	4-6-73	1
30	<i>Elie H. [unclear]</i>	4-6-73	1
31	<i>[unclear]</i>	4-6-73	1
32	<i>[unclear]</i>	4-6-73	1

1	Signature	Date	Percent of Lease Owned
2	<i>[Faint signature]</i>	<i>[Faint date]</i>	1
3	<i>[Faint signature]</i>	<i>[Faint date]</i>	1
4	Maurice D. Bucher	5-8-73	1
5	Mary Jean Casius	5-3-73	1
6	Mrs. Ronnie H. Nelson	5/3/73	1
7	Mrs. James D. Gentry	5/3/73	1
8	Mrs. Lucille E. Logan	5/3/73	1
9	Mr. Henry J. O'Keefe	5/3/73	1
10	Reggie E. Hodges	5/3/73	1
11	Lanoue E. Welfer	5/3/73	1
12	Mary C. Sokol	5/3/73	1
13	Edward B. White	5/3/73	1
14	<i>[Faint signature]</i>	5-6-73	1
15	<i>[Faint signature]</i>	5-6-73	1
16	Bruce Rea	5-6-73	1
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STEPHENS, JONES, LA FEVER & SMITH
 100 WILSHIRE BLVD. - ELEVENTH FLOOR
 LOS ANGELES 20017

STEPHENS, JONES, LA FEVER & SMITH
 900 WILSHIRE BLVD., ELEVENTH FLOOR
 LOS ANGELES 90017

1	Signature	Date	Number of Lots Owned
2	Earl L. Traver	4-28-73	1
3	Sam Z. Kalyan	4-28-73	1
4	Al. Twidwell	4/28/73	1
5	Ray Ebbes	4/28/73	1
6	Dean Spencer	4/28/73	1
7	Frank J. Mustan	4/28/73	1
8	Jack B. Baker	4/28/73	1
9	Mrs. Paul Larkin	4/28/73	1
10	Michael J. Fogel	4/28/73	1
11	Lindalee Brown	4/28/73	1
12	Chris Roberts	4/28/73	1
12	P. Barton	4-28-73	1
14	Ernest	5/6/73	1
15	John J. ...	5/6/73	1
16	John J. ...	5-6-73	1
17	John J. ...	5-6-73	1
18	Eloy J. Masayo	5-6-73	1
19	Robert J. Gibson	5-6-73	1
20	La Monte	5-6-73	1
21	L. E. Schuch	5-6-73	1
22	Russell L. Ryan	5-6-73	1
23	William H. ...	5-6-73	1
24	Frank C. Monacci	5-6-73	1
25	William H. ...	5-6-73	1
26	NR Rogers	5-6-73	1
27	Bill J. ...	5-6-73	1
28	William McCulloch	5-6-73	1
29	Bernice E. ...	5/6/73	1
30	Raymond G. ...	5/6/73	1
31	Keith ...	5/6/73	1
32	Frank ...	5/6/73	1

1 and clear of all liens and encumbrances, except current
 2 real property taxes, which taxes shall be prorated to
 3 the date of transfer, and reservations, easements, cove-
 4 nants, conditions and restrictions then of record, in-
 5 cluding those set forth herein and in the Declaration.
 6 The Association shall maintain all slope areas and every
 7 part thereof, located within Lots A and B of Tract No.
 8 7579, including any drainage devices constructed there-
 9 in by Declarant, in a neat, orderly and safe condition
 10 and in such a manner as to enhance their appearance,
 11 maintain established slope ratios, prevent erosion and
 12 sliding problems, and facilitate the orderly discharge
 13 of water through drainage systems established by
 14 Declarant."

15 IN WITNESS WHEREOF, each of the undersigned has executed
 16 this instrument as of the day and year set forth opposite his
 17 signature.

18	Signature	Date	Number of Lots Owned
19	AVCO COMMUNITY DEVELOPERS, INC.		
20	By _____		
21	by <u>Thomas P. Pate</u> ✓	<u>4-17-73</u>	<u>1</u>
22	<u>Robert G. Hughes</u> ✓	<u>4-17-73</u>	<u>1</u>
23	<u>Clara J. Davis</u> ✓	<u>4-17-73</u>	<u>1</u>
24	<u>Robert L. Smith</u> ✓	<u>4-17-73</u>	<u>1</u>
25	<u>Carl R. Snodgrass</u> ✓	<u>4-17-73</u>	<u>1</u>
26	<u>M. Sundstrom</u> ✓	<u>4-17-73</u>	<u>1</u>
27	<u>Bruce Whittier</u> ✓	<u>4-17-73</u>	<u>1</u>
28	<u>Lilly L. Williams</u> ✓	<u>4-17-73</u>	<u>1</u>
29	<u>W. J. Harding</u> ✓	<u>4-17-73</u>	<u>1</u>
30	<u>Angel W. Peter</u> ✓	<u>4-17-73</u>	<u>1</u>
31	<u>John Swinton</u> ✓	<u>4-17-73</u>	<u>1</u>
32	<u>Robert W. Taylor, Jr.</u> ✓	<u>4-17-73</u>	<u>1</u>
	<u>James H. McDonald</u> ✓	<u>4-17-73</u>	<u>1</u>
	<u>Harold C. Hayes</u> ✓	<u>4-17-73</u>	<u>1</u>
	<u>Raymond R. Hill</u> ✓	<u>4-17-73</u>	<u>1</u>
	<u>Katherine Anderson</u> ✓	<u>4-17-73</u>	<u>1</u>

STEPHENS, JONES, LA FEVER & SMITH
 800 WILSHIRE BLVD. - ELEVENTH FLOOR
 LOS ANGELES, CALIF.

and clear of all liens and encumbrances, except current real property taxes, which taxes shall be prorated to the date of transfer, and reservations, easements, covenants, conditions and restrictions then of record, including those set forth herein and in the Declaration. The Association shall maintain all slope areas and every part thereof, located within Lots A and B of Tract No. 7579, including any drainage devices constructed therein by Declarant, in a neat, orderly and safe condition and in such a manner as to enhance their appearance, maintain established slope ratios, prevent erosion and sliding problems, and facilitate the orderly discharge of water through drainage systems established by Declarant."

IN WITNESS WHEREOF, each of the undersigned has executed this instrument as of the day and year set forth opposite his signature.

STEPHENS, JONES, LA FEVER & SMITH
800 WILSHIRE BLVD. - ELEVENTH FLOOR
LOS ANGELES 90017

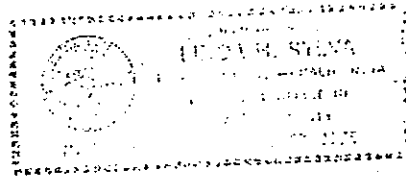
Signature	Date	Number of Lots Owned
AVCO COMMUNITY DEVELOPERS, INC.		
By J.E. Jewel ✓		
By Barbara Isenbagen ✓	4/18/73	1
	4/18/73	1
May B. Sims ✓	4/18/73	1
Terence Essner ✓	29622 4/18/73	1
B. L. Kramer ✓	29612 4.18.73	1
Max Frank ✓	4/18/73	1
Jane Javits ✓	4/18/73	1
E. Hippin ✓	4/18/73	1
E. Steg ✓	4/18/73	1
Janet Smith ✓	4.18.73	1
Tony Spalding ✓	4/18/73	1
By Kap. W. W. ✓	4/18/73	1
J. Shank ✓	4/18/73	1
XXXXXXXXXXXXXXXXXXXX V. Marston ✓	4/18/73	1
Paul Harding ✓	4.18.73	1
M. W. Adams ✓	4.18.73	1

1 STATE OF CALIFORNIA)
2 COUNTY OF ORANGE) ss.

3
4 On May 14, 1973 before me, the undersigned, a Notary
5 Public in and for said State, personally appeared Raymond A. Peloso
6 _____, known to me to be the Asst. Vice President and
7 Kenneth P. Kester known to me to be the Asst. Secretary
8 of AVCO COMMUNITY DEVELOPERS, INC., the corporation that executed
9 the within instrument, known to me to be the persons who executed
10 the within instruemnt on behalf of the corporation therein named,
11 and acknowledged to me that such corporation executed the within
12 instrument pursuant to its By-Laws or a resulation of its Board of
13 Directors.

14 WITNESS my hand and official seal.

15 *Linda H. Sylva*
16 Linda H. Sylva
17 Name (Typed or Printed)



STEPHENS, JONES, LA FEVER & SMITH
800 WILSHIRE BLVD. - ELEVENTH FLOOR
LOS ANGELES 90017

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1 STATE OF CALIFORNIA)
2) ss:
3 COUNTY OF ORANGE)

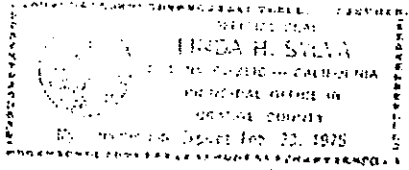
4 On February 20, 1973, before me, the undersigned, a
5 Notary Public in and for said State, personally appeared _____
6 Wm. R. Zaepfel, T. R. Walther, Olin D. Rampey, Stuart Sussman,
7 Albert E. Lilja, Arlene C. Leone, Gary Guldjord, David Pearson,
8 Thomas J. Reis, William G. Hill, Jeanne C. Boyd, Joan Brophy,
9 Lois R. Strenkowski, Stanley Pflaum, Ancil H. Pickering, Lewis Carlson,
10 Francis Keenan, Olive V. Davis, Gail B. Peterson, Ferrall L. Baker,
11 Michael W. Reed, Lynn S. Cathcart

12
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15
16 known to me to be the persons whose names are subscribed to the
17 within instrument and acknowledged that they executed the same.

18
19 WITNESS my hand and official seal.

20 *Linda H. Sylva*

21 Linda H. Sylva
22 Name (Typed or Printed)



STEPHENS, JONES, LA FEVER & SMITH
300 WILSHIRE BLVD. - ELEVENTH FLOOR
LOS ANGELES 20017

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1 STATE OF CALIFORNIA)
2 COUNTY OF ORANGE) ss:

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4 On March 6, 1973, before me, the undersigned, a
5 Notary Public in and for said State, personally appeared _____
6 Judith A. Hocott ✓

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16 known to me to be the persons whose names are subscribed to the
17 within instrument and acknowledged that they executed the same.

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19 WITNESS my hand and official seal.

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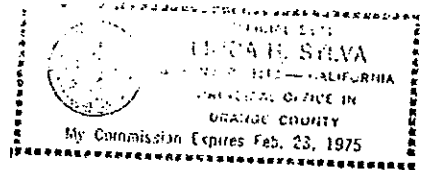
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STEPHENS, JONES, LA FEVER & SMITH
800 WILSHIRE BLVD. - ELEVENTH FLOOR
LOS ANGELES 90017

Linda H. Sylva
Linda H. Sylva
Name (Typed or Printed)



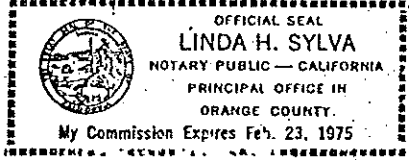
1 STATE OF CALIFORNIA)
2 COUNTY OF ORANGE) ss.
3)

4 On April 4, 1973, before me, the undersigned, a
5 Notary Public in and for said State, personally appeared _____
6 Eugene L. Wadsworth, Billie Joe Bounds, Leo Jaqua, Clifford L. Walters
7 _____
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16 known to me to be the persons whose names are subscribed to the
17 within instrument and acknowledged that they executed the same.
18

19 WITNESS my hand and official seal.

20 Linda H. Sylva
21 Linda H. Sylva
22 Name (Typed or Printed)
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STEPHENS, JONES, LA FEVER & SMITH
800 WILSHIRE BLVD. - ELEVENTH FLOOR
LOS ANGELES 90017

1 STATE OF CALIFORNIA)
2 COUNTY OF ORANGE) SS.

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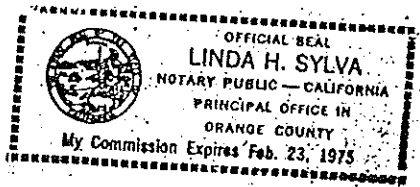
On April 5, 1973, before me, the undersigned, a Notary Public in and for said State, personally appeared _____
Glenna D. Lineck, Marilyn J. Tauriello, George Vodicka, Robert V. Reese, ✓
Deborah F. Duffy, John O. Rough, Jeanne C. Boyd, C.R. Ward, Ruth Woodard,
Charles E. Nylund, Larry E. Leyman,
W. Gwinn, H. P. Sinclair (Mrs.), T. A. La Flamme, Rosie Eterovich,
Jane W. Zimmerman, Henrietta Warren,
Robert Capbaniss, David A. Menzimer, Charles J. Sollars, T. V. Heineman,
E. D. Surla, C. H. Wales, Barbara Mandel, Neil J. Schmidt, O. V. Roberts,
Daniel E. Weston, E.W. Laflamme, W.P. Burrows, Harry Ultman,

known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.

Linda H. Sylva
Linda H. Sylva

Name (Typed or Printed)



STEPHENS, JONES, LA FEVER & SMITH
800 WILSHIRE BLVD. - ELEVENTH FLOOR
LOS ANGELES 20017

1 STATE OF CALIFORNIA)
2 COUNTY OF ORANGE) ss.

BK 10756PG 165

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On April 6, 1973, before me, the undersigned, a

Notary Public in and for said State, personally appeared _____

Marsha E. Via, Roy Zakon, Mary Barnum, Ernest P. Hamlett, Andrew M. Durham,

Rosemarie P. Lent, Thomas Martin, Margaret A. Tervet, John Sweeten,

Asger Rvan, Grace Totz, Janet Tegland, Billie M. Moffitt, Elvera Falkham,

James L. McDonald, Hilda Cramer, Lewis O. Carlson, Arlene C. Leone,

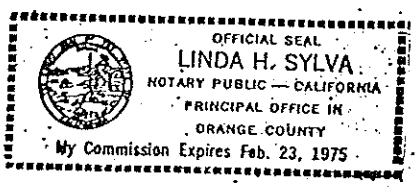
Elsie H. Miller, Paul Mandel, Hans J. Kratz, Yvette Kirby,

known to me to be the persons whose names are subscribed to the
within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.

Linda H. Sylva

Linda H. Sylva
Name (Typed or Printed)



STEPHENS, JONES, LA FEVER & SMITH
800 WILSHIRE BLVD., ELEVENTH FLOOR
LOS ANGELES 90017

1 STATE OF CALIFORNIA)
2 COUNTY OF ORANGE) ss.

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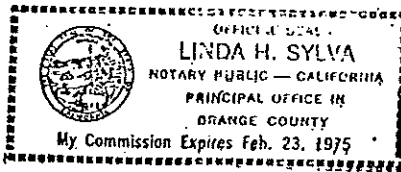
3
4 On April 17, 1973, before me, the undersigned, a
5 Notary Public in and for said State, personally appeared
6 Thomas P. Bates, Peter A. Guzelis, Olive V. Davis, R. E. Spruill,
7 M. Sundstrom, Grace Winther, Sally L. Williams, W. R. Harding,
8 Donald W. Bestor, John Sweeten, Robert W. Douglas, Sr., James L. McDonald,
9 Gail C. Mapes, Raymond R. Will, Kristen Suderman,

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16 known to me to be the persons whose names are subscribed to the
17 within instrument and acknowledged that they executed the same.

18
19 WITNESS my hand and official seal.

20 Linda H. Sylva

21 Linda H. Sylva
22 Name (Typed or Printed)



STEPHENS, JONES, LA FEVER & SMITH
800 WILSHIRE BLVD. - ELEVENTH FLOOR
LOS ANGELES 90017

1 STATE OF CALIFORNIA)
2 COUNTY OF ORANGE) ss.
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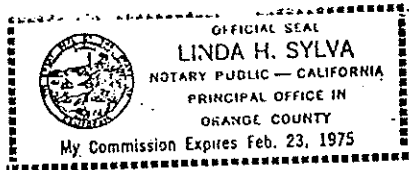
4 On April 18, 1973, before me, the undersigned, a
5 Notary Public in and for said State, personally appeared _____
6 J. E. Spivak, Barbara Isernhagen, J. R. Sims (Mrs.), Lorenz Ossner,
7 Hilda Cramer, Judy Kranz, June Jarvits, C. Griffin,
8 Janet Smith, Tony Spalding, H. Kawasaki, J. Shank, D. Morton,
9 Paul Harding, Mrs. J. Adams

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15 _____

16 known to me to be the persons whose names are subscribed to the
17 within instrument and acknowledged that they executed the same.

18
19 WITNESS my hand and official seal.

20 Linda H. Sylva
21 Linda H. Sylva
22 Name (Typed or Printed)



STEPHENS, JONES, LA FEVER & SMITH
800 WILSHIRE BLVD. - ELEVENTH FLOOR
LOS ANGELES 90017

1 STATE OF CALIFORNIA)
2) ss.
3 COUNTY OF ORANGE)

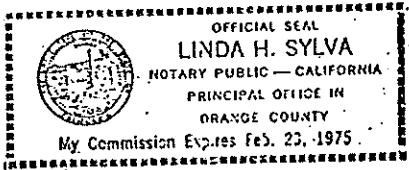
4 On April 28, 1973, before me, the undersigned, a
5 Notary Public in and for said State, personally appeared _____
6 Verl L. Trower, Al Twidwell, Ray Ebbers, Brian E. Keenan, Frank J. Miskar
7 Jack R. Deeter, Leo L. Larkin, Michael J. Stafford, Lindalee Gwinn, Chris Roberts,
8 P. Bartlomain, Terry L. Hughes.

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15 _____

16 known to me to be the persons whose names are subscribed to the
17 within instrument and acknowledged that they executed the same.

18
19 WITNESS my hand and official seal.

20 Linda H. Sylva
21 Linda H. Sylva
22 Name (Typed or Printed)



STEPHENS, JONES, LA FEVER & SMITH
800 WILSHIRE BLVD. - ELEVENTH FLOOR
LOS ANGELES 90017

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1 STATE OF CALIFORNIA)
2 COUNTY OF ORANGE) ss.

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4 On April 30, 1973, before me, the undersigned, a
5 Notary Public in and for said State, personally appeared _____
6 Frank G. Andres, Stanely A. Daggett

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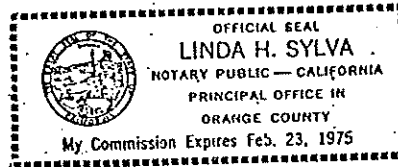
16 known to me to be the persons whose names are subscribed to the
17 within instrument and acknowledged that they executed the same.

18
19 WITNESS my hand and official seal.

20 *Linda H. Sylva*

Linda H. Sylva

21 _____
22 Name (Typed or Printed)



1 STATE OF CALIFORNIA)
2 COUNTY OF ORANGE) ss.
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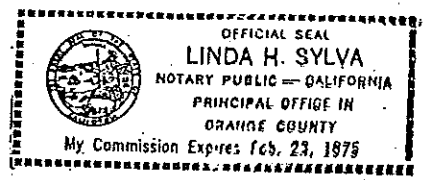
4 On May 3, 1973, before me, the undersigned, a
5 Notary Public in and for said State, personally appeared _____
6 Maurice D. Buchen, Mary Jane Barnes, R. H. Wilson (Mrs.),
7 Donna D. Gwaltney, Lucille E. Logan,
8 Dorothy E. Hodges, L. E. Webber, Mary C. Sokol, Henry L. Dietze,
9 Edward Bieschke,

10 _____
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15 _____

16 known to me to be the persons whose names are subscribed to the
17 within instrument and acknowledged that they executed the same.

18
19 WITNESS my hand and official seal.

20 Linda H. Sylva
21 Linda H. Sylva
22 Name (Typed or Printed)



STEPHENS, JONES, LA FEYER & SMITH
800 WILSHIRE BLVD. - ELEVENTH FLOOR
LOS ANGELES 90017

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1 STATE OF CALIFORNIA)
2 COUNTY OF ORANGE) ss.

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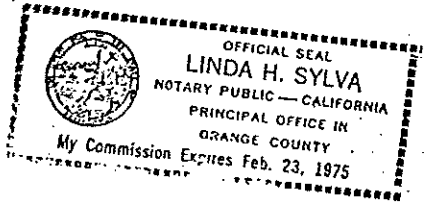
3
4 On May 6, 1973, before me, the undersigned, a
5 Notary Public in and for said State, personally appeared _____
6 Douglas Calvet, John Gaulding, Rieko Rea
7 J. E. Cressman, Yvette Kratz,
8 Lee E. Horner, Elayne J. Manago, Marie L. Gibson, G. M. Penketh,
9 S. E. Schulz, Russell L. Flynn, Jean H. Conn, J. E. Bonacci,
10 Anthony H. Ransford, Michael R. Rogers, Billy J. Oakley,
11 William T. McCulloch, Bernice E. McCann, Edna Lucille Prentice,
12 Kitt Doerr, Frank Flynn.

13 _____
14 _____
15 _____

16 known to me to be the persons whose names are subscribed to the
17 within instrument and acknowledged that they executed the same.

18
19 WITNESS my hand and official seal.

20 Linda H. Sylva
21 Linda H. Sylva
22 Name (Typed or Printed)



STEPHENS, JONES, LA FEVER & SMITH
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