

## **NOTICE**

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

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

NO 2-4 Hunt Cherry

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AND WHEN RECORDED MAIL TO:

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

RECORDED BY  
TITEL INSURANCE & TRUST CO.

RECORDED BY  
TITEL INSURANCE & TRUST CO.

40 12 PM MAY 7 1976

J. WYLLIE CARRILL, County Recorder

(Space Above This Line For Recorder's Use)

SUPPLEMENTARY DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

(Tract No. 7884)

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

W I T N E S S E T H:

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

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

WHEREAS, Declarant will convey the said property sub-  
ject to certain protective covenants, conditions, restrictions,  
reservations, liens and charges as set forth in that certain  
Declaration of Establishment of Protective Covenants, Conditions  
and Restrictions recorded February 29, 1969 in Book 8880, page 844  
of Official Records of Orange County, California, as amended and

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

NOW, THEREFORE, it is declared as follows:

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

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

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

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

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

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

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

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

AVCO COMMUNITY DEVELOPERS, INC.

By

Its

By

Its

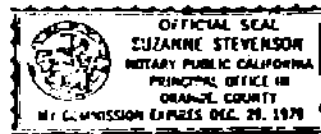
"Declarant"

44173061167

STATE OF CALIFORNIA )  
COUNTY OF ORANGE ) ss.

On this 3rd day of May, 1976, before  
me, a Notary Public in and for said State, personally appeared  
David F. Stein, known to me to be the Vice-  
President, and Glynn M. Spurgeon, known  
to be the Asst. Secretary of AVCO COMMUNITY  
DEVELOPERS, INC., the corporation that executed the within  
instrument, known to me to be the persons who executed the  
within instrument on behalf of said corporation, and acknowledged  
to me that said corporation executed the within instrument  
pursuant to its by-laws or a resolution of its board of directors.  
WITNESS my hand and official seal.

Signature Suzanne Stevenson  
Suzanne Stevenson  
Name (Typed or Printed)



681173071168

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

UNITED CALIFORNIA BANK  
 A California corporation

By [Signature]  
 M. L. Bamesberger  
 Its Vice President

By [Signature]  
 R. R. Schroll  
 Its Assistant Vice President

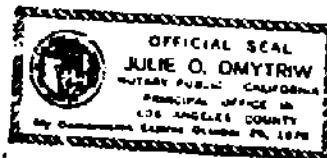
STATE OF CALIFORNIA )  
 ) ss.  
 COUNTY OF Los Angeles )

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

WITNESS my hand and official seal.

Signature [Signature]

Julie O. Dmytriw  
 Name (typed or Printed)



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The undersigned, United California Bank,  
beneficiary under that certain deed of trust recorded  
February 13, 1976, in Book 11646, Page 775,  
Official Records, Orange County, California, hereby consents to  
the within Supplementary Declaration of Covenants, Conditions and  
Restrictions (Tract No. 7884) and hereby subordinates the lien  
of said deed of trust to the provisions contained herein.

## UNITED CALIFORNIA BANK

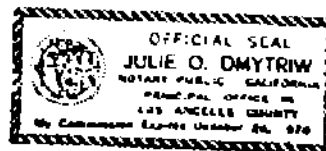
A California corporationBy H. L. Bamesberger  
H. L. Bamesberger  
Its Vice PresidentBy R. R. Schroll  
R. R. Schroll  
Its Assistant Vice President

STATE OF CALIFORNIA )  
COUNTY OF Los Angeles ) ss.

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

WITNESS my hand and official seal.

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



MAY 7 1976

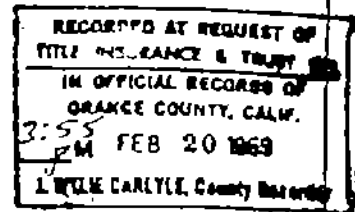
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DECLARATION OF ESTABLISHMENT OF PROTECTIVE  
COVENANTS, CONDITIONS AND RESTRICTIONS

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

W I T N E S S E T H:

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

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

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

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

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



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

7  
8 ARTICLE I

9 DEFINITIONS

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

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

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

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

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

1 performance of an obligation.

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

## 5 ARTICLE II

### 6 PROPERTY SUBJECT TO THIS 7 DECLARATION AND ADDITIONS 8 THERE TO

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

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

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

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

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

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

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

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

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

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

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

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

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

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

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

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

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

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

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

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

#### ARTICLE IV

##### PROPERTY RIGHTS IN THE COMMON PROPERTIES

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

Section 2. Title to Common Properties. Prior to the

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

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

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

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

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

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

1 proved by the required vote; and

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

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

7  
8 ARTICLE V

9 COVENANT FOR ASSESSMENTS

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

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

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

9       Section 3. Basis and Maximum Annual Assessments.

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

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

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

32       The limitations hereof shall not apply to any



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

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

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

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

15 Section 4. Special Assessments for Capital Improvements.

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

26 Section 5. Date of Commencement of Annual Assessments:

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

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

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

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

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

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

32       .....

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

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

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

26           Section 8. Temporary Payment of Deficits by Declarant.

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

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

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

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

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

17 (b) On December 31, 1978.

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

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

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

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

6  
7 ARTICLE VI

8 ARCHITECTURAL CONTROL COMMITTEE

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

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

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

31 (c) On December 31, 1978.

32 From and after the happening of these events, whichever

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

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

#### 9 ARTICLE VII

##### 10 EASEMENTS

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

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

#### 20 ARTICLE VIII

##### 21 MISCELLANEOUS MAINTENANCE

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

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

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

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

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

16 ARTICLE IX

17 GENERAL RESTRICTIONS

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

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

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

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

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

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

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

24       Section 7. No privy shall be erected, maintained or  
25 used upon any portion of a Lot, but a temporary privy may be per-  
26 mitted during the course of construction of a building. Any lava-  
27 tory, toilet or water closet which shall be erected, maintained or  
28 used upon any portion of a Lot shall be enclosed and located  
29 within a building permitted under this Declaration to be erected on  
30 the Lot, shall be properly connected with the sewer system and  
31 shall be so constructed and operated that no offensive odor shall  
32

.....



1 arise or otherwise escape therefrom.

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

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

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

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

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

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

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

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

32        Section 16. During reasonable hours and after reasonable

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

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

#### 14                     ARTICLE X

##### 15                     GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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



LAGUNA NIGUEL CORPORATION, a  
California corporation

By [Signature]  
Vice President

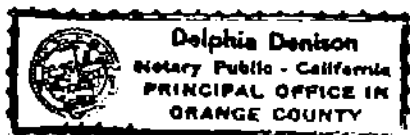
By [Signature]  
its Secretary

"Declarant"

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

3 On February 20, 1969, before me, the undersigned, a  
 4 Notary Public in and for said County and State, personally appeared  
 5 J. Jefferson Parks, known to me to be the Vice  
 6 President and Donald B. Talcote, known to me  
 7 to be the Assistant Secretary LAGUNA NIGUEL CORPORATION, the corpo-  
 8 ration that executed the within instrument, and known to me to be  
 9 the persons who executed the within instrument on behalf of said  
 10 corporation, and acknowledged to me that said corporation executed  
 11 the within instrument pursuant to its By-Laws or a resolution of  
 12 its Board of Directors.

13 WITNESS my hand and official seal.



Delphia Denison  
 Notary Public in and for  
 said County and State

DELPHIA DENISON  
 My Commission Expires July 8, 1971

## DESCRIPTION OF ADDITIONAL LANDS

That portion of the Rancho Niguel, in the County of Orange, State of California, as shown on a map recorded in book 2 pages 230 and 231 of Patents, records of Los Angeles County, California, described as follows:

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

1 WHEN RECORDED RETURN TO:

BOOK 8922 PAGE 32

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

6 \$3.60  
C3

RECORDED AT REQUEST OF  
ATTORNEYS

IN OFFICIAL RECORDS OF  
ORANGE COUNTY, CALIF.

10<sup>5</sup> AM APR 8 1969

J. WYLIE CARLYLE, County Recorder

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

8  
9 AMENDMENT TO

10 DECLARATION OF ESTABLISHMENT OF PROTECTIVE  
11 COVENANTS, CONDITIONS AND RESTRICTIONS

12  
13 THIS AMENDMENT, made and executed this 28th day of  
14 March, 1969, by LAGUNA NIGUEL CORPORATION, a Cali-  
15 fornia corporation, hereinafter called "Declarant;".

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

18 WHEREAS, Declarant is the owner of Lots 1 through 108,  
19 inclusive, of Tract No. 6472, as shown on a map recorded in Book  
20 246, pages 30 to 33, inclusive, of Miscellaneous Maps, records of  
21 Orange County, California; and

22 WHEREAS, a Declaration of Establishment of Protective  
23 Covenants, Conditions and Restrictions covering said Tract No.  
24 6472 was recorded February 20, 1969, in Book 8880, page 844 of  
25 Official Records of Orange County, California (the "Declaration");  
26 and

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

31  
32 NOW, THEREFORE, Declarant does hereby amend Section 5



of Article V of the Declaration to read as follows:

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

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

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

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

LAGUNA NIGUEL CORPORATION, a  
California corporation

By [Signature]  
Its Vice President

By [Signature]  
Its Asst. Secretary

STATE OF CALIFORNIA  
COUNTY OF ORANGE

ss.

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

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

10 WITNESS my hand and official seal.  
11



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30  
31  
32

Loris J. Hoenow  
Notary Public in and for  
said County and State

7771

9914 575

1 WHEN RECORDED RETURN TO:

2 Stephens, Jones, La Fever & Smith  
3 621 South Spring Street  
4 Los Angeles, California 90014

RECORDED AT REQUEST OF  
FILE NO. 8-13-67 CO.  
IN OFFICIAL RECORDS OF  
ORANGE COUNTY, CALIF.  
3<sup>50</sup> JUN 11 1970  
J. WILIE CARLILE, County Recorder

5  
6 \$17.24

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

8  
9 SECOND AMENDMENT TO

10 DECLARATION OF ESTABLISHMENT OF PROTECTIVE  
11 COVENANTS, CONDITIONS AND RESTRICTIONS  
12

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

17  
18 W I T N E S S E T H

19  
20 WHEREAS, Laguna Niguel Corporation executed a Declaration  
21 of Establishment of Protective Covenants, Conditions and Restrictions  
22 (the "Declaration") which was recorded February 20, 1969, in Book  
23 8880, page 844 of Official Records of Orange County, California,  
24 covering certain real property in the County of Orange, State of  
25 California, more particularly described as Tract No. 6472, as shown  
26 on a map recorded in Book 246, pages 30 to 33, inclusive, of Miscel-  
27 laneous Maps, records of Orange County ("Tract No. 6472"); and

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

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

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

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

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

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

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

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

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

- (a) when the total votes outstanding in the Class A membership equal one thousand four hundred sixty-four (1,464);
- (b) on the expiration of a three (3) year period from the date of issuance by the Division of Real Estate of the State of California of a Final Subdivision Public Report with respect to any portion of the property described in Exhibit "A" without the further issuance of a later such Report with respect to any other portion of such property annexed pursuant to Article II, Section 2 hereof; or
- (c) on December 31, 1978.

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

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

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

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

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

1 The annual assessment for the balance of  
2 the calendar year remaining in the first year  
3 of assessment shall be, and it hereby is, levied  
4 and fixed at the maximum annual assessment rate  
5 of One Hundred Eighty Dollars (\$180.00) per Lot  
6 and shall be in an amount which bears the same  
7 relationship to said maximum assessment as the  
8 remaining number of months in that year bear  
9 to twelve. The same proration in the amount of  
10 assessment shall apply to the first assessment  
11 levied against any property which is added  
12 hereafter to the Original Property at a time other  
13 than the beginning of any calendar year assess-  
14 ment period. The first annual assessment per-  
15 taining to the Original Property, and to any  
16 property which is added hereafter to the Original  
17 Property, shall be due and payable as determined  
18 by resolution of the Board of Directors.

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

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

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

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

21 "ARTICLE X  
22 GENERAL PROVISIONS

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

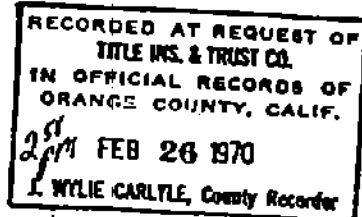
28 Section 2. Notices. Any notice required to  
29 be sent to any Member or Owner under the pro-  
30 visions of this Declaration shall be deemed to  
31 have been properly sent when mailed, postage pre-  
32 paid, to the last known address of the person  
who appears as Member or Owner on the records of  
the Association at the time of such mailing.

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

1 WHEN RECORDED RETURN TO:

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

\$3.60  
C2



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

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

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

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

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

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

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

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1 page 32 of Official Records of Orange County, California, (the  
2 "Declaration"), and specifically pursuant to Section 2 of Article II  
3 of the Declaration relating to the annexation of additional properties.  
4

5 NOW, THEREFORE, it is declared as follows:

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

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

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

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



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

LAGUNA NIGUEL CORPORATION, a  
California corporation

By John J. Parks  
Its Vice President

By Donald B. Talcott  
Its Asst. Secretary



STATE OF CALIFORNIA

COUNTY OF ORANGE

ss.

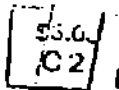
On February 25, 1970, before me, the undersigned,  
a Notary Public in and for said County and State, personally  
appeared John J. Parks, known to me to be the  
Vice President and Donald B. Talcott,  
known to me to be the Asst. Secretary of LAGUNA NIGUEL  
CORPORATION, the corporation that executed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

WITNESS my hand and official seal.



Loris J. Hoencow  
Notary Public in and for  
said County and State.

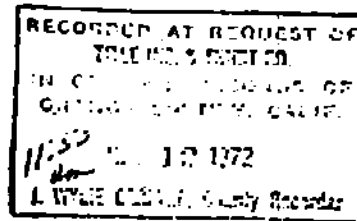
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10219 PAGE 807

WHEN RECORDED RETURN TO:

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



(Space above this line for Recorders use)

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

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

W I T N E S S E T H:

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

Lots 1 through 113, inclusive, and Lots A  
through E, inclusive, of Tract No. 6597, as  
shown on a map recorded in Book 100, Pages  
9 to 13, inclusive, of Miscellaneous Maps,  
records of Orange County, California ("Tract  
No. 6597"); and

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

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

NOW, THEREFORE, it is declared as follows:

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

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

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

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

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

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

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

AVCO COMMUNITY DEVELOPERS, INC.

By [Signature]

Its Assistant Vice President

By [Signature]

Its Assistant Secretary

11

WHEN RECORDED RETURN TO:

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

\$0.00

RECORDED AT REQUEST OF  
TITLE INS. & TRUST CO.  
IN OFFICE OF THE CLERK  
ORANGE COUNTY, CALIF.

8:00 AM AUG 4 1972

J. WYLLIE CARLYLE, County Recorder

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

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

W I T N E S S E T H:

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

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

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

NOW, THEREFORE, it is declared as follows:

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

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

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

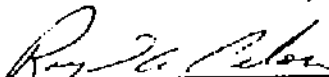
3. Prior to the conveyance of the first Lot in Tract No. 7579, Declarant will convey to the Association fee simple title to Lots A & B, inclusive, of Tract No. 7579, free and clear of all liens and encumbrances, except current real property taxes, which taxes shall be prorated to the date of transfer,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

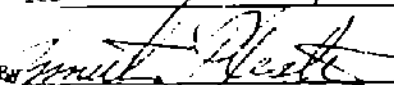
4. No building, structure or improvement shall be constructed, erected, altered, placed or permitted to remain on any of the Lots within Tract No. 7579, other than a one-family dwelling designed for occupation by not more than one family together with such outbuildings as may be permitted by the Declaration.

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

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

AVCO COMMUNITY DEVELOPERS, INC.

By   
Its Assistant Vice President

By   
Its Assistant Secretary

18843

RECORDED AT REQUEST OF  
TITLE INS. & TRUST CO.  
IN OFFICIAL RECORDS OF  
ORANGE COUNTY, CALIF.

421 JUN 18 1973

J. WYLIE CARLYLE, County Recorder

1 WHEN RECORDED RETURN TO:

2 Stephens, Jones, La Fever & Smith  
3 800 Wilshire Boulevard  
4 Eleventh Floor  
5 Los Angeles, California 90017  
6  
7  
8

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

11 AMENDMENT TO

12 SUPPLEMENTARY DECLARATION OF

13 COVENANTS, CONDITIONS AND RESTRICTIONS

14 (TRACT NO. 7579)

15  
16 THIS AMENDMENT, made and executed as of the date hereinafter  
17 set forth by AVCO COMMUNITY DEVELOPERS, INC., a California corpora-  
18 tion, and the undersigned parties, hereinafter collectively called  
19 "Declarants";

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Signature	Date	Number of Lots Owned
1 <u>John Baker</u>	<u>2/21/73</u>	<u>1</u>
2 <u>James J. Baker</u>	<u>2/21/73</u>	<u>1</u>
3 <u>Chas. V. Adams</u>	<u>2/20/73</u>	<u>1</u>
4 <u>Paul B. Baker</u>	<u>2/20/73</u>	<u>1</u>
5 <u>James H. Baker</u>	<u>2/20/73</u>	<u>1</u>
6 <u>Michael L. Baker</u>	<u>2/20/73</u>	<u>1</u>
7 <u>John S. Baker</u>	<u>2/20/73</u>	<u>1</u>
8 <u>Judith A. Baker</u>	<u>3/6/73</u>	<u>1</u>
9 <u>Ernest J. Baker</u>	<u>3/4/73</u>	<u>1</u>
10 <u>Ellen J. Baker</u>	<u>4/4/73</u>	<u>1</u>
11 <u>John J. Baker</u>	<u>4/4/73</u>	<u>1</u>
12 <u>John J. Baker</u>	<u>4/4/73</u>	<u>1</u>
13 <u>John J. Baker</u>	<u>4/5/73</u>	<u>1</u>
14 <u>Michael J. Baker</u>	<u>4/5/73</u>	<u>1</u>
15 <u>George J. Baker</u>	<u>4/5/73</u>	<u>1</u>
16 <u>Robert J. Baker</u>	<u>4/5/73</u>	<u>1</u>
17 <u>Robert J. Baker</u>	<u>4/5/73</u>	<u>1</u>
18 <u>Robert J. Baker</u>	<u>4/5/73</u>	<u>1</u>
19 <u>John C. Baker</u>	<u>4/5/73</u>	<u>1</u>
20 <u>John C. Baker</u>	<u>4/5/73</u>	<u>1</u>
21 <u>John C. Baker</u>	<u>4/5/73</u>	<u>1</u>
22 <u>John C. Baker</u>	<u>4/5/73</u>	<u>1</u>
23 <u>John C. Baker</u>	<u>4/5/73</u>	<u>1</u>
24 <u>John C. Baker</u>	<u>4/5/73</u>	<u>1</u>
25 <u>John C. Baker</u>	<u>4-5-73</u>	<u>1</u>
26 <u>John C. Baker</u>	<u>4-5-73</u>	<u>1</u>
27 <u>John C. Baker</u>	<u>4-5-73</u>	<u>1</u>
28 <u>John C. Baker</u>	<u>4-5-73</u>	<u>1</u>
29 <u>John C. Baker</u>	<u>4-5-73</u>	<u>1</u>
30 <u>John C. Baker</u>	<u>4-5-73</u>	<u>1</u>
31 <u>John C. Baker</u>	<u>4-5-73</u>	<u>1</u>
32 <u>John C. Baker</u>	<u>4-5-73</u>	<u>1</u>

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

Signature	Date	Number of Lots Owned
1 <u>Robert J. Latham</u>	4-5-73	11
2 <u>David J. Hunter</u>	4-5-73	1
3 <u>Charles D. Miller</u>	4-5-73	1
4 <u>J. V. Neenan</u>	4-5-73	1
5 <u>E. D. Latham</u>	4-5-73	1
6 <u>Carl W. Latham</u>	4-5-73	1
7 <u>Robert J. Latham</u>	4-5-73	1
8 <u>David J. Hunter</u>	4-5-73	1
9 <u>Charles D. Miller</u>	4-5-73	1
10 <u>J. V. Neenan</u>	4-5-73	1
11 <u>E. D. Latham</u>	4-5-73	1
12 <u>Carl W. Latham</u>	4-5-73	1
13 <u>Robert J. Latham</u>	4-5-73	1
14 <u>David J. Hunter</u>	4-5-73	1
15 <u>Charles D. Miller</u>	4-5-73	1
16 <u>J. V. Neenan</u>	4-5-73	1
17 <u>E. D. Latham</u>	4-5-73	1
18 <u>Carl W. Latham</u>	4-5-73	1
19 <u>Robert J. Latham</u>	4-5-73	1
20 <u>David J. Hunter</u>	4-5-73	1
21 <u>Charles D. Miller</u>	4-5-73	1
22 <u>J. V. Neenan</u>	4-5-73	1
23 <u>E. D. Latham</u>	4-5-73	1
24 <u>Carl W. Latham</u>	4-5-73	1
25 <u>Robert J. Latham</u>	4-5-73	1
26 <u>David J. Hunter</u>	4-5-73	1
27 <u>Charles D. Miller</u>	4-5-73	1
28 <u>J. V. Neenan</u>	4-5-73	1
29 <u>E. D. Latham</u>	4-5-73	1
30 <u>Carl W. Latham</u>	4-5-73	1
31 <u>Robert J. Latham</u>	4-5-73	1
32 <u>David J. Hunter</u>	4-5-73	1

STEPHENS, JONES, LA FEYER & SMITH  
200 WILKINS BLVD. - ELEVENTH FLOOR  
LOS ANGELES 90017

Signature

Date

Number of days passed

1			
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3			
4	Maurice A. Duchen	5-8-73	1
5	Mary Ann Baker	5-3-73	1
6	Mrs. Ronnie H. Nelson	5/3/73	1
7	Mrs. James S. Gentry	5/3/73	1
8	Mrs. Lucille E. Logan	5/3/73	1
9	Mr. Henry J. O'Keefe	5/3/73	1
10	Joseph E. Hodges	5/3/73	1
11	Lanone & Weller	5/3/73	1
12	Mary C. Sokol	5/3/73	1
13	Edward R. Burke	5/3/73	1
14	Superior	5-6-73	1
15	San Building	5-6-73	1
16	Burke Rea	5-6-73	1
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STEPHENS, JONES, LA FEVER & SMITH  
FOR WILDFIRE ELVD. - ELEVATION PLANS  
LOS ANGELES 20017

1	Signature	Date	Number of Lots Cased
2	Paul L. Traver	4-28-73	1
3	Sam Z. Klyh	4-28-73	1
4	Al Twidwell	4/28/73	1
5	Ray E. Eber	4/28/73	1
6	Dean E. Eber	4/28/73	1
7	Frank J. Mustar	4/28/73	1
8	Jack R. Danta	4/28/73	1
9	Wesley L. Barker	4/28/73	1
10	Michael D. Blythe	4/28/73	1
11	Lindalee Green	4/28/73	1
12	Chris Roberts	4/28/73	1
13	P. Barton	4-28-73	1
14	W. E. Eber	5/6/73	1
15	Wesley L. Barker	5/6/73	1
16	Wesley L. Barker	5-6-73	1
17	Wesley L. Barker	5-6-73	1
18	Elayne J. Marano	5-6-73	1
19	Linda R. Eber	5-6-73	1
20	Wesley L. Barker	5-6-73	1
21	Wesley L. Barker	5-6-73	1
22	Russell W. Eber	5-6-73	1
23	Wesley L. Barker	5-6-73	1
24	Wesley L. Barker	5-6-73	1
25	Wesley L. Barker	5-6-73	1
26	Wesley L. Barker	5-6-73	1
27	Wesley L. Barker	5-6-73	1
28	William M. Culbert	5-6-73	1
29	Wesley L. Barker	5/6/73	1
30	Wesley L. Barker	5/6/73	1
31	Wesley L. Barker	5/6/73	1
32	Wesley L. Barker	5/6/73	1

STEPHENS, JONES, LA FEYER & SMITH  
100 WILBUR BLVD. - ELEVANTH FLOW  
LOS ANGELES 90017

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

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

Signature	Date	Number of Lots Coved
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AVCO COMMUNITY DEVELOPERS, INC.

By

James P. Foster

4-17-73

1

Robert L. Hughes

4-17-73

1

Clifford J. Dwyer

4-17-73

1

Richard L. Taylor

4-17-73

1

Carl R. Schroeder

4-17-73

1

M. Sundstrom

4-17-73

1

Barbara Whitman

4-17-73

1

Sally L. Williams

4-17-73

1

W. J. Harding

4-17-73

1

Angela V. Peter

4-17-73

1

John L. Swartz

4-17-73

1

Robert W. Langford

4-17-73

1

James H. Brown

4-17-73

1

Aril C. Myers

4-17-73

1

Frederick R. Hill

4-17-73

1

William J. Anderson

4-17-73

1

STEPHEN J. JONES, LA FEYER & SMITH  
200 WILSHIRE BLVD. - ELEVENTH FLOOR  
LOS ANGELES 90017



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

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

Signature	Date	Number of Lots Owned
AVCO COMMUNITY DEVELOPERS, INC.		
By J.E. Swell ✓	4/18/73	1
By Barbara Seinhagen ✓	4/18/73	1
Mr. R. Sims ✓	4/18/73	1
James Connor ✓	29622 4/18/73	1
Billy Kramer ✓	29612 4/18/73	1
Wally Frank ✓	4/18/73	1
Jane Jarratt ✓	4/18/73	1
J.C. Hippi ✓	4/18/73	1
C. Hippi ✓	4/18/73	1
Janet Smith ✓	4/18/73	1
Tony Spalding ✓	4/18/73	1
By Gary W. Hippi ✓	4/18/73	1
Shank ✓	4/18/73	1
<del>XXXXXXXXXXXX</del> ✓	4/18/73	1
Paul Harding ✓	4/18/73	1
M.W. Adams ✓	4/18/73	1

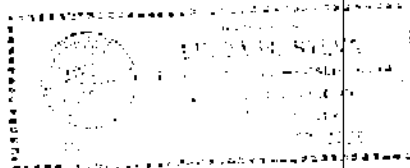
STEPHENS, JONES, LA FEVER & SMITH  
805 WILSHIRE BLVD. - ELEVANT FLOOR  
LOS ANGELES 90017

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

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

14 WITNESS my hand and official seal.

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



STEPHENS, JONES, LA FEYER & SMITH  
800 WILMISTE BLDG. - ELEVENTH FLOOR  
LOS ANGELES 90017

8/2/73 161

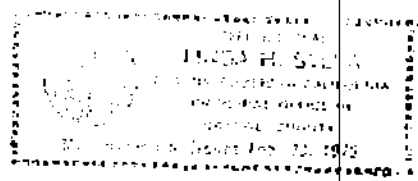
1 STATE OF CALIFORNIA )  
2 ) SS:  
3 COUNTY OF ORANGE )

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

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

19 WITNESS my hand and official seal.

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



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

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

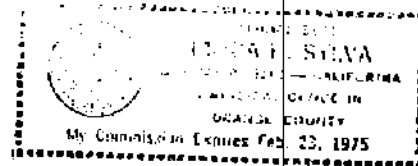
4 On March 6, 1973, before me, the undersigned, a  
5 Notary Public in and for said State, personally appeared \_\_\_\_\_

6 Judith A. Hocott ✓  
7 \_\_\_\_\_  
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16 known to me to be the persons whose names are subscribed to the  
17 within instrument and acknowledged that they executed the same.

18  
19 WITNESS my hand and official seal.

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

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

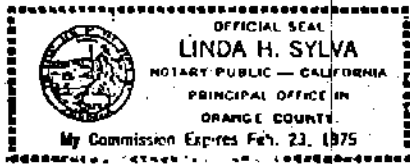
4 On April 4, 1973, before me, the undersigned, a  
 5 Notary Public in and for said State, personally appeared \_\_\_\_\_  
 6 Eugene L. Wadsworth, Billie Joe Bounds, Leo Jaqua, Clifford L. Walters

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

18  
 19 WITNESS my hand and official seal.

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



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

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

4 On April 5, 1973, before me, the undersigned, a  
 5 Notary Public in and for said State, personally appeared

6 Glenna D. Lineck, Marilyn J. Tauriello, George Vodicka, Robert V. Reese,

7 Deborah F. Duffy, John O. Rough, Jeanne C. Boyd, C.R. Ward, Ruth Woodard,

8 Charles E. Nylund, Larry E. Leyman,

9 W. Gwinn, H. P. Sinclair (Mrs.), T. A. La Flamme, Rosie Eterovich,

10 Jane W. Zimmerman, Henrietta Warren,

11 Robert Capbanlss, David A. Menzimer, Charles J. Sollars, T. V. Heineman,

12 E. D. Surla, C. H. Wales, Barbara Mandel, Nell J. Schmidt, O. V. Roberts,

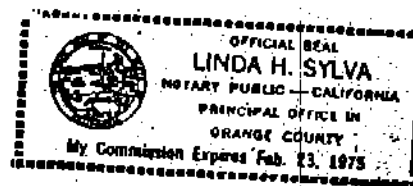
13 Daniel E. Weston, E.W. Laflamme, W.P. Burrows, Harry Ultman,

14  
 15  
 16 known to me to be the persons whose names are subscribed to the  
 17 within instrument and acknowledged that they executed the same.

18  
 19 WITNESS my hand and official seal.

20 Linda H. Sylva  
 21 Linda H. Sylva

22 Name (Typed or Printed)



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

1 STATE OF CALIFORNIA )  
2 ) ss.  
3 COUNTY OF ORANGE )  
4

BK 10756PG 165

5 On April 6, 1973, before me, the undersigned, a  
6 Notary Public in and for said State, personally appeared  
7 Marsha E. Via, Roy Zakon, Mary Barnum, Ernest P. Hamlett, Andrew M. Durham,  
8 Rosemarie P. Lent, Thomas Martin, Margaret A. Tervet, John Sweeten,  
9 Asger Ryan, Grace Totz, Janet Tegland, Billie M. Moffitt, Elvera Falkham,  
10 James L. McDonald, Hilda Cramer, Lewis O. Carlson, Arlene C. Leone,  
11 Elsie H. Miller, Paul Mandel, Hans J. Kratz, Yvette Kirby,  
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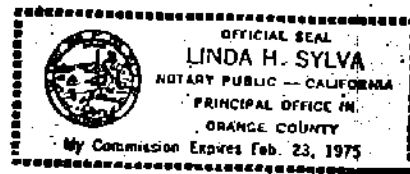
16 known to me to be the persons whose names are subscribed to the  
17 within instrument and acknowledged that they executed the same.  
18

19 WITNESS my hand and official seal.

20 *Linda H. Sylva*

21 Linda H. Sylva

22 Name (Typed or Printed)  
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1 STATE OF CALIFORNIA )  
2 COUNTY OF ORANGE ) ss.  
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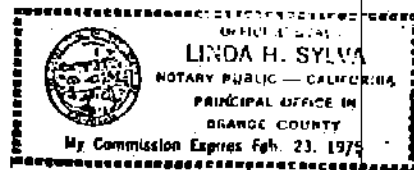
BK10756PG 166

4 On April 17, 1973, before me, the undersigned, a  
5 Notary Public in and for said State, personally appeared  
6 Thomas P. Bates, Peter A. Guzzels, Olive V. Davis, R. E. Sprull,  
7 M. Sundstrom, Grace Winther, Sally L. Williams, W. R. Harding,  
8 Donald W. Bestor, John Sweeten, Robert W. Douglas, Sr., James L. McDonald,  
9 Gail C. Mapes, Raymond R. Will, Kristen Suderman,  
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16 known to me to be the persons whose names are subscribed to the  
17 within instrument and acknowledged that they executed the same.  
18

19 WITNESS my hand and official seal.

20 Linda H. Sylva  
21 Linda H. Sylva  
22 Name (Typed or Printed)  
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1 STATE OF CALIFORNIA )  
 2 ) ss.  
 3 COUNTY OF ORANGE )

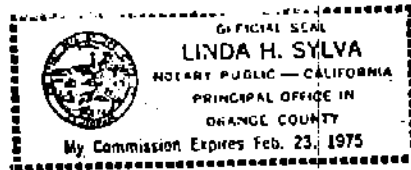
4 On April 18, 1973, before me, the undersigned, a  
 5 Notary Public in and for said State, personally appeared \_\_\_\_\_  
 6 J. E. Spivak, Barbara Isernhagen, J. R. Sims (Mrs.), Lorenz Ossner,  
 7 Hilda Cramer, Judy Kranz, June Jarvits, C. Griffin,  
 8 Janet Smith, Tony Spalding, H. Kawasaki, J.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

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

18  
 19 WITNESS my hand and official seal.

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



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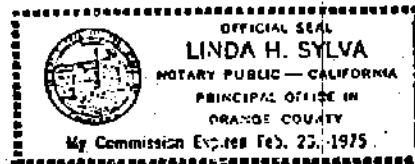
1 STATE OF CALIFORNIA )  
 2 ) ss.  
 3 COUNTY OF ORANGE )

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

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

18  
 19 WITNESS my hand and official seal.

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



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

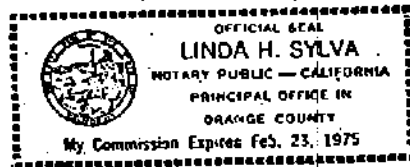
4 On April 30, 1973, before me, the undersigned, a  
5 Notary Public in and for said State, personally appeared \_\_\_\_\_  
6 Frank G. Andres, Stanely A. Daggett  
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16 known to me to be the persons whose names are subscribed to the  
17 within instrument and acknowledged that they executed the same.

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19 WITNESS my hand and official seal.

20 Linda H. Sylva  
21 Linda H. Sylva

22 Name (Typed or Printed)



STEPHENS, JONES, LA FEVER & SMITH  
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1 STATE OF CALIFORNIA )  
2 COUNTY OF ORANGE ) ss.  
3

BK 1075SPG 170

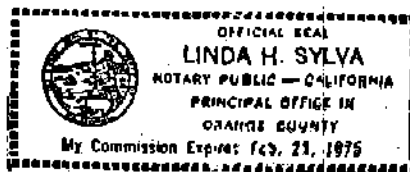
4 On May 3, 1973, before me, the undersigned, a  
5 Notary Public in and for said State, personally appeared \_\_\_\_\_  
6 Maurice D. Buchen, Mary Jane Barnes, R. H. Wilson (Mrs.),  
7 Donna D. Gwaltney, Lucille E. Logan,  
8 Dorothy E. Hodges, L. E. Webber, Mary C. Sokol, Henry L. Dietze,  
9 Edward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

16 known to me to be the persons whose names are subscribed to the  
17 within instrument and acknowledged that they executed the same.  
18

19 WITNESS my hand and official seal.

20 Linda H. Sylva  
21 Linda H. Sylva

22 Name (Typed or Printed)  
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STEPHENS, JONES, LA FEYER & SMITH  
808 WILSHIRE BLVD. - ELEVENTH FLOOR  
LOS ANGELES 90017

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

BA10756PG 171

4 On May 6, 1973, before me, the undersigned, a  
5 Notary Public in and for said State, personally appeared \_\_\_\_\_  
6 Douglas Calvet, John Gaudling, Rieko Rea

7 J. E. Cressman, Yvette Kratz,

8 Lee E. Horner, Elayne J. Manago, Marie L. Gibson, G. M. Penketh,

9 S. E. Schulz, Russell L. Flynn, Jean H. Conn, J. E. Bonacci,

10 Anthony H. Ransford, Michael R. Rogers, Billy J. Oakley,

11 William T. McCulloch, Bernice E. McCann, Edna Lucille Prentice,

12 Kitt Doerr, Frank Flynn

13  
14  
15  
16 known to me to be the persons whose names are subscribed to the  
17 within instrument and acknowledged that they executed the same.

18  
19 WITNESS my hand and official seal.

20 *Linda H. Sylva*

21 Linda H. Sylva

22 Name (Typed or Printed)

