

RECORDING REQUESTED BY
SOUTHERN CALIFORNIA ATTORNEY SERVICE

RECORDED IN OFFICIAL RECORDS
OF ORANGE COUNTY, CALIFORNIA

When Recorded Mail To:

LAGUNA HILLS MUTUAL NO. FIFTY
A California Mutual Benefit
24055 Paseo Del Lago West
Laguna Hills, CA 92653

-350 PM MAY 8'90

Lee A. Branch RECORDER

\$ 52.00
C15

CERTIFICATION OF VOTER APPROVAL
OF AMENDMENT TO COVENANTS, CONDITIONS & RESTRICTIONS
AND
AMENDMENT TO COVENANTS, CONDITIONS AND RESTRICTIONS
LAGUNA HILLS MUTUAL NO. FIFTY

The undersigned, DONALD W. DAVIS and MARGARET KOOS, President and Secretary respectively of LAGUNA HILLS MUTUAL NO. FIFTY and duly authorized to act on behalf of said LAGUNA HILLS MUTUAL NO. FIFTY do hereby certify that the ballot of the Owners to amend ARTICLE I and ARTICLE XIV, Subsection 2 of the Covenants, Conditions and Restrictions of said Laguna Hills Mutual No. Fifty, originally recorded on June 13, 1973 in Book 10746, Page 274 in the Office of the County Recorder of Orange County and being Instrument No. 12539, concluded at 12:00 Noon on Friday, February 23, 1990 whereat a sufficient majority of votes were obtained approving such amendments as provided in the Article XI, Paragraph 1 of the CC&Rs (" . . . 75% of those voting, so long as the total number of ballots cast represents at least a majority of the total membership - at least 156 units of the 311 units in the project . . .") to wit:

In Favor	-	144
Opposed	-	25
Abstained	-	<u>10</u>
		179 Ballots cast.

The undersigned do hereby further certify that the attached Exhibit "A" is a true and correct list of all owners of the real property governed by the subject CC&Rs.

Pursuant to the above voting results, the Covenants, Conditions and Restrictions of Laguna Hills Mutual No. Fifty are hereby amended as follows:

Amendment to Article I:

"24. Information Committee. A committee appointed by the Board of Directors of the Mutual, consisting of up to fifteen Owners and existing for purposes of interviewing and disseminating information to prospective Buyer(s), Occupant(s) and/or Lessee(s) of Units within the Condominium Project."

Amendment to Article XIV, Pg. 15: Article XIV, Page 15 is hereby amended to include an additional provision designated as subsection 2 as follows:

"2. Information Committee. In addition to the condition precedent to transfer of title to any unit as hereinabove provided in Article XIV, the Owner (or in event of death or incapacity, the Owner's legal representative), his successors and assigns, shall notice in writing the proposed Buyer(s) and/or Occupant(s) prior to the closing of any escrow for purchase of any Unit or Lessee(s) prior to executing a lease, of the requirement as provided in this Article XIV(b) that the proposed Buyer(s), Occupant(s) and/or Lessee(s) also meet as a condition precedent to any escrow for purchase of any Unit or lease of any Unit with the 'Information Committee' of Laguna Hills Mutual No. Fifty. A copy of said Notice shall be provided the Mutual and shall be substantially in the following form and content:

'The proposed Buyer(s), Occupant(s) and/or Lessee(s) are hereby noticed that prior to close of escrow for purchase of any Unit or execution of any lease as an express condition precedent you shall provide the Escrow or Leasing office a written acknowledgement by said Information Committee that you have physically and personally met with such committee at Rossmoor Towers prior to closing of escrow or execution of lease. Written request by you for a meeting with the Information Committee shall be made prior to closing of escrow or executing a lease by addressing such request to the Information Committee, Laguna Hills Mutual No. Fifty, 24055 Paseo Del Lago West, Laguna Hills, California 92653.'

The time, place and date of a meeting of the proposed Buyer(s), Occupant(s) and/or Lessee(s) and the Information Committee shall be held within ten (10) days after receipt by such Information Committee of such request for such meeting, or any subsequent time, place and date mutually agreed upon in writing between the Mutual and the Proposed Buyer(s), Occupant(s) and/or Lessee(s)."

Not Compared with Original

RECORDED IN OFFICIAL RECORDS
OF ORANGE COUNTY, CALIFORNIA

When Recorded Return To

LAGUNA HILLS MUTUAL NO. FIFTY
a California Corporation
24055 Paseo Del Lago West
Laguna Hills, CA 92653

\$7.00
C18

4:00
PM JUL 31 1989

Lee A. Branch Recorder

AMENDMENT TO COVENANTS, CONDITIONS
AND RESTRICTIONS

LAGUNA HILLS MUTUAL NO. FIFTY

The Covenants, Conditions and Restrictions of LAGUNA HILLS MUTUAL NO. FIFTY, originally recorded on June 13, 1973 in Book 10746, Page 274 in the Office of the County Recorder of Orange County, and being Instrument No. 12539 is hereby amended as follows:

Amendment to Article XI, Paragraph 1:

"Subject to the provisions of Section 2 of Article IX, the provisions of these Restrictions may be amended by an instrument in writing signed and acknowledged by the president and secretary of the Mutual, certifying that such amendment has been approved by the written ballot of seventy-five percent (75%) of those voting, so long as the total number of ballots cast represents at least a majority of the total membership (at least 156 units of the 311 units) in the Project (or in all Projects to which the restrictions are applicable) and such an amendment shall be effective upon its recordation with the Orange County Recorder."

83-441726

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

LAGUNA HILLS MUTUAL NO. FIFTY
c/o O'Melveny & Myers
610 Newport Center Drive
Suite 1700
Newport Beach, California 92660
Attn: Frank L. Rugani, Esq.

RECORDED IN OFFICIAL RECORDS
OF ORANGE COUNTY, CALIFORNIA

3:15 PM OCT 6 '83

\$7.00
C2

See a Branch COUNTY
RECORDER

**THIRD AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR LAGUNA HILLS MUTUAL NO. FIFTY**

THIS THIRD AMENDMENT, made this 6th day of SEPT, 1983, by LAGUNA HILLS MUTUAL NO. FIFTY, a California nonprofit mutual benefit corporation (the "Mutual"), is made with reference to the following Recitals and is as follows:

RECITALS

- A. The Mutual is the successor in interest to Oaklawn Homes, Inc., a California corporation, as Declarant under that certain Declaration of Covenants, Conditions and Restrictions for Laguna Hills Mutual No. Fifty recorded June 13, 1973 in Book 10746, pages 274-323, inclusive, of Official Records of Orange County, California (the "Original Declaration"), as amended by instrument recorded November 11, 1974 in Book 11284, pages 1829-1825, inclusive, of Official Records of Orange County, California (the "First Amendment"), and as further amended by that instrument recorded June 16, 1980 in Book 13637, pages 37 and 38 of Official Records of Orange County, California (the "Second Amendment"). The Original Declaration, the First Amendment and the Second Amendment are collectively referred to herein as the Declaration. The Declaration encumbers all of that certain improved real property described as Lot 1 of Tract No. 8096 in the County of Orange, State of California as per map recorded in Book 316, pages 33 and 34 of Miscellaneous Maps, in the Office of the County Recorder of Orange County; excepting therefrom any portion of Lots A and C of Tract No. 8096 adjoining Lot 1.
- B. Pursuant to and in accordance with the provisions of Article XI of the Declaration, the Mutual desires to amend the Declaration for the benefit of the Owners of Condominiums within the Project, their successors and assigns, the Project and other projects which may be or become subject to the Declaration and this Third Amendment.
- C. As used in this Third Amendment, unless otherwise expressly indicated, the capitalized terms shall have the same meaning as defined in the Declaration.

NOW, THEREFORE, the Mutual hereby declares that the Declaration is amended as follows:

1. Article XIV is hereby amended by deleting and restating, in its entirety, the third sentence of Article XIV to read as follows:

"In determining whether a prospective purchaser meets the required standards, the Board may verify that the prospective purchaser(s) (a) is at least sixty-two (62) years of age; (b) has a net

monthly income or net worth which, separately or in combination, will enable the prospective purchaser(s) to meet on a current basis the then applicable financial standards as set forth in the By-Laws; and (3) has never been convicted of a felony nor been convicted, within the immediately preceding five (5) years, of a misdemeanor involving moral turpitude."

- 2. Except as specifically amended hereby, each and every provision of the Declaration shall remain in full force and effect.
- 3. This Third Amendment is made pursuant to and in accordance with the provisions of Article XI of the Declaration and shall take effect upon recordation of this instrument in the Official Records of Orange County, California.

IN WITNESS WHEREOF, the Mutual has executed this Third Amendment as of the day and year first above written.

LAGUNA HILLS MUTUAL NO. FIFTY,
a California nonprofit mutual benefit corporation .

By: C. E. Braly
President

By: George W. Hearn
Secretary

CERTIFICATION

The undersigned do certify that they are the President and Secretary, respectively, of Laguna Hills Mutual No. Fifty; that the amendment set forth in this instrument was approved by 240 Record Owners in Project; and that the foregoing number of Record Owners comprise at least three-fourths (3/4ths) of all of the Record Owners in the Project

C. E. Braly
President

George W. Hearn
Secretary

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On this 13th day of September, 1983, before me Betty A. Narveson, personally appeared C. E. Braly, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as president, and personally appeared George W. Hearn, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within

83-441726

instrument as secretary, each on behalf of the corporation therein named and acknowledged to me that the corporation executed it.

WITNESS my hand and official seal.

Betty A. Narveson
Signature



Recording requested by and
after recording, return to:

16813

BK 13637PG 37

Gary L. Hinman, Incorporated
A Law Corporation
1151 Dove Street, St. 208
Newport Beach, California 92660

\$4.00
C2

RECORDED IN OFFICIAL RECORDS
OF ORANGE COUNTY, CALIFORNIA

-3 55 P.M. JUN 16 '80

LEE A. BRANCH, County Recorder

RECEIVED JUL 1 1980

AMENDMENT TO LAGUNA HILLS MUTUAL NO. FIFTY

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTITONS

A. WHEREAS, Declarant, Oaklawn Homes, Inc., recorded a Declaration of Covenants, Conditions and Restrictitons ("Declaration" herein) for Laguna Hills Mutual No. Fifty on June 13, 1973, in Book 10746, Pages 274-323, inclusive, of Official Records of Orange County, California; and

B. WHEREAS, Declarant is successor in interest to the entire project as specified in Section 10 of Article I and is thereby authorized to amend the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS previously filed as set out above; and

C. WHEREAS, Declarant desires to amend the Declaration for the benefit of the owners and their successors of condominium units, the Project and other projects which may be subject to the Declaration and this amendment.

NOW, THEREFORE, the Declaration is amended as follows:

1. Section 1 of Article II is hereby amended in its entirety to read as follows:

Each Unit shall be used as a private dwelling and for no other purpose except such is being developed and Condominiums are being sold by Declarant. No more than two (2) persons may permanently occupy a efficiency Unit, no more than two (2) persons may permanently occupy a one (1) bedroom Unit, no more than three (3) persons may permanently occupy a two (2) bedroom Unit and no more than four (4) persons may permanently occupy a three (3) bedroom Unit without the approval of the Mutual. No person under the age of sixty-two (62) may permanently reside in a unit.

2. That the undersigned, president and secretary, of Declarant certify that the above amendment has been approved by the vote or written consent of at least three-fourths (3/4ths) of the Record Owners in the Project.

IN WITNESS WHEREOF, Declarant has affixed its signature this 11th day of June, 1980.

LAGUNA HILLS MUTUAL NO. 50
A California Corporation

ATTEST:

Patricia Siman

PATRICIA SIMAN, Secretary

BY: *Frank D. Lortscher*
President

DECLARATION FOR NOTARY

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On June 11th 1980, before me, the undersigned, a Notary Public in and for said State, personally appeared FRANK D. LORTSCHER, President, and PATRICIA SIMAN known to me to be the Secretary of the corporation executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, 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.

Signature *Jennifer Alarcon*



JENNIFER ALARCON
Name

Recording requested by and
after recording, return to:

8635

RECORDING REQUESTED BY
FIRST AMENDMENT TITLE INS. CO.

Philip M. Poulson, Esq.
P. O. Box 7000
Laguna Hills, California 92653

\$9.00
C1

RECORDED IN OFFICIAL RECORDS
OF ORANGE COUNTY, CALIFORNIA

23 Min. 4 P.M. NOV 11 1974
Past

J. WYLIE CARLYLE, County Recorder

BK 1284 PG 1829

AMENDMENT TO LAGUNA HILLS MUTUAL NO. FIFTY

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

A. WHEREAS, Declarant, Oaklawn Homes, Inc., recorded a Declaration of Covenants, Conditions and Restrictions ("Declaration" herein) for Laguna Hills Mutual No. Fifty on June 13, 1973, in Book 10746, Pages 274-323, inclusive, of Official Records of Orange County, California; and

B. WHEREAS, Declarant desires to amend the Declaration for the benefit of the owners and their successors of condominium units, the Project and other projects which may be subject to the Declaration and this amendment.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Sections 12 and 15 of Article I are hereby amended in their entirety to read as follows:

"12. "Limited Common Areas" means any portion of the Common Areas designated as such on the Plan as provided in Article VI."

"15. "Mutual" means Laguna Hills Mutual No. Fifty or any successor or assign, whether by way of consolidation, merger, transfer or otherwise".

2. Sections 2, 3, 5, 6 and 8 of Article II are hereby amended in their entirety to read as follows:

"2. Subject to the provisions of these restrictions, use of the Common Areas shall be in accordance with and subject to Rules promulgated by the Mutual from time to time. The Mutual may, among other things, fix the hours of use, and restrict or prohibit access to portions of the Common Areas used for operation and maintenance of the Project, including but not limited to offices, kitchens, storage rooms, boiler rooms, maintenance, heating, electric and public utility facilities."

"3. Nothing shall be done or kept in any Unit or in any Common Area which will increase the rate of insurance on any Common Area without the approval of the Mutual. No Owners shall permit anything to be done or kept in his Unit or in any Common Area or which would be in violation of any law."

"5. No animals of any kind shall be raised, bred or kept in any Unit, or in any Common Area, except that dogs, cats or other household pets may be kept in Units subject to approval of the Mutual, provided that no animal shall be kept, bred or maintained for any commercial purpose. The Mutual may promulgate rules restricting, regulating or prohibiting access of animals to the Common Areas or any part thereof."

"6. No Owner shall permit or suffer anything to be done or kept within the Project which will increase insurance rates on any building or contents thereof, or which will obstruct or interfere with the rights of other persons in the Project or annoy them by unreasonable noises or otherwise, nor shall he commit or permit any nuisance or commit or permit any immoral or illegal act within the Project. The Owner shall comply with the requirements of all governmental authorities. If by reason of any act of any Owner insurance rates should be increased, the Owner shall be personally liable for the additional premium."

"8. There shall be no structural alteration, construction or removal of any building, fence or other structure in the Project (other than repairs or rebuilding pursuant to Article X hereof) without the approval of the Architectural Control Committee as set forth in Article VIII hereof. No building, fence or other structure shall be constructed upon any portion of any Common Area other than such building and structures as shall be constructed (a) by the Declarant (or a person to whom Declarant assigns its rights as developer), or (b) by the Mutual pursuant to Article X or Article III, Section 8."

3. Article III is hereby amended in its entirety to read as follows:

"ARTICLE III

Management

1. The Mutual is hereby designated as the management body of the Project. The members of the Mutual shall be the Owners of the Project as provided in the By-Laws. The initial Board of Directors of the Mutual shall be appointed by the Incorporators or their successors. Thereafter, the directors shall be elected as provided in the By-Laws; provided, however, that the incorporators or their successors shall retain the right to appoint a majority of the members of the Board until the first annual meeting of the Mutual, which shall be held one hundred eighty (180) days after the close of escrow on 60% of the condominium units in each project, or within 6 months after the date when the escrow has closed for the sale of the first condominium unit, whichever date shall first occur, provided, however, that said sale shall be to a bona fide purchaser who qualifies as a member of the Mutual and is not the developer or any entity under the control of the developer.

The Mutual shall have the right and power to do all things for the management and operation of the Project. Subject to the provisions of the Articles of Incorporation and the By-Laws of the Mutual and those Restrictions, the powers of the Mutual shall include but not necessarily be limited to the specific acts hereinafter enumerated or as set forth in the California Civil Code Sec. 1355(b), subsections 1 through 8.

2. The Mutual, through its Board and at its option, and for the benefit of the condominiums, and the Owners in the Project, may acquire and may pay for out of the carrying charge fund hereinafter provided for, the following:

(a) Water, sewer, garbage, electrical and gas and other necessary utility service for the Common Areas and (if not separately metered or charged) for the Units.

(b) (1) A policy or policies of fire insurance, with extended coverage endorsement, for the full insurable replacement value of the Common Areas, and the Units, payable as provided in Article X, or such other fire and casualty insurance as the Mutual shall determine gives

substantially equal or greater protection, insuring the Owners, and their Mortgagees, as their interest may appear, and as to each of such policies which will not be voided or impaired thereby, the Owners hereby waive and release all claims against the Mutual, the Board, the Manager, 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 to the extent of the insurance proceeds received in compensation for such loss only.

(2) A policy or policies insuring the Mutual, the Board, the Declarant, the Managing Agent and the Owners and agents and employees of each of the foregoing against any liability incident to the ownership and/or use of the Common Areas and Units, and if obtainable, a cross liability endorsement insuring each insured against liability to each other insured.

(3) Such policies may be blanket policies covering more than one Project, the property of Declarant or any of the foregoing, if the Mutual and Declarant pay their proper share of the premium. The Mutual shall be deemed trustee of the interests of all Owners in any insurance proceeds paid to it under any such policies, and shall have full power to receive and to receipt for their interests in such proceeds and to deal therewith.

(c) Workmen's compensation insurance to the extent necessary to comply with any applicable laws;

(d) Such other policies of insurance as the Mutual may deem appropriate;

(e) The services of a person or firm to manage the Common Areas (the Managing Agent) and provide services to the Owners, as determined by the Mutual, as well as such other persons as shall be deemed to be necessary and proper to operate and maintain the Common Areas and provide services to the Owners, whether such personnel are employed directly by the Mutual or the Managing Agent.

(f) A fidelity bond naming the members of the Mutual, the Mutual, and the Manager, and such other persons as may be designated by the Board as principals, and the Mutual as obligee.

(g) The Mutual shall paint, maintain and repair the Common Areas (but not including the doors, windows, carpets, fixtures, interior surfaces of the Unit, or items of property located within the interior surfaces of the Unit or constituting a part of the Units, which the Owner of each Unit shall paint, maintain and repair) and such furnishings, equipment and planting for the Common Areas as the Mutual shall determine are necessary and proper. The Mutual may elect to maintain and repair stoves, ranges, refrigerators, dishwashers and plumbing fixtures located within a Unit. The Mutual shall have no responsibility to provide the services referred to in this paragraph with respect to any building in the Project until the first Unit in such building is sold by Declarant.

(h) If the Mutual has incurred any liability, paid any cost or expense or rendered any service, to or for the benefit of an individual Owner, a guest of any Owner or any person occupying the Unit of an Owner, the amount of which is not included in the Carrying Charge, the Mutual may levy a special assessment against such Owner; provided, however, that nothing herein shall permit the Mutual to levy a special assessment for any improvements or additions to the Common Areas except pursuant to Section 8 of Article III, Article VII or Article X.

(i) The amounts necessary to pay the Foundation its charges for its services and facilities furnished to the Owners.

3. The Mutual may delegate any of its duties, powers or functions to any person, corporation or firm to act as Manager. Neither the Mutual nor the members of its Board shall be liable for any omission or improper exercise by the Manager of any such duty, power or function so delegated.

4. The Mutual may furnish various services to or for the benefit of the Owners, including, but not limited to, housekeeping for individual Units, meals served in the dining room, recreational instruction and assistance on the premises. The nature and extent of the services furnished and the charges therefor may be modified, cancelled or augmented in whole or in part by the Mutual from time to time.

5. The Mutual or any person authorized by the Mutual may enter any Unit in the event of any emergency involving illness or potential danger to life or property or when necessary in connection with any maintenance or construction for which it is responsible. Such entry shall be made with as little inconvenience to the Owner as practicable, and any damage caused thereby shall be repaired by the Mutual.

6. The Mutual shall provide for an annual independent audit of the accounts of the Mutual. An annual report and account of the Mutual including a statement of income and disbursements, shall be sent to the Owners no later than 120 days after the close of the Mutual's fiscal year.

7. The Mutual is authorized and empowered to grant such licenses, easements, and rights of way for sewer lines, water lines, underground conduits, storm drains and other public utility purposes as may be necessary and appropriate for the orderly maintenance, preservation and enjoyment of the Common Areas or for the preservation of the health, safety, convenience and welfare of the Owners, over those portions of the Common Areas upon which no building or other structure has been erected. Such licenses, easements and rights of way may be granted at any time prior to twenty-one (21) years after the death of the individuals who have signed these Restrictions and their issue who are in being as of the date hereof, and the right to grant such licenses, easements and rights of way is hereby expressly reserved.

8. Other than as provided in Article X relating to restoration of damaged improvements, the Mutual may, with approval of the Architectural Control Committee, construct new improvements or additions to the Common Area of the Project or demolish existing improvements, provided that in the case of any improvement, addition or demolition involving a total expenditure in excess of \$5,000.00, the written consent or vote of two-thirds (2/3rds) of the Owners (other than Declarant) in the Project as to the maximum total cost therefor shall first be obtained, and provided that no Unit shall be altered or damaged by any such demolition or construction without the consent of the Owner thereof. The Mutual shall levy a special assessment on all Owners in the Project for the cost of such work."

4. Article VI is hereby amended in its entirety to read as follows:

"ARTICLE VI

Limited Common Areas

The areas designated on the Plan as a balcony, patio, parking space or carport are limited common areas. The balconies and patios adjacent to the Units are reserved for the exclusive use of the Owners of such Unit, and they may not be added to, modified or altered without the approval of the Mutual and, except for normal housekeeping, shall be maintained and repaired by the Mutual. Limited common areas designated on the Plan of the Project as carports or parking spaces shall be used for parking of vehicles by Owners in the Project as assigned by the Mutual."

5. Article VII is hereby amended in its entirety to read as follows:

"ARTICLE VII

Carrying Charges - Assessments - Liens

1. The Owner (including the Declarant and its successors prior to the initial conveyance of any Units in the Project) shall pay to the Mutual a monthly sum, referred to herein as Carrying Charges, equal to one-twelfth (1/12th) of the Owner's proportionate share, determined as provided in Section 2 below, of the amount estimated by the Mutual to meet its annual expenses, including, but not limited to the following items:

- (a) The cost of all operating expenses of the Project and services furnished to Owners.
- (b) The cost of necessary management and administration.
- (c) The amount of all taxes and assessments levied against the property of the Mutual or which it is required to pay.
- (d) The cost of fire and extended coverage insurance on the Project and such other insurance as the Mutual may effect or as may be required by any mortgage on the Project.
- (e) The cost of furnishing water, gas, electricity, garbage and trash collection and other utilities to the extent furnished by the Mutual.
- (f) All reserves set up by the Mutual.
- (g) The estimated cost of repairs, maintenance and replacements of the Project property to be made by the Mutual.
- (h) Such sums as the Mutual may pay to the Foundation as the Mutual's prorata (based upon number of Units) share of the charges of the Foundation in accordance with Article III, Section 2(i) hereof.

2. The Mutual shall determine the Carrying Charges from time to time. Such sums shall be estimated on an annual basis and divided by the number of months remaining in the fiscal year for which Carrying Charges are being determined. An Owner's proportionate share of the estimated annual expense of the Mutual shall consist of the sum of the Owner's proportionate shares of each item of estimated annual expense. The determination of the Mutual as to what shall constitute an item of expense shall be conclusive. The Owner's proportionate share of an item of estimated annual expense shall be determined by the Mutual by any one of the following methods:

(a) By dividing the amount of the item of estimated annual expense by the number of Units in the Project;

(b) By multiplying the amount of the item of estimated annual expense by the quotient of the number of persons who reside in the Unit divided by the total number of persons who reside in the Project; or

(c) By multiplying the amount of the item of estimated annual expense by the quotient of the number of square feet of the Unit of the Owner divided by the total number of square feet of all of the Units of the Project.

3. Carrying Charges shall be payable by each Owner whether or not he actually makes use of any part of the Project or receives any services provided by the Mutual.

4. If the above Carrying Charge or any other assessment, whether regular or special, assessed to the Owner of any Condominium, is not paid within ten (10) days after it is due, the Owner may be required by the Mutual to pay a late payment charge not to exceed five percent (5%) of the amount payable.

5. The amount of any Carrying Charge or any other assessment, whether regular or special, or arising by application of Article III, Section 8, this Article VII or application of Article X assessed to the Owner of any Condominium and any late payment charge attributable thereto, plus interest on such assessment and charge at a rate of ten percent (10%) per annum simple interest or such lower rate as the Mutual may designate from time to time, and costs, including reasonable attorneys' fees and costs of recordation, may become a lien upon such Condominium under Section 1356 of the Civil Code upon recordation of a notice of assessment setting forth the matters required by said Section, which shall be notice of such lien. Such lien may be enforced as provided in Section 1356 of the Civil Code and as otherwise permitted by law. A certificate executed and acknowledged by the Mutual, stating the indebtedness secured by the liens upon any Condominium created hereunder, shall be conclusive upon the Mutual and the Owners as to the amount of such indebtedness as of the date of the certificate, in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any Owner upon request, at a reasonable fee, not to exceed Fifteen Dollars (\$15.00)."

6. Section 1 of Article IX is hereby amended in its entirety to read as follows:

"1. The liens created under Article VII hereof upon any condominium shall be subject and subordinate to, and shall not affect the rights of the Mortgagee under any recorded first Mortgage upon such Condominium made in good faith and for value, provided that after the foreclosure of any such Mortgage the amount of all regular assessments, and all special assessments to the extent that they relate to expenses incurred subsequent to such foreclosure, assessed hereunder to the purchaser at such foreclosure sale, as an Owner after the date of such foreclosure sale, shall become a lien upon such Condominium upon recordation of a notice as provided in Article VII, Section 5 hereof."

7. Sections 4 and 5 of Article X are hereby amended in their entirety as follows:

"4. Restoration and repair of the damage to the condominium Unit as defined in Section 22 of Article I hereof shall be made by and at the expense of the Owner of such unit and in the event that restoration is made to a building containing such a Unit as hereinabove provided, the restoration and repair of said condominium Unit shall be completed by the Owner thereof as promptly as practical and in a lawful and workmanlike manner."

"5. If reconstruction or restoration has not actually commenced within one (1) year from the date of any damage to which Section 3 of this Article is applicable, then the covenant against partition provided in Article V shall terminate and be of no further force and effect."

8. Except as specifically amended hereby, each and every provision of the Declaration shall remain in full force and effect.

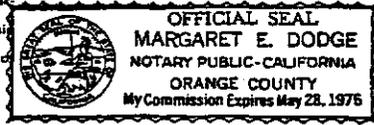
IN WITNESS WHEREOF, Declarant has affixed its signature this 4th day of November, 1974.

OAKLAWN HOMES, INC., a California corporation

By [Signature]

By [Signature]

STATE OF CALIFORNIA }
COUNTY OF Orange } ss.
On November 4, 1974, before me, the undersigned, a Notary Public in and for said State, personally appeared Harry W. Harper known to me to be the Vice President, and Louis Helmreich known to me to be the _____ Secretary of the corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, 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.
Signature [Signature]
Margaret E. Dodge
Name (Typed or Printed)

(This area for official notarial seal)

Form 3002—(Corporation) First American Title Company

LAGUNA HILLS MUTUAL NO. FIFTY
OAKLAWN HOMES, INC.
P.O. Box 7030
Laguna Hills, California 92653

Attention: W.M. Rush

12539

#107458 274

5.52.00

RECORDED AT REQUEST OF
FIRST AMER. TITLE INS. CO.
IN OFFICIAL RECORDS OF
ORANGE COUNTY, CALIF.
8:00 AM JUN 13 1973
J. WYLLIE BARTLE, County Recorder

LAGUNA HILLS MUTUAL NO. FIFTY

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

WHEREAS, Declarant, Oaklawn Homes, Inc. is the owner of certain real property in the County of Orange, State of California, described in Exhibit A attached hereto (which real property is hereinafter referred to as "The Project") and is desirous of improving this real property as a condominium complex, and

WHEREAS, other condominium complexes have been or may be developed on adjacent parcels of real property which together with other existing stock cooperatives comprise the Rossmore Leisure World adult community in Laguna Hills, California (hereinafter called the development), and

WHEREAS, it is declared that these covenants, conditions and restrictions are intended to benefit the owners and their successors of condominium units, the Project and other projects as they may be subjected to these covenants, conditions and restrictions:

NOW, THEREFORE, pursuant to Chapter I of Title 6 of Part IV of Division 2 of the Civil Code and Section 1468 of the California Civil Code, Declarant hereby declares that covenants, conditions and restrictions, together with the Condominium Plan sheets 1 through 32 inclusive which are attached and are a part hereof is and shall be held, conveyed, encumbered, leased and used subject to the following uniform restrictions, covenants, conditions and equitable servitudes. Any conveyance or conveyances made by Declarant of a Condominium (as hereinafter defined) in the Project or by a successor to Declarant as developer of the Project will incorporate by reference these restrictions. The restrictions set forth herein shall run with the real property included within the Project, shall be binding upon all persons having or acquiring any interest in such Project or any part thereof, shall inure to the benefit of every portion of such Project and any interest therein shall inure to the benefit of and be binding upon each successor in interest of Declarant, and of each Owner, and may be enforced by Declarant, by any Owner, or his successors in interest, or by the Mutual.

ARTICLE I

Definitions

Unless the context otherwise requires:

1. "Approval" of the Foundation, Mutual or the Architectural Control Committee means prior written approval.
2. "Architectural Control Committee" means the Committee appointed pursuant to Article VIII.
3. "Board" means the Board of Directors of the Mutual.
4. "Building" means any structure in the Common Area which contains one or more Units.

5. "By-Laws" means the by-laws of Laguna Hills Mutual No. Fifty.

6. "Common Area" means all of that portion of the Project not within a Unit shown on the Plan of the Project, together with all improvements thereto.

7. "Community Facilities" means all real and personal property not located within any project and which is now or hereafter owned by the Foundation for the use and benefit of the Owners.

8. "Completion" means the earliest of the following:
 (a) The date the 311th Condominium has been conveyed,
 or (b) April, 1975.

9. "Condominium" means the property in the Project conveyed by a deed to the grantee thereof. "Proposed Condominium" means the property in any Project which is intended to be conveyed by a Deed as a Condominium as shown on the Plan of the Project but which has not been so conveyed by Declarants.

10. "Declarant" means Oaklawn Homes, Inc. or a successor in interest to the entire project as opposed to an Owner as Owner is hereinafter defined.

11. "Foundation" means the Golden Rain Foundation of Laguna Hills.

12. "Limited Common Area" means any portion of the Common Area designated as such on a Plan as provided in Article VI. Except as used in Article II, Section 2, and Article VI, the term "Common Area" shall include the Limited Common Area.

13. "Manager" or "Managing Agent" means the person, firm or corporation employed by the Mutual pursuant to Article III, Section 2, clause (e), and delegated duties, powers or functions of the Mutual pursuant to Article III, Section 3.

14. "Mortgage" means a mortgage or deed of trust of a Condominium. "Mortgagor" includes mortgagors, trustors under deeds of trust, and Owners of Condominiums subject to Mortgages. "Mortgagee" includes mortgagees, trustees and beneficiaries of deeds of trust, and the holders of indebtedness secured by Mortgages.

15. "Mutual" means Laguna Hills Mutual No. 50 or any successor or assign, whether by way of consolidation, merger, transfer or otherwise.

16. "Notice and Hearing" means ten (10) days' written notice to each Owner, and informal public hearing before the Board at which all Owners shall have an opportunity to be heard and to be represented by counsel.

17. "Owner" means any person or persons, partnership or corporation which owns a Condominium, and Declarant with respect to each Proposed Condominium owned by it. A "Record Owner" means the person or persons, partnership or corporation in whom title to a Condominium is vested, as shown by the official records of the Office of the County Recorder of Orange County, California. The Board, and the Owners may treat the Record Owner as Owner of a Condominium for all purposes. "Owner" and "Record Owner" do not include Mortgagees.

18. "Plan" means a plan of the type described in Section 1351 of the Civil Code which applies to the Project, which has been recorded in Orange County, and which is made up of a diagram of the Project, a Declaration of Covenants, Conditions and Restrictions, upon the terms and conditions of these Restrictions, and which plan makes the described real property subject to its provisions.

19. "Project" means the 311 condominium living units together with their accompanying common area in this increment of the development to which these covenants, conditions and restrictions apply and Project also is used to refer to additional increments of the development as they may be made subject to these restrictions.

20. "Restrictions" means this Declaration of Covenants, Conditions and Restrictions as amended from time to time.

21. "Rules" of the Board means rules adopted by the Mutual Board.

22. Unit means a "unit" as defined in Section 1350(2) of the Civil Code, i.e., that portion of any Condominium or Proposed Condominium which is not owned in common with other Owners, and which is designated as a Unit in the Plan. The boundaries of a Unit are as designated in Section 1353 of the Civil Code, provided that all doors and windows of a Unit and all fixtures and utility installations located within a Unit including without limitation hot water heaters, space heaters and kitchen, bathroom and lighting fixtures, shall be a part of each Unit, provided further that soffits and furred down ceilings shall not be a part of such Unit. However, if at the time any Condominium in the Project is conveyed, one or more buildings in which Units shown on the Plan are to be located have not yet been built, each such Unit shall be deemed to have the boundaries shown on the Plan. Whenever, within twenty (20) years after conveyance of the first Condominium in the Project, a building is built substantially in conformity with the original plans therefor as reflected by the Unit boundaries shown on the Plan for such Project, the boundaries of all Units within such building shall thereafter be as described in the second sentence of this paragraph and the boundaries of the Common Areas shall be altered correspondingly.

23. "Vote" means the vote of the Members entitled to exercise of voting power at a duly held regular or special meeting of the members of the Mutual, unless otherwise provided.

ARTICLE II .

Use Restrictions

The Units and Common Areas shall be occupied and used only as follows:

1. Each Unit shall be used as a private dwelling and for no other purpose except such temporary uses as shall be permitted by Declarant while the Project is being developed and Condominiums are being sold by Declarant. No more than two (2) persons may permanently occupy an efficiency Unit, no more than two (2) persons may permanently occupy a one (1) bedroom Unit, no more than three (3) persons may permanently occupy a two (2) bedroom Unit and no more than four (4) persons may permanently occupy a three (3) bedroom Unit without the approval of the Mutual. No person under the age of fifty-two (52) may permanently reside in a Unit.

2. Subject to the provisions of those restrictions, use of the Common Areas shall be in accordance with and subject to limitation as determined by the Mutual. Use of the Limited Common Areas shall be subject to the limitations set forth in Article VI hereof.

3. Nothing shall be done or kept in any Unit or in any Common Area which will increase the rate of insurance on any Common Area without the approval of the Mutual. No owner shall permit anything to be done or kept in his Unit or in any Common Area which will result in the cancellation of insurance on any Common Area or which would be in violation of any law.

4. No sign of any kind shall be displayed to the public view on or from any Unit or any Common Area, without the approval of the Mutual, except such signs as may be used by Declarant in connection with the development of the Project and sale of Condominiums, and except such signs as may be displayed in accordance with Section 712 of the California Civil Code.

5. No animals of any kind shall be raised, bred, or kept in any Unit, or in any Common Area, except that dogs, cats or other household pets may be kept in Units subject to approval of the Mutual, provided that no animal shall be kept, bred or maintained for any commercial purpose.

6. The Owner shall not permit or suffer anything to be done or kept upon said premises which will increase the rate of insurance on the building, or on the contents thereof, or which will obstruct or interfere with the rights of other occupants, or annoy them by unreasonable noises or otherwise, nor will he commit or permit any nuisance on the premises or commit or suffer any immoral or illegal act to be committed thereon. The Owner shall comply with all of the requirements of the Board of Health and of all other governmental authorities with respect to the said premises. If by reason of the occupancy or use of said premises by the Owner the rate of insurance on the building shall be increased, the Owner shall become personally liable for the additional insurance premiums.

7. Nothing shall be done in any Unit or in, on, or to any building in any Common Area or which would structurally change any such building except as is otherwise provided herein.

8. There shall be no structural alteration, construction or removal of any building, fence or other structure in the Project (other than repairs or rebuilding pursuant to Article X hereof) without the approval of the Architectural Control Committee, as set forth in Article VIII hereof. No building, fence or other structure shall be constructed upon any portion of any Common Area other than such building and structures as shall be constructed (a) by the Declarant (or a person to whom Declarant assigns its rights as developer), or (b) by the Mutual pursuant to Article X or Article III, Section 7.

9. No professional, commercial or industrial operations of any kind shall be conducted in or upon any Unit or the Common Areas except such temporary uses as shall be permitted by Declarant while the Development is being constructed and Condominiums are being sold by the Declarant.

10. Except as permitted by the Mutual, no vehicles other than golf carts, passenger automobiles and stationwagons shall be parked or stored in any Common Area. No vehicle shall be repaired or rebuilt in any Common Area.

11. All Owners shall be members of the Mutual and Foundation and shall comply with the terms and conditions as set forth in the Articles of Incorporation and By-Laws and any rule or regulation of the Mutual or Foundation. No Owner shall transfer any membership or interest in the Mutual, except upon the transfer of the Unit to which it is appurtenant.

12. The right to use or occupy a Unit or the sale, lease or other transfer or conveyance of the right to use or occupy a condominium shall be subject to such uniform or objective standards relating to financial responsibility, age and character as are set forth in these Restrictions or as are now or may hereafter be set forth in the By-Laws of the Mutual. No restrictions on use shall be based on race, religion or place of national origin.

13. Nothing in this article or elsewhere in these Restrictions shall limit the right of Declarant to complete construction of improvements to the Common Areas and to Units owned by Declarant or to alter the foregoing or to construct such additional improvements as Declarant deems advisable prior to completion and sale of the entire Project. The rights of Declarant hereunder and elsewhere in these Restrictions may be assigned by Declarant to any successor to all or any part of Declarant's interest in the Development, as developer, by an express assignment incorporated in a recorded deed transferring such interest to such successor.

ARTICLE III

Management

1. The Mutual is hereby designated as the management body of the Project. The members of the Mutual shall be the Owners of the Project as provided in the By-Laws. The initial Board of Directors of the Mutual shall be appointed by the Incorporators or their successors. Thereafter, the directors shall be elected as provided in the By-Laws; provided, however, that the incorporators or their successors shall retain the right to appoint a majority of the members of the Board until the first annual meeting of the Mutual, which shall be held one hundred eighty (180) days after the close of escrow on 60% of the condominium units in each project, or within 6 months after the date when the escrow has closed for the sale of the first condominium unit, whichever date shall first occur, provided, however, that said sale shall be to a bona fide purchaser who qualifies as a member of the Mutual and is not the developer or any entity under the control of the developer.

The Mutual shall have the right and power to do all things for the management and operation of the Project. Subject to the provisions of the Articles of Incorporation and the By-Laws of the Mutual and those Restrictions, the powers of the Mutual shall include but not necessarily be limited to the specific acts hereinafter enumerated or as set forth in the California Civil Code Sec. 1355(b), subsections 1 through 8.

2. The Mutual, through its Board and at its option, and for the benefit of the condominiums, and the Owners in the Project, may acquire and may pay for out of the carrying charge fund hereinafter provided for, the following:

(a) Water, sewer, garbage, electrical and gas and other necessary utility service for the Common Areas and (if not separately metered or charged) for the Units.

(b) (1) A policy or policies of fire insurance, with extended coverage endorsement, for the full insurable replacement value of the Common Areas, and the Units, payable as provided in Article X, or such other fire and casualty insurance as the

Mutual shall determine gives substantially equal or greater protection, insuring the Owners, and their Mortgagees, as their interest may appear, and as to each of such policies which will not be voided or impaired thereby, the Owners hereby waive and release all claims against the Mutual, the Board, the Manager, 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 to the extent of the insurance proceeds received in compensation for such loss only.

(2) A policy or policies insuring the Mutual, the Board, the Declarant, the Managing Agent and the Owners and agents and employees of each of the foregoing against any liability incident to the ownership and/or use of the Common Areas and Units, and if obtainable, a cross liability endorsement insuring each insured against liability to each other insured.

(3) Such policies may be blanket policies covering more than one Project, the property of Declarant or any of the foregoing, if the Mutual and Declarant pay their proper share of the premium. The Mutual shall be deemed trustee of the interests of all Owners in any insurance proceeds paid to it under any such policies, and shall have full power to receive and to receipt for their interests in such proceeds and to deal therewith.

(c) Workmen's compensation insurance to the extent necessary to comply with any applicable laws;

(d) Such other policies of insurance as the Mutual may deem appropriate.

(e) The services of a person or firm to manage the Common Areas (the "Managing Agent") to the extent deemed advisable by the Mutual as well as such other personnel as the Mutual shall determine shall be necessary or proper for the operation of the Common Areas whether such personnel are employed directly by the Mutual or are furnished by the Manager;

(f) A fidelity bond naming the members of the Mutual, the Mutual, and the Manager, and such other persons as may be designated by the Board as principals, and the Mutual as obligee.

(g) The Mutual shall paint, maintain and repair the Common Areas (but not including the doors, windows, carpets, fixtures, interior surfaces of the Unit, or items of property located within the interior surfaces of the Units or constituting a part of the Units, which the Owner of each Unit shall paint, maintain and repair) and such furnishings, equipment and planting for the Common Areas as the Mutual shall determine are necessary and proper. The Mutual may elect to maintain and repair stoves, ranges, refrigerators, dishwashers and plumbing fixtures located within a Unit. The Mutual shall have no responsibility to provide the services referred to in this paragraph with respect to any building in the Project until the first Unit in such Building is sold by Declarant.

(h) If the Mutual has incurred any liability or paid any costs or expenses for a single Unit or Owner, the cost thereof shall be especially assessed to the Owner of such Unit; provided, however, that nothing herein shall permit the Mutual to assess the Owners for any new improvements or additions to the Common Areas except pursuant to Article III, Section 7 or Article VII or Article X.

(i) The amounts necessary to pay the Foundation its charges for its services and facilities furnished to the Owners.

3. The Mutual may delegate any of its duties, powers or functions to any person, corporation or firm to act as Manager. Neither the Mutual nor the members of its Board shall be liable for any omission or improper exercise by the Manager of any such duty, power or function so delegated.

4. The Mutual or any person authorized by the Mutual may enter any Unit in the event of any emergency involving illness or potential danger to life or property or when necessary in connection with any maintenance or construction for which it is responsible. Such entry shall be made with as little inconvenience to the Owner as practicable, and any damage caused thereby shall be repaired by the Mutual.

5. The Mutual shall provide for an annual independent audit of the accounts of the Mutual. An annual report and account of the Mutual including a statement of income and disbursements, shall be sent to the owners no later than 120 days after the close of the Mutual's fiscal year.

6. The Mutual is authorized and empowered to grant such licenses, easements and rights of way for sewer lines, water lines, underground conduits, storm drains and other public utility purposes as may be necessary and appropriate for the orderly maintenance, preservation and enjoyment of the Common Areas or for the preservation of the health, safety, convenience and welfare of the Owners, over those portions of the Common Areas upon which no building or other structure has been erected. Such licenses, easements and rights of way may be granted at any time prior to twenty-one (21) years after the death of the individuals who have signed these Restrictions and their issue who are in being as of the date hereof, and the right to grant such licenses, easements and rights of way is hereby expressly reserved.

7. Other than as provided in Article X relating to restoration of damaged improvements, the Mutual may, with approval of the Architectural Control Committee, construct new improvements or additions to the Common Area of the Project or demolish existing improvements, provided that in the case of any improvement, addition or demolition involving a total expenditure in excess of \$5,000, the written consent or vote of two-thirds (2/3rds) of the Owners (other than Declarant) in the Project, as to the maximum total cost therefor shall first be obtained, and provided that no Unit shall be altered or damaged by any such demolition or construction without the consent of the Owner thereof. The Mutual shall levy a special assessment on all Owners in the Project for the cost of such work.

ARTICLE IV

Membership in Foundation

Each Owner of a Unit (other than Declarant) shall be a member of the Foundation and shall comply with the By-Laws of the Foundation and the rules and regulations of the Foundation as they now exist or are from time to time adopted. No Owner shall transfer any membership or interest in the Foundation except upon the transfer of the Unit to which it is appurtenant.

ARTICLE V

Covenant Against Partition

By acceptance of his deed, each Owner shall be deemed to covenant for himself and for his heirs, representatives, successors and assigns, that he will not institute legal proceedings to effect judicial partition of his interest in the Project property, unless the Project (a) has been in existence in excess of fifty (50) years, and (b) it is obsolete and uneconomical, and (c) the Owners of fifty per cent (50%) of the Unit join in such an action for partition.

ARTICLE VI

Limited Common Areas

Garages, patios and carports shown by letter are allocated and appurtenant to their respective units within that condominium building as shown on the Condominium Plan and are Limited Common Areas. Subject to the rules of the Mutual, the balconies and patios adjacent to Units are reserved for the exclusive use of the Owners of such Units and they may not be added to, modified, or altered without the approval of the Mutual and, except for normal housekeeping, shall be repaired and maintained by the Mutual. Limited Common Areas designed on the Plan for the Project as carports and are allocated and appurtenant to a Unit are reserved and shall be used for parking of non-commercial vehicles, as permitted by the Mutual. The Mutual shall assign one carport for the exclusive use of each Owner, subject to the right of the Mutual to enter for purposes of maintenance and repair. Each recreational room, if any, shall be reserved for the exclusive use of the residents of the residential building in which it is located, and the guests and invitees of such residents. Such recreational rooms, if any, shall be kept and maintained by the Mutual.

ARTICLE VII

Carrying Charges - Assessments - Liens

1. The Owner (including the Declarant and its successors, prior to the initial conveyance of any Units in the Project) shall pay to the Mutual a monthly sum referred to herein as "Carrying Charges" equal to one-twelfth (1/12th) of the Owner's proportionate share (an equal division among all Units shall satisfy this requirement) of the sum as estimated by the Mutual to meet its annual expenses, including but not limited to the following items:

- (a) The cost of all operating expenses of the Project and services furnished, including charges by the Mutual for facilities and services furnished.
- (b) The cost of necessary management and administration.
- (c) The amount of all taxes and assessments levied against the property of the Mutual or which it is required to pay.
- (d) The cost of fire and extended coverage insurance on the Project and such other insurance as the Mutual may effect or as may be required by any mortgage on the Project.
- (e) The cost of furnishing water, gas, electricity, garbage and trash collection and other utilities to the extent furnished by the Mutual.

(f) All reserves set up by the Mutual.

(g) The estimated cost of repairs, maintenance and replacements of the Project property to be made by the Mutual.

(h) Such sums as the Mutual may pay to the Foundation as the Mutual's prorata (based upon number of Units) share of the charges of the Foundation in accordance with Article III, Section 2(i) hereof.

The Mutual shall determine the Carrying Charges from time to time. Said sums shall be estimated on an annual basis and divided by the number of months remaining in the then current fiscal year; but in no event shall the Owner be charged with more than his proportionate share thereof as determined by the Mutual. That amount of the Carrying Charges required for payment of any capital expenditures shall be credited upon the books of the Mutual to the "Paid In Surplus" account as a capital contribution.

2. If the above Carrying Charge or any other assessment, whether regular or special, assessed to the Owner of any Condominium, is not paid within ten (10) days after it is due, the Owner may be required by the Mutual to pay a late payment charge of five per cent (5%) of the amount of the assessment.

3. The amount of any Carrying Charge or any other assessment, whether regular or special, or arising by application of Article II, Section 12, Article III, Section 7, this Article VII or application of Article X assessed to the Owner of any Condominium, and any late payment charge attributable thereto, plus interest on such assessment and charge at a rate of ten per cent (10%) per annum simple interest or such lower rate as the Mutual may designate from time to time, and costs, including reasonable attorneys' fees and costs of recordation, may become a lien upon such Condominium under Section 1356 of the Civil Code upon recordation of a notice of assessment setting forth the matters required by said section, which shall be notice of such lien. Such lien may be enforced as provided in Section 1356 of the Civil Code and as otherwise provided by law. A certificate executed and acknowledged by the Mutual, stating the indebtedness secured by the liens upon any Condominium created hereunder, shall be conclusive upon the Mutual and the Owners as to the amount of such indebtedness as of the date of the certificate, in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any Owner upon request at a reasonable fee, not to exceed Fifteen Dollars (\$15.00).

ARTICLE VIII

Architectural Control Committee

1. Architectural Control:

(a) Except for the purposes of proper maintenance and repair, and except as provided in Paragraph (c) hereof, no person, persons, entity or entities shall install, erect, attach, apply, paste, hinge, screw, nail, build or construct any lighting, shades, screens, awnings, patio covers, decorations, fences, aerials, antennas, radio or television broadcasting or receiving devices, or make any changes or otherwise alter whatsoever the exterior of any residential dwelling unit, residential carport, or residential garage constructed on or to be constructed on the above described property. For the purpose of this provision the term "exterior" shall mean any outside walls, outward surfaces,

roofs, outside doors, or other outside structures of said residential dwelling units, residential carports and residential garages, including, but not limited to, the roof, outside wall, outward surface, outside doors, and outside structures of all atrium type residential dwelling units.

(b) Except for the purposes of proper maintenance and repair, and except as provided in Paragraph (c) hereof, no person, persons, entity, or entities shall install, construct or build any walkways, slabs, sidewalks, curbs, gutters, patios, porches, driveways, fences, lighting, decorations, aerials, antennas, radio or television broadcasting or receiving devices, or other structures of any kind, on the property developed for residential use, except for such walkways, fences, lighting, decorations, aerials, antennas, radio or television broadcasting or receiving devices, or other structures which are to be constructed concurrently with the construction of the residential dwellings, residential carports or residential garages on the above described property.

(c) Except for proper maintenance and repair, no person, persons, entity or entities shall perform any of the acts specifically set forth in Paragraphs (a) and (b) above until:

(1) The complete plans and specifications, showing the kind, nature, shape, height, material, type of construction, scheme and all information specified by the hereinafter named committee for the proposed alteration, modification, addition, deletion or any other proposed form of change to the exterior of any residential dwelling unit, residential carport or residential garage, as set forth in Paragraph (a), or changes to the property developed for residential use, as set forth in Paragraph (b), and

(2) The block plan showing the location of such proposed alteration, modification, addition, deletion, or any other proposed form of change, has been approved in writing, as to conformity and harmony of external design with existing structures of the property developed for residential use, by a committee composed of D. W. Blankman, Lloyd G. Fuglie and W.M. Rush, P.O. Box 5000, Laguna Hills, California 92653, or by a representative designated by a majority of the members of said committee, providing, however, that from and after five (5) years from the date of recording the initial conveyance to a resident owner of a Condominium Unit in the Mutual, the members of this committee shall be appointed by the Board of Directors of the Golden Rain Foundation of Laguna Hills. In the event any member is unable or unwilling to serve on said committee, the remaining member or members shall have full authority to approve or disapprove such proposed alteration, modification, addition, deletion, or other proposed form of change and location, and/or appoint a suitable replacement or replacements with like authority, and/or designate a representative with like authority. The membership of said committee or any representative appointed thereby, if other than as stated in this declaration, shall be evidenced by a certificate of identity, shall refer to the book and page number designated by the County Recorder of Orange County, California for this declaration, shall be executed by at least one member of said committee and be recorded in the office of said County Recorder; which certificate shall then be conclusive evidence thereof in favor of any person relying thereon in good faith. In the event the committee or the representative appointed by the committee fails to approve or disapprove such proposed alteration, modification, addition, deletion or other proposed form of change and location within thirty (30) days after said complete plans and specifications have been submitted to it, such approval will

not be required and this covenant will be deemed to have been fully complied with. Such complete plans and specifications shall be personally delivered to any member of the committee or mailed to the committee via certified mail, return receipt requested, postage prepaid. The plans and specifications shall be deemed submitted to the committee upon the date of receipt by the committee of such plans and specifications. The committee shall have the right of changing its mailing address by recording an instrument of change of mailing address with the County Recorder of Orange County, California, such instrument to refer to the book and page number designated by said County Recorder for this declaration. Neither the members of such committee nor its designated representative shall be entitled to any compensation for the services performed pursuant to this covenant. The powers and duties of such committee, and of its designated representative, shall cease on and after January 1, 2008. Thereafter, the approval described in this covenant shall not be required unless prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the property owners of the hereinabove described property developed for residential use and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

ARTICLE IX

Mortgage Protection

Notwithstanding all other provisions hereof:

1. The liens created under Article VII hereof upon any Condominium shall be subject and subordinate to, and shall not affect the rights of the Mortgagee under any recorded first Mortgage upon such Condominium made in good faith and for value, provided that after the foreclosure of any such Mortgage the amount of all regular assessments, and all special assessments to the extent they relate to expenses incurred subsequent to such foreclosure, assessed hereunder to the purchaser at such foreclosure sale, as an Owner after the date of such foreclosure sale, shall become a lien upon such Condominium upon recordation of a notice as provided in Article VII, Section 3 hereof.
2. No amendment to these Restrictions shall affect the rights of any Mortgagee who does not join in the execution thereof, provided that prior to recordation of such amendment his Mortgage is recorded and written notice of its delivery and recordation, signed by the Mortgagee and Mortgagor, is given to the Mutual.
3. By subordination agreement executed by the Mutual, the benefits of Sections 1 and 2 above may be extended to Mortgages not otherwise entitled thereto.
4. No breach of any of the foregoing covenants and restrictions shall cause any forfeiture of title or reversion or bestow any right of re-entry whatsoever, but, violation of any one or more of these covenants or restrictions may be enjoined or abated by Declarant, its successors and assigns, and by the Mutual, by action of any court of competent jurisdiction, and damages may also be awarded against such violations; provided, however, that any such violation shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to said property or any part thereof, but said covenants and

restrictions shall be binding upon and effective against any Owner of said property, or portion thereof, whose title thereto is acquired by foreclosure, trustee's sale or otherwise.

ARTICLE X

Damage or Destruction

1. In the event of damage or destruction to the common and limited common area, and the insurance proceeds are sufficient to effect total restoration, then the Mutual shall cause such common and limited common area to be repaired and reconstructed substantially as it previously existed.

2. If the insurance proceeds are within Five Thousand Dollars (\$5,000.00) or less of being sufficient to effect total restoration to the common and limited common area, then the Mutual shall cause such common area and limited common areas to be repaired and reconstructed substantially as they previously existed and the difference between the insurance proceeds and the actual cost shall be levied as an assessment equally against each of the condominium units.

3. If the insurance proceeds are insufficient by more than Five Thousand Dollars (\$5,000.00) to effect total restoration to the common areas and limited common areas, then by written consent or vote of a majority of the owners, they shall determine whether (a) to rebuild and restore in substantially the same manner as the improvements existed prior to damage and to raise the necessary funds over the insurance proceeds by levying equal assessments against all Units, (b) to rebuild and restore in a way which utilizes all available insurance proceeds and an additional amount not in excess of Five Thousand Dollars (\$5,000.00) and which is assessable equally to all Units but which is less expensive than replacing these improvements in substantially the same manner as they existed prior to being damaged, or (c) to not rebuild and to distribute the available insurance proceeds (i) to the Owners and mortgagees of the damaged Units as their interests may appear in such a way as to give consideration to the relative degree for damage sustained by each and the relative original value of each of those which had suffered the same degree of damage (i.e., two buildings are damaged by fire, one 50% destroyed and the other 100% destroyed; the 50% damaged building had an original value of \$150,000 and the 100% destroyed had an original value of \$175,000, the total proceeds are \$125,000, the amount of proceeds applicable to the 100% destroyed building would be \$87,500), and (ii) if the proceeds are sufficient to cover the total value of the residential area, the remainder in equal shares divided among all the Units.

4. Restoration and repair of the damage to the condominium unit as defined in subsection 22 of Article I hereof shall be made by and at the expense of the Owner of such unit and in the event that restoration is made to a building containing such a Unit as hereinabove provided, the restoration and repair of said condominium unit shall be completed by the Owner thereof as promptly as practical and in a lawful and workmanlike manner.

5. If reconstruction or restoration has not actually commenced within one (1) year from the date of any damage to which subsection 3 of this Article is applicable, then the covenant against partition provided in Article V shall terminate and be of no further force and effect.

ARTICLE XI

Amendment

1. Subject to the provisions of Section 2 of Article IX, the provisions of these Restrictions may be amended by an instrument in writing signed and acknowledged by the president and secretary of the Mutual, certifying that such amendment has been approved by the vote or written consent of at least three-fourths (3/4ths) of the Record Owners in the Project (or in all Projects to which the Restrictions are applicable) and such an amendment shall be effective upon its recordation with the Orange County Recorder.

2. Until the close of any escrow on the sale of any condominium unit in the area described in Exhibit A, Declarant shall have the right to terminate, modify and amend these restrictions insofar as these restrictions apply to the area described in Exhibit A by the recordation of a supplement hereto setting forth such termination, modification or amendment; providing, however, that when any condominium unit located within the area described in Exhibit A has been sold, the Declarant's right to terminate, modify or amend these restrictions shall thereupon cease, terminate and expire. These restrictions terminate and supersede, insofar as the real property set forth in Exhibit A is concerned, those certain deed restrictions recorded at Page 449, of Book 6944 of the Official Records of the Recorder of Orange County.

ARTICLE XII

Encroachments

None of the rights and obligations of the Owners created herein, or by the Deed, shall be altered in any way by encroachments due to settlement or shifting of structures or any other cause. There shall be valid easements for the maintenance of said encroachments so long as they shall exist; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful conduct of said Owner or Owners.

ARTICLE XIII

Notices

Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by registered or certified mail, it shall be deemed to have been delivered twenty-four (24) hours after a copy of same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person to the Mutual for the purpose of service of such notice, or to the Unit of such person if no address has been given to the Mutual. If such notice is so sent by regular mail, it shall be deemed to have been delivered when received. Such address may be changed from time to time by notice in writing to the Mutual.

ARTICLE XIV

Right of First Refusal

Prior to the transfer of title to any Unit and as a condition precedent to each and every transfer of title to every Unit, the Owner (or in the event of death or incapacity the Owner's

legal representative), his successors and assigns, shall notify the Mutual in writing by mail, postage prepaid, or actual delivery that the Unit is for sale, the name, age and financial qualifications of the proposed buyer and the terms and conditions of a bona fide written offer to purchase. Thereafter the Mutual shall have fifteen (15) days from the date of actual receipt to notify the Owner whether or not the proposed transferee meets the prescribed standards. In determining whether a prospective purchaser meets the required standards, the Board may verify that the prospective purchaser(s) (a) is of the age of 52 or older (b) the proposed resident must have a monthly income equal to total monthly housing expense (principal, interest, insurance, taxes and carrying charges to the Mutual), plus \$150 if the condominium is occupied by one person, \$200 if occupied by two persons and \$250 if occupied by three persons; provided, however, that to the extent these persons have net worth in addition to income, the consumption of such net worth in lieu of such income over the remaining life expectancy of the prospective purchaser in lieu of or as supplemental to such income, and (c) has never been convicted of a felony nor been convicted, within the past five (5) years, of a misdemeanor involving moral turpitude. A prospective purchaser(s) meeting these standards shall be deemed to be qualified for the purpose of this Article. If the proposed transferee has qualified, the Owner may complete the sale and transfer of the Condominium Unit. If, on the other hand, the proposed purchaser has not fulfilled the required standards, the Mutual shall also so indicate in the prescribed fifteen (15) day notice, and the Mutual may further notify the Owner that the Mutual has exercised its Right of First Refusal as to the Unit and to present the Owner with signed Escrow Instructions calling for the sale of this Unit to the Mutual in accordance with the terms and conditions specified in the Owner's original notice to the Mutual. Failure of the Mutual to deliver to the Owner at the address of the Unit, or such other address as the Owner may have designated, the above mentioned written notice and appropriate Escrow Instructions, within the time specified, shall be deemed to be a rejection by the Mutual of its proposed sale. If the Mutual rejects or fails to exercise its Right of First Refusal, the Owner may then sell the Unit to the proposed purchaser upon the originally proposed terms and conditions, providing that such transfer to the prospective purchaser must be completed within ninety (90) days after rejection or failure by the Mutual to exercise this Right of First Refusal. Any agreements for the purchase and sale of any Unit shall be subject to this Right of First Refusal regardless of whether or not the Mutual has failed or refused to exercise its right to purchase as to a particular Unit in relation to the possible sale of the Unit to the same or to a different potential purchaser. Nothing to the contrary hereinwithstanding, this Right of First Refusal shall not apply to any purchaser at a Trustee Sale which sale is held under the Trustee's Sale provision of any Deed of Trust applicable to any Condominium Unit.

ARTICLE XV

Remedies

The exercise of any of the rights or remedies as herein provided with respect to any default shall not preclude or affect the subsequent exercise of such rights or remedies at different times and for different defaults.

The respective rights or remedies, whether provided by this agreement or by law, or available in equity, shall be cumulative and the exercise of any one or more of such rights or remedies

shall not preclude or affect the exercise, at the same or at different times, of any other such right or remedies for the same or different defaults, or for the same or different failures of the Owners to perform or observe any provision of this Agreement.

ARTICLE XVI

Attorney Fees

If an Owner defaults in making a payment of Carrying Charges or in the performance or observance of any provision of this Agreement, and the Mutual has obtained the services of an attorney with respect to the defaults involved, the Owner covenants and agrees to pay to the Mutual any costs or fees involved, including reasonable attorney's fees, notwithstanding the fact that a suit has not yet been instituted. In case a suit is instituted, the Owner shall also pay the cost of the suit, in addition to other aforesaid costs and fees.

ARTICLE XVII

Interpretation

The provisions of these Restrictions shall be liberally construed to effectuate their purpose of creating a uniform plan for the development and operation of Condominium Projects. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof. In case any one of the provisions contained in these Restrictions shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any of the remaining provisions hereof, but these Restrictions shall be construed as if included. Whenever the context so requires, the singular number includes the plural, and the converse; and the masculine gender includes the feminine and/or neuter.

IN WITNESS WHEREOF, Declarant has affixed its signature this 23rd day of March, 1973.

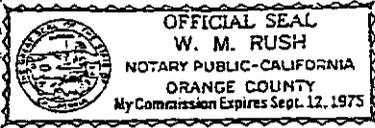
OAKLAWN HOMES, INC., a California corporation

By [Signature]
VICE PRESIDENT

By [Signature]
SECRETARY

Form 3007 - (Corporation) First American Title Company

STATE OF CALIFORNIA }
COUNTY OF ORANGE } ss. BX10746PG 289
On MARCH 23, 1973 before me, the undersigned, a Notary Public in and for said State, personally appeared H. W. HARPER known to me to be the VICE President, and WILLIAM V. MARCH known to me to be the _____ Secretary of the corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, 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
Signature [Signature]
W. M. RUSH
Name (Typed or Printed)

(This area for official notarial seal)

To make it possible for a Final Public Report to be issued by the Real Estate Commissioner of California pursuant to Section 11018.5 of the Business and Professions Code, the undersigned, United California Bank, a California corporation, trustee and beneficiary under that certain Deed of Trust recorded Feb. 23 , 1973 . in Book 10565, Page 371 of Official Records in the office of the County Recorder of Orange County, covering the herein described land and other property, hereby evidence their consent to the within Declaration of Covenants, Conditions and Restrictions and Condominium Plan attached by joining in the execution thereof, and do hereby subordinate the lien of said deed of trust to the provisions contained herein.

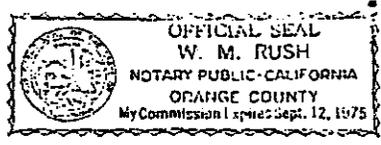
UNITED CALIFORNIA BANK, a California corporation, as Trustee and Beneficiary

By Leighton B. Truck
Senior Vice President

By John L. Shelton
ASST. SECY.

Form 3002—(Correction) First American Title Company

STATE OF CALIFORNIA
COUNTY OF ORANGE
On MARCH 23, 1973 before me, the undersigned, a Notary Public in and for said State, personally appeared LEIGHTON B. TRUCK known to me to be the SENIOR VICE President, and JOHN L. SHELTON known to me to be the ASSISTANT Secretary of the corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, 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
Signature [Signature]
W. M. RUSH
Name (Typed or Printed)

(This area for official notarial seal)

EXHIBIT "A"

Lot 1 of Tract No. 8096 in the County of Orange, State of California as per map recorded in Book 316, Pages 33 and 34 of Miscellaneous Maps, in the Office of the County Recorder of said County.

Excepting therefrom any portion of Lots A and C of said Tract No. 8096 adjoining said Lot.

DK10746Pc 292

LOT 1 OF TRACT NO. 8096

IN UNINCORPORATED TERRITORY OF
THE COUNTY OF ORANGE, STATE OF CALIFORNIA

CERTIFICATE
UNDER CALIFORNIA CIVIL CODE
SECTION 1331

(Providing for Recordation of Condominium Plan)

WE, THE UNDERSIGNED, BEING ALL OF THE RECORD OWNERS OF ANY RECORD HOLDERS OF SECURITY INTERESTS IN THE REAL PROPERTY DESCRIBED IN THE DOCUMENTS HEREINAFTER MENTIONED, DO HEREBY CERTIFY THAT:

WE HEREBY CONSENT TO THE RECORDATION OF THE PLAN OF CONDOMINIUM, PURSUANT TO CHAPTER 1, TITLE 4, PART 4, DIVISION SECOND, CALIFORNIA CIVIL CODE, CONSISTING OF: (I) THE DESCRIPTION OF SURVEY MAPS OF THE SURFACE OF THE LAND INCLUDED WITHIN THE PROJECT, AS SUCH DESCRIPTION OR SURVEY MAPS ARE SET FORTH UPON OR CONSTITUTED BY THE SUBDIVISION MAP SHOWING LOT 1 OF TRACT NO. 8096 IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 311, PAGES 35 AND 34 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND WHICH SUBDIVISION MAP IS HEREBY BY REFERENCE INCORPORATED HEREIN; (II) THE DIAGRAMATIC FLOOR PLANS ATTACHED HERETO AND MADE A PART HEREOF; AND (III) THIS CERTIFICATE.

DATE: MARCH 12, 1973

DALLAN HOME, INC., A CALIFORNIA CORPORATION, ASSIGNED
BY Richard E. V. Vize Vice Pres.
BY William V. March, Sec.

UNITED CALIFORNIA BANK, A CALIFORNIA CORPORATION, AS TRUSTEE AND BENEFICIARY UNDER DEED OF TRUST RECORDED IN BOOK 10566, PAGE 271 OF OFFICIAL RECORDS
BY Laughlin B. Tuck Pres. Unit.
John C. Shelton Asst. Secretary

STATE OF CALIFORNIA
COUNTY OF ORANGE } SS.

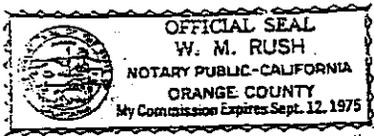
On MAR. 12, 1973 before me, the undersigned, a Notary Public in and for said State, personally appeared Richard E. Vize, known to me to be the Vice President, and William V. March, known to me to be the Secretary of the Corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the Corporation therein named, 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.
Signature W. M. Rush

STATE OF CALIFORNIA
COUNTY OF ORANGE } SS.

On MAR. 23, 1973 before me, the undersigned, a Notary Public in and for said State, personally appeared Laughlin B. Tuck, known to me to be the President, and John C. Shelton, known to me to be the Assistant Secretary of the Corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the Corporation therein named, 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.
Signature W. M. Rush



I HEREBY CERTIFY THAT I AM A REGISTERED CIVIL ENGINEER OF THE STATE OF CALIFORNIA, THAT THIS PLAN CONSISTING OF 32 SHEETS CORRECTLY REPRESENTS A TRUE AND COMPLETE SURVEY OF THIS CONDOMINIUM PROJECT MADE UNDER MY SUPERVISION ON MAR. 1973
D. J. Leavitt
D. J. LEAVITT
R.C.E. NO. 11792

LOT 1 OF TRACT NO. 8096

IN UNINCORPORATED TERRITORY OF
THE COUNTY OF ORANGE, STATE OF CALIFORNIA

M107460 293

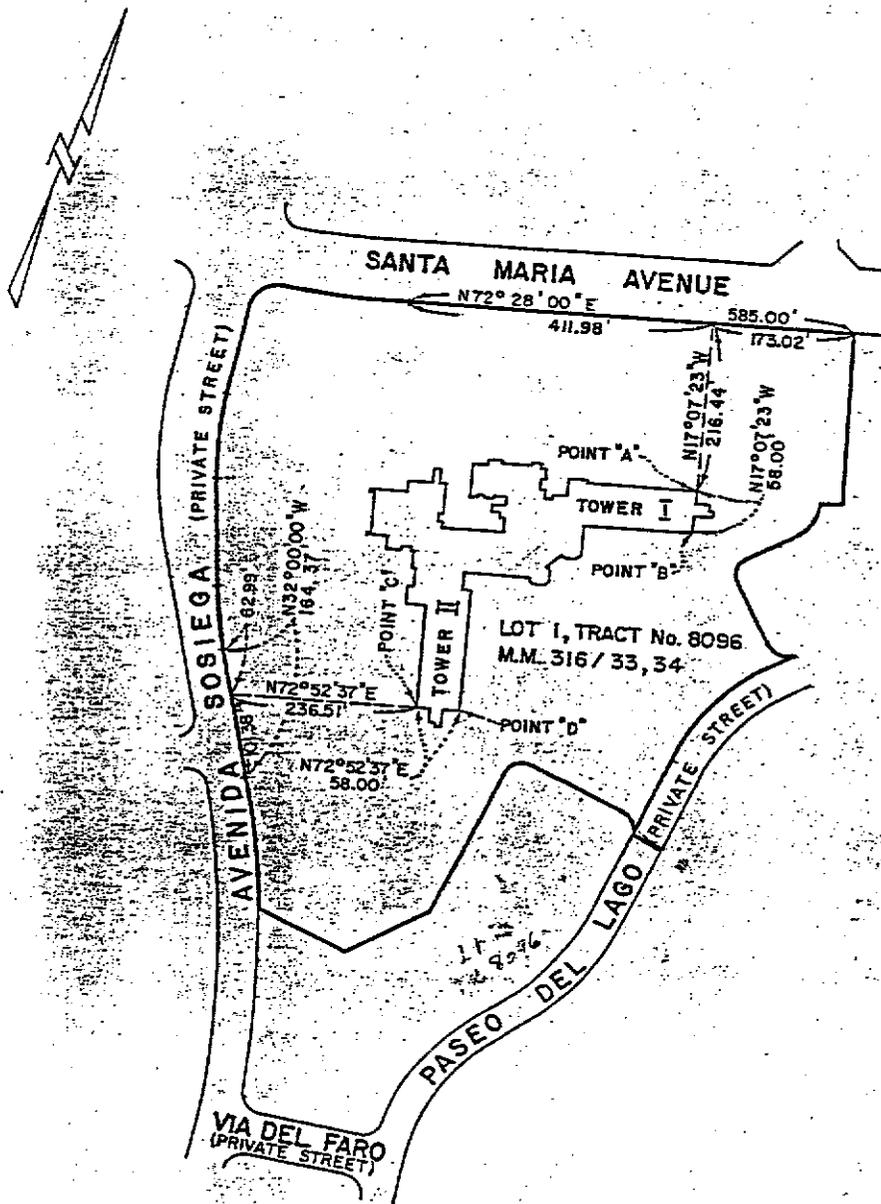
GENERAL NOTES AND DEFINITIONS

1. The "Common Area" of this project is the land and real property included within the boundary lines of Lot 1 of Tract No. 8096, in the County of Orange, State of California, as shown on a map recorded in Book 316, Pages 33 and 34 of Miscellaneous Maps, in the office of the County Recorder of said County, except those portions shown and defined herein as Units within Tower I and Tower II.
2. Each of said Units is an airspace, the location of which is shown herein on sheets 3 through 32.
3. The following are not part of a Unit:
Bearing walls, columns, vertical supports, floors, roofs, foundations, balconies, patios, patio walls and fences, garages, pipes, ducts, flues, conduits, wires and other utility installations, wherever located, except the outlets thereof when located within the Unit.
4. Each of said Airspaces is an apartment. The boundaries of each such apartment are as follows:
 - a) The lower vertical boundary is the surface of the finished floor thereof.
 - b) The upper vertical boundary is a horizontal plane, the elevation of which coincides with the elevation of the surface of the highest finished ceiling thereof.
 - c) The lateral boundaries are the interior surfaces of the perimeter walls, windows and doors thereof and vertical planes coincidental with the interior surfaces of the perimeter walls thereof, extended upwards to intersect the upper vertical boundary.
 - d) Each such apartment includes the surfaces so described, the portions of the building and improvements (including the heating and air conditioning units, ranges, dishwashers, garbage disposal units and other household appliances) lying within said boundaries (except as stated in Note 3 above) and the airspace so encompassed.
5. Patios and balconies are Limited Common Areas for the exclusive use of the adjacent apartment.
6. Carports are Limited Common Areas subject to regulations established by the Local Resident Mutual Association.
7. Unless otherwise indicated, all airspace boundary lines intersect at right angles.
8. Recreational Rooms are Limited Common Areas for the exclusive use of the residents, and their guests and invites, in the buildings in which the recreational rooms are located.
9. The letter "R" following a Unit No. and type designates a reversed floor plan.

LOT I OF TRACT NO. 8096

IN UNINCORPORATED TERRITORY OF
THE COUNTY OF ORANGE, STATE OF CALIFORNIA

BL 107466 294



NOTE :

1. FOR ALL BEARINGS AND DISTANCES FOR LOT I OF TRACT NO. 8096, SEE MAP RECORDED IN BOOK 316 PAGES 33 AND 34 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.
2. POINTS "A", "B", "C" AND "D" SHOWN HEREON ARE REFERENCE POINTS USED TO LOCATE UNITS SHOWN ON SHEETS 4 TO 32 INCLUSIVE HEREIN.

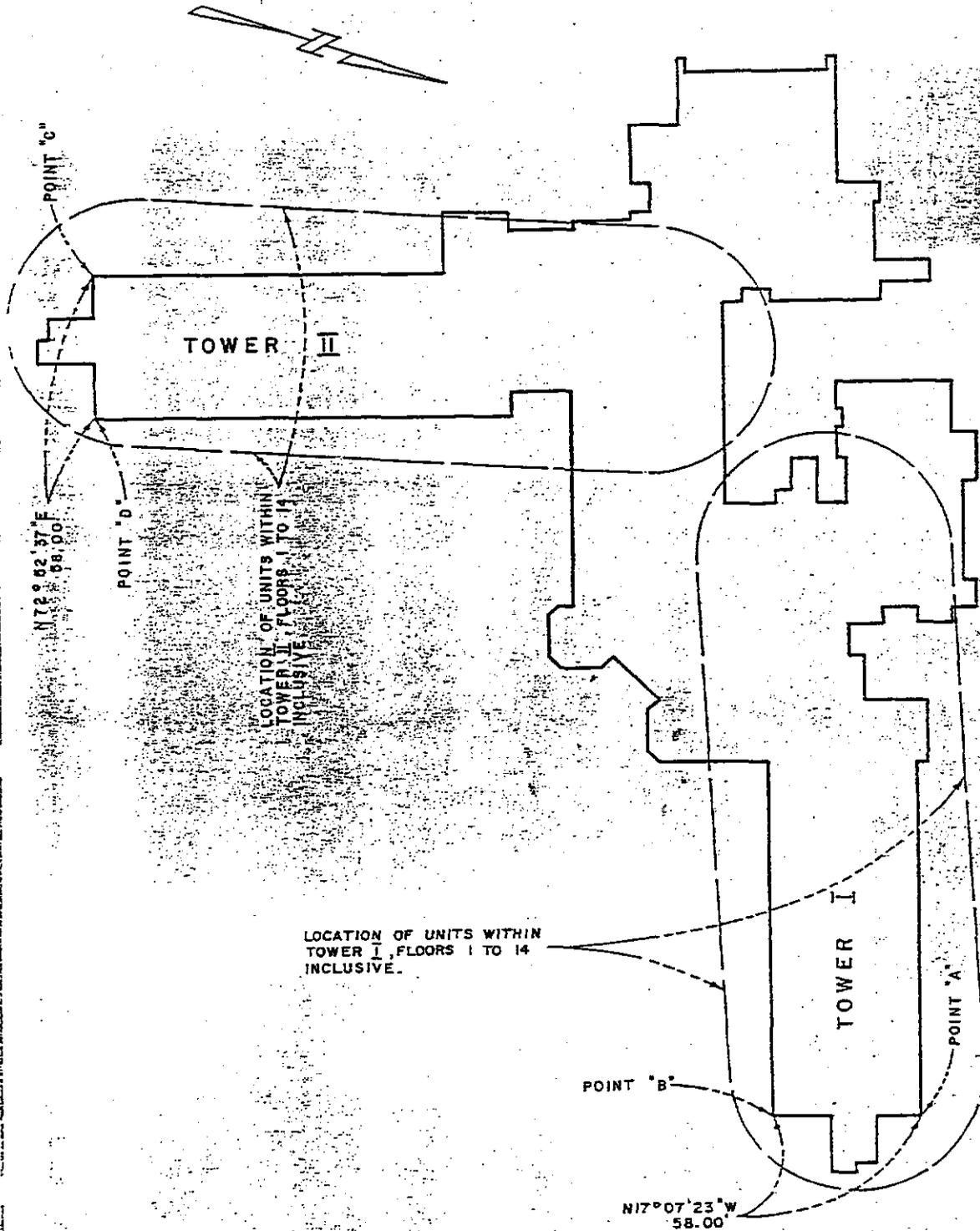
BOUNDARY MAP

0 250' 100' 200' 300' 400'

LOT I OF TRACT NO. 8096

IN UNINCORPORATED TERRITORY OF
THE COUNTY OF ORANGE, STATE OF CALIFORNIA

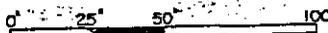
DK107456 295



LOCATION OF UNITS WITHIN
TOWER I, FLOORS 1 TO 14
INCLUSIVE.

LOCATION OF UNITS WITHIN
TOWER II, FLOORS 1 TO 14
INCLUSIVE.

INDEX MAP



LOT 1 OF TRACT NO. 8096

EX 10745 PG 29

IN UNINCORPORATED TERRITORY OF
THE COUNTY OF ORANGE, STATE OF CALIFORNIA

TABULATION OF UNITS

NOTE:
L P or B - Designates Patio or
Balcony Type

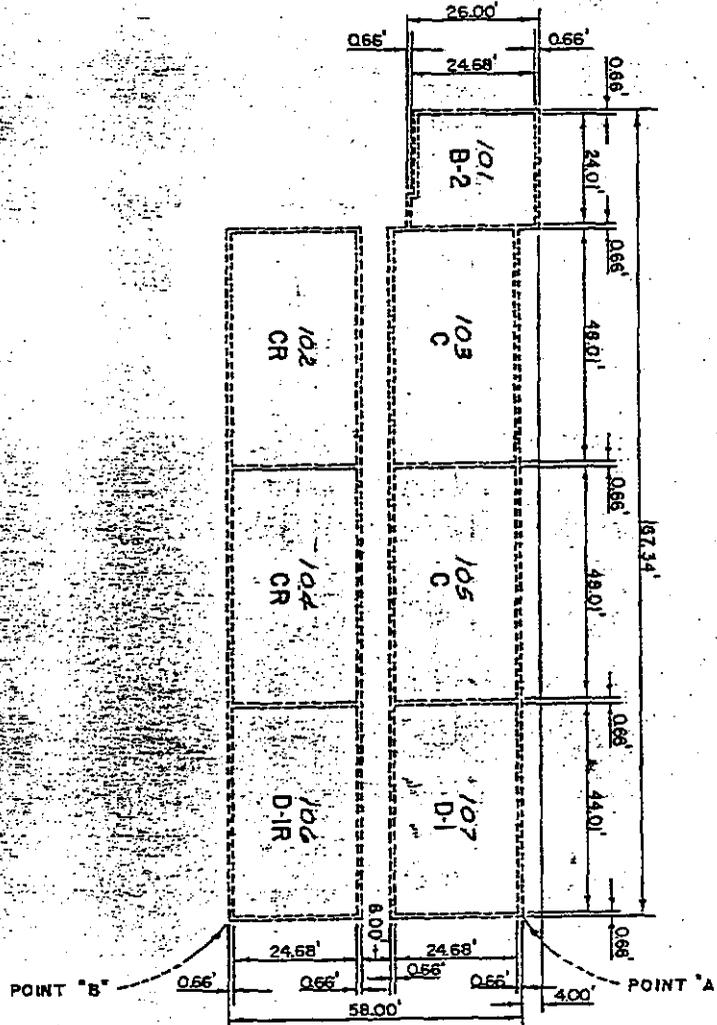
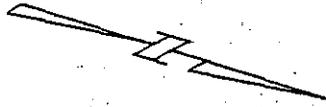
TOWER I (157 UNITS)					
1st FLOOR		6th FLOOR CONT.		11th FLOOR CONT.	
UNIT NO.	P or B	UNIT NO.	P or B	UNIT NO.	P or B
21 B-2	B-2	608 B-1R	B-1	1109 C	B-1
22 CR	B-1	609 B-1	B-1	1109 CR	B-3
23 C	B-1	610 B-1R	B-1	1109 C	B-3
24 CR	B-3	611 G-1	B-1	1109 D-1R	B-3
25 C	B-3	612 A	B-2	1107 D-1	B-3
26 D-1R	B-3	613 AR	B-2	1108 B-1R	B-1
27 D-1	B-3	7th FLOOR		1109 B-1	B-3
2nd FLOOR					
UNIT NO. P or B		UNIT NO. P or B		UNIT NO. P or B	
21 B-2	B-2	702 B-2	B-2	1110 S-1	B-1
22 CR	B-1	702 CR	B-1	1113 A	B-2
23 C	B-1	704 CR	B-1	12th FLOOR	
24 CR	B-3	703 C	B-1	UNIT NO. P or B	
25 C	B-3	705 D-1R	B-1	1201 B-2	B-1
26 D-1R	B-3	707 D-1	B-1	1202 CR	B-1
27 B-1	B-4	708 B-1R	B-1	1203 C	B-1
3rd FLOOR					
UNIT NO. P or B		UNIT NO. P or B		UNIT NO. P or B	
21 B-2	B-2	711 G-1	B-1	1206 D-1R	B-1
22 CR	B-2	713 AR	B-2	1208 B-1R	B-1
23 C	B-2	8th FLOOR		1209 B-1	B-3
24 CR	B-1	UNIT NO. P or B		1210 G-1R	B-3
25 C	B-1	801 B-2	B-1	1211 G-1	B-3
26 D-1R	B-1	802 CR	B-1	1212 A	B-1
27 B-1	B-1	803 CR	B-2	13th FLOOR	
4th FLOOR					
UNIT NO. P or B		UNIT NO. P or B		UNIT NO. P or B	
21 B-2	B-1	805 C	B-2	1213 AR	B-1
22 CR	B-1	806 B-1R	B-1	1215 B-2	B-2
23 C	B-1	807 D-1	B-1	1216 CR	B-2
24 CR	B-1	808 B-1R	B-1	1217 CR	B-2
25 C	B-1	809 B-1R	B-1	1218 CR	B-2
26 D-1R	B-1	810 G-1	B-2	1219 B-1R	B-1
27 B-1	B-1	811 G-1	B-2	1220 B-1R	B-1
5th FLOOR					
UNIT NO. P or B		UNIT NO. P or B		UNIT NO. P or B	
21 B-2	B-1	901 B-2	B-1	1221 B-1R	B-1
22 CR	B-1	902 CR	B-1	1222 B-1R	B-1
23 C	B-1	903 C	B-1	1223 B-1R	B-1
24 CR	B-1	904 CR	B-1	1224 B-1R	B-1
25 C	B-1	905 C	B-1	1225 B-1R	B-1
26 D-1R	B-1	906 D-1R	B-1	1226 B-1R	B-1
27 B-1	B-1	907 D-1	B-1	1227 B-1R	B-1
6th FLOOR					
UNIT NO. P or B		UNIT NO. P or B		UNIT NO. P or B	
21 B-2	B-1	1001 B-2	B-1	1228 B-1R	B-1
22 CR	B-3	1002 CR	B-3	1229 B-1R	B-1
23 C	B-3	1003 C	B-3	1230 B-1R	B-1
24 CR	B-4	1004 CR	B-4	1231 B-1R	B-1
25 C	B-4	1005 C	B-4	1232 B-1R	B-1
26 D-1R	B-1	1006 D-1R	B-1	1233 B-1R	B-1
27 B-1	B-1	1007 D-1	B-1	1234 B-1R	B-1
7th FLOOR					
UNIT NO. P or B		UNIT NO. P or B		UNIT NO. P or B	
21 B-2	B-1	1101 G-1	B-1	1235 B-1R	B-1
22 CR	B-3	1102 A	B-2	1236 B-1R	B-1
23 C	B-3	1103 AR	B-2	1237 B-1R	B-1
24 CR	B-4	11th FLOOR		1238 B-1R	B-1
25 C	B-4	UNIT NO. P or B		1239 B-1R	B-1
26 D-1R	B-1	1101 B-2	B-1	1240 B-1R	B-1
27 B-1	B-1	1102 CR	B-1	1241 B-1R	B-1

TOWER II (154 UNITS)					
1st FLOOR		6th FLOOR CONT.		11th FLOOR CONT.	
UNIT NO.	P or B	UNIT NO.	P or B	UNIT NO.	P or B
151 CR	B-1	661 CR	B-4	1156 AR	B-2
152 C	B-1	662 D-1	B-1	1157 A	B-2
153 CR	B-1	663 D-1R	B-1	1158 C	B-1
154 C	B-1	7th FLOOR		1159 CR	B-1
2nd FLOOR					
UNIT NO. P or B		UNIT NO. P or B		UNIT NO. P or B	
151 CR	B-1	751 B-2	B-1	1161 CR	B-3
152 C	B-1	752 B-1	B-1	1162 D-1	B-3
153 CR	B-1	753 B-1R	B-1	1163 D-1R	B-3
154 C	B-1	754 G-2	B-1	12th FLOOR	
3rd FLOOR					
UNIT NO. P or B		UNIT NO. P or B		UNIT NO. P or B	
151 CR	B-1	755 G-2R	B-1	1251 B-2	B-1
152 C	B-1	756 AR	B-2	1252 B-1	B-1
153 CR	B-1	757 A	B-2	1253 B-1R	B-1
154 C	B-1	758 C	B-1	1254 G-2	B-3
155 D-1R	B-3	759 CR	B-1	1255 G-2R	B-3
156 D-1	B-1	760 C	B-1	1256 AR	B-1
4th FLOOR					
UNIT NO. P or B		UNIT NO. P or B		UNIT NO. P or B	
151 CR	B-1	762 D-1	B-1	1257 A	B-1
152 C	B-1	763 D-1R	B-1	1258 C	B-1
153 CR	B-1	8th FLOOR		1259 CR	B-1
154 C	B-1	UNIT NO. P or B		1260 C	B-1
155 D-1R	B-3	851 B-2	B-1	1261 CR	B-1
156 D-1	B-1	852 B-1	B-1	1262 D-1	B-1
157 D-1R	B-3	853 B-1R	B-1	1263 D-1R	B-1
5th FLOOR					
UNIT NO. P or B		UNIT NO. P or B		UNIT NO. P or B	
151 CR	B-1	854 G-2	B-2	1264 B-1R	B-1
152 C	B-1	855 G-2R	B-2	1265 B-1R	B-1
153 CR	B-1	856 AR	B-2	1266 B-1R	B-1
154 C	B-1	857 A	B-2	1267 H-3	B-1, P-1
155 D-1R	B-3	858 C	B-1	1268 H-3R	B-1, P-1
6th FLOOR					
UNIT NO. P or B		UNIT NO. P or B		UNIT NO. P or B	
151 CR	B-1	859 CR	B-1	1269 C	B-2
152 C	B-1	860 C	B-2	1270 CR	B-2
153 CR	B-1	861 CR	B-2	1271 H-2R	B-1, P-1
154 C	B-1	862 D-1	B-1	1272 H-2	B-1, P-1
155 D-1R	B-3	863 D-1R	B-1	14th FLOOR	
7th FLOOR					
UNIT NO. P or B		UNIT NO. P or B		UNIT NO. P or B	
151 CR	B-1	951 B-2	B-1	1273 D-3	B-1, P-1
152 C	B-1	952 B-1	B-1	1274 CR	B-1
153 CR	B-1	953 B-1R	B-1	1275 C	B-1
154 C	B-1	954 G-2	B-1	1276 D-3	B-1, P-1
155 D-1R	B-3	955 G-2R	B-1	1277 D-3	B-1, P-1
156 D-1	B-1	956 AR	B-2	1278 D-3	B-1, P-1
157 D-1R	B-3	957 A	B-2	1279 D-3	B-1, P-1
8th FLOOR					
UNIT NO. P or B		UNIT NO. P or B		UNIT NO. P or B	
151 CR	B-1	958 C	B-1	1280 D-1R	B-1
152 C	B-1	959 CR	B-1	1281 CR	B-1
153 CR	B-1	960 C	B-1	1282 D-1	B-1
154 C	B-1	961 CR	B-1	1283 D-1R	B-1
155 D-1R	B-3	962 D-1	B-1	1284 D-1R	B-1
156 D-1	B-1	963 D-1R	B-1	1285 D-1R	B-1
157 D-1R	B-3	10th FLOOR		1286 D-1R	B-1
9th FLOOR					
UNIT NO. P or B		UNIT NO. P or B		UNIT NO. P or B	
151 CR	B-1	1051 B-2	B-1	1287 B-1R	B-1
152 C	B-1	1052 B-1	B-1	1288 B-1R	B-1
153 CR	B-1	1053 B-2R	B-1	1289 B-1R	B-1
154 C	B-1	1054 G-2	B-1	1290 B-1R	B-1
155 D-1R	B-3	1055 G-2R	B-1	1291 B-1R	B-1
156 D-1	B-1	1056 AR	B-2	1292 B-1R	B-1
157 D-1R	B-3	1057 A	B-2	1293 B-1R	B-1
10th FLOOR					
UNIT NO. P or B		UNIT NO. P or B		UNIT NO. P or B	
151 CR	B-1	1058 C	B-1	1294 B-1R	B-1
152 C	B-1	1059 CR	B-1	1295 B-1R	B-1
153 CR	B-1	1060 C	B-1	1296 B-1R	B-1
154 C	B-1	1061 CR	B-1	1297 B-1R	B-1
155 D-1R	B-3	1062 D-1	B-1	1298 B-1R	B-1
156 D-1	B-1	1063 D-1R	B-1	1299 B-1R	B-1
157 D-1R	B-3	11th FLOOR		1300 B-1R	B-1
11th FLOOR					
UNIT NO. P or B		UNIT NO. P or B		UNIT NO. P or B	
151 CR	B-1	1151 B-2	B-1	1301 B-1R	B-1
152 C	B-1	1152 B-1	B-1	1302 B-1R	B-1
153 CR	B-1	1153 B-1R	B-1	1303 B-1R	B-1
154 C	B-1	1154 G-2	B-1	1304 B-1R	B-1
155 D-1R	B-3	1155 G-2R	B-1	1305 B-1R	B-1
156 D-1	B-1	1156 G-2R	B-1	1306 B-1R	B-1
157 D-1R	B-3	1157 G-2R	B-1	1307 B-1R	B-1

LOT 1 OF TRACT NO. 8096

IN UNINCORPORATED TERRITORY OF
THE COUNTY OF ORANGE, STATE OF CALIFORNIA

0107460 297



LEGEND (FOR SHEETS 6 TO 32)

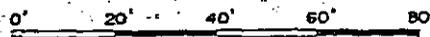
--- REFERENCE LINES USED TO LOCATE HORIZONTAL BOUNDARIES OF UNITS.
 _____ HORIZONTAL BOUNDARIES OF UNITS.

NOTE:

1. UNLESS OTHERWISE INDICATED ALL LINES SHOWN ON SHEETS 6 TO 11 ARE PARALLEL WITH OR INTERSECT AT RIGHT ANGLES TO THAT CERTAIN COURSE SHOWN ON SHEET 4 AS HAVING A BEARING AND DISTANCE OF N 17° 07' 23" W 58.00'.

2. SHEETS 6 TO 11 SHOW THE LOCATION OF THE UNIT AND THE UNIT NUMBER WITHIN FLOORS 1 TO 14 INCLUSIVE OF TOWER I. FOR HORIZONTAL BOUNDARIES OF EACH UNIT SEE TYPICAL UNIT DETAILS ON SHEETS 19 TO 32.

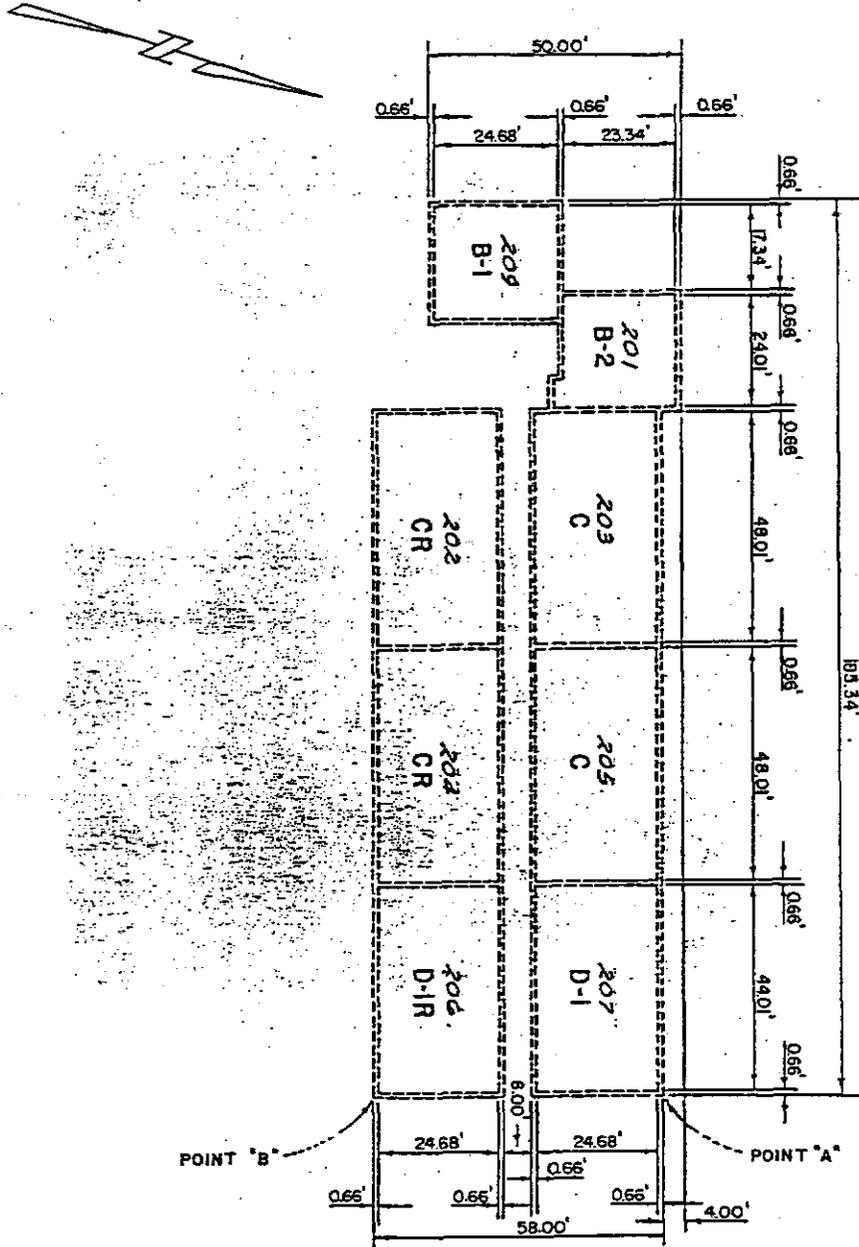
1st FLOOR - TOWER I



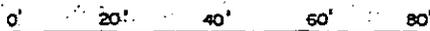
LOT 1 OF TRACT NO. 8096

IN UNINCORPORATED TERRITORY OF
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BK 10746Pc 298



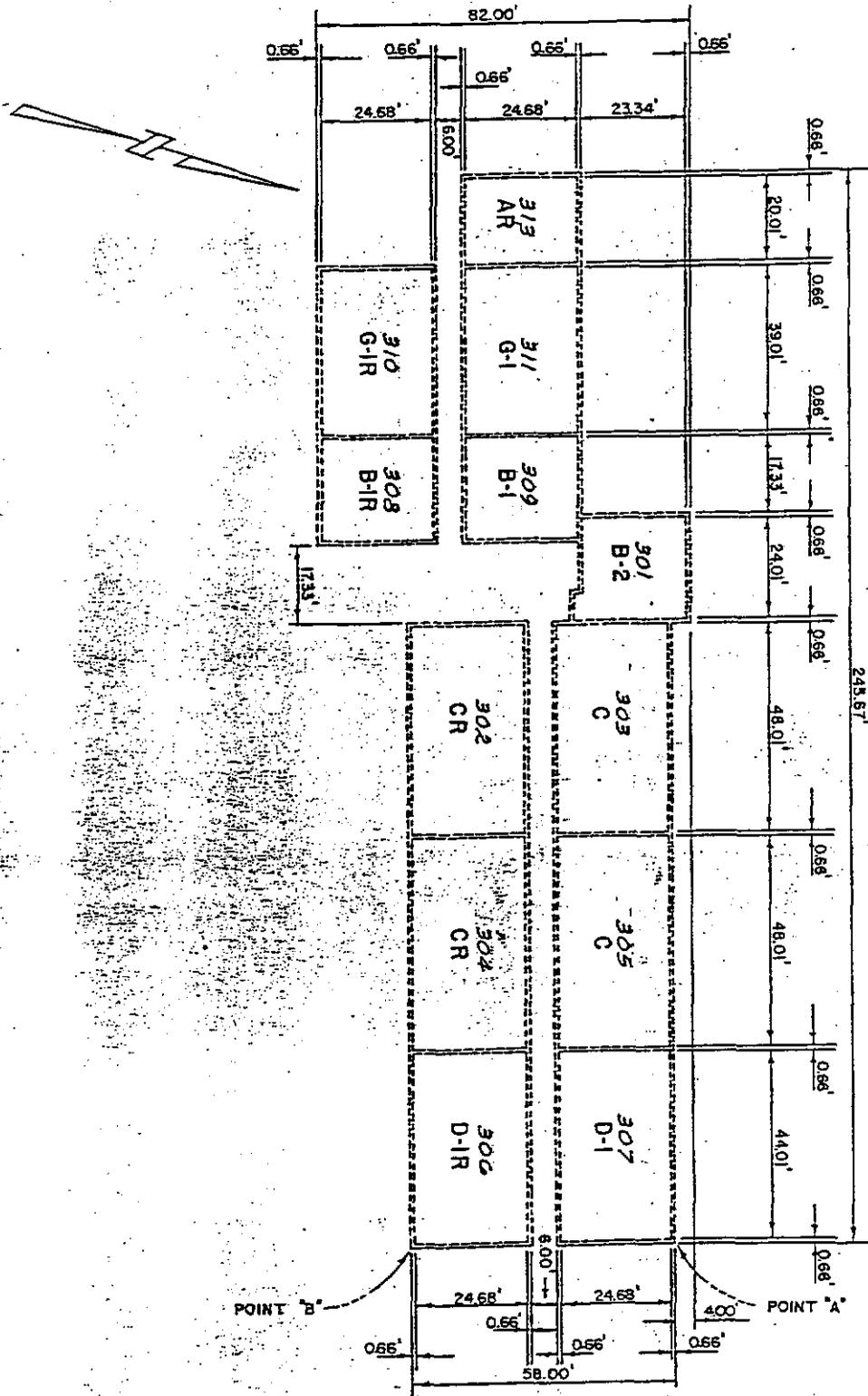
2nd FLOOR - TOWER I



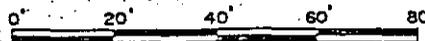
LOT 1 OF TRACT NO. 8096

IN UNINCORPORATED TERRITORY OF
THE COUNTY OF ORANGE, STATE OF CALIFORNIA

BR 10746PC 299



3rd FLOOR - TOWER I

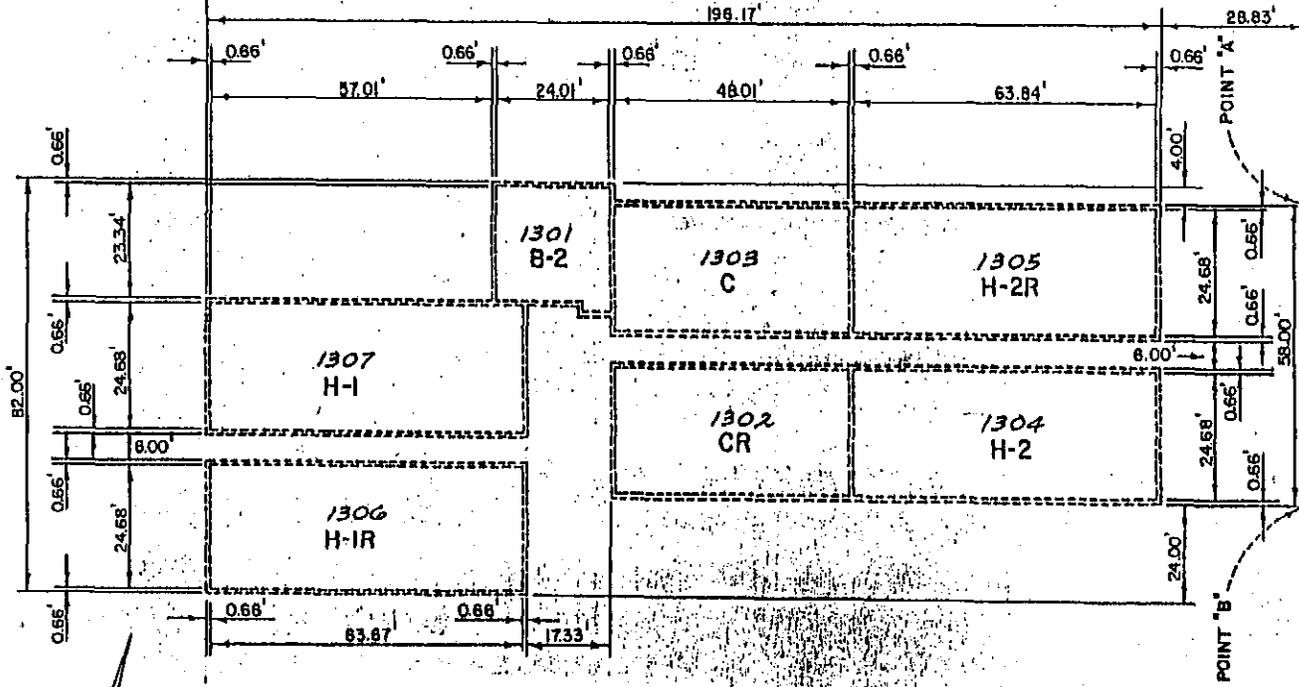


DX 10745PG 301

CONDOMINIUM PLAN FOR

LOT 1 OF TRACT NO. 8096

IN UNINCORPORATED TERRITORY OF
THE COUNTY OF ORANGE, STATE OF CALIFORNIA



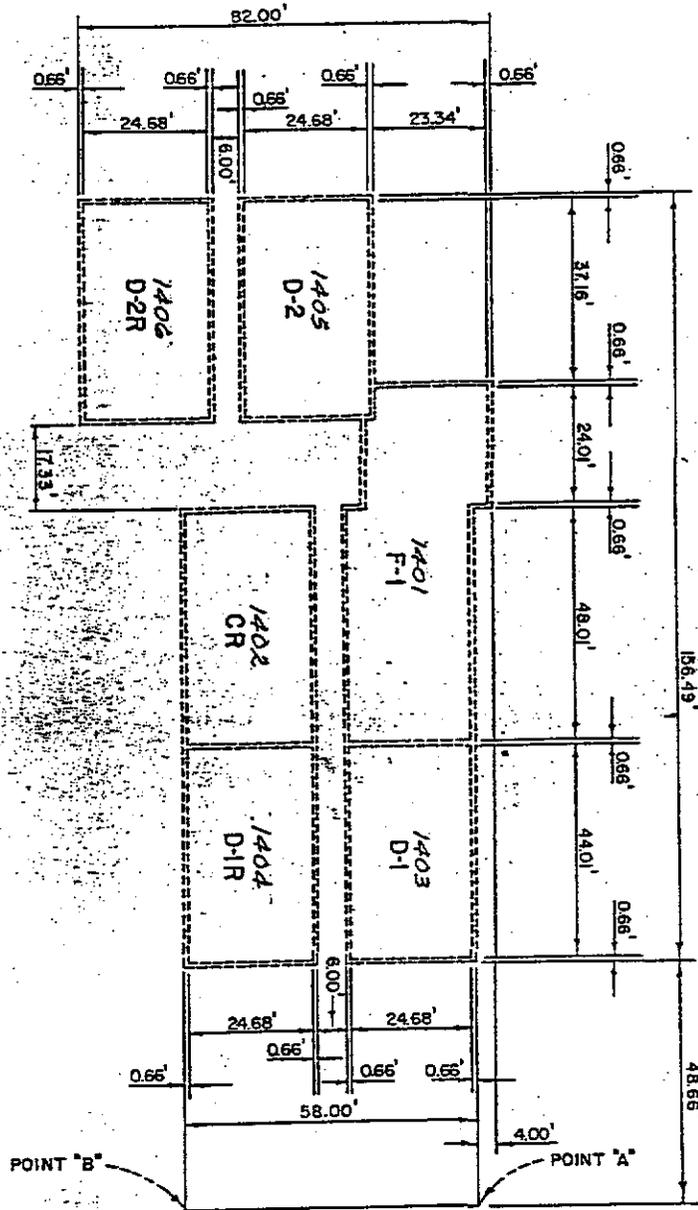
13th FLOOR - TOWER I



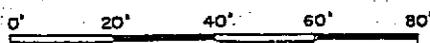
LOT 1 OF TRACT NO. 8096

IN UNINCORPORATED TERRITORY OF THE COUNTY OF ORANGE, STATE OF CALIFORNIA

DK10746P# 302



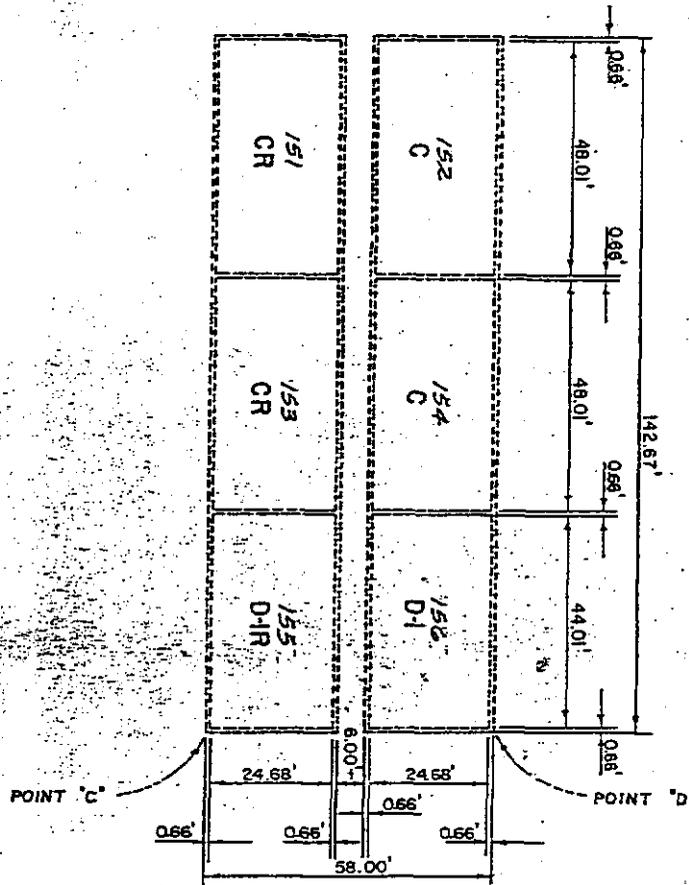
14th FLOOR - TOWER I



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IN UNINCORPORATED TERRITORY OF
THE COUNTY OF ORANGE, STATE OF CALIFORNIA

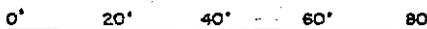
DK 10746P6 303



NOTE:

1. UNLESS OTHERWISE INDICATED ALL LINES SHOWN ON SHEETS 12 TO 17 ARE PARALLEL WITH OR INTERSECT AT RIGHT ANGLES TO THAT CERTAIN COURSE SHOWN ON SHEET 4 AS HAVING A BEARING AND DISTANCE OF "N72° 52' 37" E 58.00'".
2. SHEETS 12 TO 17 SHOW THE LOCATION OF THE UNIT AND THE UNIT NUMBER WITHIN FLOORS I TO 14 INCLUSIVE OF TOWER I. FOR HORIZONTAL BOUNDARIES OF EACH UNIT SEE TYPICAL UNIT DETAILS ON SHEETS 19 TO 32.

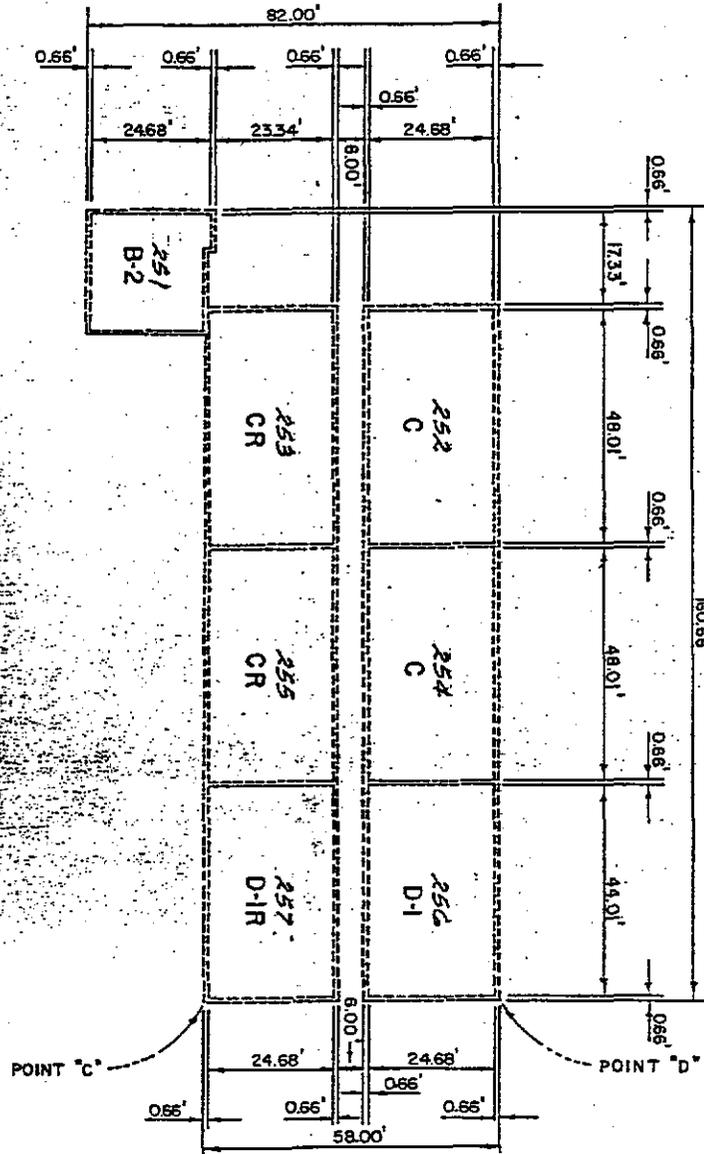
1st FLOOR - TOWER II



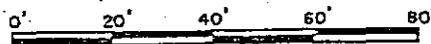
LOT 1 OF TRACT NO. 8096

IN UNINCORPORATED TERRITORY OF
THE COUNTY OF ORANGE, STATE OF CALIFORNIA

RI1074616 304



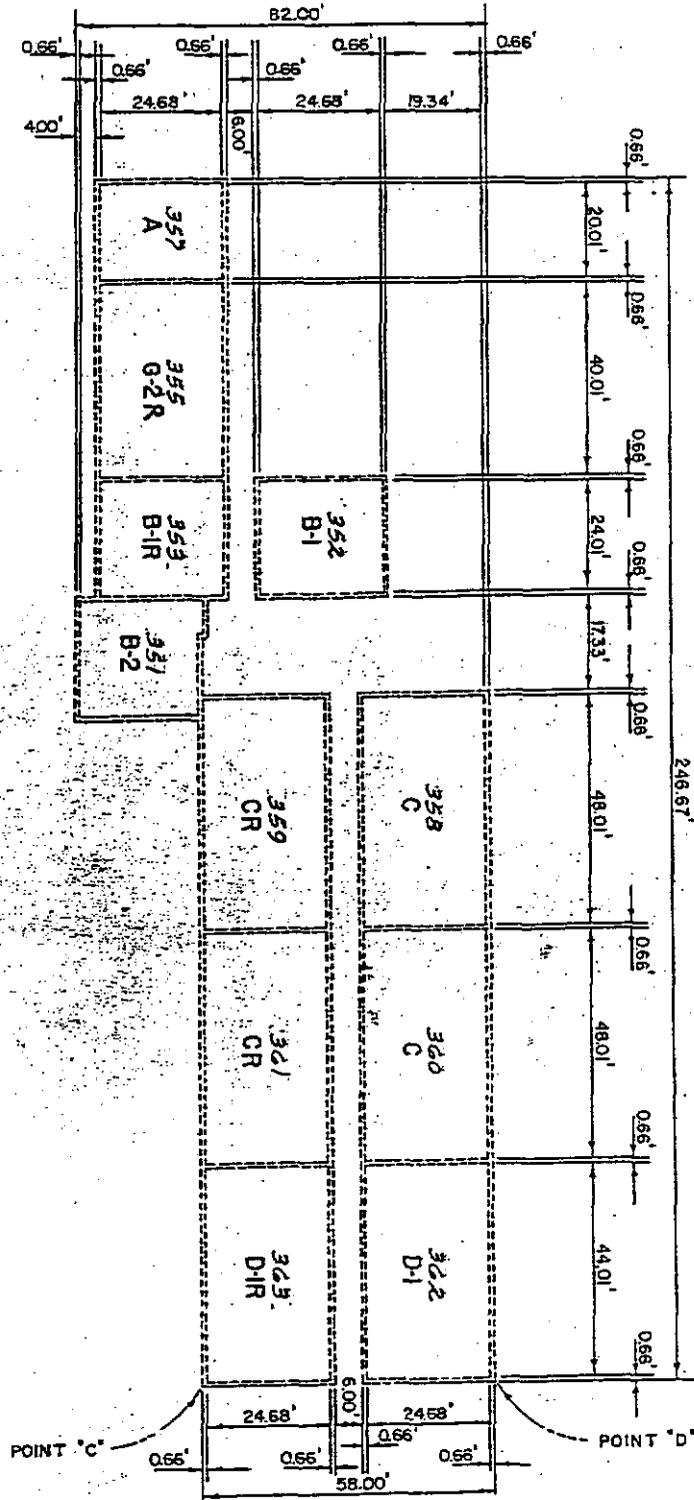
2nd FLOOR - TOWER II



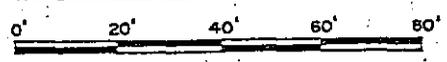
LOT 1 OF TRACT NO. 8096

IN UNINCORPORATED TERRITORY OF
THE COUNTY OF ORANGE, STATE OF CALIFORNIA

DK107451R 305



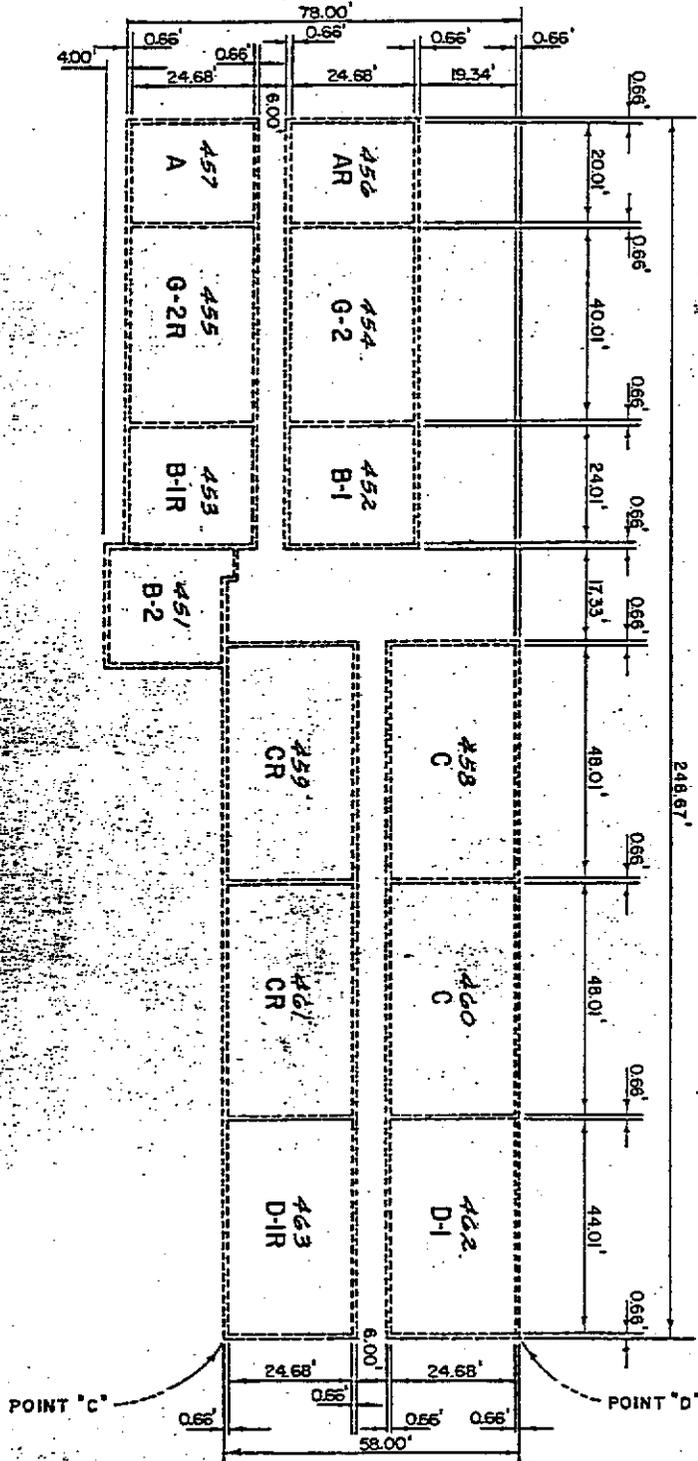
3rd FLOOR - TOWER II



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IN UNINCORPORATED TERRITORY OF
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MI1074510 306



NOTE :

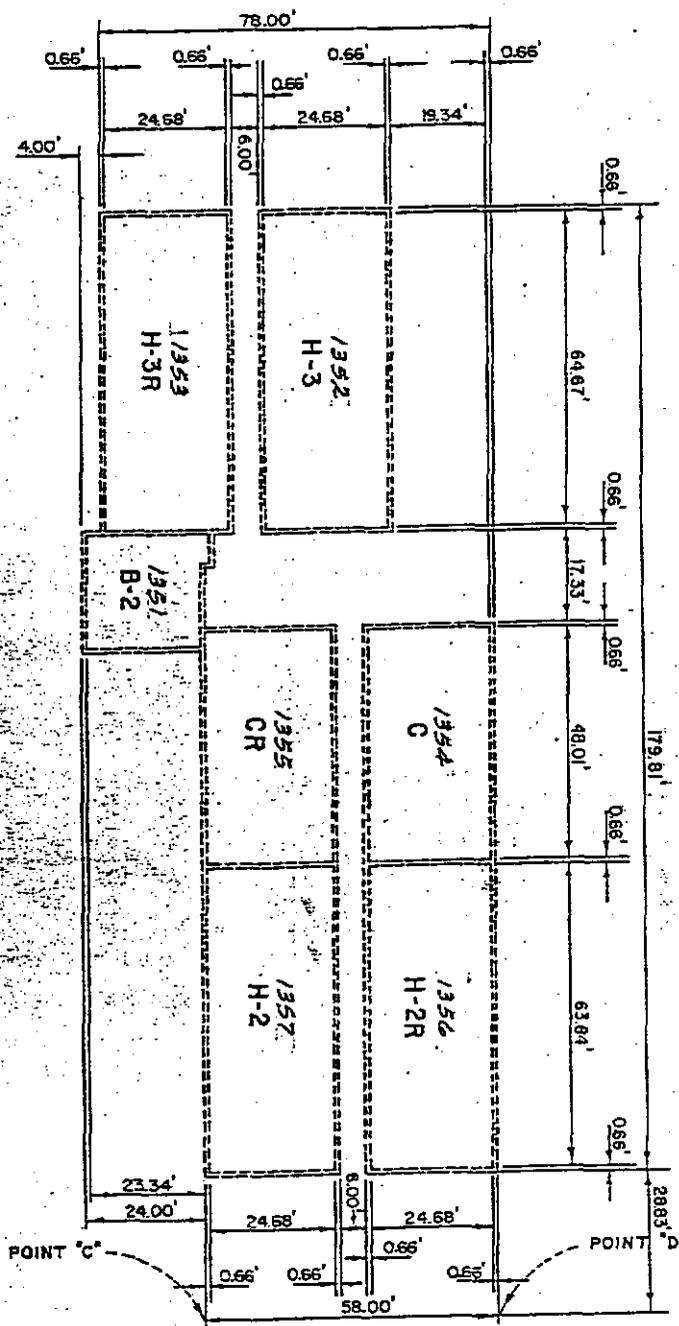
I. UNIT NUMBERS SHOWN ON THIS SHEET SHOW THE LOCATION OF THE UNIT AND THE UNIT NUMBER OF UNITS WITHIN THE 4th FLOOR OF TOWER II. UNITS LOCATED ON FLOORS 5 TO 12 INCLUSIVE - TOWER II OCCUPY THE SAME HORIZONTAL LOCATION AND HAVE THE SAME PLAN AS INDICATED ON THIS SHEET AND ARE DISTINGUISHED FROM FLOOR TO FLOOR BY CHANGING THE FIRST NUMBER OF THE UNIT TO CORRESPOND WITH THE FLOOR THE UNIT IS LOCATED ON. THUS FOR EXAMPLE, THE UNIT LOCATED ON THE 12th FLOOR - TOWER II AND ABOVE UNIT 446-DR IS IDENTIFIED AS UNIT "1246-DR".

TYPICAL FLOORS 4 TO 12 INCLUSIVE - TOWER II

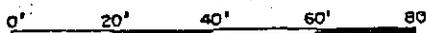
LOT 1 OF TRACT NO. 8096

IN UNINCORPORATED TERRITORY OF
THE COUNTY OF ORANGE, STATE OF CALIFORNIA

DN107467 307



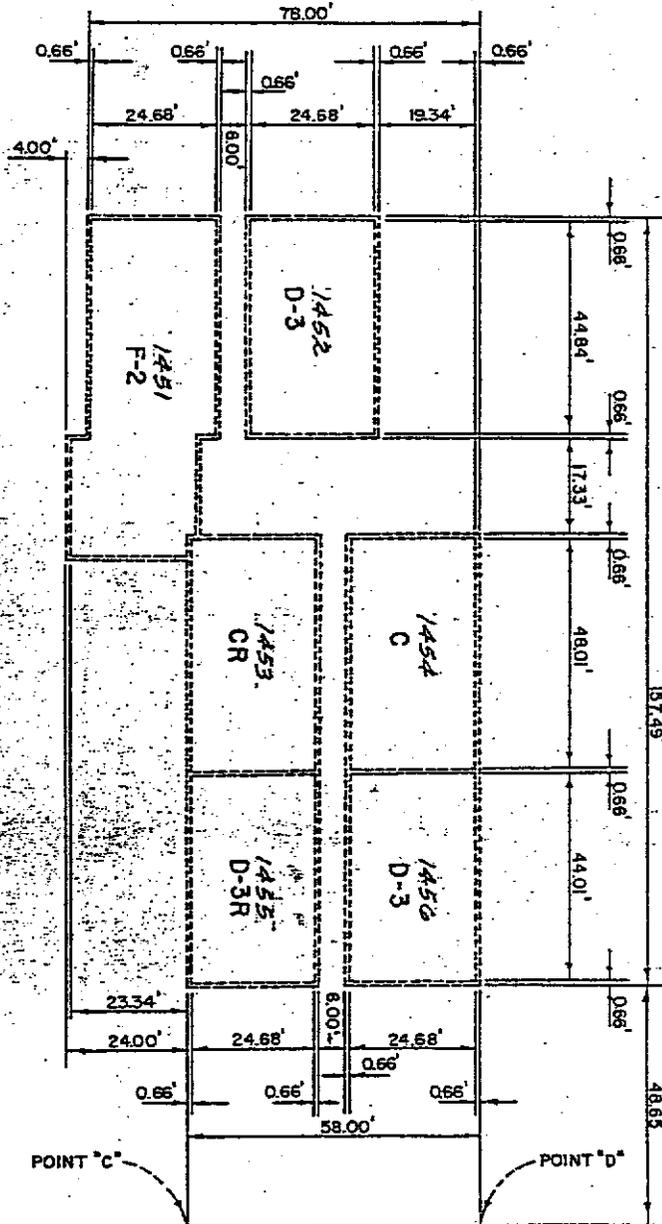
13th FLOOR - TOWER II



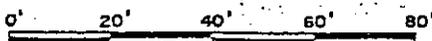
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IN UNINCORPORATED TERRITORY OF
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DK1074618 308



14th FLOOR - TOWER II



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IN UNINCORPORATED TERRITORY OF
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BK 10746P 309

ELEVATIONS OF HORIZONTAL PLANES OF UPPER AND LOWER VERTICAL BOUNDARIES OF UNITS

TOWERS I & II - FLOOR	LOWER ELEVATION	UPPER ELEVATION
1	416.00'	424.00'
2	428.00'	436.00'
3	440.00'	448.00'
4	448.67'	456.67'
5	457.34'	465.34'
6	466.01'	474.01'
7	474.68'	482.68'
8	483.35'	491.35'
9	492.02'	500.02'
10	500.69'	508.69'
11	509.36'	517.36'
12	518.03'	526.03'
13	526.70'	534.70'
14	535.37'	543.37'

BENCH MARK:

ORANGE COUNTY STANDARD HEXAGON BAR SET IN CONCRETE IN
CAPPED WELL 0.8 MILES SW'LY ALONG EL TORO ROAD FROM
INTERSECTION WITH SAN DIEGO FREEWAY. MONUMENT IS LOCATED
APPROXIMATELY AT B.C. OF CURVE IN SOUTH LANE OF E'LY BOUND
TRAFFIC. MONUMENT IS 500' SW'LY OF INTERSECTION OF AVENIDA
SEVILLA AND EL TORO ROAD.

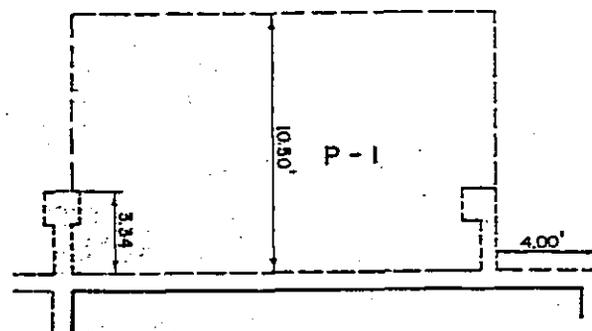
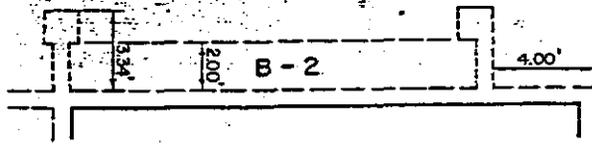
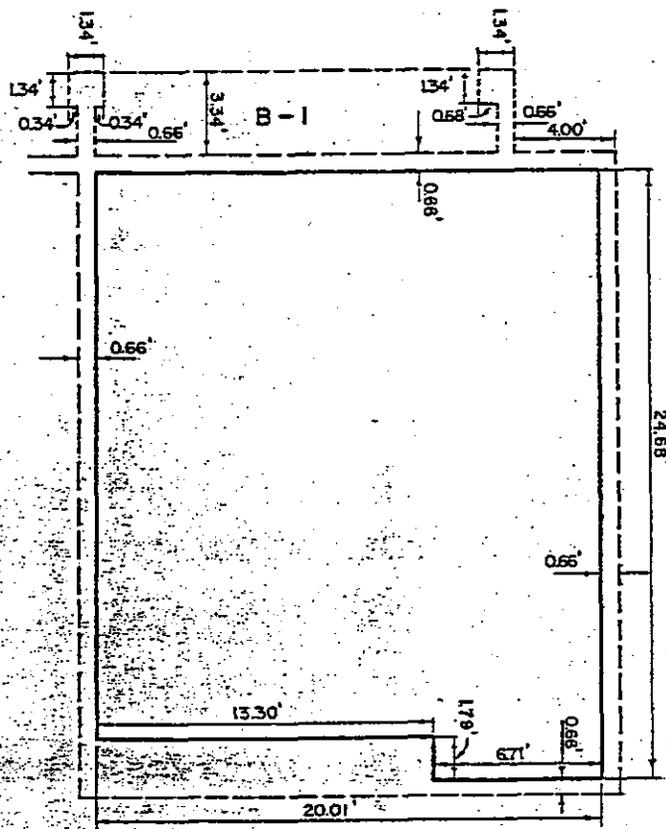
ELEVATION: 347.381 FEET

NO.: 3F-41-63

LOT 1 OF TRACT NO. 8096

IN UNINCORPORATED TERRITORY OF
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DK10746P 310



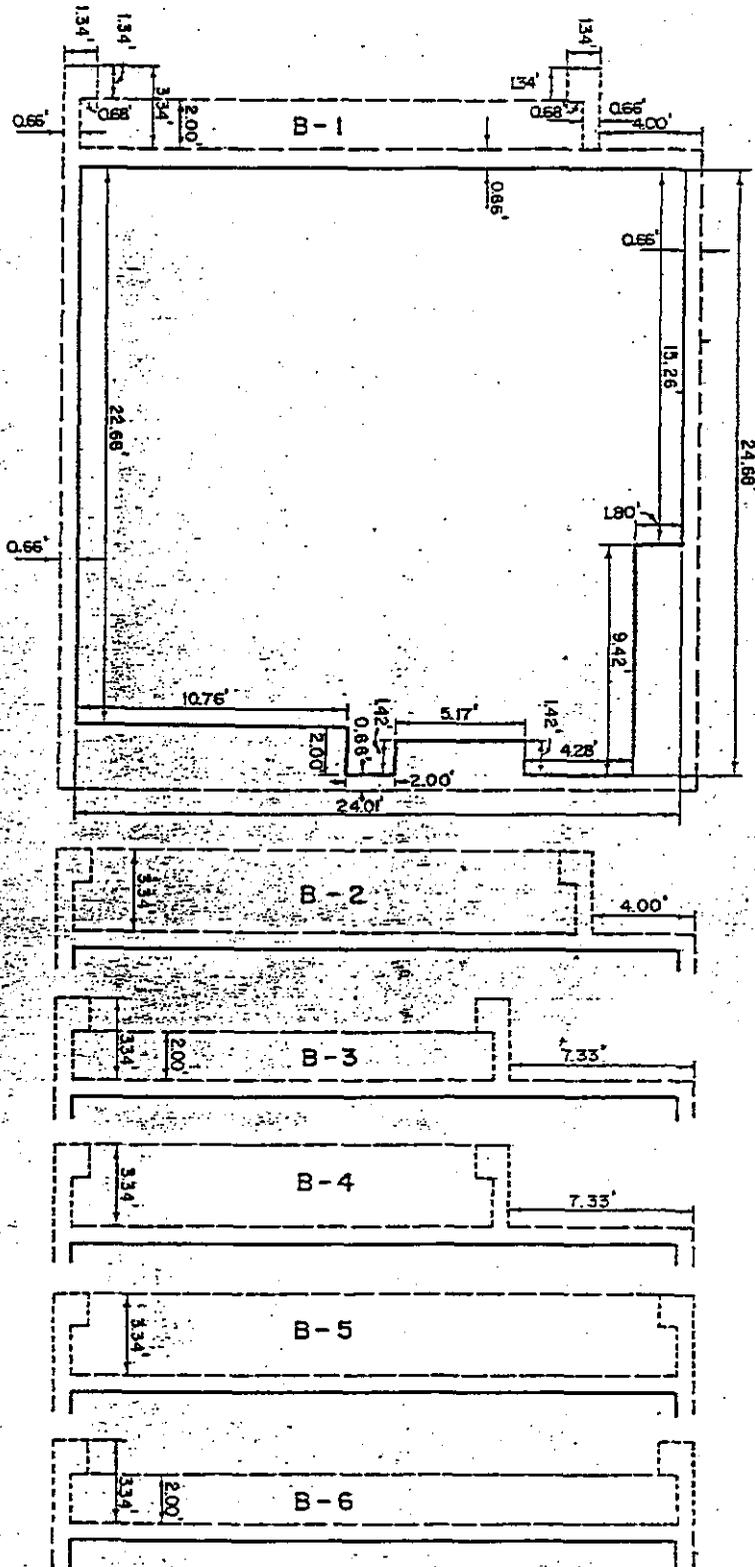
TYPICAL PLAN "A"



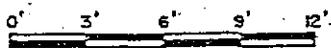
LOT 1 OF TRACT NO. 8096

IN UNINCORPORATED TERRITORY OF
THE COUNTY OF ORANGE, STATE OF CALIFORNIA

MI0745PG 311



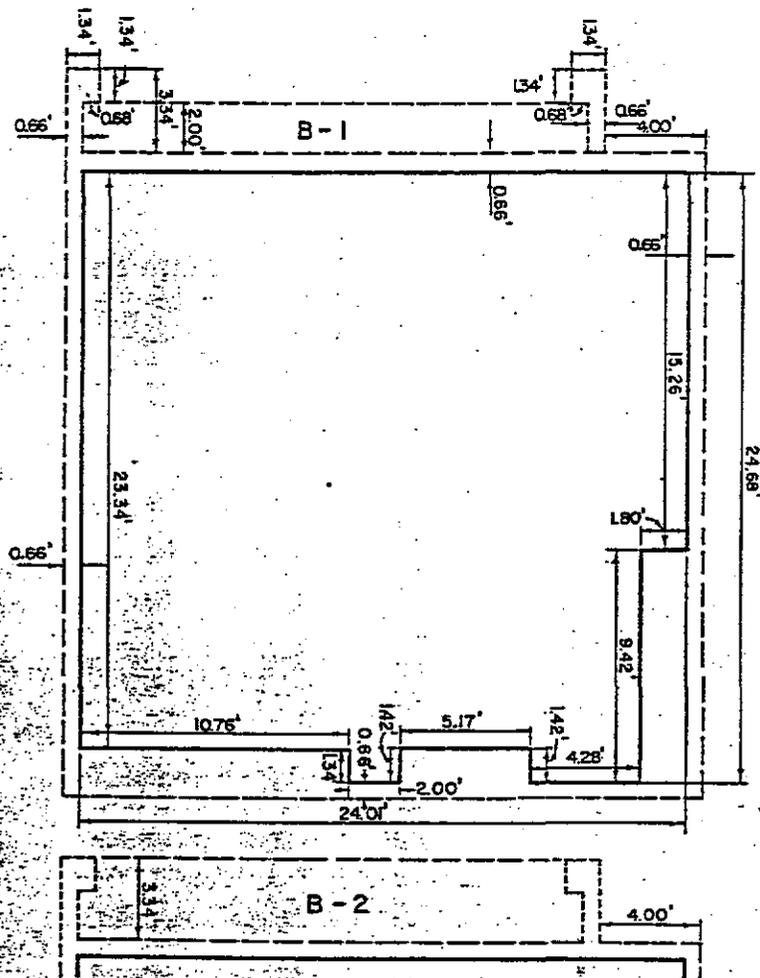
TYPICAL PLAN "B-1"



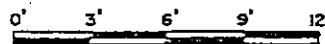
LOT 1 OF TRACT NO. 8096

IN UNINCORPORATED TERRITORY OF
THE COUNTY OF ORANGE, STATE OF CALIFORNIA

DK10746PG 312



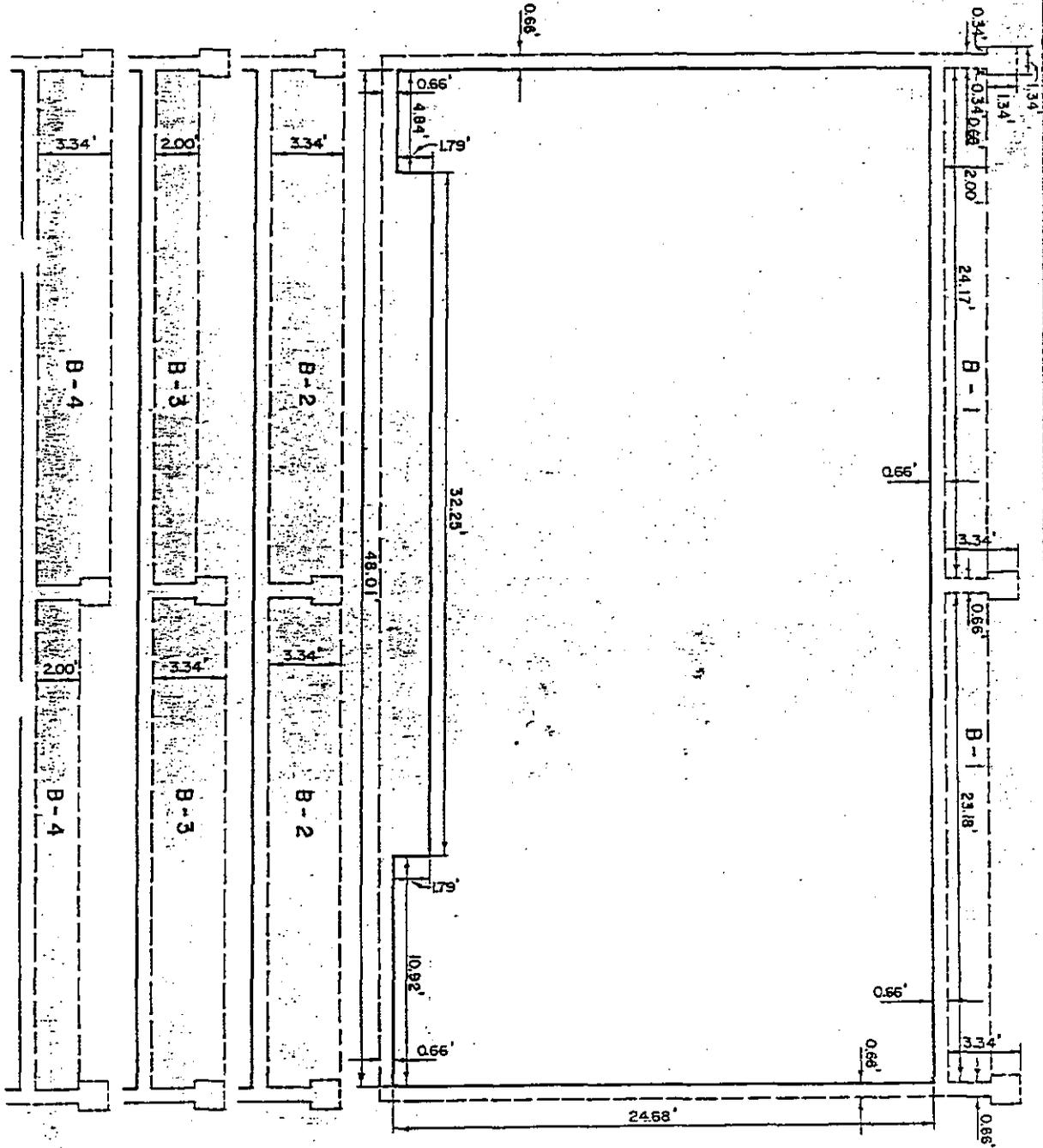
TYPICAL PLAN "B-2"



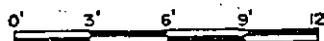
LOT 1 OF TRACT NO. 8096

IN UNINCORPORATED TERRITORY OF
THE COUNTY OF ORANGE, STATE OF CALIFORNIA

DK10745M 313



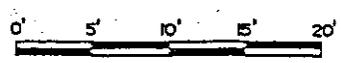
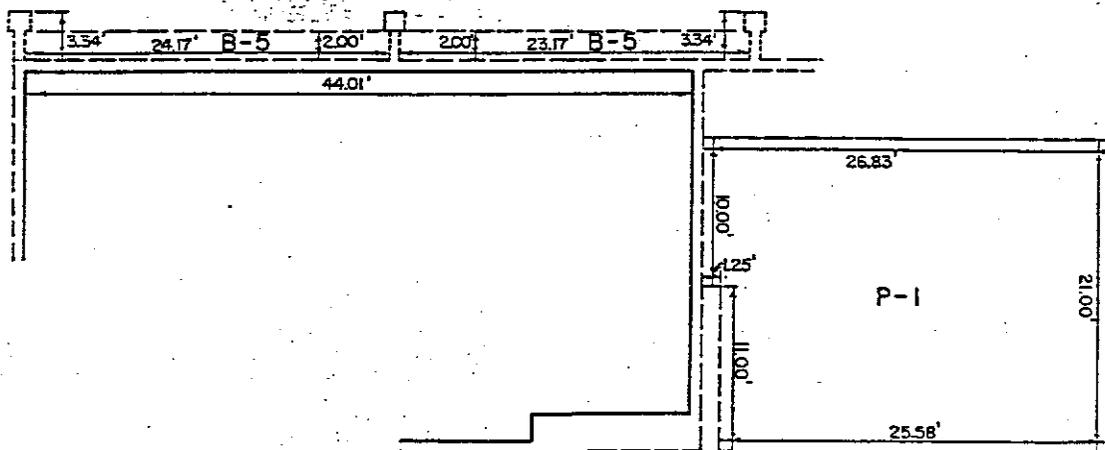
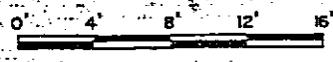
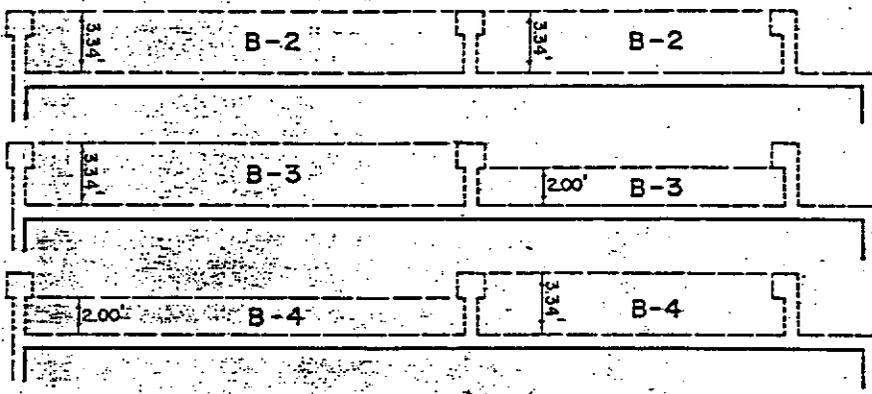
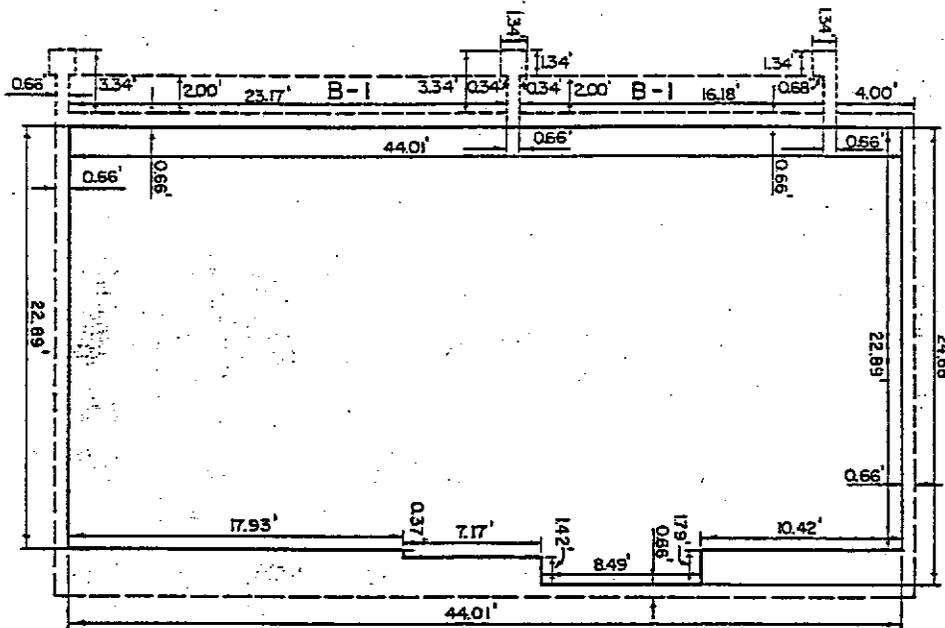
TYPICAL PLAN "C"



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MI074516 314

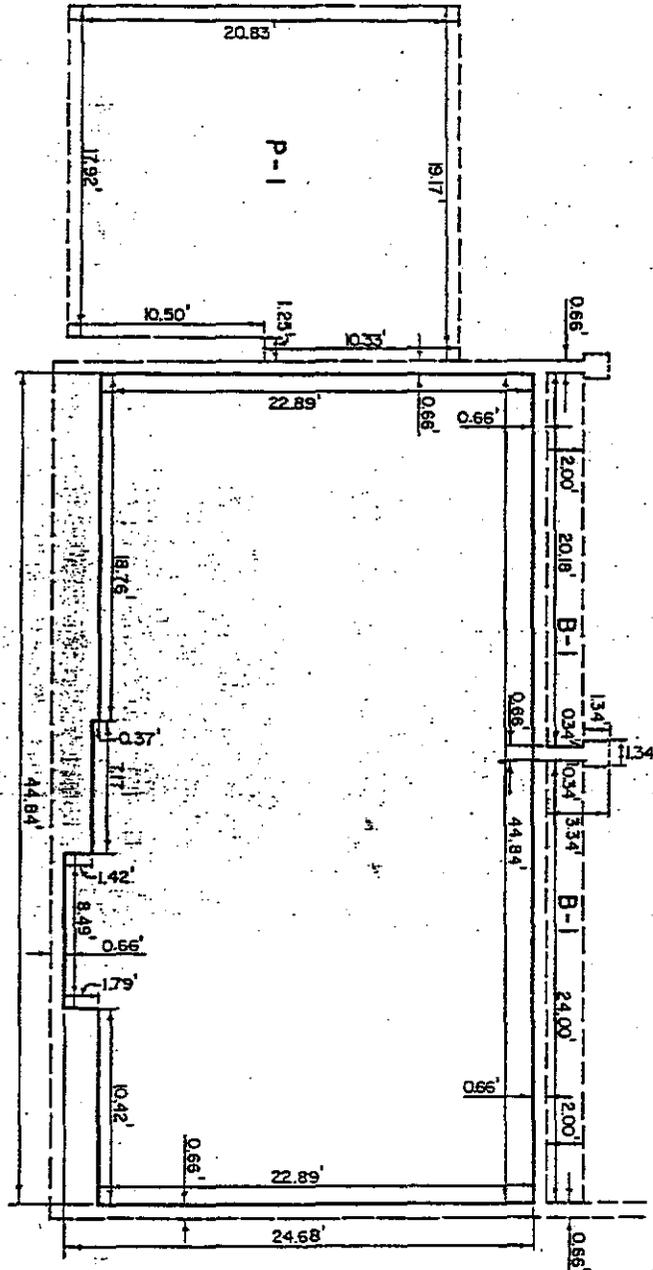


TYPICAL PLAN "D-1"

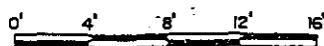
LOT 1 OF TRACT NO. 8096

IN UNINCORPORATED TERRITORY OF
THE COUNTY OF ORANGE, STATE OF CALIFORNIA

DK10746Pc 316



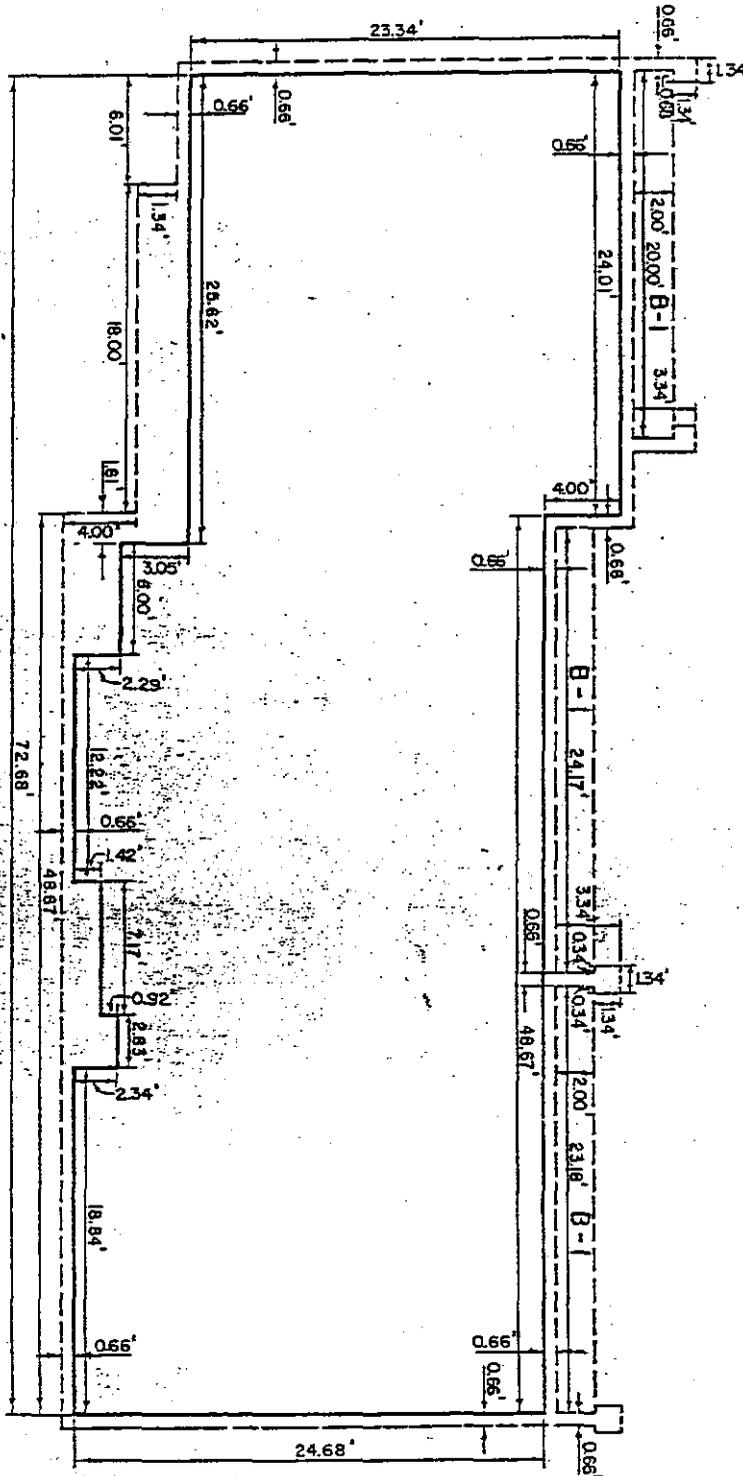
TYPICAL PLAN "D-3"



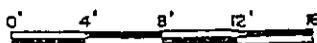
LOT 1 OF TRACT NO. 8096

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THE COUNTY OF ORANGE, STATE OF CALIFORNIA

MX 10746P 317



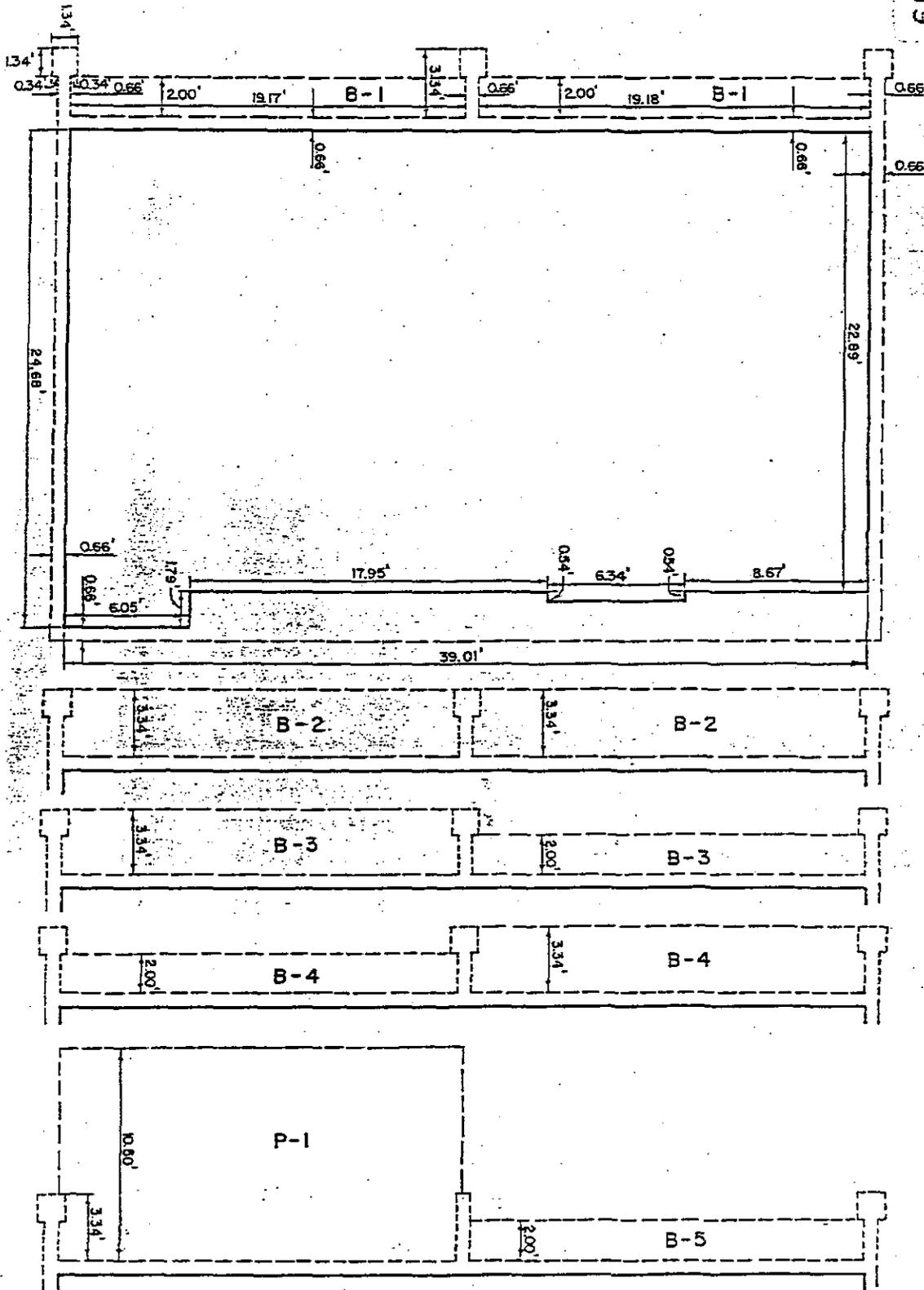
TYPICAL PLAN "F-1"



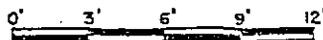
LOT 1 OF TRACT NO. 8096

IN UNINCORPORATED TERRITORY OF
THE COUNTY OF ORANGE, STATE OF CALIFORNIA

W10745R6 319



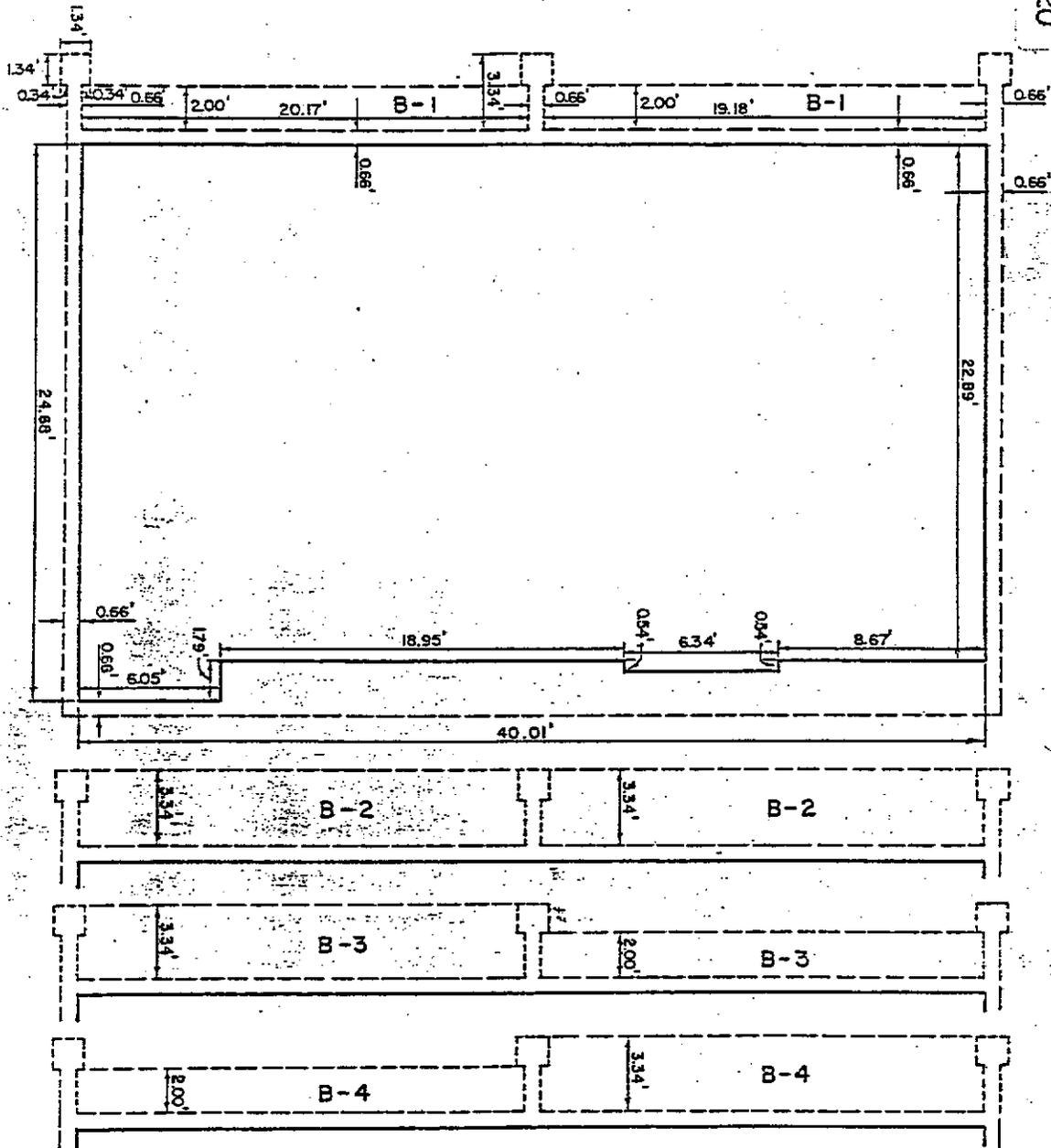
TYPICAL PLAN "G-1"



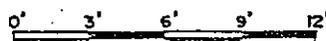
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IN UNINCORPORATED TERRITORY OF
THE COUNTY OF ORANGE, STATE OF CALIFORNIA

DK10745W 320



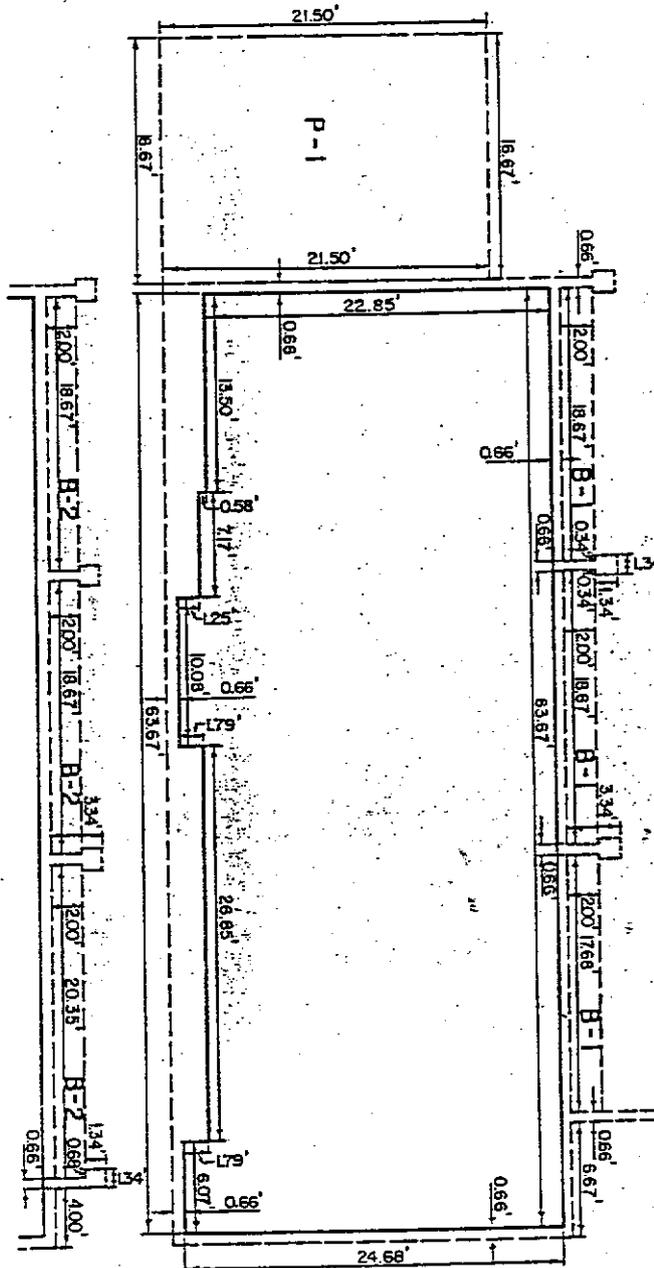
TYPICAL PLAN "G-2"



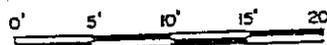
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THE COUNTY OF ORANGE, STATE OF CALIFORNIA

BN10746PG 321



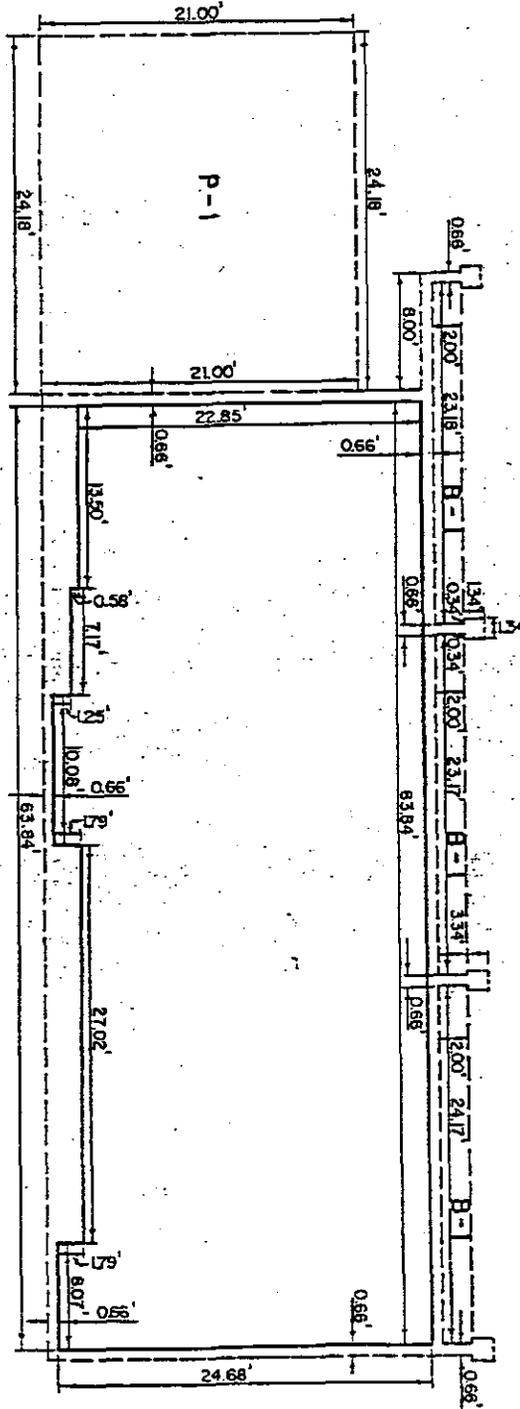
TYPICAL PLAN "H-1"



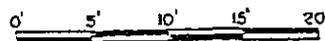
LOT 1 OF TRACT NO. 8096

IN UNINCORPORATED TERRITORY OF
THE COUNTY OF ORANGE, STATE OF CALIFORNIA

0X1074SPC 322



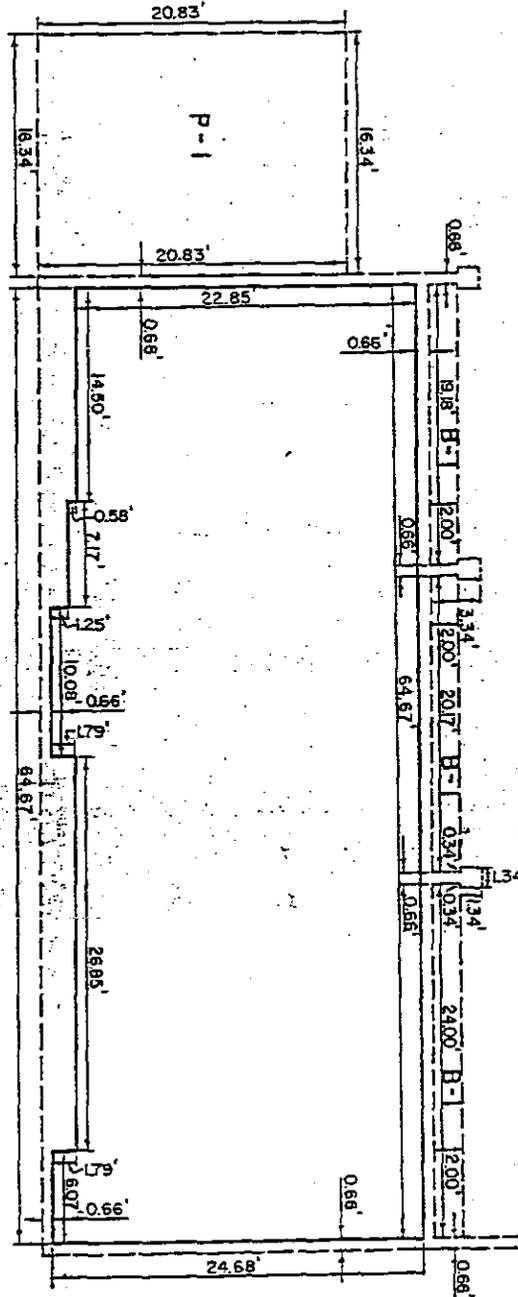
TYPICAL PLAN "H2"



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AK10746PG 323



TYPICAL PLAN "H-3"

