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4/25/85

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AND WHEN RECORDED MAIL TO:

Porter Ranch Development Co.
15366 Goldenwest Street
Westminster, California 92683

Attention: Ms. B. Schilpp

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MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
NORTHRIDGE COUNTRY HOMES

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FOR
NORTHRIDGE COUNTRY HOMES
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- EXHIBITS: A - Description of Initial Property
 B - Description of Annexable Property
 C - Archaeological Site

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MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
NORTHRIDGE COUNTRY HOMES

THIS MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR NORTHRIDGE COUNTRY HOMES is made this 29th day of April, 1985, by Porter Ranch Development Co. ("Declarant"), a joint venture comprised of Shapell Industries, Inc., a corporation, Liberty Building Company, a corporation, and I.N.S. Corporation, a corporation.

Recitals and Certain Definitions

A. Declarant is the owner of the real property ("Initial Property") described in Exhibit "A".

B. Declarant desires to create on the Initial Property and such additional property ("Annexed Property") as may be annexed to the Initial Property pursuant to the Article entitled "Annexation" an interrelated and interdependent residential community consisting of single family, multifamily and other uses.

C. As used in this Master Declaration, the term "Property" shall mean the Initial Property and the Annexed Property.

D. For the purpose of enhancing and protecting the value, desirability and attractiveness of the Property, Declarant has deemed it desirable to establish by this Master Declaration covenants, conditions, restrictions and easements upon the Property which will constitute a general plan for the maintenance, improvement, use and enjoyment of the Property. Additional sub-general plans will be established by other declarations from time to time for specific geographical areas within the Property.

E. For the efficient management of the Property and the preservation of the value, desirability and attractiveness of the Property, it is desirable to create a corporation to which will be delegated the powers of administering and enforcing these covenants, conditions, restrictions and easements.

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F. Northridge Country Community Association, a non-profit mutual benefit corporation, has been incorporated under the laws of the State of California for the purpose of exercising the foregoing powers. Additional corporations will be incorporated for the purpose of exercising similar powers over specific geographical areas within the Property which are covered by sub-general plans.

G. Declarant intends to convey all of the Property subject to the provisions of this Master Declaration.

NOW, THEREFORE, Declarant hereby establishes covenants, conditions, restrictions and easements upon and subject to which all of the Property shall be held and conveyed, which are hereby declared to be for the benefit of all of the Property and each present and each future owner of the Property. These covenants, conditions, restrictions and easements shall run with the Property and shall be binding upon all parties having or acquiring any right, title or interest in the Property and shall inure to the benefit of and bind each present and each future owner of the Property and are imposed upon the Property as a servitude in favor of the Property as the dominant tenement or tenements.

ARTICLE I

Additional Definitions

As used in this Master Declaration, the terms set forth below shall have the following meanings:

Section 1.01. "Architectural Committee" means the committee provided for in the Article entitled "Architectural Control".

Section 1.02. "Assessment" means any or all, as the context in which the term is used shall require, of the assessments defined below:

(a) "Capital Improvement Assessment" means a charge against each Owner and his Lot or Condominium representing a portion of the cost to the Master Association for the installation or construction of any capital improvement on any Master Common Area or Maintenance Area as provided for in this Master Declaration.

(b) "Reconstruction Assessment" means a charge against each Owner and his Lot or Condominium representing a portion of the cost to the Master Association for the reconstruction of any portion of any Master Common Area as provided for in this Master Declaration.

(c) "Regular Assessment" means a charge against each Owner and his Lot or Condominium representing that portion of the Common Expenses attributable to such Owner and his Lot or Condominium as provided for in this Master Declaration.

(d) "Reimbursement Assessment" means a charge against a particular Owner and his Lot or Condominium directly attributable to such Owner, for certain costs incurred by the Master Association as provided for in this Master Declaration.

Section 1.03. "Board" means the Board of Directors of the Master Association.

Section 1.04. "Common Expenses" means the actual and estimated costs of: maintenance, management, operation, repair, reconstruction and replacement of any Master Common Area (unless the cost of such repair, reconstruction or replacement is otherwise provided for in the Article entitled "Destruction") and any Maintenance Area; unpaid Assessments; management and administration of the Master Association, including, but not limited to, compensation paid by the Master Association to managers, accountants, attorneys and employees; utilities, trash pick-up and disposal, gardening and other services which benefit the Master Common Area and any Maintenance Area; insurance obtained pursuant to this Master Declaration; adequate reserves as appropriate, including any expressly required by this Master Declaration; bonding of the members of the Board; taxes paid by the Master Association; amounts paid by the Master Association for the discharge of any lien or encumbrance levied against any Master Common Area; amounts paid or incurred by the Master Association in collecting Assessments, including amounts expended to purchase a Lot or Condominium in connection with the foreclosure of an Assessment lien against such Lot or Condominium; and other expenses incurred by the Master Association for any reason in connection with any Master Common Area, any Maintenance Area, this Master Declaration, any Supplementary Declaration, the Master Articles, the Master Bylaws, the furtherance of the purposes of the Master Association or the discharge of any obligations imposed on the Master Association or the Board by this Master Declaration, any Supplementary Declaration, the Master Articles or Master Bylaws.

Section 1.05. "Condominium" means an estate in real property in a Project (as to that Project only) consisting of a fractional undivided fee interest in common with the other Owners in the Project in the Condominium Common Area of such Project, together with a separate fee interest in a Unit.

Section 1.06. "Condominium Common Area" means the entirety of each Project except the Units in each such Project.

Section 1.07. "County" means the County of Los Angeles, California.

Section 1.08. "Declarant" includes such of the Declarant's successors as shall acquire the Declarant's entire fee interest in the Property as of the date of acquisition. Persons or entities who acquire less than all of such fee interest (including, without limitation, those acquiring less than all of the Lots and Condominiums owned by the Declarant for purposes of development or residential use) shall not be successors of the Declarant for purposes of this Master Declaration, but rather shall be Owners. However, nothing in this Section shall be deemed to preclude the Declarant from assigning or delegating any of its rights or duties to anyone as provided in this Master Declaration.

Section 1.09. "Delegate" means the President of a Sub-Association, a person selected by the Board of Directors of such Sub-Association, a person selected by the Board to represent and exercise the voting power of the Members within the Delegate District over which the Sub-Association has jurisdiction, or a

person selected by the Owners within a Delegate District not subject to the jurisdiction of a Sub-Association, as further provided in this Master Declaration and in the Master Bylaws.

Section 1.10. "Delegate District" means each geographical area located within the Property which is under the jurisdiction of a Sub-Association pursuant to a recorded Sub-Declaration, or any geographic area designated as a Delegate District in this Declaration or in any Supplementary Declaration.

Section 1.11. "DRE" means the California Department of Real Estate.

Section 1.12. "Dwelling" means the residential dwelling unit, garage and other structures located on the same Lot.

Section 1.13. "Family" means one or more persons related to each other by blood, marriage or legal adoption, or a reasonable number of persons not so related who constitute a bonafide single housekeeping unit, together with his or their domestic servants.

Section 1.14. "First Mortgagee" means the Mortgagee of a Mortgage which Mortgage has priority over any other Mortgage encumbering a specific Lot or Condominium.

Section 1.15. "Lot" means any numbered or lettered plot of land shown upon any recorded subdivision map covering any portion of the Property with the exception of Projects, Master Common Area and any property owned by a Sub-Association for the common use and enjoyment of the owners under the jurisdiction of the Sub-Association.

Section 1.16. "Maintenance Area" means any area within or outside of the Property which is not Master Common Area, but which the Master Association is required to maintain by this Master Declaration or any Supplementary Declaration or by contract between the Master Association and the Declarant or any governmental authority.

Section 1.17. "Master Articles" means the Articles of Incorporation of the Master Association.

Section 1.18. "Master Association" means Northridge Country Community Association, a nonprofit mutual benefit corporation, incorporated under the laws of the State of California and its successors and assigns.

Section 1.19. "Master Association Rules" means the rules adopted by the Master Association pursuant to the Article entitled "Duties and Powers of the Master Association."

Section 1.20. "Master Bylaws" means the Bylaws of the Master Association.

Section 1.21. "Master Common Area" means Lots 77 and 80, and Parcels C, F, G, H, I, K and L as shown on map Map recorded in Book 1048, Pages 78 to 85, inclusive, of Maps, and Parcels B, E and G, as shown on a Map recorded in Book 1048, Pages 86 to 91, inclusive, of Maps, Records of the County, and any other property, facilities and improvements, including Annexed Property, owned by the Master Association or over which the Master Association holds an easement for the common use and enjoyment of the Owners within the Property.

Section 1.22. "Master Declaration" means this Master Declaration of Covenants, Conditions and Restrictions as the same may be amended or supplemented from time to time.

Section 1.23. "Member" means every person or entity who holds membership in the Master Association as provided in the Section entitled "Membership".

Section 1.24. "Mortgage" means any recorded mortgage or deed of trust which encumbers a Lot or Condominium.

Section 1.25. "Mortgagee" means a mortgagee (including a First Mortgagee) under a Mortgage and includes the beneficiary under a deed of trust.

Section 1.26. "Owner" means one or more persons or entities who are the record owner, including the Declarant and the record vendee of a Lot or Condominium under an installment sales contract, of the fee title to any Lot or Condominium, but shall not mean those having such interest merely as security for the performance of an obligation.

Section 1.27. "Project" means any portion of the Property, including all structures, annexed to the Initial Property in accordance with the Article entitled "Annexation", which is divided or which is to be divided into Condominiums.

Section 1.28. "Sub-Association" means any nonprofit mutual benefit California corporation or unincorporated association referred to in any Sub-Declaration.

Section 1.29. "Sub-Declaration" means any Declaration of Covenants, Conditions and Restrictions, as amended and supplemented, covering a specific geographical area within the Property which is recorded by the Declarant or with the Declarant's written consent in the Official Records of the County after this Master Declaration is recorded.

Section 1.30. "Supplementary Declaration" means any Supplementary Declaration of Covenants, Conditions and Restrictions or other similar instrument covering property to be annexed to the Initial Property as provided in the Article entitled "Annexation".

Section 1.31. "Unit" means the elements of a Condominium which are not owned in common with the Owners of other Condominiums in a Project.

ARTICLE II

Annexation

Section 2.01. Annexation Procedures. Additional real property may be annexed to the Initial Property pursuant to the following procedures:

(a) Annexation by Declarant. If the Declarant develops, or causes to be developed, additional real property within the area described in Exhibit "B", the Declarant shall have the right from time to time to annex such property, including any improved or unimproved Master Common Area, to the Initial

Property without the approval of the Master Association, the Board or the Members; provided that said right shall terminate on the third anniversary of the date of original issuance by the DRE of the most recently-issued final subdivision public report for any phase of the Property.

(b) Other Annexations. Additional real property may also be annexed to the Initial Property by the Declarant or the owner of such Property upon the approval by vote of Delegates representing not less than two-thirds of the voting power of the Master Association residing in Members other than Declarant.

(c) Conveyance of Master Common Area Within Annexed Property. Prior to the conveyance of any Lot or Condominium within any Annexed Property to the purchaser of such Lot or Condominium, any Master Common Area within the Annexed Property shall be conveyed in fee or by easement to the Master Association, free and clear of any and all encumbrances and liens, except current real property taxes, which taxes shall be prorated to the date of transfer, and reservations, easements, rights, rights of way, offers of dedication, covenants, conditions and restrictions then of record, including those set forth in this Master Declaration.

(d) Supplementary Declaration. The annexations authorized under this Section shall be made by filing of record a Supplementary Declaration covering the property to be annexed which shall be executed by the Declarant or the owner of such property. The filing of record of the Supplementary Declaration shall constitute and effectuate the annexation of the Annexed Property. Upon such annexation, the Annexed Property shall become a part of the Property, become subject to and encompassed within the general plan of this Master Declaration and become subject to assessment by the Master Association and to the functions, powers and jurisdiction of the Master Association. In such event, the Owners in the Annexed Property shall automatically become Members of the Master Association. No such annexation shall in any way modify or charge the Owner of a Condominium's undivided interest in the Condominium Common Area of the Project within which his Unit is located. The Supplementary Declaration may contain such additions and modifications to the provisions of this Master Declaration as may be necessary to reflect the different character, if any, of the Annexed Property or as the Declarant may deem appropriate in the development of the Annexed Property and as are not inconsistent with the general plan of this Master Declaration. In no event, however, shall the Supplementary Declaration change the covenants, conditions, restrictions or easements established by this Master Declaration as they pertain to the Initial Property.

ARTICLE III

Membership and Voting Rights

Section 3.01. Membership. Every person or entity who is a record owner of a fee interest in any Lot or Condominium which is subject by this Master Declaration to assessment by the Master Association shall be a Member. Any person or entity having any such interest merely as security for the performance of an obligation shall not be a Member. Membership in the Master Association and the right to vote shall be appurtenant to, and

may not be separated from, the fee ownership of any Lot or Condominium which is subject to assessment by the Master Association. Ownership of such Lot or Condominium shall be the sole qualification for membership in the Master Association.

Section 3.02. Transfer. The membership held by any Owner of a Lot or Condominium shall not be transferred, pledged or alienated in any way except upon the sale of such Lot or Condominium and then only to the purchaser of the Lot or Condominium. Any attempt to make a prohibited transfer will be void and will not be reflected upon the books or records of the Master Association. In the event any Owner shall fail or refuse to transfer the membership registered in his name to the purchaser of his Lot or Condominium, the Master Association shall have the right to record the transfer upon the books and records of the Master Association.

Section 3.03. Voting Rights. The Master Association shall have two classes of voting membership as follows:

(a) Class A. Class A Members shall be all those Owners entitled to membership, with the exception of the Declarant. Class A Members shall be entitled to one vote for each Lot or Condominium in which they hold the interest required for membership. When more than one person holds such interest in any Lot or Condominium, all such persons shall be Members and the vote for such Lot or Condominium shall be exercised as they determine among themselves, but in no event shall more than one vote be cast with respect to any such Lot or Condominium. Any votes cast with regard to any such Lot or Condominium in violation of this provision shall be null and void.

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

(i) When the total votes outstanding in the Class A membership equal nine hundred seventy five (975);

(ii) On the second anniversary of the date of original issuance by the DRE of the most-recently-issued final subdivision public report for any phase of the Property; or

(iii) On the 10th anniversary of the date of the original issuance by the DRE of a final subdivision public report for the first phase of the Property.

(c) Vesting of and Restrictions on Voting Rights. An Owner's right to vote shall vest immediately upon, and not before, the date Regular Assessments are levied by the Master Association against such Owner's Lot or Condominium as provided in this Master Declaration. The voting rights of both classes of membership shall be subject to the restrictions and limitations provided in this Master Declaration and in the Master Articles and Master Bylaws.

(d) Declarant's Vote. Except for the provisions of the Sections entitled "Enforcement of Bonded Obligations" and "Amendment", any provision in this Master Declaration, the Master Articles or Master Bylaws which requires the vote of Delegates representing a prescribed percentage of the voting power of the Master Association, other than the Declarant, for action to be taken by the Master Association shall require (i) the approval of Delegates representing the prescribed percentage of the Class A membership and the approval of Delegates representing a majority of the Class B membership during the time that there are two outstanding classes of membership and (ii) the approval of Delegates representing a majority of the voting power of the Master Association and the approval of Delegates representing the prescribed percentage of the voting power of the Master Association, other than the Declarant, after there has been a conversion of the Class B membership to the Class A membership.

Section 3.04. Election and Removal of Delegates.

There shall be one Delegate for each Delegate District who shall be either the President of the Sub-Association which has jurisdiction over the Delegate District, or, where the Delegate District is not subject to the jurisdiction of a Sub-Association, the person elected by the Owners within such Delegate District. If the President is unable or unwilling to act as the Delegate for his Delegate District, the Board of Directors of his Sub-Association ("Sub-Board") shall elect the Delegate. If the Sub-Board fails to elect the Delegate, the Board shall elect the Delegate. If the Owners within a Delegate District not subject to the jurisdiction of a Sub-Association fail to elect a Delegate, the Board shall elect the Delegate. The term of office of a Delegate who is the President of a Sub-Association shall immediately terminate upon the termination of his presidency. The term of office of a Delegate elected by the Owners within a Delegate District not subject to the jurisdiction of a Sub-Association shall terminate upon his resignation, or upon his removal, with or without cause, by the Owners within the Delegate District. The term of office of a Delegate who is elected by the Sub-Board shall immediately terminate when the President of the Sub-Association gives written notice ("President's Notice") to the Sub-Board and the Board that he is able and willing to serve as the Delegate. The term of office of a Delegate who is elected by the Board shall immediately terminate when the President of the Sub-Association gives the President's Notice, when the Sub-Board elects a Delegate or when the Owners within a Delegate District not subject to the jurisdiction of a Sub-Association elect a Delegate. Any Delegate may be removed with or without cause by the Board of Directors which elected him. Only Members of the Master Association shall be eligible to serve as Delegates. Upon termination of any Delegate's membership in the Master Association, such Delegate's term of office shall immediately terminate.

Section 3.05. Delegate Voting.

Each Delegate shall be entitled to cast one vote for each Lot or Condominium which is subject to this Master Declaration and located in the Delegate District represented by such Delegate. The Delegate shall be entitled to cast the vote representing each Lot or Condominium in his Delegate District only during such periods as the Owner of such Lot or Condominium may vote.

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Section 3.06. Designation of Delegate District. That portion of the Initial Property described as Lots 39 through 63 of Tract 41627, as shown on a Map recorded in Book 1048, Pages 78 through 85, inclusive, of Maps, Records of the County, is hereby designated as a Delegate District.

Section 3.07. Special Meetings of Certain Owners.

(a) The provisions of this Section 3.07 shall only be applicable to Delegate Districts which are not subject to the jurisdiction of a Sub-Association.

(b) As soon as practicable after the conveyance of the first Lot or Condominium within a Delegate District which is not subject to the jurisdiction of a Sub-Association, and thereafter as the Board deems necessary, the Board shall call a special meeting of the Owners within such Delegate District at which such Owners shall consider and vote upon candidates for Delegate to represent such Delegate District. There shall be no required quorum for the special meetings. The candidate for Delegate receiving the highest number of votes shall be elected Delegate to represent the Delegate District. When more than one person or entity is an Owner, the vote of such Owner shall be exercised as they determine among themselves, but in no event shall more than one vote be cast by such Owner. Any votes cast in violation of this provision shall be null and void.

(b) All special meetings of Owners shall be held within the Delegate District, or at such other meeting place as close thereto as possible designated by the Board; provided, however, unless unusual conditions exist, special meetings of Owners shall not be held outside of the County.

(c) Written notice of special meetings of the Owners within a Delegate District not subject to the jurisdiction of a Sub-Association shall be given to each Owner by or at the direction of the Board by either: (i) personal delivery or (ii) mailing a copy of the notice to the address of such Owner appearing on the books of the Master Association or supplied by such Owner to the Master Association for the purpose of notice. Such notice shall specify the place, date and hour of the meeting.

At least ten days' notice and not more than ninety days' notice of any such special meeting of the Owners within a Delegate District shall be provided; provided that if notice is given by mail and not mailed by first class, registered or certified mail, notice shall be given no less than twenty days before the meeting. If the Owner supplies no address, notice shall be deemed to have been given him if: (i) posted in at least one prominent place within any Master Common Area located within the Delegate District or (ii) published at least once in some newspaper of general circulation in the County.

An affidavit of the mailing or other means of giving any notice of any special meeting of Owners in a Delegate District shall be executed by the Secretary or Assistant Secretary of the Master Association, shall be filed and maintained in the minute book of the Master Association and shall be prima facie evidence of the giving of the notice.

(d) A special meeting of Owners in a Delegate District may be adjourned from time to time by the vote of a majority of the Owners within the Delegate District present in person or by proxy and entitled to vote thereat.

(e) Every Owner entitled to vote at a special meeting of Owners within a Delegate District shall have the right to do so either in person or by agent or agents authorized by a written proxy executed by such Owner and filed with the Secretary of the Master Association. A validly executed proxy which does not state that it is irrevocable shall continue in full force and effect unless: (i) revoked by the Owner executing it, prior to the vote pursuant thereto, by a writing delivered to the Master Association stating that the proxy is revoked or by a subsequent proxy executed by, or attendance at the meeting of Owners in a Delegate District and voting in person by, the Owner executing the proxy; or (ii) written notice of the death or incapacity of the maker of the proxy is received by the Master Association before the vote pursuant thereto is counted; or (iii) the Owner executing the proxy conveys his Lot or Condominium, in which event such proxy shall automatically terminate upon such conveyance; provided, however, that no such proxy shall be valid after the expiration of eleven months from the date of the proxy, unless otherwise provided in the proxy, except that the maximum term of any proxy shall not exceed three years from the date of execution. A proxy that states on its face that it is irrevocable shall nonetheless automatically terminate when the Owner who executed such proxy conveys his Lot or Condominium.

(f) For purposes of determining the Owners entitled to notice of any special meeting of Owners within a Delegate District or the Owners entitled to vote thereat, the Board may fix in advance a record date, which record date shall not be more than forty days nor less than ten days prior to the date of such special meeting, and only Owners of record on the date so fixed shall be entitled to notice and to vote or to cast written ballots, notwithstanding any transfer of ownership on the books of the Master Association after the record date.

If the Board does not so fix a record date:

(i) The record date for determining Owners entitled to notice of or to vote at a special meeting of Owners within a Delegate District shall be at the close of business on the business day next preceding the day on which notice is given or, if notice is waived, at the close of business on the business day next preceding the day on which such special meeting is held.

(ii) The record date for determining the Owners entitled to cast written ballots shall be the day on which the first written ballot is mailed or solicited.

ARTICLE IV

Master Common Area Rights and Limitations

Section 4.01. Conveyance of Master Common Area Within Initial Property. At any time prior to the conveyance of the first Lot in the Initial Property, the Declarant shall convey to the Master Association fee title to or an easement over any Master Common Area within the Initial Property, free and clear of

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all liens and encumbrances, except current real property taxes, which taxes shall be prorated to the date of transfer, and reservations, easements, rights, rights of way, covenants, conditions and restrictions then of record, including those set forth in this Master Declaration.

Section 4.02. Members' Easements of Enjoyment. Every Member shall have a right and easement of access, use and enjoyment in and to any Master Common Area and such easement shall be appurtenant to and shall pass with the title to every Lot and Condominium subject to assessment, subject to the following:

(a) The right of the Master Association, in accordance with the Master Articles and Master Bylaws, to borrow money for the purpose of improving any Master Common Area and in connection with any such borrowing, to deed in trust said Master Common Area; provided, however, that the rights of any beneficiary under such deed of trust shall be subordinate to the rights of the Members.

(b) The right of the Master Association to take such steps as are reasonably necessary to protect any Master Common Area against foreclosure.

(c) The right of the Master Association, as provided in its Master Bylaws, to suspend the right of a Member to use recreational or social facilities within any Master Common Area for any period during which any Assessment against his Lot or Condominium remains unpaid and delinquent, and for a period not to exceed thirty days for any infraction of the Master Association Rules.

(d) The right of the Master Association to dedicate or transfer all or any part of any Master Common Area to any public agency, authority or utility or any other entity or person for such purposes and subject to such conditions as may be agreed to by the Members; provided, that no such dedication or transfer shall be effective unless approved by the vote of Delegates representing not less than two-thirds of the voting power of the Master Association and an instrument in writing is recorded and signed by the Secretary of the Master Association certifying that such dedication or transfer has been approved by the required vote; provided further, that the granting of easements or other transfers for public utilities or for other public purposes consistent with the intended use of the Master Common Area shall not require such prior approval.

(e) The right of the Master Association to establish and enforce reasonable rules and regulations pertaining to the use and enjoyment of any Master Common Area, including, without limitation, parking on any Master Common Area.

(f) The right of the Master Association to limit the number of guests of Members and to limit the use of any Master Common Area by persons not in possession of a Lot or Condominium, but owning a portion of the interest in a Lot or Condominium required for membership.

(g) The right of the Master Association to charge reasonable admission and other fees for the use of any facility situated upon any Master Common Area.

(h) The right of the Master Association to perform its duties and exercise its powers under the Article entitled "Duties and Powers of the Master Association".

(i) Any limitations, restrictions or conditions affecting the use, enjoyment or maintenance of any Master Common Area imposed by the Declarant, any governmental authority or any utility company, whether by agreement with the Master Association, the Declarant or otherwise.

(j) Such other rights of the Master Association, the Board, the Owners and the Declarant with respect to any Master Common Area as may be provided for in this Master Declaration.

Section 4.03. Delegation of Use. Any Member may delegate, in accordance with the Master Bylaws, his right of use and enjoyment to any Master Common Area to the members of his Family, his tenants and contract purchasers who reside on his Lot or in his Unit. Neither the Member nor his Family may exercise the right during any period in which the right is delegated to tenants or contract purchasers.

Section 4.04. Damage to Master Common Area and Maintenance Area. Each Member shall reimburse the Master Association for the costs of correcting any damage to any Master Common Area or any Maintenance Area or to any of the furniture, furnishings, equipment or improvements on such areas which may be sustained by reason of the negligence or wilful misconduct of said Member or of his Family, relatives, tenants, contract purchasers, guests or invitees, both minor and adult. In the event such costs are not reimbursed to the Master Association by any such Member within thirty days after the Master Association has furnished a statement for such costs, the Board shall have the right to levy a Reimbursement Assessment against the Member to cover the costs.

ARTICLE V

Assessments

Section 5.01. Creation of the Lien and Personal Obligation of Assessments. The Declarant for each Lot and Condominium owned by it within the Property hereby covenants, and each Owner of any Lot or Condominium within the Property by acceptance of a deed or other conveyance for such Lot or Condominium, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant to pay to the Master Association: (a) Regular Assessments, (b) Reimbursement Assessments, (c) Capital Improvement Assessments and (d) Reconstruction Assessments, such Assessments to be levied and collected from time to time as provided in this Article. The Assessments, together with interest and costs of collection as provided in the Article entitled "Non-Payment of Assessments", shall be a continuing lien upon the Lot or Condominium against which each such Assessment is made. Each such Assessment, together with such interest and costs, shall also be the personal obligation of the person or entity who was the Owner of such Lot or Condominium at the time when the Assessment fell due and shall bind his heirs, devisees, personal representatives, successors and assigns; provided, however, the personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 5.02. Purpose of Assessments. The Regular Assessments levied by the Master Association shall be collected, accumulated and used exclusively for the purpose of providing for and promoting the pleasure, recreation, health, safety and social welfare of the Members, including the enhancement of the value, desirability and attractiveness of the Property, the improvement and maintenance of any Master Common Area and Maintenance Area and the discharge of any obligations or duties imposed on the Master Association or the Board by this Master Declaration, the Master Articles or Master Bylaws. Reimbursement, Capital Improvement and Reconstruction Assessments shall be used exclusively for the purposes for which such Assessments were levied as provided in this Master Declaration.

Section 5.03. Regular Assessments.

(a) Amount and Time of Payment. Regular Assessments shall be levied on a calendar or fiscal year basis ("Assessment Period") as determined by the Board. The amount of said Assessments shall be determined by the Board after giving due consideration to the Common Expenses. Each Owner shall pay his Regular Assessment to the Master Association in regular installments as established by the Board; provided, however, that such installments shall be paid on a monthly basis until such time as the Board determines otherwise.

(b) Date of Commencement of Regular Assessments. Regular Assessments shall commence as to all Lots in the Initial Property on the first day of the month following the conveyance of the first Lot within the Initial Property to an Owner who acquires such Lot for residential uses. Regular Assessments for Lots and Condominiums annexed to the Initial Property shall commence with respect to all Lots or Condominiums within the Annexed Property on the first day of the month following the conveyance of the first Lot or Condominium within the Annexed Property to an Owner.

(c) Assessment Procedures. At least sixty days in advance of each Assessment Period, the Board shall estimate the total Common Expenses to be incurred by the Master Association for such Assessment Period and shall at that time determine and fix the amount of the Regular Assessment to be levied against each Lot and Condominium subject to assessment for such Assessment Period, which amount shall include an adequate reserve fund for the maintenance, repairs and replacement of any Master Common Area that must be replaced on a periodic basis. Written notice of such Regular Assessment shall be sent to every Owner subject to assessment at least sixty days in advance of each Assessment Period.

(d) Increases, Decreases and Limitations. In the event the Board determines at any time that the Regular Assessments levied for a current Assessment Period are or will become inadequate to meet all Common Expenses for any reason, it shall immediately determine the approximate amount of such inadequacy, issue a supplemental estimate of the total Common Expenses, increase the amount of Regular Assessments against each Owner and fix the date or dates when due; provided, however, no Regular Assessment for any Assessment Period shall be in an amount which is more than twenty percent greater than the Regular Assessment for the immediately preceding Assessment Period without the approval by vote of Delegates representing a majority of the voting

power of the Master Association residing in Members other than the Declarant. In the event the amount budgeted to meet Common Expenses for an Assessment Period proves to be excessive in light of the actual Common Expenses, the Board, in its discretion, may reduce the amount of the Regular Assessments.

Section 5.04. Capital Improvement Assessments. The Board may levy Capital Improvement Assessments for any Assessment Period, applicable to that Assessment Period only, for the purpose of defraying in whole or in part the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon any Master Common Area, to the extent the same is not covered by Reconstruction Assessments, or any unexpected improvement to or maintenance of any Maintenance Area, including necessary fixtures and personal property; provided that any such Capital Improvement Assessments which in the aggregate exceed five percent of the budgeted Common Expenses for such Assessment Period shall have the approval by vote of Delegates representing a majority of the voting power of the Master Association residing in Members other than the Declarant. Capital Improvement Assessments shall be due and payable at the times fixed by the Board.

Section 5.05. Reimbursement Assessments. Reimbursement Assessments may be levied by the Board from time to time (a) against Lots and Condominiums with respect to which particular costs or expenses have been incurred by the Master Association for materials or services furnished at the request or with the consent of the Owner of any such Lot or Condominium or (b) in accordance with the provisions of this Master Declaration (including without limitation, the Section entitled "Enforcement"). Reimbursement Assessments shall be due and payable at the times fixed by the Board.

Section 5.06. Certificate of Payment. Upon demand, the Master Association shall furnish to any Owner liable for Assessments a certificate in writing signed by an officer or authorized agent of the Master Association setting forth whether said Assessments have been paid. Such certificate shall be conclusive evidence of payment of any Assessments stated to have been paid. A reasonable charge may be made by the Board for the issuance of any such certificate.

Section 5.07. Assessment of Lots and Condominiums Owned by Declarant. Without exception, each Lot and Condominium owned by the Declarant shall be subject to assessment to the same extent and in the same manner as any other Lot or Condominium owned by any Owner.

Section 5.08. Nonuse and Abandonment. No Owner may waive or escape personal liability for Assessments or release the Lot or Condominium owned by him from the Assessment liens by nonuse of any Master Common Area or abandonment of his Lot or Condominium.

Section 5.09. Uniform Rate of Assessment. Unless otherwise provided in a Supplementary Declaration as to the Lots or Condominiums within the Annexed Property covered by the Supplementary Declaration, all Regular, Capital Improvement and Reconstruction Assessments shall be fixed at a uniform rate for all Lots and Condominiums.

Section 5.10. Exempt Property. The following property shall be exempt from the Assessments and liens created in this Master Declaration: (a) all properties dedicated to and accepted by a public authority; (b) all Master Common Area; and (c) all properties exempted from taxation by the laws of the State of California, upon the terms and to the extent of such legal exemption. Notwithstanding any provision in this Section, no real property or improvements devoted to residential dwelling use shall be exempt from said Assessments or liens.

Section 5.11. Offsets. All Assessments shall be payable in the amount specified in the Assessment. No offsets against such amount shall be permitted for any reason, including without limitation, a claim that the Master Association is not properly exercising its duties of maintenance or enforcement.

Section 5.12. Reserves. That portion of Regular Assessments which are collected as Common Expense reserves shall be deposited by the Board in a separate bank account to be held in trust for the purposes for which they are collected and are to be segregated from and not commingled with any other Master Association funds. Such reserves shall be deemed a contribution to the capital account of the Master Association by the Members.

ARTICLE VI

Non-Payment of Assessments

Section 6.01. Delinquency and Remedies of Master Association. If any Assessment is not paid on the date when due, such Assessment shall become delinquent on that date. If the Assessment is not paid within thirty days after the delinquency date, a reasonable late charge may be levied by the Board and the Assessment shall bear interest from the date of delinquency at a rate set by the Board, which rate shall not exceed the maximum permitted by law. In addition to all other legal and equitable rights or remedies which it may have, the Master Association may, at its option, bring an action at law against the Owner personally obligated to pay such Assessment, and/or upon compliance with the notice provisions set forth in Section 6.02, bring an action to foreclose the lien against the Lot or Condominium and, in either such event, there shall be added to the amount of such Assessment, interest, the late charge and all costs and expenses, including reasonable attorneys' fees, incurred by the Master Association in collecting the delinquent Assessment. Each Owner vests in the Master Association and its assigns the right and power to bring all actions at law or lien foreclosure against such Owner or other Owners for purposes of collecting delinquent Assessments. In lieu of judicially foreclosing the lien, the Master Association, at its option, may foreclose such lien by proceeding under the power of sale set forth in Section 6.03, such power of sale being given to the Master Association as to each and every Lot and Condominium for the purpose of collecting delinquent Assessments.

Section 6.02. Notice of Assessment and Notice of Delinquent Assessment. No action shall be brought to foreclose the lien, or to proceed under the power of sale, sooner than thirty days after the date that a notice of assessment in the case of a Condominium and a notice of delinquent assessment in the case of a Lot (or such other document or instrument as may

then be permitted or required by law) executed by a duly authorized representative of the Master Association is recorded with the County Recorder. The notice shall set forth the amount claimed to be delinquent (which may include the late charge, interest and costs of collection), a legal description of the Lot or Condominium being assessed, the name of the record Owner or reputed Owner of such Lot or Condominium and the name and address of the Master Association as claimant. A copy of the notice shall be deposited in the United States mail, certified or registered and postage prepaid, to the Owner of the Lot or Condominium.

Section 6.03. Foreclosure Sale. Any sale under the power of sale shall be conducted in accordance with the provisions of Sections 2924, 2924b and 2924c of the Civil Code of the State of California applicable to the exercise of powers of sale in deeds of trust or in any other manner permitted or provided by law. The Master Association, through its duly authorized agents, shall have the power to bid on the Lot or Condominium at foreclosure sale, using Master Association funds or funds borrowed for such purpose, and to acquire and hold, lease, mortgage and convey the Lot or Condominium.

Section 6.04. Curing of Default. Upon the timely curing of any default for which a notice of assessment or notice of delinquent assessment was recorded by the Master Association, any officer of the Master Association is hereby authorized to file or record an appropriate release of such notice upon payment by the defaulting Owner of a reasonable fee to be determined by the Board to cover the costs of preparing and filing or recording such release.

Section 6.05. Cumulative Remedies. The Assessment lien and the rights to foreclosure and sale shall be in addition to and not in substitution for all other rights and remedies which the Master Association and its assigns may have under this Master Declaration and by law.

ARTICLE VII

Architectural Control

Section 7.01. Architectural Approval. No fence, wall, building, sign or other structure (including basketball standards) or exterior addition to or change or alteration of such items (including painting), shall be commenced, erected or maintained on the Property until plans and specifications shall have been submitted to and approved in writing by the Architectural Committee. The plans and specifications shall be prepared by a duly licensed architect or other person approved by the Architectural Committee and shall include such matters as may be required by the Architectural Committee. All such plans and specifications shall be submitted in writing over the signature of the Owner of the affected Lot or Condominium or such Owner's authorized agent or any officer of the Master Association in the case of Master Common Area. Approval shall be based, among other things, on conformity and harmony of external design with neighboring structures; effect of location and use of improvements and landscaping on neighboring property; preservation of view and aesthetic beauty; assurance of adequate access to the Master Association in connection with the performance of its duties and

the exercise of its powers under this Master Declaration; and conformity with such rules and regulations as may be adopted by the Architectural Committee in accordance with this Section.

Section 7.02. Number of Members and Term of Architectural Committee. The Architectural Committee shall consist of not less than three nor more than five members. The Declarant shall have the right to appoint all of the members of the Architectural Committee and their replacements until the first anniversary of the date of issuance by the DRE of the original final subdivision public report for the Initial Property ("Anniversary Date"). After the Anniversary Date, the Declarant shall have the right to appoint a majority of the members of such Committee and their replacements until ninety percent or more of the Lots and Condominiums within the Property have been sold, or until the fifth anniversary of the date of original issuance by the DRE of the final subdivision public report for the Initial Property ("Fifth Anniversary Date"), whichever shall first occur. After the Anniversary Date, the Board shall appoint all of the members of the Architectural Committee not appointed by the Declarant. After ninety percent or more of the Lots and Condominiums within the Property have been sold or after the Fifth Anniversary Date, whichever shall first occur, the Board shall appoint all of the members of the Architectural Committee. Those appointed to the Architectural Committee by the Board shall be Members; the Declarant, however, need not appoint Members to the Architectural Committee. Those members of the Architectural Committee appointed by the Board may be dismissed and replaced at any time and from time to time as determined by the Board in its sole and absolute discretion.

Section 7.03. Failure to Approve or Disapprove Plans and Specifications. In the event the Architectural Committee fails to either approve or disapprove plans and specifications within thirty days after the same have been submitted to it, it shall be conclusively presumed that the Architectural Committee has approved such plans and specifications. All improvement work approved by the Architectural Committee shall be diligently completed and constructed in accordance with the approved plans and specifications.

Section 7.04. Appeal. In the event plans and specifications submitted to the Architectural Committee are disapproved, the party making such submissions may appeal in writing to the Board. The appeal must be received by the Board not more than thirty days following the final decision of the Architectural Committee. Within forty-five days following receipt of the appeal, the Board shall render its written decision. The failure of the Board to render a decision within the forty-five day period shall be deemed a decision in favor of the appellant.

Section 7.05. No Liability. Neither the Declarant, the Master Association, the Architectural Committee, nor the members or designated representatives of the Architectural Committee shall be liable in damages to anyone submitting plans or specifications to them for approval, or to any Owner or Sub-Association by reason of mistake in judgment, negligence or non-feasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications, or for any defect in any structure constructed from such plans and specifications. Plans and specifications are not approved for engineering design. Every Owner and other per-

son or entity who submits plans or specifications to the Architectural Committee for approval agrees that he will not bring any action or suit against the Declarant, the Master Association, the Architectural Committee or the members or designated representatives of the Architectural Committee to recover any such damages.

Section 7.06. Notice of Noncompliance. Notwithstanding anything to the contrary contained in this Master Declaration, after the expiration of one year from the date of the commencement of construction within the Property of any improvements, said improvements shall, in favor of purchasers and encumbrancers in good faith and for value, be deemed to be in compliance with all provisions of this Article, unless actual notice of such noncompliance specifying the reason for the notice executed by the Architectural Committee shall appear of record in the office of the County Recorder or unless legal proceedings shall have been instituted to enforce compliance.

Section 7.07. Rules and Regulations. The Architectural Committee may from time to time in its sole discretion adopt, amend and repeal reasonable rules and regulations interpreting and implementing the provisions of this Article and establishing reasonable architectural standards for the Property which shall be binding on all Owners and Sub-Associations. The Architectural Committee may also regulate and control the installation and alteration of landscaping within the Property which are visible from neighboring property or streets by including procedures for such regulation and control in the rules and regulations.

Section 7.08. Variances. Where circumstances such as topography, location of property lines, location of trees, configuration of Lots or other matters require, the Architectural Committee, by the vote or written assent of a majority of its members, may allow reasonable variances as to any of the covenants, conditions or restrictions contained in this Master Declaration under the jurisdiction of the Architectural Committee on such terms as it shall require.

Section 7.9. Appointment and Designation. The Architectural Committee may from time to time by a majority of its members delegate any of its rights or responsibilities under this Article to one or more duly licensed architects or other qualified persons who shall have full authority to act on behalf of the Architectural Committee in all matters delegated.

Section 7.10. Review Fee and Address. All plans and specifications required by this Article shall be submitted in writing for approval together with a reasonable processing fee to be fixed from time to time by the Architectural Committee. The address of the Architectural Committee for purposes of this Article is 15366 Goldenwest Street, Westminster, California 92683 or such other place as may from time to time be designated by the Architectural Committee by a written instrument recorded in the office of the County Recorder. The last instrument so recorded shall be deemed the Architectural Committee's proper address. Such address shall be the place where any current rules and regulations of the Architectural Committee shall be kept.

Section 7.11. Inspection. Any member or agent of the Architectural Committee may from time to time, at any reasonable hour or hours and upon reasonable notice, enter and inspect any

property subject to the jurisdiction of the Architectural Committee as to its improvement or maintenance in compliance with the provisions of this Article.

ARTICLE VIII

General Restrictions

Section 8.01. Residential Use. No building or structure shall be constructed, erected or maintained on any of the Lots within the Initial Property other than a residential dwelling and customary appurtenances designed for occupancy by not more than one Family. None of the Lots shall be used for any business, commercial, manufacturing, mercantile, storing or vending purposes or for other nonresidential purposes.

Section 8.02. Nuisance. No noxious or offensive activity shall be carried on upon any portion of the Property, nor shall anything be done or maintained on the Property which may be or become an annoyance or nuisance to the neighborhood or increase the rate of the Master Association's or any Owner's insurance.

Section 8.03. Master Common Area Use. The Master Common Area shall be used for recreational, social and vehicular and pedestrian movement and other purposes authorized under this Master Declaration and any Supplementary Declaration.

Section 8.04. Projections. With the exception of one or more chimneys and one or more vent stacks, no projections of any type shall be placed or permitted to remain above the roof of any Dwelling or any other building unless and until the same shall have been approved by the Architectural Committee. No outside television or radio pole or antenna or other electronic device shall be erected or maintained on any building or on any portion of the Property or connected in such manner as to be visible from the outside of any such building unless and until the same shall have been approved by the Architectural Committee. This Section shall not apply to any Project.

Section 8.05. Garages. When garages are not in use, garage doors shall be closed. Garages shall be used only for the purpose of parking automobiles and other vehicles and equipment and storing an Owner's household goods; provided, however, that all such uses shall be accomplished so that garage doors can be closed. No open carport, if any, shall be used for the storage of any item other than an automobile. This Section shall not apply to any Project.

Section 8.06. Vehicles. No mobile home, boat, truck, motorcycle, trailer, recreational vehicle of any kind or similar equipment shall be kept, stored, parked (other than temporarily), maintained, constructed or repaired on any Lot in such a manner as to be visible from any neighboring property or street; provided, however, that the provisions of this Section shall not apply to emergency vehicle repairs. 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 Master Association or the Owners and parking of vehicles belonging to or being used by Owners for loading or unloading purposes.

Section 8.07. Parking. Non-commercial passenger motor vehicles belonging to Owners or to guests of Owners may be parked temporarily within the Master Common Area at such locations and on such terms as may be approved by the Board or as may be required by the City of Los Angeles. No other vehicle or related equipment of any kind (including without limitation, commercial passenger motor vehicles), shall be parked on any portion of the Master Common Area, except that commercial vehicles being used in the furnishing of services to the Master Association, a Sub-Association or the Owners may be parked temporarily within the Master Common Area. No vehicle or related equipment of any kind shall be constructed or repaired on any portion of the Master Common Area. The provisions of this Section shall not apply to the emergency repair of vehicles which are permitted to be parked upon the Master Common Area by this Section.

Section 8.08. Animals. No animals, fowl, reptiles or insects shall be kept within the Property, except that domestic reptiles, dogs, cats, birds and fish may be kept as household pets within a Lot or Unit, provided that they are not kept, bred or raised for commercial purposes or in unreasonable quantities. All dogs permitted to be kept by this Section shall be kept on a leash within the Property when not within an enclosed area of a Lot or Unit. Any dog feces deposited upon the Master Common Area shall be promptly removed by the owner of the dog.

Section 8.09. Signs. Except for a sign of reasonable dimensions advertising a Lot for sale, lease or exchange, such sign to be located on such Lot, no sign or other advertising device of any character shall be erected, maintained or displayed upon any portion of the Property unless and until the same shall have been approved by the Board and the Architectural Committee. The preceding sentence shall not apply to any Project.

Section 8.10. Unsightly Matters. All weeds, rubbish, debris and unsightly objects or materials of any kind shall be regularly removed from the Property and shall not be permitted to accumulate upon the Property. Trash, garbage, rubbish and other waste shall be kept only in sanitary containers. All service yards or service areas, clothesline areas, sanitary containers and storage piles on any portion of the Property shall be enclosed or fenced in such a manner that such yards, areas, containers and piles will not be visible from any neighboring property or street. Sanitary containers may be set out for a reasonable period of time before and after scheduled trash pick-up times. This Section shall not apply to any Project.

Section 8.11. Dwelling Maintenance. All Dwellings and other structures upon the Property shall at all times be maintained in good condition and repair and well and properly painted. No windows shall be covered, either inside or outside, with aluminum foil or any other similar material. Windows may be covered with other material approved by the Architectural Committee. This Section shall not apply to any Project.

Section 8.12. Slope Maintenance, Drainage Facilities and Restrictions. No structure, planting or other material shall be placed or permitted to remain or other activities undertaken on any slope area or any other area within the Property which might damage or interfere with established slope ratios, drainage facilities or systems or create erosion or sliding problems. Any area drains, gutters, downspouts, berms, swales and other drain-

age facilities and systems which are not maintained by the Master Association or a Sub-Association shall be maintained by the Owner of such items in a neat, orderly, safe and sanitary condition, in such a manner as to facilitate the orderly discharge of water by means of same and in accordance with any drainage maintenance program from time to time implemented by the Association.

Section 8.13. Landscaping Maintenance. All landscaping, including shrubs, trees, grass and other plantings, shall be neatly trimmed, properly cultivated and maintained continuously by the Owner of such items, other than any landscaping within a Lot maintained by the Master Association or a Sub-Association, in a neat and orderly condition and in such a manner as to enhance its appearance. The Board shall have the right, but not the obligation, to require any Member to remove, top or prune any tree or other plant which the Board reasonably believes materially obstructs the view from any Lot or Condominium.

Section 8.14. Oil and Mineral Restrictions and Equipment. No portion of the Property shall be used in any manner to explore for or to remove any water, oil or other hydrocarbon minerals of any kind, gravel, earth or any earth substance or any other mineral of any kind. No machinery or equipment of any kind shall be placed, operated or maintained upon any Lot, except such machinery or equipment as is usual and customary in connection with the use or maintenance of a private residence.

Section 8.15. Vermin. Each Owner shall at all times keep his Lot or Condominium free of rats and gophers, moles and other similar burrowing vermin.

Section 8.16. Oak Trees. No oak trees (meaning Valley Oak - Quercus Lobata, California Live Oak - Quercus Agrifolia and any other tree of the oak genus native to California, but excluding Scrub Oak - Quercus Dumosa) which measures eight inches or more in diameter four and one-half feet above the ground level at the base of the tree shall be removed from the Property without the prior written consent of an authorized agency of the City of Los Angeles. No oak tree planted by the Declarant in compliance with the requirements of the City of Los Angeles which measures less than eight inches in diameter four and one-half feet above the ground level at the base of the tree shall be removed from the Property without the prior written consent of an authorized agency of the City of Los Angeles. No motor vehicle shall be driven or stored within the drip line of any oak tree. No materials or chemicals shall be stored beneath any oak tree. No gardening or other debris shall be dumped upon the area beneath any oak tree. No boards, signs, ladders, treehouses or other structures shall be nailed to any oak tree. No chemical herbicide shall be used within 100 feet of the drip line of any oak tree. No irrigation system shall be installed or operated within the drip line of any established oak tree. No digging shall be performed within the drip line of any oak tree.

Section 8.17. Archaeological Site. No use shall be made of the real property described in Exhibit "C" except as may be permitted by the City of Los Angeles.

Section 8.18. Gate Kiosks. No gate kiosks shall be constructed, operated or maintained on that portion of the street known as Crystal Springs Circle which is the first 125 feet south of Sesnon Boulevard.

ARTICLE IX

Duties and Powers of the Master Association

Section 9.01. General Duties and Powers. In addition to the duties and powers enumerated in the Master Articles, Master Bylaws, and elsewhere in this Master Declaration, and without limiting the generality of such duties and powers, the Master Association acting through the Board shall:

(a) Enforce the provisions of this Master Declaration, the Master Articles, Master Bylaws, Master Association Rules and other instruments for the ownership, management and control of the Property by appropriate means.

(b) Pay any real and personal property taxes and other assessments which are or could become a lien upon any Master Common Area or any portion of any Master Common Area, unless separately assessed to the Owners.

(c) Subject to the provisions of the Article entitled "Insurance", contract for casualty, liability and other insurance on behalf of the Master Association.

(d) Subject to the limitations set forth in this Article, contract for goods and/or services for any Master Common Area, Maintenance Area or the Master Association.

(e) Delegate to committees, officers, employees or agents any of the Master Association's duties or powers under this Master Declaration, the Master Articles, Master Bylaws or Master Association Rules; provided, however, no such delegation shall relieve the Master Association of its obligations to perform such delegated duty.

(f) Prepare budgets and financial statements for the Master Association as prescribed in the Master Bylaws.

(g) Formulate rules of operation of any Master Common Area and Maintenance Area owned or controlled by the Master Association.

(h) Initiate and execute disciplinary proceedings against Members for violations of the provisions of this Master Declaration, the Master Articles, Master Bylaws and Master Association Rules in accordance with any procedures set forth in such documents.

(i) Enter upon any Lot or Condominium as necessary in connection with construction, maintenance or emergency repair for the benefit of any Master Common Area or the Owners in common.

(j) Own, maintain, control, manage, repair, replace and reconstruct (subject to the provisions of the Article entitled "Destruction") any Master Common Area (including without limitation landscaping, improvements, drainage facilities and systems, pedestrian, bicycle trails, private streets and roads, fire buffer areas, community signs and monuments and any planters, medians and guard houses located within any Master

Common Area which is a street or road) in a neat, safe, attractive, sanitary and orderly condition. Without limitation, the Master Association acting through the Board shall:

(i) Cause all slope areas and drainage facilities and systems within any Master Common Area to be inspected annually by a private engineer.

(ii) Maintain all landscaped slope areas within any Master Common Area (including, without limitation, landscaping and improvements) in a neat, orderly, safe and sanitary condition and in such a manner as to enhance their appearance, maintain and preserve established slope ratios, prevent erosion and sliding problems and facilitate the orderly discharge of water through established drainage facilities and systems. Any natural slope areas within any Master Common Area shall be maintained additionally in a natural condition and in such a manner as to prevent noxious or dangerous weeds, sagebrush, chaparral or any other brush or weeds from attaining such growth as to become, when dry, a fire menace or public nuisance. Any private streets or roads within any Master Common Area shall be maintained additionally free and clear of obstructions and in a safe condition for vehicular use at all times.

(iii) Maintain (including cleaning and relamping) the street light fixtures located within any Master Common Area which is a street or road, and all wiring, conduit, pipe and attachments incidental to such fixtures, in a first class condition, in such a manner as to provide continuous and reliable street lighting service during nighttime hours, and as is consistent with good street lighting practice for private residential developments similar to that to be constructed within the Property.

(k) Maintain, repair, replace and reconstruct any Maintenance Areas.

(l) Negotiate and enter into contracts with First Mortgagees and First Mortgage insurers and guarantors as may be necessary or desirable to facilitate the availability of loans secured by First Mortgages within the Property.

(m) Subject to the limitations of the Section entitled "Members' Easements of Enjoyment", grant easements where necessary for utilities, sewer facilities and other purposes over the Master Common Area to serve the Property.

(n) Maintain, or cause to be maintained, all oak trees (meaning Valley Oak - *Quercus Lobata*, California Live Oak - *Quercus Agrifolia* and any other tree of the oak genus native to California, but excluding Scrub Oak - *Quercus Dumosa*) within the Property which are existing as of the date of this Master Declaration, or are or were planted by the Declarant, in a manner to assure the healthy preservation of such trees. Without limitation, the Master Association, acting through the Board, shall (i) cause all cuts sustained by any such oak tree to be properly cleaned and sealed by an oak tree specialist, (ii) obtain and implement the advice of an oak tree specialist in the event that any such oak tree shows any yellowing, cracking or oozing of sap and (iii) implement a supplemental watering program for any such oak trees which have been newly planted during hot dry periods in accordance with the recommendation of an oak tree specialist.

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(o) Maintain the real property described in Exhibit "C" as Locus A and Locus B in accordance with the requirements of the City of Los Angeles.

Section 9.02. General Limitations on Powers. In addition to the limitations enumerated in the Master Articles and Master Bylaws, or elsewhere provided for in this Master Declaration, and without limiting the generality of such limitations, the Master Association acting through the Board shall be prohibited from taking any of the following actions except with the vote of Delegates representing a majority of the voting power of the Master Association residing in Members other than the Declarant:

(a) Enter into a contract with a third person under which the third person will furnish goods or services for any Master Common Area or the Master Association for a term longer than one year with the following exceptions:

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

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

(iii) Prepaid casualty and/or liability insurance policies of not to exceed three years' duration provided that the policy permits short rate cancellation by the insured.

(b) Incur aggregate expenditures for capital improvements to any Master Common Area in any fiscal year in excess of five percent of the budgeted Common Expenses for that fiscal year.

(c) Sell during any fiscal year any property of the Master Association having an aggregate fair market value greater than five percent of the budgeted Common Expenses for that fiscal year.

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

(e) Fill a vacancy on the Board created by the removal of a Board member.

Section 9.03. Management and Certain Declarant Contracts. In addition to the limitations of Section 9.02, any agreement for professional management of the Property, or any other contract providing for the services of the Declarant, shall have a term of not more than one year with successive one year renewal periods upon agreement of the parties and shall be ter-

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minable (a) for cause on thirty days notice by the Master Association and (b) without cause and without payment of a termination fee on sixty days written notice by either party.

Section 9.04. Master Association Rules. The Master Association shall have the power, as provided in its Master Bylaws, to adopt, amend and repeal Master Association Rules. The Master Association Rules shall govern such matters in furtherance of the purposes of the Master Association as the Board shall deem appropriate, including without limitation, the use and enjoyment of and parking on any Master Common Area; provided, however, that the Master Association Rules may not discriminate among Members and shall not be inconsistent with this Master Declaration, the Master Articles or Master Bylaws. A copy of the Master Association Rules, as they may from time to time be adopted, amended or repealed shall be mailed or otherwise delivered to each Owner and a copy shall be posted in a conspicuous place within any Master Common Area. Upon such mailing or delivery, the Master Association Rules shall have the same force and effect as if they were part of this Master Declaration. In the event of any conflict between the Master Association Rules and any provision of this Master Declaration, the Master Articles or Master Bylaws, the Master Association Rules shall be deemed to be superseded by such other provisions to the extent of any such inconsistency.

Section 9.05. Enforcement of Bonded Obligations. In the event any Master Common Area improvements included within any portion of the Property have not been completed prior to the issuance by the DRE of the final subdivision public report covering such portion and the Master Association is the obligee under a bond or other arrangement ("Bond") to secure the performance of the commitment of the Declarant to complete such improvements, the following actions shall be taken:

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

(b) A special meeting of the Members may be held for the purpose of voting to override a decision by the Board not to initiate action to enforce the obligations under the Bond or on the failure of the Board to consider and vote on the question. Such meeting shall be held not less than thirty-five days nor more than forty-five days after receipt by the Board of a petition for such a meeting signed by Members representing five percent or more of the total voting power of the Master Association.

(c) The only Members entitled to vote at such meeting shall be Members other than the Declarant. A vote of a majority of the voting power of the Master Association residing in Members other than the Declarant to take action to enforce the obligations under the Bond shall be deemed to be the decision of

the Master Association and the Board shall implement the decision by initiating and pursuing appropriate action in the name of the Master Association.

Section 9.06. Commencement of Maintenance Obligations. Upon the conveyance of record of any Master Common Area or any Maintenance Area to the Master Association in accordance with the provisions of this Master Declaration, the Master Association shall be deemed to have accepted such Master Common Area or Maintenance Area and the Master Association's duties with respect to such areas (including, without limitation, the maintenance and management of such areas) as set forth in this Master Declaration shall automatically commence upon such conveyance of record; provided, however, in the event that Declarant's subcontractors are contractually obligated to maintain any Master Common Area or Maintenance Area after such conveyance, any such maintenance shall not be assumed by the Master Association until the termination of such contractual obligation. If any excess of Assessments collected over actual Common Expenses incurred by the Master Association is caused by reason of maintenance pursuant to this Section or otherwise, such excess shall be placed in reserve to offset the future expenses of the Master Association in any manner designated by the Board.

Section 9.07. Right to Perform Certain Duties and Obligations. In the event any Sub-Association fails to perform any of the duties or obligations imposed on it by its Sub-Declaration, the Master Association shall have the right, but shall not in any way be obligated, to perform any such duty or obligation and such Sub-Association shall reimburse the Master Association for all costs and expenses incurred by the Master Association in connection with such performance by the Master Association within thirty days after receipt of written notice from the Master Association for such reimbursement.

Section 9.08. Owner Master Common Area Maintenance Obligation. In the event the Association fails to maintain the Master Common Area, or any easements granted to it which require maintenance by the Association, the Owners shall cause such maintenance to be performed and the cost of such maintenance shall be borne equally by each Owner.

Section 9.09. Installation of Landscaping. Each Owner (other than Declarant) of a Lot within that portion of the Initial Property described as Lots 39 through 63 of Tract 41627, as shown on a Map recorded in Book 1048, Pages 78 through 85, inclusive, of Maps, Records of the County, shall landscape all portions of his Lot which are visible from any street or road within the Master Common Area within six months after the date such Owner acquires title to his Lot in accordance with plans and specifications which have been approved by the Architectural Committee. In the event any landscaping is not installed by an Owner as required by this Section, the Master Association acting through the Board shall have the right to install such landscaping (including, without limitation, the right to enter, at reasonable times, any portion of such Owner's Lot to install such landscaping) and the cost incurred by the Association shall be charged to the Owner of the Lot and, if not paid in a timely manner, shall be a Reimbursement Assessment against such Owner.

ARTICLE X

Easements

Section 10.01. Encroachment Easements for Owners.

There is hereby reserved to Declarant, together with the right to grant and transfer the same to Owners, an easement appurtenant to each Lot and Condominium over all adjoining property (including Lots, Condominiums, Condominium Common Area, Master Common Area and property owned by a Sub-Association) for the purpose of accommodating trellises, eaves, overhangs, balconies and other similar projections and fences created during the original construction of the Property or the reconstruction or repair of a Dwelling or a Condominium in accordance with plans and specifications approved by the Architectural Committee or an architectural committee created by a Sub-Declaration having the power to approve such plans and specifications; accommodating encroachments due to original engineering or surveying errors, errors in original construction, errors in reconstruction or repair in accordance with plans and specifications approved by the Architectural Committee or an architectural committee created by a Sub-Declaration having the power to approve such plans and specifications, or settlement, shifting or movement of a building or other structure; and maintaining, repairing and reconstructing such trellises, eaves, overhangs, balconies, projections, fences and encroachments.

Section 10.02. Encroachment Easements for Master Association.

There is hereby reserved to Declarant, together with the right to grant and transfer the same to the Master Association, an easement appurtenant to any Master Common Area over all adjoining property for the purpose of accommodating trellises, eaves, overhangs, balconies and other similar projections and fences created during the original construction of the Property or the reconstruction or repair of Master Common Area in accordance with plans and specifications approved by the Architectural Committee; accommodating encroachments due to original engineering or surveying errors, errors in original construction, errors in reconstruction or repair in accordance with plans and specifications approved by the Architectural Committee, or settlement, shifting or movement of a building or other structure; and maintaining, repairing and reconstructing such trellises, eaves, overhangs, balconies, projections, fences and encroachments.

Section 10.03. Reservation of Easements by Declarant.

(a) Utilities. Easements over the Property for the installation, maintenance, reconstruction and replacement of electric, telephone, cable television, water, gas, sanitary sewer and drainage facilities and common driveways and other access ways as are needed to serve the Property or as are shown on the recorded subdivision map or maps and parcel map or maps of the Property are hereby reserved by the Declarant, together with the right to grant and transfer the same.

(b) Construction and Sale. There is hereby reserved by the Declarant, including without limitation, its sales agents and representatives and prospective purchasers of Lots and Condominiums, together with the right in the Declarant to grant and transfer the same, over the Property as the same may from time to time exist, easements for construction, display, sales offices and incidental parking and exhibit purposes in connection

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with the development and sale of Dwellings, Lots and Condominiums within the Property and for such other purposes and subject to such limitations as may be provided in the Section entitled "Construction by Declarant"; provided however, that such use by the Declarant and others shall not unreasonably interfere with the reasonable use and enjoyment of any Master Common Area by the Members, except that under no circumstance shall the Declarant or others be denied, by any means, access over the Master Common Area to and from real property owned by Declarant (including, without limitation, Lots, Condominiums and sales offices) during the regular sales office and construction hours of Declarant and its contractors and subcontractors.

(c) Sub-Association Easement. There is hereby reserved by the Declarant, together with the right to grant and transfer the same to one or more Sub-Associations, a nonexclusive easement over the Master Common Area for the purpose of permitting any such Sub-Association to fulfill its maintenance and other responsibilities under the Sub-Declaration in which the Sub-Association is referred to.

(d) Discharge of Rights and Obligations. There is hereby reserved by Declarant, together with the right to grant and transfer the same to the Master Association and others, easements over the Property for the purpose of permitting the Master Association, the Board, the Architectural Committee, the Declarant and others to exercise their rights and discharge their obligations as described in this Master Declaration, the Master Articles, Master Bylaws or Master Association Rules.

(e) Private Streets. There is hereby reserved by the Declarant, together with the right to grant and transfer the same to any owners or lessees of property within, adjoining or in the vicinity of the Property, a nonexclusive easement over all private streets within the Master Common Area for road purposes, public facilities and for ingress and egress.

Section 10.04. Modification and Transfer of Easements. This Master Declaration shall not be amended to modify or eliminate the easements reserved to Declarant without the prior written approval of the Declarant and any attempt to do so shall have no effect. As to easements reserved to the Declarant together with the right to grant and transfer the same to the Owners or the Master Association, the Declarant shall convey said easements to the Owners in the instrument by which title to their Lots or Condominiums is conveyed or in any other instrument and to the Master Association in the instrument by which any Master Common Area is conveyed to the Master Association or in any other instrument. If any such conveyance is not accomplished through inadvertence, mistake or any other cause, the easements shall nevertheless be deemed to be conveyed to each Owner and the Master Association by their Lot or Condominium and any Master Common Area conveyancing instruments, respectively.

ARTICLE XI

Insurance

Section 11.01. Types. The Master Association, to the extent available, shall obtain and continue in effect the following types of insurance:

(a) A comprehensive policy of public liability insurance covering any Master Common Area and Maintenance Area with a limit of not less than One Million Dollars for claims for personal injury and/or property damage arising out of a single occurrence, such coverage to include protection against water damage liability, liability for nonowned and hired automobiles and liability for property of others, and such other risks as are customarily covered with respect to similar real estate developments in the area of the Property and as shall customarily be required by private institutional mortgage investors for projects similar in construction, location and use to the Property. The policy shall contain a "severability of interest" endorsement or the equivalent which shall preclude the insurer from denying the claim of an Owner because of negligent acts or omissions of the Master Association or other Owners.

(b) A policy of fire and casualty insurance with extended coverage endorsement, for the full replacement value of any Master Common Area (including, without limitation, all landscaping, improvements, furniture and equipment), and the landscaping and improvements upon any Maintenance Area, without deduction for depreciation, with an "agreed amount endorsement" or its equivalent and clauses waiving subrogation against Members and the Master Association and persons upon the Property with the permission of a Member. Such insurance shall afford protection at least against loss or damage by fire and other hazards covered by the standard extended coverage endorsement, including, without limitation, loss or damage caused by sprinkler leakage, vandalism, malicious mischief, windstorm, water damage, and covering the cost of demolition and debris removal and such other risks as are customarily covered with respect to similar real estate developments in the area of the Property.

(c) Fidelity coverage against dishonest acts on the part of directors, officers, employees, volunteers, trustees, managers or any other persons who handle the funds of the Master Association. Such fidelity bonds shall name the Master Association as obligee, shall be written in an amount equal to not less than one hundred fifty percent of the estimated annual operating expenses of the Master Association, including reserves, and shall contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of "employee" or similar expression.

Section 11.02. Waiver By Members. As to each of the policies provided for in this Article, which will not be voided or impaired by the requirements of this Section, the Members and the Owners hereby waive and release all claims against the Master Association, the Board, the Declarant and their agents and employees, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by said persons, but only to the extent of insurance proceeds received in compensation for such loss.

Section 11.03. Other Insurance; Annual Review. The Master Association may purchase such other insurance as it may deem necessary, including but not limited to, plateglass insurance, workers' compensation, officers' and directors' liability and errors and omissions insurance. The Board shall annually determine whether the amounts and types of insurance it has obtained provide adequate coverage for any Master Common Area and Maintenance Area in light of increased construction costs, infla-

tion, practice in the area in which the Property is located or any other factor which tends to indicate that either additional insurance policies or increased coverage under existing policies are necessary or desirable to protect the interests of the Master Association and the Owners. If the Board determines that increased coverage or additional insurance is appropriate, it shall obtain the same.

Section 11.04. Premiums, Proceeds and Settlement. Insurance premiums for any insurance coverage obtained by the Master Association pursuant to this Article shall be a Common Expense to be included in the Regular Assessments levied by the Master Association. Insurance proceeds shall be used by the Master Association for the repair or replacement of the property for which the insurance was carried, or otherwise disposed of as provided in this Article or in the Article entitled "Destruction". The Master Association is hereby granted the authority to negotiate loss settlements with the appropriate insurance carriers. Any two directors of the Master Association may sign a loss claim form and release form in connection with the settlement of a loss claim and such signatures shall be binding on the Master Association and the Members.

Section 11.05. Abandonment of Replacement Cost Insurance. Unless at least two-thirds of the First Mortgagees (based on one vote for each First Mortgage owned) or two-thirds of the Owners (other than Declarant) have given their prior written approval, the Master Association shall not be entitled to fail to maintain the extended coverage fire and casualty insurance required by this Article on less than a one hundred percent current replacement cost basis.

Section 11.06. Beneficiaries of Insurance. All insurance obtained by the Master Association shall be in the name of the Master Association and shall be maintained at least for the benefit of the Master Association, the Owners and the Mortgagees as their interests may appear.

Section 11.07. Requirements of FHLMC and FNMA. Notwithstanding the provisions of this Article, the Master Association shall continuously maintain in effect such insurance and bonds as meet the insurance and bond requirements for planned unit development projects established by the Federal Home Loan Mortgage Corporation and Federal National Mortgage Association, so long as they are a First Mortgagee or Owner within the Property, except to the extent such coverage is not available or has been waived in writing by them.

ARTICLE XII

Destruction

Section 12.01. Master Common Area Improvements. In the event of the partial or total destruction of all or any portion of any Master Common Area, the following provisions shall be applicable:

(a) If the amount available from the proceeds of insurance maintained by the Master Association is at least eighty-five percent of the estimated costs of the repair, re-

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placement or reconstruction (collectively, "Repair") of the Master Common Area, the Master Common Area shall be repaired, replaced or reconstructed (collectively, "Repaired").

(b) If the amount available from such proceeds is less than eighty-five percent of the estimated costs of Repair, the Master Common Area shall nevertheless be Repaired unless at least two-thirds of the Owners (other than the Declarant) determine not to proceed with such Repair. In such event, the Master Common Area shall be cleared and landscaped for community park use; provided, however, that there shall exist in such Master Common Area adequate vehicular and pedestrian rights of way for the Owners to insure legal access to their Lots and Condominiums and the Master Common Area. The costs of such clearing and landscaping shall be paid for with available insurance proceeds, and any deficiency shall be raised by the levy of uniform Reconstruction Assessments in an amount determined by the Board. In the event any excess insurance proceeds remain, the Board shall retain such sums in the general funds of the Master Association or distribute pro rata all or a portion of such sums to the Owners, subject to the prior rights of Mortgagees whose interests may be protected by the insurance policies.

(c) If the Repair of the Master Common Area is to proceed, it shall be the duty of the Master Association to Repair the Master Common Area to its former condition as promptly as is practical and in a lawful and workmanlike manner. Available insurance proceeds shall be used for such purpose and the Board shall levy a uniform Reconstruction Assessment against each Owner and his Lot or Condominium at such time and in such amount as the Board shall determine is necessary to cover any cost of Repair in excess of insurance proceeds.

ARTICLE XIII

Eminent Domain

Section 13.01. Master Common Area. The term "taking" as used in this Article shall mean condemnation by eminent domain or sale under threat of condemnation. In the event of a threatened taking of all or any portion of any Master Common Area, the Members hereby appoint the Board and such persons as the Board may delegate to represent all of the Members in connection with the taking. The Board shall act in its sole discretion with respect to any awards being made in connection with the taking and shall be entitled to make a voluntary sale to the condemnor in lieu of engaging in a condemnation action. Any awards received on account of the taking shall be paid to the Master Association. In the event of a taking of less than all of any Master Common Area, the rules as to repair, replacement and reconstruction of Master Common Area shall apply as in the case of destruction of Master Common Area. In the event of a total taking, the Board shall either retain any award in the general funds of the Master Association or distribute pro rata all or any portion of the award to the Members. Any such distribution shall be subject to the prior rights of Mortgagees.

ARTICLE XIV

Rights of Lenders

Section 14.01. Priority of Mortgage Lien. No breach of the covenants, conditions or restrictions contained in this Master Declaration, nor the enforcement of any lien provisions in this Master Declaration, shall affect, impair, defeat or render invalid the lien of any Mortgage made in good faith and for value, but all of said covenants, conditions and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure or trustee's sale, or otherwise, with respect to a Lot or Condominium.

Section 14.02. First Mortgage Relationship with Assessment Liens.

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

(b) Any First Mortgagee who obtains title to a Lot or Condominium pursuant to the remedies provided in the First Mortgagee's Mortgage or foreclosure of the First Mortgage will not be liable for more than six months of such Lot's or Condominium's unpaid Assessments, dues or charges which accrue prior to the acquisition of title to such Lot or Condominium by such First Mortgagee, but shall take title to such Lot or Condominium subject to any lien or claim for unpaid Assessments against such Lot or Condominium which accrues subsequently to the time such First Mortgagee obtains title to such Lot or Condominium.

(c) Nothing in this Section shall be construed to release any Owner from his obligation to pay any Assessment levied pursuant to this Master Declaration.

Section 14.03. Vote of Two-Thirds of First Mortgagees or Two-Thirds of Owners. Unless at least two-thirds of the First Mortgagees (based upon one vote for each First Mortgage owned) or two-thirds of the Owners (other than Declarant) of the Lots and Condominiums have given their prior written approval, the Master Association shall not be entitled to do any of the following:

(a) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer any Master Common Area; provided, however, the granting of easements for public utilities or for other public purposes consistent with the intended use of any Master Common Area shall not require such approval;

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

(c) By act or omission change, waive or abandon any scheme of regulations, or enforcement of such regulations, pertaining to the architectural design or the exterior appearance of Dwellings or Condominiums, the exterior maintenance of Dwellings or Condominiums, the maintenance of any party walks on any Master Common Area or common fences and driveways, or the upkeep of lawns and plantings within the Property; or

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

Section 14.04. Other Rights of First Mortgagees. Any First Mortgagee shall, upon written request to the Master Association, be entitled to:

(a) Inspect the books and records of the Master Association during normal business hours;

(b) Receive the annual audited financial statements of the Master Association within ninety days following the end of the Master Association's fiscal year;

(c) Receive written notice of all annual and special meetings of the Delegates or of the Board and to designate a representative to attend, but not vote at, all such meetings; and

(d) Receive thirty days' written notice before the Master Association shall be entitled to (i) abandon, dissolve or terminate the Master Association, (ii) effectuate any decision to terminate professional management and assume self-management of the Property or (iii) amend a material provision of this Master Declaration, the Master Articles or Master Bylaws. Without limiting the generality of the foregoing, the following provisions shall be deemed material: (i) this Article, (ii) the Article entitled "Insurance", (iii) any rights granted specifically to Mortgagees, and (iv) any provision which is a requirement of the Federal Home Loan Mortgage Corporation or Federal National Mortgage Association.

Section 14.05. Notice to First Mortgagees of Owner Default. Any First Mortgagee shall, upon written request to the Master Association, be entitled to written notification from the Master Association of any default in the performance of the obligations imposed by this Master Declaration, the Master Articles or Master Bylaws by the Owner whose Lot or Condominium is encumbered by such First Mortgagee's Mortgage, which default has not been cured within sixty days of a request by the Master Association.

Section 14.06. Right of First Refusal. In the event this Master Declaration is amended to provide for any right of first refusal, no such right shall impair the rights of any First Mortgagee to:

(a) Foreclose or take title to a Lot or Condominium pursuant to the remedies provided in any such First Mortgagee's Mortgage;

(b) Accept a deed (or assignment) in lieu of foreclosure in the event of default by a Mortgagor under any such First Mortgagee's Mortgage; or

(c) Sell or lease a Lot or Condominium acquired by such First Mortgagee.

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Section 14.07. Conflicts. In the event of any conflict between any of the provisions of this Article and any of the other provisions of this Master Declaration, the provisions of this Article shall control.

Section 14.08. Notice of Destruction or Taking. In the event that any Master Common Area is substantially damaged or destroyed or is made the subject of any condemnation or eminent domain proceeding, the Board shall promptly notify any First Mortgagee affected by such damage, destruction or proceeding. If requested in writing by a First Mortgagee, the Master Association shall evidence its obligations under this Section in a written agreement in favor of such First Mortgagee.

Section 14.09. Payments 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 any Master 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 any Master Common Area and First Mortgagees making such payments shall be owed immediate reimbursement from the Master 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 Master Association.

Section 14.10. Proceeds and Awards Priority. No provision in the Master Declaration, the Master Articles or Master Bylaws shall give or be construed as giving an Owner, or any other party, priority over any rights of a First Mortgagee of a Lot or Condominium pursuant to its Mortgage in the case of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of any Master Common Area.

ARTICLE XV

General Provisions

Section 15.01. Duration. The covenants, conditions and restrictions of this Master Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Master Association or any Owner, including Declarant, for a term of sixty years from the date this Master Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten years, unless an instrument in writing, signed by a majority of the then Owners, has been recorded with the County Recorder within one year prior to termination of the initial 60-year period or within one year prior to the termination of any successive 10-year period, agreeing to terminate said covenants, conditions or restrictions in whole or in part. In the event a Lot or Condominium is owned by more than one Owner, any one of the co-Owners may sign such instrument in writing on the behalf of all co-Owners.

Section 15.02. Amendment. Subject to the other provisions of this Master Declaration, (a) until such time as there is a Class A membership, this Master Declaration may be amended or

cancelled by Declarant; (b) so long as there is a Class B membership, this Master Declaration may be amended only by the affirmative vote of Delegates representing not less than sixty-six and two-thirds percent of each class of Members; and (c) when the Class B membership becomes converted to Class A membership, this Master Declaration may be amended only by the affirmative vote of Delegates representing not less than (i) sixty-six and two-thirds percent of the Members and (ii) sixty-six and two-thirds percent of the Members other than the Declarant. Notwithstanding the foregoing, any provision of this Master Declaration, the Master Articles, Master Bylaws or Master Association Rules which expressly requires the approval of a specified percentage of the voting power of the Master Association for action to be taken under said provision, can be amended only with the affirmative vote of not less than the same percentage of the voting power of the Master Association. Notwithstanding the foregoing, Section 9.01(j)(i) and (ii) shall not be amended without the written consent of an authorized agency of the City of Los Angeles. Any amendment that requires the vote of Delegates shall be effective when executed by the President and Secretary of the Master Association who shall certify that the amendment has been approved in accordance with the requirements of this Section and recorded with the County Recorder.

Section 15.03. Notices. Any notice sent to any Member, Owner or Mortgagee under the provisions of this Master Declaration shall be in writing and shall be deemed to have been properly sent when delivered personally or mailed, postage prepaid, if to an Owner or Member, to the last known address of the person who appears as such Member or Owner on the records of the Master Association at the time of such mailing, and, if to a Mortgagee, to the address furnished to the Master Association by such Mortgagee for the purposes of notice or if no such address is furnished, to any office of the Mortgagee in the County, or if no such office is located in the County, to any office of the Mortgagee. In the case of co-Owners, any such notice may be delivered or sent to any one of the co-Owners.

Section 15.04. Enforcement.

(a) The Master Association or any Owner shall have the right to enforce by proceedings at law or in equity all covenants, conditions, restrictions and easements now or in the future imposed by this Master Declaration, the Master Articles and Master Bylaws, including without limitation, the right to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of these covenants, conditions, restrictions or easements to enjoin or prevent them from doing so, to cause said violation to be remedied and/or to recover damages for said violation.

(b) Should any Owner fail to comply with the provisions of this Master Declaration, the Master Articles, Master Bylaws or Master Association Rules and should any such failure continue for a period of thirty days following written notice of such failure from the Master Association to the Owner, the Master Association shall have the right, but not the duty, to correct any such noncompliance, and the cost of such correction shall be borne by any such Owner; provided, however, that in the event such costs are not paid to the Master Association within thirty days after the Master Association has furnished a state-

ment for such costs, the Board shall have the right, but not the duty, to levy a Reimbursement Assessment against any such Owner to cover the costs of correction.

(c) The result of every action or omission by which any covenant, condition, restriction or easement is violated in whole or in part is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or equity against an Owner, either public or private, shall be applicable against every such result and may be exercised by the Master Association or any Owner.

(d) In any legal or equitable proceeding for the enforcement or to restrain the violation of these covenants, conditions, restrictions or easements, the losing party or parties shall pay the attorneys' fees of the prevailing party or parties in such amount as may be fixed by the court in such proceedings.

(e) Failure by the Master Association or by any Owner to enforce any provision of this Master Declaration shall in no event be deemed a waiver of any breach or violation or a waiver of the right to do so after any such failure.

(f) All remedies provided in this Master Declaration or at law or in equity shall be cumulative and not exclusive.

(g) Nothing contained in this Master Declaration shall be deemed to require any Owner to enforce any covenant, condition, restriction or easement.

Section 15.05. Severability and Enforceability. Invalidation of any one or more of the provisions of this Master Declaration by judgment or court order shall not in any way affect any other provisions, which shall remain in full force and effect. The Declarant makes no warranties or representations, express or implied, as to the binding effect or enforceability of all or any portion of this Master Declaration.

Section 15.06. Construction. The provisions of this Master Declaration shall be liberally construed to effectuate this Master Declaration's purpose of creating a uniform general plan for the development and operation of an interrelated and interdependent residential community. Whenever the context of this Master Declaration requires, the singular shall include the plural and the masculine, feminine and neuter genders shall be deemed to include the other or others. The Article and Section headings contained in this Master Declaration are for purposes of reference and convenience only and shall not limit or otherwise affect the meaning of this Master Declaration. Unless otherwise indicated, all of the Article, Section and subsection references contained in this Master Declaration are references to Articles, Sections and subsections of this Master Declaration. All exhibits referred to in this Master Declaration are attached and incorporated by reference.

Section 15.07. Phased Development. It is the intention of the Declarant to develop the Property into a single interrelated and interdependent residential community. The Declarant contemplates that it will construct the Property and/or cause it to be constructed in several phases and annex each phase to

the Initial Property in accordance with the Article entitled "Annexation". Although the Declarant contemplates the annexation and construction of such additional phases, it shall in no way be obligated to either annex or construct such phases.

Section 15.08. Construction by Declarant. Nothing in this Master Declaration shall limit the right of the Declarant to commence and complete construction of improvements to the Property (including, without limitation, constructing, maintaining and/or using temporary improvements during the course of such construction) or to alter the foregoing or the Lots, Projects or Master Common Area or to construct such additional improvements as the Declarant deems advisable prior to the completion and sale of the entire Property. Without limiting the foregoing, Declarant shall not be subject to the provisions of the Article entitled "General Restrictions" or the Article entitled "Architectural Control". The Declarant may use any of the Property owned by it for model home sites and incidental parking and for any other purpose for which the Declarant may use any Master Common Area as provided in this Section. The Declarant shall have the right and an easement to enter upon, use and enjoy and designate and permit others (including without limitation, Declarant's agents, employees, representatives, contractors and prospective purchasers) to enter upon, use and enjoy any Master Common Area for any purpose in connection with or incidental to (a) the construction, development, sale, lease or other transfer of the Property (including without limitation, the erection, construction and maintenance of displays, sales offices and incidental parking, exhibits, signs and other structures), (b) the management, operation or maintenance of the Property and/or (c) the exercise of any rights or powers granted under this Master Declaration to the Declarant; provided, however, that the exercise of such right and easement shall not unreasonably interfere with the reasonable use and enjoyment of any Master Common Area by the Members or of any Lot by any Member and shall terminate on the third anniversary of the date of original issuance by the DRE of the most-recently-issued final subdivision public report for any phase of the Property, except that under no circumstance shall the Declarant or others be denied, by any means, access over the Master Common Area to and from real property owned by Declarant (including, without limitation, Lots, Condominiums and sales offices) during the regular sales office and construction hours of Declarant and its contractors and subcontractors. The Declarant reserves the right to alter its construction and development plans and designs as it deems appropriate. This Master Declaration shall not limit the right of the Declarant at any time prior to acquisition of title by a purchaser from the Declarant to establish on any Lot, Project or Condominium additional licenses, easements, reservations and rights-of-way to itself, to utility companies, or to others as may from time to time be necessary or appropriate to the proper development and disposal of the Property. This Master Declaration shall not be amended to modify or eliminate this Section without the prior written approval of the Declarant and any attempt to do so shall have no effect.

Section 15.09. Nonliability of Officials. To the fullest extent permitted by law, neither the Board, any committees of the Master Association nor any member of said committees shall be liable to any Member or Owner or the Master 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, omis-

sion, error, negligence or the like made in good faith within which such Board, committee or member reasonably believed to be the scope of their duties.

Section 15.10. Leases of Lots and Condominiums. Any Owner who shall lease his Lot or Condominium to any person or entity shall be responsible for assuring compliance by any such person or entity with all of the provisions of this Master Declaration. Any lease agreement between an Owner and a lessee must provide that the terms of the lease shall be subject in all respects to the provisions of this Master Declaration, the Master Articles and Master Bylaws, and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All such leases shall be in writing.

Section 15.11. Mergers and Consolidations. Upon a merger or consolidation of the Master Association with another association, its properties, rights and obligations may be transferred to the surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may be added to the properties, rights and obligations of the Master Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may, subject to the provisions of this Master Declaration, administer the covenants, conditions, restrictions and easements established by this Master Declaration, with respect to the Property, together with the covenants, conditions, restrictions and easements established upon any other property, as one general plan or in such other plan of administration as the surviving or consolidated corporation deems reasonable.

Section 15.12. Assignment of Rights and/or Duties. Any or all of the rights and/or duties, if any, of the Declarant under this Master Declaration may be assigned or delegated, respectively, to any other person or entity and upon any such assignment or delegation any such person or entity shall, to the extent of such assignment or delegation, have the same rights

and/or duties as are given to and/or assumed by the Declarant under this Master Declaration and the Declarant shall be relieved of the performance of any further duty, if any, under this Master Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Master Declaration on the day and year first above written.

PORTER RANCH DEVELOPMENT CO.,
a joint venture

By Shapell Industries, Inc.,
a corporation

By [Signature]
Its President

By Margaret Herz
Its Secretary

By Liberty Building Company,
a corporation

By [Signature]
Its President

By I.N.S. Corporation,
a corporation

By [Signature]
Its President

STATE OF CALIFORNIA)
COUNTY OF Los Angeles) ss.

On April 29, 1985, before me, the undersigned, a Notary Public in and for said State, personally appeared Nathan Shapell, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as the President and Margaret Leong, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as the Secretary of Shapell Industries, Inc., one of the corporations that executed the within instrument as a joint venturer of Porter Ranch Development Co., the joint venture that executed the within instrument, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors as such joint venturer and that such joint venture executed the same.

WITNESS my hand and official seal.

Alva Edith Santiago
Notary Public

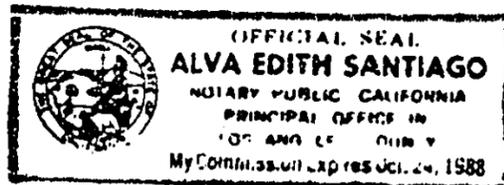
STATE OF CALIFORNIA)
COUNTY OF Los Angeles) ss.



On April 29, 1985, before me, the undersigned, a Notary Public in and for said State, personally appeared Irving Feintech, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as the President of Liberty Building Company, one of the corporations that executed the within instrument as a joint venturer of Porter Ranch Development Co., the joint venture that executed the within instrument, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors as such joint venturer and that such joint venture executed the same.

WITNESS my hand and official seal.

Alva Edith Santiago
Notary Public



85 503164

STATE OF CALIFORNIA)
COUNTY OF Los Angeles) ss.

On April 29, 1988, before me, the undersigned, a Notary Public in and for said State, personally appeared Irving Feintech, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as the President of I.N.S. Corporation, one of the corporations that executed the within instrument as a joint venturer of Porter Ranch Development Co., the joint venture that executed the within instrument, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors as such joint venturer and that such joint venture executed the same.

WITNESS my hand and official seal.

Alva Edith Santiago
Notary Public



The undersigned, First Interstate Bank of California, beneficiary under that certain deed of trust recorded September 4, 1981, as Instrument No. 81-887420* of the Official Records of Los Angeles County, California, hereby consents to the within Master Declaration of Covenants, Conditions and Restrictions for Tract 41627 and hereby subordinates the lien of said deed of trust to the provisions contained herein.

FIRST INTERSTATE BANK OF CALIFORNIA

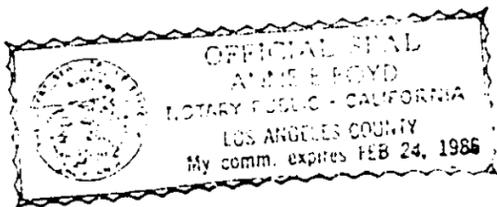
By [Signature]
Its VICE - President

By [Signature]
Its Assistant VICE PRESIDENT Secretary

STATE OF CALIFORNIA)
COUNTY OF Los Angeles) ss.

On this 29th day of April, in the year 1985, before me, the undersigned, a Notary Public in and for said State, personally appeared James M. Kenworthy and S. K. Pitcher, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as the Vice President and the Assistant Vice President respectively, of FIRST INTERSTATE BANK OF CALIFORNIA, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS my hand and official seal.



[Signature]
Signature

* An instrument to modify the terms of said Deed of Trust recorded July 1, 1983, as Instrument No. 83-744995 of Official Records of Los Angeles County, California.

A supplemental Deed of Trust recorded July 1, 1983, as Instrument No. 83-744996 of Official Records of Los Angeles County, California.

W.O. 2543-129
APR. 24, 1985

EXHIBIT "A"

DESCRIPTION OF INITIAL PROPERTY

LOTS 39 THROUGH 63, INCLUSIVE, LOTS 77 AND 80, TOGETHER WITH PARCELS C, F, G, H, I, K AND L OF TRACT NO. 41627, AS PER MAP FILED IN BOOK 1048, PAGES 78 TO 85 OF MAPS, RECORDS OF LOS ANGELES COUNTY, TOGETHER WITH LOTS 22 THROUGH 33, INCLUSIVE, AND LOTS 58 THROUGH 68, INCLUSIVE, AND PARCELS B, E, AND G OF TRACT NO. 41628, AS PER MAP FILED IN BOOK 1048, PAGES 86 TO 91, OF MAPS, RECORDS OF SAID COUNTY, ALL IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

THERE IS HEREBY RESERVED TO GRANTOR, TOGETHER WITH THE RIGHT TO GRANT AND TRANSFER SAME TO THE CITY OF LOS ANGELES, AN EASEMENT FOR EQUESTRIAN TRAIL PURPOSES OVER THE LAND DESCRIBED AS FOLLOWS :

BEGINNING AT THE MOST EASTERLY CORNER OF LOT 77 OF SAID TRACT NO. 41627, SAID POINT ALSO BEING ON THE SOUTHWESTERLY SIDELINE OF SESNON BOULEVARD, 100 FEET WIDE; THENCE SOUTH 54-36-27 WEST 100.00 FEET; THENCE NORTH 17-46-17 EAST 82.42 FEET TO A POINT ON A NONTANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1450.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 18-51-27 EAST, SAID POINT ALSO BEING ON SAID SIDELINE OF SESNON BOULEVARD; THENCE EASTERLY ALONG SAID CURVE AND SAID SIDELINE THROUGH A CENTRAL ANGLE OF 2-22-16, AN ARC DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

85 503164

W.O. 2543-129
APR. 24, 1985

EXHIBIT "B"

DESCRIPTION OF ANNEXABLE PROPERTY
PARCEL 1

THAT PORTION OF PARCELS A AND B, OF PARCEL MAP L. A. NO. 3586, AS PER MAP FILED IN PARCEL MAP BOOK 97, PAGES 60 TO 64 INCLUSIVE, TOGETHER WITH THAT PORTION OF SECTION 4, TOWNSHIP 2 NORTH, RANGE 16 WEST, AND THAT PORTION OF SECTION 33, TOWNSHIP 3 NORTH, RANGE 16 WEST, BOTH EX MISSION DE SAN FERNANDO, PER MAP RECORDED IN BOOK 1, PAGES 605 AND 606 OF PATENTS, ALL RECORDS OF THE COUNTY OF LOS ANGELES, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS :

BEGINNING AT THE WESTERLY TERMINUS OF THAT CERTAIN COURSE SHOWN AS BEARING NORTH 75-47-00 WEST 318.00 FEET IN THE GENERAL SOUTHERLY LINE OF SAID PARCEL A, SAID POINT ALSO BEING THE MOST WESTERLY POINT OF TRACT NO. 41627, AS PER MAP FILED IN BOOK 1048, PAGES 78 TO 85 OF MAPS, RECORDS OF SAID COUNTY, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA ; THENCE NORTHERLY ALONG SAID GENERAL SOUTHERLY LINE NORTH 3-22-59 EAST 87.88 FEET TO THE TRUE POINT OF BEGINNING; THENCE WESTERLY ALONG SAID SOUTHERLY LINE

1. SOUTH 89-29-39 WEST 148.00 FEET; THENCE
2. SOUTH 17-42-00 WEST 13.00 FEET; THENCE
3. SOUTH 56-07-00 WEST 106.00 FEET; THENCE
4. SOUTH 66-46-00 WEST 216.00 FEET; THENCE LEAVING THE GENERAL SOUTHERLY LINE OF SAID PARCEL A
5. SOUTH 70-08-36 WEST 185.27 FEET; THENCE
6. SOUTH 39-00-00 WEST 234.57 FEET; THENCE
7. SOUTH 61-21-00 WEST 139.77 FEET; THENCE
8. NORTH 70-48-00 WEST 40.46 FEET TO A POINT ON THE GENERAL SOUTHERLY LINE OF SAID PARCEL A; THENCE WESTERLY ALONG SAID SOUTHERLY LINE
9. NORTH 70-48-00 WEST 180.00 FEET; THENCE
10. SOUTH 85-38-00 WEST 211.00 FEET; THENCE
11. NORTH 26-31-00 WEST 66.00 FEET; THENCE
12. SOUTH 60-23-00 WEST 128.00 FEET; THENCE

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13. NORTH 39-51-03 WEST 47.49 FEET; THENCE
14. SOUTH 27-22-24 WEST 51.55 FEET TO A POINT ON A NONTANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 755.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 61-42-00 EAST; THENCE
15. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30-33-00, AN ARC DISTANCE OF 402.56 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 15.00 FEET; THENCE
16. NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90-00-00, AN ARC DISTANCE OF 23.56 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 500.00 FEET; THENCE
17. WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23-33-00, AN ARC DISTANCE OF 205.51 FEET; THENCE RADIAL TO SAID CURVE
18. SOUTH 21-18-00 EAST 99.00 FEET; THENCE
19. SOUTH 46-55-44 WEST 660.00 FEET; THENCE
20. SOUTH 30-10-35 EAST 163.00 FEET; THENCE
21. SOUTH 32-49-43 WEST 184.46 FEET; THENCE
22. NORTH 77-28-16 WEST 230.49 FEET; THENCE
23. NORTH 20-31-57 WEST 285.11 FEET; THENCE
24. NORTH 66-13-05 WEST 322.35 FEET; THENCE
25. SOUTH 83-45-50 WEST 204.30 FEET TO A POINT ON THE WESTERLY LINE OF SAID PARCEL A; THENCE NORTHERLY ALONG SAID WESTERLY LINE
26. NORTH 01-54-53 WEST 1147.71 FEET; THENCE
27. NORTH 61-40-24 EAST 1785.11 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 2200.00 FEET; THENCE
28. EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42-00-27, AN ARC DISTANCE OF 1612.97 FEET; THENCE TANGENT TO SAID CURVE
29. SOUTH 76-19-09 EAST 238.34 FEET TO THE NORTHERLY TERMINUS OF THAT CERTAIN COURSE ON THE GENERAL WESTERLY LINE OF TRACT NO. 41628, AS PER MAP FILED IN BOOK 1048, PAGES 86 TO 91 OF MAPS, RECORDS OF LOS ANGELES COUNTY, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, SHOWN AS BEARING NORTH 12-48-40 EAST 175.99 FEET; THENCE SOUTHERLY ALONG SAID WESTERLY LINE

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30. SOUTH 12-48-40 WEST 175.99 FEET; THENCE,
31. SOUTH 77-11-20 EAST 41.36 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 603.00 FEET; THENCE,
32. EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 2-12-47 DEGREES, AN ARC LENGTH OF 23.29 FEET; THENCE,
33. SOUTH 18-07-00 WEST 98.56 FEET; THENCE
34. NORTH 77-11-20 WEST 63.69 FEET; THENCE
35. SOUTH 15-49-00 WEST 120.69 FEET; THENCE,
36. SOUTH 5-10-00 WEST 106.97 FEET; THENCE
37. SOUTH 29-14-00 EAST 74.49 FEET; THENCE
38. SOUTH 60-46-00 WEST, 83.40 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 21.00 FEET; THENCE,
39. EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90-00-00 DEGREES, AN ARC LENGTH OF 32.99 FEET; THENCE,
40. SOUTH 60-46-59 WEST, 44.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 21.00 FEET; THENCE,
41. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90-23-08 DEGREES, AN ARC LENGTH OF 33.13 FEET TO A POINT BEGINNING A TANGENT COMPOUND CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 570.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 28-50-52 WEST; THENCE,
42. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 9-17-52 DEGREES, AN ARC LENGTH OF 92.50 FEET; THENCE,
43. SOUTH 70-27-00 WEST, 103.49 FEET; THENCE,
44. SOUTH 19-33-00 EAST, 44.00 FEET; THENCE
45. NORTH 70-27-00 EAST 1.00 FOOT TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 21.00 FEET; THENCE
46. SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90-00-00 DEGREES, AN ARC LENGTH OF 32.99 FEET; THENCE,
47. SOUTH 19-33-00 EAST, 167.71 FEET, TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 21.00 FEET; THENCE,
48. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 93-13-51 DEGREES, AN ARC LENGTH OF 34.17 FEET; THENCE,

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49. SOUTH 17-19-32 EAST, 44.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 21.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 16-22-22 WEST; THENCE,
50. SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 86-49-22 DEGREES, AN ARC LENGTH OF 30.31 FEET; THENCE,
51. SOUTH 19-33-00 EAST 57.08 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 20.00 FEET, SAID POINT ALSO BEING ON THE GENERAL NORTHERLY LINE OF TRACT NO. 41627, AS PER MAP FILED IN BOOK 1048, PAGES 78 TO 85 OF MAPS, RECORDS OF LOS ANGELES COUNTY, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, THENCE
52. SOUTHWESTERLY ALONG SAID CURVE AND SAID GENERAL NORTHERLY LINE THROUGH A CENTRAL ANGLE OF 92-58-37 AN ARC DISTANCE OF 32.46 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 925.00 FEET, THENCE
53. WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 3-08-28 AN ARC DISTANCE OF 50.71 FEET, THENCE LEAVING SAID NORTHERLY LINE AND ALONG THE GENERAL WESTERLY LINE OF SAID TRACT NO. 41627
54. SOUTH 13-25-55 EAST 100.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1025.00 FEET, SAID LAST COURSE BEING RADIAL ; THENCE
55. WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 0-02-15 AN ARC DISTANCE OF 0.67 FEET TO THE BEGINNING OF A REVERSE COMPOUND CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 20.00 FEET; THENCE
56. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 87-25-20 AN ARC DISTANCE OF 30.52 FEET; THENCE TANGENT TO SAID CURVE
57. SOUTH 10-49-00 EAST 334.56 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 302.00 FEET; THENCE
58. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25-33-36 AN ARC DISTANCE OF 134.72 FEET; THENCE LEAVING SAID GENERAL WESTERLY LINE
59. NORTH 3-22-59 EAST 11.33 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH LOTS 1 THROUGH 38, INCLUSIVE, LOTS 64 THROUGH 76, INCLUSIVE, AND LOTS 78 AND 79, TOGETHER WITH PARCELS D AND E OF TRACT NO. 41627, AS PER MAP FILED IN BOOK 1048, PAGES 78 TO 85 OF MAPS, RECORDS OF LOS ANGELES COUNTY, TOGETHER WITH LOTS 1 THROUGH 21, INCLUSIVE, AND 34 THROUGH 57, INCLUSIVE, AND LOTS 69 THROUGH 133, INCLUSIVE,

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AND PARCELS C, D, F, H, I, J, K AND L OF TRACT NO. 41628,
AS PER MAP FILED IN BOOK 1048, PAGES 86 TO 91, OF MAPS IN
SAID COUNTY, ALL IN THE CITY OF LOS ANGELES, COUNTY OF LOS
ANGELES, STATE OF CALIFORNIA.

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arb

W.O. 2543-129
APR. 24, 1985

EXHIBIT "B"

DESCRIPTION OF ANNEXABLE PROPERTY
PARCEL 2

THAT PORTION OF PARCELS A AND B, OF PARCEL MAP L. A. NO. 3586, AS PER MAP FILED IN PARCEL MAP BOOK 97, PAGES 60 TO 64 INCLUSIVE, TOGETHER WITH THAT PORTION OF SECTION 4, TOWNSHIP 2 NORTH, RANGE 16 WEST, AND THAT PORTION OF SECTION 33, TOWNSHIP 3 NORTH, RANGE 16 WEST BOTH EX MISSION DE SAN FERNANDO, PER MAP RECORDED IN BOOK 1, PAGES 605 AND 606 OF PATENTS, ALL RECORDS OF LOS ANGELES COUNTY, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS :

BEGINNING AT THE EASTERLY TERMINUS OF THAT CERTAIN COURSE SHOWN AS BEARING NORTH 73-47-00 WEST 313.00 FEET IN THE GENERAL SOUTHERLY LINE OF SAID PARCEL A; THENCE WESTERLY ALONG SAID GENERAL SOUTHERLY LINE

1. NORTH 75-47-00 WEST 313.00 FEET; THENCE
2. NORTH 3-22-59 EAST 87.88 FEET; THENCE
3. SOUTH 89-29-39 WEST 148.00 FEET; THENCE
4. SOUTH 17-42-00 WEST 13.00 FEET; THENCE
5. SOUTH 56-07-00 WEST 106.00 FEET; THENCE
6. SOUTH 66-46-00 WEST 216.00 FEET; THENCE LEAVING THE GENERAL SOUTHERLY LINE OF SAID PARCEL A
7. SOUTH 70-08-36 WEST 185.27 FEET; THENCE
8. SOUTH 39-00-00 WEST 234.57 FEET; THENCE
9. SOUTH 61-21-00 WEST 139.77 FEET; THENCE
10. NORTH 70-48-00 WEST 40.46 FEET TO A POINT ON THE GENERAL SOUTHERLY LINE OF SAID PARCEL A; THENCE WESTERLY ALONG SAID SOUTHERLY LINE
11. NORTH 70-48-00 WEST 130.00 FEET; THENCE
12. SOUTH 85-38-00 WEST 211.00 FEET; THENCE
13. NORTH 26-31-00 WEST 66.00 FEET; THENCE
14. SOUTH 60-23-00 WEST 128.00 FEET; THENCE
15. NORTH 39-51-03 WEST 47.49 FEET; THENCE

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16. SOUTH 27-22-24 WEST 51.55 FEET TO THE BEGINNING OF A NONTANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 755.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 61-42-00 EAST; THENCE
17. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30-33-00 AN ARC DISTANCE OF 402.56 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 15.00 FEET; THENCE
18. NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90-00-00 AN ARC DISTANCE OF 23.56 FEET TO THE BEGGINING OF A COMPOUND CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 500.00 FEET; THENCE
19. WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23-33-00 AN ARC DISTANCE OF 205.51 FEET; THENCE RADIAL TO SAID CURVE
20. SOUTH 21-18-00 EAST 99.00 FEET; THENCE
21. SOUTH 46-55-44 WEST 660.00 FEET; THENCE
22. SOUTH 30-10-35 EAST 163.00 FEET; THENCE
23. SOUTH 32-49-43 WEST 184.46 FEET; THENCE
24. NORTH 77-28-16 WEST 230.49 FEET; THENCE
25. NORTH 20-31-57 WEST 235.11 FEET; THENCE
26. NORTH 66-13-05 WEST 322.35 FEET; THENCE
27. SOUTH 83-45-40 WEST 204.30 FEET TO A POINT ON THE GENERAL WESTERLY LINE OF SAID PARCEL B; THENCE SOUTHERLY ALONG SAID GENERAL WESTERLY LINE
28. SOUTH 01-54-53 EAST 152.29 FEET; THENCE
29. SOUTH 14-53-23 EAST 279.00 FEET; THENCE
30. SOUTH 47-10-00 EAST 280.00 FEET; THENCE
31. SOUTH 31-00-00 EAST 175.00 FEET; THENCE
32. SOUTH 48-20-00 EAST 609.00 FEET; THENCE
33. SOUTH 63-38-00 EAST 631.00 FEET; THENCE
34. SOUTH 33-40-00 EAST 361.00 FEET; THENCE
35. SOUTH 8-08-00 EAST 318.00 FEET; THENCE
36. SOUTH 47-00-00 EAST 103.00 FEET; THENCE
37. NORTH 48-43-00 EAST 180.00 FEET TO THE BEGINNING OF A

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- NON-TANGENT CONCAVE NORTHEASTERLY HAVING A RADIUS OF 475.00 FEET, SAID LAST COURSE BEING RADIAL; THENCE
38. SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28-46-00, AN ARC DISTANCE OF 238.49 FEET; THENCE TANGENT TO SAID CURVE
 39. SOUTH 70-03-00 EAST 87.84 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 20.00 FEET; THENCE
 40. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 87-44-37 AN ARC DISTANCE OF 30.63 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1250.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 72-18-23 EAST, SAID POINT ALSO BEING ON THE WESTERLY SIDELINE OF TAMPA AVENUE, 100.00 FEET WIDE AS SHOWN ON SAID MAP; THENCE
 41. NORTHEASTERLY ALONG SAID CURVE AND SIDELINE THROUGH A CENTRAL ANGLE OF 4-30-46, AN ARC DISTANCE OF 98.45 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 20.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 67-47-37 WEST; THENCE LEAVING SAID WESTERLY SIDELINE
 42. WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 87-44-37, AN ARC DISTANCE OF 30.63 FEET; THENCE TANGENT TO SAID CURVE
 43. NORTH 70-03-00 WEST 87.84 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 415.00 FEET; THENCE
 44. NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 44-42-30 AN ARC DISTANCE OF 323.83 FEET; THENCE
 45. NORTH 51-18-15 EAST 164.00 FEET; THENCE
 46. NORTH 27-40-00 EAST 444.00 FEET; THENCE
 47. NORTH 17-05-00 WEST 170.00 FEET TO A POINT ON A NONTANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 524.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 53-00-00 EAST; THENCE
 48. NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15-30-00, AN ARC DISTANCE OF 141.76 FEET; THENCE
 49. NORTH 52-30-00 EAST 20.00 FEET; THENCE
 50. SOUTH 50-25-00 EAST 141.00 FEET; THENCE
 51. NORTH 48-15-00 EAST 543.00 FEET; THENCE
 52. NORTH 37-25-00 EAST 444.00 FEET; THENCE

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- 53. NORTH 75-20-02 EAST 136.65 FEET; THENCE
- 54. NORTH 11-52-07 WEST 187.79 FEET; THENCE
- 55. NORTH 87-13-32 EAST 79.62 FEET; THENCE
- 56. NORTH 6-50-00 EAST 265.00 FEET; THENCE
- 57. NORTH 20-50-00 EAST 112.00 FEET; THENCE
- 58. NORTH 34-00-00 EAST 240.35 FEET TO THE POINT OF BEGINNING

EXCEPTING THEREFROM THAT PORTION OF SAID SECTION 4 INCLUDED WITHIN THE LAND DESCRIBED IN PARCEL 9 OF THE DEED RECORDED IN BOOK D3954, PAGE 626 OF OFFICIAL RECORDS.

CONTAINING 84.09 ACRES.

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W.O. 2543-129
APR. 24, 1985

EXHIBIT "C"

DESCRIPTION OF ANNEXABLE PROPERTY

LOTS 1 THROUGH 21, INCLUSIVE, LOTS 34 THROUGH 57 INCLUSIVE, AND LOTS 69 THROUGH 133, INCLUSIVE OF TRACT NO. 41628, AS PER MAP FILED IN BOOK 1048, PAGES 86 TO 91, OF MAPS, RECORDS OF LOS ANGELES COUNTY, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA; TOGETHER WITH THAT PORTION OF SECTIONS 33 AND 34, TOWNSHIP 3 NORTH, RANGE 16 WEST EX MISSION DE SAN FERNANDO IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 1, PAGE 605 OF PATENTS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS :

COMMENCING AT THE MOST NORTHERLY CORNER OF SAID TRACT NO. 41628, ; THENCE SOUTHERLY ALONG THE GENERAL WESTERLY LINE OF SAID TRACT NO. 41628 SOUTH 13-40-51 WEST 50.00 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT ALSO BEING ON THE SOUTHERLY SIDELINE OF SESNON BOULEVARD, 50 FEET WIDE AS SHOWN ON SAID MAP; THENCE

1. SOUTH 12-48-40 175.99 FEET; THENCE,
2. SOUTH 77-11-20 EAST 41.36 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 603.00 FEET; THENCE,
3. EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 2-12-47 DEGREES, AN ARC LENGTH OF 23.29 FEET; THENCE,
4. SOUTH 18-07-00 WEST 98.56 FEET; THENCE
5. NORTH 77-11-20 WEST 63.69 FEET; THENCE
6. SOUTH 15-49-00 WEST 120.69 FEET; THENCE,
7. SOUTH 5-10-00 WEST 106.97 FEET; THENCE
8. SOUTH 29-14-00 EAST 74.49 FEET; THENCE
9. SOUTH 60-46-00 WEST, 83.40 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 21.00 FEET, THENCE
10. EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90-00-00 DEGREES, AN ARC LENGTH OF 32.99 FEET; THENCE,
11. SOUTH 60-46-59 WEST, 44.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 21.00 FEET, SAID LAST COURSE BEING RADIAL; THENCE

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12. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90-23-08 DEGREES, AN ARC LENGTH OF 33.13 FEET TO A POINT BEGINNING A TANGENT COMPOUND CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 570.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 28-50-52 WEST; THENCE,
13. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 9-17-52 DEGREES, AN ARC LENGTH OF 92.50 FEET; THENCE,
14. SOUTH 70-27-00 WEST, 103.49 FEET; THENCE,
15. SOUTH 19-33-00 EAST, 44.00 FEET; THENCE
16. NORTH 70-27-00 EAST 1.00 FOOT TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 21.00 FEET; THENCE
17. SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90-00-00 DEGREES, AN ARC LENGTH OF 32.99 FEET; THENCE,
18. SOUTH 19-33-00 EAST, 167.71 FEET, TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 21.00 FEET; THENCE,
19. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 93-13-51 DEGREES, AN ARC LENGTH OF 34.17 FEET; THENCE,
20. SOUTH 17-19-32 EAST, 44.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 21.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 16-22-22 WEST; THENCE,
21. SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 86-49-22 DEGREES, AN ARC LENGTH OF 30.31 FEET; THENCE,
22. SOUTH 19-33-00 EAST 57.08 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 20.00 FEET, THENCE LEAVING SAID GENERAL WESTERLY LINE AND
23. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 92-58-37 AN ARC DISTANCE OF 32.46 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 925.00 FEET, THENCE
24. WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27-12-23 AN ARC DISTANCE OF 439.23 FEET, THENCE TANGENT TO SAID CURVE
25. NORTH 79-22-00 WEST 80.32 FEET, THENCE
26. NORTH 5-00-00 WEST 281.05 FEET, THENCE
27. NORTH 3-55-30 WEST 318.63 FEET; THENCE
28. NORTH 22-20-00 WEST 124.00 FEET, THENCE

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29. NORTH 18-50-00 WEST 105.14 FEET, THENCE
30. NORTH 47-24-00 EAST 62.08 FEET, THENCE
31. NORTH 9-38-00 WEST 211.49 FEET; THENCE
32. NORTH 8-08-45 WEST 141.95 FEET TO A POINT ON SAID SOUTHERLY SIDELINE OF SESNON BOULEVARD, SAID POINT ALSO BEING ON A NONTANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 2200.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 4-03-55 EAST, THENCE
33. EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17-44-46, AN ARC DISTANCE OF 681.40 FEET; THENCE TANGENT TO SAID CURVE
34. SOUTH 76-19-09 EAST 238.34 FEET TO THE POINT OF BEGINNING.

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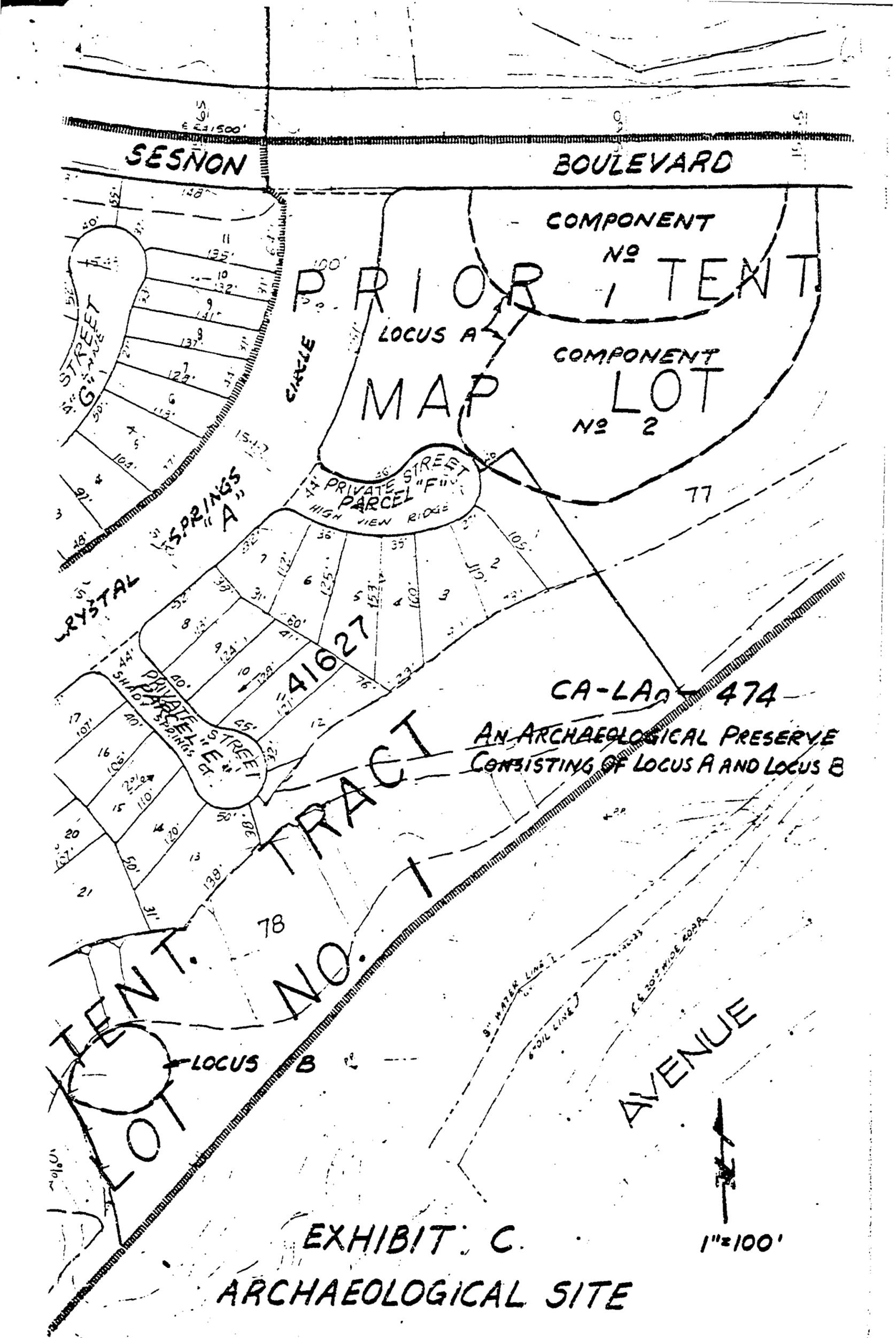


EXHIBIT: C.
ARCHAEOLOGICAL SITE