



Charter Point

COMMUNITY ASSOCIATION
P.O. BOX 4005 TUSTIN, CA. 92781

DECLARATION of
COVENANTS and RESTRICTIONS

TRACT NO. 8797
ORIGINAL RESTRICTIONS RECORDED DECEMBER 17, 1974
IN BOOK 11306, PAGE 678, U. R.

DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS

TRACT NO. 8797

ORANGE COUNTY, CALIFORNIA

THIS DECLARATION, MADE THIS 13 DAY OF DECEMBER, 1974, BY CHARTER DEVELOPMENT CORPORATION, A CALIFORNIA CORPORATION, HEREINAFTER REFERRED TO AS "DECLARANT":

WITNESSETH:

WHEREAS DECLARANT IS THE OWNER OF THE REAL PROPERTY IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, DESCRIBED AS:

LOTS 1 THROUGH 21, INCLUSIVE OF TRACT NO. 8797, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 350 PAGES 38 THRU 42, INCLUSIVE, OF MISCELLANEOUS MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

WHEREAS, DECLARANT HAS DEEMED IT DESIRABLE TO IMPOSE A GENERAL PLAN FOR THE IMPROVEMENT AND DEVELOPMENT OF SAID TRACT AND ALL OF THE PROPERTY DESCRIBED HEREIN AND THE ADOPTION AND ESTABLISHMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS UPON SAID REAL PROPERTY AND EACH AND EVERY LOT AND PORTION THEREOF AND UPON THE USE, OCCUPANCY AND ENJOYMENT THEREOF, ALL FOR THE PURPOSE OF ENHANCING AND PROTECTING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF SAID TRACT; AND

WHEREAS, DECLARANT HAS DEEMED IT DESIRABLE FOR THE EFFICIENT PRESERVATION OF THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF SAID TRACT AND ANY ADDITIONAL PROPERTY WHICH MAY BE ANNEXED THERETO, PURSUANT TO THE PROVISIONS OF THIS DECLARATION, TO CREATE A CORPORATION TO WHICH SHOULD BE DELEGATED AND ASSIGNED THE POWERS OF MAINTAINING THE LANDSCAPING AND DRAINAGE FACILITIES OVER DESIGNATED SLOPES WITHIN THE PROPERTY, ADMINISTERING AND ENFORCING THESE COVENANTS, CONDITIONS AND RESTRICTIONS AND COLLECTING AND DISBURSING FUNDS PURSUANT TO THE ASSESSMENT AND CHARGES HEREINAFTER CREATED AND REFERRED TO; AND

WHEREAS, CHARTER POINT COMMUNITY ASSOCIATION, INC., A NON-PROFIT CORPORATION WILL BE INCORPORATED UNDER THE LAWS OF THE STATE OF CALIFORNIA FOR THE PURPOSE OF EXERCISING THE POWERS AND FUNCTIONS AFORESAID; AND

WHEREAS DECLARANT WILL CONVEY TITLE TO ALL OF SAID LOTS IN SAID TRACT SUBJECT TO CERTAIN PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS HEREINAFTER SET FORTH:

NOW THEREFORE, DECLARANT HEREBY COVENANTS, AGREES AND DECLARES THAT ALL OF SAID LOTS AND PROPERTY DESCRIBED ABOVE AND SUCH ADDITIONS THERETO AS MAY HEREAFTER BE MADE SHALL BE HELD, SOLD AND CONVEYED SUBJECT TO THE FOLLOWING COVENANTS, CONDITIONS AND RESTRICTIONS AND EASEMENTS WHICH ARE HEREBY DECLARED TO BE FOR THE BENEFIT OF THE WHOLE TRACT AND ALL OF THE PROPERTY DESCRIBED HEREIN AND THE OWNERS THEREOF, THEIR SUCCESSORS AND ASSIGNS. THESE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS SHALL RUN WITH THE SAID REAL PROPERTY AND SHALL BE BINDING ON ALL PARTIES HAVING OR ACQUIRING ANY RIGHT, TITLE OR INTEREST IN THE DESCRIBED REAL PROPERTY OR ANY PART THEREOF AND SHALL INURE TO THE BENEFIT OF EACH OWNER THEREOF AND ARE IMPOSED UPON SAID REAL PROPERTY AND EVERY PART THEREOF AS A SERVITUDE IN FAVOR EACH AND EVERY PARCEL THEREOF AS THE DOMINANT TENEMENT OR TENEMENTS.

ARTICLE I
DEFINITIONS

THE FOLLOWING TERMS USED IN THESE COVENANTS, CONDITIONS AND RESTRICTIONS SHALL BE APPLICABLE TO THIS DECLARATION AND ALSO TO ANY SUPPLEMENTAL DECLARATION RECORDED, AND ARE DEFINED AS FOLLOWS:

SECTION 1. "ASSOCIATION" SHALL MEAN AND REFER TO CHARTER POINT COMMUNITY ASSOCIATION, INC., A NON-PROFIT CORPORATION INCORPORATED UNDER THE LAWS OF THE STATE OF CALIFORNIA, ITS SUCCESSORS AND ASSIGNS.

SECTION 2. "PROPERTY" SHALL MEAN AND REFER TO ALL OF THE REAL PROPERTY DESCRIBED IN THE PREAMBLE HEREOF AND SUCH ANNEXATIONS THERETO AS MAY BE HEREAFTER BROUGHT WITHIN THE JURISDICTION OF THE ASSOCIATION PURSUANT TO THE TERMS HEREOF.

SECTION 3. "LOT" SHALL MEAN AND REFER TO THE RECORDED LOT WITHIN THE EXISTING PROPERTY OR ANY OTHER PROPERTIES ANNEXED PURSUANT TO THIS DECLARATION, BUT SHALL NOT INCLUDE DEDICATED STREETS OR ALLEYS WHICH HAVE BEEN DEDICATED TO AND ACCEPTED BY ANY GOVERNMENTAL AGENCY HAVING JURISDICTION IN THE MATTER. EVEN THOUGH A PERSON OR PERSONS SHALL OWN MORE THAN ONE RECORDED LOT WITHIN SAID TRACT, OR WITHIN ANY ADDITIONAL PROPERTY ANNEXED PURSUANT TO ARTICLE X OF THIS DECLARATION, AND SHALL CONSTRUCT A DWELLING ON MORE THAN ONE SUCH LOT, SUCH PERSON OR PERSONS SHALL BE SUBJECT TO THE OBLIGATIONS AND ENTITLED TO THE RIGHTS SET FORTH IN THIS DECLARATION WITH RESPECT TO EACH OF SUCH LOTS.

SECTION 4. "MEMBER" SHALL MEAN AND REFER TO EVERY PERSON OR ENTITY WHO HOLDS MEMBERSHIP IN THE ASSOCIATION.

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SECTION 5. "OWNER" SHALL MEAN AND REFER TO THE RECORD OWNER, WHETHER ONE OR MORE PERSONS OR ENTITIES, OF A FEE SIMPLE TITLE TO ANY LOT WHICH IS A PART OF THE PROPERTY, INCLUDING CONTRACT SELLERS, BUT EXCLUDING THOSE HAVING SUCH INTEREST MERELY AS SECURITY FOR THE PERFORMANCE OF AN OBLIGATION.

SECTION 6. "DECLARANT" SHALL MEAN AND REFER TO CHARTER DEVELOPMENT CORPORATION, A CALIFORNIA CORPORATION, ITS SUCCESSORS AND ASSIGNS.

SECTION 7. "DECLARATION" SHALL MEAN AND REFER TO THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS APPLICABLE TO THE PROPERTY AS RECORDED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF ORANGE, STATE OF CALIFORNIA.

SECTION 8. "DEED OF TRUST" SHALL MEAN THE CONVEYANCE OF ANY LOT OR PORTION OF THE PROPERTY TO SECURE THE PERFORMANCE OF AN OBLIGATION.

SECTION 9. "CONVEYANCE" SHALL MEAN AND REFER TO CONVEYANCE OF A FEE SIMPLE TITLE TO ANY LOT.

SECTION 10. "COMMUNITY SERVICES" SHALL INCLUDE ANY AND ALL OF THE PURPOSES NOW SET FORTH IN THE ARTICLES OF INCORPORATION THE ASSOCIATION, OR AS THE SAME MAY BE AMENDED HEREAFTER, INCLUDING, BUT NOT LIMITED TO, LANDSCAPING AND MAINTAINING THE LANDSCAPING OF DESIGNATED SLOPES AND PARKWAYS, TOGETHER WITH IRRIGATION SYSTEMS, CONTROLS AND DRAINAGE STRUCTURES PERTAINING THERETO, AS SHOWN ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

ARTICLE II MEMBERSHIP

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. THE TERMS AND PROVISIONS SET FORTH IN THIS DECLARATION, WHICH ARE BINDING UPON ALL OWNERS OF ALL LOTS AND ALL MEMBERS IN THE ASSOCIATION, ARE NOT EXCLUSIVE, AS THE MEMBER SHALL, IN ADDITION, BE SUBJECT TO THE TERMS AND PROVISIONS OF THE ARTICLES OF INCORPORATION AND THE BY-LAWS OF THE ASSOCIATION. THE FOREGOING IS NOT INTENDED TO INCLUDE PERSONS OR ENTITIES WHO HOLD AN INTEREST MERELY AS SECURITY FOR THE PERFORMANCE OF AN OBLIGATION. NO OWNER SHALL HAVE MORE THAN ONE MEMBERSHIP FOR EACH LOT WHICH SUCH OWNER HAS TITLE THERETO. MEMBERSHIP SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE FEE OWNERSHIP OF ANY LOT WHICH IS SUBJECT TO ASSESSMENT BY THE ASSOCIATION. OWNERSHIP OF SUCH LOT SHALL BE THE SOLE QUALIFICATION FOR MEMBERSHIP.

SECTION 2. TRANSFER. THE MEMBERSHIP HELD BY ANY OWNER OF A LOT SHALL NOT BE TRANSFERRED, PLEDGED OR ALIENATED IN ANY WAY, EXCEPT UPON THE SALE OR ENCUMBRANCE OF SUCH LOT, AND THEN ONLY TO THE PURCHASER OR DEED OF TRUST HOLDER OF SUCH LOT. ANY ATTEMPT TO MAKE A PROHIBITED TRANSFER IS VOID, AND WILL NOT BE REFLECTED UPON THE BOOKS AND RECORDS OF THE ASSOCIATION. IN THE EVENT THE OWNER OF ANY LOT SHOULD FAIL OR REFUSE TO TRANSFER THE MEMBERSHIP REGISTERED IN HIS NAME TO THE PURCHASER OF SUCH LOT, THE ASSOCIATION SHALL HAVE THE RIGHT TO RECORD THE TRANSFER UPON THE BOOKS OF THE ASSOCIATION.

SECTION 3. VOTING RIGHTS. THE ASSOCIATION SHALL HAVE TWO (2) CLASSES OF VOTING MEMBERSHIP:

CLASS A. CLASS A MEMBERS SHALL BE ALL THOSE OWNERS AS DEFINED IN SECTION 1 ABOVE WITH THE EXCEPTION OF THE DECLARANT. CLASS A MEMBERS SHALL BE ENTITLED TO ONE (1) VOTE FOR EACH LOT IN WHICH THEY HOLD THE INTEREST REQUIRED FOR MEMBERSHIP BY SECTION 1. WHEN MORE THAN ONE PERSON HOLDS SUCH INTEREST IN ANY LOT, ALL SUCH PERSONS SHALL BE MEMBERS. THE VOTE FOR SUCH LOT SHALL BE EXERCISED AS THEY AMONG THEMSELVES DETERMINE, BUT IN NO EVENT SHALL MORE THAN ONE (1) VOTE BE CAST WITH RESPECT TO ANY LOT.

CLASS B. THE CLASS B MEMBER SHALL BE DECLARANT. THE CLASS B MEMBER SHALL BE ENTITLED TO THREE (3) 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 BE CONVERTED TO CLASS A MEMBERSHIP ON THE HAPPENING OF EITHER OF THE FOLLOWING EVENTS, WHICHEVER OCCURS EARLIER:

- (A) WHEN THE TOTAL VOTES OUTSTANDING IN THE CLASS A MEMBERSHIP EQUAL THE TOTAL VOTES IN THE CLASS B MEMBERSHIP, OR
- (B) ON DECEMBER 31, 1977.

ALL VOTING RIGHTS SHALL BE SUBJECT TO THE RESTRICTIONS AND LIMITATIONS PROVIDED HEREIN AND IN THE ARTICLES AND BY-LAWS OF THE ASSOCIATION.

ARTICLE III COVENANTS FOR MAINTENANCE ASSESSMENTS

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. THE DECLARANT, FOR EACH LOT OWNED BY IT WITHIN TRACT NO. 8797 HEREBY COVENANTS AND AGREES TO PAY, AND EACH OWNER OF ANY LOT IN SAID TRACT OR IN THE TRACTS OR IN THE LOTS IN THE ADDITIONAL PROPERTIES WHICH BECOME SUBJECT TO THE JURISDICTION OF THE ASSOCIATION, BY ACCEPTANCE OF A DEED THEREFOR, WHETHER OR NOT IT SHALL BE SO EXPRESSED IN ANY SUCH DEED OR OTHER CONVEYANCE IS DEEMED TO COVENANT AND AGREE TO PAY THE ASSOCIATION: (1) REGULAR ASSESSMENTS OR CHARGES, AND (2) SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS, SUCH ASSESSMENTS TO BE FIXED, ESTABLISHED AND COLLECTED FROM TIME TO TIME AS HEREINAFTER PROVIDED. THE REGULAR AND SPECIAL ASSESSMENTS,

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TOGETHER WITH SUCH INTEREST THEREON AND COSTS OF COLLECTION THEREOF AS HEREINAFTER PROVIDED, SHALL BE A CHARGE ON THE LAND AND SHALL BE A CONTINUING LIEN UPON THE LOT AGAINST WHICH EACH SUCH ASSESSMENT IS MADE. EACH SUCH ASSESSMENT, TOGETHER WITH SUCH INTEREST, COST AND REASONABLE ATTORNEYS' FEES, SHALL ALSO BE THE PERSONAL OBLIGATION OF THE PERSON WHO WAS THE OWNER OF SUCH PROPERTY AT THE TIME WHEN THE ASSESSMENT FELL DUE. THE PERSONAL OBLIGATION SHALL NOT PASS TO HIS SUCCESSORS IN TITLE UNLESS EXPRESSLY ASSUMED BY THEM.

SECTION 2. PURPOSE OF ASSESSMENTS. THE ASSESSMENTS LEVIED BY THE ASSOCIATION SHALL BE USED EXCLUSIVELY FOR THE PURPOSE OF PROMOTING THE SAFETY AND WELFARE OF THE MEMBERS OF THE ASSOCIATION AND, IN PARTICULAR, FOR THE IMPROVEMENT AND MAINTENANCE OF THE PROPERTY, SERVICES, AND FACILITIES DEVOTED TO THIS PURPOSE.

SECTION 3. REGULAR ASSESSMENTS. THE AMOUNT AND TIME OF PAYMENT OF REGULAR ASSESSMENTS SHALL BE DETERMINED BY THE BOARD OF DIRECTORS OF THE ASSOCIATION PURSUANT TO THE ARTICLES OF INCORPORATION AND BY-LAWS OF SAID ASSOCIATION AFTER GIVING DUE CONSIDERATION TO THE CURRENT MAINTENANCE COSTS AND FUTURE NEEDS OF THE ASSOCIATION. WRITTEN NOTICE OF THE AMOUNT OF AN ASSESSMENT, REGULAR OR SPECIAL, SHALL BE SENT TO EVERY OWNER, AND THE DUE DATE FOR THE PAYMENT OF SAME SHALL BE SET FORTH IN SAID NOTICE.

SECTION 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. IN ADDITION TO THE REGULAR ASSESSMENTS, THE ASSOCIATION MAY LEVY IN ANY CALENDAR YEAR, A SPECIAL ASSESSMENT APPLICABLE TO THAT YEAR ONLY, FOR THE PURPOSE OF DEPRAYING, IN WHOLE OR IN PART, THE COST OF ANY CONSTRUCTION OR RECONSTRUCTION, UNEXPECTED REPAIR OR REPLACEMENT OF A DESCRIBED CAPITAL IMPROVEMENT UPON THE SLOPES OR PARKWAYS MAINTAINED BY THE ASSOCIATION, INCLUDING THE NECESSARY FIXTURES AND PERSONAL PROPERTY RELATED THERETO, PROVIDED THAT ANY SUCH ASSESSMENT SHALL HAVE THE ASSENT OF TWO-THIRDS OF THE VOTES OF THE MEMBERS (EXCLUDING THE VOTING POWER OF DECLARANT) WHO ARE VOTING IN PERSON OR BY PROXY AT A MEETING DULY CALLED FOR THIS PURPOSE, WRITTEN NOTICE OF WHICH SHALL BE SENT TO ALL MEMBERS NOT LESS THAN THIRTY (30) DAYS NOR MORE THAN SIXTY (60) DAYS IN ADVANCE OF THE MEETING, SETTING FORTH THE PURPOSE OF THE MEETING.

SECTION 5. UNIFORM RATE OF ASSESSMENT. BOTH REGULAR AND SPECIAL ASSESSMENTS SHALL BE FIXED AT A UNIFORM RATE FOR ALL LOTS AND MAY BE COLLECTED ON A MONTHLY BASIS.

SECTION 6. DATE OF COMMENCEMENT OF REGULAR ASSESSMENTS AND FIXING THEREOF. THE REGULAR ASSESSMENTS PROVIDED FOR HEREIN SHALL COMMENCE AS TO EACH LOT IN TRACT NO. 8797 ON THE FIRST DAY OF THE MONTH FOLLOWING THE FILING OF THE NOTICE OF COMPLETION FOR THAT PARTICULAR LOT. PROVIDED, HOWEVER, THAT THE ASSOCIATION BY A MAJORITY VOTE OF ITS BOARD OF DIRECTORS, MAY EXTEND THE COMMENCEMENT DATE OF REGULAR ASSESSMENTS TO A TIME NOT LATER THAN TWO (2) MONTHS FOLLOWING THE COMPLETION OF ALL IMPROVEMENTS AND LANDSCAPING OF THE SLOPES AND PARKWAYS TO BE MAINTAINED BY THE ASSOCIATION, OR TWO (2) MONTHS FROM THE DATE OF THE CONVEYANCE OF THE FIRST LOT WITHIN TRACT NO. 8797, WHICHEVER IS LATER, IF DECLARANT, BY A WRITTEN AGREEMENT WITH THE ASSOCIATION, COMMITS TO MAINTAIN SAID SLOPES AND PARKWAYS UNTIL SUCH EXTENDED DATE. REGULAR ASSESSMENTS FOR EACH LOT WITHIN THE ADDITIONAL PROPERTIES ANNEXED PURSUANT TO THE PROVISIONS OF THIS DECLARATION SHALL COMMENCE FOR EACH LOT ON THE FIRST OF THE MONTH FOLLOWING THE FILING OF THE NOTICE OF COMPLETION FOR THAT PARTICULAR LOT.

SECTION 7. CERTIFICATE OF PAYMENT. THE ASSOCIATION SHALL, UPON DEMAND, FURNISH TO ANY OWNER LIABLE FOR SAID ASSESSMENT, A CERTIFICATE IN WRITING SIGNED BY AN OFFICER OF THE ASSOCIATION, SETTING FORTH WHETHER THE REGULAR AND SPECIAL ASSESSMENTS ON A SPECIFIED LOT HAVE BEEN PAID, AND THE AMOUNT OF THE DELINQUENCY, IF ANY. A REASONABLE CHARGE MAY BE MADE BY THE BOARD FOR THE ISSUANCE OF THESE CERTIFICATES. SUCH CERTIFICATE SHALL BE CONCLUSIVE EVIDENCE OF PAYMENT OF ANY ASSESSMENT THEREIN STATED TO HAVE BEEN PAID.

SECTION 8. EXEMPT PROPERTY. THE FOLLOWING PROPERTY SUBJECT TO THIS DECLARATION SHALL BE EXEMPT FROM THE ASSESSMENTS CREATED HEREIN: (A) ALL PROPERTIES DEDICATED TO AND ACCEPTED BY A LOCAL PUBLIC AUTHORITY; AND (B) ALL PROPERTIES OWNED BY A CHARITABLE OR NON-PROFIT ORGANIZATION EXEMPT FROM TAXATION BY THE LAWS OF THE STATE OF CALIFORNIA. HOWEVER, NO LAND OR IMPROVEMENTS DEVOTED TO DWELLING USE SHALL BE EXEMPT FROM SAID ASSESSMENTS.

SECTION 9. WAIVER OF USE. NO MEMBER MAY EXEMPT HIMSELF FROM PERSONAL LIABILITY FOR ASSESSMENTS DULY LEVIED BY THE ASSOCIATION, NOR RELEASE THE LOT OWNED BY HIM FROM THE LIENS AND CHARGES HEREOF, BY ABANDONMENT OF HIS LOT.

ARTICLE IV NON-PAYMENT OF ASSESSMENTS

SECTION 1. DELINQUENCY. ANY ASSESSMENT PROVIDED FOR IN THIS DECLARATION, WHICH IS NOT PAID WHEN DUE, SHALL BE DELINQUENT. WITH RESPECT TO EACH ASSESSMENT NOT PAID WITHIN FIFTEEN (15) DAYS AFTER ITS DUE DATE, THE ASSOCIATION MAY, AT ITS ELECTION, REQUIRE THE OWNER TO PAY A "LATE CHARGE" IN A SUM TO BE DETERMINED BY THE ASSOCIATION, BUT NOT TO EXCEED \$10.00 PER EACH DELINQUENT ASSESSMENT. IF ANY SUCH ASSESSMENT IS NOT PAID WITHIN THIRTY (30) DAYS AFTER THE DELINQUENCY DATE, THE ASSESSMENT SHALL BEAR INTEREST FROM THE DATE OF DELINQUENCY AT THE RATE OF 9% PER ANNUM, AND THE ASSOCIATION MAY, AT ITS OPTION, BRING AN ACTION AT LAW AGAINST THE OWNER PERSONALLY OBLIGATED TO PAY THE SAME, OR UPON COMPLIANCE WITH THE NOTICE PROVISIONS SET FORTH IN SECTION 2 HEREOF, TO FORECLOSE THE LIEN (PROVIDED FOR IN SECTION 1 OF ARTICLE IV HEREOF) AGAINST THE LOT AND THERE SHALL BE ADDED TO THE AMOUNT OF SUCH ASSESSMENT THE LATE CHARGE, THE COSTS OF PREPARING AND FILING THE COMPLAINT IN SUCH ACTION, AND IN THE EVENT A JUDGMENT IS OBTAINED, SUCH JUDGMENT SHALL INCLUDE SAID INTEREST AND REASONABLE ATTORNEY'S FEES, TOGETHER WITH THE COSTS OF ACTION. EACH OWNER VESTS IN THE ASSOCIATION OR ITS ASSIGNS,

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THE RIGHT AND POWER TO BRING ALL ACTIONS AT LAW OR LIEN FORECLOSURE AGAINST SUCH OWNER OR OTHER OWNERS FOR THE COLLECTION OF SUCH DELINQUENT ASSESSMENTS.

SECTION 2. NOTICE OF LIEN. NO ACTION SHALL BE BROUGHT TO FORECLOSE SAID ASSESSMENT LIEN OR TO PROCEED UNDER THE POWER OF SALE HEREIN PROVIDED LESS THAN THIRTY (30) DAYS AFTER THE DATE A NOTICE OF CLAIM OF LIEN IS DEPOSITED IN THE UNITED STATES MAIL, CERTIFIED OR REGISTERED, POSTAGE PREPAID, TO THE OWNER OF SAID LOT, AND A COPY THEREOF IS RECORDED BY THE ASSOCIATION IN THE OFFICE OF THE COUNTY RECORDER IN WHICH THE PROPERTY IS LOCATED; SAID NOTICE OF CLAIM MUST RECITE A GOOD AND SUFFICIENT LEGAL DESCRIPTION OF ANY SUCH LOT, THE RECORD OWNER OR REPUTED OWNER THEREOF, THE AMOUNT CLAIMED (WHICH SHALL INCLUDE INTEREST ON THE UNPAID ASSESSMENT AT THE RATE OF 9% PER ANNUM, PLUS REASONABLE ATTORNEYS' FEES AND EXPENSES OF COLLECTION IN CONNECTION WITH THE DEBT SECURED BY SAID LIEN), AND THE NAME AND ADDRESS OF THE CLAIMANT.

SECTION 3. FORECLOSURE SALE. ANY SUCH SALE PROVIDED FOR ABOVE IS TO BE CONDUCTED IN ACCORDANCE WITH THE PROVISIONS OF SECTIONS 2924, 2924B AND 2924C OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, APPLICABLE TO THE EXERCISE OF POWERS OF SALE IN MORTGAGES AND DEEDS OF TRUST, OR IN ANY OTHER MANNER PERMITTED OR PROVIDED BY LAW. THE ASSOCIATION, THROUGH ITS DULY AUTHORIZED AGENTS, SHALL HAVE THE POWER TO BID ON THE LOT AT FORECLOSURE SALE, AND TO ACQUIRE AND HOLD, LEASE, MORTGAGE AND CONVEY THE SAME.

SECTION 4. CURING OF DEFAULT. UPON TIMELY CURING OF ANY DEFAULT FOR WHICH A NOTICE OF CLAIM OF LIEN WAS FILED BY THE ASSOCIATION, THE OFFICERS OF THE ASSOCIATION ARE HEREBY AUTHORIZED TO FILE OR RECORD, AS THE CASE MAY BE, AN APPROPRIATE RELEASE OF SUCH NOTICE, UPON PAYMENT BY THE DEFAULTING OWNER OF A FEE, TO BE DETERMINED BY THE ASSOCIATION, BUT NOT TO EXCEED \$25.00 TO COVER THE COSTS OF PREPARING AND FILING OR RECORDING SUCH RELEASE, TOGETHER WITH THE PAYMENT OF SUCH OTHER COSTS, INTEREST OR FEES AS SHALL HAVE BEEN INCURRED.

SECTION 5. CUMULATIVE REMEDIES. THE ASSESSMENT LIEN AND THE RIGHTS TO FORECLOSURE AND SALE THEREUNDER SHALL BE IN ADDITION TO AND NOT IN SUBSTITUTION FOR ALL OTHER RIGHTS AND REMEDIES WHICH THE ASSOCIATION AND ITS ASSIGNS MAY HAVE HEREUNDER AND BY LAW, INCLUDING A SUIT TO RECOVER A MONEY JUDGMENT FOR UNPAID ASSESSMENTS, AS ABOVE PROVIDED.

SECTION 6. SUBORDINATION OF ASSESSMENT LIENS. IF ANY LOT SUBJECT TO A MONETARY LIEN CREATED BY ANY PROVISION HEREOF SHALL BE SUBJECT TO THE LIEN OF A DEED OF TRUST: (1) THE FORECLOSURE OF ANY LIEN CREATED BY ANYTHING SET FORTH IN THIS DECLARATION SHALL NOT OPERATE TO AFFECT OR IMPAIR THE LIEN OF SUCH DEED OF TRUST AND (2) THE FORECLOSURE OF THE LIEN OF A DEED OF TRUST OR THE ACCEPTANCE OF A DEED IN LIEU OF FORECLOSURE OF THE DEED OF TRUST SHALL NOT OPERATE TO AFFECT OR IMPAIR THE LIEN HEREOF, EXCEPT THAT THE LIEN HEREOF FOR SAID CHARGES AS SHALL HAVE ACCRUED UP TO THE FORECLOSURE OR THE ACCEPTANCE OF THE DEED IN LIEU OF FORECLOSURE SHALL BE SUBORDINATE TO THE LIEN OF THE DEED OF TRUST, WITH THE FORECLOSURE-PURCHASER OR DEED-IN-LIEU-GRANTEE TAKING TITLE FREE OF THE LIEN HEREOF FOR ALL SAID CHARGES THAT HAVE ACCRUED UP TO THE TIME OF THE FORECLOSURE OR DEED GIVEN IN LIEU OF FORECLOSURE, BUT SUBJECT TO THE LIEN HEREOF FOR ALL SAID CHARGES THAT SHALL ACCRUE SUBSEQUENT TO THE FORECLOSURE OR DEED GIVEN IN LIEU OF FORECLOSURE.

ARTICLE V ARCHITECTURAL CONTROL

SECTION 1. ARCHITECTURAL APPROVAL. NO BUILDING, FENCE, WALL, OR OTHER STRUCTURE SHALL BE COMMENCED, ERECTED OR MAINTAINED UPON THE PROPERTIES, NOR SHALL ANY EXTERIOR ADDITION TO OR CHANGE OR ALTERATION THEREIN, INCLUDING PATIO COVERS AND ANTENNAS, BE MADE UNTIL THE PLANS AND SPECIFICATIONS SHOWING THE NATURE, KIND, SHAPE, HEIGHT, MATERIALS AND LOCATION OF THE SAME SHALL HAVE BEEN SUBMITTED TO AND APPROVED IN WRITING AS TO HARMONY OF EXTERNAL DESIGN AND LOCATION IN RELATION TO SURROUNDING STRUCTURES AND TOPOGRAPHY BY THE ARCHITECTURAL COMMITTEE PROVIDED IN SECTION 3 HEREOF. IN THE EVENT SAID COMMITTEE, OR ITS DESIGNATED REPRESENTATIVES, FAILS TO APPROVE OR DISAPPROVE SUCH DESIGN AND LOCATIONS WITHIN THIRTY (30) DAYS AFTER SAID PLANS AND SPECIFICATIONS HAVE BEEN SUBMITTED TO IT, APPROVAL WILL NOT BE REQUIRED, AND THIS ARTICLE WILL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH.

SECTION 2. LANDSCAPING APPROVAL. NO TREES, SHRUBS, OR PLANTS, WHICH AT MATURITY, AND WITHOUT CLIPPING OR PRUNING THEREOF, AND WHERESOEVER LOCATED ON SAID LOT, WOULD EXTEND IN HEIGHT NINE (9) FEET SHALL BE PLANTED OR EMPLACED UNTIL THE PLANS AND SPECIFICATIONS FOR THE PLACEMENT OF ANY SUCH TREES, BUSHES, SHRUBS OR PLANTS HAVE BEEN SUBMITTED TO AND APPROVED IN WRITING BY THE ARCHITECTURAL COMMITTEE PROVIDED FOR IN SECTION 3 HEREOF AS TO THE PRESERVATION OF THE NATURAL VIEW AND AESTHETIC BEAUTY WHICH EACH LOT IS INTENDED TO ENJOY. SAID PLANS AS SUBMITTED SHALL SHOW IN DETAIL THE PROPOSED ELEVATIONS AND LOCATIONS OF SAID TREES, BUSHES, SHRUBS OR PLANTS, INCLUDING THE LOCATION AND ELEVATION OF SAME IN RELATION TO ALL OTHER LOTS SUBJECT TO THESE RESTRICTIONS. APPROVAL OF SAID PLANS BY THE ARCHITECTURAL COMMITTEE MAY BE WITHHELD IF IN THE REASONABLE OPINION OF THE COMMITTEE THE VIEW OF ANY LOT WOULD BE IMPEDED BY THE LOCATION OF SUCH TREE, BUSH, SHRUB OR PLANT, OR IN ANY OTHER MANNER. IN ANY EVENT, THE ARCHITECTURAL COMMITTEE SHALL HAVE THE RIGHT TO REQUIRE ANY MEMBER TO REMOVE, TRIM, TOP, OR PRUNE ANY TREE, OR SHRUB, WHICH IN THE REASONABLE BELIEF OF THE ARCHITECTURAL COMMITTEE IMPEDES OR DISTRACTS FROM THE VIEW OF ANY LOT, OR OVERHANGS ONTO THE ADJOINING LOT.

SECTION 3. APPOINTMENT OF ARCHITECTURAL COMMITTEE. THE DECLARANT SHALL INITIALLY APPOINT THE ARCHITECTURAL COMMITTEE, CONSISTING OF NOT LESS THAN THREE (3) MEMBERS, WHO SHALL REMAIN IN OFFICE UNTIL: (A) FIVE (5) YEARS FROM THE DATE OF RECORDING OF THIS DECLARATION; OR (B) NINETY PERCENT (90%) OF THE LOTS IN TRACT 8797 AND THE LOTS IN TRACTS ANNEXED HERETO, PURSUANT TO SECTION 1 OF ARTICLE X HEREOF, HAVE BEEN CONVEYED, WHICHEVER SHALL FIRST OCCUR. FROM AND AFTER SUCH TIME OR EVENT, AS THE CASE MAY BE, THE ARCHITECTURAL COMMITTEE SHALL BE APPOINTED BY THE BOARD OF DIRECTORS OF THE ASSOCIATION AND SHALL BE COMPOSED OF THREE (3) OR MORE REPRESENTATIVES WHO NEED NOT BE MEMBERS OF THE ASSOCIATION. IN THE EVENT OF THE DEATH OR RESIGNATION OF ANY MEMBER OF THE COMMITTEE PRIOR TO THE TIME WHEN THE BOARD OF DIRECTORS OF THE ASSOCIATION IS VESTED WITH AUTHORITY, THE DECLARANT SHALL HAVE THE RIGHT TO APPOINT SUCH MEMBER'S SUCCESSOR.

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SECTION 4. ARCHITECTURAL FEE. THE ARCHITECTURAL COMMITTEE MAY CHARGE AND COLLECT A REASONABLE FEE FOR THE EXAMINATION OF ANY PLANS AND SPECIFICATIONS SUBMITTED FOR APPROVAL PURSUANT TO THIS ARTICLE V, PAYABLE AT THE TIME SUCH PLANS AND SPECIFICATIONS ARE SO SUBMITTED. THE AMOUNT OF SUCH FEE SHALL NOT EXCEED THE COST OF MAKING SUCH EXAMINATION, INCLUDING THE COST OF ANY ARCHITECT'S OR ENGINEER'S FEES INCURRED IN CONNECTION THEREWITH.

SECTION 5. GENERAL PROVISIONS. THE MEMBERS OF SUCH COMMITTEE SHALL NOT BE ENTITLED TO ANY COMPENSATION FOR SERVICES PERFORMED PURSUANT TO THIS COVENANT. THE POWERS AND DUTIES OF SUCH COMMITTEE SHALL CEASE ON AND AFTER FORTY (40) YEARS FROM THE DATE OF THE RECORDING OF THIS DECLARATION. THEREAFTER, THE APPROVAL DESCRIBED IN THIS COVENANT SHALL NOT BE REQUIRED UNLESS, PRIOR TO SAID DATE AND EFFECTIVE THEREON, A WRITTEN INSTRUMENT SHALL BE EXECUTED AND DULY RECORDED BY THE THEN RECORD OWNERS OF A MAJORITY OF THE LOTS APPOINTING A REPRESENTATIVE OR REPRESENTATIVES WHO SHALL THEREAFTER EXERCISE THE SAME POWERS PREVIOUSLY EXERCISED BY SAID COMMITTEE. SAID REPRESENTATIVES MAY BE THE MEMBERS OF THE BOARD OF DIRECTORS OF THE ASSOCIATION.

THE COMMITTEE, IN ITS DISCRETION, MAY PROMULGATE FROM TIME TO TIME STANDARDS AS TO LANDSCAPING, BUILDING, FENCES, WALLS OR OTHER STRUCTURES.

ARTICLE VI
DUTIES AND POWERS OF THE ASSOCIATION

SECTION 1. DUTIES AND POWERS. IN ADDITION TO THE DUTIES AND POWERS ENUMERATED IN ITS ARTICLES OF INCORPORATION AND BY-LAWS, OR ELSEWHERE PROVIDED FOR HEREIN, AND WITHOUT LIMITING THE GENERALITY THEREOF, THE ASSOCIATION SHALL:

- (A) MAINTAIN, OWN AND OTHERWISE MANAGE ANY PROPERTY ACQUIRED BY THE ASSOCIATION.
- (B) PAY ANY REAL AND PERSONAL PROPERTY TAXES AND OTHER CHARGES ASSESSED AGAINST ANY PROPERTY ACQUIRED BY THE ASSOCIATION.
- (C) HAVE THE AUTHORITY TO OBTAIN, FOR THE BENEFIT OF THE PROPERTY MAINTAINED BY THE ASSOCIATION ALL WATER, GAS AND ELECTRIC SERVICES AND REFUSE COLLECTION.
- (D) MAINTAIN SUCH POLICY OR POLICIES OF INSURANCE AS THE BOARD OF DIRECTORS OF THE ASSOCIATION DEEM NECESSARY OR DESIRABLE IN FURTHERING THE PURPOSES OF AND PROTECTING THE INTERESTS OF THE ASSOCIATION AND ITS MEMBERS.
- (E) ESTABLISH UNIFORM RULES AND REGULATIONS PERTAINING TO THE USE OF THE PROPERTIES MAINTAINED BY THE ASSOCIATION.
- (F) HAVE THE RIGHT, IN ACCORDANCE WITH ITS ARTICLES AND BY-LAWS, TO BORROW MONEY FOR THE PURPOSE OF IMPROVING THE PROPERTIES MAINTAINED BY THE ASSOCIATION AND FACILITIES THERETO.
- (G) HAVE THE RIGHT TO SUSPEND THE VOTING RIGHTS OF A MEMBER FOR ANY PERIOD DURING WHICH ANY ASSESSMENT AGAINST HIS LOT REMAINS UNPAID AND DELINQUENT; AND FOR A PERIOD NOT TO EXCEED THIRTY (30) DAYS FOR ANY SINGLE INFRACTION OF THE RULES AND REGULATIONS OF THE ASSOCIATION, PROVIDED THAT ANY SUSPENSION OF SUCH VOTING RIGHTS, EXCEPT FOR FAILURE TO PAY ASSESSMENTS, SHALL BE MADE ONLY BY THE ASSOCIATION OR A DULY APPOINTED COMMITTEE THEREOF, AFTER NOTICE AND HEARING GIVEN AND HELD IN ACCORDANCE WITH THE BY-LAWS OF THE ASSOCIATION.
- (H) HAVE THE AUTHORITY TO EMPLOY A MANAGER OR OTHER PERSONS AND TO CONTRACT WITH INDEPENDENT CONTRACTORS OR MANAGING AGENTS TO PERFORM ALL OR ANY PART OF THE DUTIES AND RESPONSIBILITIES OF THE ASSOCIATION, PROVIDED THAT ANY CONTRACT WITH A PERSON OR FIRM APPOINTED AS A MANAGER OR MANAGING AGENT SHALL NOT BE FOR A LONGER PERIOD THAN ONE (1) YEAR, UNLESS IT IS APPROVED BY A MAJORITY OF THE MEMBERS.
- (I) HAVE THE POWER TO ESTABLISH AND MAINTAIN A WORKING CAPITAL AND CONTINGENCY FUND IN AN AMOUNT TO BE DETERMINED BY THE BOARD OF DIRECTORS OF THE ASSOCIATION.
- (J) HAVE THE DUTY TO LANDSCAPE AND MAINTAIN THE LANDSCAPING OF DESIGNATED SLOPES AND PARKWAYS, TOGETHER WITH IRRIGATION SYSTEMS, CONTROLS AND DRAINAGE STRUCTURES PERTAINING THERETO AS SET FORTH ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.
- (K) HAVE THE POWER AND DUTY TO ENFORCE THE PROVISIONS OF THIS DECLARATION BY APPROPRIATE MEANS, INCLUDING WITHOUT LIMITATION, THE EXPENDITURE OF FUNDS OF THE ASSOCIATION, THE EMPLOYMENT OF LEGAL COUNSEL AND THE COMMENCEMENT OF ACTIONS.

ARTICLE VII
EASEMENTS

SECTION 1. THE RIGHTS AND DUTIES OF THE OWNERS OF LOTS WITHIN THE PROPERTIES WITH RESPECT TO SANITARY SEWER AND WATER, ELECTRICITY, GAS AND TELEPHONE, CABLE TELEVISION LINES AND DRAINAGE FACILITIES SHALL BE GOVERNED BY THE FOLLOWING:

- (A) WHEREVER SANITARY SEWER HOUSE CONNECTIONS AND/OR WATER HOUSE CONNECTIONS OR ELECTRICITY, GAS OR TELEPHONE LINES, CABLE TELEVISION LINES OR DRAINAGE FACILITIES ARE INSTALLED WITHIN THE PROPERTY, WHICH CONNECTIONS, LINES OR FACILITIES, OR ANY PORTION THEREOF, LIE IN OR UPON LOTS OWNED BY OTHERS THAN THE OWNER OF A LOT SERVED BY SAID CONNECTIONS, THE OWNERS

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OF ANY LOT SERVED BY SAID CONNECTIONS, LINES OR FACILITIES SHALL HAVE THE RIGHT, AND ARE HEREBY GRANTED AN EASEMENT TO THE FULL EXTENT NECESSARY THEREFOR, TO ENTER UPON THE LOTS OR TO HAVE UTILITY COMPANIES ENTER UPON THE LOTS WITHIN THE PROPERTIES IN OR UPON WHICH SAID CONNECTIONS, LINES OR FACILITIES, OR ANY PORTION THEREOF LIE, TO REPAIR, REPLACE, AND GENERALLY MAINTAIN SAID CONNECTIONS AS AND WHEN THE SAME MAY BE NECESSARY AS SET FORTH BELOW.

(B) WHEREVER SANITARY SEWER HOUSE CONNECTIONS AND/OR WATER HOUSE CONNECTIONS OR ELECTRICITY, GAS, TELEPHONE OR CABLE TELEVISION LINES OR DRAINAGE FACILITIES ARE INSTALLED WITHIN THE PROPERTIES, WHICH CONNECTIONS SERVE MORE THAN ONE LOT, THE OWNER OF EACH LOT SERVED BY SAID CONNECTIONS SHALL BE ENTITLED TO THE FULL USE AND ENJOYMENT OF SUCH PORTIONS OF SAID CONNECTIONS AS SERVICE HIS LOT.

SECTION 2. EASEMENTS OVER THE PROPERTY FOR THE INSTALLATION AND MAINTENANCE OF ELECTRIC, TELEPHONE, CABLE TELEVISION, WATER, GAS AND SANITARY SEWER LINES AND DRAINAGE FACILITIES, AS SHOWN ON THE RECORDED TRACT MAP OF THE PROPERTY ARE HEREBY RESERVED BY DECLARANT, TOGETHER WITH THE RIGHT TO GRANT AND TRANSFER THE SAME.

SECTION 3. DECLARANT HEREBY RESERVES TO ITSELF, ITS SUCCESSORS AND ASSIGNS, AND AGREES THAT IT WILL GRANT TO THE ASSOCIATION, A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS FOR THE PURPOSES OF LANDSCAPING AND MAINTAINING THE LANDSCAPING OF CERTAIN SLOPES AND PARKWAYS, TOGETHER WITH IRRIGATION SYSTEMS, CONTROLS AND DRAINAGE STRUCTURES PERTAINING THERETO, ALL AS SHOWN AS SHADED ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

ARTICLE VIII USE RESTRICTIONS

SECTION 1. ALL LOTS IN THE TRACT, AND IN SUCH PROPERTY AS SHALL BE ANNEXED THERETO, SHALL BE KNOWN AND DESCRIBED AS RESIDENTIAL LOTS AND SHALL BE USED FOR NO PURPOSE OTHER THAN RESIDENTIAL PURPOSES. NO BUILDING SHALL BE ERECTED, ALTERED, PLACED OR PERMITTED TO REMAIN ON ANY SUCH RESIDENTIAL LOT OTHER THAN A BUILDING USED AS A SINGLE FAMILY DWELLING.

SECTION 2. NO PART OF THE PROPERTY SHALL EVER BE USED OR CAUSED TO BE USED OR ALLOWED OR AUTHORIZED IN ANY WAY, DIRECTLY OR INDIRECTLY, FOR ANY BUSINESS, COMMERCIAL, MANUFACTURING, MERCANTILE, STORING, VENDING OR OTHER SUCH NON-RESIDENTIAL PURPOSES, EXCEPT DECLARANT, ITS SUCCESSORS AND ASSIGNS MAY USE THE PROPERTY FOR A MODEL HOME SITE, AND DISPLAY AND SALES OFFICE DURING THE CONSTRUCTION AND SALES PERIOD.

SECTION 3. NO SIGN OR BILLBOARD OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY PORTION OF THE PROPERTY OR ANY LOT, EXCEPT ONE SIGN FOR EACH BUILDING SITE, OF NOT MORE THAN EIGHTEEN (18) INCHES BY THIRTY (30) INCHES, ADVERTISING THE PROPERTY FOR SALE OR RENT, OR EXCEPT SIGNS USED BY DECLARANT, ITS SUCCESSORS OR ASSIGNS, TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALES PERIOD.

SECTION 4. NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED ON UPON ANY LOT OR ANY PART OF THE PROPERTY, NOR SHALL ANYTHING BE DONE THEREOF WHICH MAY BE, OR MAY BECOME, AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD, OR WHICH SHALL IN ANY WAY INTERFERE WITH THE QUIET ENJOYMENT OF EACH OF THE OWNERS OF HIS RESPECTIVE DWELLING UNIT, OR WHICH SHALL IN ANY WAY INCREASE THE RATE OF INSURANCE.

SECTION 5. NO STRUCTURE OF A TEMPORARY CHARACTER, TRAILER, BASEMENT, TENT, SHACK, GARAGE, BARN OR OTHER OUT-BUILDING SHALL BE USED ON ANY LOT AT ANY TIME AS A RESIDENCE, EITHER TEMPORARILY OR PERMANENTLY. NO TRAILER, CAMPER, BOAT, COMMERCIAL VEHICLE, MOTORCYCLE OR OTHER SIMILAR EQUIPMENT SHALL BE PERMITTED TO REMAIN UPON ANY PROPERTY WITHIN THE PROPERTIES UNLESS PLACED OR MAINTAINED WITHIN AN ENCLOSED GARAGE. FURTHER, NO MAINTENANCE, REPAIR, REBUILDING, DISMANTLING, REPAINTING OR SERVICING OF ANY KIND MAY BE PERFORMED ON THE ABOVE WITH EXCEPTION OF NORMAL WASHING AND POLISHING INCIDENT AND NECESSARY TO SUCH EQUIPMENT.

SECTION 6. NO ANIMALS, LIVESTOCK, POULTRY, BEES OR OTHER INSECTS OF ANY KIND SHALL BE RAISED, BRED, OR KEPT ON ANY LOT, EXCEPT THAT DOGS, CATS OR OTHER HOUSEHOLD PETS MAY BE KEPT ON THE LOTS, PROVIDED THAT THEY ARE NOT KEPT, BRED OR MAINTAINED FOR ANY COMMERCIAL PURPOSE OR IN UNREASONABLE NUMBERS. NOTWITHSTANDING THE FOREGOING, NO ANIMALS OR POWL MAY BE KEPT ON THE PROPERTY WHICH RESULTS IN AN ANNOYANCE OR ARE OBNOXIOUS TO RESIDENTS IN THE VICINITY.

SECTION 7. IF ANY STRUCTURE SHALL BE ALTERED, ERECTED, PLACED OR MAINTAINED UPON ANY LOT OTHERWISE THAN IN ACCORDANCE WITH PLANS AND SPECIFICATIONS APPROVED BY THE ARCHITECTURAL COMMITTEE PURSUANT TO THE PROVISIONS IN ARTICLE V, SUCH ALTERATION, ERECTION AND MAINTENANCE SHALL BE DEEMED TO HAVE BEEN UNDERTAKEN IN VIOLATION OF ARTICLE V AND WITHOUT THE APPROVAL REQUIRED THEREIN. ANY APPROVED WORK OF CONSTRUCTION OR ALTERATION SHALL BE PROSECUTED DILIGENTLY TO COMPLETION IN ACCORDANCE WITH THE PLANS SO APPROVED, AND COMPLETED WITHIN TWELVE (12) MONTHS AFTER THE DATE OF SUCH APPROVAL. FAILURE TO SO COMPLETE SUCH WORK SHALL CAUSE SUCH APPROVAL TO BE AUTOMATICALLY WITHDRAWN, UNLESS THE ARCHITECTURAL COMMITTEE EXTENDS SUCH APPROVAL FOR A PERIOD OF NOT TO EXCEED SIX (6) MONTHS. AFTER SUCH AUTOMATIC WITHDRAWAL OF APPROVAL, THE STRUCTURE BEING CONSTRUCTED OR ALTERED SHALL NOT THEN OR THEREAFTER BE OCCUPIED OR PERMITTED TO REMAIN ON ANY LOT FOR A PERIOD LONGER THAN THREE (3) MONTHS. PROVIDED, HOWEVER, THAT ANY PREVENTION, DELAY OR STOPPAGE IN THE ALTERATION, ERECTION OR MAINTENANCE UNDERTAKEN DUE TO ACTS OF GOD, WAR, INABILITY TO OBTAIN LABOR OR MATERIALS OR REASONABLE SUBSTITUTES THEREFOR, OR GOVERNMENTAL REGULATIONS OR CONTROLS, SHALL EXTEND THE PROVISIONS OF THIS SECTION WITH RESPECT TO TIME FOR A PERIOD EQUAL TO ANY SUCH DELAY, PREVENTION, OR STOPPAGE, NOT TO EXCEED A PERIOD OF TWELVE (12) MONTHS.

SECTION 8. WITHIN NINETY (90) DAYS AFTER CONVEYANCE OF TITLE TO THE LOT, THE GRANTEE THEREOF SHALL PLANT LAWNS OR OTHERWISE LANDSCAPE THE PROPERTY, INCLUDING ANY PRIVATE SLOPES NOT MAINTAINED BY THE ASSOCIATION, WITHOUT IN ANY WAY IMPEDING THE PROPER DRAINAGE OF SUCH PROPERTY. THEREAFTER, SAID LANDSCAPING AND DRAINAGE SHALL BE MAINTAINED IN GOOD CONDITION. FURTHER, IN ORDER TO MAINTAIN THE BEAUTY OF THE AREA, NO WEEDS, RUBBISH, DEBRIS, OBJECTS OR MATERIALS OF ANY KIND, PLANTS OR SEEDS INFECTED WITH NOXIOUS INSECTS OR PLANT DISEASES, SHALL BE PLACED GROWN OR PERMITTED TO ACCUMULATE UPON

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ANY PORTION OF THE PROPERTY WHICH RENDERS SUCH PORTION OF THE PROPERTY UNSANITARY, UNSIGHTLY, OFFENSIVE, OR DETRIMENTAL TO ANY LOT IN THE VICINITY THEREOF, OR TO THE OCCUPANTS OF ANY SUCH LOT IN SUCH VICINITY. AS USED HEREIN, THE TERM "RUBBISH" SHALL NOT INCLUDE ORDINARY DOMESTIC REFUSE, PLACED IN A CONTAINER, IN A SUITABLE LOCATION, FOR THE PURPOSE OF USUAL PERIODIC DISPOSAL.

SECTION 9. NO OIL DRILLING, OIL DEVELOPMENT OPERATIONS, OIL REFINING, QUARRYING, OR MINING OPERATIONS OF ANY KIND SHALL BE PERMITTED UPON OR IN ANY LOT, NOR SHALL OIL WELLS, TANKS, TUNNELS, OR MINERAL EXCAVATIONS OR SHAFTS BE PERMITTED UPON THE SURFACE OF ANY LOT OR WITHIN FIVE HUNDRED (500) FEET BELOW THE SURFACE OF THE PROPERTY. NO DERRICK OR OTHER STRUCTURE DESIGNATED FOR USE IN BORING FOR WATER, OIL OR NATURAL GAS SHALL BE ERECTED, MAINTAINED OR PERMITTED UPON ANY LOT.

SECTION 10. NO DWELLING HOUSE SHALL BE ERECTED OR MAINTAINED UPON ANY LOT IF SUCH DWELLING HOUSE HAS A FLOOR AREA (EXCLUSIVE OF ACCESSORY BUILDINGS, EASEMENTS, GARAGES, BASEMENTS, PORCHES AND/OR PATIOS) LESS THAN 2000 SQUARE FEET MEASURED FROM THE OUTSIDE OF THE EXTERIOR WALLS.

SECTION 11. ALL FRONT SETBACKS, SIDE STREET SETBACKS, SIDE SETBACKS, AND REAR SETBACKS SHALL BE THE GREATER OF (A) THOSE APPROVED BY THE COUNTY OF ORANGE, STATE OF CALIFORNIA, OR (B) THOSE WHICH MAY BE PROVIDED FROM TIME TO TIME BY THE ARCHITECTURAL COMMITTEE.

SECTION 12. NO TOWERS, ANTENNAE, AERIALS OR OTHER FACILITIES FOR THE RECEPTION OR TRANSMISSION OF RADIO OR TELEVISION BROADCASTS OR OTHER MEANS OF COMMUNICATION, EXCEPT THAT OF A COMMUNITY ANTENNAE COMPANY OR ASSOCIATION, SHALL BE ERECTED OR MAINTAINED OR PERMITTED TO BE ERECTED OR MAINTAINED ON ANY LOT EXCEPT BY INSTALLATIONS INSIDE OF THE DWELLING HOUSE OR BY UNDERGROUND CONDUITS.

SECTION 13. THE REPAINTING OR COLORING OF ANY AND ALL SOLID WALLS OF BUILDINGS LOCATED WITHIN FIVE (5) FEET OF ANY OF THE LOTS WITHIN SAID TRACT SHALL BE SUBJECT TO THE APPROVAL IN WRITING OF THE ARCHITECTURAL COMMITTEE AND THE BOARD OF DIRECTORS OF THE ASSOCIATION, AND NO SUCH COLORING OR REPAINTING SHALL BE PERFORMED WITHOUT SAID PRIOR WRITTEN APPROVAL.

SECTION 14. ALL OPEN LATTICE WORK AND TRELLISES SITUATED ON ANY OF THE BUILDINGS LOCATED WITHIN SAID TRACT ARE HEREBY DECLARED TO BE AN ARCHITECTURAL FEATURE AND SHALL NOT BE COVERED, REMOVED OR ENCLOSED AT ANY TIME WITHOUT THE PRIOR WRITTEN APPROVAL OF THE ARCHITECTURAL COMMITTEE.

SECTION 15. ALL SOLID WALLS OF BUILDINGS LOCATED WITHIN FIVE (5) FEET OF THE PROPERTY LINE SHALL NOT HAVE THEIR INTEGRITY CHANGED OR BROKEN AT ANY TIME, BUT SHALL BE MAINTAINED IN THE ORIGINAL STATE.

SECTION 16. NO HEDGE, FENCE OR OTHER SIMILAR STRUCTURE, EXCEEDING THREE (3) FEET IN HEIGHT SHALL BE PLACED OR MAINTAINED UPON ANY LOT UNLESS AND UNTIL A PLAN THEREOF SHALL HAVE BEEN SUBMITTED IN WRITING TO, AND APPROVED BY, THE ARCHITECTURAL COMMITTEE, NOR SHALL ANY OWNER COMMENCE THE PLANTING OR PLACEMENT OF ANY TREE, BUSH, SHRUB OR PLANT, UNLESS SUCH OWNER SHALL COMPLY WITH THE TERMS AND PROVISIONS OF ARTICLE V, SECTION 2 HEREOF.

SECTION 17. NO HEDGE, FENCE OR OTHER SIMILAR STRUCTURE SHALL BE PLACED OR MAINTAINED UPON ANY OF THE DESIGNATED SLOPES AND PARKWAYS AS SUCH DESIGNATED SLOPES AND PARKWAYS ARE SHOWN ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

SECTION 18. ALL DRAINAGE OF WATER FROM ANY LOT AND THE IMPROVEMENTS THEREON SHALL DRAIN OR FLOW AS SET FORTH BELOW:

(A) ALL DRAINAGE OF WATER FROM ANY LOT AND THE IMPROVEMENTS THEREON SHALL DRAIN OR FLOW INTO ADJACENT STREETS AND NOT UPON ADJOINING LOTS, UNLESS AN EASEMENT FOR SUCH PURPOSE IS GRANTED, AND ALL SLOPES OR TERRACES ON ANY LOT SHALL BE MAINTAINED SO AS TO PREVENT ANY EROSION THEREOF UPON SUCH STREETS OR ADJOINING PROPERTY.

(B) ANY MODIFICATIONS TO THE ORIGINAL GRADES SHALL BE DONE IN SUCH A MANNER AS TO PREVENT ANY ADDITIONAL WATER RUN-OFF TO ADJACENT PROPERTY.

SECTION 19. NO CESSPOOL, SEPTIC TANK, OR OTHER SEWAGE DISPOSAL SYSTEM OR DEVICE SHALL BE INSTALLED, MAINTAINED, OR USED UPON ANY LOT WITHOUT THE APPROVAL OF THE HEALTH DEPARTMENT OF THE COUNTY HAVING JURISDICTION THEREOVER, OR ANY GOVERNMENTAL HEALTH AGENCY WHICH MAY ASSUME THE DUTIES OF SAID HEALTH DEPARTMENT.

SECTION 20. NO WATER PIPE, GAS PIPE, SEWER PIPE, OR DRAINAGE PIPE SHALL BE INSTALLED OR MAINTAINED ON ANY LOT ABOVE THE SURFACE OF THE GROUND OR LESS THAN SIX INCHES BENEATH THE GROUND SURFACE, EXCEPT AS INSTALLED OR MAINTAINED BY DECLARANT OR ASSOCIATION, OR AS APPROVED BY THE ARCHITECTURAL COMMITTEE, EXCEPT HOSES USED FOR IRRIGATION PURPOSES.

SECTION 21. ALL TREES AND PLANTS GROWING ON ANY LOT SHALL BE SO MAINTAINED THAT INSECT PESTS AND TREE DISEASES SHALL NOT BE A MENACE TO OTHER TREES OR PLANTS IN THE VICINITY, NOR DETRIMENTAL OR A NUISANCE TO THE SURROUNDING LOTS.

ARTICLE IX GENERAL PROVISIONS

SECTION 1. ENFORCEMENT. THE ASSOCIATION, THE ARCHITECTURAL COMMITTEE AS APPOINTED IN ARTICLE V, SECTION 3 HEREOF, OR ANY OWNER OR THE SUCCESSOR IN INTEREST OF AN OWNER, SHALL HAVE THE RIGHT TO ENFORCE BY PROCEEDINGS AT LAW OR IN EQUITY, ALL RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, LIENS AND CHARGES NOW OR HEREAFTER IMPOSED BY THE PROVISIONS OF THIS DECLARATION OR ANY AMENDMENT THERETO, INCLUDING THE RIGHT TO PREVENT THE VIOLATION OF ANY OF SUCH RESTRICTIONS, CONDITIONS, COVENANTS, OR RESERVATIONS AND THE RIGHT TO RECOVER DAMAGES OR OTHER DUES FOR SUCH VIOLATIONS; PROVIDED, HOWEVER, THAT WITH RESPECT TO ASSESSMENT LIENS, THE ASSOCIATION SHALL HAVE THE EXCLUSIVE RIGHT TO THE ENFORCEMENT THEREOF. FAILURE BY THE ASSOCIATION, THE ARCHITECTURAL COMMITTEE, OR BY AN OWNER TO ENFORCE ANY COVENANT, CONDITION OR RESTRICTION

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HEREIN CONTAINED SHALL IN NO EVENT BE DEEMED A WAIVER OF THE RIGHT TO DO SO THEREAFTER.

SECTION 2. SEVERABILITY. INVALIDATION OF ANY ONE OF THESE COVENANTS, CONDITIONS OR RESTRICTIONS BY JUDGMENT OR COURT ORDER SHALL IN NO WAY AFFECT ANY OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

SECTION 3. TERM. THE COVENANTS, CONDITIONS AND RESTRICTIONS OF THIS DECLARATION SHALL RUN WITH AND BIND THE LOTS, AND SHALL INURE TO THE BENEFIT OF AND BE ENFORCEABLE BY THE ASSOCIATION OR THE OWNER OF ANY LOT SUBJECT TO THIS DECLARATION, THEIR RESPECTIVE LEGAL REPRESENTATIVES, HEIRS, SUCCESSORS AND ASSIGNS, FOR A TERM OF FORTY (40) YEARS FROM THE DATE THIS DECLARATION IS RECORDED, AFTER WHICH TIME SAID COVENANTS, CONDITIONS AND RESTRICTIONS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS, UNLESS AN INSTRUMENT, SIGNED BY A MAJORITY OF THE THEN OWNERS OF THE LOTS, HAS BEEN RECORDED, AGREEING TO CHANGE SAID COVENANTS, CONDITIONS AND RESTRICTIONS IN WHOLE OR IN PART.

SECTION 4. CONSTRUCTION. THE PROVISIONS OF THIS DECLARATION SHALL BE LIBERALLY CONSTRUED TO EFFECTUATE ITS PURPOSE OF CREATING A UNIFORM PLAN FOR THE DEVELOPMENT OF A RESIDENTIAL COMMUNITY OR TRACT AND FOR THE MAINTENANCE BY THE ASSOCIATION OF SLOPE BANKS, PARKWAYS AND DRAINAGE STRUCTURES. THE ARTICLE AND SECTION HEADINGS HAVE BEEN INSERTED FOR CONVENIENCE ONLY, AND SHALL NOT BE CONSIDERED OR REFERRED TO IN RESOLVING QUESTIONS OF INTERPRETATIONS OR CONSTRUCTION.

SECTION 5. AMENDMENTS. THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS MAY BE AMENDED ONLY BY THE AFFIRMATIVE ASSENT OR VOTE OF NOT LESS THAN SEVENTY-FIVE PERCENT (75%) OF THE OWNERS, AND FURTHER, THIS AMENDMENT PROVISION SHALL NOT BE AMENDED TO ALLOW AMENDMENTS BY THE ASSENT OR VOTE OF LESS THAN SEVENTY-FIVE PERCENT (75%) OF THE OWNERS; PROVIDED, HOWEVER, THAT ARTICLE IV, SECTION 6 AND ARTICLE IX, SECTION 7 SHALL NOT BE AMENDED WITHOUT THE WRITTEN CONSENT OF THE LIEN HOLDER UNDER ANY FIRST DEED OF TRUST. ANY AMENDMENT OR MODIFICATION MUST BE PROPERLY RECORDED.

SECTION 6. MERGERS OR CONSOLIDATIONS. UPON A MERGER OR CONSOLIDATION OF THE ASSOCIATION WITH ANOTHER ASSOCIATION, ITS PROPERTIES, RIGHTS AND OBLIGATIONS MAY, BY OPERATION OF LAW, BE TRANSFERRED TO ANOTHER SURVIVING OR CONSOLIDATED ASSOCIATION OR ALTERNATIVELY, THE PROPERTIES, RIGHTS AND OBLIGATIONS OF ANOTHER ASSOCIATION MAY BY OPERATION OF LAW, BE ADDED TO THE PROPERTIES, RIGHTS AND OBLIGATIONS OF THE ASSOCIATION AS A SURVIVING CORPORATION PURSUANT TO A MERGER. THE SURVIVING OR CONSOLIDATED ASSOCIATION MAY ADMINISTER THE COVENANTS, CONDITIONS AND RESTRICTIONS ESTABLISHED BY THIS DECLARATION WITHIN THE EXISTING PROPERTY, TOGETHER WITH THE COVENANTS AND RESTRICTIONS ESTABLISHED UPON ANY OTHER PROPERTY, AS ONE PLAN.

SECTION 7. MORTGAGE PROTECTION CLAUSE. NO BREACH OF THE COVENANTS, CONDITIONS OR RESTRICTIONS HEREIN CONTAINED, NOR THE ENFORCEMENT OF ANY LIEN PROVISIONS HEREIN, SHALL DEFEAT OR RENDER INVALID THE LIEN OF ANY DEED OF TRUST MADE IN GOOD FAITH AND FOR VALUE BUT ALL OF SAID COVENANTS, CONDITIONS AND RESTRICTIONS SHALL BE BINDING UPON AND EFFECTIVE AGAINST ANY OWNER WHOSE TITLE IS DERIVED THROUGH FORECLOSURE OR TRUSTEE'S SALE, OR OTHERWISE.

SECTION 8. SINGULAR INCLUDES PLURAL. WHENEVER THE CONTEXT OF THIS DECLARATION REQUIRES SAME, THE SINGULAR SHALL INCLUDE THE PLURAL, AND THE MASCULINE SHALL INCLUDE THE FEMININE.

SECTION 9. NUISANCE. THE RESULT OF EVERY ACT OR OMISSION, WHEREBY ANY PROVISION, CONDITIONS, RESTRICTION, COVENANT, EASEMENT OR RESERVATION CONTAINED IN THIS DECLARATION IS VIOLATED IN WHOLE OR IN PART, IS HEREBY DECLARED TO BE AND CONSTITUTE A NUISANCE, AND EVERY REMEDY ALLOWED BY LAW OR EQUITY AGAINST A NUISANCE, EITHER PUBLIC OR PRIVATE, SHALL BE APPLICABLE AGAINST EVERY SUCH RESULT, AND MAY BE EXERCISED BY THE ARCHITECTURAL COMMITTEE, THE ASSOCIATION, OR ANY OTHER LAND OWNER IN THE TRACTS. SUCH REMEDY SHALL BE DEEMED CUMULATIVE AND NOT EXCLUSIVE.

SECTION 10. ELECTION AND REMOVAL OF DIRECTORS. THE OWNERS SHALL VOTE FOR THE ELECTION OR REMOVAL OF THE BOARD OF DIRECTORS OF THE ASSOCIATION. EACH OWNER ENTITLED TO VOTE IN THE ELECTION FOR A DIRECTOR MAY ACCUMULATE HIS VOTES AND GIVE ONE CANDIDATE A NUMBER OF DIRECTORS TO BE ELECTED, OR DISTRIBUTE HIS VOTES ON THE SAME PRINCIPAL AMONG AS MANY CANDIDATES AS HE SEES FIT. THE CANDIDATES RECEIVING THE HIGHEST NUMBER OF VOTES, UP TO THE NUMBER OF DIRECTORS TO BE ELECTED, SHALL BE DEEMED ELECTED. ALL VOTING AT ELECTIONS SHALL BE BY SECRET BALLOT.

THE ENTIRE BOARD OF DIRECTORS OF THE ASSOCIATION OR ANY INDIVIDUAL DIRECTOR MAY BE REMOVED BY A VOTE OF THE OWNERS HOLDING A MAJORITY OF THE OUTSTANDING MEMBERSHIP ENTITLED TO VOTE AT AN ELECTION OF DIRECTORS. FOR THE PURPOSE OF THIS PROCEEDING, HOWEVER, CUMULATIVE VOTING PROCEDURES MUST BE FOLLOWED, AND THUS NO DIRECTOR MAY BE REMOVED UNLESS THE AFFIRMATIVE VOTES FOR HIS REMOVAL EXCEED ALL OR AT LEAST EQUAL TO THE MINIMUM NUMBER OF VOTES REQUIRED TO ELECT A DIRECTOR UNDER CUMULATIVE VOTING PROCEDURES. IF ANY DIRECTOR IS REMOVED IN THE MANNER AUTHORIZED ABOVE, A NEW DIRECTOR MAY BE ELECTED AT THE SAME MEETING.

SECTION 11. ATTORNEYS' FEES. IF AN OWNER DEFAULTS IN THE PERFORMANCE OR OBSERVANCE OF ANY PROVISION OF THIS DECLARATION, AND ANY PARTY ENTITLED TO ENFORCE THE PROVISIONS PURSUANT TO SECTION 1 OF THIS ARTICLE, HAS OBTAINED THE SERVICES OF AN ATTORNEY WITH RESPECT TO THE DEFAULTS INVOLVED, THE OWNER COVENANTS AND AGREES TO PAY TO SUCH PARTY ANY COSTS OR FEES INVOLVED, INCLUDING REASONABLE ATTORNEYS' FEES, NOTWITHSTANDING THE FACT THAT SUIT HAS NOT YET BEEN INSTITUTED. IN THE EVENT ACTION IS INSTITUTED TO ENFORCE ANY OF THE PROVISIONS CONTAINED IN THIS DECLARATION, THE PARTY PREVAILING IN SUCH ACTION SHALL BE ENTITLED TO RECOVER FROM THE OTHER PARTY THERETO AS PART OF THE JUDGMENT REASONABLE ATTORNEYS' FEES AND COSTS OF SUCH SUIT.

ARTICLE X
ANNEXATION OF ADDITIONAL PROPERTY

THE REAL PROPERTY DESCRIBED ON EXHIBIT "B" ATTACHED HERETO, AND/OR ANY OTHER REAL PROPERTY, MAY BE ANNEXED TO AND BECOME SUBJECT TO THIS DECLARATION BY ANY OF THE METHODS SET FORTH HEREINAFTER IN THIS ARTICLE, AS FOLLOWS:

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SECTION 1. ANNEXATION WITHOUT APPROVAL AND PURSUANT TO GENERAL PLAN. ANY PART OF THE REAL PROPERTY DESCRIBED ON EXHIBIT "B" ATTACHED HERETO MAY BE ANNEXED TO AND BECOME SUBJECT TO THIS DECLARATION AND SUBJECT TO THE JURISDICTION AND A PART OF THE ASSOCIATION WITHOUT THE APPROVAL, ASSENT OR VOTE OF THE ASSOCIATION OR ITS MEMBERS, PROVIDING, AND ON CONDITION THAT:

(A) ANY ANNEXATION PURSUANT TO THIS SECTION SHALL BE MADE PRIOR TO THE EXPIRATION OF FIVE (5) YEARS FROM THE DATE OF THE RECORDING OF THIS DECLARATION.

(B) THE DEVELOPMENT OF THE ADDITIONAL PROPERTY DESCRIBED ON EXHIBIT "B" ATTACHED HERETO SHALL BE IN ACCORDANCE WITH A GENERAL PLAN OF DEVELOPMENT SUBMITTED TO AND APPROVED BY THE DEPARTMENT OF REAL ESTATE OF THE STATE OF CALIFORNIA BY DECLARANT, IN CONJUNCTION WITH THE APPLICATION OF SAID CORPORATION FOR A SUBDIVISION PUBLIC REPORT ON TRACT NO. 8797 IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA. DETAILED PLANS FOR THE DEVELOPMENT OF SAID REAL PROPERTY TO BE ANNEXED SHALL BE SUBMITTED TO THE SAID DEPARTMENT OF REAL ESTATE SIMULTANEOUSLY WITH THE SUBMISSION OF THE GENERAL PLAN FOR DEVELOPMENT. THE ISSUANCE OF A FINAL SUBDIVISION PUBLIC REPORT ON TRACT NO. 8797 IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA BY THE SAID DEPARTMENT OF REAL ESTATE SHALL CONSTITUTE ITS APPROVAL OF THE SAID GENERAL AND DETAILED PLANS OF DEVELOPMENT OF THE SAID ANNEXATION.

(C) PRIOR TO THE CONVEYANCE OF TITLE TO INDIVIDUAL PURCHASERS OF ANY IMPROVED LOT WITHIN THE REAL PROPERTIES DESCRIBED IN EXHIBIT "B" ATTACHED HERETO AND ANNEXED PURSUANT TO THIS SECTION, EASEMENTS TO THE ASSOCIATION FOR PURPOSES AS SET FORTH IN THIS DECLARATION SHALL BE CONVEYED TO THE ASSOCIATION.

(D) A SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AS DESCRIBED HEREINAFTER IN SECTION 3 OF THIS ARTICLE, COVERING SAID REAL PROPERTY DESCRIBED ON EXHIBIT "B" ATTACHED HERETO, SHALL BE EXECUTED AND RECORDED BY CHARTER DEVELOPMENT CORPORATION, THE OWNER OF SAID REAL PROPERTY, OR ITS SUCCESSORS AND ASSIGNS. THE RECORDATION OF SAID SUPPLEMENTARY DECLARATION SHALL CONSTITUTE AND EFFECTUATE THE ANNEXATION OF THE SAID REAL PROPERTY DESCRIBED THEREIN, MAKING SAID REAL PROPERTY SUBJECT TO THIS DECLARATION AND SUBJECT TO THE FUNCTIONS, POWERS AND JURISDICTION OF THE ASSOCIATION, AND THEREAFTER ALL OF THE OWNERS OF LOTS IN SAID REAL PROPERTY SHALL AUTOMATICALLY BE MEMBERS OF THE ASSOCIATION.

SECTION 2. ANNEXATION PURSUANT TO APPROVAL. UPON APPROVAL IN WRITING OF THE ASSOCIATION, PURSUANT TO A TWO-THIRDS MAJORITY OF THE VOTING POWER OF ITS MEMBERS (EXCLUDING THE VOTING POWER OF DECLARANT), OR THE WRITTEN ASSENT OF SUCH MEMBERS, ANY OWNER OF SINGLE-FAMILY RESIDENTIAL PROPERTY AND/OR PROPERTY FOR THE COMMON USE OF OWNERS OF SUCH RESIDENTIAL PROPERTY WHO DESIRES TO ADD SUCH PROPERTY TO THE PLAN OF THIS DECLARATION AND TO SUBJECT SUCH PROPERTY TO THE JURISDICTION OF THE ASSOCIATION, MAY FILE OF RECORD A SUPPLEMENTARY DECLARATION, AS DESCRIBED IN SECTION 3 OF THIS ARTICLE.

SECTION 3. SUPPLEMENTARY DECLARATIONS. THE ADDITIONS AUTHORIZED UNDER THE FOREGOING SECTIONS SHALL BE MADE BY FILING OF RECORD A SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, OR SIMILAR INSTRUMENT, WITH RESPECT TO THE ADDITIONAL PROPERTY WHICH SHALL EXTEND THE PLAN OF THIS DECLARATION TO SUCH PROPERTY.

SUCH SUPPLEMENTARY DECLARATIONS CONTEMPLATED ABOVE MAY CONTAIN SUCH COMPLEMENTARY ADDITIONS AND MODIFICATIONS OF THE COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN THIS DECLARATION AS MAY BE NECESSARY TO REFLECT THE DIFFERENT CHARACTER, IF ANY, OF THE ADDED PROPERTY AND AS ARE NOT INCONSISTENT WITH THE PLAN OF THIS DECLARATION. IN NO EVENT, HOWEVER, SHALL ANY SUCH SUPPLEMENTARY DECLARATION MERGER OR CONSOLIDATION, REVOKE, MODIFY, OR ADD TO THE COVENANTS ESTABLISHED BY THIS DECLARATION WITHIN THE EXISTING PROPERTY, EXCEPT AS OTHERWISE PROVIDED IN THIS DECLARATION.

THE RECORDATION OF SAID SUPPLEMENTARY DECLARATION SHALL CONSTITUTE AND EFFECTUATE THE ANNEXATION OF THE SAID REAL PROPERTY DESCRIBED THEREIN, MAKING SAID REAL PROPERTY SUBJECT TO THIS DECLARATION AND SUBJECT TO THE FUNCTIONS, POWERS AND JURISDICTION OF THE ASSOCIATION, AND THEREAFTER ALL OF THE OWNERS OF LOTS IN SAID REAL PROPERTY SHALL AUTOMATICALLY BE MEMBERS OF THE ASSOCIATION.

IN WITNESS WHEREOF, DECLARANT HAS EXECUTED THIS INSTRUMENT THE DAY AND YEAR FIRST ABOVE WRITTEN.

CHARTER DEVELOPMENT CORPORATION

BY

ROBERT PARTIN
ROB PARTIN, PRESIDENT

BY

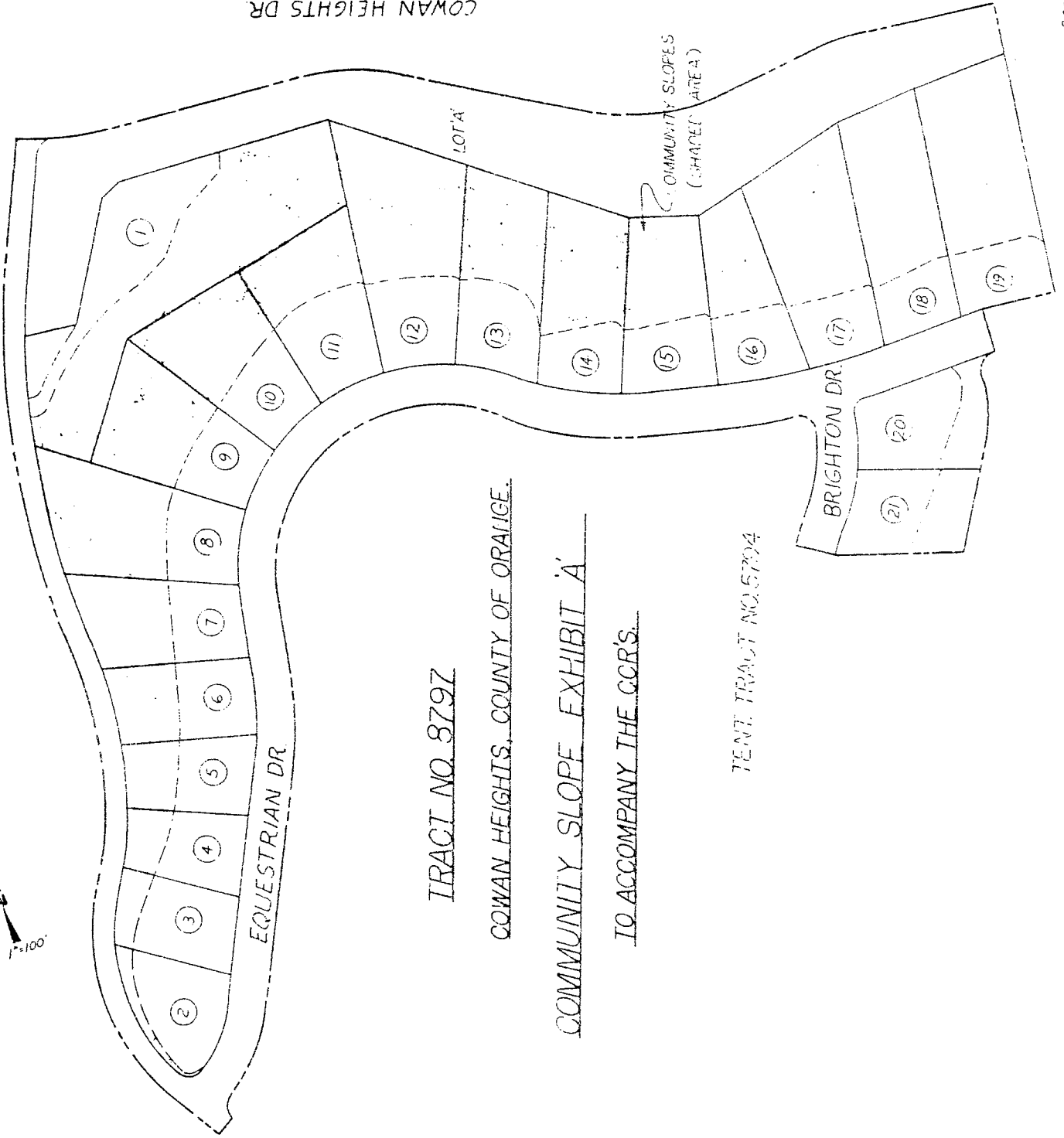
JOHN W. ULLOM
JOHN W. ULLOM, VICE PRESIDENT

EXHIBIT A

MAP



SKYLINE DR



TRACT NO. 879Z

COWAN HEIGHTS, COUNTY OF ORANGE.

COMMUNITY SLOPE EXHIBIT A

TO ACCOMPANY THE CCR'S.

TENT TRACT NO. 8794

TRACT NO. 8797
AMENDMENT-RECORDED DECEMBER 31, 1974
IN BOOK 11315, PAGE 1211, O. R.

AMENDMENT TO
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
TRACT NO. 8797
ORANGE COUNTY, CALIFORNIA

WHEREAS BY DOCUMENT DATED DECEMBER 13, 1974, RECORDED DECEMBER 17, 1974 AS INSTRUMENT NO. 12803 IN BOOK 11306 PAGE 678 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY, EXHIBIT "B" WAS NOT ATTACHED THERETO AS PROVIDED FOR IN ARTICLE X THEREOF (ANNEXATION OF ADDITIONAL PROPERTY).

NOW, THEREFORE, THE UNDERSIGNED (BEING THE DECLARANT UNDER SAID DECLARATION, AND ON THE DATE HEREOF THE OWNER OF THE REAL PROPERTY AFFECTED) IN ACCORDANCE WITH SECTION 3 OF SAID ARTICLE X OF SAID DECLARATION, DOES HEREBY AMEND SAID DECLARATION TO INCORPORATE EXHIBIT "B" DESCRIBED AS FOLLOWS:

"SEE EXHIBIT B ATTACHED HERETO"

CHARTER DEVELOPMENT CORPORATION
A CORPORATION

BY: ROB PARTIN
ROB PARTIN, PRESIDENT

BY: JOHN W. ULLOM
JOHN W. ULLOM, SECRETARY

EXHIBIT "B"

ALL THAT CERTAIN LAND SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF ORANGE, DESCRIBED AS FOLLOWS:

THAT PORTION OF BLOCK 15 OF IRVINE'S SUBDIVISION, AS SHOWN ON A MAP FILED IN BOOK 1 PAGE 88 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF TRACT NO. 5009, AS SHOWN ON A MAP FILED IN BOOK 191 PAGES 44 TO 48 INCLUSIVE OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY; THENCE ALONG THE NORTHWESTERLY BOUNDARY OF SAID TRACT SOUTH 59° 33' 46" WEST 20.00 FEET TO A POINT IN THE CENTERLINE OF SKYLINE DRIVE, AS SHOWN ON SAID MAP, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 250.00 FEET, THE RADIAL LINE OF SAID CURVE TO SAID POINT BEARS SOUTH 59° 33' 46" WEST; THENCE NORTHERLY 270.53 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 62° 00' 00" TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 500.00 FEET; THENCE NORTHERLY 296.71 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 34° 00' 00" TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 980.00 FEET; THENCE NORTHERLY 478.84 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27° 59' 44"; THENCE TANGENT TO SAID CURVE NORTH 25° 33' 30" EAST 150.71 FEET TO A POINT ON A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 280.00 FEET, THE RADIAL LINE OF SAID CURVE TO SAID POINT BEARS SOUTH 25° 21' 59" WEST; THENCE EASTERLY 100.96 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20° 39' 36" TO A POINT IN A LINE PARALLEL WITH AND DISTANT SOUTHERLY 60.00 FEET MEASURED AT RIGHT ANGLES FROM THE NORTHERLY RIGHT OF WAY LINE OF COWAN HEIGHTS DRIVE, AS SHOWN ON A MAP OF TRACT NO. 5009, FILED IN BOOK 185 PAGES 3 AND 4 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY; THENCE ALONG SAID PARALLEL LINE THE FOLLOWING COURSES:

TANGENT TO SAID CURVE SOUTH 85° 17' 37" EAST 251.04 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 220.00 FEET; THENCE EASTERLY 106.52 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27° 44' 32"; THENCE TANGENT TO SAID CURVE SOUTH 57° 33' 05" EAST 237.38 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHERLY HAVING A RADIUS OF 280.00 FEET; THENCE EASTERLY 187.72 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 38° 24' 47"; THENCE TANGENT TO SAID CURVE NORTH 84° 02' 08" EAST 98.24 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 220.00 FEET; THENCE EASTERLY 57.68 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15° 01' 17"; THENCE TANGENT TO SAID CURVE SOUTH 80° 56' 35" EAST 271.10 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 350.00 FEET; THENCE EASTERLY 125.37 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20° 31' 27" TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 333.00 FEET; THENCE EASTERLY 110.76 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19° 03' 23"; THENCE TANGENT SOUTH 82° 24' 39" EAST 176.07 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 170.00 FEET; THENCE LEAVING SAID PARALLEL LINE SOUTHEASTERLY 177.98 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 59° 59' 04" TO THE MOST WESTERLY CORNER OF TRAVERTINE PLACE, 60.00 FEET WIDE AS SHOWN ON A MAP OF TRACT NO. 4967 FILED IN BOOK 182 PAGES 44 AND 45 OF MISCELLANEOUS MAPS; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID TRAVERTINE PLACE AND THE WESTERLY BOUNDARY OF SAID TRACT NO. 4967, TANGENT TO SAID CURVE SOUTH 22° 25' 35" EAST 453.61 FEET; THENCE CONTINUING ALONG SAID TRACT BOUNDARY SOUTH 30° 17' 38" EAST 732.91 FEET TO THE MOST WESTERLY CORNER OF SAID TRACT 4967; THENCE ALONG THE NORTHWESTERLY BOUNDARY OF THAT PARCEL OF LAND SHOWN ON A MAP FILED IN BOOK 53 PAGE 23 OF RECORD OF SURVEYS, RECORDS OF ORANGE COUNTY, SOUTH 40° 01' 44" WEST 660.08 FEET TO THE MOST WESTERLY CORNER THEREOF; THENCE NORTH 49° 58' 16" WEST 200.00 FEET; THENCE NORTH 69° 54' 50" WEST 38.83 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 170.00 FEET, THE SOUTHEASTERLY PROLONGATION OF THE RADIAL LINE OF SAID CURVE TO SAID POINT BEARS SOUTH 69° 54' 50" EAST; THENCE SOUTHWESTERLY 59.17 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19° 56' 34"; THENCE TANGENT TO SAID CURVE SOUTH 40° 01' 44" WEST 25.23 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 170.00 FEET; THENCE WESTERLY 267.04 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90° 00' 00"; THENCE TANGENT TO SAID CURVE NORTH

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IN BOOK 11315, PAGE 1211, O. R.

49° 58' 16" WEST 98.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 130.00 FEET; THENCE NORTHWESTERLY 46.40 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20° 26' 55"; THENCE TANGENT TO SAID CURVE NORTH 70° 25' 11" WEST 257.21 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 180.00 FEET; THENCE WESTERLY 7869 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25° 02' 47" TO A POINT OF COMPOUND CURVATURE WITH A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 23.00 FEET; THENCE SOUTHWESTERLY 33.61 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 83° 43' 03" TO A POINT IN THE NORTHEASTERLY BOUNDARY OF SAID TRACT NO. 5009, SAID POINT BEING THE NORTHERLY TERMINUS OF THAT CERTAIN COURSE IN SAID NORTHEASTERLY BOUNDARY SHOWN AS "NORTH 0° 48' 56" EAST 174.62 FEET" ON THE MAP OF SAID TRACT AND ALSO SHOWN AS BEING THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 370.00 FEET; SAID PREVIOUSLY MENTIONED CURVE HAVING A RADIUS OF 23.00 FEET BEING TANGENT TO SAID CERTAIN COURSE AT SAID POINT; THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY BOUNDARY OF SAID TRACT THE FOLLOWING COURSES TO THE POINT OF BEGINNING:

NORTHWESTERLY 404.47 FEET ALONG SAID CURVE HAVING A RADIUS OF 370.00 FEET THROUGH A CENTRAL ANGLE OF 62° 38' 03"; THENCE TANGENT TO SAID CURVE NORTH 61° 49' 07" WEST 93.41 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 230.00 FEET; THENCE NORTHWESTERLY 125.97 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31° 22' 53"; THENCE TANGENT TO SAID CURVE NORTH 30° 26' 14" WEST 184.68 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION LYING SOUTHEASTERLY OF THE NORTHWESTERLY BOUNDARY LINE AND THE NORTHERLY EXTENSION THEREOF OF TRACT NO. 5840, AS SHOWN ON A MAP RECORDED IN BOOK 214 PAGES 1, 2 AND 3 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY.

ALSO EXCEPTING THEREFROM THAT PORTION INCLUDED WITHIN TRACT NO. 6507 AS SHOWN ON A MAP RECORDED IN BOOK 247 PAGES 34 TO 38 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY.

ALSO EXCEPTING THEREFROM THAT PORTION INCLUDED WITHIN TRACT NO. 8797 AS SHOWN ON A MAP RECORDED IN BOOK 350 PAGES 38 TO 42 INCLUSIVE OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY.

TRACT NO. 8797
AMENDMENT - RECORDED JANUARY 23, 1975
IN BOOK 11328, PAGE 739, O. R.

SECOND AMENDMENT TO
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
TRACT NO. 8797
ORANGE COUNTY, CALIFORNIA

THIS DECLARATION, MADE THIS 9TH DAY OF JANUARY, 1975, BY CHARTER DEVELOPMENT CORPORATION, A CALIFORNIA CORPORATION, HEREINAFTER REFERRED TO AS "DECLARANT";

WITNESSETH:

WHEREAS, DECLARANT IS THE OWNER OF REAL PROPERTY IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, DESCRIBED AS:

LOTS 1 THROUGH 21, INCLUSIVE OF TRACT NO. 8797, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 350 PAGES 38 THROUGH 42, INCLUSIVE, OF MISCELLANEOUS MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

WHEREAS, DECLARANT DID ON DECEMBER 13, 1974, EXECUTE A DOCUMENT ENTITLED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, TRACT NO. 8797, ORANGE COUNTY, CALIFORNIA, HEREINAFTER REFERRED TO AS THE "DECLARATION," WHICH DOCUMENT WAS RECORDED ON DECEMBER 17, 1974 AS INSTRUMENT 12803 IN BOOK 11306, PAGE 678 OF OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA, AND WHICH DOCUMENT AFFECTS THE ABOVE DESCRIBED REAL PROPERTY; AND

WHEREAS, DECLARANT DESIRES TO AMEND SAID DECLARATION BY CHANGING SOME OF THE PROVISIONS CONTAINED IN SAID DECLARATION;

NOW THEREFORE, DECLARANT DOES HEREBY MODIFY AND AMEND SAID DECLARATION AS FOLLOWS:

1. ARTICLE III, SECTION 6 OF THE DECLARATION IS AMENDED TO READ IN FULL AS FOLLOWS:

SECTION 6. DATE OF COMMENCEMENT OF REGULAR ASSESSMENTS AND FIXING THEREOF. THE REGULAR ASSESSMENTS PROVIDED FOR HEREIN SHALL COMMENCE AS TO EACH LOT IN TRACT NO. 8797 ON THE FIRST DAY OF THE MONTH FOLLOWING THE CONVEYANCE OF THE FIRST LOT BY DECLARANT TO AN OWNER. PROVIDED, HOWEVER, THAT THE ASSOCIATION BY A MAJORITY VOTE OF ITS BOARD OF DIRECTORS, MAY EXTEND THE COMMENCEMENT DATE OF REGULAR ASSESSMENTS TO A TIME NOT LATER THAN TWO (2) MONTHS FOLLOWING THE COMPLETION OF ALL IMPROVEMENTS AND LANDSCAPING OF THE SLOPES AND PARKWAYS TO BE MAINTAINED BY THE ASSOCIATION, OR TWO (2) MONTHS FROM THE DATE OF THE CONVEYANCE OF THE FIRST LOT WITHIN TRACT NO. 8797, WHICHEVER IS LATER, IF DECLARANT, BY A WRITTEN AGREEMENT WITH THE ASSOCIATION, COMMITS TO MAINTAIN SAID SLOPES AND PARKWAYS UNTIL SUCH EXTENDED DATE. REGULAR ASSESSMENTS FOR EACH LOT WITHIN THE ADDITIONAL PROPERTIES ANNEXED PURSUANT TO THE PROVISIONS OF THIS DECLARATION SHALL COMMENCE FOR EACH LOT ON THE FIRST OF THE MONTH FOLLOWING THE CONVEYANCE OF THE FIRST LOT BY DECLARANT TO AN OWNER.

2. ARTICLE V, SECTION 3 OF THE DECLARATION IS AMENDED TO READ IN FULL AS FOLLOWS:

SECTION 3. APPOINTMENT OF ARCHITECTURAL COMMITTEE. THE DECLARANT SHALL INITIALLY APPOINT THE ARCHITECTURAL COMMITTEE, CONSISTING OF NOT LESS THAN THREE (3) MEMBERS WHO SHALL REMAIN IN OFFICE UNTIL: (A) THREE (3) YEARS FROM THE DATE OF RECORDING OF THIS DECLARATION; OR (B) NINETY PERCENT (90%) OF THE LOTS IN TRACT 8797 AND THE LOTS IN TRACTS ANNEXED HERETO, PURSUANT TO SECTION 1 OF ARTICLE X HEREOF, HAVE BEEN CONVEYED, WHICHEVER SHALL FIRST OCCUR. FROM AND AFTER SUCH TIME OR EVENT, AS THE CASE MAY BE, THE ARCHITECTURAL COMMITTEE SHALL BE APPOINTED BY THE BOARD OF DIRECTORS OF THE ASSOCIATION AND SHALL BE COMPOSED OF THREE (3) OR MORE REPRESENTATIVES WHO NEED NOT BE MEMBERS OF THE ASSOCIATION. EACH MEMBER OF THE COMMITTEE SHALL HOLD OFFICE UNTIL HIS DEATH, RESIGNATION, REMOVAL, OR HIS SUCCESSOR HAS BEEN APPOINTED. MEMBERS OF THE COMMITTEE MAY BE REMOVED AT ANY TIME WITHOUT CAUSE BY THE BOARD OF DIRECTORS OF THE ASSOCIATION, EXCEPT THAT DECLARANT SHALL HAVE THE RIGHT OF REMOVAL DURING THE PERIOD THAT DECLARANT IS VESTED WITH AUTHORITY TO APPOINT THE MEMBERS OF THE COMMITTEE.

3. ARTICLE VI, SECTIONS 1 (D) AND 1 (H) OF THE DECLARATION ARE AMENDED TO READ IN FULL AS FOLLOWS:

(D) CONTRACT FOR FIRE, CASUALTY, LIABILITY AND OTHER INSURANCE ON BEHALF OF THE ASSOCIATION AS THE BOARD OF DIRECTORS OF THE ASSOCIATION MAY DEEM NECESSARY OR DESIRABLE IN FURTHERING THE PURPOSES OF AND PROTECTING THE INTERESTS OF THE ASSOCIATION AND ITS MEMBERS.

(H) HAVE THE AUTHORITY TO EMPLOY A MANAGER OR OTHER PERSONS AND TO CONTRACT WITH INDEPENDENT CONTRACTORS OR MANAGING AGENTS TO PERFORM ALL OR ANY PART OF THE DUTIES AND RESPONSIBILITIES OF THE ASSOCIATION, PROVIDED THAT ANY CONTRACT SHALL NOT BE FOR A LONGER PERIOD THAN ONE (1) YEAR, UNLESS IT IS APPROVED BY A MAJORITY OF THE MEMBERS.

4. ARTICLE VIII, SECTIONS 2 AND 3 OF THE DECLARATION ARE AMENDED TO READ IN FULL AS FOLLOWS:

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IN BOOK 11328, PAGE 739, O. R.

SECTION 2. NO PART OF THE PROPERTY SHALL EVER BE USED OR CAUSED TO BE USED OR ALLOWED OR AUTHORIZED IN ANY WAY, DIRECTLY OR INDIRECTLY, FOR ANY BUSINESS, COMMERCIAL, MANUFACTURING, MERCANTILE, STORING, VENDING OR OTHER SUCH NON-RESIDENTIAL PURPOSES, EXCEPT DECLARANT, ITS SUCCESSORS AND ASSIGNS MAY USE THE PROPERTY FOR A MODEL HOME SITE, AND DISPLAY AND SALES OFFICE FOR A PERIOD THAT WILL END THREE (3) YEARS AFTER THE DATE OF RECORDATION OF THE CONVEYANCE OF THE FIRST LOT BY DECLARANT TO AN OWNER, PROVIDED DECLARANT, ITS SUCCESSORS AND ASSIGNS ARE OWNERS OF LOTS WITHIN THE PROPERTY.

SECTION 3. NO SIGN OR BILLBOARD OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY PORTION OF THE PROPERTY OR ANY LOT, EXCEPT ONE SIGN FOR EACH BUILDING SITE, OF NOT MORE THAN EIGHTEEN (18) INCHES BY THIRTY (30) INCHES, ADVERTISING THE PROPERTY FOR SALE OR RENT, OR EXCEPT SIGNS USED BY DECLARANT, ITS SUCCESSORS OR ASSIGNS TO ADVERTISE THE PROPERTY FOR A PERIOD THAT WILL END THREE (3) YEARS AFTER THE DATE OF RECORDATION OF THE CONVEYANCE OF THE FIRST LOT BY DECLARANT TO AN OWNER, PROVIDED DECLARANT, ITS SUCCESSORS AND ASSIGNS ARE OWNERS OF LOTS WITHIN THE PROPERTY.

5. EXCEPT AS HEREBY AMENDED, SAID DECLARATION SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, DECLARANT HAS EXECUTED THIS INSTRUMENT THE DAY AND YEAR FIRST ABOVE WRITTEN.

CHARTER DEVELOPMENT CORPORATION

BY BOB PARTIN
BOB PARTIN, PRESIDENT

BY JOHN W. ULLOM
JOHN W. ULLOM, SECRETARY

TRACT NO. 8797
AMENDMENT - RECORDED APRIL 18, 1975
IN BOOK 11381, PAGE 1793, O.R.

THIRD AMENDMENT TO
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
TRACT NO. 8797
ORANGE COUNTY, CALIFORNIA

THIS DECLARATION, MADE THIS 11TH DAY OF APRIL, 1975, BY CHARTER DEVELOPMENT CORPORATION, A CALIFORNIA CORPORATION, HEREINAFTER REFERRED TO AS "DECLARANT";

WITNESSETH:

WHEREAS, DECLARANT IS THE OWNER OF REAL PROPERTY IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, DESCRIBED AS:

LOT 1 THROUGH 21, INCLUSIVE OF TRACT NO. 8797 IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 350 PAGES 38 THROUGH 42, INCLUSIVE OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

WHEREAS, DECLARANT DID ON DECEMBER 13, 1974, EXECUTE A DOCUMENT ENTITLED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, TRACT NO. 8797, ORANGE COUNTY, CALIFORNIA, HEREINAFTER REFERRED TO AS THE "DECLARATION," WHICH DOCUMENT WAS RECORDED DECEMBER 17, 1974 AS INSTRUMENT NO. 12803 IN BOOK 11306 PAGE 678 OF OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA, AND WHICH DOCUMENT AFFECTS THE ABOVE DESCRIBED REAL PROPERTY; AND

WHEREAS, DECLARANT DESIRES TO AMEND SAID DECLARATION BY CHANGING EXHIBIT "B" ATTACHED TO A DOCUMENT ENTITLED "AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS CONDITIONS AND RESTRICTIONS" WHICH DOCUMENT WAS RECORDED DECEMBER 31, 1974 IN BOOK 11315 PAGE 1211 OF OFFICIAL RECORDS.

NOW, THEREFORE, DECLARANT DOES HEREBY MODIFY AND AMEND SAID EXHIBIT "B" AS FOLLOWS:

(1) THAT PORTION OF BLOCK 15 OF IRVINE SUBDIVISION IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 1 PAGE 88 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF TRACT 5009 AS SHOWN ON A MAP RECORDED IN BOOK 191 PAGES 44 THROUGH 48, INCLUSIVE OF MISCELLANEOUS MAPS, RECORDS OF SAID ORANGE COUNTY, CALIFORNIA; THENCE ALONG THE NORTHWESTERLY BOUNDARY OF SAID TRACT, SOUTH 59° 33' 46" WEST 20.00 FEET TO A POINT IN THE CENTERLINE OF SKYLINE DRIVE, 40.00 FEET WIDE, AS SHOWN ON SAID MAP, SAID POINT BEING ALSO SHOWN ON TRACT 6507 AS SHOWN ON A MAP RECORDED IN BOOK 247 PAGES 34 THROUGH 38, INCLUSIVE OF MISCELLANEOUS MAPS, RECORDS OF SAID ORANGE COUNTY, CALIFORNIA, SAID POINT BEING ALSO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 250.00 FEET, A RADIAL LINE FROM SAID POINT BEARS NORTH 59° 33' 46" EAST; THENCE NORTHERLY ALONG SAID CENTERLINE OF SKYLINE DRIVE THE FOLLOWING COURSES: 270.53 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 62° TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 500.00 FEET, A RADIAL LINE FROM SAID POINT BEARS NORTH 58° 26' 14" WEST; THENCE NORTHERLY 296.71 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 34° 00' 00" TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 980.00 FEET, A RADIAL LINE FROM SAID POINT BEARS NORTH 87° 33' 46" EAST; THENCE NORTHERLY 478.84 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27° 59' 44"; THENCE TANGENT TO SAID CURVE NORTH 25° 33' 30" EAST 150.71 FEET TO THE SOUTHERLY LINE OF COMAN HEIGHTS DRIVE, 60.00 FEET WIDE, SAID POINT BEING IN A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 280.00 FEET, A RADIAL LINE FROM SAID POINT BEARS NORTH 25° 28' 30" EAST; THENCE EASTERLY ALONG SAID SOUTHERLY LINE OF COMAN HEIGHTS DRIVE THE FOLLOWING COURSES: EASTERLY 101.54 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20° 46' 43"; THENCE TANGENT TO SAID CURVE SOUTH 85° 18' 13" EAST 250.89 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 220.00 FEET; THENCE EASTERLY 106.56 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27° 45' 08"; THENCE TANGENT TO SAID CURVE SOUTH 57° 33' 05" EAST 237.12 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 280.00 FEET; THENCE EASTERLY 187.72 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 38° 24' 47"; THENCE TANGENT TO SAID CURVE NORTH 84° 02' 08" EAST 98.16 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 220.00 FEET; THENCE EASTERLY 57.68 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15° 01' 17"; THENCE TANGENT TO SAID CURVE SOUTH 80° 56' 35" EAST 173.63 FEET TO THE MOST NORTHWESTERLY CORNER OF TRACT 5840 AS SHOWN ON A MAP RECORDED IN BOOK 214, PAGES 1 THROUGH 3, INCLUSIVE OF MISCELLANEOUS MAPS, RECORDS OF SAID ORANGE COUNTY, CALIFORNIA; THENCE ALONG THE NORTHWESTERLY LINE OF SAID TRACT 5840 THE FOLLOWING COURSES: SOUTH 8° 34' 26" WEST 346.96 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 574.00 FEET, A RADIAL LINE FROM SAID POINT BEARS NORTH 8° 34' 26" EAST; THENCE WESTERLY 14.31 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 1° 25' 43" TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 626.00 FEET, A RADIAL LINE FROM SAID POINT BEARS SOUTH 10° 00' 09" WEST; THENCE WESTERLY 73.94 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 6° 46' 02" THENCE NON-TANGENT TO SAID CURVE SOUTH 3° 14' 07" WEST 52.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 23.00 FEET, A RADIAL LINE FROM SAID POINT BEARS SOUTH 3° 14' 07" WEST; THENCE SOUTHWESTERLY 36.11 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89° 57' 50" TO A POINT OF REVERSE

TRACT NO. 8797
IN BOOK 11381, PAGE 1793, O.R.

CURVATURE WITH A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 170.00 FEET, A RADIAL LINE FROM SAID POINT BEARS NORTH 86° 43' 43" WEST; THENCE SOUTHWESTERLY 87.32 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29° 25' 47"; THENCE TANGENT TO SAID CURVE SOUTH 32° 42' 04" WEST 158.66 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 40.00 FEET; THENCE SOUTHWESTERLY 26.00 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37° 14' 12"; THENCE NON-TANGENT TO SAID CURVE SOUTH 20° 03' 44" EAST 19.88 FEET; THENCE SOUTH 6° 41' 43" WEST 138.95 FEET; THENCE SOUTH 32° 42' 04" WEST 143.63 FEET; THENCE NORTH 57° 17' 56" WEST 28.26 FEET; THENCE SOUTH 32° 42' 04" WEST 368.50 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 130.00 FEET; THENCE SOUTHWESTERLY 18.36 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 8° 05' 30"; THENCE NON-TANGENT TO SAID CURVE NORTH 65° 23' 26" WEST 40.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 23.00 FEET, A RADIAL LINE FROM SAID POINT BEARS NORTH 65° 23' 26" WEST; THENCE SOUTHWESTERLY 38.30 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 95° 23' 57"; THENCE NON-TANGENT TO SAID CURVE SOUTH 30° 00' 31" WEST 243.09 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY IN THE NORTHERLY RIGHT-OF-WAY LINE OF HUNTSMAN ROAD AS SHOWN ON SAID MAP, SAID CURVE HAVING A RADIUS OF 220.00 FEET, A RADIAL LINE FROM SAID POINT BEARS SOUTH 17° 23' 48" WEST; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF HUNTSMAN ROAD THE FOLLOWING COURSES: WESTERLY 87.79 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22° 51' 46" TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 23.00 FEET, A RADIAL LINE FROM SAID POINT BEARS NORTH 5° 27' 58" WEST; THENCE NORTHWESTERLY 33.61 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 83° 43' 06" TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 370.00 FEET, A RADIAL LINE FROM SAID POINT BEARS SOUTH 78° 15' 08" WEST, SAID POINT BEING IN THE NORTHEASTERLY RIGHT-OF-WAY LINE TO SKYLINE DRIVE, 40.00 FEET WIDE, AS SHOWN ON A MAP OF TRACT 5009 RECORDED IN BOOK 191 PAGES 44 THROUGH 48, INCLUSIVE OF MISCELLANEOUS MAPS, RECORDS OF SAID ORANGE COUNTY, CALIFORNIA; THENCE ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE THE FOLLOWING COURSES: NORTHWESTERLY 323.34 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 50° 04' 15"; THENCE TANGENT TO SAID CURVE NORTH 61° 49' 07" WEST 93.43 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 230.00 FEET; THENCE NORTHWESTERLY 125.97 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31° 22' 53"; THENCE TANGENT TO SAID CURVE NORTH 30° 26' 14" WEST 184.90 FEET TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION INCLUDED WITH TRACT 8797 AS SHOWN ON A MAP RECORDED IN BOOK 350 PAGES 38 THROUGH 42, INCLUSIVE OF MISCELLANEOUS MAPS, RECORDS OF SAID ORANGE COUNTY, CALIFORNIA.

(2) EXCEPT AS HEREBY AMENDED, SAID DECLARATION SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, DECLARANT HAS EXECUTED THIS INSTRUMENT THE DAY AND YEAR FIRST ABOVE WRITTEN.

CHARTER DEVELOPMENT CORPORATION
A CALIFORNIA CORPORATION

BY ROB PARTIN
ROB PARTIN, PRESIDENT

BY JOHN W. ULLOM
JOHN W. ULLOM, SECRETARY

TRACT NO. 5794
SUPPLEMENTARY - RECORDED MAY 5, 1975
IN BOOK 11393, PAGE 1279, O. R.

SUPPLEMENTARY DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, MADE ON THE 2 DAY OF MAY, 1975, BY CHARTER DEVELOPMENT CORPORATION, A CALIFORNIA CORPORATION, HEREINAFTER REFERRED TO AS "DECLARANT".

RECITALS:

- A. DECLARANT, ON OR ABOUT THE 13TH DAY OF DECEMBER, 1974, EXECUTED THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, RECORDED DECEMBER 17, 1974, IN BOOK 11306 AT PAGE 678 AS INSTRUMENT 12803 IN OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA, HEREINAFTER REFERRED TO AS THE "DECLARATION".
- B. DECLARANT IS THE SOLE OWNER OF LOTS 1 THROUGH 33, INCLUSIVE, OF TRACT 5794, AS PER MAP THEREOF RECORDED IN BOOK 355, PAGES 7 THROUGH 12, INCLUSIVE, OF MISCELLANEOUS MAPS, ORANGE COUNTY, CALIFORNIA, HEREIN REFERRED TO AS "TRACT 5794". SAID REAL PROPERTY CONSTITUTES A PORTION OF THE REAL PROPERTY DESCRIBED IN EXHIBIT "B" OF THE DECLARATION.
- C. ARTICLE X OF THE DECLARATION PROVIDES THAT ALL OR ANY PART OF THE REAL PROPERTY DESCRIBED IN EXHIBIT "B" OF THE DECLARATION MAY BE ANNEXED TO THE REAL PROPERTY DESCRIBED IN THE BODY OF THE DECLARATION AND MAY BE MADE SUBJECT TO THE SCHEME OF THE DECLARATION AND SUBJECT TO THE JURISDICTION OF THE CHARTER POINT COMMUNITY ASSOCIATION, INC., UPON THE CONDITIONS STATED IN SAID ARTICLE X BY THE FILING OF A SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.

NOW, THEREFORE, DECLARANT DECLARES:

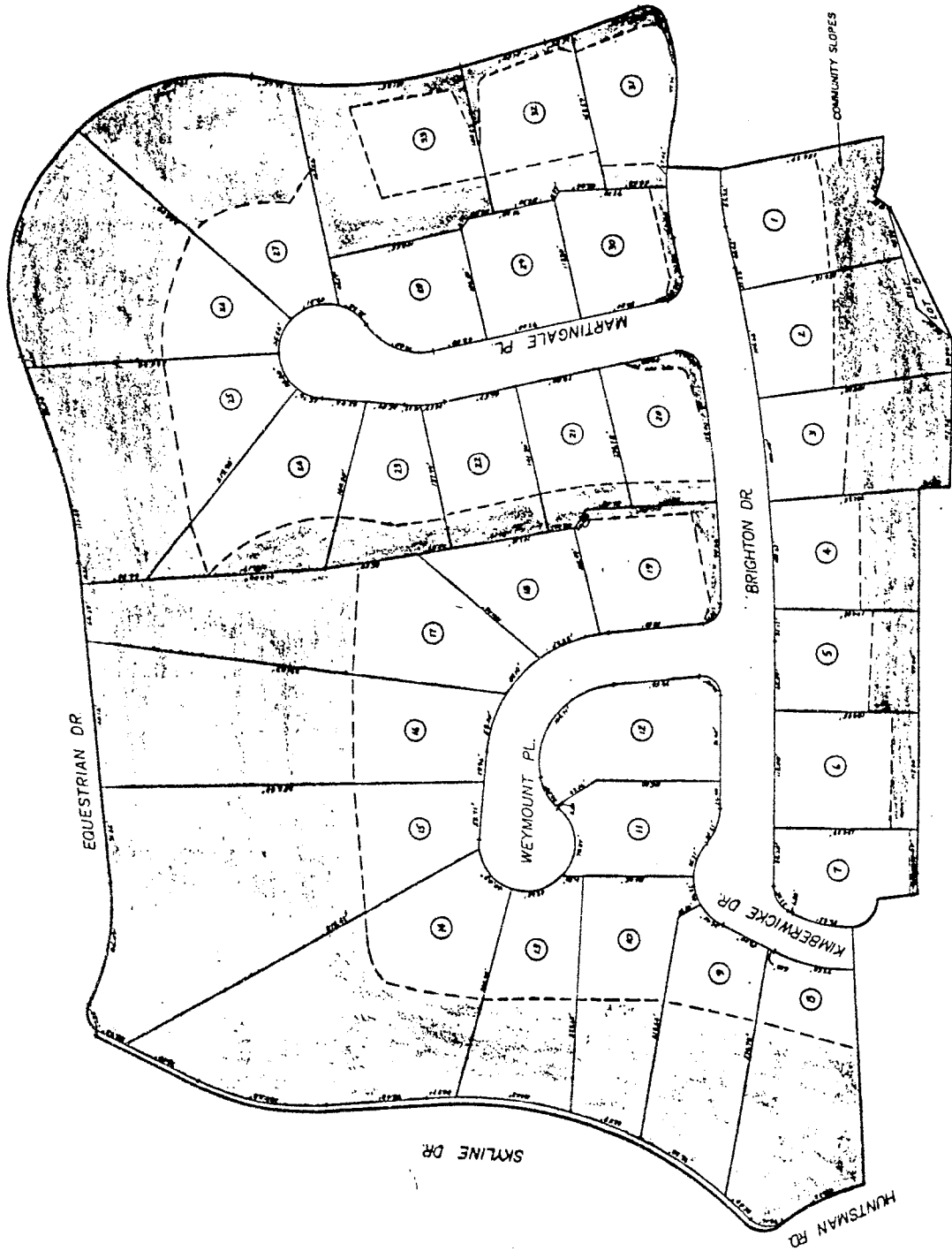
1. THAT THE REAL PROPERTY DESCRIBED AS LOTS 1 THROUGH 33, INCLUSIVE, OF TRACT 5794 ARE AND SHALL HEREAFTER BE HELD, TRANSFERRED, SOLD, CONVEYED, AND OCCUPIED SUBJECT TO THE EASEMENTS, RESTRICTIONS, COVENANTS, CONDITIONS, CHARGES AND LIENS SET FORTH IN THE DECLARATION, WHICH DECLARATION IS BY THIS REFERENCE INCORPORATED HEREIN AND MADE A PART HEREOF. SAID EASEMENTS, RESTRICTIONS, COVENANTS, CONDITIONS, CHARGES AND LIENS ARE HEREBY DECLARED TO BE FOR THE PURPOSE OF PROTECTING THE VALUE AND DESIRABILITY OF THE PROPERTY SUBJECT TO THE DECLARATION, INCLUDING TRACT 5794 ANNEXED HEREIN, AND SHALL RUN WITH THAT REAL PROPERTY AND BE BINDING UPON ALL PARTIES HAVING ANY RIGHT, TITLE OR INTEREST IN SAID PROPERTY, OR ANY PART THEREOF, THEIR HEIRS, SUCCESSORS AND ASSIGNS, AND SHALL INURE TO THE BENEFIT OF EACH OWNER THEREOF.
2. THE MAINTENANCE ASSESSMENTS PROVIDED FOR IN ARTICLE III OF THE DECLARATION SHALL COMMENCE AS TO THE LOTS IN TRACT 5794, AND THE OBLIGATIONS OF THE CHARTER POINT COMMUNITY ASSOCIATION, INC., FOR REPAIR AND MAINTENANCE WITHIN TRACT 5794 PURSUANT TO ARTICLE VI OF THE DECLARATION SHALL COMMENCE ON THE FIRST OF THE MONTH FOLLOWING THE CONVEYANCE OF THE FIRST LOT WITHIN TRACT 5794 BY DECLARANT TO AN OWNER. THE MONTHLY INSTALLMENT OF SAID MAINTENANCE ASSESSMENTS FOR THE CALENDAR MONTH IN WHICH SUCH CONVEYANCE IS RECORDED SHALL BE EQUITABLY PRORATED IN THE EVENT THAT SAID CONVEYANCE IS NOT RECORDED ON THE FIRST DAY OF SUCH CALENDAR MONTH.

IN WITNESS WHEREOF, THE UNDERSIGNED, BEING THE DECLARANT HEREIN, HAS EXECUTED THE SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ON THE DAY AND YEAR FIRST HEREINABOVE WRITTEN.

CHARTER DEVELOPMENT CORPORATION

BY ROB PARTIN
ROB PARTIN, PRESIDENT

BY JOHN W. ULLOM
JOHN W. ULLOM, SECRETARY



TRACT 5794

COWAN HEIGHTS, COUNTY OF ORANGE

COMMUNITY SLOPE EXHIBIT 'A'
TO ACCOMPANY THE CCR'S

PLEASE COMPLETE THIS INFORMATION

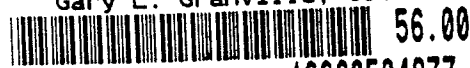
RECORDING REQUESTED BY:

Charter Point Community
Association

AND WHEN RECORDED MAIL TO:

Charter Point Community Assoc.
P.O. Box 3
Tustin, California 92781

Recorded in the County of Orange, California
Gary L. Granville, Clerk/Recorder



19960504877 10:27am 10/03/96

005 22015237 22 59
A23 16 7.00 45.00 4.00 0.00 0.00 0.00

THIS SPACE FOR RECORDER'S USE ONLY

TITLE OF DOCUMENT:

AMENDMENT TO DECLARATIONS OF COVENANTS, CONDITIONS,
AND RESTRICTIONS

TRACT NOS. 8797 and 5794

Orange County, California

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(Additional recording fee applies)

AMENDMENT TO DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS

TRACT NOS. 8797 and 5794
Orange County, California

This Declaration, made this 3 day of October, 1996, by Charter Point Community Association, a California Corporation;

WHEREAS, on December 17, 1974, in book 11306, page 678 of Official Records of Orange County, California, there was recorded a Declaration of Covenants, Conditions, and Restrictions affecting Tract 8797, in the County of Orange, State of California, as shown on a map recorded in book 350, pages 38 through 42, inclusive of Miscellaneous Maps in the office of the county recorder of said county;

WHEREAS, on May 5, 1975, in book 11393, page 1279 of Official Records of Orange County, California, there was recorded a Supplementary Declaration of Covenants, Conditions, and Restrictions, which annexed and made subject to said Declaration Tract 5794, in the County of Orange, State of California, as shown on a map recorded in book 355, pages 7 through 12, inclusive of Miscellaneous Maps in the office of the county recorder of said county;

WHEREAS, the undersigned, as owners of seventy-five percent (75%) of the Lots in said Tracts, desire to amend said Declaration in accordance with Article IX, Section 6 therein, by changing Article VIII, Section 6 to read as follows:

ARTICLE VIII
USE RESTRICTIONS

Section 6. Except as expressly provided herein, no animals, livestock, poultry, bees or other insects of any kind shall be raised, bred, or kept on any lot except that dogs, cats or other household pets may be kept on the lots, provided that they are not kept, bred or maintained for any commercial purpose or in unreasonable numbers. Lot 1, Tract No. 8797 may however, keep horses on said Lot as long as County ordinances allow horses on such Lot. Notwithstanding the foregoing, no animals or fowl may be kept on any of the lots which results in an annoyance or are obnoxious to residents in the vicinity.

Except as hereby amended, said declaration shall remain unchanged and in full force and effect.

RECORDING REQUESTED
BY AND MAIL TO

20422

BOOK 12462P6 1973

RECORDED IN OFFICIAL RECORDS
ORANGE COUNTY, CALIFORNIA

FORREST E. LOGAN
1492 MARTINGALE PLACE
SANTA ANA, CAL. 92705

\$ 19.00

4 10 PM NOV 18 1977

AMENDMENT TO DECLARATION

J. WYLIE CARLYLE, County Recorder

OF COVENANTS, CONDITIONS, AND RESTRICTIONS

TRACT NOS. 8797 AND 5794

WHEREAS, on December 17, 1974, in book 11306, page 678 of Official Records of Orange County, California, there was recorded a Declaration of Covenants, Conditions, and Restrictions affecting Tract 8797, in the County of Orange, State of California, as shown on a map recorded in book 350, pages 38 through 42, inclusive of Miscellaneous Maps in the office of the county recorder of said county;

WHEREAS, on May 5, 1975, in book 11393, page 1279 of Official Records of Orange County, California, there was recorded a Supplementary Declaration of Covenants, Conditions, and Restrictions, which annexed and made subject to said Declaration Tract 5794, in the County of Orange, State of California, as shown on a map recorded in book 355, pages 7 through 12, inclusive of Miscellaneous Maps in the office of the county recorder of said county;

WHEREAS, the undersigned, as owners of seventy-five percent (75%) of the Lots in said Tracts, desire to amend said Declaration by adding to Article VIII, SECTION 22 and SECTION 23 as set forth below;

NOW, THEREFORE, the undersigned do hereby amend said Declaration and Supplementary Declaration by adding to Article VIII said SECTION 22 and said SECTION 23.

ARTICLE VIII

SECTION 22 NO LOT SHALL BE SUBDIVIDED UNLESS SUBDIVIDING OF SAID LOT IS APPROVED BY THE AFFIRMATIVE ASSENT OF NOT LESS THAN SEVENTY-FIVE PERCENT (75%) OF THE OWNERS IN WRITING ON THE FORMAT ATTACHED HERETO AND UNTIL SAID AFFIRMATIVE ASSENT IN WRITING IS PROPERLY RECORDED IN THE OFFICIAL RECORD OF THE APPROPRIATE GOVERNMENTAL JURISDICTION.

SECTION 23 NO LOT SHALL CONTAIN MORE THAN ONE RESIDENTIAL STRUCTURE UNLESS MORE THAN ONE RESIDENTIAL STRUCTURE ON SAID LOT IS APPROVED BY THE AFFIRMATIVE ASSENT OF NOT LESS THAN SEVENTY-FIVE PERCENT (75%) OF THE OWNERS IN WRITING ON THE FORMAT ATTACHED HERETO AND UNTIL SAID AFFIRMATIVE ASSENT IN WRITING IS PROPERLY RECORDED IN THE OFFICIAL RECORD OF THE APPROPRIATE GOVERNMENTAL JURISDICTION.

FORMAT FOR
APPROVAL OF A SUBDIVISION OF A LOT

TRACT NOS. 8797 AND 5794

WHEREAS, on December 17, 1974, in book 11306, page 678 of Official Records of Orange County, California, there was recorded a Declaration of Covenants, Conditions, and Restrictions affecting Tract 8797, in the County of Orange, State of California, as shown on a map recorded in book 350, pages 38 through 42, inclusive of Miscellaneous Maps in the office of the county recorder of said county;

WHEREAS, on May 5, 1975, in book 11393, page 1279 of Official Records of Orange County, California, there was recorded a Supplementary Declaration of Covenants, Conditions, and Restrictions, which annexed and made subject to said Declaration Tract 5794, in the County of Orange, State of California, as shown on a map recorded in book 355, pages 7 through 12, inclusive of Miscellaneous Maps in the office of the county recorder of said county;

WHEREAS, on _____, 1977, in book _____, page _____ of Official Records of Orange County, California there was recorded an Amendment to said Declaration of Covenants, Conditions, and Restrictions which added Article VIII, Section 22 thereto;

NOW, THEREFORE, the undersigned, as owners of seventy-five percent (75%) of the Lots in said Tracts, do hereby approve of

the subdivision of Lot _____ of Tract _____, also known as
_____ Street Address

as shown on the hereto attached map of said Lot.

* * * * *

IN TESTIMONY WHEREOF, I hereunto set my hand this _____ day of _____, 1977.

OWNER(S) _____
LOT _____ TRACT _____
STREET ADDRESS _____
WITNESSED _____ DATE _____

* * * * *

Repeat owner signature paragraph as necessary to obtain required signatures.

FORMAT FOR APPROVAL

OF MORE THAN ONE RESIDENTIAL STRUCTURE ON A LOT

TRACT NOS. 8797 AND 5794

WHEREAS, on December 17, 1974, in book 11306, page 678 of Official Records of Orange County, California, there was recorded a Declaration of Covenants, Conditions, and Restrictions affecting Tract 8797, in the County of Orange, State of California, as shown on a map recorded in book 350, pages 38 through 42, inclusive of Miscellaneous Maps in the office of the county recorder of said county;

WHEREAS, on May 5, 1975, in book 11393, page 1279 of Official Records of Orange County, California, there was recorded a Supplementary Declaration of Covenants, Conditions, and Restrictions, which annexed and made subject to said Declaration Tract 5794, in the County of Orange, State of California, as shown on a map recorded in book 355, pages 7 through 12, inclusive of Miscellaneous Maps in the office of the county recorder of said county;

WHEREAS, on _____, 1977, in book _____, page _____ of Official Records of Orange County, California there was recorded an Amendment to said Declaration of Covenants, Conditions, and Restrictions which added Article VIII, Section 23 thereto;

NOW, THEREFORE, the undersigned, as owners of seventy-five percent (75%) of the Lots in said Tracts, do hereby approve of more than one residential structure on

Lot _____ of Tract _____, also known as

Street Address

as shown on the hereto attached site plan of said Lot.

* * * * *

IN TESTIMONY WHEREOF, I hereunto set my hand this _____ day of _____, 1977.

OWNER(S) _____

LOT _____ TRACT _____

STREET ADDRESS _____

WITNESSED _____ DATE _____

* * * * *

Repeat owner signature paragraph as necessary to obtain required signatures.

AMENDMENT CONTINUED

IN TESTIMONY WHEREOF, I hereunto set my hand this 14 day of Nov., 1977.

OWNER(S) John A. Howard & Patricia H. Haratakin
LOT 11 TRACT 5794
STREET ADDRESS 1512 Weymouth Pl., Santa Ana
WITNESSED Jacqueline E. Doyle DATE 11-14-77
11-18-77

* * * * *

IN TESTIMONY WHEREOF, I hereunto set my hand this 14th day of Nov., 1977.

OWNER(S) Fanny J. Anderson & Cathy Anderson
LOT 9 TRACT 5794
STREET ADDRESS 1572 Kimberwick Dr. Santa Ana
WITNESSED Jacqueline E. Doyle DATE 11-14-77
11-18-77

* * * * *

IN TESTIMONY WHEREOF, I hereunto set my hand this 14 day of Nov, 1977.

OWNER(S) Laura Lee & Theresa L.
LOT 4 TRACT 5794
STREET ADDRESS 10712 Brighton Dr. Santa Ana.
WITNESSED Jacqueline E. Doyle DATE 11-14-77
11-18-77

* * * * *

IN TESTIMONY WHEREOF, I hereunto set my hand this 14 day of Nov., 1977.

OWNER(S) Ernest Ngo & Jacqueline Ngo
LOT 2 TRACT 5794
STREET ADDRESS 10672 Brighton Dr. Santa Ana Ca
WITNESSED Jacqueline E. Doyle DATE 11-14-77
11-18-77

* * * * *

IN TESTIMONY WHEREOF, I hereunto set my hand this 14 day of NOVEMBER, 1977.

OWNER(S) Janet D. Bunker & Keith L. Bunker
LOT 3 TRACT 5794
STREET ADDRESS 10692 Brighton, Santa Ana, Calif
WITNESSED Jacqueline E. Doyle DATE 11-14-77
11-18-77

AMENDMENT CONTINUED

IN TESTIMONY WHEREOF, I hereunto set my hand this 17 day of Nov, 1977.

OWNER(S) Dallas R. Morse Gene M. Morse
LOT 19 TRACT 5794
STREET ADDRESS 1541 WEYMOUNT PARK
WITNESSED Jacqueline E. Doyle DATE 11-18-77

* * * * *

IN TESTIMONY WHEREOF, I hereunto set my hand this 17 day of Nov, 1977.

OWNER(S) Christopher W. Grimshaw / Susan M. Grimshaw
LOT 2 TRACT 8797
STREET ADDRESS 10802 Skyline Dr.
WITNESSED Jacqueline E. Doyle DATE 11-18-77

* * * * *

IN TESTIMONY WHEREOF, I hereunto set my hand this 17 day of Nov, 1977.

OWNER(S) Allen Edgar Schack / Ruth Annette Schack
LOT 10 TRACT 8797
STREET ADDRESS 10745 Equestrian Dr.
WITNESSED Jacqueline E. Doyle DATE 11-18-77

* * * * *

IN TESTIMONY WHEREOF, I hereunto set my hand this 18 day of Nov, 1977.

OWNER(S) Edward Harmon Elyse W. Harmon
LOT 9 TRACT 8797
STREET ADDRESS 10757 Cambridge Dr
WITNESSED Jacqueline E. Doyle DATE 11-18-77

* * * * *

IN TESTIMONY WHEREOF, I hereunto set my hand this _____ day of _____, 1977.

OWNER(S) _____
LOT _____ TRACT _____
STREET ADDRESS _____
WITNESSED _____ DATE _____

STATE OF CALIFORNIA,
COUNTY OF ORANGE

On November 18, 1977 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Jacqueline E. Doyle personally known to me to be the person whose name is subscribed to the within and annexed Instrument, as a Witness thereto, who being by me duly sworn, deposes and says:

That she resides at 1506 Weymount Place Santa Ana, California 92705, and that she was present and saw

- JOHN ALEX HARETAKIS, CATHERINE MAY HARETAKIS,
- LARRY J. ANDERSON, CATHY E. ANDERSON
- LANTON LEE, THERESE R. LEE,
- ERNEST NGO, JACQUELINE NGO,
- KENT T. BURTON, JANET D. BURTON,
- DANIEL Y. OH, JANICE S. OH,
- JOSEPH W. MACKIN, MAGDALENE S. MACKIN,
- TED J. MORIARTY, JOAN F. MORIARTY,
- FRANK HAROLD TAYLOR,
- WILLIAM R. MEWSE, ALENE M. MEWSE,
- CHRISTOPHER W. GRIMSHAW, SUSAN M. GRIMSHAW,
- ALLAN EDGAR SCHACK, RUTH ANNETTE SCHACK
- HOWARD HAMM, CLYDE W. HAMM

personally known to her to be the same persons described in and whose names subscribed to the within and annexed Instrument, execute and deliver the same, said Instrument entitled "Amendment to Declaration of Covenants, Conditions and Restrictions for Tract Nos. 8797 and 5794," and she acknowledged to the undersigned Notary Public that she executed the same and subscribed her name thereto as a Witness before the undersigned Notary Public.

Signature of Affiant: Jacqueline E. Doyle
Jacqueline E. Doyle

Signature: Jean J. Larkins

Notary Public in and for said County and State
OFFICIAL SEAL
JEAN J. LARKINS
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My comm. expires OCT 11, 1980

AMENDMENT CONTINUED

IN TESTIMONY WHEREOF, I hereunto set my hand this 12 day of November, 1977.

OWNER(S) John & Lilla Jane McCall
LOT # 5 TRACT 1 8797
STREET ADDRESS 10771 Equestrian Dr.
WITNESSED Christopher W. Dimsheuer DATE 11/18/77

IN TESTIMONY WHEREOF, I hereunto set my hand this 12th day of NOVEMBER, 1977.

OWNER(S) Maurine Souer Robert Souer
LOT 6 TRACT 8797
STREET ADDRESS 10765 EQUESTRIAN DR.
WITNESSED Christopher W. Dimsheuer DATE 11/18/77

IN TESTIMONY WHEREOF, I hereunto set my hand this 12th day of November, 1977.

OWNER(S) Betty McDaniel, Trustee, Paul & Mrs. Paul Ten Tee
LOT 12 TRACT 8797
STREET ADDRESS 10735 Equestrian
WITNESSED Christopher W. Dimsheuer DATE 11/18/77

IN TESTIMONY WHEREOF, I hereunto set my hand this 12th day of NOVEMBER, 1977.

OWNER(S) Robert E. Fraden + Mary H. Fraden
LOT 18 TRACT 8797
STREET ADDRESS 10705 EQUESTRIAN DR
WITNESSED Christopher W. Dimsheuer DATE 11/18/77

IN TESTIMONY WHEREOF, I hereunto set my hand this 12th day of November, 1977.

OWNER(S) Clare Lee Taylor Mary Anne Houghton
LOT 1 TRACT 8797
STREET ADDRESS 10696 Skyline Dr.
WITNESSED Christopher W. Dimsheuer DATE 11/18/77

AMENDMENT CONTINUED

IN TESTIMONY WHEREOF, I hereunto set my hand this 13th day of November, 1977.

OWNER(S) Geraldine A. Placek - James A. Placek
LOT 19 TRACT 8797
STREET ADDRESS 10701 Equestrian Dr.
WITNESSED Christopher W. Dumschaw DATE 11-13-77
11/18/77

IN TESTIMONY WHEREOF, I hereunto set my hand this 13 day of Nov., 1977.

OWNER(S) Jim P. Spear Constance Spear
LOT 17 TRACT 8797
STREET ADDRESS 10711 EQUESTRIAN DR.
WITNESSED Christopher W. Dumschaw DATE 11-13-77
11/18/77

IN TESTIMONY WHEREOF, I hereunto set my hand this 13th day of November, 1977.

OWNER(S) Ralph Franklin & Leah Franklin
LOT 16 TRACT 8797
STREET ADDRESS 10715 Equestrian Dr
WITNESSED Christopher W. Dumschaw DATE 11/13/77
11/18/77

IN TESTIMONY WHEREOF, I hereunto set my hand this 13th day of November, 1977.

OWNER(S) Henry P. Brent & Elta Grace Brenton
LOT 14 TRACT 8797
STREET ADDRESS 10725 EQUESTRIAN DR.
WITNESSED Christopher W. Dumschaw DATE 11/13/77
11/18/77

IN TESTIMONY WHEREOF, I hereunto set my hand this 13th day of NOVEMBER, 1977.

OWNER(S) Paul & Paula Cuthrell Burke
LOT 13 TRACT 8797
STREET ADDRESS 10731 EQUESTRIAN DR
WITNESSED Christopher W. Dumschaw DATE _____
11/18/77

AMENDMENT CONTINUED

IN TESTIMONY WHEREOF, I hereunto set my hand this 13^d day of NOV., 1977.

OWNER(S) Steve Bissel Judith M. Bissel
LOT 8 TRACT 8797

STREET ADDRESS 10755 EQUESTRIAN DRIVE

WITNESSED Christopher W. Drimshaw DATE 11/18/77

IN TESTIMONY WHEREOF, I hereunto set my hand this 13th day of November, 1977.

OWNER(S) Mrs. Dolores Torres Salama
LOT 7 TRACT 8797

STREET ADDRESS 1976 Equestrian Dr.

WITNESSED Christopher W. Drimshaw DATE 11/18/77

IN TESTIMONY WHEREOF, I hereunto set my hand this 13th day of November, 1977.

OWNER(S) Sid Challenor Jim Allen
LOT 4 TRACT 8797

STREET ADDRESS 10775 EQUESTRIAN DR.

WITNESSED Christopher W. Drimshaw DATE 11/18/77

IN TESTIMONY WHEREOF, I hereunto set my hand this 13th day of NOVEMBER, 1977.

OWNER(S) Frank S. Chan Jean Y. Chan
LOT 13 TRACT 8797

STREET ADDRESS 10781 EQUESTRIAN DR.

WITNESSED Christopher W. Drimshaw DATE 11/18/77

IN TESTIMONY WHEREOF, I hereunto set my hand this 13th day of NOVEMBER, 1977.

OWNER(S) Shihyung Chung Eunwah Chung
LOT 33 TRACT 5794

STREET ADDRESS 10726 EQUESTRIAN DR. SANTA ANA.

WITNESSED Christopher W. Drimshaw DATE 11/18/77

AMENDMENT CONTINUED

IN TESTIMONY WHEREOF, I hereunto set my hand this _____ day of _____, 1977.

OWNER(S) Brady M. Ponce
LOT 38 TRACT 5794
STREET ADDRESS 10716 Equestrian Dr. Santa Ana
WITNESSED Christopher W. Dimschau DATE 11/18/77

IN TESTIMONY WHEREOF, I hereunto set my hand this 14th day of November, 1977.

OWNER(S) Forest E. Logan, Dolores M. Logan
LOT 24 TRACT 5794
STREET ADDRESS 1492 Martingale Place
WITNESSED Christopher W. Dimschau DATE 11/18/77

IN TESTIMONY WHEREOF, I hereunto set my hand this 14th day of NOVEMBER, 1977.

OWNER(S) Sam Fisher + Nila Fisher
LOT _____ TRACT _____
STREET ADDRESS 10622 BRIGHTON DR., SANTA ANA
WITNESSED Christopher W. Dimschau DATE 11-14-77
11/18/77

IN TESTIMONY WHEREOF, I hereunto set my hand this 16th day of NOVEMBER, 1977.

OWNER(S) Robert L. Thompson William R. Thompson
LOT 20 TRACT 8797
STREET ADDRESS 10706 EQUSTRIAN DR.
WITNESSED Christopher W. Dimschau DATE 11/18/77

IN TESTIMONY WHEREOF, I hereunto set my hand this 17th day of NOVEMBER, 1977.

OWNER(S) Linda Fay Cecil David K. Cecil
LOT 15 TRACT 8797
STREET ADDRESS 10721 Equestrian Dr.
WITNESSED Christopher W. Dimschau DATE 11/18/77

STATE OF CALIFORNIA,
COUNTY OF ORANGE

On November 18, 1977 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Christopher W. Grimshaw personally known to me to be the person whose name is subscribed to the within and annexed Instrument, as a Witness thereto, who being by me duly sworn, deposes and says:

That he resides at 10802 Skyline Drive Santa Ana, California 92705, and that he was present and saw

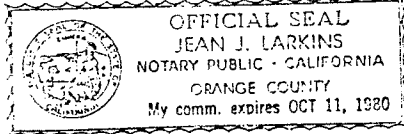
- JOSEPH F. VILLA, IRENE M. VILLA,
- ROBERT SOUW, MAURINE SOUW,
- BETTY McDANIEL, JAMES F. McDANIEL,
- ROBERT E. FRALA, MYRA K. FRALA,
- GEORGE L. HOUGHTON, MARY J. HOUGHTON,
- GERALDINE A. PLACEK, JAMES A. PLACEK,
- JIM D. SPEARS, CONSTANCE SPEARS,
- RALPH FRANKLIN, LEAH FRANKLIN,
- HENRY J. BREWTON III, ELTA GRACE BREWTON,
- J. J. BURKE, CINDA CUTLIF BURKE,
- STEVEN BIRCSAK, JUDIT BIRCSAK,
- HENRY TOLJMA, CARROLL L. TOLJMA,
- GREG PAUL CHILLEMI, JOHN JONES,
- FRANK S. CHAO, JEAN T. CHAO,
- SHIH YULKS SHENG, SUN WAH SHENG,
- FORREST F. LOGAN, DOLORES M. LOGAN,
- JAMES T. ASHER, NILA ASHER,
- WILLIAM E. THOMPSON, KRISTEN L. THOMPSON,
- DAVID KEITH CECIL, LINDA KAY CECIL

personally known to him to be the same persons described in and whose names subscribed to the within and annexed Instrument, execute and deliver the same, said Instrument entitled "Amendment to Declaration of Covenants, Conditions and Restrictions for Tract Nos. 8797 and 5794," and he acknowledged to the undersigned Notary Public that he executed the same and subscribed his name thereto as a Witness before the undersigned Notary Public.

Signature of Affiant: Christopher W. Grimshaw
Christopher W. Grimshaw

Signature: Jean J. Larkins

Notary Public in and for said County and State



AMENDMENT CONTINUED

IN TESTIMONY WHEREOF, I hereunto set my hand this 16th day of November, 1977.

OWNER(S) Jung H. Hoyle Jacquelin E. Doyle
LOT 14 TRACT 5794
STREET ADDRESS 1506 WEYMOUTH PL. SANTA ANA
WITNESSED [Signature] DATE 11-16-77
11-18-77 *****

IN TESTIMONY WHEREOF, I hereunto set my hand this 16 day of November, 1977.

OWNER(S) [Signature] Primary Steffy
LOT 29 TRACT 5794
STREET ADDRESS 1521 Martingale Pl. SA.
WITNESSED [Signature] DATE 11-16-77
11-18-77 *****

IN TESTIMONY WHEREOF, I hereunto set my hand this 16th day of NOVEMBER, 1977.

OWNER(S) [Signature] & Diane L. [Signature]
LOT 21 TRACT 5794
STREET ADDRESS 1522 Martingale
WITNESSED [Signature] DATE 11-16-77
11-18-77 *****

IN TESTIMONY WHEREOF, I hereunto set my hand this 16th day of November, 1977.

OWNER(S) Kay G. Camp, George A. Gentry
LOT 23 TRACT 5794
STREET ADDRESS 1502 Martingale Pl. Santa Ana
WITNESSED [Signature] DATE 11/16/77
11-18-77 *****

IN TESTIMONY WHEREOF, I hereunto set my hand this 16th day of November, 1977.

OWNER(S) Leah Padmanabhan, Akshinivasan Padmanabhan
[Signature] Padmanabhan (M)
LOT 27 TRACT 5794
STREET ADDRESS 1481 Martingale Pl
WITNESSED [Signature] DATE 11/16/77
11-18-77

AMENDMENT CONTINUED

IN TESTIMONY WHEREOF, I hereunto set my hand this 16th day of November, 1977.

OWNER(S) Robert A. Eck Carmen Ann Eck
LOT #26 TRACT #5794
STREET ADDRESS 1471 Martingale Place Santa Ana
WITNESSED [Signature] DATE 11/16/77
11-18-77

IN TESTIMONY WHEREOF, I hereunto set my hand this 16th day of November, 1977.

OWNER(S) Mildred H. Fredricks
LOT #25 TRACT 5794
STREET ADDRESS 1482 Martingale Pl. Santa Ana
WITNESSED [Signature] DATE 11-18-77

IN TESTIMONY WHEREOF, I hereunto set my hand this 16 day of November, 1977.

OWNER(S) Catherine A. DeLuca John T. DeLuca
LOT 20 TRACT #5794
STREET ADDRESS 10688 Brighton Dr. Santa Ana
WITNESSED [Signature] DATE 11-18-77

IN TESTIMONY WHEREOF, I hereunto set my hand this 18th day of November, 1977.

OWNER(S) John S. Davis Carol L. Parise
LOT 28 TRACT 5794
STREET ADDRESS 1501 MARTINGALE PL, SANTA ANA
WITNESSED [Signature] DATE 11-18-77

IN TESTIMONY WHEREOF, I hereunto set my hand this 19th day of November, 1977.

OWNER(S) Henry A. Fredricks
LOT 25 TRACT 5794
STREET ADDRESS 1482 Martingale Pl. Santa Ana
WITNESSED [Signature] DATE Nov. 18, 1977

AMENDMENT CONTINUED

IN TESTIMONY WHEREOF, I hereunto set my hand this 18th day of November, 1977.

OWNER(S) Annabelle M. Riley Raymond P. Rain
LOT 31 TRACT 5794
STREET ADDRESS 10621 Brighton Ave. S.A.
WITNESSED [Signature] DATE 11-17-77

* * * * *

IN TESTIMONY WHEREOF, I hereunto set my hand this _____ day of _____, 1977.

OWNER(S) _____
LOT _____ TRACT _____
STREET ADDRESS _____
WITNESSED _____ DATE _____

* * * * *

IN TESTIMONY WHEREOF, I hereunto set my hand this _____ day of _____, 1977.

OWNER(S) _____
LOT _____ TRACT _____
STREET ADDRESS _____
WITNESSED _____ DATE _____

* * * * *

IN TESTIMONY WHEREOF, I hereunto set my hand this _____ day of _____, 1977.

OWNER(S) _____
LOT _____ TRACT _____
STREET ADDRESS _____
WITNESSED _____ DATE _____

* * * * *

IN TESTIMONY WHEREOF, I hereunto set my hand this _____ day of _____, 1977.

OWNER(S) _____
LOT _____ TRACT _____
STREET ADDRESS _____
WITNESSED _____ DATE _____

STATE OF CALIFORNIA,
COUNTY OF ORANGE

On November 18, 1977, 1977 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Ted J. Moriarty personally known to me to be the person whose name is subscribed to the within and annexed Instrument, as a Witness thereto, who being by me duly sworn, deposes and says:

That he resides at 1512 Martingale Place
Santa Ana, California 92705, and that he was present and saw

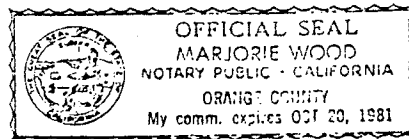
JERRY D. DOYLE, JACQUELINE E. DOYLE
RICHARD E. STEFFY, ROSEMARY STEFFY
JAN D. SCHROEDER, DIANE J. SCHROEDER
GEORGE S. CHUNG, KAY H. CHUNG
LEAH PADMANGALAN, LAKSHMI ARASIMAN
PADMANGALAN
ROBERT A. ECK, CAROLE ANN ECK
MILDRED A. FREDRICKS
JOHN T. De George, CATHERINE A. DeGeorge
JOHN S. PARISE, CAROLE L. PARISE
GUNABELL N. RILEY, RAYMOND F. RACINE

personally known to him to be the same persons described in and whose names subscribed to the within and annexed Instrument, execute and deliver the same, said Instrument entitled "Amendment to Declaration of Covenants, Conditions and Restrictions for Tract Nos. 8797 and 5794," and he acknowledged to the undersigned Notary Public that he executed the same and subscribed his name thereto as a Witness before the undersigned Notary Public.

Signature of Affiant: *Ted Moriarty*
Ted. J. Moriarty

Signature: *Marjorie Wood*

Notary Public in and for said County and State



STATE OF CALIFORNIA,
COUNTY OF ORANGE

On November 18, 1977 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Forrest E. Logan personally known to me to be the person whose name is subscribed to the within and annexed Instrument, as a Witness thereto, who being by me duly sworn, deposes and says:

That he resides at 1492 Martingale Place
Santa Ana, California 92705, and that he was present and saw

Henry A. Fredricks

personally known to him to be the same person described in and whose name subscribed to the within and annexed Instrument, execute and deliver the same, said Instrument entitled "Amendment to Declaration of Covenants, Conditions and Restrictions for Tract Nos. 8797 and 5794," and he acknowledged to the undersigned Notary Public that he executed the same and subscribed his name thereto as a Witness before the undersigned Notary Public.

Signature of Affiant: _____

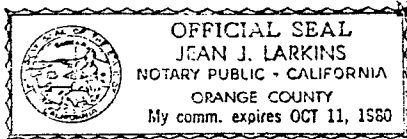
Forrest E. Logan

Forrest E. Logan

Signature: _____

Jean J. Larkins

Notary Public in and for said County and State



**RECORDING REQUESTED BY,
AND WHEN RECORDED, MAIL TO:**

Tinnelly Law Group, APC
27101 Puerta Real, Suite 250
Mission Viejo, California 92691

Recorded in Official Records, Orange County
Hugh Nguyen, Clerk-Recorder



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**SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
TRACT NOS. 8797 AND 5794
ORANGE COUNTY, CALIFORNIA**

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TRACT NOS. 8797 AND 5794, ORANGE COUNTY, CALIFORNIA ("**Second Amendment**") is being made on the date set forth in the attached Certificate of Amendment, by the Charter Point Community Association, a California nonprofit mutual benefit corporation ("**Association**"), with reference to the following facts:

A. Reference is hereby made to that certain Declaration of Covenants, Conditions and Restrictions recorded on December 17, 1974, in book 11306, page 678 of the Official Records of Orange County, California, as shown on a map recorded in book 350, pages 38 through 42, inclusive of Miscellaneous Maps in the office of the County Recorder of Orange County, California, and to that certain Supplementary Declaration of Covenants, Conditions, and Restrictions recorded on May 5, 1975, in book 11393, page 1279 of the Official Records of Orange County, California, which annexed and made subject to said Declaration of Tract 5794, in the County of Orange, State of California, as shown on a map recorded in book 355, pages 7 through 12, inclusive of Miscellaneous Maps in the office of the County Recorder of Orange County, California ("**Declaration**").

B. The Declaration may be amended only by vote or written consent of the members representing not less than seventy-five percent (75%) of the owners of the Association.

D. As set forth in the attached Certificate of Amendment, this Second Amendment received the necessary approval of members pursuant to an election held by secret ballot in accordance with Sections 5100 through 5130 of the California Civil Code and Article IX, Section 5 of the Declaration.

NOW, THEREFORE, pursuant to Article IX, Section 5 of the Declaration, Article V of the Declaration is amended and restated to read as follows:

ARTICLE V
ARCHITECTURAL CONTROL

Section 1. Members of the Architectural Committee. The Architectural Committee shall be composed of three (3) or more Association members appointed by the Board. Architectural Committee members shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in performing their duties. Board members may serve as Architectural Committee members. Architectural Committee members serve at the discretion of the Board and may be removed at any time and for any reason as the Board deems proper.

Section 2. Powers and Duties. The Architectural Committee shall consider and act upon all plans and specifications submitted for its approval, including inspection of work in progress to assure conformance with plans approved by the Architectural Committee, and shall perform such other duties as the Board assigns to it. The Architectural Committee has the power but not the duty to retain consultants to advise the Architectural Committee in connection with its decisions. The Architectural Committee shall have the right to require any Owner to remove, trim, top or prune any tree or type of landscaping which, in the belief of the Architectural Committee, unreasonably impedes the Intended View, as defined in section 9.1 below, of any Lot.

Section 3. Issuance of Architectural Guidelines. The Architectural Committee, upon approval of the Board, shall have the right to issue and regularly update its architectural guidelines. The application and enforcement of updates to architectural guidelines shall not be retroactive. The architectural guidelines shall include rules or guidelines setting forth procedures for the submission of plans for approval, may require a reasonable fee to accompany each application for approval, and may identify additional factors which the Architectural Committee will consider in reviewing submissions. The Architectural Committee may require such detail in plans and specifications submitted for its review as it deems proper, including landscape plans, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior material and colors.

Section 4. Improvements Requiring Approval. No construction, installation or alteration of an Improvement upon any Lot may be commenced until the plans and specifications therefor showing the nature, kind, shape, height, width, color, materials and location thereof have been submitted to and approved in writing by the Architectural Committee. As used in this Article, "Improvement" means the exterior of any structure and any appurtenance thereto including a building, walkway, garage, parking area, fence, any type of wall, awning, stairs, deck, antennae, windbreak, or pole. The Architectural Committee may identify additional items that are Improvements requiring approval pursuant to this Article. Approval of submitted plans may be withheld if the Architectural Committee believes that the proposed improvement(s), alteration(s), or modifications would obstruct the Intended View from any lot. A purchaser of a property subject to an architectural dispute with the Association and/or the Architectural Committee assumes all legal liability of the prior property owner and is bound to comply with the requirements of this article as

though the purchaser had ownership of the property when the architectural violation or dispute first commenced.

Section 5. Landscaping Requiring Approval. No landscaping, including trees, bushes, shrubs or other plants, which at maturity could exceed the height of the dwelling house on any Lot may be planted or emplaced until the plans and specifications therefor showing the nature, kind, shape, height, width, color, proposed elevation and location thereof have been submitted to and approved in writing by the Architectural Committee. Approval of said plans may be withheld if the Architectural Committee believes that the proposed landscaping would impede the Intended View of any Lot.

Section 6. Application Procedure. The form of application used by the Architectural Committee may include spaces allowing "Impacted Homeowners" to sign or initial the application confirming that they have been notified of the application. The Architectural Committee may establish a definition of "Impacted Homeowner" in its design guidelines; however, in no event shall an Impacted Homeowner or any other Owner be deemed to have a right to approve or disapprove the proposed Improvement or landscaping. Applications will be deemed complete and then may be approved or disapproved by the Architectural Committee even if all of the Impacted Homeowners do not sign the application so long as the applicant submitting plans and specifications certifies that he has requested the Impacted Homeowners to sign the application. If the Architectural Committee receives plans and specifications it determines are not complete, the Architectural Committee may reject the application for approval. The Architectural Committee shall transmit its decision and the reasons therefor to the applicant at the address listed in the application for approval within forty-five (45) days after the Architectural Committee receives all required materials. When the outline of an existing structure is to be altered, a silhouette-of-extension shall be placed in order to allow for a 30-day review period by Impacted Homeowners. Any application submitted pursuant to this Section shall be deemed approved unless the Architectural Committee transmits written disapproval or a request for additional information or materials to the applicant within forty-five (45) days after the later of the date the Architectural Committee receives all required materials and the silhouette-of-extension review period.

Section 7. Standard for Approval. The Architectural Committee shall approve plans and specifications submitted for its approval only if it determines that (a) installation, construction or alterations of the Improvements or landscaping in the locations indicated will not be detrimental to the appearance of the surrounding area of the properties as a whole, (b) the appearance of any structure affected by the proposed Improvements will be in harmony with the surrounding structures, (c) maintenance of the proposed Improvements or landscaping will not become a burden on the Association, (d) installation, construction or alterations of the Improvements or landscaping will not unreasonably interfere with the Adjacent or Impacted Homeowners' use and enjoyment of their properties, and (e) the installation, construction or alterations of the Improvements or landscaping in the manner indicated comports with the view protection requirements contained in this Article and is otherwise consistent with this Declaration. The Applicant shall meet any review or permit requirements of the County of Orange before making any

construction, installation or alterations permitted under this Article. The Architectural Committee's approval or disapproval shall be based solely on the considerations listed in this Article, including any considerations listed in the architectural guidelines issued pursuant to this Article. The Architectural Committee is not responsible for reviewing, nor may its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with civil building, safety or other codes.

Section 8. No Waiver of Future Approvals. Association or Architectural Committee approval of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the Architectural Committee's approval, does not waive any right to withhold approval of any similar proposals, plans and specifications, drawingd or matters subsequently or additionally submitted for approval.

Section 9. View Protection. The Charter Point Community Association was designed and developed to be a view community. The orientation of each residence on each home site provides an "Intended View" to be enjoyed from that residence. The preservation of these Intended Views and the resulting enjoyment they afford each Association member is a primary goal of the Association and the Architectural Committee. Subject to the provisions contained in this Article, no construction, modification, installation or maintenance of any Improvement or landscaping shall interfere with the Intended View from the dwelling on any Lot as defined in this Article 9.1 below. The Association and the Architectural Committee reserve the right to determine on a case-by-case basis what constitutes an interference with the Intended View of a Lot. The Architectural Committee shall give the preservation of Intended View protection priority over all other interests of Adjacent Homeowners and Impacted Homeowners. However, the Architectural Committee may consider each Owner's use and enjoyment of their property in making its decisions. Any construction or modification of Improvements or landscaping so as to obtain or expand the view from any Lot, including its Intended View, shall not require the alteration of neighboring property or landscaping.

Section 9.1. Intended View Defined. As used in this Article, the "Intended View" from a Lot means the contiguous substantive field of vision from the dwelling on a lot to a distant location(s), such as the valley, hills, ocean or other similar attractive sight(s). The Intended View of a Lot is established at the point in time when the Owner took title to the property. The Association and the Architectural Committee reserve the right to determine what the Intended View is for every Lot.

Section 9.2 "Adjacent Homeowner" Defined. As used in this Article, an "Adjacent" Homeowner" is one that immediately adjoins or borders another home site in the Association.

Section 9.3 "Impacted Homeowner" Defined As used in this Article, an "Impacted Homeowner" is one whose Intended View is affected by the improvements, landscaping, or other development on another home site in the Association, or whose Intended View will be affected by the proposed improvements, landscaping, or other development on another home site in the Association. However, in accordance with

Section 6 of this Article, the Architectural Committee may establish a definition of "Impacted Homeowner" in its design guidelines, and such definition will have the full force and effect as it were set forth herein.

Section 10. Variances. The Architectural Committee may authorize variances from compliance with any of the architectural provisions of this Article including restrictions on height, size, floor area or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental consideration require, and all affected parties agree to said variance. Any such variance must be evidenced in writing, must be signed by a majority of the Architectural Committee, and must be approved by the Board before any such variance becomes effective. If variances are granted, no violation of the covenants, conditions and restrictions in this Declaration shall be deemed to have occurred with respect to the matter for which the variances were granted. The granting of a variance does not waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provision of this Declaration covered by the variance, nor does it affect the Owner's obligation to comply with all laws affecting the use of his property. The granting of a variance does not waive any right to withhold granting of any similar variance subsequently or additionally submitted for approval.

Section 11. Appeals. Any decision by the Architectural Committee, including a denial of a submitted application or a determination of view rights may be appealed by a Member in connection with a dispute to the Board for reconsideration. In the event an Architectural Committee decision is appealed to the Board, the Board's decision shall be final. No member of the Board of Directors who is also a member of the Architectural Committee shall participate in the determination of any such appeal. The Board may adopt policies and procedures for the appeal of Architectural Committee decisions.

Section 12. Dispute Resolution. In the event that a dispute arises as to the application or interpretation of the provisions contained in this Article and said dispute cannot be resolved by the Architectural Committee or by appeal to the Board where permitted, an Owner may submit in writing the grievance to the Board who shall render a final decision on the matter. Should the Owner wish to continue the dispute, the Association shall utilize the internal dispute resolution ("IDR") process and the alternative dispute resolution ("ADR") process provided for in the California Civil Code to the extent the Association is legally obligated to do so. The costs of employing said dispute resolution processes shall be borne equally by both parties to the dispute.

EXCEPT AS OTHERWISE AMENDED, RESTATED AND MODIFIED HEREIN, the Declaration shall remain in full force and legal effect.

CERTIFICATE OF AMENDMENT

Each of the undersigned officers of the Charter Point Community Association, a California nonprofit mutual benefit corporation (“**Association**”), hereby certifies under penalty of perjury that the foregoing “Second Amendment to Declaration of Covenants, Conditions and Restrictions for Tract Nos. 8797 And 5794, Orange County, California” received the requisite approval of Members pursuant to Civil Code Section 4270 and Article IX, Section 5 of the Declaration.

IN WITNESS WHEREOF, this Second Amendment has been duly executed by the Association this 7 day of June, 2019.

CHARTER POINT COMMUNITY ASSOCIATION (“Association”)

By: *Ian Burton*
IAN BURTON, President

By: *Elinor Silverstein*
ELINOR SILVERSTEIN, Secretary

See attached acknowledgement

ACKNOWLEDGMENT

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

State of California
County of Orange)

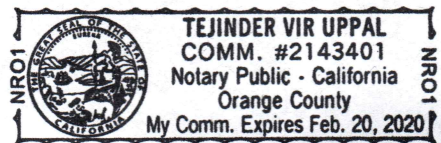
On June 7th 2019 before me, Tejinder Vir Uppal, Notary Public,
(insert name and title of the officer)

personally appeared Ian Burton,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Tejinder Uppal (Seal)



Second amendment to declaration of
Covenants, conditions and restrictions
Tract Nos. 8797 and 5794
Orange County, California
6 pages

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Orange)
On June 7th, 2019 before me, Harinder Uppal, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Elinor Silverstein
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____