

ARTICLE IX
DESTRUCTION OF IMPROVEMENTS

SECTION 1. Automatic Reconstruction. In the event of partial or total destruction of any kind of any Condominium Building, the Board shall promptly take the following action:

(a) The Board shall ascertain the cost of reconstruction by obtaining fixed price bids from at least two (2) reputable contractors, including the obligation to obtain a performance bond, if the Board deems the same to be necessary or appropriate, and obtaining one or more independent appraisals if the Board deems such appraisal or appraisals to be necessary or desirable.

(b) The Board shall determine the amount of insurance proceeds, if any, payable by contacting the appropriate representative of the insurer of said Condominium Building.

(c) The Board shall meet and determine whether the insurance proceeds, if any, will cover eighty-five percent (85%) or more of the estimated cost of reconstruction as determined pursuant to subsection (a) of this Section. Such percentage covered by insurance or such cost shall hereinafter be referred to as the "Acceptable Range of Reconstruction Cost." If the Board finds that a bid obtained under this Section is within the Acceptable Range of Reconstruction Cost, the Board shall cause a notice to be sent to all Owners of Condominiums within the Project within which the partially or totally destroyed Condominium Building(s) are located (hereinafter "Affected Owners") and to their Mortgagees of Mortgages setting forth such findings and informing said Owners and said Mortgagees that the Board intends to commence construction pursuant to this Declaration. In the event that at least twenty percent (20%) of the Affected Owners, based on the number of votes attributable to each Condominium, object in writing to such reconstruction by the date indicated therefor on such notice, which in no event shall be sooner than ten (10) days or later than thirty (30) days after the date on which the Board sends such notice to the Members, the Board shall call a meeting of the Affected Owners pursuant to the Section entitled "Reconstruction Pursuant to Meeting" of this Article. In the event that the foregoing requirements are satisfied and the requisite number of Affected Owners do not object in writing by such date, the Trustee shall pay such insurance proceeds as are available to the Board and the Board shall cause reconstruction to take place as promptly as practicable and shall levy a Reconstruction Assessment against each Affected Owner of a Condominium within the Project of the Development within which the partially or totally destroyed Condominium(s) are located at such time and in such amount as the Board shall determine is necessary to cover the costs of reconstruction in excess of insurance proceeds. If the Board in good faith determines that none of the bids submitted under this Section reasonably reflects the anticipated reconstruction costs, the Board shall proceed according to the Section entitled "Reconstruction Pursuant to Meeting" of this Article.

(d) The foregoing determinations shall be made by the Board as soon as possible. However, if such determinations cannot be made within sixty (60) days of the date of destruction because of the unavailability or unacceptability of an insurance estimate or reconstruction bid, or otherwise, the Board shall immediately call a meeting of the Affected Owners pursuant to the Section entitled "Reconstruction Pursuant to Meeting" of this Article.

(e) If the Board determines that any Unit has become uninhabitable by reason of its total or partial destruction, Regular Assessments shall abate against the Owner thereof until the Board determines that the reconstruction of the Unit has restored its habitability. However, if the Board determines that such abatement will adversely and substantially affect the management, maintenance and operation of the Covered Property, it may elect to disallow such abatement.

(f) In the event that Condominium Buildings are totally or partially destroyed in more than one (1) Project, the Board shall separately follow the procedures set forth in this Article as to each Project so affected.

SECTION 2. Reconstruction Pursuant to Meeting. If the Board determines that the requirements of the Acceptable Range of Reconstruction Cost have not been met, or if the requisite number of Affected Owners object in writing to a decision by the Board to reconstruct pursuant to the Section entitled "Automatic

Reconstruction" of this Article, the Board shall call a meeting of the Affected Owners by mailing notice of such determination and of the meeting to such Owner at his address as shown on the records of the Association. Such meeting shall be held not less than fourteen (14) days and not more than twenty-one (21) days after (i) the meeting at which the Board makes its determination that the cost of reconstruction was not within the Acceptable Range of Reconstruction Cost, or (ii) the date indicated on the notice of the Board sent to Members pursuant to subsection (c) of the Section entitled "Automatic Reconstruction" above, as the case may be. The Affected Owners may, by a vote at such meeting or by the written consent of not less than fifty-one percent (51%) of the Affected Owners based on the number of votes attributable to each Condominium determine to proceed with the reconstruction. If the Affected Owners so determine to reconstruct the partially or totally destroyed Condominium Building, the Board shall levy a Reconstruction Assessment against each Affected Owner of a Condominium within a Project of the Development within which the partially or totally destroyed Condominium(s) are located at such time and in such amount as the Board shall determine is necessary to cover the costs of reconstruction in excess of insurance proceeds.

SECTION 3. Decision to Reconstruct; Procedure After Meeting. In the event that the Association undertakes reconstruction pursuant to the Section entitled "Reconstruction Pursuant to Meeting" of this Article, the following shall apply:

(a) Immediately after such meeting, the Board shall notify by first-class mail, registered or certified, all First Mortgagees of Condominiums in totally or partially destroyed Condominium Buildings of the Association's decision to undertake reconstruction. The Board shall also send a true copy of all such notices to the Trustee.

(b) In the event that any such First Mortgagee desires to apply insurance proceeds allocable to the Condominium encumbered by its Mortgage to the reduction or elimination of the indebtedness secured by such Mortgage, such First Mortgagee shall notify the Trustee and the Association in writing of such election within thirty (30) days of the date the notice of the Board sent pursuant to subsection (a) above is deposited in the United States mail. Upon receipt of timely notice from any such First Mortgagee, the Trustee shall promptly pay to such First Mortgagee the insurance proceeds allocable to the Condominium encumbered by the Mortgage of such First Mortgagee for the purpose of the reduction or elimination of the obligation secured by such Mortgage; provided, however, in no event shall the Trustee pay to such First Mortgagee an amount greater than (i) the outstanding indebtedness secured by said Mortgage, or (ii) the insurance proceeds allocated to such Condominium, whichever of (i) or (ii) is the lesser. Simultaneously with such payment, the Trustee shall notify the Board of the amount of such payment. The Trustee shall not make payments to First Mortgagees pursuant to this subsection (b) unless such First Mortgagee notifies the Trustee of its election prior to the expiration of the thirty (30) day period following the deposit in the United States mail of the Board's notice to such First Mortgagee pursuant to this subsection (b).

(c) As to each Condominium for which insurance proceeds have been paid to the Trustee and for which a First Mortgagee has not timely notified the Trustee of its election to apply such proceeds to the reduction or elimination of the obligation owing to such First Mortgagee, the Trustee promptly upon the expiration of the appropriate time period shall pay all insurance proceeds allocable to such Condominium to the Board to be applied to reconstruction undertaken by the Association pursuant to the Section entitled "Reconstruction Pursuant to Meeting" of this Article. In the event that the Trustee has paid a portion of the insurance proceeds allocable to a Condominium to a First Mortgagee after timely request therefor, simultaneously with such payment the Trustee shall pay all remaining proceeds, if any, allocable to such Condominium to the Board to be applied to reconstruction undertaken by the Association pursuant to the Section entitled "Reconstruction Pursuant to Meeting" of this Article.

(d) For the purposes of this Article, the amount of insurance proceeds "allocated" or "allocable" to a Condominium shall be determined pursuant to this subsection (d). In the event that the insurance carrier allocates casualty insurance proceeds among Condominiums for which such proceeds are payable, such allocation shall be final and binding on the Owners, the Mortgagees, the Association and the Trustee. The Board shall make every possible effort to cause such insurance carrier to make such allocation. In the event that such allocation is

not made, the Trustee shall allocate such proceeds among such Condominiums located in the Project of the Development in which the partially or totally destroyed Condominium Buildings are located based upon the relative value of the Condominiums as established by an independent appraisal conducted by an M.A.I. appraiser selected by the Trustee and to the extent to which the Units involved have been affected by the destruction. Such allocation made by the Trustee shall be final and binding on the Owners, the Mortgagees and the Association.

(e) In the event that the Trustee pays insurance proceeds to any First Mortgagee pursuant to this Section, the Owner of the Condominium which was encumbered by the Mortgage of such First Mortgagee shall pay to the Association an amount equal to the insurance proceeds paid by the Trustee to such First Mortgagee. In the event that such Owner has failed to pay such amount within thirty (30) days of a written demand therefor by the Association, the Board may levy a Special Assessment against such Owner and his Condominium for such amount. In the event such Special Assessment is not paid within thirty (30) days of its due date, the Board may effect the remedies of Section 1356 of the California Civil Code and the Article hereof entitled "Nonpayment of Assessments." Such Special Assessment and any Regular Assessment levied subsequent thereto shall not be a personal liability of the Owner against whom such Assessments are levied and shall only be charged against his Condominium.

SECTION 4. Decision Not to Reconstruct; Procedure After Meeting. In the event that the Affected Owners decide not to reconstruct at the meeting called pursuant to the Section entitled "Reconstruction Pursuant to Meeting" of this Article, the Trustee shall apply the insurance proceeds as follows:

(a) The Trustee shall first apply insurance proceeds to the reduction or elimination, as the case may be, of all outstanding Mortgages encumbering Condominiums for which insurance proceeds have been paid by reason of the casualty; provided, however, as to any Condominium, the Trustee shall not pay insurance proceeds to Mortgagees in an amount greater than (i) the outstanding indebtedness secured by Mortgages encumbering said Condominium, or (ii) the insurance proceeds allocable to said Condominium, whichever of (i) or (ii) is the lesser.

(b) All proceeds allocated to Condominiums and remaining after payments to Mortgagees pursuant to subsection (a) shall be distributed by the Trustee to such Owners in the partially or totally destroyed Condominium Building after the deduction of an amount determined pursuant to subsection (c) below.

The amount of insurance proceeds allocable to each Condominium shall be determined by multiplying the amount of insurance proceeds available for distribution by a fraction, the denominator of which is the total M.A.I. appraised value of all Condominiums within the Project of the Development for which insurance proceeds have been paid by reason of the casualty and the numerator of which is the M.A.I. appraised value of each such Condominium. The appraised values shall all be determined by an M.A.I. appraiser selected by the Board.

(c) The Board shall levy a Reconstruction Assessment against all Owners of Condominium(s) within a Project of the Development within which the partially or totally destroyed Condominium(s) are located equal to the costs of clearing of the debris of totally or partially destroyed Condominium Buildings and cleaning of the area. The Trustee shall pay to the Board said Reconstruction Assessments of the Owners of partially or totally destroyed Condominiums out of the insurance proceeds allocated to such Owners prior to the distribution of such proceeds thereto pursuant to subsection (b) above. In the event that insurance proceeds allocated to any Owner, after deduction of proceeds paid to Mortgagees, is not sufficient to pay the entire Reconstruction Assessment levied against such Owner, such Owner shall not be relieved of his obligation to pay any such excess.

SECTION 5. Certificate of Intention to Reconstruct. In the event that the Association undertakes reconstruction pursuant to this Article, the Board shall execute, acknowledge and record in the Office of the County Recorder of Orange County, California, a certificate declaring the intention of the Association to rebuild not later than one hundred eighty (180) days from the date of destruction. If no such certificate of reconstruction is so filed within said one hundred eighty (180) day period, it shall be conclusively presumed that the Association has determined not to undertake reconstruction pursuant to this Article.

SECTION 6. Partition. In the event that a certificate described in the Section entitled "Certificate of Intention to Reconstruct" of this Article is not recorded within the one hundred eighty (180) day period provided therein, the right of any Owner to partition through legal action as described in the Article hereof entitled "Limitations Upon the Right to Partition and Severance" shall forthwith revive.

SECTION 7. Compliance with Condominium Plan, Declaration, Plans and Specifications Approval of Mortgagees. Any reconstruction undertaken pursuant to this Article shall substantially conform to the Condominium Plan, as amended pursuant to the Section entitled "Amendment of Condominium Plan" of this Article, or otherwise, if appropriate. Any restoration or repair of the Covered Property after a total or partial destruction shall be performed substantially in accord with the Declaration, and the original plans and specifications unless contrary action is approved by at least fifty-one percent (51%) of First Mortgagees within each affected Project of the Development. All insurance proceeds available from any total or partial destruction shall be applied to the purposes set forth in this Article, unless otherwise specified pursuant to the vote or written assent of not less than seventy-five percent (75%) of the First Mortgagees based on one (1) vote for each First Mortgage held and unless contrary action is approved by the City Planning Director, the City Attorney, I.R.W.D., and the County of Orange.

SECTION 8. Negotiations with Insurer. The Board shall have full authority to negotiate in good faith with representatives of the insurer of the totally or partially destroyed Condominium Building or any other portion of the Common Area, and to make settlement with the insurer for less than full insurance coverage on the damage to the Condominium Building or any other portion of the Common Area. Any settlement made by the Board in good faith shall be binding upon all Owners.

SECTION 9. Repair of Units. Installation of improvements to, and repair of any damage to, the interior of a Unit shall be made by and at the individual expense of the Owner of that Unit and, in the event of a determination to reconstruct after partial or total destruction, shall be completed as promptly as practical and in a lawful and workmanlike manner.

SECTION 10. Amendment of Condominium Plan. In the event that reconstruction is to take place pursuant to this Article, the Board shall have the power to record an amendment to the Condominium Plan so that the Condominium Plan conforms to the Condominium Buildings as designed to be reconstructed; provided, however, the Board shall not file an amendment to the Condominium Plan without the prior authorization of the Mortgagee of a Mortgage encumbering any Condominium, the plan of which shall be altered by such amendment. In the event that the Board, together with said Mortgagees, if appropriate, decide to record such amendment to the Condominium Plan, all Owners within the affected Project of the Development and the record holders of all security interests in said Project shall execute and acknowledge said amendment so that it will comply with Section 1351 of the California Civil Code or any similar statute then in effect. Said Owners and holders of security interests shall also execute such other documents or take such other actions as required to make such amendment effective.

SECTION 11. Reconstruction of Common Area Other Than Condominium Building. If Common Area other than a Condominium Building is totally or partially destroyed, the Board shall cause reconstruction to commence by the earlier of (i) thirty (30) days of the Association's receipt of the insurance proceeds payable by reason of such destruction, or (ii) ninety (90) days after each destruction, and to thereafter be diligently and continuously prosecuted to completion within a reasonable period of time. The Trustee shall pay to the Board all insurance proceeds payable by reason of such destruction and the Board shall apply such proceeds to the costs of reconstruction. In the event that the insurance proceeds are not sufficient to pay the costs of reconstruction of the Common Area, the Board shall levy a Reconstruction Assessment against all Owners in the Project of the Development which suffered such damage to its Common Area in an amount equal to such difference. If the insurance proceeds exceed the cost of reconstruction, the Board shall, in the case of Common Area, distribute the excess in equal shares to each Owner in such Project of the Development or to their Mortgagees as their interests may appear.

SECTION 12. Availability of Labor and Material. In determining whether the plans for a reconstructed Condominium Building are in substantial conformance with the Condominium Plan, the Board may take into consideration the availability and expense of the labor and materials in the original construction of the Project. If such labor or material is not available or is prohibitively expensive at the time of reconstruction, the Board may permit the substitution of other labor or material as it deems proper.

SECTION 13. Contracting for Reconstruction. In the event repair or reconstruction is undertaken pursuant to this Article, other than the Section entitled "Repair of Units" hereof, the Board or its delegates shall have the sole ability to contract for such work as may be necessary for said repair and reconstruction.

SECTION 14. Costs of Collecting Insurance Proceeds. If it should become necessary in the judgment of the Board to incur costs for appraisals, legal fees, court costs and similar expenses in order to determine or collect insurance proceeds, such costs shall be first deducted before distribution or application of insurance proceeds as provided in this Article.

ARTICLE X
EMINENT DOMAIN

SECTION 1. Definition of Taking. The term "taking" as used in this Article shall mean condemnation by eminent domain, or by sale under threat thereof, of all or part of the Covered Property.

SECTION 2. Representation by Board in Condemnation Proceeding. In the event of a taking, the Board shall, subject to the right of all Mortgagees who have requested the right to join the Board in the proceedings, represent all of the Members in an action to recover all awards. No Member shall challenge the good faith exercise of the discretion of the Board in fulfilling its duties under this Article. The Board is further empowered, subject to the limitations herein, as the sole representative of the Members, in all aspects of condemnation proceedings not specifically covered herein.

SECTION 3. Award for Condominium. In the event of a taking of Condominiums, the Board shall distribute the award forthcoming from the taking authority according to the provisions of this Section after deducting therefrom fees and expenses related to the condemnation proceeding including, without limitation, fees for attorneys and appraisers and court costs. In the event that the taking is by judgment of condemnation and said judgment apportions the award among the Owners and their respective Mortgagees, the Board shall distribute the amount remaining after such deductions among such Owners and Mortgagees on the allocation basis set forth in such judgment. In the event that the taking is by sale under threat of condemnation, or if the judgment of condemnation fails to apportion the award, the Board shall distribute the award among the Owners within a Project of the Development in which the taking occurs and their respective Mortgagees based upon the relative values of the Condominiums affected by such taking as determined by: (i) an independent appraisal conducted by an M.A.I. appraiser selected by the Board and (ii) the degree to which each Condominium has been affected by the taking. The determination by the Board as to the degree each Condominium has been affected by the taking shall be final and binding on all Owners and Mortgagees. Nothing contained herein shall entitle an Owner to priority over a Mortgagee of his Condominium as to the portion of the condemnation award allocated to his Condominium. In no event shall any portion of such award be distributed by the Board to an Owner and/or the Mortgagees of his Condominium in a total amount greater than the portion allocated hereunder to such Condominium.

SECTION 4. Inverse Condemnation. The Board is authorized to bring an action in inverse condemnation. In such event, the provisions of this Article shall apply with equal force.

SECTION 5. Revival of Right to Partition. Upon a taking which renders more than fifty percent (50%) of the Condominiums within a Project of the Development incapable of being restored to at least ninety-five percent (95%) of their floor area and substantially their condition prior to the taking, the right of any Owner within such Project to partition through legal action as described in the Article hereof entitled "Limitations Upon the Right to Partition and Severance" shall forthwith revive. The determination as to whether Condominiums partially taken are capable of being so restored shall be made by the Board, whose decision shall be final and binding on all Owners and Mortgagees.

SECTION 6. Awards for Members' Personal Property and Relocation Allowances. Where all or part of the Covered Property is taken, each Member shall have the exclusive right to claim all of the award made for his personal property, and any relocation, moving expense, or other allowance of a similar nature designed to facilitate relocation. Notwithstanding the foregoing provisions, the Board shall represent each Member in an action to recover all awards with respect to such portion, if any, of Members' personal property as is at the time of any taking, as a matter of law, part of the real estate comprising any Condominium, and shall allocate to such Member so much of any awards as is attributable in the taking proceedings, or failing such attribution, attributable by the Board to such portion of Members' personal property.

SECTION 7. Notice to Members. The Board, immediately upon having knowledge of any taking or threat thereof with respect to the Covered Property, or any portion thereof, shall promptly notify all Members.

SECTION 8. Change of Condominium Interest. In the event of a taking, and notwithstanding the Section entitled "Amendments" of the Article herein entitled "General Provisions," the Board may amend the Condominium Plan to reflect the change in the Project or Projects affected by a taking. In the event that the Board decides to record such amendment to the Condominium Plan, all Owners within such Project or Projects and the record holders of all security interests in such Project or Projects shall execute and acknowledge said amendment so that it will comply with Section 1351 of the California Civil Code or any similar statute then in effect. Said Owners and holders of security interests shall also execute such other documents or take such other actions as required to make such amendment effective. The Board shall cause a notice of change in the Condominium Plan to be sent to each Owner and Mortgagee in such Project or Projects within ten (10) days of the filing of such amendments in the County Recorder's Office of Orange County, California.

SECTION 9. Approval of First Mortgagees. Any restoration or repair of the Covered Property after a partial taking shall be performed substantially in accord with this Declaration, and the original plans and specifications unless other action is approved by fifty-one percent (51%) of First Mortgagees within each affected Project of the Development.

ARTICLE XI
USE RESTRICTIONS

SECTION 1. Commercial Use. Subject to the Section entitled "Construction and Sales" of the Article hereof entitled "Easements," no part of a Residence shall be used, caused, allowed or authorized to be used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, handling, or any nonresidential purposes; provided, however, that (a) the Association shall have the right to provide or authorize such services on the Common Area as it deems appropriate for the enjoyment of the Common Area or for the benefit of the Members; (b) Declarant, its successors or assigns, may use any portion of the Covered Property for a model home site, and display and sales office during the construction and sales period; with a concomitant obligation to restore and (c) the provisions of this Section shall not preclude professional and administrative occupations without external evidence thereof, for so long as such occupations are in conformance with all applicable governmental ordinances and are merely incidental to the use of the Unit as a residential home.

SECTION 2. Signs. No sign or billboard of any kind shall be displayed to the public view on any portion of the Covered Property except such signs as may be used by Declarant or its sales agents in connection with the development of the Covered Property and sale of the Residences provided that such use shall not be for a period beyond the term of the easement described in the subsection entitled "Construction and Sales" of Section 3 Article XIII of this Declaration; and provided further that a Member may display in his Residence a sign advertising its sale or lease by him so long as such sign shall comply with any customary and reasonable standards promulgated by the Board as to the size, color, shape or other qualification for permitted signs.

SECTION 3. Nuisance. No noxious or offensive trade or activity shall be carried on upon any Residence, or any part of the Covered Property nor shall anything be done thereon which may be, or may become an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the Owners of his respective Residence, or which shall in any way increase the rate of insurance on any Residence or the Covered Property. Without limiting the generality of the foregoing, no loud noises or noxious odors, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, large power equipment or large power tools, unlicensed off-road motor vehicles or items which may unreasonably interfere with television or radio reception of any Unit, shall be located, used or placed on any portion of the Covered Property, or exposed to the view of other Owners without the prior written approval of the Board. The Board shall have the right to determine if any noise, odor, interference or activity producing such noise, odor or interference constitutes a nuisance.

SECTION 4. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall hereafter be used on any Residence at any time, either temporarily or permanently.

SECTION 5. Vehicles. No trailer, camper, boat, commercial vehicle, aircraft or similar equipment shall be permitted to be parked upon or to remain upon the Covered Property, including, without limitation, streets, alleys, driveways, or Parking Spaces, unless placed or maintained within an enclosed area, or unless obscured from view of adjoining Residences, streets, or alleys by a fence or appropriate screen, nor permitted to be parked other than temporarily, on any street, alley, Restricted Common Area Parking Space, or any other portion of the Covered Property. Temporary parking shall mean parking of vehicles belonging to guests of Owners, delivery trucks, service vehicles and other commercial vehicles being used in the furnishing of services to the Association or the Owners and parking of vehicles belonging to or being used by Owners for loading and unloading purposes. No Owners shall conduct repairs of any vehicle upon any portion of the Covered Property except wholly within the Owner's Garage; provided, however, that such activity shall at no time be permitted if it is determined by the Board to be a nuisance. Vehicles owned, operated or within the control of any Owner shall be parked in the Garage Element and/or Restricted Common Area Parking Space appurtenant to such Owner's Unit to the extent of space available therein. The Board may adopt rules for the regulation of the admission and parking of vehicles within the Covered Property, including the assessment of charges to Owners who violate or whose invitees violate, such rules. In addition, the Board may

designate areas within the Covered Property for parking of campers and similar equipment without the requirement of fencing or screening.

SECTION 6. Animals. No insects, reptiles, animals, livestock or poultry of any kind, shall be raised, bred or kept upon the Covered Property, except that dogs, cats, fish, birds or other household pets may be kept in the Residences, provided they are not kept, bred or maintained for any commercial purpose, or in numbers deemed unreasonable by the Board. Notwithstanding the foregoing, no animals may be kept on the Residences which in the good faith judgment of the Board or a committee selected by the Board for this purpose, result in an annoyance or are obnoxious to residents in the vicinity. All animals belonging to Owners, occupants or their licensees, tenants or invitees within the Covered Property must be kept within an enclosure provided by the owner of such animals or on a leash being held by a person capable of controlling the animals. Furthermore, any Owner shall be liable to each and all remaining Owners, their families, guests, tenants and invitees, for any unreasonable noise or damage to person or property caused by any animals brought or kept upon the Covered Property by an Owner or by members of his family, his tenants or his guests; and it shall be the duty and responsibility of each such Owner to clean up after such animals which have used any portion of the Covered Property.

SECTION 7. Oil and Mineral Rights. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in the Covered Property nor, subsequent to the recording of this Declaration, shall oil wells, tanks, tunnels, or mineral excavations or shafts be installed upon the surface of the Covered Property or within five hundred (500) feet below the surface of such properties. No derrick or other structure designed for use in boring for water, oil or natural gas shall be erected, maintained or permitted upon the Covered Property.

SECTION 8. Unightly Items. All weeds, rubbish, debris, or unsightly material or objects of any kind shall be regularly removed from the Residences and shall not be allowed to accumulate thereon. No rubbish, trash, garbage or other waste material shall be permitted upon the Covered Property except as contained in sanitary containers and no odor shall be permitted to arise therefrom so as to render the Covered Property, or any portion thereof, unsanitary or offensive to any property in the vicinity thereof or to its occupant. All such refuse containers, as well as clotheslines, woodpiles, storage areas, machinery and equipment shall be prohibited unless obscured from view of adjoining streets or portions of the Covered Property from a height of six (6) feet or less. There shall be no exterior fires whatsoever except barbecue fires contained within receptacles therefor.

SECTION 9. Antennae. No television, radio, or other electronic antenna or device of any type shall hereafter be erected, constructed, placed or permitted to remain on the Covered Property unless and until the same shall have been approved in writing by the Architectural Committee, or unless the same be contained within a building.

SECTION 10. Drainage. All drainage of water from any Residence shall drain or flow into adjacent streets or alleys and shall not be allowed to drain or flow upon, across, or under any other portion of the Covered Property unless an easement for such purpose is granted.

SECTION 11. Garages. No Garage doors shall be permitted to remain open except for a temporary purpose, and the Board may adopt rules for the regulation of the opening of Garage doors, including the assessment of charges to Owners who violate or whose invitees violate such rules. Any charges so assessed shall be Special Assessments.

Except as provided in the Section entitled "Vehicles" of this Article, Garages shall be used only for the purpose of parking automobiles or storing an Owner's household goods. Storage in garages shall be permitted only in a clean, sanitary and attractive manner and condition and in accordance with published rules and standards, if any, as established by the Board.

SECTION 12. Parking Spaces. Parking spaces shall be used only for the purpose of parking automobiles. Parking spaces shall not be used as workshops and storage in Parking Spaces shall not be permitted.

SECTION 13. Window Covers. Curtains, drapes, shutters or blinds may be installed as window covers provided that such window covers or drape lining shall be white or a similar nonoffensive color. No window shall be covered with aluminum foil, newspapers or other material not designed for use as a window cover. The use or application of any window treatments such as tinting, solar screens, and the like shall require prior Board approval.

SECTION 14. California Vehicle Code. The City shall be allowed to impose and enforce all provisions of the applicable California Vehicle Code sections on any private streets contained within the Covered Property.

SECTION 15. Single-Family Residential. All Residences shall be used only for residential purposes.

SECTION 16. Insurance Rates. Nothing shall be done or kept in the Covered Property which will increase the rate of insurance on any property insured by the Association without the approval of the Board, nor shall anything be done or kept in the Covered Property which would result in the cancellation of insurance on any property insured by the Association or which would be in violation of any law.

ARTICLE XII
RIGHTS OF ENJOYMENT

SECTION 1. Members' Right of Enjoyment. Each Member shall have a nonexclusive easement for use and enjoyment in and to the Common Area regardless of the Project in which such Member is an Owner and such right shall be appurtenant to and shall pass with the interest required to be an Owner to every Residence, subject to all of the easements, covenants, conditions, restrictions and other provisions contained in this Declaration, including, without limitation, the following provisions:

(a) The right of the Association to limit the number of guests of Members and to limit the use of the recreational facilities, if any, on the Common Area by persons not in possession of a Residence, but owning a portion of the interest in a Residence required for membership.

(b) The right of the Association to establish reasonable rules and regulations pertaining to the use of the Common Area.

(c) The right of the Association to suspend the right of a Member to use the recreational facilities, if any, located on Common Area or any portion thereof, designated by the Board during any time in which any Assessment against his Residence remains unpaid and delinquent or for a period not to exceed thirty (30) days for any single infraction of the rules and regulations of the Association, provided that any suspension of such right to use such recreational facilities, if any, located on Common Area, except for failure to pay Assessments, shall be made only by the Association or a duly appointed committee thereof, after notice and hearing given and held in accordance with the Bylaws, it being fully understood that any suspension for either non-payment of an Assessment or breach of restrictions shall not constitute a waiver or discharge of the Member's duty to pay Assessments as provided herein. Notwithstanding the foregoing, the Association shall not have the right hereunder to suspend any Member's right to use any portion of the Covered Property necessary for such Member to gain access to his Residence.

(d) The right of the Association to establish in cooperation with the City, a special tax assessment district for the performance of all or a portion of the maintenance and other functions now within the responsibility of the Association.

(e) The right of the Association to grant easements on, over and under the Common Area to public utilities or governmental entities or agencies; provided that such easement shall not unreasonably interfere with the right of any Owner to the use and enjoyment of his Residence and the Common Area. No such easement shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the voting power of each class of memberships then outstanding and attributable to Residences in the Project in which the easement will be granted has been recorded agreeing to the granting of such easement. The certificate of the President and Secretary of the Association attached to such instrument certifying that the Members signing such instrument represent such two-thirds (2/3) of the voting power of the Members residing in the Project in which the easement will be granted shall be deemed conclusive proof thereof.

(f) The right of particular Owners to the exclusive use of Restricted Common Area as provided in the Article hereof entitled "Definitions."

(g) Subject to the Article hereof entitled "Architectural Control", the right of Owners to install, in the Common Area, and thereafter to maintain, repair and restore air conditioning equipment to service such Owner's Residence. Each Owner whose Residence is served by air conditioning equipment shall have the exclusive right to use, repair, and dispose of such air conditioning equipment, provided that such Owner complies with the obligation to repair any damage caused thereby to the Units, the Common Area. If such exclusive use interferes with or causes the maintenance of the Common Area to be more expensive, any additional cost to the Association shall be a Special Assessment to the Owner whose Residence is served by such air conditioning equipment.

SECTION 2. Delegation of Use. Any Member may delegate his right of enjoyment to the Common Area to the members of his family or his tenants who reside on his Residence, or to his guests, subject to rules and regulations adopted by the Board.

SECTION 3. Waiver of Use. No Member may exempt himself from personal liability for Assessments duly levied by the Association, nor release the Residence owned by him from the liens, charges and other provisions of this Declaration, the Articles, Bylaws and Association Rules, by waiver of the use and enjoyment of the Common Area, or the abandonment of his Residence.

SECTION 4. Reclaimed Water Irrigation. Certain landscaped areas within Common Area may be irrigated with reclaimed water. Each Owner should be aware that reclaimed water is not potable, that specific rules and regulations relating to the use of such reclaimed water have been instituted by I.R.W.D., and all consumers of such reclaimed water must conform to such rules and regulations. Files on areas under reclaimed water irrigation and the rules and regulations pertaining to its use are maintained as of the date of recordation of this Declaration at the District office of I.R.W.D.

ARTICLE XIII
EASEMENTS

SECTION 1. Amendment to Eliminate Easements. This Declaration cannot be amended to modify or eliminate the easements reserved to Declarant without prior written approval of Declarant and any attempt to do so shall have no effect. Any attempt to modify or eliminate this Section shall likewise require the prior written approval of Declarant.

SECTION 2. Nature of Easements. Unless otherwise set forth herein, any easement reserved to Declarant herein shall be nonexclusive.

SECTION 3. Certain Rights and Easements Reserved to Declarant.

(a) Utilities. Easements over the Covered Property for the installation and maintenance of electric, telephone, cable television, water, gas, sanitary sewer lines and drainage facilities as are needed to service the Covered Property are hereby reserved by Declarant, together with the right to grant and transfer the same; provided, however, such easements shall not unreasonably interfere with the use and enjoyment by the Members of their Units or the Common Area.

(b) Cable Television. There is hereby reserved to Declarant over the Covered Property, together with the right to grant and transfer the same, the right to emplace on, under or across the Covered Property transmission lines and other facilities for a community antenna television system and thereafter to own and convey such lines and facilities and the right to enter upon the Covered Property to service, maintain, repair, reconstruct and replace said lines or facilities; provided, however, that the exercise of such rights shall not unreasonably interfere with any Owner's reasonable use and enjoyment of his Residence.

(c) Oil and Mineral Rights. There is hereby reserved to Declarant, together with the right to grant and transfer the same, all oil, oil rights, minerals, mineral rights, natural gas rights, and other hydrocarbons by whatsoever name known, geothermal steam, and all products derived from any of the foregoing, that may be within or under the Covered Property together with the perpetual right of drilling, mining, exploring and operating therefor and storing in and removing the same from said land or any other land, including the right to whipstock or directionally drill and mine from lands other than the Covered Property, oil or gas wells, tunnels and shafts into, through or across the subsurface of the Covered Property and to bottom such whipstocked or directionally drilled wells, tunnels and shafts under and beneath or beyond the exterior limits thereof, and to redrill, retunnel, equip, maintain, repair, deepen and operate any such wells or mines without, however, the right to drill, mine, store, explore and operate through the surface or the upper 500 feet of the subsurface of the Covered Property.

(d) Water Rights. There is hereby reserved to Declarant with full right and power, among others, to transfer or assign to others or to use or utilize on any other property owned or leased by Declarant, any and all water rights or interests in water rights no matter how acquired by Declarant, and owned or used by Declarant in connection with or with respect to the Covered Property, whether such water rights shall be riparian, overlying, appropriative, percolating, prescriptive or contractual, provided, however, that the reservation made herein shall not reserve to or for the benefit of Declarant any right to enter upon the surface of the Covered Property in the exercise of such rights.

(e) Construction and Sales. There is hereby reserved to Declarant, together with the right to grant and transfer the same to Declarant's sales agents and representatives and prospective purchasers of Residences, over the Covered Property as the same may from time to time exist, easements for construction, display, maintenance, sales and exhibit purposes in connection with the erection and sale or lease of Residences within the Covered Property; provided, however, that such use shall not be for a period beyond the sale by Declarant of all Residences within the Covered Property or five (5) years from the issuance of the Final Subdivision Public Report for the last Project of the Development; whichever occurs first, and provided further that no such use by Declarant and others shall otherwise restrict the Members in the reasonable use and enjoyment of the Covered Property. At the end of this period the sales office shall be restored to its original purpose or if located in a temporary building, it shall be removed from the Covered Property.

(f) Utilities Shown on Tract Map. There is hereby reserved to Declarant, together with the right to grant and transfer the same, easements over the Covered Property for the installation and maintenance of electric, telephone, cable television, water, gas, sanitary sewer lines and drainage facilities as shown on the recorded tract maps covering the Covered Property.

(g) Public Bicycle and Pedestrian Trails. There is hereby reserved to Declarant, together with the right to grant and transfer the same, an easement for public ingress and egress over any bicycle, pedestrian, equestrian or other trails shown on any recorded final tract or parcel map covering the Covered Property. The reservation of this easement shall not imply any right of public use of the Covered Property or improvements thereof.

(h) City Public Service. There is hereby reserved to Declarant, together with the right to grant and transfer the same, easement, for public services of the City, including but not limited to, the right of the police to enter in a lawful manner upon any part of the Covered Property for the purposes of enforcing the law.

SECTION 4. Certain Easements for Owners.

(a) Rights and Duties: Utilities and Cable Television. Wherever sanitary sewer connections, water house connections, electricity, gas, telephone and cable television lines or drainage facilities are installed within the Covered Property, the Owners of any Residence served by said connections, lines or facilities shall have the right and there is hereby reserved to Declarant, together with the right to grant and transfer the same to Owners an easement to the full extent necessary for the full use and enjoyment of such portion of such connections which service his Residence, and to enter upon the Residences owned by others, or to have utility companies enter upon the Residences owned by others, in or upon which said connections, lines or facilities, or any portion thereof lie, to repair, replace and generally maintain said connections as and when the same may be necessary, provided that such Owner or utility company shall promptly repair any damage to a Residence caused by such entry as promptly as possible after completion of work thereon.

(b) Ingress, Egress and Recreational Rights. Declarant hereby reserves to itself, its successors and assigns, and agrees that it will grant to all Owners nonexclusive easements for ingress, egress, pedestrian walkway and general recreation purposes over and upon the Common Area which is not Restricted Common Area. Such easements when granted to Owners shall be subject to the rights of the Association and the Declarant as set forth in the Article hereof entitled "Rights of Enjoyment."

(c) Exclusive Restricted Common Area Easement. There is hereby reserved to Declarant, together with the right to grant and transfer the same, exclusive easements which shall be appurtenant to the Units, over the Restricted Common Area. The Unit shall be the dominant tenement and the exclusive easement shall burden the Restricted Common Area as the servient tenement. Subject to the rights of the Association as provided in the Section entitled "Repair and Maintenance by Association" of the Article entitled "Repair and Maintenance" of this Declaration, the benefit of such easement shall inure only to the Owners of Units indicated on the Condominium Plan and their families and guests. The easement of enjoyment over the Common Area granted to Members in the Section entitled "Ingress, Egress and Recreational Rights" of this Article shall not apply to those portions of the Common Area designated as Restricted Common Area.

SECTION 5. Certain Easements for Association. Declarant hereby reserves to itself, its successors and assigns, and agrees that it will grant to the Association nonexclusive easements over the Covered Property for the purpose of permitting the Association to discharge its obligations as described in this Declaration.

SECTION 6. Support, Settlement and Encroachment. There is hereby reserved to Declarant, together with the right to grant and transfer the same to Owners, the following reciprocal easements for the purposes set forth below:

(a) An easement appurtenant to each Residence which is contiguous to another Residence or Common Area which Residence shall be the dominant tenement and the contiguous Residence or Common Area shall be the servient tenement.

(b) An easement appurtenant to the Common Area contiguous to a Residence, which Common Area shall be the dominant tenement and which contiguous Residence shall be the servient tenement.

Said easements shall be for the purposes of:

(i) support and accommodation of the natural settlement of structures;

(ii) encroachment by reason of a roof or eave overhang from a Residence and for the maintenance of such roof or eave overhang by the Owner of the dominant tenement;

(iii) encroachment of fireplaces, doorsteps, foundation footings, utilities and other appurtenances or fixtures and the maintenance thereof by the Owner of the dominant tenement, which, in the construction of the structures upon the dominant tenement or from any reconstruction or modifications of such structures, project beyond the external surface of the outer walls of such structures.

SECTION 7. Certain Easements for Master Association. There is hereby reserved to Declarant, together with the right to grant and transfer same to the Master Association, easements for the purpose of maintaining, repairing, restoring and replacing that portion of the Covered Property shown on Exhibit G, attached hereto and made a part hereof, including, without limitation, the landscaping and irrigation improvements thereon and the structural integrity of the slope thereon.

SECTION 8. Creation of Easements. Each of the easements provided for in this Declaration shall be deemed to be established upon the recordation of this Declaration, and shall thenceforth be deemed to be covenants running with the land for the use and benefit of the Residences and Covered Property superior to all other encumbrances applied against or in favor of any portion of the Covered Property. In furtherance of the easements provided for in this Declaration the individual grant deeds to Residences may, but shall not be required to, set forth said easements.

ARTICLE XIV
ANNEXATIONS

The real property described on Exhibit B (hereinafter in this Article referred to as the "Annexation Property") and/or any other real property may be annexed to and become subject to this Declaration by any of the methods set forth hereinafter in this Article, as follows:

SECTION 1. Development of the Covered Property. Declarant intends to sequentially develop the Annexation Property in Projects, however, Declarant may elect not to develop all or any part of such real property, to annex such real property to this Declaration in Projects of any size whatsoever, or to develop more than one such Project at any given time and in any given order. Moreover, Declarant reserves the right to subject all or any portion of the Annexation Property to the plan of this Declaration or one or more separate declarations of covenants, conditions and restrictions which subjects said property to the jurisdiction and powers of a homeowners association or other entity with powers and obligations similar to the Association and which is not subject to the provisions of this Declaration. Although Declarant shall have the ability to annex the Annexation Property as provided in this Article, Declarant shall not be obligated to annex all or any portion of such property, and such property shall not become subject to this Declaration unless and until a Supplementary Declaration shall have been so executed and recorded.

SECTION 2. Annexation Pursuant to Approval. Upon the vote or written assent of not less than sixty-six and two-thirds percent (66-2/3%) of the Applicable Voting Power, any person who desires to add real property, other than the Annexation Property to the plan of this Declaration and to subject such property to the jurisdiction of the Association, may file of record a Supplementary Declaration. The provisions of this Section shall also apply to the Annexation Property subsequent to the expiration of the power of Declarant to annex such property without the approval of the Members as provided in this Article. The certificate of the President and the Secretary of the Association attached to any Supplementary Declaration recorded pursuant to this Section certifying that the required sixty-six and two-thirds percent (66-2/3%) of the Applicable Voting Power has approved the recordation of such Supplementary Declaration shall be deemed conclusive proof thereof.

SECTION 3. Supplementary Declarations. A Supplementary Declaration shall be a writing in recordable form which annexes real property to the plan of this Declaration and which incorporates by reference all of the covenants, conditions, restrictions, easements and other provisions of this Declaration and shall contain such other provisions as set forth in this Declaration relating to Supplementary Declarations. Such Supplementary Declarations contemplated above may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the annexed property and as are not inconsistent with the plan of this Declaration. In no event, however, shall any such Supplementary Declaration, or any merger or consolidation, revoke, modify or add to the covenants established by this Declaration with respect to the existing property.

SECTION 4. Annexation Without Approval and Pursuant to General Plan. All or any part of the Annexation Property may be annexed to and become subject to this Declaration and subject to the jurisdiction of the Association without the approval, assent or vote of the Association or its Members, provided that a Supplementary Declaration covering the portion of the Annexation Property to be annexed, shall be executed and recorded by Declarant; provided, however, the annexation must be effected prior to the third anniversary of the original issuance of the most-recently-issued Final Subdivision Public Report for a Phase of the Development. The recordation of said Supplementary Declaration shall constitute and effectuate the annexation of the said real property described therein, making said real property subject to this Declaration and subject to the functions, powers and jurisdiction of the Association, and thereafter said annexed real property shall be part of the Covered Property and all of the Owners of Residences in said annexed real property shall automatically be Members.

SECTION 5. Mergers or Consolidations. Upon a merger or consolidation of the Association with another association which merger or consolidation must be approved by sixty-six and two-thirds percent (66-2/3%) of the Applicable Voting

Power, the Association's properties, rights and obligations may, by operation of law, be transferred to the surviving or consolidated association, or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants, conditions and restrictions established by this Declaration within the Covered Property, together with the covenants and restrictions established upon any other property as one plan.

SECTION 6. Limitations Upon Annexation. Notwithstanding the foregoing Sections of this Article, unless there has been approval thereof by a majority of the Applicable Voting Power, no annexation of additional real property to this Declaration, shall have the effect of either overburdening the common interests of the then existing Owners, except as set forth in this Declaration, or substantially increasing the Assessments of such Owners if such increase has not been disclosed in the California Department of Real Estate's Final Subdivision Public Report applicable to such Owner's Residence. Furthermore, any additional buildings, facilities, or improvements added to the Covered Property shall be of the same comparable quality as the buildings, and facilities already existing within the Covered Property.

ARTICLE XV
RIGHTS OF LENDERS

SECTION 1. Filing Notice; Notices and Approvals. A Mortgagee shall not be entitled to receive any notice which this Declaration requires the Association to deliver to Mortgagees unless and until such Mortgagee, or its mortgage servicing contractor, has delivered to the Board a written notice stating that such Mortgagee is the holder of a Mortgage encumbering a Residence within the Covered Property. Such notice shall state which Residence or Residences are encumbered by such Mortgage, and shall state whether such Mortgagee is a First Mortgagee. Wherever the approval of all or a specified percentage of Mortgagees is required pursuant to this Declaration, it shall be deemed to mean the vote or approval of all or a specified percentage only of those Mortgagees which have delivered such notice to the Board. Notwithstanding the foregoing, if any right of a Mortgagee under this Declaration is conditioned on a specific written request to the Association, in addition to having delivered the notice provided in this Section, a Mortgagee must also make such request, either in a separate writing delivered to the Association or in the notice provided above in this Section, in order to be entitled to such right. Except as provided in this Section, a Mortgagee's rights pursuant to this Declaration, including, without limitation, the priority of the lien of Mortgages over the lien of Assessments levied by the Association hereunder shall not be affected by the failure to deliver a notice to the Board. Any notice or request delivered to the Board by a Mortgagee shall remain effective without any further action by such Mortgagee for so long as the facts set forth in such notice or request remain unchanged.

SECTION 2. Priority of Mortgage Lien. No breach of the covenants, conditions or restrictions herein contained, nor the enforcement of any lien provisions herein, shall affect, impair, defeat or render invalid the lien or charge of any First Mortgage made in good faith and for value encumbering any Residence, but all of said covenants, conditions and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure or trustee's sale, or otherwise, with respect to a Residence except as otherwise provided in this Article.

SECTION 3. Curing Defaults. A Mortgagee or the immediate transferee of such Mortgagee, who acquires title by judicial foreclosure, deed in lieu of foreclosure or trustee's sale shall not be obligated to cure any breach of the provisions of this Declaration which is noncurable or of a type which is not practical or feasible to cure. The determination of the Board made in good faith as to whether a breach is noncurable or not feasible to cure shall be final and binding on all Mortgagees.

SECTION 4. Resale. It is intended that any loan to facilitate the resale of any Residence after judicial foreclosure, deed in lieu of foreclosure or trustee's sale is a loan made in good faith and for value and entitled to all of the rights and protections afforded to other Mortgagees.

SECTION 5. Relationship with Assessment Liens.

(a) The lien provided for in the Article hereof entitled "Nonpayment of Assessments" for the payment of Assessments shall be subordinate to the lien of any First Mortgage which was recorded prior to the date any such Assessment becomes due.

(b) If any Residence subject to a monetary lien created by any provision hereof shall be subject to the lien of a First Mortgage: (1) the foreclosure of any lien created by anything set forth in this Declaration shall not operate to affect or impair the lien of such First Mortgage; and (2) the foreclosure of the lien of said First Mortgage, excluding a deed in lieu of foreclosure, (such events being hereinafter referred to as "Events of Foreclosure") shall not operate to affect or impair the lien hereof, except that any persons who obtain an interest through any of the Events of Foreclosure, excluding a deed in lieu of foreclosure, and their successors in interest, shall take title free of the lien hereof or any personal obligation for said charges as shall have accrued up to the time of any of the Events of Foreclosure, but subject to the lien hereof for all said charges that shall accrue subsequent to the Events of Foreclosure.

(c) Any First Mortgagee who obtains title to a Residence by reason of any of the Events of Foreclosure, excluding a deed in lieu of foreclosure, or any purchaser at a private or judicial foreclosure sale under and pursuant to the terms of a First Mortgage, shall take title to such Residence free of any lien or claim for unpaid Assessments against such Residence which accrue prior to the time such First Mortgagee or purchaser takes title to such Residence, except for liens or claims for a share of such Assessments resulting from a pro rata reallocation of such Assessments to all Residences within the Covered Property.

(d) Nothing in this Section shall be construed to release any Owner from his obligations to pay for any Assessment levied pursuant to this Declaration.

SECTION 6. Seventy-Five Percent (75%) Vote of First Mortgagees. Except upon the prior written approval of at least seventy-five percent (75%) of First Mortgagees, based on one (1) vote for each First Mortgage held, neither the Association nor the Members shall be entitled to do any of the following:

(a) Abandon or terminate by any act or omission the condominium legal status of the Covered Property, or any part thereof, except for abandonment or termination provided by law and/or this Declaration in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(b) Amend a material provision of this Declaration, the Bylaws or the Articles. A material provision of such documents shall be defined as those provisions governing the following subjects:

(i) The percentage interest of the Unit Owners in the Common Area of a Project of the Development;

(ii) The fundamental purpose for which the Development was created;

(iii) Voting;

(iv) Assessments, assessment liens and the subordination thereof;

(v) The reserve for repair and replacement of the Common Area;

(vi) Property maintenance obligations;

(vii) Casualty and liability insurance;

(viii) Reconstruction in the event of damage or destruction;

(ix) Rights to use the Common Area;

(x) Annexation;

(xi) Any provision, which by its terms, is specifically for the benefit of First Mortgagees, or specifically confers rights on First Mortgagees;

(xii) Leasing of a Residence; and

(xiii) The imposition of any right of first refusal or similar restriction on the right of any Owner to sell, transfer, or otherwise convey his or her Residence.

(c) Effectuate any decision to terminate professional management and assume self-management of the Covered Property;

(d) Abandon, partition, sell, alienate, subdivide, release, transfer, hypothecate or otherwise encumber the Common Area; provided, however, the granting of easements for public utilities or other public purposes consistent with the intended use of the Common Area shall not require such approval.

(e) Partition or subdivide a Unit or any elements thereof;

(f) Change the Ownership interest of the Condominium as provided in the Section entitled "Condominium" in the Article hereof entitled "Definitions".

(g) Use hazard insurance proceeds for losses to the Common Area for other than the repair, replacement, or reconstruction of such Common Area.

SECTION 7. Other Rights of First Mortgagees. Any First Mortgagee or its mortgage servicing contractor, shall, upon written request to the Association, be entitled to:

(a) Receive current copies of the Articles, Bylaws, Declaration and Association Rules, and inspect the books and records of the Association during normal business hours;

(b) Receive the annual audited financial statement of the Association ninety (90) days following the end of the Association's fiscal year;

(c) Receive written notice of all annual and special meetings of the Members or of the Board, and First Mortgagees shall further be entitled to designate a representative to attend all such meetings in order to, among other things, draw attention to violations of this Declaration which have not been corrected or made the subject of remedial action by the Association; provided, however, nothing contained in this Section shall give a First Mortgagee the right to call a meeting of the Board or of the Members for any purpose or to vote at any such meeting; and

(d) Receive written notification from the Association of any default in the performance of the obligations imposed by this Declaration by the Owner whose Residence is encumbered by such First Mortgagee's Mortgage, which default has not been cured within thirty (30) days of a request therefor by the Association; provided, however, the Association shall only be obligated to provide such notice to First Mortgagees who have delivered a written request therefor to the Association specifying the Residence or Residences to which such request relates.

SECTION 8. Mortgagees Furnishing Information. Mortgagees are hereby authorized to furnish information to the Board concerning the status of any Mortgage.

SECTION 9. Right of First Refusal. In the event this Declaration is amended to provide for any right of first refusal to purchase or lease a Residence in the Association, a Mortgagee who comes into possession of a Residence pursuant to a judicial foreclosure, a deed in lieu of foreclosure or a trustee's sale shall be exempt therefrom. In addition, conveyances to and from third party foreclosure purchasers and mortgage insurers and guarantors shall also be exempt. No right of first refusal shall impair the right of a Mortgagee to sell or lease a Residence acquired by foreclosure.

SECTION 10. Conflicts. In the event of any conflict between any of the provisions of this Article and any of the other provisions of this Declaration, the provisions of this Article shall control.

SECTION 11. Notice of Destruction or Taking. In the event that any Condominium, or Common Area and any improvements thereto, or any portion thereof, is damaged or is made the subject of any condemnation proceedings in eminent domain or is otherwise sought to be acquired by a condemning authority, the Board shall promptly notify any First Mortgagee affected by such destruction, taking or threatened taking. As used herein, "damaged" or "taking" shall mean damage or taking to the Common Area exceeding Ten Thousand Dollars (\$10,000.00) or damage or taking to a Unit exceeding One Thousand Dollars (\$1,000.00). If requested in writing by a First Mortgagee, the Association shall evidence its obligations under this Section in a written agreement in favor of such First Mortgagee.

SECTION 12. Payment of Taxes or Premiums by First Mortgagees. First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area unless such taxes or charges are separately assessed against the Owners, in which case the rights of First Mortgagees shall be governed by the provisions of their Mortgages. First Mortgagees may, jointly or singly, also pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for the Common Area and First Mortgagees making such payments shall be owed immediate reimbursement therefor from the Association. Entitlement to such reimbursement shall be reflected in an agreement in favor of any First Mortgagee which requests the same to be executed by the Association.

ARTICLE XVI
EFFECTS OF FEDERAL PROGRAMS

SECTION 1. FHA/VA. Although Declarant has not obtained the approval of FHA or VA in connection with the development of the initial Covered Property, such approval may be sought by Declarant with respect to real property which is subsequently annexed to the Covered Property pursuant to the Article of this Declaration entitled "Annexations." In the event that the approval of FHA or VA is so sought for the purpose of having FHA and/or VA insure or guarantee any Mortgage or provide any form of assistance within the purview of such agencies with respect to the Covered Property, the rules and regulations of FHA and VA require that FHA and/or VA participate in certain decisions affecting the entire Covered Property and the management of the Association. This Article shall become effective immediately upon the date a Supplementary Declaration, or other document, is recorded in the Official Records of Orange County, California stating that such FHA and/or VA approval has been obtained.

SECTION 2. FHA/VA Approval. The following actions will require the prior approval of FHA and the approval of VA so long as FHA and/or VA is an Owner, Mortgagee, or guarantor or insurer of any Mortgage within the Covered Property:

(a) Alteration of the Residences, construction of additional improvements, the establishment of additional licenses, reservations and rights-of-way, or alteration of construction plans and designs, all pursuant to the Section entitled "Construction by Declarant" of the Article of this Declaration entitled "General Provisions".

(b) Mergers or consolidations of the Association pursuant to the Article hereof entitled "Annexations."

(c) Any amendment or modification of this Declaration pursuant to the Section entitled "Amendment" of the Article of this Declaration entitled "General Provisions";

(d) Any amendment or modification of the Articles and Bylaws; and

(e) Annexation of additional properties to the plan of this Declaration pursuant to the Article hereof entitled "Annexations";

(f) The Association shall submit for review and approval to FHA and/or VA sixty (60) days prior to the beginning of each fiscal year of the Association, a budget of the Common Expenses for the ensuing fiscal year on an FHA and/or VA model form of budget indicating the amount of the Regular Assessments, and such submittal shall also include similar budgets for FHA's and/or VA's review and approval for Capital Improvements or Reconstruction Assessments if such Assessments are contemplated for the next fiscal year period.

SECTION 3. Regulatory Agreement. If requested so to do by FHA and/or VA, the Board shall be automatically authorized and shall be obligated to execute a Regulatory Agreement on FHA Form No. 3278 (revised August 1969) or such later version thereof then in use or the analogous VA form, or both as modified to reflect any peculiarities pertaining to the Covered Property as shall be deemed appropriate by FHA and/or VA.

ARTICLE XVII
LIMITATIONS UPON THE RIGHT TO PARTITION AND SEVERANCE

SECTION 1. No Partition. The right of partition is hereby suspended, except that the right to partition shall revive and a Project within the Development may be sold as a whole when the conditions for such action set forth in the Articles hereof entitled "Destruction of Improvements" and "Eminent Domain" have been met; provided, however, notwithstanding the foregoing, any Owner may, upon the prior written approval of the First Mortgagee of the First Mortgage encumbering his Condominium, bring an action for partition by sale of the Project of the Development in which his Condominium is located, as provided in Section 1354 of the California Civil Code or any similar statute then in effect upon the occurrence of any of the events therein provided. Provided, further, that if any Condominium shall be owned by two (2) or more co-tenants, nothing herein contained shall be deemed to prevent a judicial partition as between such co-tenants.

SECTION 2. No Severance. The elements of a Condominium and other rights appurtenant to the ownership of a Condominium are inseparable, and each Owner agrees that he shall not, while this Declaration or any similar declaration is in effect, make any conveyance of less than an entire Condominium and such appurtenances. Any conveyance made in contravention of this Section shall be void. The provisions of this Section shall terminate on the date that judicial partition shall be decreed.

SECTION 3. Proceeds of Partition Sale.

(a) Whenever an action is brought for the partition by sale of a Project of the Development, whether upon the occurrence of any of the events provided in Section 1354 of the California Civil Code (or similar statute then in effect) or upon the revival of the right to partition pursuant to the Articles hereof entitled "Destruction of Improvements" or "Eminent Domain", the Owners of Condominiums in such Project shall share in the proceeds of such sale in the same proportion as their interest in such Project. As used in the foregoing sentence, such interest of each Owner shall be determined by comparing (i) an independent appraisal of an Owner's Condominium conducted by an M.A.I. appraiser selected by the Board to (ii) the total of the appraised values for all Condominiums in such Project.

(b) The distribution of the proceeds of any such partition sale shall be adjusted as necessary to reflect any prior distribution of insurance proceeds or condemnation award as may have been made to Owners and their Mortgagees pursuant to the Articles hereof entitled "Destruction of Improvements" and "Eminent Domain". In the event of any such partition and sale, the liens and provisions of all Mortgages or Assessment liens encumbering Condominiums within the Project or Projects so encumbered shall extend to each applicable Owner's interest in the proceeds of such partition and sale. The interest of an Owner in such proceeds shall not be distributed to such Owner except upon the prior payment of any Mortgage or Assessment lien encumbering such proceeds as aforesaid.

ARTICLE XVIII
PROTECTION OF THE PROJECT FROM LIENS

SECTION 1. Association to Defend Certain Actions. In the event that a lawsuit is brought against all or substantially all of the Members within a Project of the Development which will or could result in any lien or encumbrance being levied against an entire Project, the Association shall defend such lawsuit and the costs of such defense shall be a Special Assessment against all of the Members within such Project joined as defendants in such lawsuit; provided, however, in the event that an insurance carrier is obligated to provide such defense under a policy of insurance carried by the Association, the Association shall be relieved of the obligation to provide such defense. Nothing contained herein shall in any way limit the rights of any Member or Members to retain counsel of their choice to represent them in such lawsuit at their own expense. In the event that a Member so chooses, he shall not be relieved of liability for the Special Assessment provided for in this Section.

SECTION 2. Payment of Lien. In the event that a lien or encumbrance not covered by California Civil Code Section 1357 attaches to all or substantially all of a Project of the Development by reason of a judgment or otherwise, the Association shall promptly take the appropriate steps to remove such lien, including but not limited to the payment of money and the posting of a bond. The Association shall have the power to borrow money and to take such other steps as are necessary to free a Project of such liens.

SECTION 3. Owners to be Specially Assessed. Simultaneously with any action taken pursuant to the Section entitled "Payment of Lien" of this Article, the Association shall levy a Special Assessment against all of the Members whose Condominiums were subject to the lien or encumbrance which caused the Association to act pursuant to said Section equal to each such Member's pro rata share of such lien or encumbrance. In the event that such Special Assessment is not paid within thirty (30) days of its due date, the Board may effect the remedies of Section 1356 of the California Civil Code and the Article hereof entitled "Non-payment of Assessments."

SECTION 4. Reimbursement by Certain Owners. In the event that it shall be proven in a court of law of competent jurisdiction over the claim or claims causing the Association to take action under this Article that a judgment resulting in a lien on all or a portion of a Project of the Development was primarily due to the acts or omissions of a particular Member or Members or the families thereof, such Member or Members shall reimburse the Association for all expenses incurred by it pursuant to the provisions of this Article. Upon such reimbursement, the Association shall distribute the funds received to the Members against whom Special Assessments were levied pursuant to the provisions of this Article.

ARTICLE XIX
GENERAL PROVISIONS

SECTION 1. Enforcement. The Association, or any Owner, shall have the right to enforce by proceedings at law or in equity, all restrictions, conditions, covenants and reservations, now or hereafter imposed by the provisions of this Declaration or any amendment thereto, including, but not limited to, architectural control to prevent the violation of any such restrictions, conditions, covenants, or reservations and to recover damages or other dues for such violation. The Association or any Owner shall also have the right to enforce by proceedings at law or in equity the provisions of the Articles or Bylaws and any amendments thereto. With respect to Assessment liens or any other liens or charges and Association Rules, the Association shall have the exclusive right to the enforcement thereof.

SECTION 2. No Waiver. Failure by the Association or by any Member to enforce any covenant, condition, restriction or reservation herein contained, or the Articles, Bylaws or Association Rules, in any certain instance or on any particular occasion shall not be deemed a waiver of such right or any such future breach of the same or any other covenant, condition, restriction or reservation.

SECTION 3. Cumulative Remedies. All rights, options and remedies of Declarant, the Association, the Owners or Mortgagees under this Declaration are cumulative, and not one of them shall be exclusive of any other, and Declarant, the Association, the Owners and the Mortgagees shall have the right to pursue any one or all of such rights, options and remedies or any other remedy or relief which may be provided by law, whether or not stated in this Declaration.

SECTION 4. Severability. Invalidation of any one or a portion of these covenants, conditions, restrictions or reservations by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

SECTION 5. Covenants to Run with the Land; Term. The covenants, conditions, restrictions and reservations of this Declaration shall run with and bind the Covered Property and shall inure to the benefit of and be enforceable by the Association or any Owner, their respective legal representatives, heirs, successors and assigns, for a term of sixty (60) years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument, signed by a majority of the then Owners and seventy-five percent (75%) of the First Mortgagees, based on one (1) vote for each First Mortgage held, has been recorded at least one (1) year prior to the end of any such period, agreeing to change said covenants, conditions, restrictions and reservations in whole or in part.

SECTION 6. Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a plan for the development of a residential community or tract and for the maintenance of the Covered Property. The Article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

SECTION 7. Singular Includes Plural. Whenever the context of this Declaration requires same, the singular shall include the plural and the masculine shall include the feminine and the neuter.

SECTION 8. Nuisance. The result of every act or omission, whereby any provision, condition, restriction, covenant, easement, or reservation contained in this Declaration is violated in whole or in part, is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against every such result, and may be exercised by the Association or any Member. Such remedy shall be deemed cumulative and not exclusive.

SECTION 9. Attorneys' Fees. In the event action is instituted to enforce any of the provisions contained in this Declaration, the party prevailing in such action shall be entitled to recover from the other party thereto as part of the judgment, reasonable attorneys' fees and costs of such suit.

SECTION 10. Notices. Any notice required or permitted hereunder shall be in writing and personally delivered or sent by First Class United States Mail, postage prepaid as follows:

(a) If to an Owner, to the most recent address furnished by such Owner in writing to the Association for the purpose of giving notice, or if no such address shall have been furnished, then to the street address of such Owner's Residence. In the case of co-Owners any such notice may be delivered or sent to any one of the co-Owners on behalf of all co-Owners and such notice shall be deemed delivery on all such co-Owners;

(b) If a Mortgagee or its mortgage servicing contractor, to the address furnished to the Association by such Mortgagee or such contractor for the purposes of notice or, if no such address is furnished, to any office of the Mortgagee in Orange County, California, or if no such office is located in said County, to any office of such Mortgagee;

(c) If to the Association or the Board, to any Board members, or if to the Architectural Committee, to any member of such Committee, to the address of the principal place of business of the Association.

Any notice given in the manner herein provided shall be effective when personally served or forty-eight (48) hours after deposited in the mail within Orange County, California, if mailed.

The affidavit of an officer or authorized agent of the Association declaring under penalty of perjury that a notice has been mailed to any Owner or Owners, to any Mortgagee or Mortgagees, or to all Members or all Mortgagees, to the address or addresses shown on the records of the Association, shall be deemed conclusive proof of such mailing, whether or not such notices are actually received.

SECTION 11. Obligations of Declarant. So long as Declarant is utilizing the easement described in the Section entitled "Construction and Sales" of the Article in this Declaration entitled "Easements," Declarant shall not be subject to the provisions of the Article entitled "Architectural Control" or the provisions of the Article entitled "Use Restrictions" except for Article XI, Section 7, above.

SECTION 12. Effect of Declaration. This Declaration is made for the purposes set forth in the Recitals to this Declaration and Declarant makes no warranties or representations, express or implied, as to the binding effect or enforceability of all or any portion of this Declaration, or as to the compliance of any of these provisions with public laws, ordinances and regulations applicable thereto.

SECTION 13. Personal Covenant. To the extent the acceptance of a conveyance of a Residence creates a personal covenant between the Owner of such Residence and Declarant or other Owners, such personal covenant shall terminate and be of no further force or effect from and after the date when a person or entity ceases to be an Owner except to the extent this Declaration may provide otherwise with respect to the payment of money to the Association.

SECTION 14. Nonliability of Officials. To the fullest extent permitted by law, neither the Board, the Architectural Committee, any other committees of the Association or any member of such Board or committee shall be liable to any Member or the Association for any damage, loss or prejudice suffered or claimed on account of any decision, approval or disapproval of plans or specifications (whether or not defective), course of action, act, omission, error, negligence or the like made in good faith within which such Board, committees or persons reasonably believed to be the scope of their duties.

SECTION 15. Enforcement of Bonded Obligations. In the event that the improvements to the Common Area have not been completed prior to the issuance of a Final Subdivision Public Report covering the Covered Property by the Department of Real Estate of the State of California, and the Association is obligee under a bond or other arrangement (hereinafter the "Bond") to secure performance of the commitment of Declarant to complete such improvements, the following provisions shall apply:

(a) The Board shall consider and vote on the question of action by the Association to enforce the obligations under the Bond with respect to any improvements for which a Notice of Completion has not been filed within sixty (60) days after the completion date specified for such improvements in the Planned Construction Statement appended to the Bond. If the Association has given an extension in writing for the completion of any Common Area improvement, the Board shall consider and vote on the aforesaid question if a Notice of Completion has not been filed within thirty (30) days after the expiration of such extension;

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

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

SECTION 16. Leases. Any agreement for the leasing or rental of a Residence (hereinafter in this Section referred to as a "lease") shall provide that the terms of such lease shall be subject in all respects to the provisions of this Declaration, the Articles, the Bylaws, the Association Rules and any applicable agreements between the Association and any of the Federal Agencies. Said lease shall further provide that any failure by the lessee thereunder to comply with the terms of the foregoing documents shall be a default under the lease. All leases shall be in writing. Any Owner who shall lease his Residence shall be responsible for assuring compliance by such Owner's lessee with this Declaration, the Articles, the Bylaws and the Association Rules. No Residence shall be leased for transient or hotel purposes, which shall be defined as rental for any period less than thirty (30) days or any rental whatsoever, if the occupants of the Residence are provided customary hotel services such as room service for food and beverage, maid service, furnishing laundry and linen and bellboy service.

SECTION 17. Construction By Declarant. Nothing in this Declaration shall limit the right of Declarant to alter the Residences, or to construct such additional improvements as Declarant deems advisable prior to completion of improvements upon and sale of the entire Development. Such right shall include but shall not be limited to erecting, constructing and maintaining on the Covered Property such structures and displays as may be reasonably necessary for the conduct of the business of completing the work and disposing of the same by sale, lease or otherwise. This Declaration shall not limit the right of Declarant at any time prior to acquisition of title by a purchaser from Declarant to establish on the Covered Property additional licenses, reservations and rights-of-way to itself, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Development. Declarant reserves the right to alter its construction plans and designs as it deems appropriate. Declarant shall exercise its rights contained in this provision in such a way as not to unreasonably interfere with the Members' rights to use and enjoy the Covered Property.

SECTION 18. Amendments. Subject to the other provisions of this Declaration, including, without limitation, the rights of First Mortgagees pursuant to the Articles hereof entitled "Insurance" and "Rights of Lenders," or otherwise, this Declaration may be amended as follows:

(a) Until such time as there is a Class A membership, this Declaration may be cancelled or amended by Declarant. Any Supplementary Declaration covering all or a portion of the property described in Exhibit B may be cancelled or amended by Declarant until such time as there has been a conveyance of a Residence within the real property described in said Supplementary Declaration.

Thereafter, any amendments shall require the affirmative vote or written assent of not less than sixty-six and two-thirds percent (66-2/3%) of the Applicable Voting Power.

(b) In addition to the foregoing, any amendment or modification of the Articles hereof entitled "Covenant for Maintenance Assessments," "Nonpayment of Assessments," "Architectural Control," "Repair and Maintenance," "Destruction of Improvements" and "Eminent Domain" shall additionally require the prior written approval of not less than seventy-five percent (75%) of the Class A Members.

(c) Any amendment or modification to this Declaration affecting (i) the maintenance obligations of the Association, (ii) the property exempt from Assessments, and (iii) the approval rights of the City, shall require the prior written approval of the City's Planning Director and City Attorney.

(d) An amendment or modification that requires the vote and written assent of the Members as hereinabove provided shall be effective when executed by the President and Secretary of the Association who shall certify that the amendment or modification has been approved as hereinabove provided, and when recorded in the Official Records of Orange County, California.

(e) Notwithstanding the foregoing, any provision of this Declaration, or the Articles, Bylaws or Association Rules which expressly requires the approval of a specified percentage of the voting power of the Association for action to be taken under said provision can be amended only with the affirmative vote or written assent of not less than the same percentage of the Applicable Voting Power.

SECTION 19. Exemption of Public Property. All properties dedicated to and accepted by, or otherwise owned or acquired by a public authority shall be exempt from this Declaration.

SECTION 20. Choice of Law and Conflicts. In case of any conflict between this Declaration and the Articles, Bylaws, or Association rules, this Declaration shall control. The validity, interpretation and performance of this Declaration, the Articles and Bylaws shall be controlled and construed under the laws of the State of California.

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

THE IRVINE COMPANY,
a Michigan corporation, dba
Irvine Pacific Development Company

By [Signature]

By [Signature]

STATE OF CALIFORNIA)
) ss.
COUNTY OF Orange)

On this 20 day of February, in the year 85, before me, the undersigned, a Notary Public in and for said State, personally appeared R. E. OSGOOD and D. J. PEDLEY, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as Vice President and Assistant Secretary, respectively, on behalf of the corporation therein named and acknowledged to me that the corporation executed it.

WITNESS my hand and official seal.

[Signature]
Notary Public in and for said State

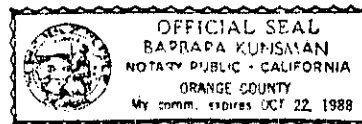


EXHIBIT A

INITIAL COVERED PROPERTY

Lots 1, 2, 3, A and B of Tract No. 12048 as per map filed in Book 535, Pages 42 through 44, inclusive, of Miscellaneous Maps, records of Orange County, California.

EXHIBIT B

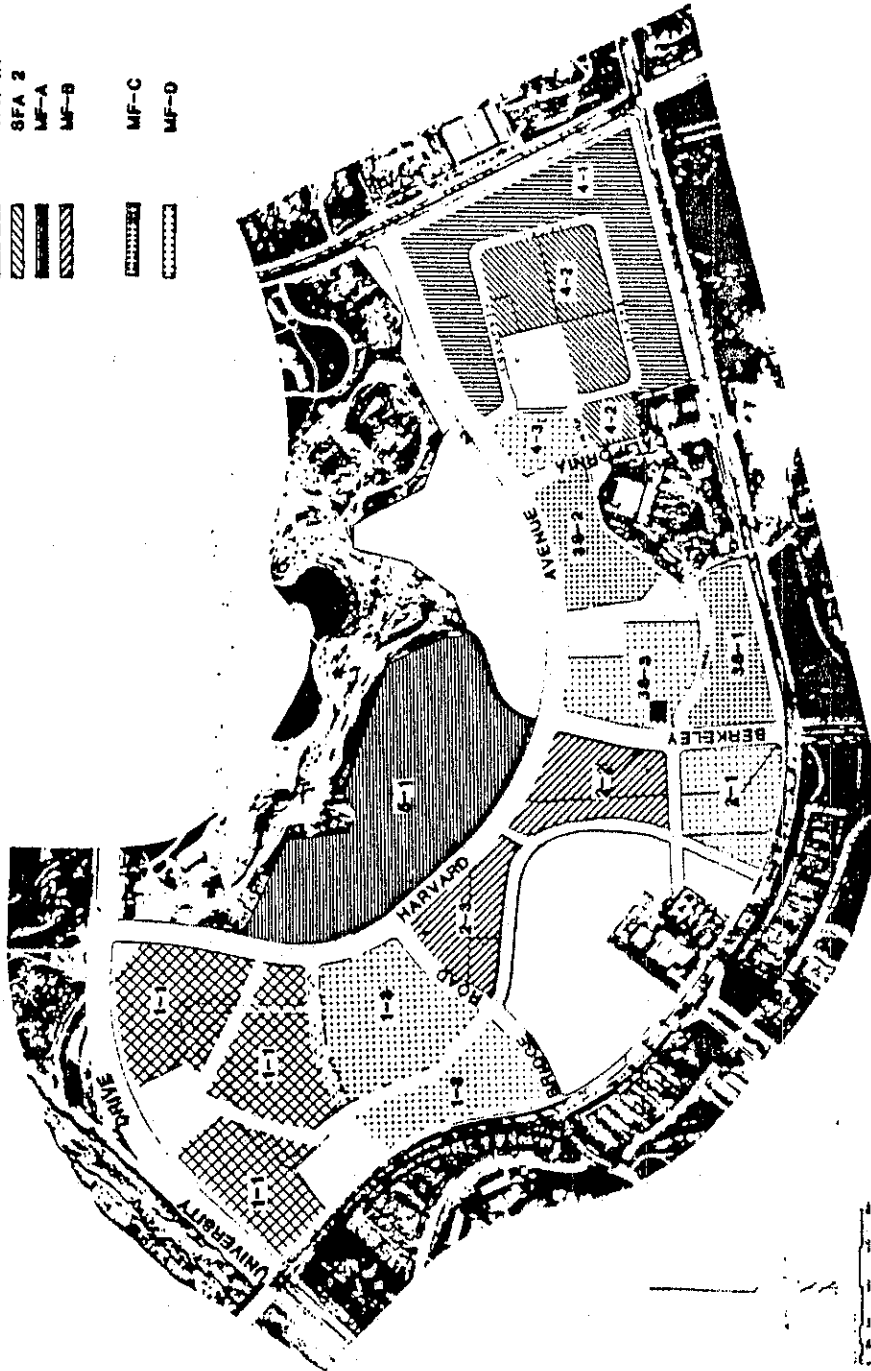
ANNEXATION AREA

Lots 1, 2, and A through C of Tract No. 12046 as per map filed in Book 535, Pages 36 and 37, inclusive, of Miscellaneous Maps, records of Orange County, California.

Lots 1 through 8, and B through I of Tract No. 12047 as per map filed in Book 535, Pages 38 through 41 inclusive, of Miscellaneous Maps, records of Orange County, California.

EXHIBIT 1

LEGEND	PRODUCT	REF#1	D.U.F.	MSI, AG
[Vertical Lines]	SFA 1	4-1	200	18.1
[Horizontal Lines]	SFA 1A	1-1	266	24.8
[Diagonal Lines /]	SFA 2	4-2	174	10.4
[Diagonal Lines \]	MF-A	5-1	500	28.0
[Cross-hatch]	MF-B	2-2	308	12.0
[Dotted]		2-3		.7
[Vertical Lines]	MF-C	38-1	109	5.1
[Horizontal Lines]	MF-D	38-2	180	5.3
[Diagonal Lines /]		1-3	320	18.3
[Diagonal Lines \]		2-1	152	8.8
[Cross-hatch]		4-3	155	2.3
[Dotted]		38-3	112	8.1

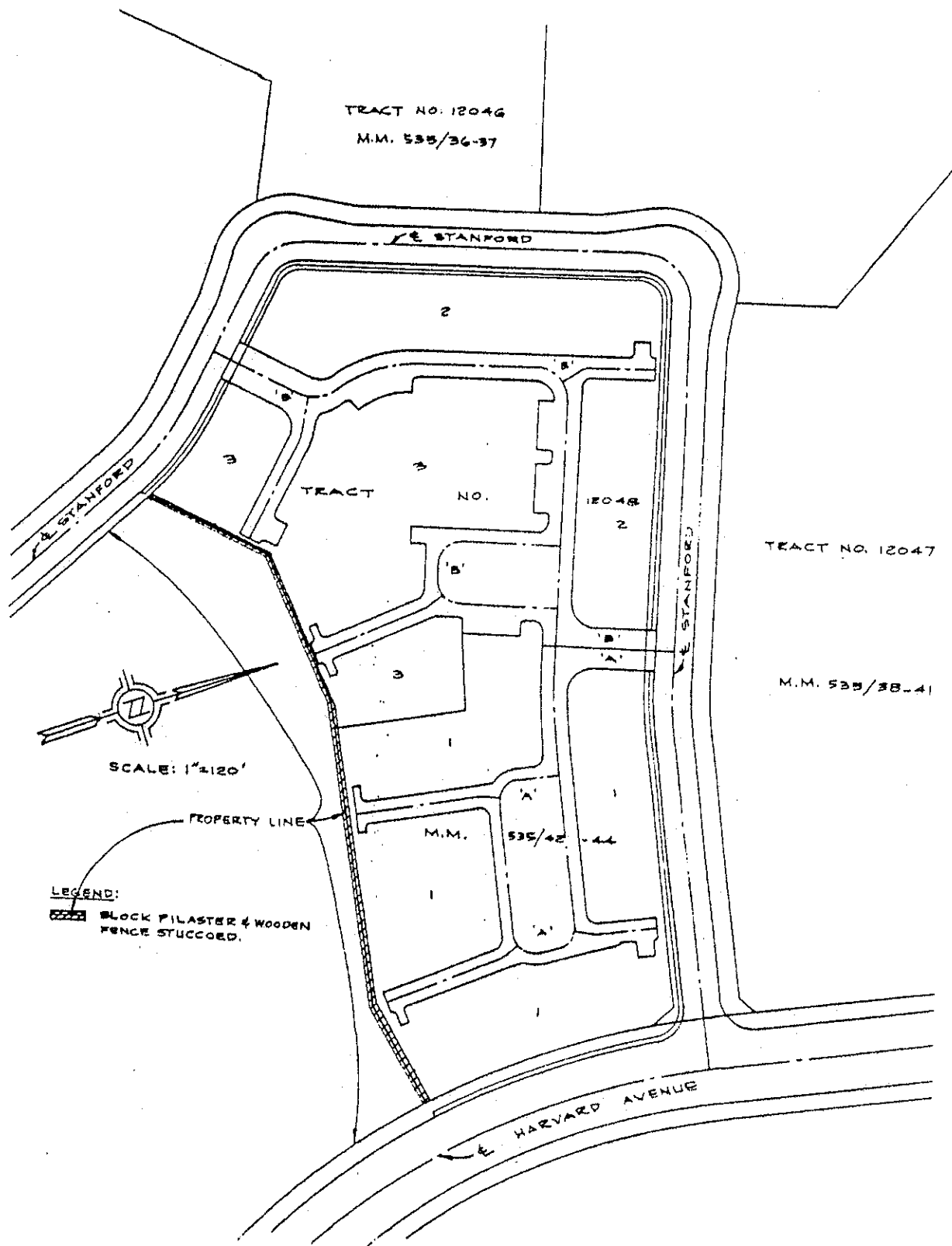


PROJECTS WITHIN DEVELOPMENT

TOWN CENTER
 February 19, 1985
 APRIL 4, 1984
 AUGUST 23, 1983

STANDARD MAPS COMPANY
 4111 University Avenue
 Berkeley, CA 94704

EXHIBIT "C"



TRACT NO. 12046
M.M. 535/36-37

E STANFORD

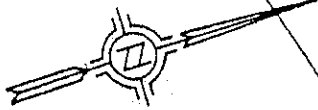
2

E STANFORD

TRACT NO. 12046


TRACT NO. 12047

M.M. 535/38-41



SCALE: 1"=120'

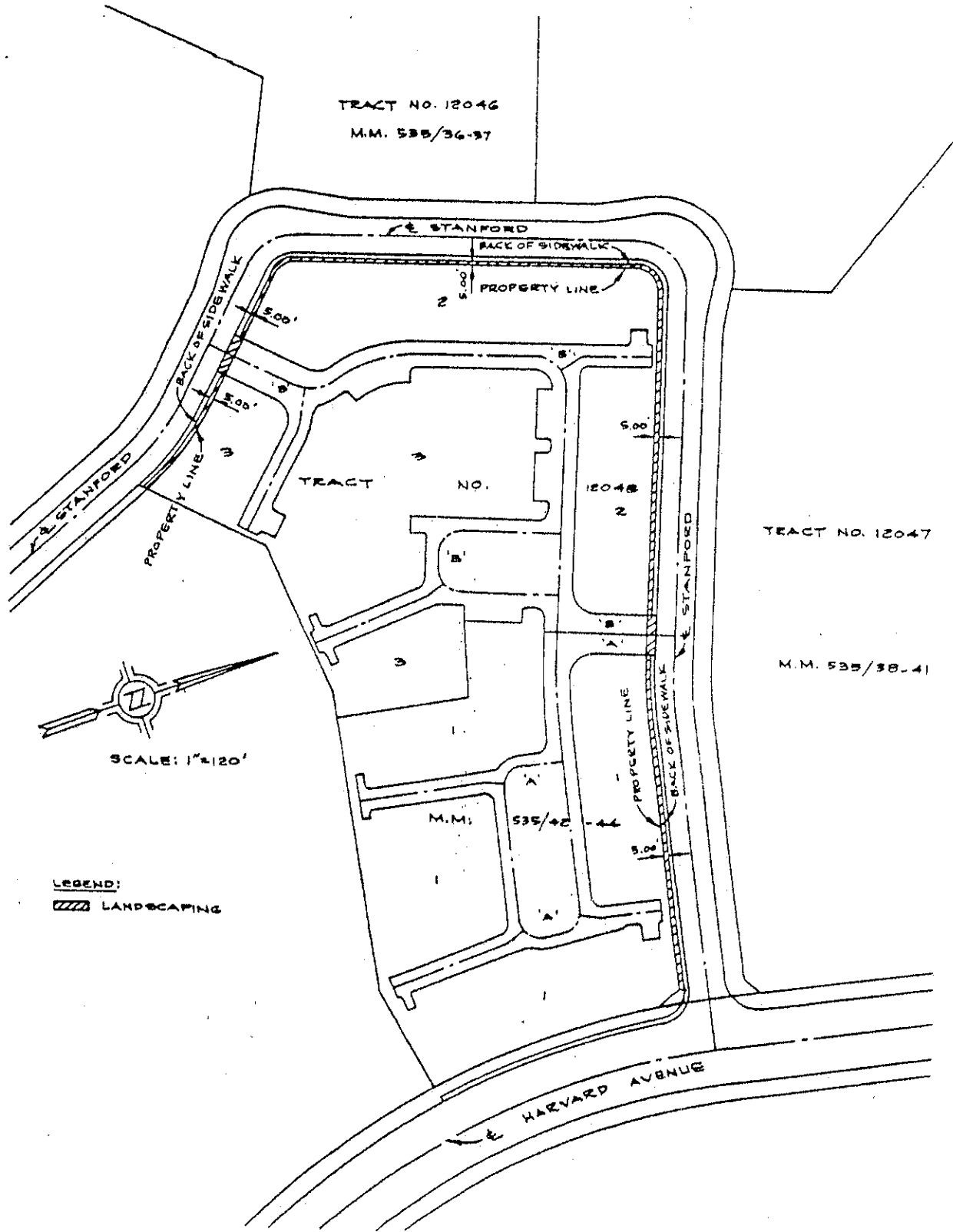
PROPERTY LINE

LEGEND:
 BLOCK PILASTER & WOODEN FENCE STUCCOED.

M.M. 535/42-44

E HARVARD AVENUE

TRACT NO. 12046
M.M. 535/36-37

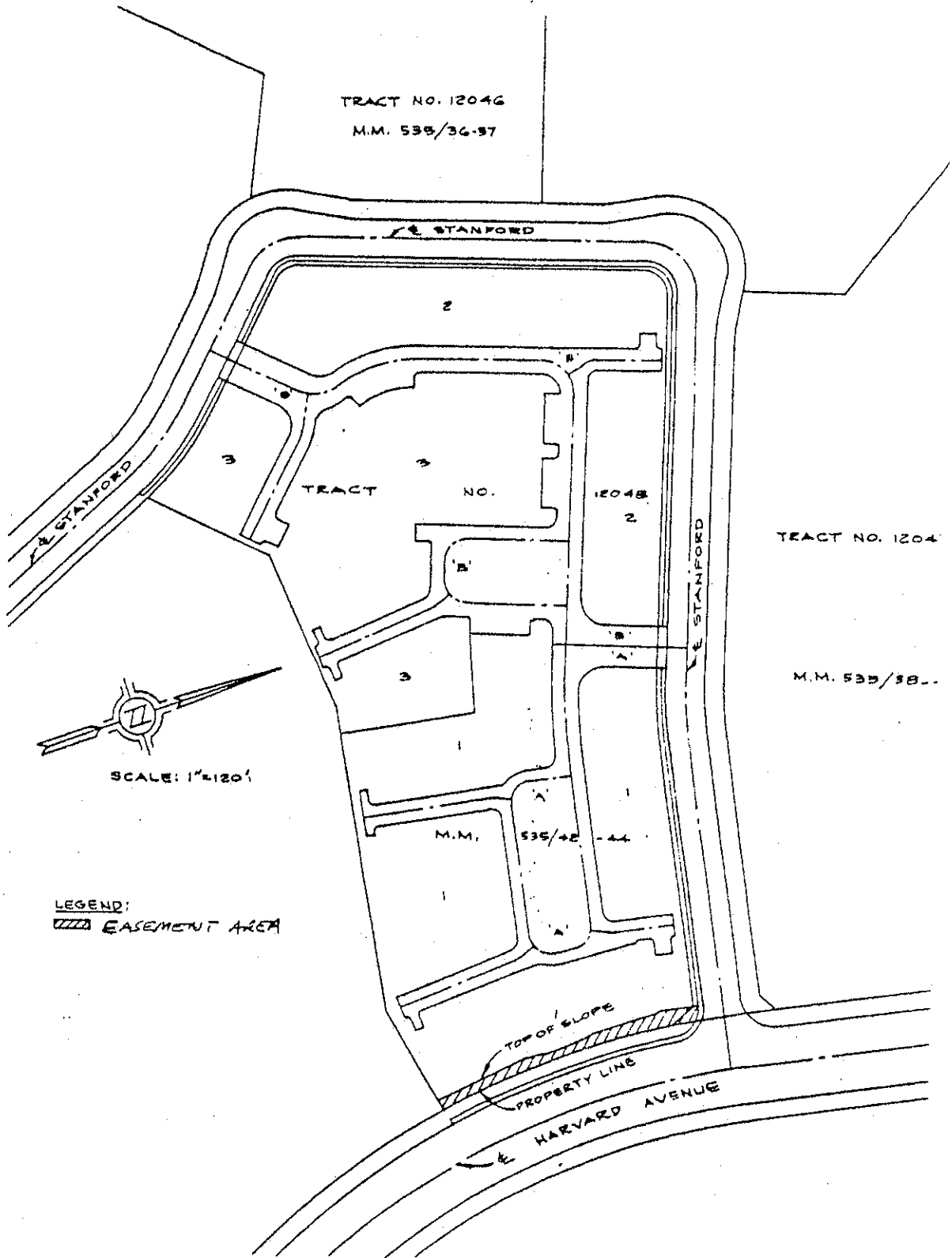


TRACT NO. 12047

M.M. 535/38-41

LEGEND:
LANDSCAPING

TRACT NO. 12046
M.M. 535/36-37



TRACT NO. 1204
M.M. 535/38

LEGEND:
EASEMENT AREA

EXHIBIT "G"