

5452

BK 35C2PG 1148

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

\$11.00
C12

Broadmoor Homes.
17500 Red Hill Avenue
Irvine, California 92714
Attn: D. Stephens

RECORDING REQUESTED BY
FIRST AMERICAN TITLE INS. CO.
RECORDED IN OFFICIAL RECORDS
OF ORANGE COUNTY, CALIFORNIA

-3 25 PM APR 3 1980

LEE A. BRANCH, County Recorder

(Space above this line for Recorder's use)

SUPPLEMENTARY DECLARATION OF COVENANTS,

CONDITIONS AND RESTRICTIONS

FOR

RANCHO DOMINGUEZ

SINGLE FAMILY HOMES

(Phase 3)

THIS SUPPLEMENTARY DECLARATION is made this 28th
day of March, 1980, by Genstar Development Inc.,
(Broadmoor Homes Division) ["Broadmoor"]. Broadmoor shall be
referred to hereinbelow as the "Declarant." Declarant is the
successor of Broadmoor Homes, Inc. (the prior "Declarant"
under the Declaration referred to in Recital B below), having
acquired said entity's entire fee interest in the Project
(as defined in the Declaration).

RECITALS

A. Declarant is the owner and developer of
certain real property ("Phase 3") in the County of Orange,
State of California, more particularly described as follows:

C.R. 59016

Lots 1 through 26, inclusive, of Tract No. 9958, as shown on the map recorded in Book 425, Pages 1 through 3, inclusive, of Miscellaneous Maps, records of Orange County, California.

B. Declarant will convey Phase 3 subject to the protective covenants, conditions, restrictions, reservations, liens and charges as set forth herein and in that certain Declaration of Covenants, Conditions and Restrictions for Rancho Dominguez Single Family Homes, as amended and supplemented ("Declaration") recorded July 20, 1978, in Book 12766, Pages 859 through 907, inclusive, of Official Records of Orange County, California.

NOW, THEREFORE, it is declared as follows:

1. Definitions. The definitions set forth in Article I of the Declaration are incorporated herein by this reference.
2. Annexation. Phase 3 is hereby annexed, pursuant to Section 2 of Article II of the Declaration, to Phase 1 and is hereby made subject to all the terms, covenants, conditions and provisions set forth in the Declaration, to all intents and purposes as though Phase 3 were a part of the Declaration.
3. Use. Except as provided in Section 11 of Article XVI of the Declaration, no building, structure or improvement shall be constructed, erected, altered, placed or permitted to remain on any of the Lots within Phase 3 other than a residential dwelling and customary appurtenances designed for occupation by not more than one Family.
4. Slope Control Areas. In addition to the duties and powers enumerated in its Articles of Incorporation and By-Laws, or elsewhere provided for herein and in the Declaration, and without limiting the generalities thereof,

the Association shall maintain, or cause to be maintained, substantially as originally improved by the Declarant or as may be further improved or modified with the consent of the Architectural Committee and the Board, the landscaped slope areas ("Landscaped Slope Control Areas") more particularly described in the Slope Control Areas Easement Plan attached hereto as Exhibit "A" and incorporated herein by this reference and all landscaping and improvements therein (including drainage or irrigation facilities and systems), in a neat, safe, sanitary and orderly condition (including the repair and replacement of landscaping and improvements when necessary or appropriate) and in such a manner as to enhance their appearance and to preserve established slope ratios, prevent erosion and sliding problems, and facilitate the orderly discharge of water through established drainage systems.

5. Maintenance Areas and Owner Maintenance Limitations. (a) To the extent not covered by insurance carried by the Association, the cost of any Landscaped Slope Control Areas maintenance services required to be performed by the Association in accordance with Section 4 hereinabove within the Project which are caused by earthquakes, fire, acts of God, riot, civil insurrection or by any other cause, except ordinary wear, tear, or deterioration or the negligence or willful misconduct of the Association in the performance or nonperformance of its duties hereunder or under the Declaration, shall be borne by the Owner for whose benefit the maintenance services were performed.

(b) The cost of any Landscaped Slope Control Areas maintenance services required to be performed by

the Association in accordance with Section 4 hereinabove within the Project which are caused by the negligence or willful misconduct of any Owner, or his Family, relatives, guests or invitees, both minor and adult, shall be borne entirely by such Owner.

(c) No Owner shall provide or cause to be provided any of the maintenance services required to be performed by the Association in accordance with Section 4 hereinabove unless the Board approves the Owner's performance of such services.

(d) Any of the costs required to be paid by an Owner hereunder, if not timely paid, shall be a Special Assessment.

(e) No trees, shrubs, plants or other landscaping shall be installed by any Owner upon any Landscaped Slope Control Areas without the prior written consent of the Architectural Committee and the Board. Any such approved trees, shrubs, plants or other landscaping shall be maintained by the Owner thereof at his own cost and expense entirely in a neat, safe, sanitary and orderly condition and in such a manner as to enhance their appearance and to preserve established slope ratios, prevent erosion and sliding problems, and facilitate the orderly discharge of water through established drainage systems and patterns; provided, however, upon approval of the Board, such maintenance and/or the cost and expense thereof may be assumed by the Association upon such reasonable terms and conditions as the Board may determine.

6. Easement and License. There shall be granted to the Association over the Landscaped Slope Control Areas an easement or easements for purposes of maintenance of said Areas in accordance with the provisions of Section 4 hereinabove, together with a license in favor of the Association, its agents and representatives, to traverse upon such additional contiguous property as shall be necessary to gain access to the Landscaped Slope Control Areas and to gain access to any Common Area or other Maintenance Area. Each Owner agrees, for himself and his heirs, successors, executors, administrators and assigns, that he will permit free access by the Association and its authorized agents and representatives for the purpose of exercising its rights and duties with respect to the Landscaped Slope Control Areas, other Maintenance Area and Common Area. The Association shall have the right to alter, trim and otherwise modify and to maintain trees, plants, shrubs and other landscaping on the Landscaped Slope Control Areas and no Owner shall alter, trim or remove trees, plants, shrubs or landscaping on the Landscaped Slope Control Areas without the prior written approval of the Board.

7. Amendment. This Supplementary Declaration may be amended only in accordance with Section 2, Article XVI of the Declaration; provided, however, that before the conveyance of the first Lot in Phase 3 which is improved with a Unit, this Supplementary Declaration may be amended by the Declarant without complying with the provisions of

said Article XVI, Section 2. Any amendment must be properly recorded.

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

GENSTAR DEVELOPMENT INC.
(Broadmoor Homes Division)

By

Its

By

Its

"Declarant"

STATE OF CALIFORNIA)

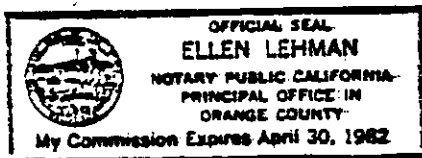
COUNTY OF ORANGE)

ss.

On March 28, 1980, before me, the undersigned, a Notary Public in and for said State, personally appeared Sid Roach, known to me to be the VICE President, and Gordon D. Youde, known to me to be the Authorized Agent of Genstar Development Inc. (Broadmoor Homes Division), the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of Genstar Development Inc. (Broadmoor Homes Division), and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Ellen Lehman
Notary Public



IN THE EVENT OF ANY VARIANCE BETWEEN THE SLOPES SHOWN ON THIS PLAN THUSLY () AND SLOPES AS ACTUALLY FINALLY GRADED, THE SLOPES AS FINALLY GRADED WILL SUPERSEDE THOSE SHOWN ON THIS PLAN.

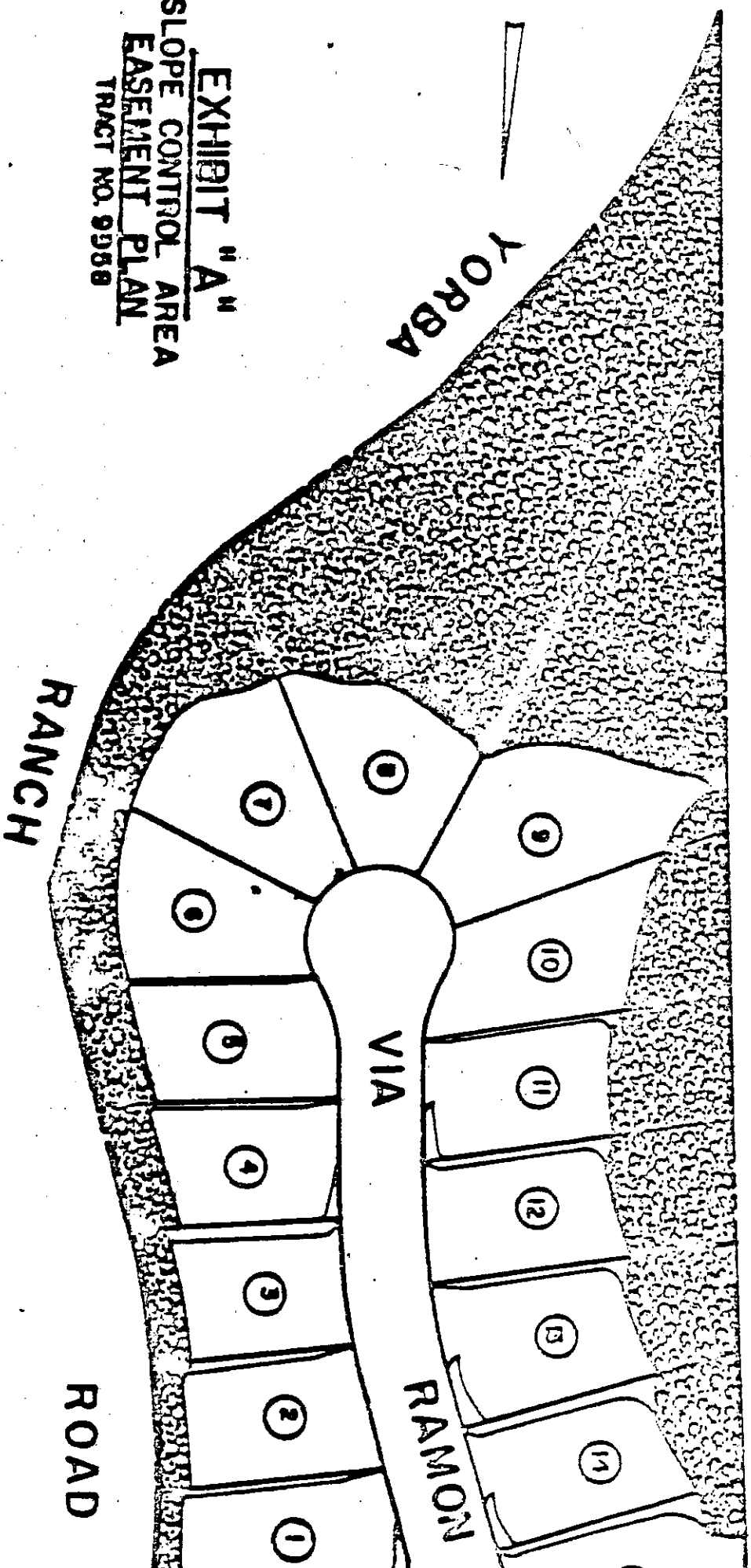
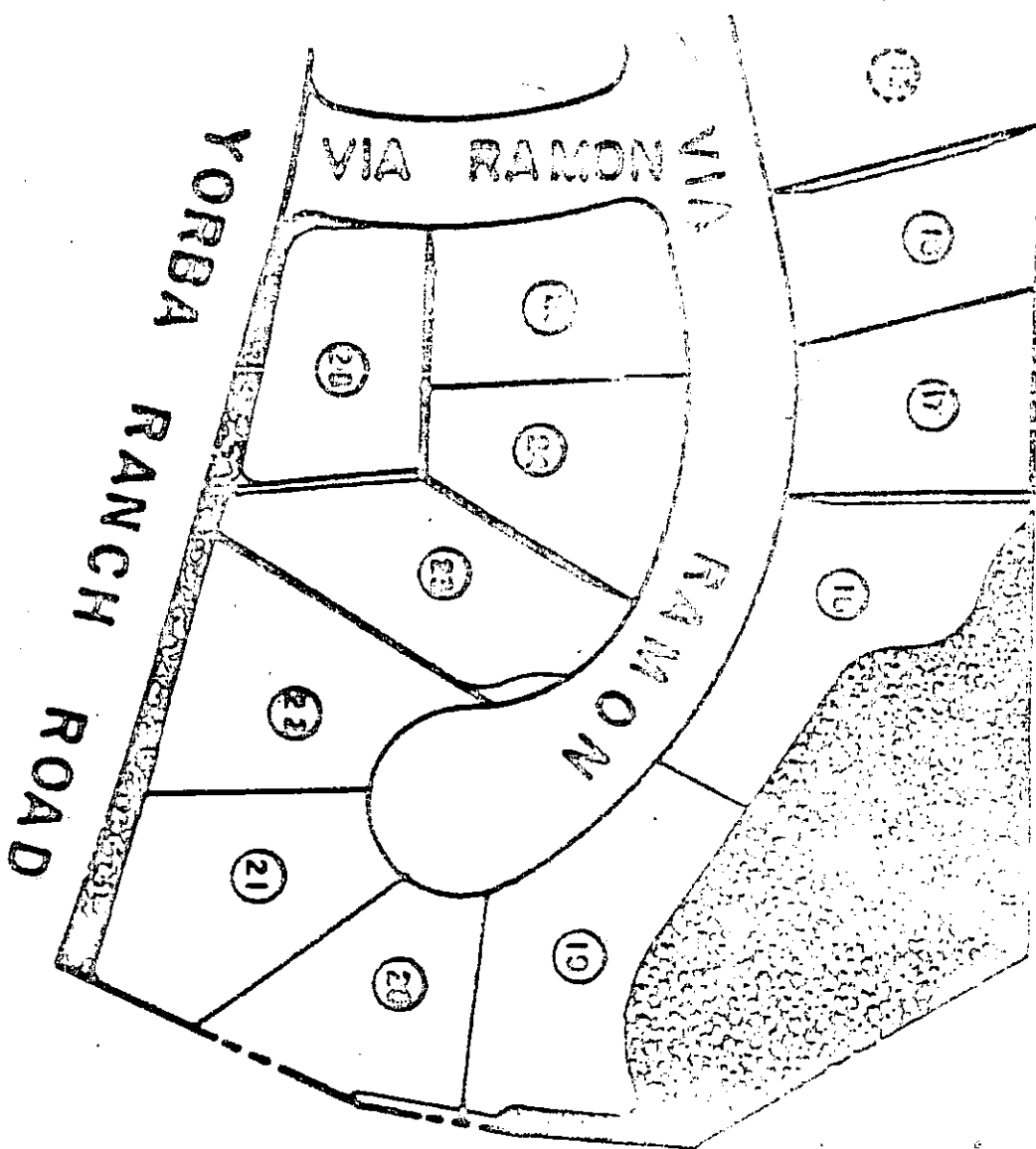


EXHIBIT "A"
SLOPE CONTROL AREA
EASEMENT PLAN
TRACT NO. 9988



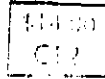
IN THE EVENT OF ANY CHANGE IN THE SLOPE CONTROL, THIS PLAN TRUSTEES AND SLOPES AS ACTUALLY GRADED. THE SLOPES AS FINALLY GRADED WILL BE THOSE SHOWN ON THIS PLAN.

EXHIBIT "A"
SLOPE CONTROL A
EASEMENT PLAN
 TRACT NO. 9938

32239

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Broadmoor Homes
17500 Red Hill Avenue
Irvine, California 92714
Attn: Mr. R. Saienni



RECORDING REQUESTED BY
FIRST AMERICAN TITLE INS. CO.
RECORDED IN OFFICIAL RECORDS
OF ORANGE COUNTY, CALIFORNIA

11:40 A.M. JUL 29 '80

LEE A. BRANCH, County Recorder

(Space above this line for Recorder's use)

SUPPLEMENTARY DECLARATION OF COVENANTS,

CONDITIONS AND RESTRICTIONS

FOR

RANCHO DOMINGUEZ

SINGLE FAMILY HOMES

(Phase 4)

THIS SUPPLEMENTARY DECLARATION is made this 25th
day of July, 1980, by Genstar Development Inc.
(Broadmoor Homes Division) ["Broadmoor"]. Broadmoor shall be
referred to hereinbelow as the "Declarant." Declarant is the
successor of Broadmoor Homes, Inc. (the prior "Declarant"
under the Declaration referred to in Recital B below), having
acquired said entity's entire fee interest in the Project
(as defined in the Declaration).

RECITALS

A. Declarant is the owner and developer of
certain real property ("Phase 4") in the County of Orange,
State of California, more particularly described as follows:

Lots 1 through 11, inclusive, of
Tract No. 9956, as shown on the map

Recorded in Book 444, Pages 47 and
48 of Miscellaneous Maps, Records
of Orange County, California.

B. Declarant will convey Phase 4 subject to the protective covenants, conditions, restrictions, reservations, liens and charges as set forth herein and in that certain Declaration of Covenants, Conditions and Restrictions for Rancho Dominguez Single Family Homes, as amended and supplemented ("Declaration") recorded July 20, 1978, in Book 12766, Pages 859 through 907, inclusive, of Official Records of Orange County, California.

NOW, THEREFORE, it is declared as follows:

1. Definitions. The definitions set forth in Article I of the Declaration are incorporated herein by this reference.
2. Annexation. Phase 4 is hereby annexed, pursuant to Section 2 of Article II of the Declaration, to Phase 1 and is hereby made subject to all the terms, covenants, conditions and provisions set forth in the Declaration, to all intents and purposes as though Phase 4 were a part of the Declaration.
3. Use. Except as provided in Section 11 of Article XVI of the Declaration, no building, structure or improvement shall be constructed, erected, altered, placed or permitted to remain on any of the lots within Phase 4 other than a residential dwelling and customary appurtenances designed for occupation by not more than one family.
4. Slope Control Areas. In addition to the duties and powers enumerated in its Articles of Incorporation and By-Laws, or elsewhere provided for herein and in the Declaration, and without limiting the generalities thereof,

the Association in accordance with Section 4 hereinabove within the Project which are caused by the negligence or willful misconduct of any Owner, or his Family, relatives, guests or invitees, both minor and adult, shall be borne entirely by such Owner.

(c) No Owner shall provide or cause to be provided any of the maintenance services required to be performed by the Association in accordance with Section 4 hereinabove unless the Board approves the Owner's performance of such services.

(d) Any of the costs required to be paid by an Owner hereunder, if not timely paid, shall be a Special Assessment.

(e) No trees, shrubs, plants or other landscaping shall be installed by any Owner upon any Landscaped Slope Control Areas without the prior written consent of the Architectural Committee and the Board. Any such approved trees, shrubs, plants or other landscaping shall be maintained by the Owner thereof at his own cost and expense entirely in a neat, safe, sanitary and orderly condition and in such a manner as to enhance their appearance and to preserve established slope ratios, prevent erosion and sliding problems, and facilitate the orderly discharge of water through established drainage systems and patterns; provided, however, upon approval of the Board, such maintenance and/or the cost and expense thereof may be assumed by the Association upon such reasonable terms and conditions as the Board may determine.

6. Easement and License. There shall be granted to the Association over the Landscaped Slope Control Areas an easement or easements for purposes of maintenance of said Areas in accordance with the provisions of Section 4 hereinabove, together with a license in favor of the Association, its agents and representatives, to traverse upon such additional contiguous property as shall be necessary to gain access to the Landscaped Slope Control Areas and to gain access to any Common Area or other Maintenance Area. Each Owner agrees, for himself and his heirs, successors, executors, administrators and assigns, that he will permit free access by the Association and its authorized agents and representatives for the purpose of exercising its rights and duties with respect to the Landscaped Slope Control Areas, other Maintenance Area and Common Area. The Association shall have the right to alter, trim and otherwise modify and to maintain trees, plants, shrubs and other landscaping on the Landscaped Slope Control Areas and no Owner shall alter, trim or remove trees, plants, shrubs or landscaping on the Landscaped Slope Control Areas without the prior written approval of the Board.

7. Amendment. This Supplementary Declaration may be amended only in accordance with Section 2, Article XVI of the Declaration; provided, however, that before the conveyance of the first lot in Phase 4 which is improved with a Unit, this Supplementary Declaration may be amended by the Declarant without complying with the provisions of

the Association shall maintain, or cause to be maintained, substantially as originally improved by the Declarant or as may be further improved or modified with the consent of the Architectural Committee and the Board, the landscaped slope areas ("Landscaped Slope Control Areas") more particularly described in the Slope Control Areas Easement Plan attached hereto as Exhibit "A" and incorporated herein by this reference and all landscaping and improvements therein (including drainage or irrigation facilities and systems), in a neat, safe, sanitary and orderly condition (including the repair and replacement of landscaping and improvements when necessary or appropriate) and in such a manner as to enhance their appearance and to preserve established slope ratios, prevent erosion and sliding problems, and facilitate the orderly discharge of water through established drainage systems.

5. Maintenance Areas and Owner Maintenance Limitations. (a) To the extent not covered by insurance carried by the Association, the cost of any Landscaped Slope Control Areas maintenance services required to be performed by the Association in accordance with Section 4 hereinabove within the Project which are caused by earthquake, fire, acts of God, riot, civil insurrection or by any other cause, except ordinary wear, tear, or deterioration or the negligence or willful misconduct of the Association in the performance or nonperformance of its duties hereunder or under the Declaration, shall be borne by the Owner for whose benefit the maintenance services were performed.

(b) The cost of any Landscaped Slope Control Areas maintenance services required to be performed by

said Article XVI, Section 2. Any amendment must be properly recorded.

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

GENSTAR DEVELOPMENT INC.
(Broadmoor Homes Division)

By William Schultz
William Schultz
Its Vice President
By Ronald C. Salmon
Ronald C. Salmon
Its Authorized Agent

"Declarant"

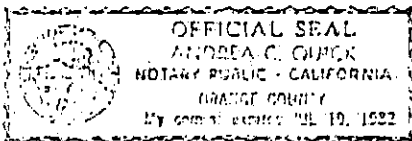
STATE OF CALIFORNIA)

) ss.

COUNTY OF ORANGE)

On July 25, 1980, before me, the undersigned, a Notary Public in and for said State, personally appeared William Schulz, known to me to be the Vice President, and Ronald C. Mazzoni, known to me to be the Authorized Agent of Genstar Development Inc. (Broadmoor Homes Division), the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of Genstar Development Inc. (Broadmoor Homes Division), and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.



Andrea C. Quirk
Notary Public

The undersigned, UNITED CALIFORNIA BANK, a California Corporation beneficiary under that certain deed of trust recorded July 31, 1978, in Book 12778 Page 1934 Official Records, Orange County, California, hereby consents to the within Supplementary Declaration of Covenants, Conditions and Restrictions for Rancho Dominguez Single Family Homes (Phase 4) and hereby subordinates the lien of said deed of trust to the provisions contained herein.

UNITED CALIFORNIA BANK, a California Corporation

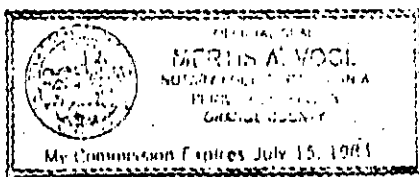
By [Signature]
J. D. Vanik
Its Vice President

By [Signature]
H. Ruggaber
Its Assistant Secretary

STATE OF CALIFORNIA)
COUNTY OF Orange) ss.

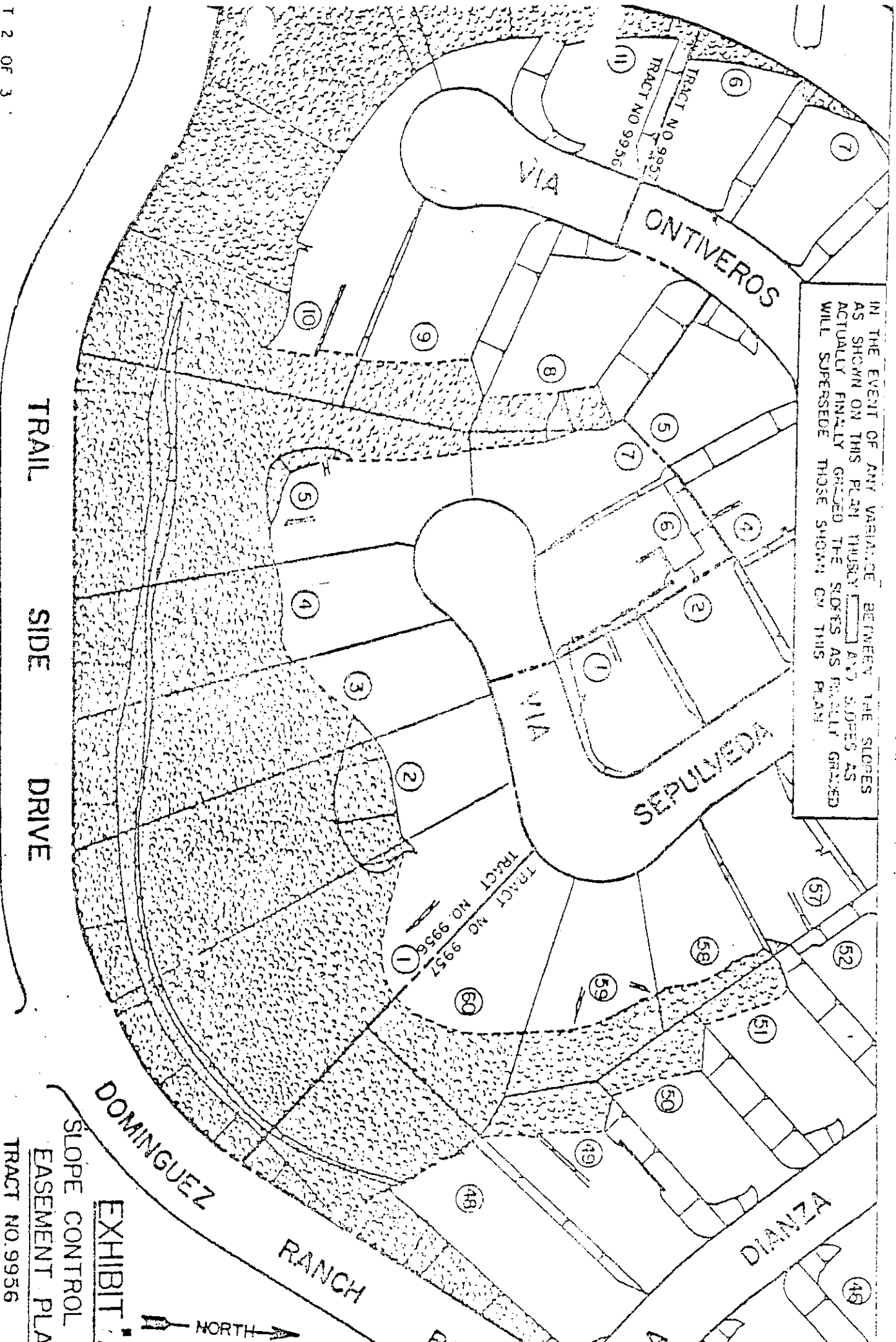
On July 28, 1980, before me, the undersigned, a Notary Public in and for said State, personally appeared J. D. Vanik, known to me to be the Vice President, and H. Ruggaber, known to me to be the Assistant Secretary of United California Bank, the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of said corporation, and acknowledged to me that said corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.



[Signature]
Notary Public

IN THE EVENT OF ANY VARIANCE BETWEEN THE SLOPES AS SHOWN ON THIS PLAN THUSLY AND SLOPES AS ACTUALLY FINALLY GRADED THE SLOPES AS FINALLY GRADED WILL SUPERSEDE THOSE SHOWN ON THIS PLAN



TRAIL SIDE DRIVE

DOMINGUEZ RANCH

VIA ONTIVEROS

VIA SEPULVEDA

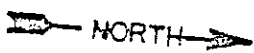
DIANZA

EXHIBIT

SLOPE CONTROL

EASEMENT PLA

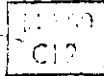
TRACT NO. 9956



32241

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Broadmoor Homes
17500 Red Hill Avenue
Irvine, California 92714
Attn: Mr. R. Saienni



RECORDING REQUESTED BY
WEST AMERICAN TITLE INS. CO.
COUNTY CLERK'S OFFICE
COUNTY OF ORANGE, CALIFORNIA

11:46 A.M. JUL 29 '80

LEE A. BRANCH, County Recorder

(Space above this line for Recorder's use)

SUPPLEMENTARY DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

FOR

RANCHO DOMINGUEZ

SINGLE FAMILY HOMES

(Phase 5)

THIS SUPPLEMENTARY DECLARATION is made this 25th
day of July, 1980, by Genstar Development Inc.
(Broadmoor Homes Division) ["Broadmoor"]. Broadmoor shall be
referred to hereinbelow as the "Declarant." Declarant is the
successor of Broadmoor Homes, Inc. (the prior "Declarant"
under the Declaration referred to in Recital B below), having
acquired said entity's entire fee interest in the Project
(as defined in the Declaration).

RECITALS

A. Declarant is the owner and developer of
certain real property ("Phase 5") in the County of Orange,
State of California, more particularly described as follows:

Lots 1 through 19, inclusive, of
Tract No. 10267, as shown on the map

recorded in Book 438, Pages 1 through 3, inclusive, of Miscellaneous Maps, records of Orange County, California.

B. Declarant will convey Phase 5 subject to the protective covenants, conditions, restrictions, reservations, liens and charges as set forth herein and in that certain Declaration of Covenants, Conditions and Restrictions for Rancho Dominguez Single Family Homes, as amended and supplemented ("Declaration") recorded July 20, 1978, in Book 12766, Pages 859 through 907, inclusive, of Official Records of Orange County, California.

NOW, THEREFORE, it is declared as follows:

1. Definitions. The definitions set forth in Article I of the Declaration are incorporated herein by this reference.

2. Annexation. Phase 5 is hereby annexed, pursuant to Section 2 of Article II of the Declaration, to Phase 1 and is hereby made subject to all the terms, covenants, conditions and provisions set forth in the Declaration, to all intents and purposes as though Phase 5 were a part of the Declaration.

3. Use. Except as provided in Section 11 of Article XVI of the Declaration, no building, structure or improvement shall be constructed, erected, altered, placed or permitted to remain on any of the Lots within Phase 5 other than a residential dwelling and customary appurtenances designed for occupation by not more than one Family.

4. Slope Control Areas. In addition to the duties and powers enumerated in its Articles of Incorporation and By-Laws, or elsewhere provided for herein and in the Declaration, and without limiting the generalities thereof,

the Association shall maintain, or cause to be maintained, substantially as originally improved by the Declarant or as may be further improved or modified with the consent of the Architectural Committee and the Board), the landscaped slope areas ("Landscaped Slope Control Areas") more particularly described in the Slope Control Areas Easement Plan attached hereto as Exhibit "A" and incorporated herein by this reference and all landscaping and improvements therein (including drainage or irrigation facilities and systems), in a neat, safe, sanitary and orderly condition (including the repair and replacement of landscaping and improvements when necessary or appropriate) and in such a manner as to enhance their appearance and to preserve established slope ratios, prevent erosion and sliding problems, and facilitate the orderly discharge of water through established drainage systems.

5. Maintenance Areas and Owner Maintenance Limitations. (a) To the extent ~~not~~ covered by insurance carried by the Association, the cost of any Landscaped Slope Control Areas maintenance services required to be performed by the Association in accordance with Section 4 hereinabove within the Project which are caused by earthquake, fire, acts of God, riot, civil insurrection or by any other cause, except ordinary wear, tear, or deterioration or the negligence or willful misconduct of the Association in the performance or nonperformance of its duties hereunder or under the Declaration, shall be borne by the Owner for whose benefit the maintenance services were performed.

(b) The cost of any Landscaped Slope Control Areas maintenance services required to be performed by

the Association in accordance with Section 3 hereinabove within the Project which are caused by the negligence or willful misconduct of any Owner, or his family, relatives, guests or invitees, both minor and adult, shall be borne entirely by such Owner.

(c) No Owner shall provide or cause to be provided any of the maintenance services required to be performed by the Association in accordance with Section 4 hereinabove unless the Board approves the Owner's performance of such services.

(d) Any of the costs required to be paid by an Owner hereunder, if not timely paid, shall be a Special Assessment.

(e) No trees, shrubs, plants or other landscaping shall be installed by any Owner upon any Landscaped Slope Control Areas without the prior written consent of the Architectural Committee and the Board. Any such approved trees, shrubs, plants or other landscaping shall be maintained by the Owner thereof at his own cost and expense entirely in a neat, safe, sanitary and orderly condition and in such a manner as to enhance their appearance and to preserve established slope ratios, prevent erosion and sliding problems, and facilitate the orderly discharge of water through established drainage systems and patterns; provided, however, upon approval of the Board, such maintenance and/or the cost and expense thereof may be assumed by the Association upon such reasonable terms and conditions as the Board may determine.

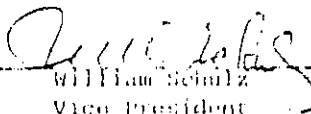
6. Easement and License. There shall be granted to the Association over the Landscaped Slope Control Areas an easement or easements for purposes of maintenance of said Areas in accordance with the provisions of Section 4 hereinabove, together with a license in favor of the Association, its agents and representatives, to traverse upon such additional contiguous property as shall be necessary to gain access to the Landscaped Slope Control Areas and to gain access to any Common Area or other Maintenance Area. Each Owner agrees, for himself and his heirs, successors, executors, administrators and assigns, that he will permit free access by the Association and its authorized agents and representatives for the purpose of exercising its rights and duties with respect to the Landscaped Slope Control Areas, other Maintenance Area and Common Area. The Association shall have the right to alter, trim and otherwise modify and to maintain trees, plants, shrubs and other landscaping on the Landscaped Slope Control Areas and no Owner shall alter, trim or remove trees, plants, shrubs or landscaping on the Landscaped Slope Control Areas without the prior written approval of the Board.


7. Amendment. This Supplementary Declaration may be amended only in accordance with Section 2, Article XVI of the Declaration; provided, however, that before the conveyance of the first Lot in Phase 5 which is improved with a Unit, this Supplementary Declaration may be amended by the Declarant without complying with the provisions of

said Article XVI, Section 2. Any amendment must be properly recorded.

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

GENSTAR DEVELOPMENT INC.
(Broadmoor Homes Division)

By 
William Schulz
Its Vice President

By 
Ronald E. National
Its Authorized Agent

"Declarant"

STATE OF CALIFORNIA

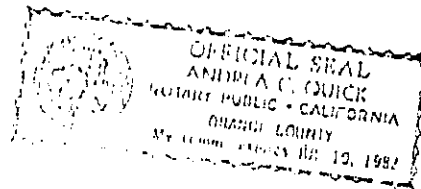
COUNTY OF ORANGE

ss.

On July 25, 1980, before me, the undersigned, a Notary Public in and for said State, personally appeared William Schultz, known to me to be the Vice President, and Donald C. Silemi, known to me to be the Authorized Agent, of Genstar Development Inc. (Broadmoor Homes Division), the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of Genstar Development Inc. (Broadmoor Homes Division), and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Andrea C. Quick
Notary Public



1000176 109

The undersigned, UNITED CALIFORNIA BANK, a California Corporation beneficiary under that certain deed of trust recorded August 10, 1979, in Book 13243, Page 1247, Official Records, Orange County, California, hereby consents to the within Supplementary Declaration of Covenants, Conditions and Restrictions for Raythe Designed Single Family Homes (Phase 5) and hereby subordinates the lien of said deed of trust to the provisions contained herein.

UNITED CALIFORNIA BANK, a California Corporation

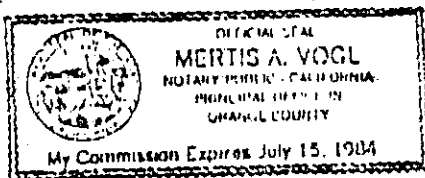
By [Signature]
J. D. Vanik
Its Vice President

By [Signature]
H. Ruggaber
Its Assistant Secretary

STATE OF CALIFORNIA)
COUNTY OF Orange) ss.

On July 28, 1980, before me, the undersigned, a Notary Public in and for said State, personally appeared J. D. Vanik, known to me to be the Vice President, and H. Ruggaber, known to me to be the Assistant Secretary of United California Bank, the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of said corporation, and acknowledged to me that said corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.



[Signature]
Notary Public

THE EVENT OF ANY VARIANCE BETWEEN THE SLOPES SHOWN ON
THIS PLAN THUSLY ~~BEING~~ AND SLOPES AS ACTUALLY FINALLY GRADED
THE SLOPES AS FINALLY GRADED WILL SUPERSEDE THOSE SHOWN
IN THIS PLAN

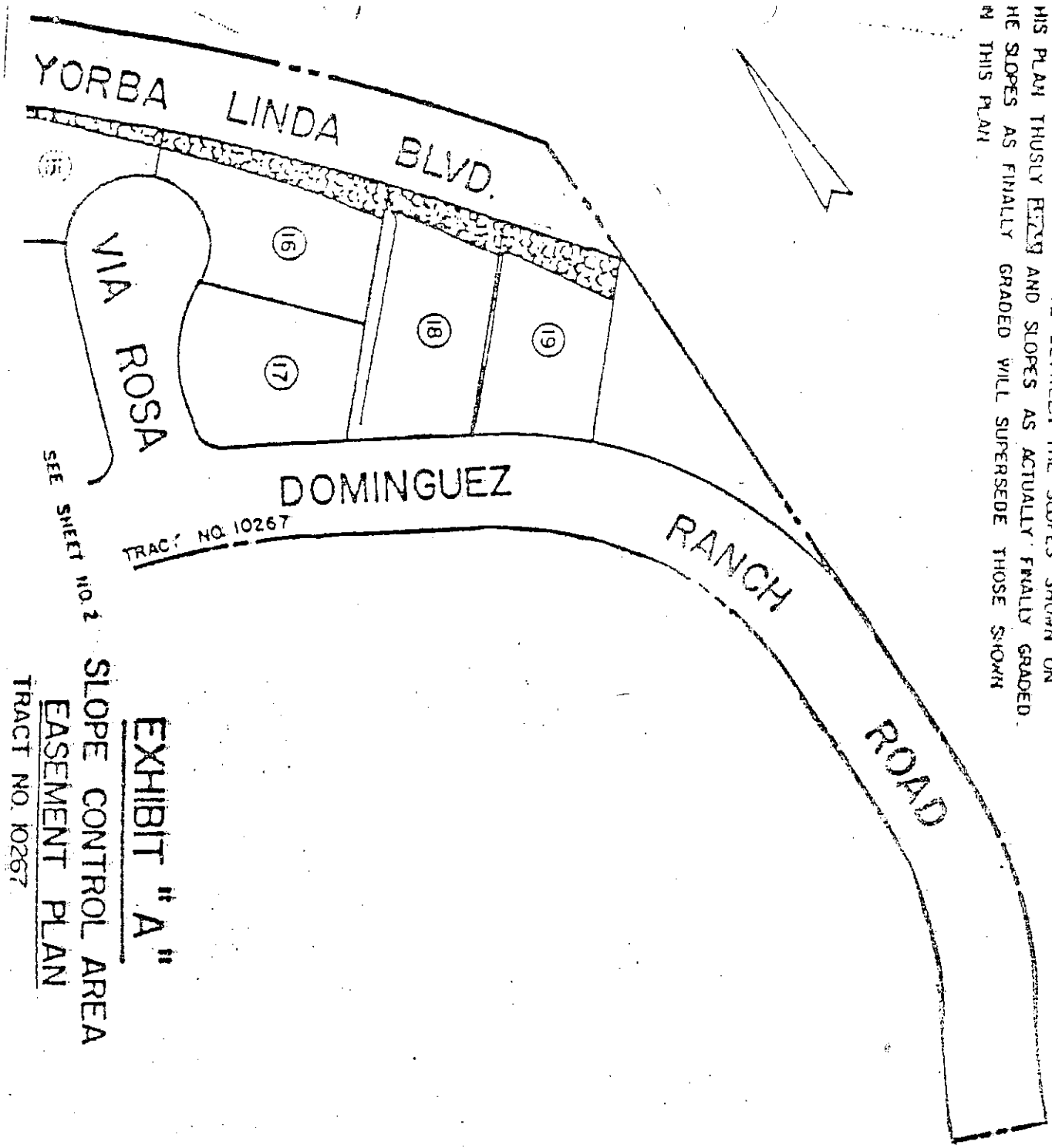


EXHIBIT "A"

**SLOPE CONTROL AREA
EASEMENT PLAN**

SEE SHEET NO. 2
TRACT NO. 10267

YORBA

YORBA LINDA BLVD.

VIA ROSA

SEE SHEET NO 1

DOMINGUEZ RANCH TRACT NO 10267

ROAD

RANCH

RANCH

ALVARADO

ROAD

IN THE EVENT OF ANY VARIANCE BETWEEN THE SLOPES SHOWN ON THIS PLAN
THUSLY ETCHED AND SLOPES AS ACTUALLY FINALLY GRADED THE SLOPES AS
FINALLY GRADED WILL SUPERSEDE THOSE SHOWN ON THIS PLAN

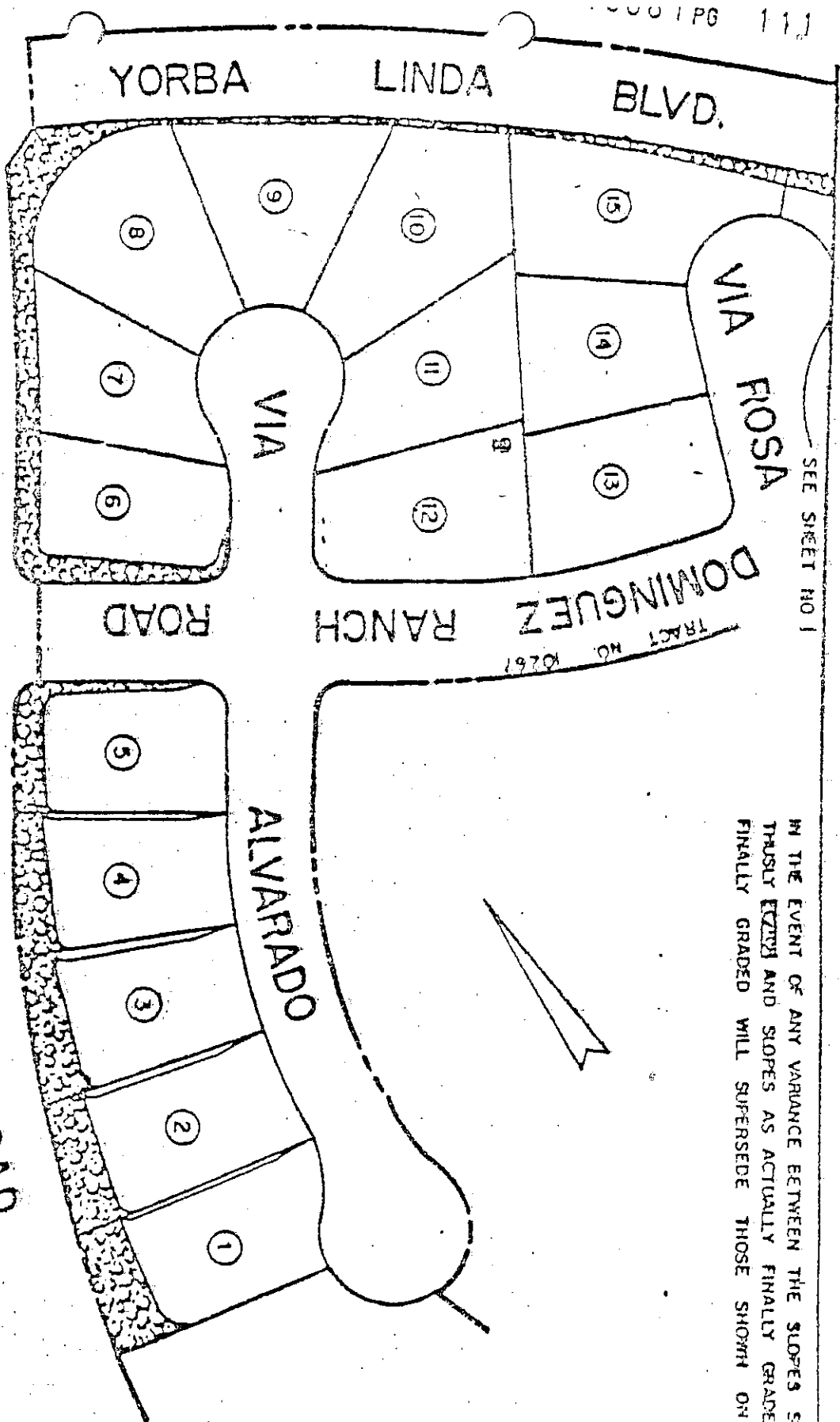


EXHIBIT "A"

SLOPE CONTROL AREA
EASEMENT PLAN

TRACT NO 10267

RECEIVED FEB 11 1985

32240

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Broadmoor Homes
17500 Red Hill Avenue
Irvine, California 92714
Attn: Mr. R. Saienni

\$14.00
C12

RECORDING REQUESTED BY
FIRST AMERICAN TITLE INS. CO.
RECORDED IN OFFICIAL RECORDS
OF ORANGE COUNTY, CALIFORNIA

11 45 A.M. JUL 29 '80

LEE A. BRANCH, County Recorder

(Space above this line for Recorder's use)

SUPPLEMENTARY DECLARATION OF COVENANTS,

CONDITIONS AND RESTRICTIONS

FOR

RANCHO DOMINGUEZ

SINGLE FAMILY HOMES

(Phase 6)

THIS SUPPLEMENTARY DECLARATION is made this 25th
day of July, 1980, by Censtar Development Inc.
(Broadmoor Homes Division) ["Broadmoor"]. Broadmoor shall be
referred to hereinbelow as the "Declarant." Declarant is the
successor of Broadmoor Homes, Inc. (the prior "Declarant"
under the Declaration referred to in Recital B below), having
acquired said entity's entire fee interest in the Project
(as defined in the Declaration).

RECITALS

A. Declarant is the owner and developer of
certain real property ("Phase 6") in the County of Orange,
State of California, more particularly described as follows:

Lots 1 through 31, inclusive, of
Tract No. 10592, as shown on the map

recorded in Book 452, Pages 1 through 3, inclusive, of Miscellaneous Maps, records of Orange County, California.

B. Declarant will convey Phase 6 subject to the protective covenants, conditions, restrictions, reservations, liens and charges as set forth herein and in that certain Declaration of Covenants, Conditions and Restrictions for Rancho Dominguez Single Family Homes, as amended and supplemented ("Declaration") recorded July 20, 1978, in Book 12766, Pages 859 through 907, inclusive, of Official Records of Orange County, California.

NOW, THEREFORE, it is declared as follows:

1. Definitions. The definitions set forth in Article I of the Declaration are incorporated herein by this reference.
2. Annexation. Phase 6 is hereby annexed, pursuant to Section 2 of Article II of the Declaration, to Phase 1 and is hereby made subject to all the terms, covenants, conditions and provisions set forth in the Declaration, to all intents and purposes as though Phase 6 were a part of the Declaration.
3. Use. Except as provided in Section 11 of Article XVI of the Declaration, no building, structure or improvement shall be constructed, erected, altered, placed or permitted to remain on any of the Lots within Phase 6 other than a residential dwelling and customary appurtenances designed for occupation by not more than one family.
4. Slope Control Areas. In addition to the duties and powers enumerated in its Articles of Incorporation and By-Laws, or elsewhere provided for herein and in the Declaration, and without limiting the generalities thereof,

the Association shall maintain, or cause to be maintained, substantially as originally improved by the Declarant or as may be further improved or modified with the consent of the Architectural Committee and the Board, the landscaped slope areas ("Landscaped Slope Control Areas") more particularly described in the Slope Control Areas Easement Plan attached hereto as Exhibit "A" and incorporated herein by this reference and all landscaping and improvements therein (including drainage or irrigation facilities and systems), in a neat, safe, sanitary and orderly condition (including the repair and replacement of landscaping and improvements when necessary or appropriate) and in such a manner as to enhance their appearance and to preserve established slope ratios, prevent erosion and sliding problems, and facilitate the orderly discharge of water through established drainage systems.

5. Maintenance Areas and Owner Maintenance Limitations. (a) To the extent not covered by insurance carried by the Association, the cost of any Landscaped Slope Control Areas maintenance services required to be performed by the Association in accordance with Section 4 hereinabove within the Project which are caused by earthquake, fire, acts of God, riot, civil insurrection or by any other cause, except ordinary wear, tear, or deterioration or the negligence or willful misconduct of the Association in the performance or nonperformance of its duties hereunder or under the Declaration, shall be borne by the Owner for whose benefit the maintenance services were performed.

(b) The cost of any Landscaped Slope Control Areas maintenance services required to be performed by

the Association in accordance with Section 4 hereinabove within the Project which are caused by the negligence or willful misconduct of any Owner, or his Family, relatives, guests or invitees, both minor and adult, shall be borne entirely by such Owner.

(c) No Owner shall provide or cause to be provided any of the maintenance services required to be performed by the Association in accordance with Section 4 hereinabove unless the Board approves the Owner's performance of such services.

(d) Any of the costs required to be paid by an Owner hereunder, if not timely paid, shall be a Special Assessment.

(e) No trees, shrubs, plants or other landscaping shall be installed by any Owner upon any Landscaped Slope Control Areas without the prior written consent of the Architectural Committee and the Board. Any such approved trees, shrubs, plants or other landscaping shall be maintained by the Owner thereof at his own cost and expense entirely in a neat, safe, sanitary and orderly condition and in such a manner as to enhance their appearance and to preserve established slope ratios, prevent erosion and sliding problems, and facilitate the orderly discharge of water through established drainage systems and patterns; provided, however, upon approval of the Board, such maintenance and/or the cost and expense thereof may be assumed by the Association upon such reasonable terms and conditions as the Board may determine.

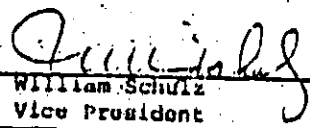
6. Easement and License. There shall be granted to the Association over the Landscaped Slope Control Areas an easement or easements for purposes of maintenance of said Areas in accordance with the provisions of Section 4 hereinabove, together with a license in favor of the Association, its agents and representatives, to traverse upon such additional contiguous property as shall be necessary to gain access to the Landscaped Slope Control Areas and to gain access to any Common Area or other Maintenance Area. Each Owner agrees, for himself and his heirs, successors, executors, administrators and assigns, that he will permit free access by the Association and its authorized agents and representatives for the purpose of exercising its rights and duties with respect to the Landscaped Slope Control Areas, other Maintenance Area and Common Area. The Association shall have the right to alter, trim and otherwise modify and to maintain trees, plants, shrubs and other landscaping on the Landscaped Slope Control Areas and no Owner shall alter, trim or remove trees, plants, shrubs or landscaping on the Landscaped Slope Control Areas without the prior written approval of the Board.

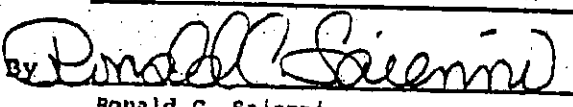
7. Amendment. This Supplementary Declaration may be amended only in accordance with Section 2, Article XVI of the Declaration; provided, however, that before the conveyance of the first Lot in Phase 6 which is improved with a Unit, this Supplementary Declaration may be amended by the Declarant without complying with the provisions of

said Article XVI, Section 2. Any amendment must be properly recorded.

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

GENSTAR DEVELOPMENT INC.
(Broadmoor Homes Division)

By 
William Schurz
Its Vice President

By 
Ronald C. Salenmi
Its Authorized Agent

"Declarant"

STATE OF CALIFORNIA

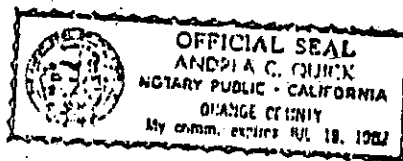
COUNTY OF ORANGE

ss.

On July 25, 1980, before me, the undersigned, a Notary Public in and for said State, personally appeared William Schulz, known to me to be the Vice President, and Ronald C. Saianni, known to me to be the Authorized Agent of Genstar Development Inc. (Broadmoor Homes Division), the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of Genstar Development Inc. (Broadmoor Homes Division), and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Andrea C. Quick
Notary Public



The undersigned, UNITED CALIFORNIA BANK, a California Corporation
beneficiary under that certain deed of trust recorded
August 10, 1979, in Book 13263, Page 1247,
Official Records, Orange County, California, hereby consents
to the within Supplementary Declaration of Covenants,
Conditions and Restrictions for Rancho Dominguez Single
Family Homes (Phase 6) and hereby subordinates the lien of
said deed of trust to the provisions contained herein.

UNITED CALIFORNIA BANK, a California Corporation

By [Signature]
J. D. Vanik
its Vice President

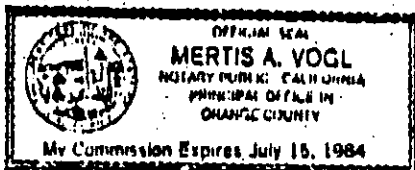
By [Signature]
H. Ruggaber
its Assistant Secretary

STATE OF CALIFORNIA)
COUNTY OF Orange) ss.

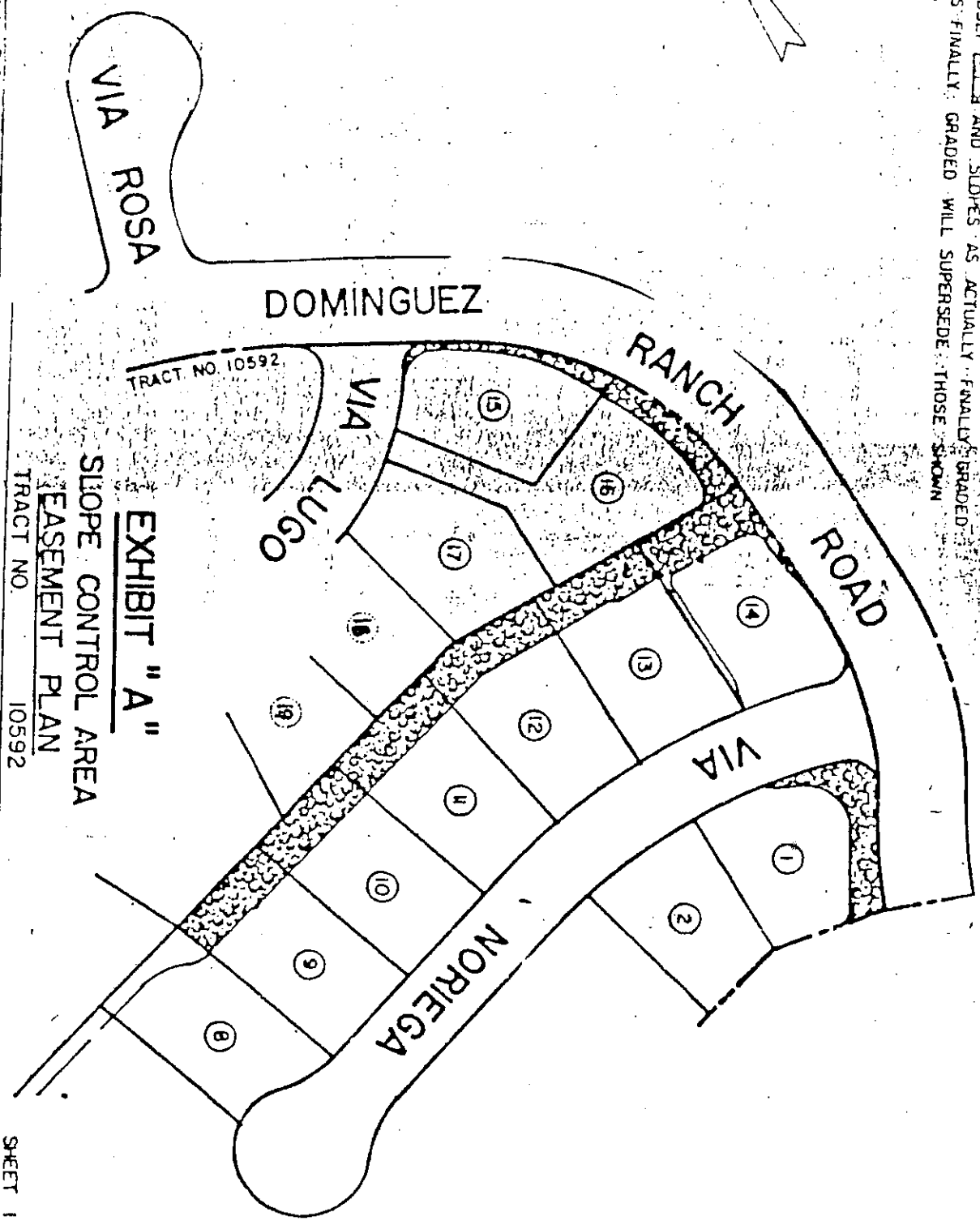
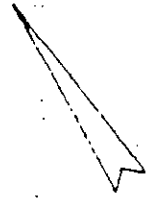
On July 28, 1980, before me, the under-
signed, a Notary Public in and for said State, personally
appeared J. D. Vanik, known to me to be the
Vice President and H. Ruggaber
known to me to be the Assistant Secretary of
United California Bank, the corporation that executed
the within instrument, known to me to be the persons who
executed the within instrument on behalf of said corporation,
and acknowledged to me that said corporation executed the
within instrument pursuant to its by-laws or a resolution of
its board of directors.

WITNESS my hand and official seal.

[Signature]
Notary Public



IN THE EVENT OF ANY VARIANCE BETWEEN THE SLOPES SHOWN ON THIS PLAN THUSLY LINES AND SLOPES AS ACTUALLY FINALLY GRADED THE SLOPES AS FINALLY GRADED WILL SUPERSEDE THOSE SHOWN ON THIS PLAN



VIA ROSA

DOMINGUEZ

RANCH

ROAD

VIA LUGO

VIA

NORIEGA

EXHIBIT "A"

SLOPE CONTROL AREA

EASEMENT PLAN

TRACT NO. 10592

TRACT NO. 10592

DOT P.A.

POSTER

LOCATOR

000 6 2 7M

SHEET 1

Phase 6 Lots 1-31

Corporation

tion

48176-11-11410

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:Broadmoor Homes
17500 Red Hill Avenue
Irvine, California 92714
Attn: Mr. R. SaienniRECORDING REQUESTED BY
FIRST AMERICAN TITLE INS. CO.RECORDED IN OFFICIAL RECORDS
OF ORANGE COUNTY, CALIFORNIA\$11.00
C2

-440 PM MAY 1'81

LEE A. BRANCH, County Recorder

(Space above this line for Recorder's use)

SUPPLEMENTARY DECLARATION OF COVENANTS,

CONDITIONS AND RESTRICTIONS

FOR

RANCHO DOMINGUEZ

SINGLE FAMILY HOMES

(Phase 7)

THIS SUPPLEMENTARY DECLARATION is made this 20th
day of April, 1981, by Genstar Development Inc.
(Broadmoor Homes Division) ("Broadmoor"). Broadmoor shall be
referred to hereinbelow as the "Declarant." Declarant is the
successor of Broadmoor Homes, Inc. (the prior "Declarant"
under the Declaration referred to in Recital B below), having
acquired said entity's entire fee interest in the Project
(as defined in the Declaration).

RECITALS

A. Declarant is the owner and developer of
certain real property ("Phase 7") in the County of Orange,
State of California, more particularly described as follows:

Lots 1 through 30, inclusive, of
Tract No. 10266, as shown on the map

recorded in Book 434, Pages 44 through 46, inclusive, of Miscellaneous Maps, records of Orange County, California.

B. Declarant will convey Phase 7 subject to the protective covenants, conditions, restrictions, reservations, liens and charges as set forth herein and in that certain Declaration of Covenants, Conditions and Restrictions for Rancho Dominguez Single Family Homes, as amended and supplemented ("Declaration") recorded July 20, 1978, in Book 12766, Pages 859 through 907, inclusive, of Official Records of Orange County, California.

NOW, THEREFORE, it is declared as follows:

1. Definitions. The definitions set forth in Article I of the Declaration are incorporated herein by this reference.
2. Annexation. Phase 7 is hereby annexed, pursuant to Section 2 of Article II of the Declaration, to Phase 1 and is hereby made subject to all the terms, covenants, conditions and provisions set forth in the Declaration, to all intents and purposes as though Phase 7 were a part of the Declaration.
3. Use. Except as provided in Section 11 of Article XVI of the Declaration, no building, structure or improvement shall be constructed, erected, altered, placed or permitted to remain on any of the Lots within Phase 7 other than a residential dwelling and customary appurtenances designed for occupation by not more than one family.
4. Slope Control Areas. In addition to the duties and powers enumerated in its Articles of Incorporation and By-Laws, or elsewhere provided for herein and in the Declaration, and without limiting the generalities thereof,

the Association shall maintain, or cause to be maintained, substantially as originally improved by the Declarant or as may be further improved or modified with the consent of the Architectural Committee and the Board, the landscaped slope areas ("Landscaped Slope Control Areas") more particularly described in the Slope Control Areas Easement Plan attached hereto as Exhibit "A" and incorporated herein by this reference and all landscaping and improvements therein (including drainage or irrigation facilities and systems), in a neat, safe, sanitary and orderly condition (including the repair and replacement of landscaping and improvements when necessary or appropriate) and in such a manner as to enhance their appearance and to preserve established slope ratios, prevent erosion and sliding problems, and facilitate the orderly discharge of water through established drainage systems.

5. Maintenance Areas and Owner Maintenance Limitations. (a) To the extent not covered by insurance carried by the Association, the cost of any Landscaped Slope Control Areas maintenance services required to be performed by the Association in accordance with Section 4 hereinabove within the Project which are caused by earthquake, fire, acts of God, riot, civil insurrection or by any other cause, except ordinary wear, tear, or deterioration or the negligence or willful misconduct of the Association in the performance or nonperformance of its duties hereunder or under the Declaration, shall be borne by the Owner for whose benefit the maintenance services were performed.

(b) The cost of any Landscaped Slope Control Areas maintenance services required to be performed by

the Association in accordance with Section 4 hereinabove within the Project which are caused by the negligence or willful misconduct of any Owner, or his Family, relatives, guests or invitees, both minor and adult, shall be borne entirely by such Owner.

(c) No Owner shall provide or cause to be provided any of the maintenance services required to be performed by the Association in accordance with Section 4 hereinabove unless the Board approves the Owner's performance of such services.

(d) Any of the costs required to be paid by an Owner hereunder, if not timely paid, shall be a Special Assessment.

(e) No trees, shrubs, plants or other landscaping shall be installed by any Owner upon any Landscaped Slope Control Areas without the prior written consent of the Architectural Committee and the Board. Any such approved trees, shrubs, plants or other landscaping shall be maintained by the Owner thereof at his own cost and expense entirely in a neat, safe, sanitary and orderly condition and in such a manner as to enhance their appearance and to preserve established slope ratios, prevent erosion and sliding problems, and facilitate the orderly discharge of water through established drainage systems and patterns; provided, however, upon approval of the Board, such maintenance and/or the cost and expense thereof may be assumed by the Association upon such reasonable terms and conditions as the Board may determine.

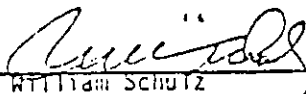
6. Easement and License. There shall be granted to the Association over the Landscaped Slope Control Areas an easement or easements for purposes of maintenance of said Areas in accordance with the provisions of Section 4 hereinabove, together with a license in favor of the Association, its agents and representatives, to traverse upon such additional contiguous property as shall be necessary to gain access to the Landscaped Slope Control Areas and to gain access to any Common Area or other Maintenance Area. Each Owner agrees, for himself and his heirs, successors, executors, administrators and assigns, that he will permit free access by the Association and its authorized agents and representatives for the purpose of exercising its rights and duties with respect to the Landscaped Slope Control Areas, other Maintenance Area and Common Area. The Association shall have the right to alter, trim and otherwise modify and to maintain trees, plants, shrubs and other landscaping on the Landscaped Slope Control Areas and no Owner shall alter, trim or remove trees, plants, shrubs or landscaping on the Landscaped Slope Control Areas without the prior written approval of the Board.

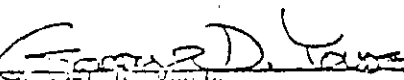
7. Amendment. This Supplementary Declaration may be amended only in accordance with Section 2, Article XVI of the Declaration; provided, however, that before the conveyance of the first Lot in Phase 7 which is improved with a Unit, this Supplementary Declaration may be amended by the Declarant without complying with the provisions of

said Article XVI, Section 2. Any amendment must be properly recorded.

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

GENSTAR DEVELOPMENT INC.
(Broadmoor Homes Division)

By 
William Schultz
Its Vice President

By 
Gerald D. Youde
Its Authorized Agent

"Declarant"

STATE OF CALIFORNIA)

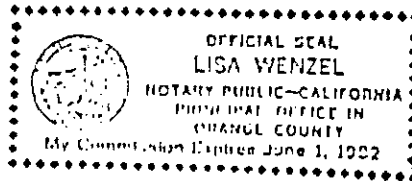
) ss.

COUNTY OF ORANGE)

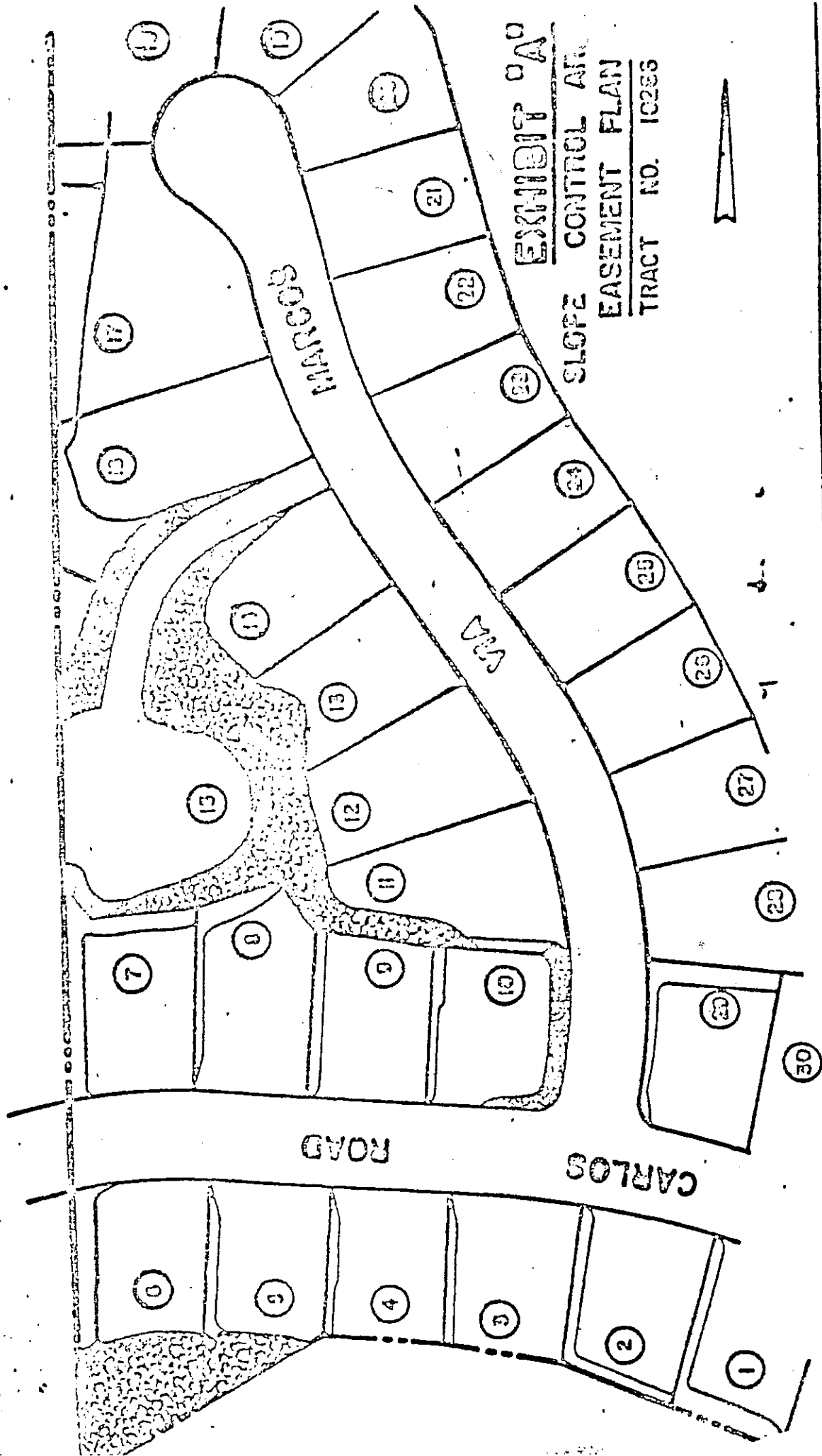
On April 20, 1981, before me, the undersigned, a Notary Public in and for said State, personally appeared William Schultz, known to me to be the Vice President, and Gordon D. Yende, known to me to be the Authorized Agent of Genstar Development Inc. (Broadmoor Homes Division), the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of Genstar Development Inc. (Broadmoor Homes Division), and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Lisa Wenzel
Notary Public



IN THE EVENT OF ANY VARIANCE BETWEEN THE SLOPES AS SHOWN ON THIS
 PLAN AND THE ACTUAL SLOPES ACTUALLY GRADED, THE SLOPES AS
 ACTUALLY GRADED SHALL BE THE SLOPES SHOWN ON THIS PLAN.



RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Broadmoor Homes
17500 Red Hill Avenue
Suite 100
Irvine, California 92714

Attention: R. Saianni

RECORDED AT REQUEST OF
FIRST AMER. TITLE INS. CO.
IN OFFICIAL RECORDS OF
ORANGE COUNTY, CALIFORNIA
8:00 A.M. SEP 11 1978
LEE A. BRANCH, County Recorder

(Space above this line for Recorder's Use)

AMENDMENT TO
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
RANCHO DOMINGUEZ SINGLE FAMILY HOMES

THIS AMENDMENT TO DECLARATION ("Amendment") is made this 7th day of September, 1978, by Genstar Development Inc. (Broadmoor Homes Division) ["Broadmoor"]. Broadmoor shall be referred to hereinbelow as the "Declarant." Declarant is the successor of Broadmoor Homes, Inc. (the prior "Declarant" under the Declaration referred to in Recital A below), having acquired said entity's entire fee interest in the Project (as defined in the Declaration).

RECITALS

A. Broadmoor Homes, Inc., caused that certain Declaration of Covenants, Conditions and Restrictions for Rancho Dominguez Single Family Homes ("Declaration") to be recorded on July 20, 1978, in Book 12766, Pages 859 through 907, inclusive, of Official Records of Orange County, California.

B. Declarant is the owner of all of the real property covered by the Declaration. Declarant desires to amend the Declaration and, as the owner of said real property, is entitled to make and record this Amendment.

IN THE EVENT OF ANY VARIANCE BETWEEN THE SLOPES AS SHOWN ON THIS PLAN THUSLY [] AND SLOPES AS ACTUALLY FINALLY GRADED, THE SLOPES AS FINALLY GRADED WILL SUPERSEDE THOSE SHOWN ON THIS PLAN.

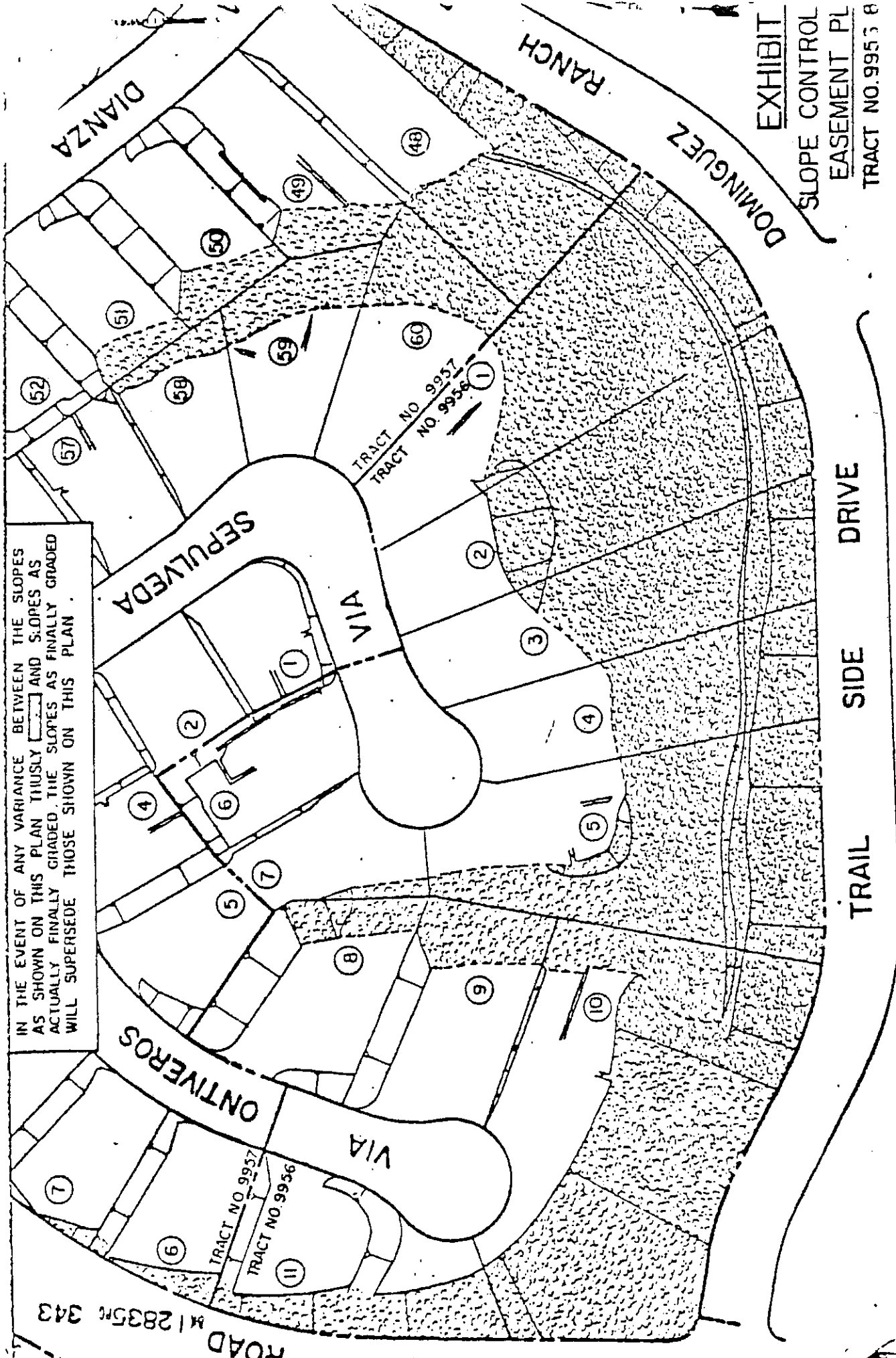


EXHIBIT
SLOPE CONTROL
EASEMENT PL
TRACT NO.9955 B

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1. The following Section is hereby added after the end of Section 7(c) of Article IX of the Declaration:

"Section 8. Commencement of Maintenance Obligations.

Upon the conveyance of record of any Common Area or any Maintenance Area to the Association in accordance with the terms and provisions of this Declaration, the Association shall be deemed to have accepted such Common Area or Maintenance Area and the Association's duties and obligations with respect thereto (including, without limitation, the maintenance and management thereof) as set forth in this Declaration shall automatically commence upon such conveyance of record."

2. Exhibit "C" to the Declaration is hereby deleted and replaced by Exhibit "C" attached hereto and incorporated herein by this reference.

3. Except as provided herein, all of the terms and provisions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has executed this Amendment on the day and year first above written.



GENSTAR DEVELOPMENT INC.
(Broadmoor Homes Division)

By Roland F. Osgood

Its Vice President

By Bette J. Fazekas

Its Assistant Secretary

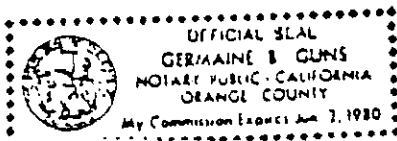
STATE OF CALIFORNIA)

COUNTY OF ORANGE)

SS.

On September 7, 1978, 1978, before me, the undersigned, a Notary Public in and for said State, personally appeared Roland F. Osgood, known to me to be the Vice President, and Bette J. Fazekas, known to me to be the Assistant Secretary of Genstar Development Inc. (Broadmoor Homes Division), the corporation that executed the within instrument on behalf of said corporation, and acknowledged to me that said corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.



EVENT OF ANY VARIANCE BETWEEN THE SLOPES AND CODES AS

(52)

(48)

IN THE EVENT OF ANY VARIANCE BETWEEN THE SLOPES SHOWN ON THIS PLAN THUSLY [] AND SLOPES AS ACTUALLY FINALLY GRADED THE SLOPES AS FINALLY GRADED WILL SUPERSEDE THOSE SHOWN ON THIS PLAN

DOMINGUEZ RANCH ROAD

VIA DIANZA

VIA VICENTE

VIA VICENTE

VIA VICENTE

VIA ONTIVEROS

VIA VICENTE

(SEE BELOW AT RIGHT)
MATCH LINE

BL 2835 PC 342



EXHIBIT "C"

OPEN CONTROL AREA
ASSESSMENT PLAN

LOT NO. 9956 & 9957

IN THE EVENT OF ANY VARIANCE BETWEEN THE SLOPES AS SHOWN ON THIS
 PLAN THUSLY [] ALSO SLOPES AS ACTUALLY FINALLY GRADE. THE SLOPES
 AS FINALLY GRADED WILL SUPERSEDE THOSE SHOWN ON THIS PLAN.

M128357C 344

YORBA

RANCH

VIA VICENTE

VICENTE

VIA

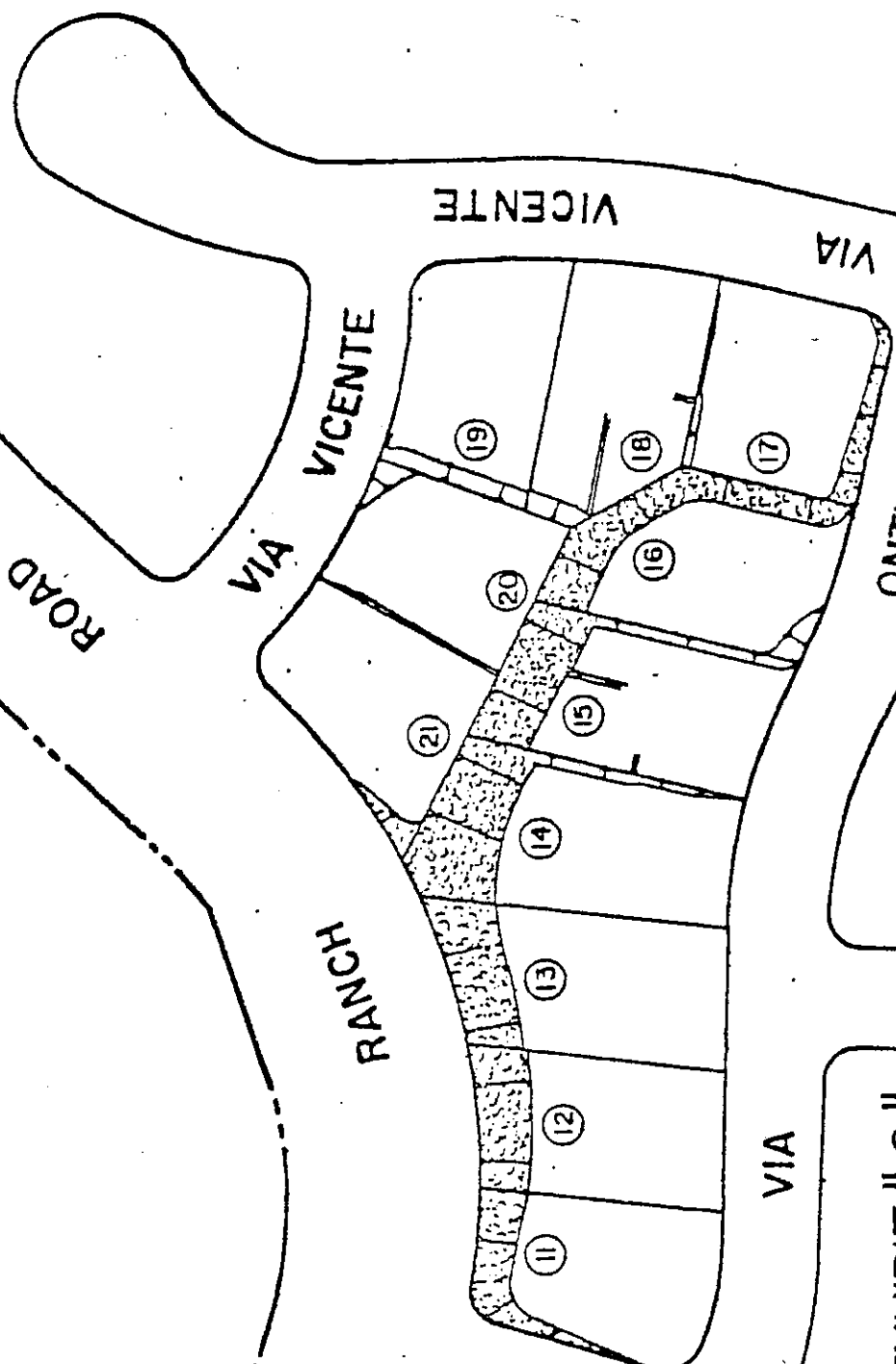
ONTIVEROS

VIA DIANZA

VIA

VIA SEPULVEDA

EXHIBIT "C"
 SLOPE CONTROL AREA
 EASEMENT PLAN
 TRACT NO. 9956 B 9957



\$51. -
C5

DECLARATION OF CONFORMED COPY
COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

RANCHO DOMINQUEZ SINGLE FAMILY HOMES

RECORDED IN OFFICIAL RECORDS
OF ORANGE COUNTY, CALIFORNIA

-4 20 PM JUL 20 1978

LEE A. BRANCH County Recorder

TABLE OF CONTENTS

	<u>Page</u>
RECITALS	1
ARTICLE I - DEFINITIONS	2
Section 1. Articles and By-Laws.....	2
Section 2. Assessment.....	2
Section 3. Association.....	3
Section 4. Association Rules.....	3
Section 5. Board.....	3
Section 6. Common Area.....	3
Section 7. Common Expenses.....	3
Section 8. Declarant.....	4
Section 9. Declaration.....	4
Section 10. Deed of trust.....	4
Section 11. Family.....	4
Section 12. First Beneficiary.....	4
Section 13. Lot.....	4
Section 14. Maintenance Area.....	4
Section 15. Member.....	4
Section 16. Owner.....	5
Section 17. Phase 1.....	5
Section 18. Project.....	5
Section 19. Unit.....	5
ARTICLE II - PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO.....	5
Section 1. Phase 1.....	5
Section 2. Additions to Phase 1.....	5
ARTICLE III - MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION.....	6
Section 1. Membership.....	6
Section 2. Transfer.....	7
Section 3. Voting Rights.....	7
ARTICLE IV - PROPERTY RIGHTS IN THE COMMON AREA.....	8
Section 1. Members' Easements of Enjoyment.....	8
Section 2. Title to Common Area.....	8
Section 3. Extent of Members' Easements.....	8
Section 4. Delegation of Use.....	9

ARTICLE V - COVENANT FOR ASSESSMENTS.....9

Section 1.	Creation of the Lien and Personal Obligation of Assessments.....	9
Section 2.	Purpose of Assessments.....	10
Section 3.	Regular Assessments.....	10
Section 4.	Capital Improvement Assessments.....	11
Section 5.	Special Assessments.....	11
Section 6.	Certificate of Payment.....	12
Section 7.	Assessment of Lots Owned by Declarant.....	12
Section 8.	Nonuse and Abandonment.....	12
Section 9.	Uniform Rate of Assessment.....	12
Section 10.	Exempt Property.....	12
Section 11.	Offsets.....	12

ARTICLE VI - NON-PAYMENT OF ASSESSMENTS.....12

Section 1.	Delinquency and Remedies of Association.....	12
Section 2.	Notice of Claim of Lien.....	13
Section 3.	Foreclosure Sale.....	13
Section 4.	Curing of Default.....	14
Section 5.	Cumulative Remedies.....	14

ARTICLE VII - ARCHITECTURAL AND LANDSCAPING CONTROL....14

Section 1.	Architectural Approval.....	14
Section 2.	Number of Members and Term of the Architectural Committee Appointed by Declarant.....	15
Section 3.	Failure to Approve or Disapprove Plans and Specifications.....	15
Section 4.	No Liability.....	15
Section 5.	Notice of Noncompliance or Noncompletion.....	16
Section 6.	Rules and Regulations.....	16
Section 7.	Variances.....	16
Section 8.	Appointment and Designation.....	16
Section 9.	Review Fee and Address.....	16
Section 10.	Inspection.....	17

ARTICLE VIII - GENERAL RESTRICTIONS.....17

Section 1.	.....	17
Section 2.	.....	17
Section 3.	.....	17
Section 4.	.....	17
Section 5.	.....	17
Section 6.	.....	18
Section 7.	.....	18
Section 8.	.....	18
Section 9.	.....	18
Section 10.	.....	18

Section 11.....	18
Section 12.....	19
Section 13.....	19
Section 14.....	19
Section 15.....	19
Section 16.....	19
Section 17.....	19
Section 18.....	20
Section 19.....	20
Section 20.....	20
Section 21.....	20
Section 22.....	20
ARTICLE IX - DUTIES AND POWERS OF THE ASSOCIATION.....	20
Section 1. General.....	20
Section 2. Maintenance Areas and Owner Maintenance Limitations.....	22
Section 3. Use of Agent and Duration of Contracts.....	23
Section 4. Association Rules.....	23
Section 5. Entry and Emergency Powers.....	24
Section 6. Sales of Association Property.....	24
Section 7. Enforcement of Bonded Obligations.....	24
ARTICLE X - EASEMENTS.....	25
Section 1. Slope Control Areas, Common Area and Maintenance Area.....	25
Section 2. Encroachments.....	25
ARTICLE XI - RESERVATION OF EASEMENTS BY DECLARANT.....	26
Section 1. Utilities.....	26
Section 2. Common Area.....	26
Section 3. Discharge of Rights and Obligations.....	26
ARTICLE XII - INSURANCE.....	27
Section 1. Types.....	27
Section 2. Waiver By Members.....	27
Section 3. Other Insurance; Annual Review.....	28
Section 4. Premiums and Proceeds.....	28
Section 5. Abandonment of Replacement Cost Insurance.....	28
Section 6. Requirements of FNMA, GNMA and FHLMC.....	28
ARTICLE XIII - DESTRUCTION OF COMMON AREA IMPROVEMENTS.....	29
ARTICLE XIV - EMINENT DOMAIN COMMON AREA.....	29
ARTICLE XV - RIGHTS OF LENDERS.....	30

Section 1.	Filing Notice; Notices and Approvals.....	30
Section 2.	Priority of Mortgage Lien.....	30
Section 3.	Curing Defaults.....	31
Section 4.	Relationship with Assessment Liens.....	31
Section 5.	Seventy-Five Percent Vote of Beneficiaries.....	31
Section 6.	Approval Rights of First Beneficiaries.....	32
Section 7.	Other Rights of First Beneficiaries.....	32
Section 8.	Beneficiaries Furnishing Information.....	32
Section 9.	Notice to First Beneficiaries of Owner Default.....	32
Section 10.	Right of First-Refusal.....	33
Section 11.	Conflicts.....	33
Section 12.	Voting Rights of First Beneficiaries.....	33
Section 13.	Notice of Destruction or Taking.....	33
Section 14.	Payments of Taxes or Premiums by First Beneficiaries.....	33

ARTICLE XVI - GENERAL PROVISIONS.....34

Section 1.	Duration.....	34
Section 2.	Amendment.....	34
Section 3.	Notices.....	34
Section 4.	Enforcement.....	35
Section 5.	Severability.....	36
Section 6.	Breach of Restrictions, Easements, Conditions, Covenants and Reservations.....	36
Section 7.	Headings.....	36
Section 8.	Singular Includes Plural.....	36
Section 9.	Construction.....	37
Section 10.	Phased Development.....	37
Section 11.	Construction by Declarant.....	37
Section 12.	Nonliability of Officials.....	37
Section 13.	Obligation of Owners and Members.....	38
Section 14.	Leases of Lots.....	38
Section 15.	Mergers and Consolidations.....	38
Section 16.	Assignment of Rights and/or Duties.....	38

EXHIBITS:	A - Phase 1
	B - Annexable Real Property
	C - Slope Control Areas Easement Plan

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Broadmoor Homes, Inc.
17500 Red Hill Avenue, Suite 100
Irvine, California 92714

Attention: R. Saienni

Above space for Recorder's use only

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
RANCHO DOMINGUEZ SINGLE FAMILY HOMES

THIS DECLARATION is made this 17th day of
July, 1978, by BROADMOOR HOMES, INC., a California
corporation ("Broadmoor"). Broadmoor shall be referred to
hereinbelow as the "Declarant."

RECITALS

A. Declarant is the owner of certain real prop-
erty ("Property") located in the County of Orange, State of
California, more particularly described in Exhibit "A"
attached hereto and incorporated herein by this reference.

B. Declarant desires to create on the Property
and such additions ("Additions") thereto as may be made pur-
suant to Article II hereof an interrelated and interdependent
residential community composed of residential dwellings and
private recreational facilities for the benefit of the
community.

C. Declarant has deemed it desirable to impose a
general plan for the protection, maintenance, improvement,
development, use, occupancy and enjoyment of the Property
and Additions and to adopt and establish covenants, con-
ditions and restrictions upon the Property and Additions for
the purpose of enforcing and protecting the value, desira-
bility and attractiveness thereof.

D. Declarant has deemed it desirable for the
efficient preservation of the value, desirability and at-
tractiveness of the Property and Additions to create a
corporation to which should be delegated and assigned the
powers of administering and enforcing these covenants,
conditions and restrictions.

E. Rancho Dominguez Community Association, a
nonprofit corporation, has been or will be incorporated
under the laws of the State of California for the purpose of
exercising the powers and functions as aforesaid.

F. Declarant intends to convey all of the Property and Additions subject to the protective covenants, conditions and restrictions set forth hereinbelow.

NOW, THEREFORE, Declarant hereby certifies, agrees, and declares that it has established, and does hereby establish, a General Plan for the protection, maintenance, improvement, and development of the Property and Additions and has fixed, and does hereby fix, the covenants, conditions, restrictions, easements, reservations, liens and charges upon and subject to which all of the Property and Additions and each portion thereof shall be held, used, leased, sold and conveyed, and each and all of which is and are hereby declared to be for the benefit of all the Property and Additions and each portion thereof and each present and each future Owner (as hereinbelow defined) thereof and Declarant. These covenants, conditions, restrictions, easements, reservations, liens and charges shall run with the Property and Additions and shall be binding upon all parties having or acquiring any right, title, or interest in the Property and Additions or any portion thereof and shall inure to the benefit of and bind each owner thereof and their respective successors in interest, and are imposed upon the Property and Additions and each and every portion thereof as a servitude in favor of the Property and Additions and each and every portion thereof as the dominant tenement or tenements.

ARTICLE I

Definitions

The terms set forth hereinbelow in this Article I are defined, for purposes of this Declaration, as follows:

Section 1. "Articles" and "By-Laws" shall mean and refer to the Articles of Incorporation and By-Laws of the Association as the same may be amended from time to time.

Section 2. "Assessment" shall mean and refer to any or all, as the context in which the term is used shall require, of the assessments hereinbelow defined:

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

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

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

(d) "Special Assessment" shall mean and refer to a charge against a particular Owner and his Lot, directly attributable to such Owner, for certain costs incurred by the Association or the Declarant as provided for in this Declaration.

Section 3. "Association" shall mean and refer to the Rancho Dominguez Community Association, a nonprofit corporation, incorporated or to be incorporated under the laws of the State of California, and its successors and assigns.

Section 4. "Association Rules" shall mean and refer to rules adopted by the Association pursuant to the Article of this Declaration entitled "Duties and Powers of the Association."

Section 5. "Board" shall mean and refer to the Board of Directors of the Association.

Section 6. "Common Area" shall mean and refer to any property, including property which may be annexed pursuant to Article II hereof, and all facilities and improvements thereon, if any, owned or leased by the Association or in which the Association has a possessory interest for the common use and enjoyment of the Owners within the Project.

Section 7. "Common Expenses" shall mean and refer to the actual and estimated costs of: maintenance, management, operation, repair and replacement of any Common Area (unless the cost of such repair and replacement is otherwise provided for in the Article hereof entitled "Destruction of Common Area Improvements") and Maintenance Area; unpaid Assessments; management and administration of the Association, including, but not limited to, compensation paid by the Association to managers, accountants, attorneys and other employees; utilities, trash pick-up and disposal, gardening and other services benefiting any Common Area and Maintenance Area; fire, casualty, liability, workmen's compensation and other insurance covering any Common Area and Maintenance Area; reasonable reserves as appropriate; bonding of the members of the management body; taxes paid by the Association; amounts paid by the Association for the discharge of any lien or encumbrance levied against any Common Area or any portion thereof; amounts paid or incurred by the Association in collecting Assessments pursuant to Section 1 of Article VI hereof, including amounts expended to purchase a Lot in connection with the foreclosure of an Assessment lien against such Lot; and expenses incurred by the Association for any reason whatsoever in connection with

any Common Area or Maintenance Area, this Declaration or any Supplementary Declaration of Covenants, Conditions and Restrictions recorded in accordance with Article II of this Declaration, the Articles or By-Laws or in furtherance of the purposes of the Association or in the discharge of any obligations imposed on the Association or the Board by this Declaration or any such Supplementary Declaration.

Section 8. "Declarant" shall mean and refer to Broadmoor and such of its successors as shall acquire Broadmoor's entire fee interest in the Project as of the date of acquisition thereof. Persons or entities who acquire less than all of such fee interest (including, without limitation, those acquiring less than all of the Lots owned by Broadmoor for purposes of development or residential use) shall not be successors of Broadmoor for purposes of this Declaration, but rather shall be Owners. Nothing herein contained shall be deemed to preclude the Declarant from assigning or delegating any of its rights or duties to anyone as provided in Article XVI, Section 16 hereof.

Section 9. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for Rancho Dominguez Single Family Homes as the same may be amended, supplemented, modified or changed from time to time.

Section 10. "Deed of trust" shall be deemed to include a mortgage, "beneficiary" shall be deemed to include the mortgagee of a mortgage and "trustor" shall be deemed to include the mortgagor of a mortgage.

Section 11. "Family" shall mean and refer to one or more persons related to each other by blood, marriage or legal adoption, or a group of not more than three persons not so related, together with his or their domestic servants, maintaining a common household on a Lot.

Section 12. "First Beneficiary" shall mean and refer to the first beneficiary under a deed of trust of record or the first mortgagee under a mortgage of record covering a Lot or Lots in the Project.

Section 13. "Lot" shall mean and refer to any numbered or lettered plot of land shown upon any recorded subdivision map of the Project, or any portion thereof, with the exception of any Common Area.

Section 14. "Maintenance Area" shall mean and refer to any area within or outside of the Project which is not Common Area, but which the Association is required to maintain by this Declaration or any Supplementary Declaration of Covenants, Conditions and Restrictions recorded in accordance with Article II hereof.

Section 15. "Member" shall mean and refer to every person or entity who holds membership in the Association as provided in Article III, Section 1 hereof.

Section 16. "Owner" shall mean and refer to one or more persons or entities who are the record owner, including the Declarant, or the record vendee of a Lot under an installment sales contract, of the fee simple title to any Lot, but shall not mean or refer to those having such interest merely as security for the performance of an obligation.

Section 17. "Phase 1" shall mean and refer to the Property.

Section 18. "Project" shall mean and refer to Phase 1 together with such additions thereto as may become subject to this Declaration or any Supplementary Declaration of Covenants, Conditions and Restrictions pursuant to the provisions of Article II hereof.

Section 19. "Unit" shall mean and refer to any one-family residential dwelling located on a Lot and designed for occupancy by not more than one Family.

ARTICLE II

Property Subject to this Declaration and Additions Thereto

Section 1. Phase 1. The real property which shall be held, used, leased, sold and conveyed subject to this Declaration is the real property referred to herein as Phase 1.

Section 2. Additions to Phase 1. Additional real property may be annexed to Phase 1 and become subject to this Declaration in the manner set forth hereinbelow:

(a) Additions by Declarant. If the Declarant shall develop, or cause to be developed, additional real property within the area described in Exhibit "B", attached hereto and incorporated herein by this reference, the Declarant shall have the right from time to time to annex such additional real property or any portion or portions thereof, including improved and/or unimproved Common Area, to Phase 1 and to bring such real property within the general plan and scheme of this Declaration without the approval of the Association, its Board or the Members; provided that said right of the Declarant shall terminate on the third anniversary of the date of issuance by the California Department of Real Estate of the most-recently-issued final subdivision public report with respect to any portion of the real property described in Exhibit "B".

(b) Other Additions. In addition to the provision for annexation specified in Section 2(a) hereinabove, additional real property may be annexed to Phase 1 and brought within the general plan and scheme of this Declaration upon the approval by vote or written consent of

Members of the Association entitled to exercise not less than two-thirds (2/3) of the voting power of each class of membership of the Association. Upon obtaining the requisite approval pursuant to this Section 2(b), the owner of any real property who desires to annex it to Phase 1 and add it to the general plan and scheme of this Declaration and subject it to the jurisdiction of the Association, shall file of record a Supplementary Declaration of Covenants, Conditions and Restrictions, as more particularly described in Section 2(d) hereinbelow.

(c) Conveyances of Common Area. Prior to the conveyance of any Lot within the annexed real property to an Owner who acquires such Lot for residential uses, fee simple or other fee or leasehold title to, or an easement or license in, the Common Area within said annexed real property, if any, shall be conveyed to the 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, covenants, conditions and restrictions then of record, including those set forth in this Declaration.

(d) Supplementary Declaration. The additions authorized under Sections 2(a) and 2(b) of this Article II shall be made by filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions, or other similar instrument, with respect to the additional real property which shall be executed by the Declarant or the owner thereof and shall extend the general plan and scheme of this Declaration to such real property. The filing of record of said Supplementary Declaration shall constitute and effectuate the annexation of the additional real property described therein, and thereupon said real property shall become and constitute a part of the Project, become subject to this Declaration and encompassed within the general plan and scheme of this Declaration, and become subject to assessment by the Association and to the functions, powers and jurisdiction of the Association, and the Owners of Lots in said annexed real property shall automatically become Members of the Association. Such Supplementary Declaration may contain such additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added real property, or as the Declarant may deem appropriate in the development of such real property, and as are not inconsistent with the general plan and scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants, conditions or restrictions established by this Declaration as the same pertain to Phase 1, except as hereinbelow may be provided.

ARTICLE III

Membership and Voting

Rights in the Association

Section 1. Membership. Every person or entity who is a record owner of a fee interest in any Lot which is

subject by this Declaration to assessment by the Association shall be a Member of the Association. 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 Association and the right to vote shall be appurtenant to, and may not be separated from, the fee ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership in the Association.

Section 2. Transfer. The membership held by any record Owner of a Lot shall not be transferred, pledged or alienated in any way except upon the sale or assignment of such Lot and then only to the purchaser or assignee thereof. Any attempt to make a prohibited transfer will be void and will not be reflected upon the books and records of the Association. In the event any Owner shall fail or refuse to transfer the membership registered in his name to the purchaser of his Lot, the Association shall have the right to record the transfer upon the books of the Association.

Section 3. Voting Rights. The Association shall have two classes of voting membership as follows:

(a) Class A. Class A Members shall be all those Owners entitled to membership as defined in Section 1 of this Article III, with the exception of the Declarant. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership by Section 1. When more than one person holds such interest in any Lot, all such persons shall be Members, and the vote for such Lot 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. Any votes cast with regard to any such Lot 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 (3) votes for each Lot in which it holds the interest required for membership by Section 1; 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 the total votes outstanding in the Class B membership (provided, however, that for the purpose of determining the total votes outstanding in the Class A membership, only the votes of those Class A members who have acquired their Lots for residential uses shall be counted);

(ii) On the second anniversary of the date of the original issuance by the California Department of Real Estate of the most-recently-issued final subdivision public report with respect to any portion of the Project;

(iii) On the fourth anniversary of the date of the original issuance by the California Department of Real Estate of a final subdivision public report for Phase 1.

(c) Restrictions on Voting Rights. The voting rights of both classes of membership shall be subject to the restrictions and limitations provided in this Declaration and in the Articles and By-Laws.

ARTICLE IV

Property Rights in the Common Area

Section 1. Members' Easements of Enjoyment.

Subject to the provisions of Section 3 hereinbelow, every Member shall have a right and easement of access, use and enjoyment in and to the Common Area, if any, and such easement shall be appurtenant to and shall pass with the title to every Lot subject to assessment.

Section 2. Title to Common Area. At any time prior to the conveyance of the first Lot in Phase 1 to an Owner who acquires such Lot for residential uses, the Declarant shall convey to the Association fee simple title to the Common Area within Phase 1, if any, free and clear of all liens and encumbrances, except current real property taxes, which taxes shall be prorated to the date of transfer, and reservations, easements, covenants, conditions and restrictions then of record, including those set forth in this Declaration.

Section 3. Extent of Members' Easements. The rights and easements of access, use and enjoyment created hereby shall be subject to the following:

(a) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving any Common Area and facilities thereon, if any, and in aid thereof, to deed in trust said Common Area; provided, however, that the rights of any beneficiary under such deed of trust shall be subordinate to the rights of the Members of the Association; and

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

(c) The right of the Association, as provided in its By-Laws, to suspend the voting rights and/or use or enjoyment rights to recreational or social facilities within any Common Area of any Member for any period during which any Assessment against his Lot remains unpaid and delinquent, and for a period not to exceed thirty (30) days for any infraction of the Association Rules; and

(d) The right of the Association to dedicate or transfer all or any part of any Common Area to any public agency, authority or utility or any other entity for such purposes and subject to such conditions as may be agreed to by its Members; provided, that no such dedication or transfer shall be effective unless approved by the vote or written consent of Members entitled to exercise not less than two-

thirds (2/3) of the voting power of each class of membership of the Association, and an instrument in writing is recorded and signed by the Secretary of the Association certifying that such dedication or transfer has been approved by the required vote and/or written consent; provided further, that the granting of easements for public utilities or for other public purposes consistent with the intended use of any Common Area shall not require such prior written consent; and

(e) The right of the Association to establish and enforce reasonable rules and regulations pertaining to the use and enjoyment of any Common Area and the facilities thereon; and

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

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

(h) The right of the Association to perform its duties and exercise its powers under Article IX hereof, including the power of the Association to grant easements on any Common Area as provided in said Article; and

(i) Any limitations, restrictions or conditions affecting the use, enjoyment or maintenance of any Common Area imposed by the Declarant or any city or county or other governmental agency having jurisdiction to impose any such limitations, restrictions or conditions, and whether by agreement with the Association, the Declarant or otherwise; and

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

Section 4. Delegation of Use. Subject to the limitations of Section 3 of this Article IV, any Member of the Association may delegate, in accordance with the By-Laws, his right of use and enjoyment to any Common Area and facilities thereon to the members of his Family, his tenants and contract purchasers who reside on his Lot.

ARTICLE V

Covenant for Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant for each Lot owned by it within the Project hereby covenants, and each Owner of

any Lot within the Project by acceptance of a deed or other conveyance therefor, whether or not it shall be so expressed in any such deed or other conveyance, is and shall be deemed to covenant and agree to pay to the Association: (a) Regular Assessments, (b) Special Assessments, (c) Capital Improvement Assessments and (d) Reconstruction Assessments, such Assessments to be levied, fixed, established and collected from time to time as hereinbelow provided. The Assessments, together with such interest thereon and costs of collection thereof as are provided hereinbelow in Section 1 of Article VI, shall be a charge on the real property and shall be a continuing lien upon the Lot against which each such Assessment is made. The lien shall become effective upon recordation of a notice of claim of lien in accordance with Section 2 of Article VI of this Declaration. 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 at the time when the Assessment, or any portion thereof, 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 2. Purpose of Assessments. The Regular Assessments levied by the 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 Project, the improvement and maintenance of any Common Area and facilities thereon, the improvement and maintenance of Maintenance Areas and the discharge of any obligations or duties imposed on the Association or the Board by this Declaration. Special, Capital Improvement and Reconstruction Assessments shall be used exclusively for the purposes for which such Assessments were levied as provided for in this Declaration.

Section 3. 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 and the amount and time of payment of said Assessments shall be determined by the Board after giving due consideration to the Common Expenses of the Association. 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, by resolution, reduce the amount of the Regular Assessments.

(b) Date of Commencement of Regular Assessments. The Regular Assessments provided for herein shall commence as to all Lots in Phase 1 on the first day of the month following the conveyance of the first Lot within Phase 1 to an Owner who acquires such Lot for residential uses. The Regular Assessments for Lots added hereafter to Phase 1, provided said Lots have become subject to assessment by the Association, shall commence with respect to all Lots within such added property on the first day of the

month following the conveyance of the first Lot within said added property to an Owner who acquires such Lot for residential uses.

(c) Assessment Procedures. At least thirty (30) days in advance of each Assessment Period, the Board shall estimate the total Common Expenses to be incurred by the Association for such forthcoming Assessment Period and shall at that time determine and fix the amount of the Regular Assessment against each Lot subject thereto for such Assessment Period. Written notice of such Regular Assessment shall be sent to every Owner subject thereto at least fifteen (15) days in advance of each Assessment Period. Each Owner shall thereafter pay to the Association his Regular Assessment in 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. In the event the Board shall determine 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 and revise and fix the amount of Regular Assessments against each Owner.

(d) Regular Assessment Limitations. No Regular Assessment for an Assessment Period shall be in an amount which is more than twenty percent (20%) greater than the Regular Assessment for the immediately preceding Assessment Period without the approval by vote or written consent of a majority of each class of Members.

Section 4. Capital Improvement Assessments. In addition to the Regular Assessments, the Association may levy, for any Assessment Period, Capital Improvement Assessments, 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 described capital improvement upon any Common Area, to the extent the same is not covered by the provisions for Reconstruction Assessments herein; or any unexpected improvement to or maintenance of any Maintenance Area, including the necessary fixtures and personal property related thereto; provided that any such Capital Improvement Assessments which in the aggregate exceed five percent (5%) of the budgeted Common Expenses for such Assessment Period shall have the approval by vote or written consent of a majority of each class of Members. Capital Improvement Assessments shall be due and payable at the times and in the amounts fixed by the Board.

Section 5. Special Assessments. Special Assessments may be levied (a) by the Board from time to time against Lots with respect to which particular costs or expenses have been incurred by the Association for materials or services furnished at the request, or with the consent, of the Owner of any such Lot or (b) by the Declarant and/or the Association in accordance with the provisions of this Declaration (including, without limitation, Section 4 of

Article XVI hereinbelow). Special Assessments levied by the Association shall be due and payable at the times and in the amounts fixed by the Board. Special Assessments levied by the Declarant shall be due and payable at the times and in the amounts which the Declarant establishes.

Section 6. Certificate of Payment. Upon demand, the Association shall furnish to any Owner liable for Assessments a certificate in writing signed by an officer or authorized agent of the Association setting forth whether said Assessments or any portions thereof have been paid. Such certificate shall be conclusive evidence of payment of any Assessments or portions thereof therein stated to have been paid. A reasonable charge may be made by the Board for the issuance of any such certificate.

Section 7. Assessment of Lots Owned by Declarant. Without exception, each Lot owned by the Declarant shall be subject to assessment to the same extent and in the same manner as any other Lot owned by any Owner.

Section 8. Nonuse and Abandonment. No Owner may waive or escape personal liability for the Assessments provided for herein, nor release the Lot owned by him from the liens and charges hereof, by nonuse of any Common Area or abandonment of his Lot.

Section 9. Uniform Rate of Assessment. All Regular, Capital Improvement and Reconstruction Assessments shall be fixed at a uniform rate for all Lots.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from the Assessments, charges and liens created herein: (a) all properties dedicated to, and accepted by, a public authority; (b) all 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, charges or liens.

Section 11. Offsets. All Assessments shall be payable in the amount specified in the Assessment levied by the Association or the Declarant and no offsets against such amount shall be permitted for any reason, including, without limitation, a claim that the Association is not properly exercising its duties of maintenance or enforcement.

ARTICLE VI

Non-Payment of Assessments

Section 1. Delinquency and Remedies of Association. If any Assessment, or any portion thereof, is not paid on the date when due, then such Assessment or portion thereof shall become delinquent and shall, together with interest

and costs of collection as provided hereinbelow, thereupon become a continuing lien on the Lot against which such Assessment was made as more particularly described in Section 1 of Article V hereinabove. If the Assessment, or any portion thereof, is not paid within thirty (30) days after the delinquency date, a late charge of Ten Dollars (\$10.00) 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 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 2 hereinbelow, bring an action to foreclose the lien against the Lot, and there shall be added to the amount of such Assessment or any portion thereof, and interest thereon, the late charge and all costs and expenses, including reasonable attorneys' fees, incurred by the Association in collecting the delinquent Assessment. Each Owner vests in the Association, and its successors or 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 Association, at its option, may foreclose such lien by proceeding under a power of sale as provided hereinbelow in Section 3, such a power of sale being given to the Association as to each and every Lot, for the purpose of collecting delinquent Assessments.

Section 2. Notice of Claim of Lien. No action shall be brought to foreclose the lien, or to proceed under the power of sale, sooner than thirty (30) days after the date that a notice of claim of lien, executed by a duly authorized representative of the Association, is recorded with the Orange County Recorder. Said notice shall set forth the amount claimed to be delinquent (which may include the late charge, interest and costs of collection, including reasonable attorneys' fees), a good and sufficient legal description of the Lot being assessed, the name of the record Owner or reputed Owner thereof, and the name and address of the Association as claimant. A copy of said notice shall be deposited in the United States mail, certified or registered, and postage prepaid, to the Owner of the Lot.

Section 3. Foreclosure Sale. Any such sale under the power of sale provided for above 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 Association, through its duly authorized agents, shall have the power to bid on the Lot at foreclosure sale, using Association funds or funds borrowed for such purpose, and to acquire and hold, lease, mortgage and convey the same.

Section 4. Curing of Default. Upon the timely curing of any default for which a notice of claim of lien was recorded by the Association, any officer of the Association is hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting Owner of a fee to be determined by the Association, but not to exceed a reasonable fee, to cover the costs of preparing and filing or recording such release together with the payment of such other charges, costs, interest or fees as shall have been incurred.

Section 5. Cumulative Remedies. The Assessment lien and the rights to foreclosure and sale thereunder shall be in addition to, and not in substitution for, all other rights and remedies which the Association and its successors and assigns may have hereunder and by law.

ARTICLE VII

Architectural and Landscaping Control

Section 1. Architectural Approval. No fence, wall, building, sign or other structure (including basketball standards), or exterior addition to or change or alteration thereof (including painting) or landscaping, shall be commenced, constructed, erected, placed, altered, maintained or permitted to remain on the Project or any portion thereof, until plans and specifications shall have been submitted to and approved in writing by an architectural committee, initially to be appointed by the Declarant (the "Architectural Committee"). Said plans and specifications shall be prepared by a duly licensed architect or other person approved by the Architectural Committee and shall include, where appropriate, the following: (a) plot plans, showing the location of all structures and showing grade elevations and drainage; (b) building plans, including floor, foundation and roof plans, with all materials therefor; (c) exterior elevations, surfaces, and sections, structural design and salient exterior details; (d) general exterior color schemes; and (e) landscaping plans, showing type, location and elevation of trees, bushes, shrubs, plants, hedges and fences. All such plans and specifications shall be submitted in writing over the signature of the Owner of the property or such Owner's authorized agent. Approval shall be based, among other things, on adequacy of site dimensions; adequacy of structural design and material; conformity and harmony of external design with neighboring structures; effect of location and use of improvements and landscaping on neighboring property; improvements, landscaping, operations and uses; relation of topography, grade and finished ground elevation of the property being improved to that of neighboring property; proper facing of main elevations with respect to nearby streets; preservation of view and aesthetic beauty with respect to fences, walls and landscaping; assurance of adequate access to the Association in connection with the performance of its duties and the exercise of its powers hereunder; conformity with such rules and regulations as may

be adopted by the Architectural Committee in accordance with this Article; and conformity of the plans and specifications to the purpose and general plan and intent of this Declaration. In any event, the Architectural Committee shall have the right, but not the obligation, to require any Member to remove, trim, top, or prune any shrub, tree, bush, plant or hedge which such Committee reasonably believes materially obstructs the view of any Lot. The Declarant shall not be required to comply with any of the provisions of this Section 1.

Section 2. Number of Members and Term of the Architectural Committee Appointed by Declarant. 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 issuance by the California Department of Real Estate of the original public report for Phase 1 (the "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 (90%) or more of the Lots within the Project have been sold to Owners who acquire such Lots for residential uses, or until the fifth anniversary of the date of original issuance by the California Department of Real Estate of the final subdivision public report for Phase 1 (the "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 (90%) or more of the Lots within the Project have been sold to Owners who acquire such Lots for residential uses 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 3. Failure to Approve or Disapprove Plans and Specifications. In the event the Architectural Committee, or its representatives designated in accordance with Section 8 hereinbelow, fails to either approve or disapprove such plans and specifications within thirty (30) 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 approved plans and specifications.

Section 4. No Liability. Neither the Declarant, the Association, the Architectural Committee, nor the members or designated representatives thereof shall be liable in damages to anyone submitting plans or specifications to them for approval, or to any Owner of property affected by this Declaration by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the appro-

val 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. Such plans and specifications are not approved for engineering design. Every person who submits plans or specifications to the Architectural Committee for approval agrees, by submission of such plans and specifications, and every Owner of any of said property agrees that he will not bring any action or suit against the Declarant, the Association, the Architectural Committee, or any of the members or designated representatives thereof to recover any such damages.

Section 5. Notice of Noncompliance or Non-completion. Notwithstanding anything to the contrary contained herein, after the expiration of (a) one (1) year from the date of issuance of a building permit by any municipal or other governmental authority for any improvements or (b) one (1) year from the date of the commencement of construction within the Project 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 VII, unless actual notice of such noncompliance or noncompletion, executed by the Architectural Committee or its designated representatives, shall appear of record in the office of the County Recorder of Orange County, California, or unless legal proceedings shall have been instituted to enforce compliance or completion.

Section 6. 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 hereof and establishing reasonable architectural standards for the Project.

Section 7. 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 consent of a majority of the members thereof, may allow reasonable variances as to any of the covenants, conditions or restrictions contained in this Declaration under the jurisdiction of such Committee, on such terms and conditions as it shall require; provided, however, that all such variances shall be in keeping with the general plan for the improvement and development of the Project.

Section 8. Appointment and Designation. The Architectural Committee may, from time to time, by a majority of the members thereof, delegate any of its rights or responsibilities hereunder to one or more duly licensed architects or other qualified persons who shall have full authority to act on behalf of said Architectural Committee in all matters delegated.

Section 9. Review Fee and Address. All plans and specifications required by Section 1 hereof shall be submitted in writing for approval together with a reasonable processing fee. The address of the Architectural Committee is 17500 Red Hill

Avenue, Suite 100, Irvine, California 92714, or such other place as may from time to time be designated by such Committee by a written instrument recorded in the office of the County Recorder of Orange County. The last instrument so recorded shall be deemed the Architectural Committee's proper address. Such address shall be the place where the current rules and regulations, if any, of such Committee shall be kept.

Section 10. 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 such Committee as to its improvement or maintenance in compliance with the provisions hereof.

ARTICLE VIII

General Restrictions

Section 1. Except as provided in Section 11 of Article XVI hereof, no building, structure or improvement shall be constructed, erected, altered, placed or permitted to remain on any of the Lots within Phase 1 other than a residential dwelling and customary appurtenances designed for occupancy by not more than one Family.

Section 2. Neither the Project, nor any portion thereof, shall be used for any purpose tending to injure the reputation thereof, or to disturb the neighborhood or occupants of adjoining property, or to constitute a nuisance, or in violation of any public law, ordinance or regulation in any way applicable thereto.

Section 3. None of the Lots shall be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or other such non-residential purposes.

Section 4. Subject to the provisions of Section 3 of Article IV, any Common Area shall be used for recreational, social, and pedestrian movement and other purposes authorized under this Declaration and such Supplementary Declarations as may be recorded pursuant to the provisions of Article II hereof.

Section 5. With the exception of one or more chimneys and one or more vent stacks, no projections of any type (including, without limitation, solar heating systems) shall be placed or permitted to remain on or above the roof of any Unit 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 constructed, erected or maintained on any building or on any property within the Project 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.

Section 6. No shed, tent or temporary building shall be erected, maintained or used on any property within the Project; provided, however, that temporary buildings for use and used only for purposes incidental to the initial construction of improvements and dwellings on any portion of the Project may be erected, maintained and used, provided that such erection, maintenance and use has been approved by the Architectural Committee and provided further that said temporary buildings shall be promptly removed upon the completion of such construction work.

Section 7. 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.

Section 8. 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 property within the Project in such a manner as to be visible from any neighboring property; 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 Association or the Owners and parking of vehicles belonging to or being used by Owners for loading or unloading purposes.

Section 9. No privy shall be erected, maintained or used upon any portion of the Project, but a temporary privy may be permitted during the course of construction of a building, provided that such erection, maintenance or use has been approved by the Architectural Committee. Any lavatory, toilet or water closet which shall be erected, maintained or used upon any portion of the Project shall be enclosed and located within a building permitted under this Declaration to be erected within the Project, shall be properly connected with the sewer system and shall be so constructed and operated that no offensive odor shall arise or otherwise escape therefrom.

Section 10. No animals, fowl, reptiles, insects or poultry shall be kept within the Project, except that domestic reptiles, dogs, cats, birds and fish may be kept as household pets upon said property, provided that they are not kept, bred or raised thereon for commercial purposes or in unreasonable quantities. All dogs permitted to be kept by this Section shall be kept on a leash within the Project when not within an enclosed area of a Lot.

Section 11. Except for a sign of customary and reasonable dimensions, the area of which shall not exceed four (4) square feet and advertising a Lot for sale, 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 Project; provided, however, that the Declarant, its agents and designees, may erect and maintain such signs and other advertising devices or structures as they may deem necessary or proper in connection with the conduct of the Declarant's operations for the development, improvement, subdivision and sale of the Lots within the Project.

Section 12. No weeds, rubbish, debris, objects or materials of any kind shall be placed or permitted to accumulate upon any property within the Project which render such property unsanitary, unsightly, offensive or detrimental to any property in the vicinity thereof or to the occupants of any such property in such vicinity. 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 property within the Project 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.

Section 13. No plants or seeds infected with noxious insects or plant diseases shall be brought upon, grown or maintained upon any part of the Project.

Section 14. No noxious or offensive activity shall be carried on upon any property within the Project, nor shall anything be done or maintained thereon which may be or become an annoyance or nuisance to the neighborhood.

Section 15. All buildings and other structures upon the Project and each portion thereof 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.

Section 16. 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 Project which might damage or interfere with established slope ratios, create erosion or sliding problems, or interfere with established drainage systems or patterns. Any area drains, gutters, downspouts, berms, swales and other drainage facilities and systems not maintained by the Association shall be maintained by the Owner thereof in a neat, orderly, safe and sanitary condition and in such a manner as to facilitate the orderly discharge of water by means of same.

Section 17. All landscaping of every kind and character, including shrubs, trees, grass and other plantings shall be neatly trimmed, properly cultivated and maintained continuously by the Owner thereof, other than such landscaping, if any, within a Lot maintained by the Association, in a neat and orderly condition and in a manner to enhance its appearance. Each Owner shall maintain, or cause to be maintained, at his own cost and expense, the tree or

trees planted on his Lot by the Declarant in a neat, safe and orderly condition (including the replacement thereof when necessary or appropriate with the same type of tree or trees as originally planted by the Declarant) and in such a manner as to enhance such tree's or trees' appearance. No Owner shall remove or relocate such tree or trees without first obtaining the written consent of the Architectural Committee.

Section 18. During reasonable hours and after reasonable notice, the Declarant or any agent thereof, so long as the Declarant is an Owner of at least twenty-five percent (25%) of the Lots, or the Association, shall have the right to enter upon and inspect the Project or any portion thereof and the improvements thereon for the purpose of ascertaining whether or not the provisions of this Declaration are being complied with and shall not be liable for or deemed guilty of trespass by reason thereof.

Section 19. Each Member shall be liable to the Association for any damage to any Common Area or any Maintenance Area under the Association's jurisdiction or to any of the equipment or improvements thereon which may be sustained by reason of the negligence or wilful misconduct of said Member or of his family, relatives, guests or invitees, both minor and adult.

Section 20. As used herein, the term "drainage pattern and system" includes, but is not necessarily limited to, underground drain pipes and patterns of drainage over Lots and Common Area. The Owner of each Lot or any Common Area shall have the right to use the established drainage pattern and system for the purpose of draining his Lot or any Common Area and improvements thereon; provided that such right of drainage shall not include the right to discharge noxious or offensive matter. Water from any Lot or any Common Area and the improvements thereon may drain or flow into adjacent streets. Water shall not be allowed to drain or flow on to adjacent Lots or any Common Area, except to the extent provided for by the established drainage pattern and system. All slopes or terraces on any Lot or any Common Area shall be maintained as provided herein so as to prevent any erosion thereof upon adjacent streets or adjoining property.

Section 21. No property within the Project 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 22. None of the restrictions contained within this Article shall limit or be deemed to limit the rights of the Declarant provided for in Section 11 of Article XVI hereof.

ARTICLE IX

Duties and Powers of the Association

Section 1. General. In addition to the duties

and powers enumerated in its Articles and By-Laws, or elsewhere provided for herein, and without limiting the generalities thereof, the Association shall:

(a) Maintain, or cause to be maintained, substantially as originally improved by the Declarant or as may be further improved or modified with the consent of the Architectural Committee and the Board, the landscaped slope areas ("Landscaped Slope Control Areas") more particularly described in the Slope Control Areas Easement Plan attached hereto as Exhibit "C" and incorporated herein by this reference and all landscaping and improvements therein (including drainage or irrigation facilities and systems), in a neat, safe, sanitary and orderly condition (including the repair and replacement of landscaping and improvements when necessary or appropriate) and in such a manner as to enhance their appearance and to preserve established slope ratios, prevent erosion and sliding problems, and facilitate the orderly discharge of water through established drainage systems.

(b) Own, lease, maintain, control and otherwise manage, or cause to be managed, in a neat, safe, attractive, sanitary and orderly condition, any Common Area and all facilities, improvements, walls, fencing, buildings, fire hydrants, utility facilities, parking areas, drainage courses and facilities and landscaping thereon and thereunder, including (subject to the provisions of the Article hereof entitled "Destruction of Common Area Improvements") the reconstruction, repair or replacement thereof when necessary or appropriate, and all other real or personal property acquired by the Association.

(c) Subject to the provisions of the Article hereof entitled "Insurance," maintain such policy or policies of insurance as the Board deems necessary or desirable in furthering the purposes of and protecting the interests of the Association and its Members.

(d) Establish and maintain a working capital and contingency fund in an amount to be determined by the Board.

(e) Enforce the provisions of this Declaration by appropriate means, including, without limitation, the expenditure of funds of the Association, the employment of legal counsel, the commencement of actions, and the promulgation of the Association Rules by the Association.

(f) Maintain, or cause to be maintained, all landscaped slope areas within any Common Area (including any drainage or irrigation facilities or systems located thereon), the maintenance of which is not otherwise provided for in Section 1(a) above or in any Supplementary Declaration recorded in accordance with Article II hereof, in a neat, orderly, safe and sanitary condition (including the repair and replacement of landscaping and improvements when necessary or appropriate) and in such a manner as to enhance their appearance, maintain and preserve established slope ratios, prevent erosion or sliding problems and to facilitate the orderly discharge of water through established

drainage systems and patterns. Any natural slope areas within any 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.

(g) Maintain, or cause to be maintained, such Maintenance Areas as may be established in this Declaration or from time to time by any Supplementary Declaration of Covenants, Conditions and Restrictions recorded in accordance with Article II hereof or by contract between the Association and the Declarant or any public entity.

(h) Pay any real and personal property taxes and other charges assessed against any Common Area unless separately assessed to the Owners.

(i) Obtain, for the benefit of all of any Common Area, all telephone, water, gas and electric services and refuse collections.

(j) Subject to the limitations of Section 3(d) of Article IV hereof, grant easements where necessary for utilities and sewer facilities over any Common Area to serve the Project.

(k) Maintain, or cause to be maintained, all areas within the Project subject to any fuel modification plan (the "Plan") required by the City of Yorba Linda, the County of Orange or any other governmental body or agency, in accordance with the terms and provisions of the Plan, as it may be amended or modified from time to time, and until such time as the Association's duties and obligations under the Plan are assumed by any governmental agency or until such time as the Plan is terminated by the City of Yorba Linda, the County of Orange or any other governmental body or agency.

Section 2. Maintenance Areas and Owner Maintenance Limitations.

(a) To the extent not covered by insurance carried by the Association, the cost of any Landscaped Slope Control Areas maintenance services required to be performed by the Association in accordance with Section 1⁴ hereinabove within the Project which are caused by earthquake, fire, acts of God, riot, civil insurrection or by any other cause, except ordinary wear, tear, or deterioration or the negligence or willful misconduct of the Association in the performance or nonperformance of its duties under this Declaration, shall be borne by the Owner for whose benefit the maintenance services were performed.

(b) The cost of any Landscaped Slope Control Areas maintenance services required to be performed by the Association in accordance with Section 1 hereinabove within the Project which are caused by the negligence or willful misconduct of any Owner, or his Family, relatives, guests or invitees, both minor and adult, shall be borne entirely by such Owner.

(c) No Owner shall provide or cause to be provided any of the maintenance services required to be performed by the Association in accordance with Section 1 hereinabove unless the Board approves the Owner's performance of such services.

(d) Any of the costs required to be paid by an Owner hereunder, if not timely paid, shall be a Special Assessment.

(e) No trees, shrubs, plants or other landscaping shall be installed by any Owner upon any Landscaped Slope Control Areas without the prior written consent of the Architectural Committee and the Board. Any such approved trees, shrubs, plants, or other landscaping shall be maintained by the Owner thereof at his own cost and expense entirely in a neat, safe, sanitary and orderly condition and in such a manner as to enhance their appearance and to preserve established slope ratios, prevent erosion and sliding problems, and facilitate the orderly discharge of water through established drainage systems and patterns; provided, however, upon approval of the Board, such maintenance and/or the cost and expense thereof may be assumed by the Association upon such reasonable terms and conditions as the Board may determine.

Section 3. Use of Agent and Duration of Contracts. The Board may employ a manager or other persons and may contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association. Any contract with a person or firm appointed as a manager or managing agent shall be terminable by the Association for cause upon thirty (30) days' written notice thereof. Any such contract, and any other contract (except prepaid casualty and/or liability insurance policies of not to exceed three (3) years duration where the policy permits short term cancellation by the insured) with a third person wherein the third person is to furnish goods or services for any Common Area or the Association, shall be limited to a duration of one (1) year; provided, however, that such contracts may be renewable for successive one-year periods with the approval, for each such period, by vote or written consent of Members entitled to exercise not less than a majority of the voting power of each class of membership of the Association.

Section 4. Association Rules. The Association shall have the power, as provided in its By-Laws, to adopt, amend and repeal Association Rules. The Association Rules shall govern such matters in furtherance of the purposes of the Association as the Board shall deem appropriate, including, without limitation, the use and enjoyment of any Common Area and facilities thereon, if any; provided, however, that the Association Rules may not discriminate among Members and shall not be inconsistent with this Declaration, the Articles or By-Laws. A copy of the 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 Common Area.

Upon such mailing or delivery and posting, the Association Rules shall have the same force and effect as if they were set forth in and were part of this Declaration. In the event of any conflict between any such Association Rules and any provisions of this Declaration, the Articles or the By-Laws, the provisions of the Association Rules shall be deemed to be superseded by such other provisions to the extent of any such inconsistency.

Section 5. Entry and Emergency Powers. The Association or any person authorized by the Association may enter any Lot in the event of any emergency involving illness or potential danger to life or property, or in non-emergency situations, after reasonable notice and at reasonable hours, for the purpose of performing its duties and exercising its powers as set forth in this Declaration (including entry when necessary in connection with construction, maintenance, or repair for the benefit of any Common Area or the Owners in common). Any damage caused by said entry shall be repaired at the cost of the Association.

Section 6. Sales of Association Property. No property of the Association shall, during any fiscal year, be sold which has an aggregate fair market value greater than five percent (5%) of the budgeted Common Expenses for such fiscal year without the vote or written consent of a majority of each class of Members.

Section 7. Enforcement of Bonded Obligations. In the event any Common Area improvements included within any portion of the Project have not been completed prior to the issuance under the California Real Estate Law of the final subdivision public report covering such portion and the 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 Association to enforce the obligations under the Bond with respect to any improvement within any Common Area for which a Notice of Completion has not been filed within sixty (60) days after the completion date specified for that improvement in the Planned Construction Statement appended to the Bond. If the Association has given an extension in writing for the completion of any Common Area improvement, the Board shall consider and vote on the aforesaid question if a Notice of Completion has not been filed within thirty (30) days after the expiration of 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. The Declarant shall not vote at any such meeting. Such meeting shall be held not less than fifteen (15) days nor more than thirty (30) days after receipt by the Board of a petition for such a meeting signed

by Members representing a percentage, to be prescribed by the Board, of not less than five percent (5%) nor more than ten percent (10%) of the total voting power of the Association.

(c) A vote of a majority of the voting power of the 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 Association and the Board shall thereafter implement the decision by initiating and pursuing appropriate action in the name of the Association.

ARTICLE X

Easements

Section 1. Slope Control Areas, Common Area and Maintenance Area. There shall be granted to the Association over the Landscaped Slope Control Areas an easement or easements for purposes of maintenance of said Areas in accordance with the provisions of Section 1, Article IX hereinabove, together with a license in favor of the Association, its agents and representatives, to traverse upon such additional contiguous property as shall be necessary to gain access to the Landscaped Slope Control Areas and to gain access to any Common Area or Maintenance Area. Each Owner agrees, for himself and his heirs, successors, executors, administrators and assigns, that he will permit free access by the Association and its authorized agents and representatives for the purpose of exercising its rights and duties with respect to the Landscaped Slope Control Areas, other Maintenance Area and any Common Area. The Association shall have the right to alter, trim and otherwise modify and to maintain trees, plants, shrubs and other landscaping on the Landscaped Slope Control Areas and no Owner shall alter, trim or remove trees, plants, shrubs or landscaping on the Landscaped Slope Control Areas without the prior written approval of the Board.

Section 2. Encroachments. Declarant shall grant to each Owner of a Lot an easement over all adjoining property (including Lots and any Common Area) for the purpose of:

(a) Accommodating trellises, eaves, overhangs, balconies and other similar projections created during the original construction of the Project or the reconstruction or repair of a Unit in accordance with plans and specifications approved by the Architectural Committee;

(b) Accommodating minor 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 or shifting or movement of a building or other structure;

(c) Maintaining, repairing and reconstructing such trellises, eaves, overhangs, balconies, projections and encroachments; and

(d) Accepting water from drainage patterns and systems referenced, but not by way of limitation, in Section 20 of Article VIII.

Each Owner agrees, for himself and his heirs, successors, executors, administrators and assigns, and the Association agrees, for itself and its successors and assigns, that each will permit free access, at reasonable times and upon reasonable notice, by each Owner for whose benefit an easement shall be granted hereunder for the purpose of exercising his rights with respect to such maintenance, repair and/or construction.

ARTICLE XI

Reservation of Easements by Declarant

Section 1. Utilities. Easements over the Project for the installation, maintenance, service, repair, reconstruction and replacement of electric, telephone, cable television, water, gas, sanitary sewer lines and drainage facilities as shown on the recorded tract maps and parcel maps of the Project, are hereby reserved by the Declarant, together with the right to grant and transfer the same.

Section 2. Common Area. There is hereby reserved by the Declarant, including, without limitation, its sales agents and representatives and prospective purchasers of Lots, together with the right in the Declarant to grant and transfer the same, over any Common Area as the same may from time to time exist, easements for construction, display, sales offices and incidental parking and exhibit purposes in connection with the construction, development and sale of Units and Lots within the Project and for such other purposes and subject to such limitations as may be provided in Section 11 of Article XVI; provided, however, that such use by the Declarant and others shall not unreasonably interfere with the reasonable use and enjoyment of any Common Area by the Members.

Section 3. Discharge of Rights and Obligations. There is hereby reserved by the Declarant, together with the right to grant and transfer the same, easements over the Project for the purpose of permitting the Association, the Board, the Architectural Committee, the Declarant and others to discharge their rights and obligations as described in this Declaration.

ARTICLE XII

Insurance

Section 1. Types. The Association, to the extent available, shall obtain and continue in effect in its own name the following types of insurance:

(a) A comprehensive policy of public liability insurance covering any Common Area and improvements thereto with a limit of not less than One Million Dollars (\$1,000,000) 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 non-owned and hired automobile and liability for property of others, and such other risks as shall customarily be covered with respect to similar planned unit developments in the area of the Project. Said 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 Association or other Owners.

(b) A policy of fire and casualty insurance, with extended coverage endorsement for the full replacement value of any Common Area (including all building service equipment and the like), and the landscaping, facilities and improvements upon any Maintenance Area required to be maintained by the Association, without deduction for depreciation, with an "agreed amount endorsement" or its equivalent and clauses waiving subrogation against Members and the Association and persons upon the Project with the permission of a Member. Such insurance shall afford protection against at least 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 shall customarily be covered with respect to similar planned unit developments in the area of the Project.

(c) Fidelity coverage against dishonest acts on the part of directors, officers, employees or volunteers who handle the funds of the Association. Such fidelity bonds shall name the Association as obligee, shall be written in an amount equal to one hundred fifty percent (150%) of the estimated annual operating expenses of the Association, including reserves, and shall contain waivers of any defense based on the exclusion of persons who serve without compensation or from any definition of "employee" or similar expression.

Section 2. Waiver By Members. As to each of said policies, which will not be voided or impaired thereby, the Members hereby waive and release all claims against the Association, the Board, the Declarant and agents and employees of each of the foregoing, 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 3. Other Insurance; Annual Review. The Association may purchase such other insurance as it may deem necessary, including, but not limited to, plate-glass, workmen's 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 Common Area and other areas referenced herein in light of increased construction costs, inflation, practice in the area in which the Project 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 Association. If the Board determines that increased coverage or additional insurance is appropriate, it shall obtain the same.

Section 4. Premiums and Proceeds. Insurance premiums for any insurance coverage obtained by the Association pursuant to this Article shall be a Common Expense to be included in the Regular Assessments levied by the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried, or otherwise disposed of as provided in the Article entitled "Destruction of Common Area Improvements" in this Declaration. The Association is hereby granted the authority to negotiate loss settlements with the appropriate insurance carriers. Any two directors of the 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 Association and the Members.

Section 5. Abandonment of Replacement Cost Insurance. Unless at least seventy-five percent (75%) of the First Beneficiaries based on one (1) vote for each deed of trust have given their prior written approval, the 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 (100%) current replacement cost basis.

Section 6. Requirements of FNMA, GNMA and FHLMC. Notwithstanding the foregoing provisions of this Article, the Association shall continuously maintain in effect such casualty, flood and liability insurance and a fidelity bond meeting the insurance and fidelity bond requirements for planned unit development projects established by the Federal National Mortgage Association, the Government National Mortgage Association and the Federal Home Loan Mortgage Corporation, so long as any of the foregoing is a First Beneficiary or Owner within the Project, except to the extent such coverage is not available or has been waived in writing by the foregoing entities.

ARTICLE XIII

Destruction of Common Area Improvements

In the event of partial or total destruction of improvements upon any Common Area, it shall be the duty of the Association to restore and repair the same to their former condition as promptly as is practical and in a lawful and workmanlike manner. The proceeds of any insurance maintained pursuant to this Declaration shall be used for such purpose, subject to the prior rights of beneficiaries of deeds of trust whose interests may be protected by said policies. In the event that the amount available from the proceeds of such insurance policies for such restoration and repair shall be at least eighty-five (85%) of the estimated costs of restoration and repair, a Reconstruction Assessment, with each Owner contributing a like sum, may be levied by the Association to provide the necessary funds for such reconstruction and repair, over and above the amount of any insurance proceeds available from the proceeds of such insurance policies for such restoration and repair. In the event that the amount available from the proceeds of such insurance policies for such restoration and repair shall be less than eighty-five percent (85%) of the estimated cost of restoration and repair, the improvements shall not be replaced or restored unless approved by the vote or written consent of Members entitled to exercise two-thirds (2/3) of the voting power of the membership of the Association. In the event of a determination not to replace or restore the improvements on any Common Area, any Common Area shall be cleared and landscaped for community park use; provided, however, that there shall exist in such Common Area adequate vehicular and pedestrian rights-of-way for the Owners of Lots to insure legal access thereto, and the costs thereof shall be paid for with the insurance proceeds, and any deficiency may 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 Association. Notwithstanding anything to the contrary contained in this Article XIII, the distribution of any insurance proceeds for any damage or destruction to any Common Area shall be subject to the prior rights of beneficiaries under deeds of trust.

ARTICLE XIV

Eminent Domain

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 Common Area, the Members of the Association 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. Subject to the prior rights of beneficiaries of deeds of trust, if any, any awards received on account of the taking shall be paid to the Association. In the event of a taking of less than all of any Common Area, the rules as to restoration and replacement of any Common Area and the improvements thereon shall apply as in the case of destruction of improvements upon any Common Area. In the event of a total taking, the Board shall retain any award in the general funds of the Association.

ARTICLE XV

Rights of Lenders

Section 1. Filing Notice; Notices and Approvals.

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

Section 2. Priority of Mortgage Lien. No breach of the covenants, conditions or restrictions herein contained, nor the enforcement of any lien provisions herein, shall affect, impair, defeat or render invalid the lien or charge of any deed of trust made in good faith and for value encumbering any Lot, 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.

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

Section 4. Relationship with Assessment Liens.

(a) The lien provided for in the Article hereof entitled "Non-Payment of Assessments" for the payment of Assessments shall be subordinate to the lien of any deed of trust which was recorded prior to the date any such Assessment becomes due.

(b) If any Lot subject to a monetary lien created by any provision hereof shall be subject to the lien of a deed of trust, the foreclosure of any lien created by anything set forth in this Declaration shall not operate to affect or impair the lien of such deed of trust and the foreclosure of the deed of trust or sale under a power of sale included in such deed of trust (such events being hereinbelow referred to as "Events of Foreclosure") shall not operate to affect or impair the lien hereof.

(c) Any beneficiary who obtains title to a Lot by reason of any of the Events of Foreclosure, or any purchaser at a private or judicial foreclosure sale, shall take title to such Lot free of any lien or claim for unpaid Assessments against such Lot which accrue prior to the time such beneficiary or purchaser obtains title to a Lot by reason of any of the Events of Foreclosure, except for liens or claims for a share of such Assessments resulting from a reallocation of such Assessments to all Lots within the Project, but shall take title to such Lot subject to any lien or claim for unpaid Assessments against such Lot which accrues subsequently to the time such beneficiary or purchaser obtains title to a Lot by reason of any of the Events of Foreclosure.

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

Section 5. Seventy-Five Percent Vote of Beneficiaries. Except upon the prior written approval of at least seventy-five percent (75%) of all First Beneficiaries, based on one (1) vote for each deed of trust, neither the Association nor the Members shall be entitled to do any of the following:

(a) Dissolve the Association or abandon or terminate the maintenance of any Common Area by the Association;

(b) Amend a material provision of this Declaration, the By-Laws or the Articles, and, without limiting the generality of the foregoing, the following shall be deemed material: (i) the provisions of this Article, (ii) the provisions of the Article hereof entitled "Insurance," (iii) any other rights granted specifically to beneficiaries pursuant to any other provision of this Declaration, or (iv) any provision of this Declaration which is a requirement of the Federal National Mortgage Association, the Government National Mortgage Association or the Federal Home Loan Mortgage Corporation;

(c) Effectuate any decision to terminate professional management and assume self-management of the Project.

Section 6. Approval Rights of First Beneficiaries.

Any Common Area may not be abandoned, partitioned, sold, alienated, subdivided, released, transferred, hypothecated or otherwise encumbered without the prior approval of all First Beneficiaries; provided, however, the granting of easements for public utilities or other public purposes consistent with the intended use of any Common Area shall not require such approval.

Section 7. Other Rights of First Beneficiaries.

Any First Beneficiary shall, upon written request to the Association, be entitled to:

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

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

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

Section 8. Beneficiaries Furnishing Information.

Beneficiaries are hereby authorized to furnish information to the Board concerning the status of any loan encumbering a Lot.

Section 9. Notice to First Beneficiaries of Owner Default.

Any First Beneficiary shall be entitled to written notification from the Association of any default in the performance of the obligations imposed by this Declaration by the Owner whose Lot is encumbered by such beneficiary's deed of trust, which default has not been cured within sixty (60) days of a request therefor by the Association; provided,

however, the Association shall only be obligated to provide such notice to First Beneficiaries who have previously requested such notice in writing.

Section 10. Right of First Refusal. In the event this Declaration is amended to provide for any right of first refusal in the Association, a beneficiary who comes into possession of a Lot pursuant to a judicial foreclosure, a deed in lieu of foreclosure or a trustee's sale shall be exempt therefrom.

Section 11. Conflicts. In the event of any conflict between any of the provisions of this Article and any of the other provisions of this Declaration, the provisions of this Article shall control.

Section 12. Voting Rights of First Beneficiaries. In the event of a default by the Owner of any Lot in any payment due under the terms of any first deed of trust or the promissory note secured thereby, the First Beneficiary or his representative shall have the right, upon giving written notice to such defaulting Owner and placing of record a notice of default, to exercise the voting rights of such defaulting Owner attributable to such Lot at any regular or special meeting of the Members held during such time as such default may continue.

Section 13. Notice of Destruction or Taking. In the event that any Common Area or any portion thereof is substantially damaged or is made the subject of any condemnation proceeding in eminent domain or is otherwise sought to be acquired by a condemning authority, the Board shall promptly notify any First Beneficiary affected by such destruction, taking or threatened taking. As used in this Section, "substantially damaged" shall mean damage exceeding Ten Thousand Dollars (\$10,000). If requested in writing by a First Beneficiary, the Association shall evidence its obligations under this Section in a written agreement in favor of such First Beneficiary.

Section 14. Payments of Taxes or Premiums by First Beneficiaries. First Beneficiaries may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Common Area, unless such taxes or charges are separately assessed against the Owners in which case the rights of First Beneficiaries shall be governed by the provisions of their deeds of trust. First Beneficiaries may, jointly or singly, also pay overdue premiums on hazard insurance policies, or secure a new hazard insurance coverage on the lapse of a policy, for any Common Area and First Beneficiaries making such payments shall be owed immediate reimbursement therefor from the Association. Entitlement to such reimbursement shall be reflected in an agreement in favor of any First Beneficiary which requests the same to be executed by the Association.

ARTICLE XVI

General Provisions

Section 1. Duration. The covenants, conditions, restrictions, easements, reservations, liens and charges of this Declaration shall run with and bind the property within the Project and shall inure to the benefit of and be enforceable as provided herein by the Association, or the Owner, including the Declarant, of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, and are imposed upon the real property within the Project as a servitude in favor of each and every parcel of land therein as a dominant tenement, for a term of sixty (60) years from the date this Declaration is recorded, after which time said covenants, conditions, restrictions, easements, reservations, liens and charges shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by a majority of the then Owners of the Lots, has been recorded with the Orange County Recorder, agreeing to change said covenants, conditions and restrictions in whole or in part. In the event a Lot 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 2. Amendment. Subject to the other provisions of this Declaration, including, without limitation, the rights of First Beneficiaries and/or beneficiaries pursuant to the Article hereof entitled "Rights of Lenders," this Declaration may be amended only by an instrument in writing signed by not less than seventy-five percent (75%) of each class of Members. When the Class B membership becomes converted to Class A membership in accordance with the provisions of Section 3 of Article III hereinabove, this Declaration may be amended, subject to the other provisions of this Declaration, including, without limitation, the rights of First Beneficiaries and/or beneficiaries pursuant to the Article hereof entitled "Rights of Lenders," only by an instrument in writing signed by not less than (i) seventy-five percent (75%) of the Members and (ii) a majority of the Members other than the Declarant. Any amendment must be properly recorded. In the event a Lot is owned by more than one Owner, any one of the Co-Owners may sign such instrument in writing on behalf of all Co-Owners.

Notwithstanding the foregoing, prior to the sale of any Lot to an Owner who acquires any such Lot for residential use, the Declarant may unilaterally amend this Declaration in any manner it may wish. Any such amendment by the Declarant shall not require the consent of any person or entity acquiring any Lot or Lots for the purpose of constructing and selling Units or who otherwise acquires such Lot or Lots without the intent of residing thereon.

Section 3. Notices. Any notice required to be sent to any Member, Owner or First Beneficiary under the provisions of this 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

a Member or Owner on the records of the Association at the time of such mailing, and, if to a First Beneficiary, to the address furnished to the Association by such beneficiary for the purposes of notice or, if no such address is furnished, to any office of the First Beneficiary in the County of Orange, or if no such office is located in said County, to any office of the First Beneficiary. In the case of Co-Owners, any such notice may be delivered or sent to any one of the Co-Owners.

Section 4. Enforcement.

(a) The Association or the Owner of any Lot, including the Declarant, shall have the right to enforce by proceedings at law or in equity all covenants, conditions, restrictions, easements, reservations, liens and charges now or hereafter imposed by this Declaration, as amended and supplemented, the Articles and By-Laws, 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, easements, reservations, liens or charges 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 the Association fail to perform its duties of repair and maintenance of any Common Area or any Maintenance Area as specified herein or should any Owner fail to comply with the provisions of Article VIII hereof and should any such failure of the Association or an Owner continue for a period of thirty (30) days following written notice of such failure from the Declarant to the Association or from the Declarant and/or the Association to the Owner, the Declarant and/or the Association, as the case may be, shall have the right, but not the duty, to perform all or a portion of such repair and maintenance and the Declarant and/or the Association shall have the right, but not the duty, to correct any such noncompliance, and the cost thereof shall be borne by the Association or any such Owner, respectively; provided, however, that in the event such costs are not paid to the Declarant or the Association, as the case may be, within thirty (30) days after the Declarant or the Association has furnished a statement therefor, the Declarant in the case of a failure by the Association, and Declarant and/or the Association in the case of a failure by an Owner, shall have the right, but not the duty, to levy a Special Assessment against each Owner on a pro rata basis to cover such costs of maintenance and repair or against any such Owner to cover the costs of correction, if any, of such noncompliance, as the case may be. The Declarant shall have the same remedies as the Association has pursuant to Article VI hereinabove to collect delinquent Special Assessments. No one or more failures or refusals by the Declarant to accomplish such repair and maintenance work or by the Declarant and/or the Association to accomplish such compliance which the Association or an Owner shall have failed to perform shall be deemed a waiver of the right in the Declarant or the Association, as the case may be, to perform such work at a later time as to the same or different work or compliance.

(c) The result of every action or omission whereby any covenant, condition, restriction, easement, reservation, lien or charge herein contained 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 Association or any Owner, including the Declarant, subject to these restrictions.

(d) In any legal or equitable proceeding for the enforcement or to restrain the violation of these covenants, conditions, restrictions, easements, reservations, liens or charges or any provisions hereof, 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. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

(e) Failure by the Declarant, the Association, or by any Owner to enforce any covenant, condition, restriction, easement, reservation, lien or charge herein contained shall in no event be deemed a waiver of any breach or violation or a waiver of the right to do so thereafter.

(f) Nothing contained herein shall be deemed to require the Declarant to enforce any covenant, condition, restriction, easement, reservation, lien, charge or provision hereof.

Section 5. Severability. Invalidation of any one or more of these covenants, conditions, restrictions, easements, reservations, liens or charges 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 Declaration.

Section 6. Breach of Restrictions, Easements, Conditions, Covenants and Reservations. A breach of any of the restrictions, easements, conditions, covenants, reservations, liens or charges herein contained shall not defeat or render invalid the lien of any deed of trust made in good faith and for value as to any Lot in the Project but said restrictions, easements, conditions, covenants, reservations, liens and charges shall be binding upon and effective against any Owner thereof whose title thereto is acquired by foreclosure, trustee's sale or otherwise.

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

Section 8. Singular Includes Plural. Whenever the context of this Declaration requires same, the singular shall include the plural and the masculine shall include the feminine.

Section 9. Construction. The provisions of this Declaration shall be liberally construed to effectuate this Declaration's purpose of creating a uniform plan for the development of a residential community with private social and recreational areas and for the maintenance of such areas.

Section 10. Phased Development. It is the intention of the Declarant to develop the Project into a single interrelated and interdependent residential community in which the rights of all residents will be determined in substantially the same manner. The Declarant contemplates that it will construct the Project and/or cause it to be constructed in several phases and annex each phase to Phase 1 in accordance with Article II of this Declaration. Although the Declarant contemplates the construction of such additional phases, it shall in no way be obligated to do so.

Section 11. Construction by Declarant. Nothing in this Declaration shall limit the right of the Declarant to commence and complete construction of improvements to the Project or to alter the foregoing or the Lots or any Common Area or to construct such additional improvements as the Declarant deems advisable prior to the completion and sale of the entire Project. The Declarant may use any of the property within the Project owned by it for model home sites and incidental parking and for any other purpose for which the Declarant may use any Common Area as provided in this Section 11. 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 Common Area for any purpose in connection with or incidental to (a) the construction, development, sale, lease or other transfer of property within or adjacent to the Project (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 Project and/or (c) the exercise of any rights or powers granted hereunder 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 Common Area by the Members. The Declarant reserves the right to alter its construction and development plans and designs as it deems appropriate. This 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 additional licenses, reservations and rights-of-way to itself, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Project.

Section 12. Nonliability of Officials. To the fullest extent permitted by law, neither the Board, any committees of the Association nor any member thereof shall be liable to any Member or Owner or the Association for any damage, loss or prejudice suffered or claimed on account of any decision, approval or disapproval of plans or specifica-

tions (whether or not defective), course of action, act, omission, error, negligence or the like made in good faith within which such Board, committee, or persons reasonably believed to be the scope of their duties.

Section 13. Obligation of Owners and Members.

The terms and provisions set forth in this Declaration are binding upon all Owners of all Lots, the Association and all Members. In addition, both the Member and the Lot owned shall be subject to the terms and provisions of the Articles and By-Laws as the same may from time to time be amended. Each Member shall cause the Association to exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in this Declaration, the Articles and By-Laws.

Section 14. Leases of Lots. Any Owner who shall lease his Lot to any person or entity shall be responsible for assuring compliance by any such person or entity with all of the covenants, conditions, restrictions, easements, reservations, liens and charges of this Declaration, as amended and supplemented. 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 Declaration, the Articles and By-Laws, 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. Mergers and Consolidations. Upon a merger or consolidation of the Association with another association as provided in the Articles, its properties, rights and obligations may be transferred to the surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may, subject to the terms and provisions of this Declaration, administer the covenants, conditions, restrictions, easements, reservations, liens and charges established by this Declaration, as supplemented and amended, with respect to the Project, together with the covenants, conditions, restrictions, easements, reservations, liens and charges established upon any other property, as one general plan and scheme or in such other plan of administration as the surviving or consolidated corporation deems reasonable.

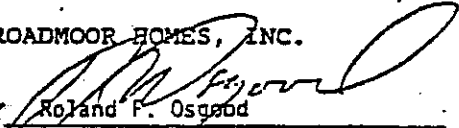
Section 16. Assignment of Rights and/or Duties.

Any or all of the rights and/or duties, if any, of the Declarant herein 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

herein, and, thereupon, the Declarant shall be relieved of the performance of any further duty, if any, hereunder.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal on the day and year first above written.

BROADMOOR HOMES, INC.

BY  Roland F. Osgood

ITS Executive Vice President

BY  Bette J. Fazekas

ITS Assistant Secretary

"Declarant"

STATE OF CALIFORNIA }
COUNTY OF ORANGE }

ss.

On July 17, 1978, before me, the undersigned,
a Notary Public in and for said State, personally appeared
Roland F. Osgood, known to me to be the Executive Vice
President, and Bette J. Fazekas, known to me
to be the Assistant Secretary of Broadmoor Homes, Inc.,
the corporation that executed the within instrument, known
to me to be the persons who executed the within instrument
on behalf of said corporation, and acknowledged to me that said
corporation executed the within instrument pursuant to its
by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature Germaine B. Gums



EXHIBIT "A"

LOTS 1-60 OF TRACT 9957 AS SHOWN ON A MAP RECORDED IN BOOK
424, PAGES 39 THROUGH 43, INCLUSIVE, OF MISCELLANEOUS MAPS,
RECORDS OF ORANGE COUNTY, CALIFORNIA.

EXHIBIT "A"

REAL PROPERTY THAT MAY BE ANNEXED TO RANCHO DOMINGUEZ

COMMUNITY ASSOCIATION

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

PARCELS 1 AND 2 AS SHOWN ON A MAP RECORDED IN BOOK 106, PAGES
5 TO 8, INCLUSIVE, OF PARCEL MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM TRACT NO. 9954 AS SHOWN ON A MAP RECORDED IN BOOK
421, PAGES 23, TO 28, INCLUSIVE, OF MISCELLANEOUS MAPS, RECORDS OF
ORANGE COUNTY, CALIFORNIA.

ALSO EXCEPTING THEREFROM TRACT NO. 9957, AS SHOWN ON A MAP RECORDED
IN BOOK 424, PAGES 39 TO 43, INCLUSIVE, OF MISCELLANEOUS MAPS, RECORDS
OF ORANGE COUNTY, CALIFORNIA.

EXHIBIT "B"

CONFORMED COPY
Not Compared with Original

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

\$7.00

Broadmoor Homes
17500 Red Hill Avenue
Suite 100
Irvine, California 92714

CONFORMED COPY

Attention: R. Saienni

RECORDED AT REQUEST OF
FIRST AMER. TITLE INS. CO.
IN OFFICIAL RECORDS OF
ORANGE COUNTY, CALIFORNIA
8:00 A.M. SEP 11 1978
LEE A. DEAN, County Recorder

(Space above this line for Recorder's Use)

AMENDMENT TO
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
RANCHO DOMINGUEZ SINGLE FAMILY HOMES

THIS AMENDMENT TO DECLARATION ("Amendment") is made this 7th day of September, 1978, by Genstar Development Inc. (Broadmoor Homes Division) ["Broadmoor"]. Broadmoor shall be referred to hereinbelow as the "Declarant." Declarant is the successor of Broadmoor Homes, Inc. (the prior "Declarant" under the Declaration referred to in Recital A below), having acquired said entity's entire fee interest in the Project (as defined in the Declaration).

RECITALS

A. Broadmoor Homes, Inc., caused that certain Declaration of Covenants, Conditions and Restrictions for Rancho Dominguez Single Family Homes ("Declaration") to be recorded on July 20, 1978, in Book 12766, Pages 859 through 907, inclusive, of Official Records of Orange County, California.

B. Declarant is the owner of all of the real property covered by the Declaration. Declarant desires to amend the Declaration and, as the owner of said real property, is entitled to make and record this Amendment.

NOW, THEREFORE, Declarant hereby amends the
Declaration as follows:

1. The following Section is hereby added after the
end of Section 7(c) of Article IX of the Declaration:

"Section 8. Commencement of Maintenance
Obligations.

Upon the conveyance of record of any Common Area or any
Maintenance Area to the Association in accordance with
the terms and provisions of this Declaration, the
Association shall be deemed to have accepted such
Common Area or Maintenance Area and the Association's
duties and obligations with respect thereto (including,
without limitation, the maintenance and management
thereof) as set forth in this Declaration shall auto-
matically commence upon such conveyance of record."

2. Exhibit "C" to the Declaration is hereby deleted
and replaced by Exhibit "C" attached hereto and incorporated
herein by this reference.

3. Except as provided herein, all of the terms and
provisions of the Declaration shall remain in full force and
effect.

IN WITNESS WHEREOF, the Declarant has executed this
Amendment on the day and year first above written.



GENSTAR DEVELOPMENT INC.
(Broadmoor Homes Division)

By Roland F. Osgood

Its, Vice President

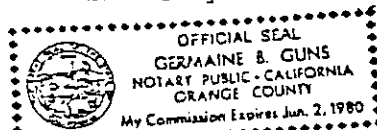
By Bette J. Fazekas

Its Assistant Secretary

STATE OF CALIFORNIA)
) SS.
COUNTY OF ORANGE)

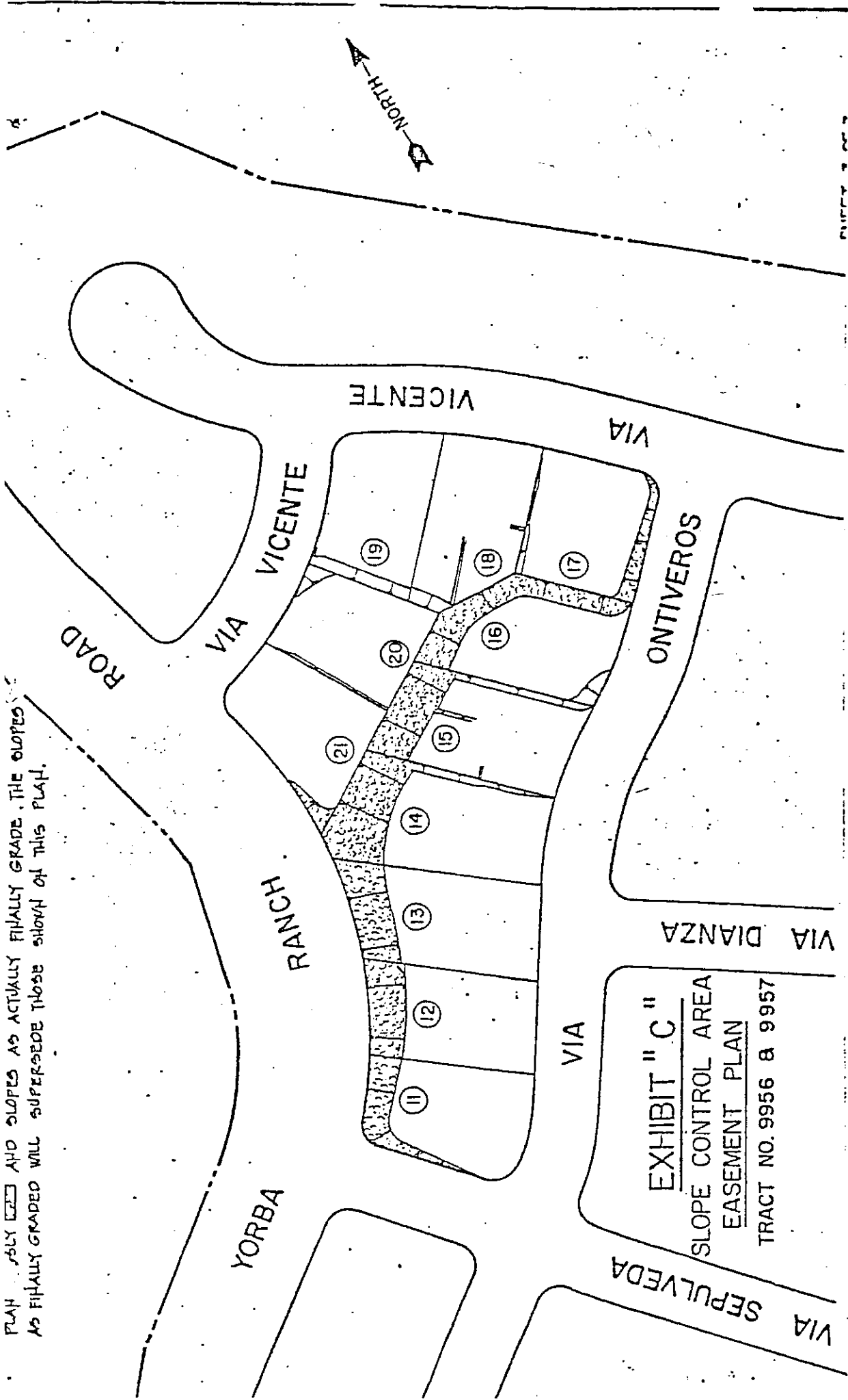
On September 7, 1978, 1978, before me, the
undersigned, a Notary Public in and for said State, personally
appeared Roland F. Osgood, known to me to be the Vice Presi-
dent, and Bette J. Fazekas, known to me to be the
Assistant Secretary of Genstar Development Inc.
(Broadmoor Homes Division), the corporation that executed the
within instrument on behalf of said corporation, and
acknowledged to me that said corporation executed the within
instrument pursuant to its by-laws or a resolution of its board
of directors.

WITNESS my hand and official seal.



Germaine B. Guns

PLAN ONLY AND SLOPES AS ACTUALLY FINALLY GRADE. THE SLOPES AS FINALLY GRADED WILL SUPERSEDE THOSE SHOWN ON THIS PLAN.



PLAN, TRUSSET LINES AND SLOPES AS ACTUALLY FINALLY GRADED. NALLY GRADED WILL SUPERSEDE THOSE SHOWN ON THIS PLA

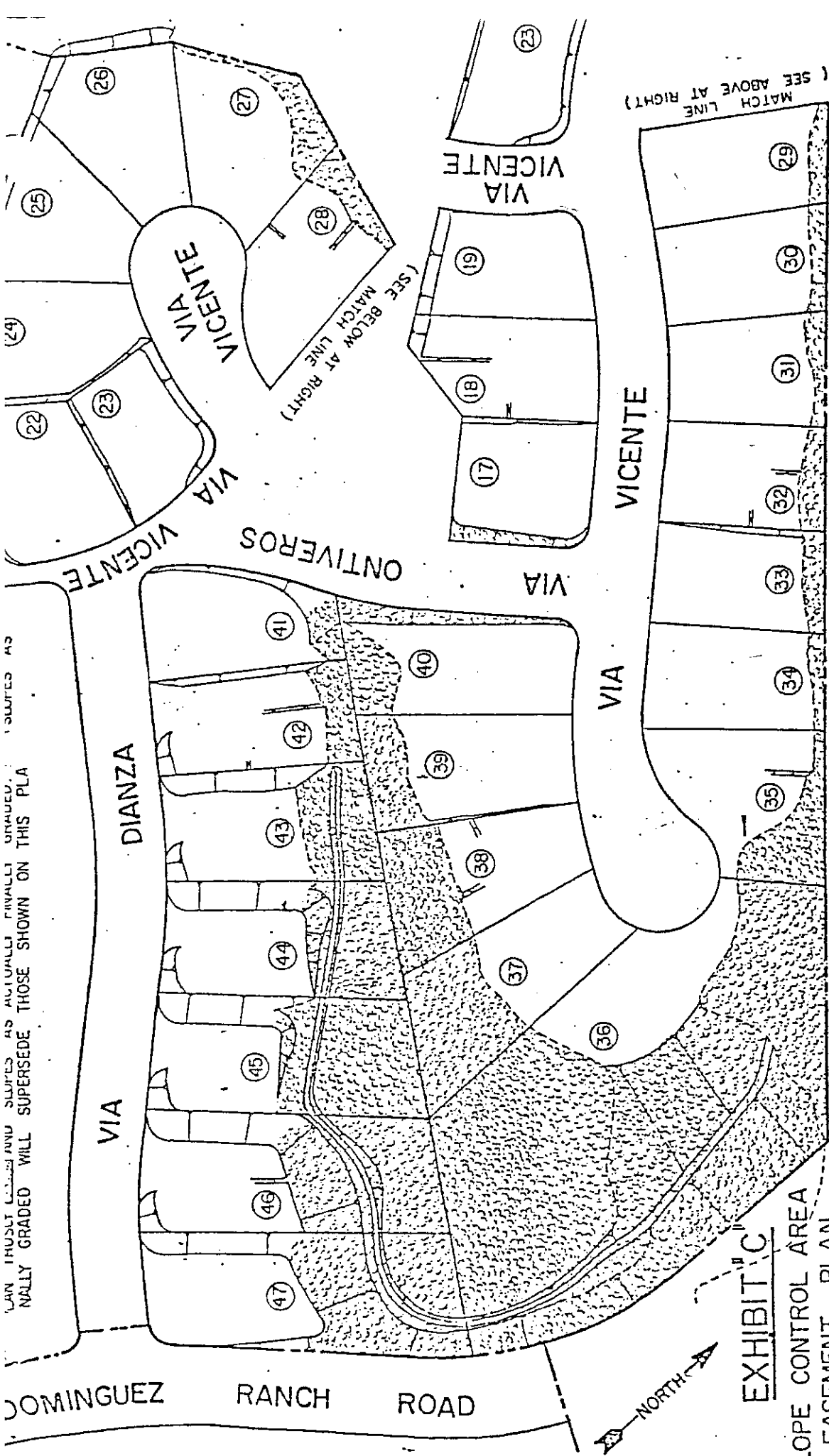


EXHIBIT "C"
SLOPE CONTROL AREA
EASEMENT PLAN
TRACT NO. 9956 & 9957

THE EVENT OF ANY VARIANCE BETWEEN THE SLOPES AS SHOWN ON THIS PLAN THUSLY ENTERED AND SLOPES AS ACTUALLY FINALLY GRADED, THE SLOPES AS FINALLY GRADED WILL SUPERSEDE THOSE SHOWN ON THIS PLAN.

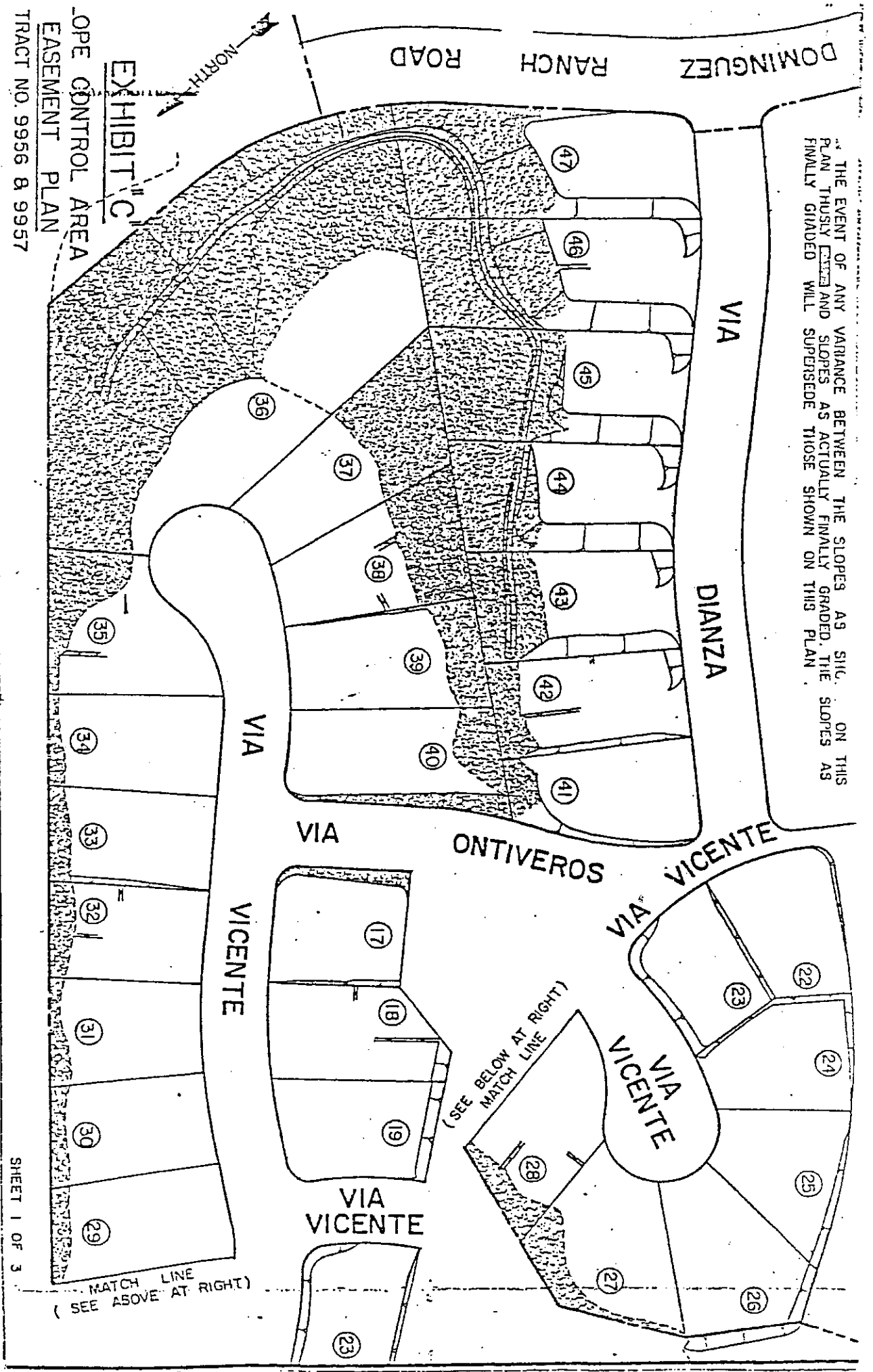
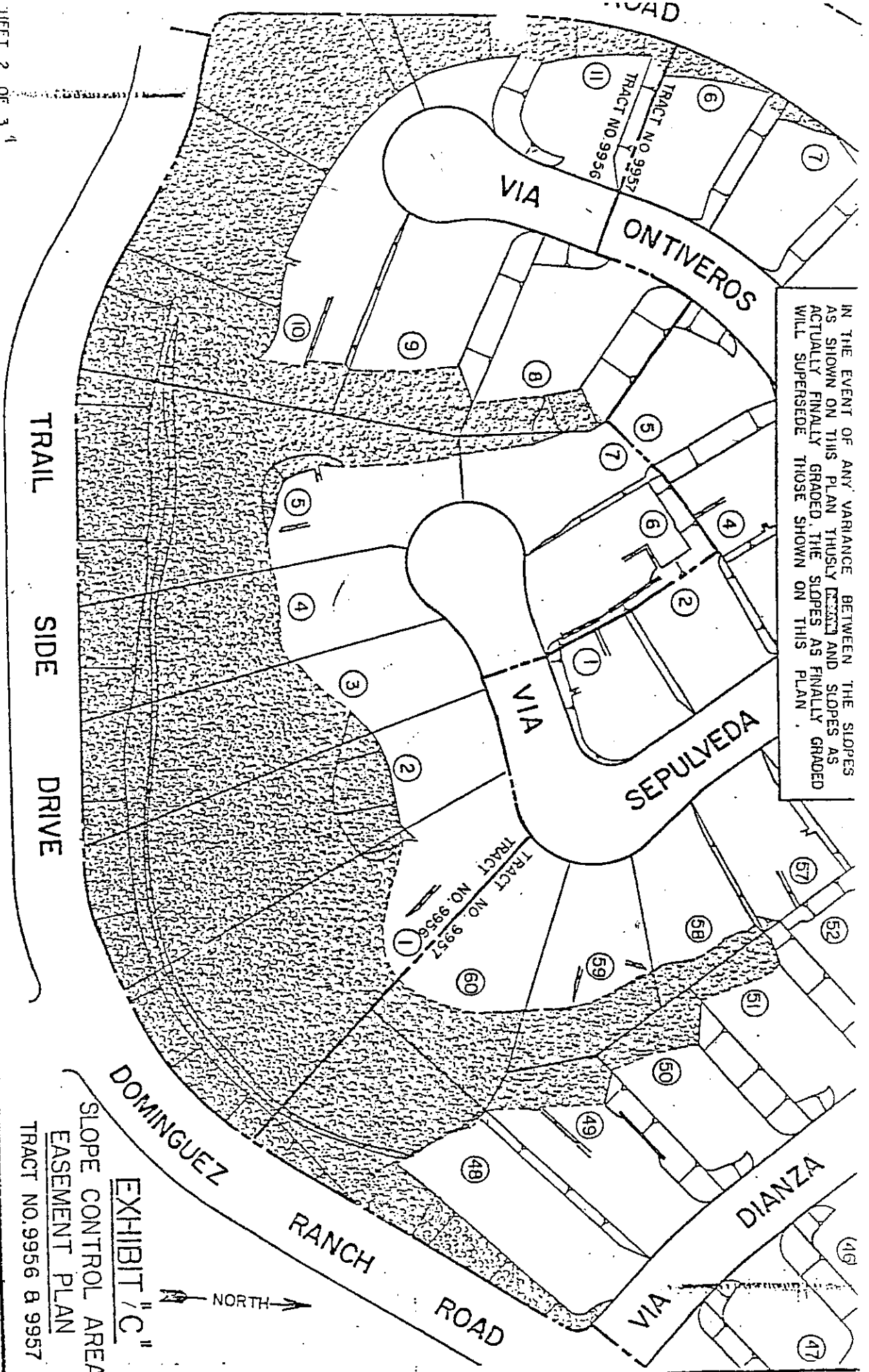


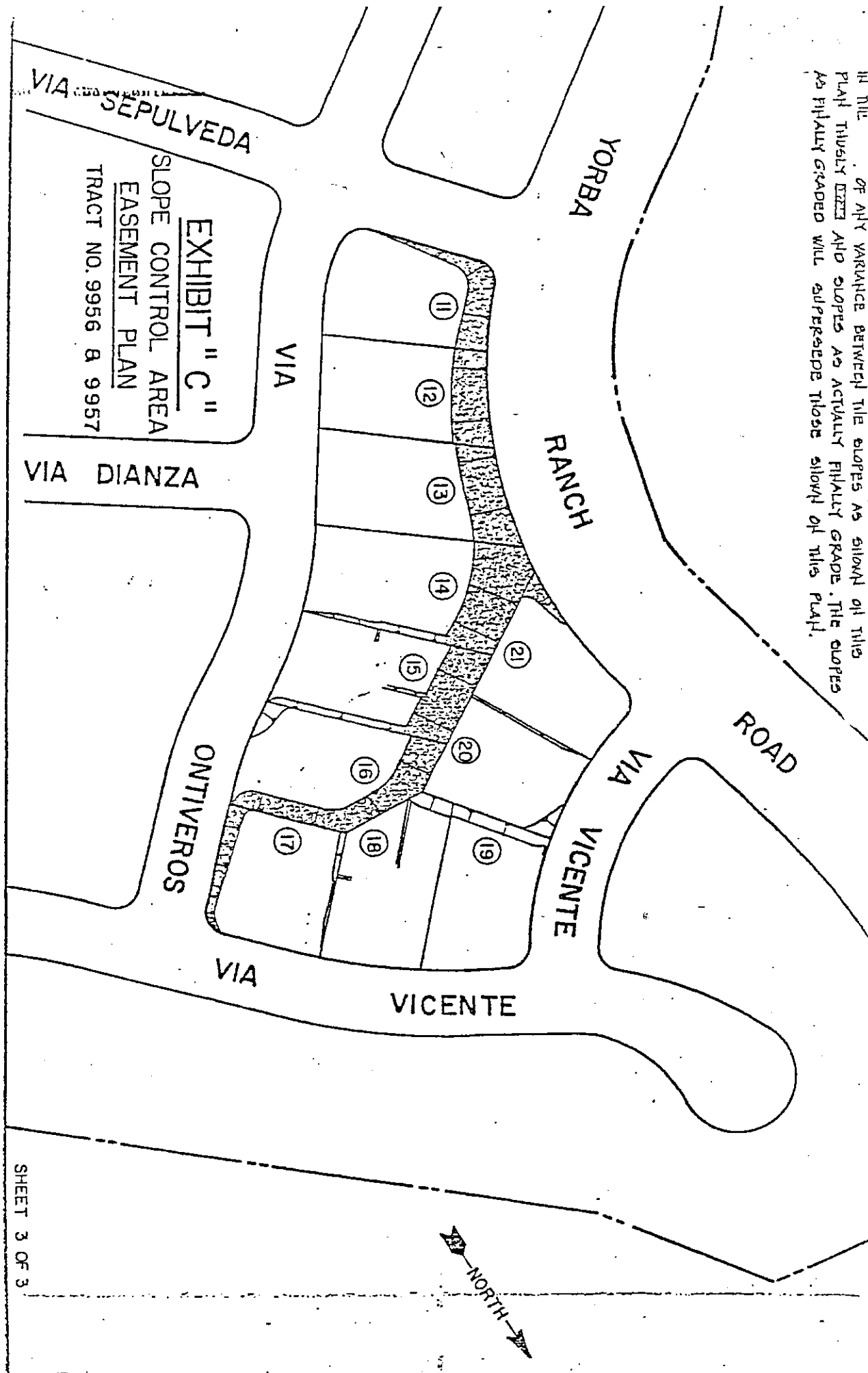
EXHIBIT C
EASEMENT AREA
EASEMENT PLAN
TRACT NO. 9956 & 9957



IN THE EVENT OF ANY VARIANCE BETWEEN THE SLOPES AS SHOWN ON THIS PLAN THUSLY DOTTED AND SLOPES AS ACTUALLY FINALLY GRADED, THE SLOPES AS FINALLY GRADED WILL SUPERSEDE THOSE SHOWN ON THIS PLAN.

EXHIBIT "C"
SLOPE CONTROL AREA
EASEMENT PLAN
TRACT NO. 9956 & 9957

IN THE . OF ANY VARIANCE BETWEEN THE SLOPES AS SHOWN ON THIS
PLAN THUSLY LINED AND SLOPES AS ACTUALLY FINALLY GRADE. THE SLOPES
AS FINALLY GRADED WILL SUPERSEDE THOSE SHOWN ON THIS PLAN.



IN THE EVENT OF ANY VARIANCE BETWEEN THE SLOPES AS SHOWN ON THIS PLAN
 THUSLY EXISTING AND SLOPES AS ACTUALLY FINALLY GRADED, THE SLOPES AS
 FINALLY GRADED WILL SUPERSEDE THOSE SHOWN ON THIS PLAN.

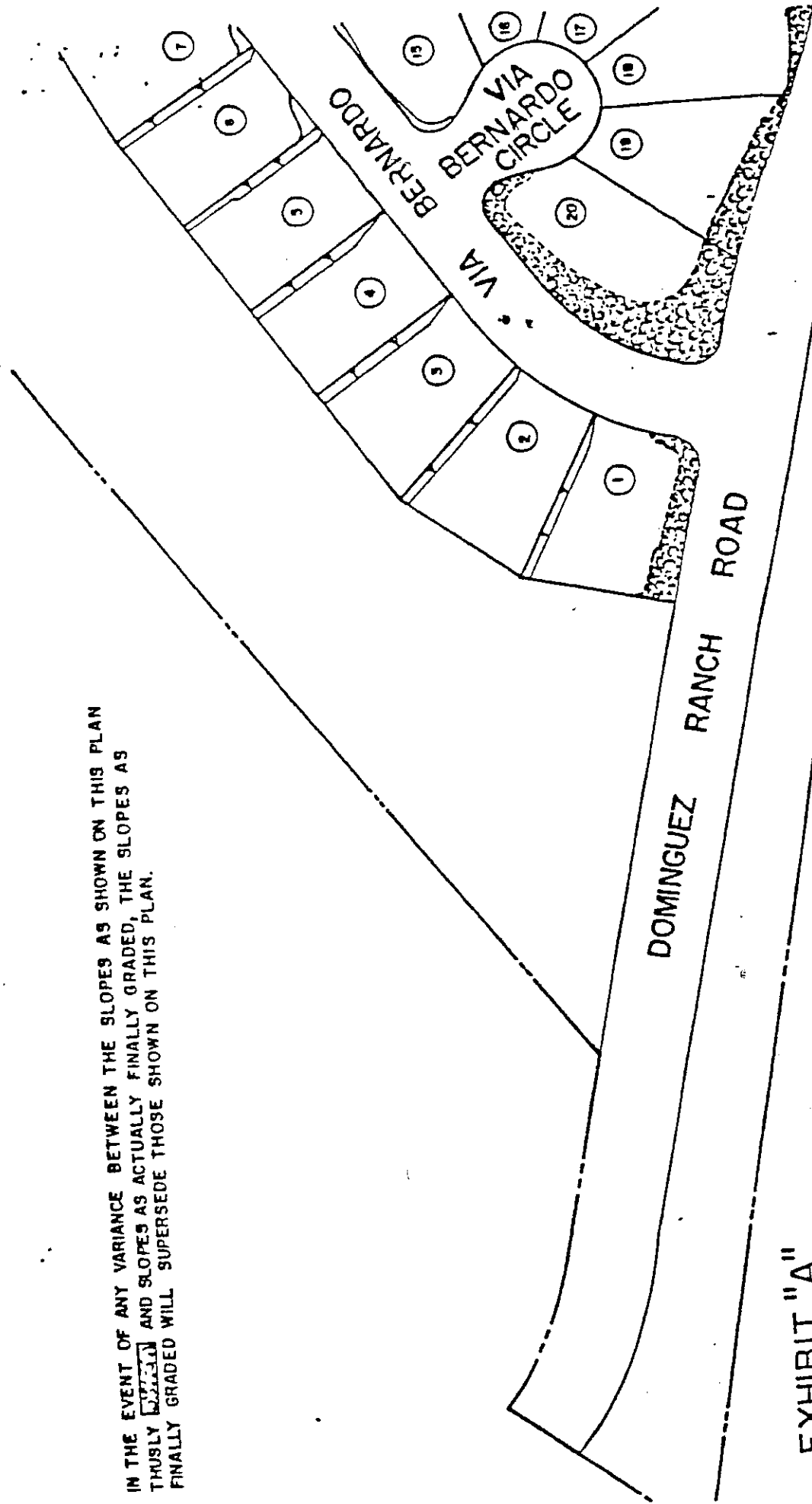


EXHIBIT "A"

SLOPE CONTROL AREA
 EASEMENT PLAN

TRACT NO. 10265



IN THE EVENT OF ANY VARIANCE BETWEEN THE SLOPES AS SHOWN ON THIS
 PLAN THUSLY [REDACTED] AND SLOPES AS ACTUALLY FINALLY GRADED, THE SLOPES
 AS FINALLY GRADED WILL SUPERSEDE THOSE SHOWN ON THIS PLAN.

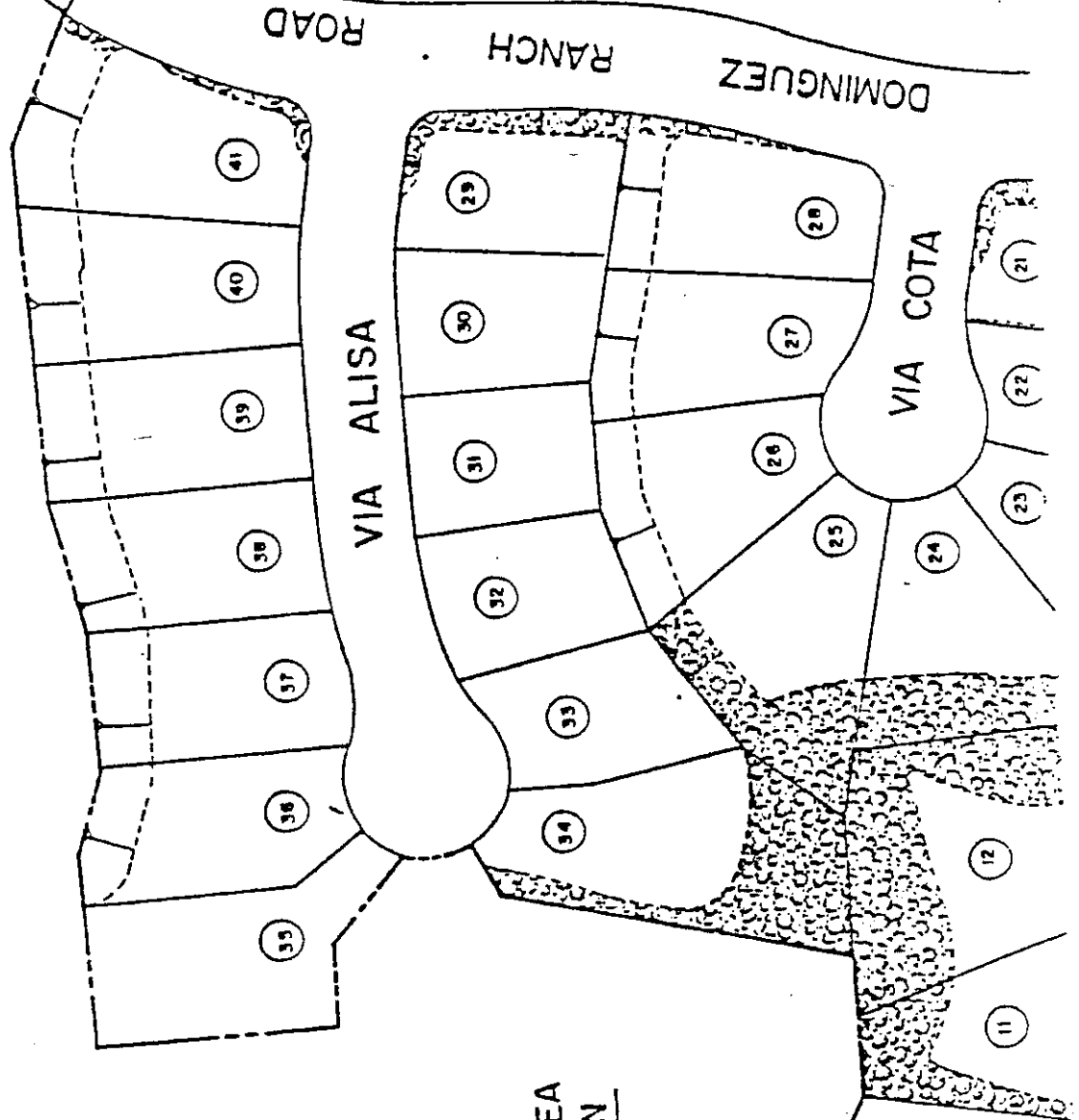
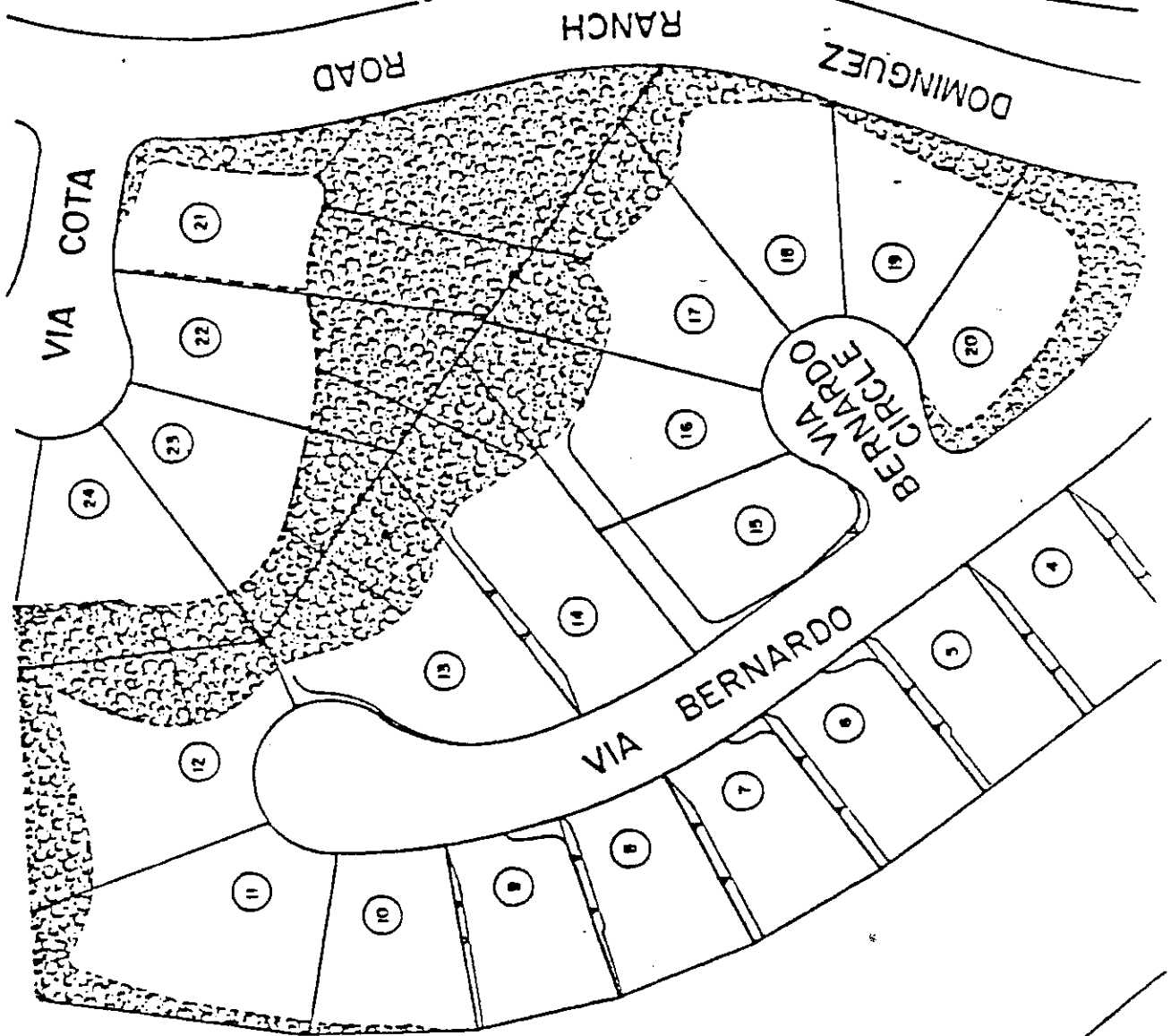


EXHIBIT "A"
 SLOPE CONTROL AREA
 EASEMENT PLAN
 TRACT NO. 10265



IN THE EVENT OF ANY VARIANCE BETWEEN THE SLOPES AS SHOWN ON THIS PLAN THUSLY [REDACTED] AND SLOPES AS ACTUALLY FINALLY GRADED, THE SLOPES AS FINALLY GRADED WILL SUPERSEDE THOSE SHOWN ON THIS PLAN.

EXHIBIT "A"
 SLOPE CONTROL AREA
 EASEMENT PLAN
 TRACT NO. 10265

AS SHOWN ON THIS PLAN THUSLY [stippled] AND [unshaded] ARE AS ACTUALLY FINALLY GRADED. THE SLOPES AS FINALLY GRADED WILL SUPERSEDE THOSE SHOWN ON THIS PLAN.

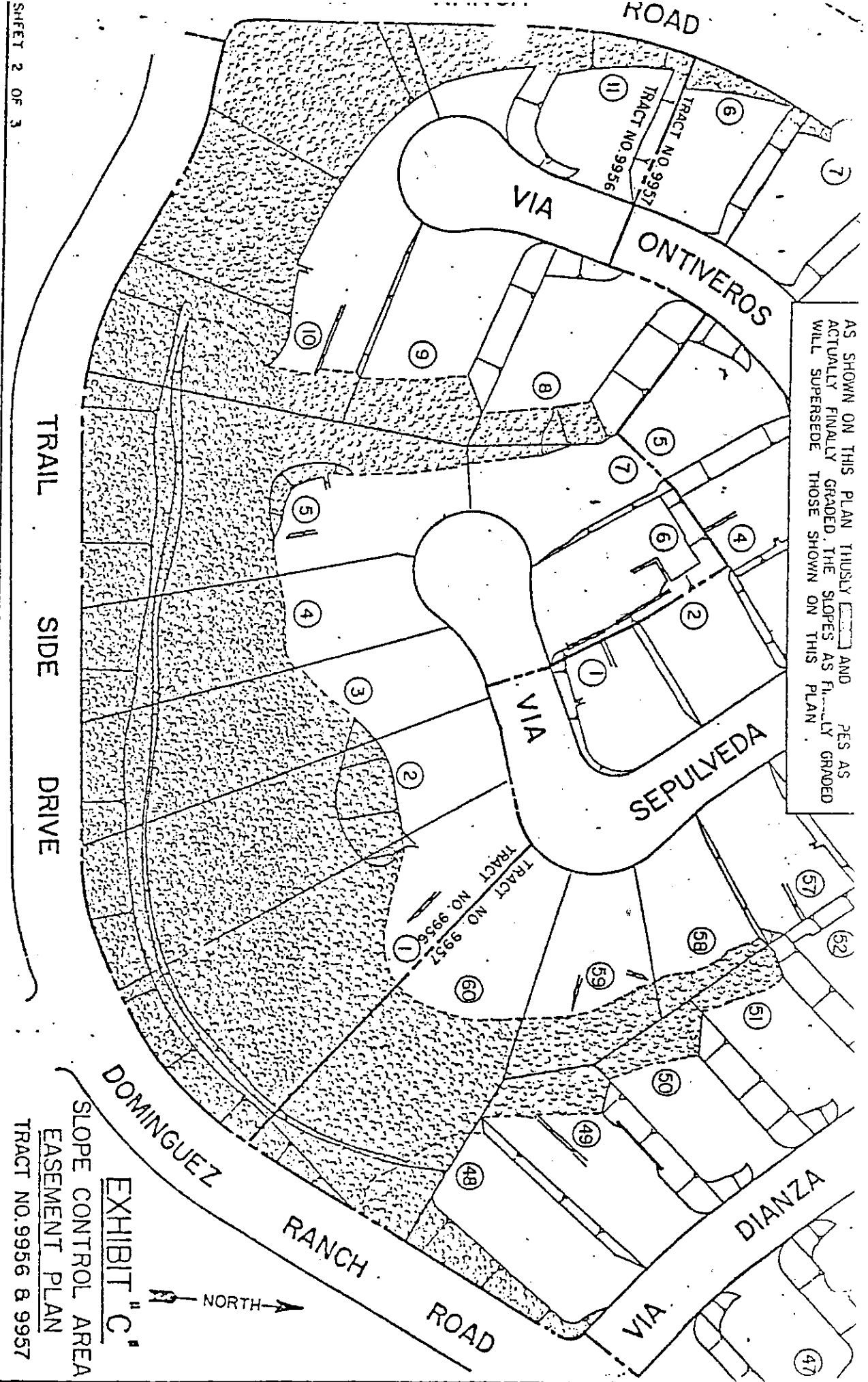


EXHIBIT "C"
SLOPE CONTROL AREA
EASEMENT PLAN
TRACT NO. 9956 & 9957

BK 13154 PG 1494

30296

RECORDING REQUESTED BY
FIRST AMERICAN TITLE INS. CO.

RECORDED IN OFFICIAL RECORDS
OF ORANGE COUNTY, CALIFORNIA

MAY 22 79-9 35 AM

LEE A. BRANCH County Recorder

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

\$12.00
C9

Broadmoor Homes
17500 Red Hill Avenue
Irvine, California 92714
Attn: Janeen Stoffregen

RECEIVED

JUN 1 1979

BROADMOOR HOMES

(Space above this line for Recorder's use)

SUPPLEMENTARY DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

FOR

RANCHO DOMINGUEZ

SINGLE FAMILY HOMES

(Phase 2)

THIS SUPPLEMENTARY DECLARATION is made this 18th
day of May, 1979, by Genstar Development Inc.
(Broadmoor Homes Division) ["Broadmoor"]. Broadmoor shall be
referred to hereinbelow as the "Declarant." Declarant is the
successor of Broadmoor Homes, Inc. (the prior "Declarant"
under the Declaration referred to in Recital B below), having
acquired said entity's entire fee interest in the Project
(as defined in the Declaration).

RECITALS

A. Declarant is the owner and developer of
certain real property ("Phase 2") in the County of Orange,
State of California, more particularly described as follows:

Lots 1 through 41, inclusive, of Tract No. 10265, as shown on the map recorded in Book 434, Pages 14 through 17, inclusive, of Miscellaneous Maps, records of Orange County, California.

B. Declarant will convey Phase 2 subject to the protective covenants, conditions, restrictions, reservations, liens and charges as set forth herein and in that certain Declaration of Covenants, Conditions and Restrictions for Rancho Dominguez Single Family Homes ("Declaration") recorded July 20, 1978, in Book 12766, Pages 859 through 907, inclusive, of Official Records of Orange County, California.

NOW, THEREFORE, it is declared as follows:

1. Definitions. The definitions set forth in Article I of the Declaration are incorporated herein by this reference.

2. Annexation. Phase 2 is hereby annexed, pursuant to Section 2 of Article II of the Declaration, to Phase 1 and is hereby made subject to all the terms, covenants, conditions and provisions set forth in the Declaration, to all intents and purposes as though Phase 2 were a part of the Declaration.

3. Use. Except as provided in Section 11 of Article XVI of the Declaration, no building, structure or improvement shall be constructed, erected, altered, placed or permitted to remain on any of the Lots within Phase 2 other than a residential dwelling and customary appurtenances designed for occupation by not more than one family.

4. Slope Control Areas. In addition to the duties and powers enumerated in its Articles of Incorporation and By-Laws, or elsewhere provided for herein and in the Declaration, and without limiting the generalities thereof,

the Association shall maintain, or cause to be maintained, substantially as originally improved by the Declarant or as may be further improved or modified with the consent of the Architectural Committee and the Board, the landscaped slope areas ("Landscaped Slope Control Areas") more particularly described in the Slope Control Areas Easement Plan attached hereto as Exhibit "A" and incorporated herein by this reference and all landscaping and improvements therein (including drainage or irrigation facilities and systems), in a neat, safe, sanitary and orderly condition (including the repair and replacement of landscaping and improvements when necessary or appropriate) and in such a manner as to enhance their appearance and to preserve established slope ratios, prevent erosion and sliding problems, and facilitate the orderly discharge of water through established drainage systems.

5. Maintenance Areas and Owner Maintenance

Limitations. (a) To the extent not covered by insurance carried by the Association, the cost of any Landscaped Slope Control Areas maintenance services required to be performed by the Association in accordance with Section 4 hereinabove within the Project which are caused by earthquake, fire, acts of God, riot, civil insurrection or by any other cause, except ordinary wear, tear, or deterioration or the negligence or willful misconduct of the Association in the performance or nonperformance of its duties hereunder or under the Declaration, shall be borne by the Owner for whose benefit the maintenance services were performed.

(b) The cost of any Landscaped Slope Control Areas maintenance services required to be performed by

the Association in accordance with Section 4 hereinabove within the Project which are caused by the negligence or willful misconduct of any Owner, or his Family, relatives, guests or invitees, both minor and adult, shall be borne entirely by such Owner.

(c) No Owner shall provide or cause to be provided any of the maintenance services required to be performed by the Association in accordance with Section 4 hereinabove unless the Board approves the Owner's performance of such services.

(d) Any of the costs required to be paid by an Owner hereunder, if not timely paid, shall be a Special Assessment.

(e) No trees, shrubs, plants or other landscaping shall be installed by any Owner upon any Landscaped Slope Control Areas without the prior written consent of the Architectural Committee and the Board. Any such approved trees, shrubs, plants or other landscaping shall be maintained by the Owner thereof at his own cost and expense entirely in a neat, safe, sanitary and orderly condition and in such a manner as to enhance their appearance and to preserve established slope ratios, prevent erosion and sliding problems, and facilitate the orderly discharge of water through established drainage systems and patterns; provided, however, upon approval of the Board, such maintenance and/or the cost and expense thereof may be assumed by the Association upon such reasonable terms and conditions as the Board may determine.

6. Easement and License. There shall be granted to the Association over the Landscaped Slope Control Areas an easement or easements for purposes of maintenance of said Areas in accordance with the provisions of Section 4 hereinabove, together with a license in favor of the Association, its agents and representatives, to traverse upon such additional contiguous property as shall be necessary to gain access to the Landscaped Slope Control Areas and to gain access to any Common Area or other Maintenance Area. Each Owner agrees, for himself and his heirs, successors, executors, administrators and assigns, that he will permit free access by the Association and its authorized agents and representatives for the purpose of exercising its rights and duties with respect to the Landscaped Slope Control Areas, other Maintenance Area and Common Area. The Association shall have the right to alter, trim and otherwise modify and to maintain trees, plants, shrubs and other landscaping on the Landscaped Slope Control Areas and no Owner shall alter, trim or remove trees, plants, shrubs or landscaping on the Landscaped Slope Control Areas without the prior written approval of the Board.

7. Amendment. This Supplementary Declaration may be amended only in accordance with Section 2, Article XVI of the Declaration; provided, however, that before the conveyance of the first Lot in Phase 2 which is improved with a Unit, this Supplementary Declaration may be amended by the Declarant without complying with the provisions of

said Article XVI, Section 2. Any amendment must be properly recorded.

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



GENSTAR DEVELOPMENT INC.
(Broadmoor Homes Division)

By *S. Reid Gustafson*
S. Reid Gustafson
Its Authorized Agent
By *Bette J. Fazekas*
Bette J. Fazekas
Its Assistant Secretary

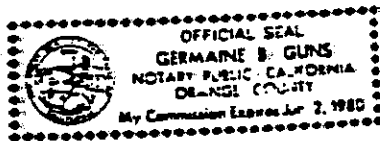
"Declarant"

STATE OF CALIFORNIA)
COUNTY OF ORANGE)

ss.

On May 18, 1979, before me, the undersigned, a Notary Public in and for said State, personally appeared S. Reid Gustafson, known to me to be the Authorized Agent, and Bette J. Fazekas, known to me to be the Assistant Secretary of Genstar Development Inc. (Broadmoor Homes Division), the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of Genstar Development Inc. (Broadmoor Homes Division), and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.



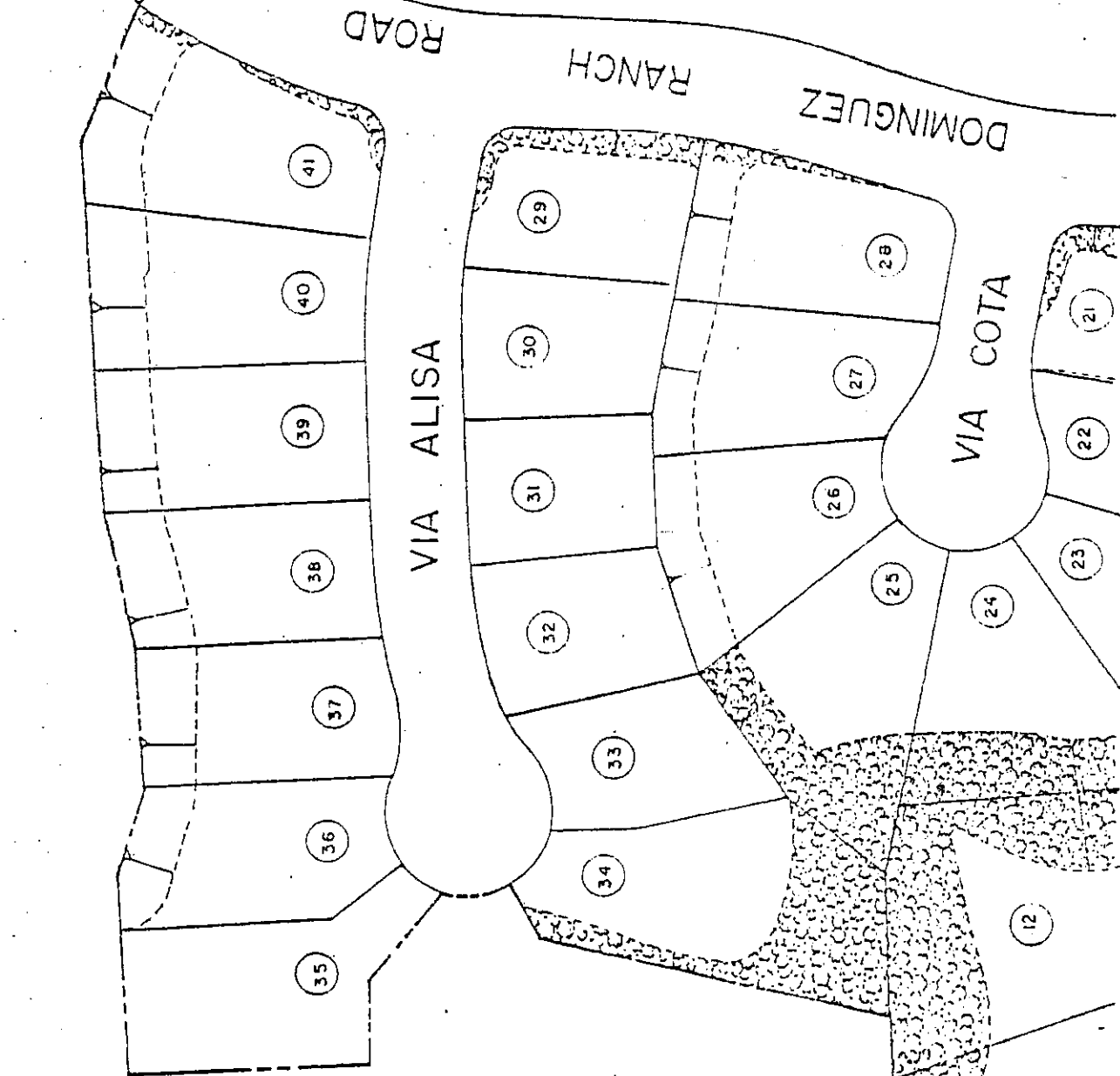
Germaine B. Gung
Notary Public

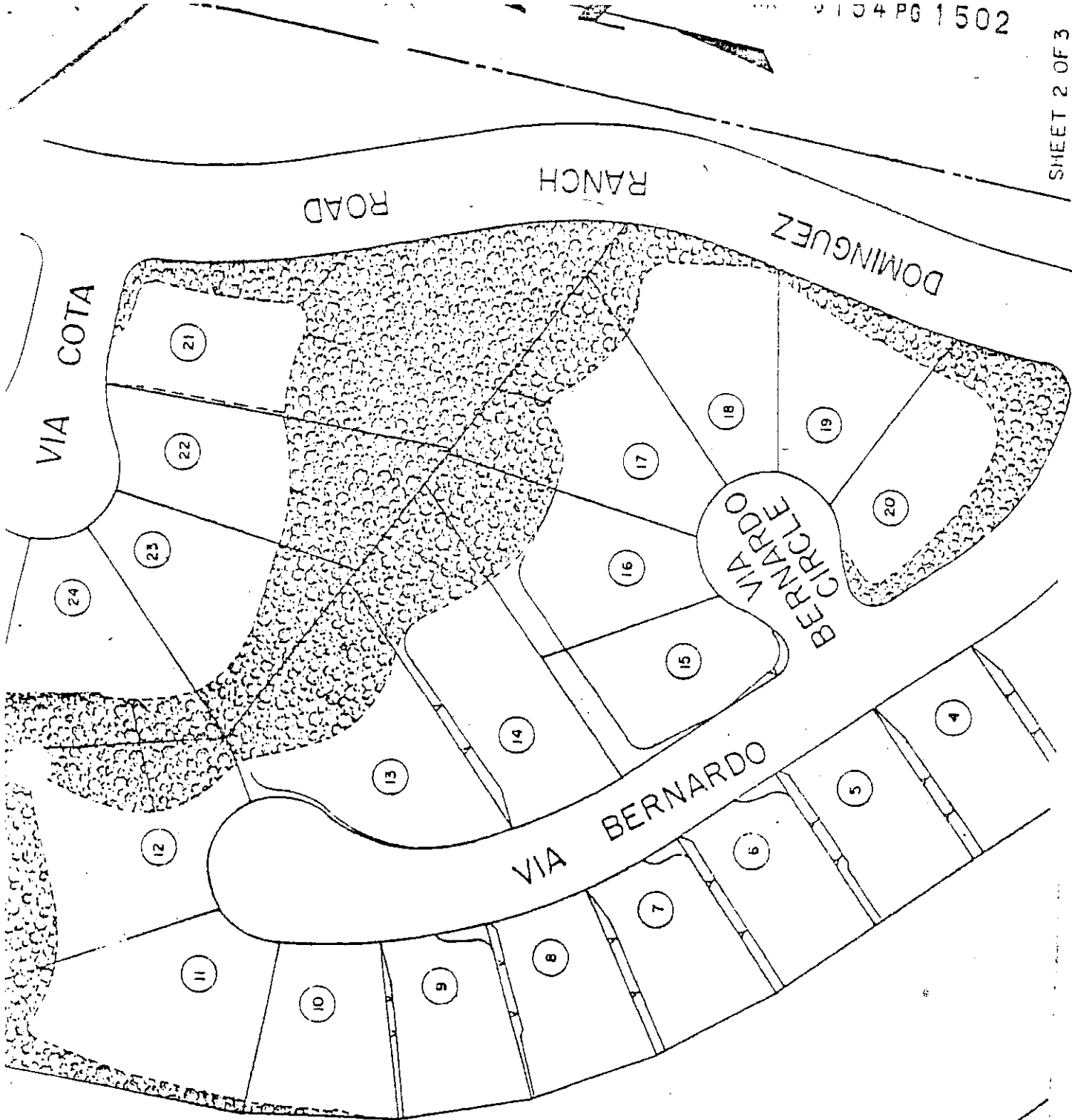
VENT OF ANY VARIANCE BETWEEN THE SLOPES AS SHOWN ON THIS
USLY ~~1:2~~ AND SLOPES AS ACTUALLY FINALLY GRADED, THE SLOPES
LY GRADED WILL SUPERSEDE THOSE SHOWN ON THIS PLAN.

EXHIBIT "A"

CONTROL AREA
SEMENT PLAN

CT NO. 10265





IN EVENT OF ANY VARIANCE BETWEEN
LOPES AS SHOWN ON THIS PLAN THUSLY
AND SLOPES AS ACTUALLY FINALLY
D, THE SLOPES AS FINALLY GRADED
SUPERSEDE THOSE SHOWN ON THIS

EXHIBIT "A"
E CONTROL AREA
EMENT PLAN
CT NO. 10265

IN THE EVENT OF ANY VARIANCE BETWEEN THE SLOPES AS SHOWN ON THIS PLAN
 THUSLY [] AND SLOPES AS ACTUALLY FINALLY GRADED, THE SLOPES AS
 FINALLY GRADED WILL SUPERSEDE THOSE SHOWN ON THIS PLAN.

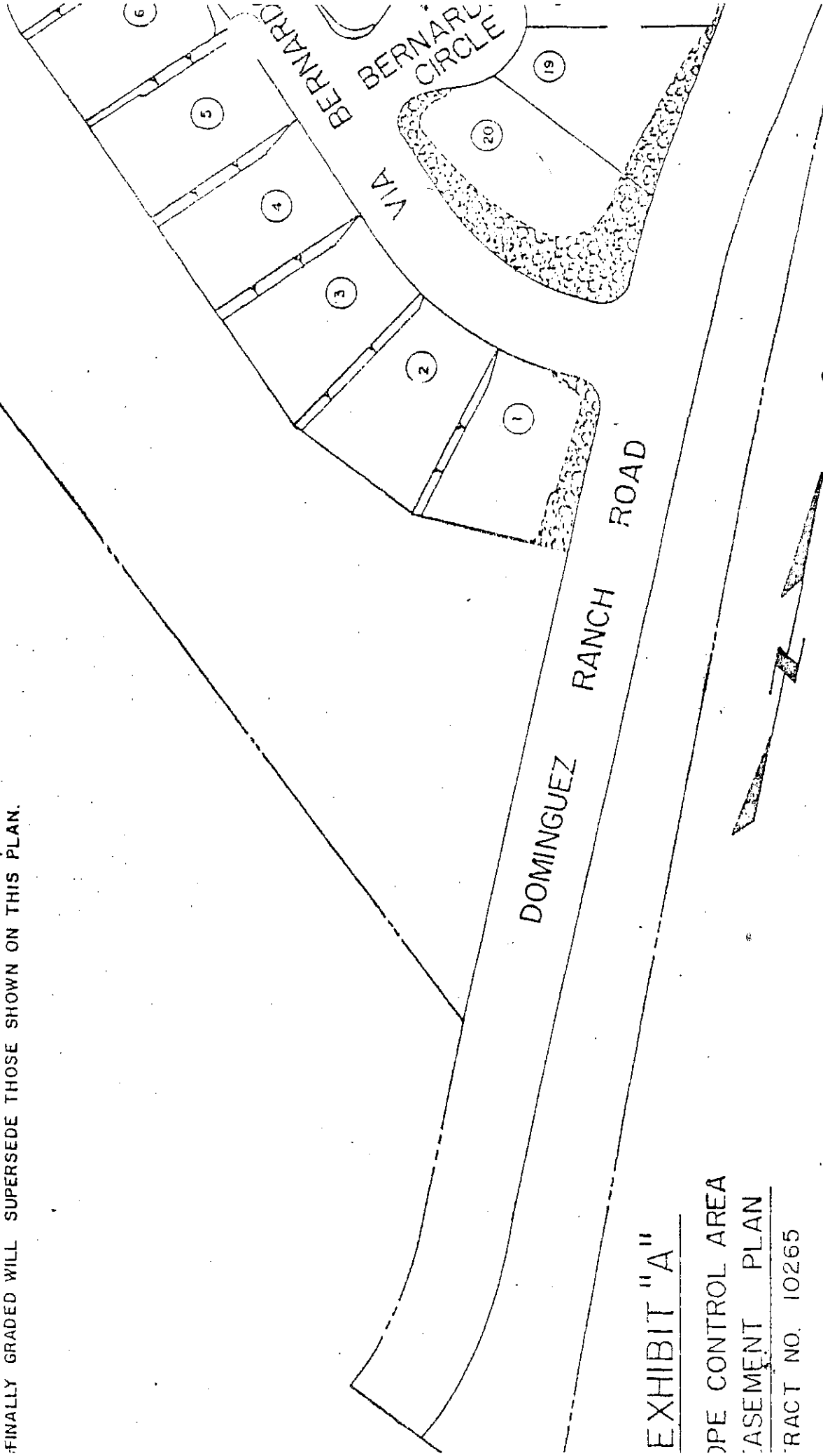


EXHIBIT "A"

PE CONTROL AREA
EASEMENT PLAN

TRACT NO. 10265

BR 13154 Pg 1503