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DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS  
AND RESERVATION OF EASEMENTS  
FOR  
LA MIRADA VILLAGE HOMEOWNERS ASSOCIATION  
LOS ANGELES COUNTY, CALIFORNIA

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OF EASEMENTS FOR LA MIRADA VILLAGE HOMEOWNERS ASSOCIATION

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"B"	- LEGAL DESCRIPTION OF THE COMMON AREA
"C"	- PROPERTY SUBJECT TO ANNEXATION
"D"	- EXTERIOR PORTION OF WALLS MAINTAINED BY ASSOCIATION
"E"	- SIDEYARD EASEMENTS
"F"	- DEPICTION OF OFF-SITE LANDSCAPING AND IRRIGATION SYSTEM ON CITY PROPERTY

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DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS  
AND RESERVATION OF EASEMENTS

FOR  
LA MIRADA VILLAGE HOMEOWNERS ASSOCIATION  
LOS ANGELES COUNTY, CALIFORNIA

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS FOR LA MIRADA VILLAGE HOMEOWNERS ASSOCIATION is made this 21st day of October, 1991, by A-M Homes, a California limited partnership and J.M. Peters Company, a Nevada corporation, a (collectively "Declarants").

R E C I T A L S:

A. A-M Homes is the fee owner of the real property described in Exhibit "A" to this Declaration, which shall be the initial Covered Property under this Declaration ("Covered Property"), and of certain other real property described in Exhibit "C" attached hereto which hereafter from time to time is annexed pursuant to this Declaration and thereby becomes a part of the Covered Property. J.M. Peters Company, Inc. is the fee owner of certain other real property as set forth on Exhibit "C" attached hereto which hereafter from time to time is annexed pursuant to this Declaration and thereby becomes a part of the Covered Property.

B. Declarants have deemed it desirable to establish covenants, conditions, restrictions and easements upon the Covered Property and each and every portion thereof, which will constitute a general scheme for the management of the Covered Property, and for the use, occupancy and enjoyment thereof, all for the purpose of enhancing and protecting the value, desirability and attractiveness of the Covered Property and enhancing the quality of life within the Covered Property.

C. It is desirable for the efficient management of the Covered Property, and the preservation of the value, desirability and attractiveness of the Covered Property to create a corporation to which shall be delegated and assigned the powers of managing the Covered Property, maintaining and administering the Common Area and administering and enforcing these covenants,

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conditions and restrictions and collecting and disbursing funds pursuant to the Assessments and charges hereinafter created and referred to and to perform such other acts as shall generally benefit the residents of the Covered Property.

D. La Mirada Village Homeowners Association, a nonprofit, mutual benefit corporation, has been incorporated under the laws of the State of California for the purpose of exercising the powers and functions aforesaid.

E. Declarants will hereafter hold and convey title to all of the Covered Property subject to certain protective covenants, conditions and restrictions hereafter set forth.

NOW, THEREFORE, Declarants hereby covenant, agree and declare that the Covered Property shall be held and conveyed subject to the following covenants, conditions, restrictions and easements which are hereby declared to be for the benefit of the Covered Property, and the Owners of the Covered Property, their successors and assigns. These covenants, conditions, restrictions and easements shall run with the Covered Property and shall be binding upon all parties having or acquiring any right or title in the Covered Property or any part thereof, and shall inure to the benefit of each Owner thereof and are imposed upon the Covered Property and every part thereof as a servitude in favor of each and every part of the Covered Property as the dominant tenement or tenements.

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ARTICLE I

DEFINITIONS

Unless the context clearly indicates otherwise, the following terms used in this Declaration are defined as follows:

Section 1.1 "Architectural Committee" shall mean and refer to the committee or committees provided for in the Article hereof entitled "Architectural and Landscape Control".

Section 1.2 "Articles" and "Bylaws" shall mean and refer to the Articles of Incorporation and Bylaws of the Association as the same may from time to time be duly amended. The Articles, Bylaws and this Declaration may also be referred to herein or in the Articles and Bylaws as "Governing Instruments".

Section 1.3 "Association" shall mean and refer to La Mirada Village Homeowners Association, a nonprofit mutual benefit corporation, incorporated under the laws of the State of California, and it shall also mean the successors and assigns of said Association.

Section 1.4 "Assessments" - The following meanings shall be given to the Assessments hereinafter defined:

"Compliance Assessments" shall mean a charge against a particular Owner and his Residence, directly attributable to the Owner, to reimburse the Association for costs incurred in bringing the Owner and his Residence into compliance with the provisions of this Declaration, the Articles, Bylaws or Association Rules, or as a means of reimbursing the Association for costs incurred by the Association in the repair of damage to the Common Area for which the Owner was allegedly responsible, or any other charge designated as a Compliance Assessment in this Declaration, the Articles, Bylaws, or Association Rules, together with attorney's fees and other charges payable by such Owner, pursuant to the provisions of this Declaration, plus interest thereon as provided for in this Declaration.

"Reconstruction Assessments" shall mean a charge against each Member and his Residence representing a portion of the cost to the Association for reconstruction of any portion or portions of the Common Area pursuant to the provisions of this Declaration entitled "Destruction of Common Area".

"Regular Assessments" shall mean the amount which is to be paid by each Member to the Association for Common Expenses for the forthcoming fiscal year.

"Special Benefit Assessments" shall mean that certain amount which is to be paid by those certain Owners designated in



Supplementary Declarations for the maintenance of said Owner's front yards by the Association. The Special Benefit Assessments shall not be assessed against all Owners but limited to said Owners identified in said Supplementary Declarations. 9

"Special Assessments" shall mean that amount, as determined by the Board, which is to be paid by each Member to the Association for the cost of any action or undertaking on behalf of the Association which is not specifically covered under any other Assessment, for reconstruction or repair of capital improvements in the Common Area, and addressing emergency situations, as more fully set forth in Section 3.3 hereinbelow.

Section 1.5 "Association Rules" shall mean rules adopted by the Association pursuant to the Article hereof entitled "Duties and Powers of the Association".

Section 1.6 "Board" shall mean the Board of Directors of the Association.

Section 1.7 "City" shall mean and refer to the City of La Mirada, California, a municipal corporation of the State of California.

Section 1.8 "Common Area" shall mean all real property and the improvements thereon owned by the Association for the common use and enjoyment of the Members, as more particularly described on Exhibit "B" attached hereto. Any real property denominated as "Common Area" herein or in a Supplementary Declaration shall be conveyed to the Association prior to or concurrently with the first conveyance of a Residence located within the real property subject to this Declaration or which is annexed to the coverage hereof by such Supplementary Declaration. As a Declarant, A-M Homes and its' successors and assigns or J.M. Peters Company, Inc., and its' successors and assigns as the case may be, shall convey the Common Area to the Association free of all liens and encumbrances except current real property taxes (which taxes shall be prorated as of the date of conveyance), title exceptions of record and the covenants, conditions, restrictions and reservation of easements contained in this Declaration and the instrument which conveys the Common Area to the Association.

Section 1.9 "Common Expenses" shall include without limitation and shall mean and refer to the actual and estimated:

(a) costs of maintenance, management, operation, repair and replacement of the Common Area, and all other areas on the Covered Property which are maintained by the Association;

(b) unpaid Assessments;

(c) costs of management and administration of the Association, including but not limited to, compensation paid by the Association to managers, accountants, attorneys and employees;

(d) costs of utilities, trash pickup and disposal, if applicable, gardening and other services which generally benefit and enhance the value and desirability of the Covered Property;

(e) costs of fire, casualty, liability, workmen's compensation and other insurance covering the Common Area and the Association;

(f) costs of any other insurance obtained by the Association;

(g) reasonable services and reserves (including but not limited to a reserve fund to cover the deductibles under Association insurance policies) deemed appropriate by the Board;

(h) costs of bonding of the members of the Board, any professional managing agent or any other person handling the funds of the Association;

(i) taxes paid by the Association;

(j) amounts paid by the Association for discharge of any lien or encumbrance levied against the Common Area or portions thereof;

(k) costs incurred by the Architectural Committee or other committees established by the Board; and

(l) other expenses incurred by the Association for any reason whatsoever in connection with the Common Area or the costs of any other item or items designated by the Governing Instruments, or in furtherance of the purposes of the Association or in the discharge of any duties or powers of the Association.

Section 1.10 "Covered Property" shall mean and refer to all the real property described on Exhibits "A" and "B" hereto and, subsequent to the annexation thereof pursuant to the Article of this Declaration entitled "Annexations", any real property described on Exhibit "C" attached hereto, which shall become subject to this Declaration.

Section 1.11 "Declarants" shall mean and refer to A-M Homes, a California limited partnership and its successors and assigns and J.M. Peters Company, Inc., a Nevada corporation and

its successors and assigns.

Section 1.12 "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for La Mirada Village Homeowners Association.

Section 1.13 "Development" shall mean and refer to all the real property described on Exhibits "A" and "B" hereto and all of the annexable real property described on Exhibit "C" hereto.

Section 1.14 "Exhibit" shall mean and refer to those documents so designated herein and attached hereto and each of such Exhibits is by this reference incorporated in this Declaration.

Section 1.15 "Family" shall mean one or more persons related to each other by blood, marriage or legal adoption, or a group of not more than three (3) persons not so related, together with his or their domestic servants, maintaining a common household in a Residence.

Section 1.16 "Federal Agencies" shall mean and refer to collectively one or more of the following agencies: FHA (Federal Housing Administration), FHLMC (Federal Home Loan Mortgage Corporation), FNMA (Federal National Mortgage Association), GNMA (Government National Mortgage Association), VA (Veterans Administration).

Section 1.17 "Governing Instruments" shall mean the Articles, Bylaws, this Declaration and the Association Rules. Unless otherwise stated therein, the terms defined herein in the Declaration shall have the same definition and meaning when used in said Articles, Bylaws and Association Rules.

Section 1.18 "Institutional Mortgagee" shall mean and refer to a Mortgagee which is a bank or savings and loan association or established mortgage company, or other entity chartered under federal or state laws, any corporation or insurance company, any federal or state agency, or any other institution specified by the Board in a recorded instrument.

Section 1.19 "Lot" or "Lots" shall mean and refer to a plot of land as shown upon the recorded subdivision map of the Development which is intended for the construction of one (1) single-family Residence and other related improvements. It shall not include the Common Area.

Section 1.20 "Member" shall mean and refer to every person or entity who holds a membership in the Association, including Declarants so long as Declarants qualify for membership

pursuant to Article II. 13

Section 1.21 "Mortgage" shall mean and refer to any duly recorded Mortgage or deed of trust encumbering all or any portion of the Development or any Residence.

Section 1.22 "Mortgagee" shall mean and refer to the Mortgagee or beneficiary under any Mortgage.

Section 1.23 "Owner" shall mean and refer to one or more persons or entities who are alone or collectively the record owner of a fee simple title to a Residence, including Declarants, or the vendee under an installment land sales contract, but excluding those having any such interest merely as security for the performance of an obligation.

Section 1.24 "Phase" shall mean and refer to each portion of the Covered Property for which the Department of Real Estate of the State of California has issued a Final Subdivision Public Report.

Section 1.25 "Residence" shall mean and refer to a house built on a Lot shown on any final map filed for record or a parcel shown on any parcel map filed to record to the extent such Lots or parcels are part of the Covered Property; provided, however, "Residence" shall not include any Common Area. "Residence" shall include the residential dwelling unit together with garages, structures and other improvements on the same Lot or parcel.

Section 1.26 "Supplementary Declaration" shall mean those certain Declarations of Covenants, Conditions, Restrictions and Reservation of Easements and Notices of Annexation, or similar instruments, annexing additional property to this Declaration and extending the plan of this Declaration to such additional property as provided in the Article of this Declaration entitled "Annexations".

ARTICLE II

MEMBERSHIP

Section 2.1 Membership. Every Owner shall be a Member of the Association. Each Owner, including Declarants, shall hold one membership in the Association for each Lot owned. The terms and provisions set forth in this Declaration, which are binding upon all Owners, are not exclusive, as Owners shall, in addition, be subject to the terms and provisions of the Articles, Bylaws and Association Rules. Membership of Owners shall be appurtenant to and may not be separated from the interest of such Owner in any Residence. Ownership of a Residence shall be the sole qualification for membership; provided, however, a Member's voting rights or privileges in the Common Area, or both, may be regulated or suspended as provided in this Declaration, the Bylaws or the Association Rules.

Section 2.2 Transfer. The membership held by any Owner shall not be transferred, pledged or alienated in any way, except that (i) such membership shall automatically be transferred to the transferee of the interest of an Owner in a Lot and (ii) Declarant has the right to assign its interest as security to any Mortgagee. Any attempt to make a prohibited transfer is void and will not be reflected upon the books and records of the Association. The Association shall have the right to record the transfer upon the books of the Association without any further action or consent by the transferring Owner.

Section 2.3 Voting Rights. An Owner's right to vote shall vest immediately upon the date Regular Assessments commence upon such Owner's Residence as provided in this Declaration. All voting rights shall be subject to the restrictions and limitations provided herein and in the Articles, Bylaws and Association Rules.

Section 2.4 Classes of Voting Membership. The Association shall have two (2) classes of voting membership:

Class A. Class A Members shall be all Owners with the exception of Declarants during such time that it shall have Class B Membership. Each Class A Member shall be entitled to one (1) vote for each Residence in which such Member holds the interest required for membership. When more than one person owns a portion of the interest in a Residence required for membership, each such person shall be a Member and the vote for such Residence shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Residence.

Class B. The Class B Member shall be Declarants who shall be entitled to three (3) votes for each Residence in

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which they hold the interest required for membership, provided that the Class B Membership shall be converted to Class A Membership and shall forever cease to exist on the occurrence of whichever of the following is first in time:

- (a) The second anniversary of the original issuance of the most recently issued Final Subdivision Public Report issued by the California Department of Real Estate for a Phase of the Development; or
- (b) The fourth anniversary of the original issuance of the Final Subdivision Public Report issued by the California Department of Real Estate for the first Phase of the Development.

Section 2.5 Special Voting Rights of Members Other Than Declarants. Notwithstanding the provisions of this Article, from the first election of the Board, and thereafter for so long as a majority of the voting power of the Association resides in Declarants, or so long as there are two outstanding classes of membership in the Association, not less than twenty percent (20%) of the directors on the Board shall have been elected solely by the votes of Members other than Declarants.

Section 2.6 Approval of All Members. Unless elsewhere otherwise specifically provided in this Declaration, any provision of this Declaration which requires the vote or written assent of the voting power of the Association or any class or classes of membership shall be deemed satisfied by the following:

- (a) The vote in person or by proxy of the specified percentage of all of the votes which are entitled to be cast by the entire membership of the Association. Said vote shall be at a meeting duly called and noticed pursuant to the provisions of the Bylaws dealing with annual or specified meetings of the Members.
- (b) Written consents signed by the specified percentage of all of the votes which are entitled to be cast by the entire membership of the Association. Said vote by written consent shall be solicited pursuant to the procedures provided in the Bylaws.

ARTICLE III

COVENANT FOR ASSESSMENTS

Section 3.1 Creation of the Lien and Personal Obligation of Assessments. Declarants, for each Lot owned by them, hereby covenant and agree to pay, and each Owner of any Lot by acceptance of a deed or other conveyance creating in such Owner the interest required to be deemed an Owner, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association: Regular Assessments, Special Assessments, Compliance Assessments, Reconstruction Assessments and Special Benefits Assessments, as applicable to certain Owners, such Assessments to be fixed, established and collected from time to time as provided in this Declaration. The Assessments, together with interest thereon, late charges, fines, penalties, attorneys' fees, and court costs, and other costs of collection thereof, as hereinafter provided, shall be a lien upon the Lot against which each such Assessment is made from and after the time that the Association causes to be recorded a Notice of Delinquent Assessment. Each such Assessment, together with such interest, late charges, fines, penalties, costs and attorneys' fees, shall also be the personal obligation of the Owner of such Lot at the time when the Assessment becomes due. The personal obligation shall not pass to the successors in title of an Owner unless expressly assumed by such successors.

Section 3.2 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purposes of promoting the recreation, health, safety and welfare of the Members, the management of the Covered Property, including, without limitation, the improvement and maintenance of the Covered Property, or in furtherance of any other duty or power of the Association.

Section 3.3 Regular Assessments. The Board shall prepare or cause to be prepared a budget for the forthcoming fiscal year not less than forty-five (45) days and not more than sixty (60) days before the beginning of each fiscal year of the Association. The budget shall be prepared each year regardless of the number of Members or the amount of assets of the Association. A copy of the budget shall be located at the business office of the Association or at another suitable location within the boundaries of the Covered Property. A copy of the budget shall be distributed to each Owner and to each Mortgagee which has requested in writing that copies be sent to it. The budget shall at least include the following information:

- (a) Estimated revenue and expenses on an accrual basis;

(b) The amount of the total cash reserves of the Association currently available for replacement or major repair of the Common Area and for contingencies;

(c) An estimate of the current replacement costs of the estimated remaining useful life of, and the methods of funding to defray repair, replacement or additions to major components of the Common Area and any other facilities for which the Association is responsible; and

(d) A general statement setting forth the procedures used by the Board in the calculation and establishment of reserves to defray the costs of future repair, replacement or additions to major components of the Common Area and any other facilities for which the Association is responsible.

In lieu of the foregoing budget, the Board may elect to distribute a summary of the budget to all its Members with a written notice that the statement is available at the business office of the Association or at another suitable location within the boundaries of the Covered Property and that copies will be provided upon request and at the expense of the Association. If any Member requests a copy of the budget, referenced above, to be mailed to the Member, the Association shall provide the copy to the Member by First-Class United States mail, at the expense of the Association, and deliver the same within five (5) days. The written notice that is distributed to each of the Association Members shall be in at least 10-point bold type on the front page of the budget.

A balance sheet (as of an accounting date which is the last day of the month closest in time to six months from the date of closing of the first sale of a Lot in the Development) - and an operating statement (for the period from the date of the first closing to the said accounting date) shall be distributed within sixty (60) days after the accounting date. This operating statement shall include a schedule of Assessments received and receivable identified by the address of the Residence and the name of the individual or entity assessed.

A report consisting of the following shall be distributed within one hundred and twenty (120) days after the close of the fiscal year:

- (a) A balance sheet as of the end of the fiscal year;
- (b) An operating (income) statement for the fiscal year;
- (c) A statement of changes in financial position for



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the fiscal year.

For any fiscal year in which the gross income to the Association exceeds Seventy-Five Thousand Dollars (\$75,000.00), a copy of the review of the annual report prepared in accordance with generally accepted accounting principles by a licensee of the California State Board of Accountancy shall also be distributed. If said report is not prepared by an independent accountant, it shall be accompanied by the certificate of an authorized officer of the Association that the statement was prepared from the books and records of the Association without independent audit or review.

In addition to financial statements, the Association shall annually distribute a statement of the Association's policies and practices in enforcing its remedies against Members for defaults in the payment of Assessments including the recording and foreclosing of liens against Members Residences. This statement shall be distributed within sixty (60) days prior to the beginning of each fiscal year.

Not more than sixty (60) days nor less than forty-five (45) days before the beginning of each fiscal year of the Association, the Board shall meet for the purpose of establishing the Regular Assessment and Special Benefits Assessments for the forthcoming fiscal year. At such meeting the Board shall review the budget, any written comments received and any other information available to it and, after making any adjustments that the Board deems appropriate, without a vote of the Members of the Association, shall establish said Assessments for the forthcoming fiscal year; provided, however, the Board may not establish a Regular Assessment or Special Benefits Assessments for any fiscal year of the Association which is more than twenty percent (20%) greater than the Regular Assessment or Special Benefits Assessments for the immediately preceding fiscal year, or impose Assessments to defray the costs of any action or undertaking on behalf of the Association which in the aggregate exceed five percent (5%) of the Common Expenses of the Association for that fiscal year without the vote or written assent of Owners, constituting a quorum, casting a majority of the votes at a meeting or election of the Association conducted in accordance with Chapter 5 (commencing with Section 7510) of Part 3 of Division 2 of Title 1 of the Corporations Code. For purposes of this section, quorum means more than fifty percent (50%) of the Owners in the Association. Provided, however, the foregoing does not limit Assessment increases necessary for emergency situations. For purposes of this section, an emergency situation is any one of the following: (i) an extraordinary expense required by an order of a Court; (ii) an extraordinary expense necessary to repair or maintain the Covered Property or any part of it for which the Association is responsible when a threat to personal safety within the Covered Property is

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discovered; and (iii) an extraordinary expense necessary to repair or maintain the Covered Property or any part of it for which the Association is responsible that could not have been reasonably foreseen by the Board in preparing and distributing the budget, as referenced hereinabove. However, prior to the imposition or collection of an Assessment under this section, the Board shall pass a resolution containing written findings as to the necessity of the extraordinary expense involved and why the expense was not or could not have been reasonably foreseen in the budgeting process, and the resolution shall be distributed to the Members with the notice of Assessment.

Unless the Association or its Assessment income shall be exempt from federal or state income taxes, to the extent possible, all reserves shall be accounted for and handled as contribution to the capital of the Association and as trust funds segregated from the regular income of the Association or in such other manner authorized by law or regulations of the Internal Revenue Service and the California Franchise Tax Board as will prevent such funds from being taxed as income of the Association. A reserve fund shall be expressly established to cover the deductibles under Association insurance policies.

Section 3.4 Uniform Assessment. Reconstruction, Special, and Regular Assessments shall be fixed at an equal amount for each Lot and may be collected at intervals selected by the Board except that Regular Assessments which include reserves must be paid in regularly scheduled installments. Special Benefits Assessments shall be fixed at an equal amount for each Lot that is subject to payment thereof, as said Lots are identified in the Supplementary Declarations.

Section 3.5 Certificate of Payment. The Association shall, upon demand, furnish to any Member liable for Assessments, a certificate in writing signed by an officer or authorized agent of the Association setting forth whether the Assessments on a specified Residence have been paid, and the amount of delinquency, if any. Such certificates shall be conclusive evidence of payment of any Assessment therein stated to have been paid as to any third party who relies thereupon in good faith.

Section 3.6 Exempt Property. All properties dedicated to and accepted by, or otherwise owned or acquired by, a public authority and all Common Area owned by the Association shall be exempt from the Assessments created herein.

Section 3.7 Excessive Fees. The Association shall comply with Section 1366.1 and 1368 (c) of the California Civil Code and, until such Sections are amended to provide otherwise, shall not:

- (a) impose or collect an Assessment, penalty, or fee

that exceeds the amount necessary for the purposes for which it is levied; and

(b) impose or collect any Assessment, penalty, or fee in connection with a transfer of title or any other interest except the Association's actual cost to change its records and that authorized in connection with Article XI of the Bylaws to provide copies of Association documents, copies of financial statements, and unpaid Assessments.

Section 3.8 Date of Commencement of Regular Assessments. The Regular Assessments shall commence as to all Residences within a Phase on the first day of the month following the first conveyance of a Residence within such Phase; provided, however, the Regular Assessments, as to Residences in annexed areas, if any, shall commence with respect to all Residences within each such annexed area on the first day of the month following the first conveyance of a Residence within that Phase. The first Regular Assessments shall be adjusted according to the number of months remaining in the fiscal year. All other Assessments may be levied against an Owner when Regular Assessments have commenced against said Owner's Lot.

Section 3.9 No Offsets. All Assessments shall be payable in the amount specified by the Assessments and no offsets against such amount shall be permitted for any reason, including, without limitation, a claim that the Association is not properly exercising its duties and powers as provided in this Declaration or that a Member has made or elects to make no use of the Common Area.

Section 3.10 Homestead Waiver. Each Owner, to the extent permitted by law, does hereby waive, to the extent of any liens created pursuant to this Declaration, whether such liens are now in existence or are created at any time in the future, the benefit of any homestead or exemption laws of the State of California now in effect or in effect from time to time hereafter.

Section 3.11 Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of the first Mortgage. Sale or transfer of any Residence shall not affect the Assessment lien. However, the sale or transfer of any Residence pursuant to foreclosure of the first Mortgage or as the result of the exercise of a power of sale shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such new Residence Owner from liability for any Assessments thereafter becoming due or from the lien thereof. A first Mortgagee's rights pursuant to this Section shall not be affected by the failure of such first Mortgagee to deliver a notice to the Board.

Section 3.12 Reserves. The Regular Assessments shall include reasonable amounts as determined by the Board collected as reserves for the future periodic maintenance, repair or replacement of all or a portion of the Common Area, or any other purpose as determined by the Board. All amounts collected as reserves, whether pursuant to this Section or otherwise, shall be deposited by the Board in a separate bank account to be held in trust for the purposes for which they are collected and are to be segregated from and not commingled with any other funds of the Association. Such reserves shall be deemed a contribution to the capital account of the Association by the Members. A reserve fund shall be established to expressly cover the deductibles under Association insurance policies.

Section 3.13 Not Subject to Lien. Compliance Assessments may not be characterized nor treated as an Assessment which may become a lien against an Owner's Lot enforceable in accordance with the Section entitled "Foreclosure Sale" of Article IV. Nothing in this Declaration, however, shall prevent the Association from bringing an action at law or in equity against an Owner to collect Compliance Assessments.

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ARTICLE IV

NONPAYMENT OF ASSESSMENTS

Section 4.1 Delinquency. Any Assessment provided for in this Declaration which is not paid within fifteen (15) days after its due date shall be delinquent on said 15th day (the "delinquency date"). There shall accrue with each delinquent Assessment a late charge not exceeding ten percent (10%) of the delinquent Assessment or Ten Dollars (\$10.00), whichever is greater. The Association may also charge interest at the rate of twelve percent (12%) per annum commencing thirty (30) days after the Assessment becomes due. Reasonable costs incurred in collecting the delinquent Assessment, including reasonable attorney's fees, and interest on all sums imposed in accordance with this Section may be charged by the Association. In any event said charges and interest shall not exceed the maximum amount permitted under the laws of the State of California. The Association may, at its option, and without waiving the right to judicially foreclose its lien against the Residence (any foreclosure right for nonpayment of Assessments under this or any other Article contained within this Declaration shall be for nonpayment of Regular, Reconstruction, Special or Special Benefits Assessments only, there shall be no foreclosure right for nonpayment of any type of Compliance Assessment, and all reference to foreclosure rights is for nonpayment of Regular, Reconstruction, Special or Special Benefits Assessments only), pursue any available remedies, including, without limitation, bringing an action at law against the Member personally obligated to pay the same, and/or upon compliance with the notice provisions set forth in the Section entitled "Notice of Lien" of this Article, to foreclose the lien against the Residence. If action is commenced, there shall be added to the amount of such Assessment the late charge, interest, the costs of such action, and attorney's fees, together with the costs of action. Each Member vests in the Association or its assigns the right and power to bring all actions at law and equity and to bring lien foreclosure against such Member or other Members for the collection of such delinquent Assessments. However, a monetary penalty imposed by the Association as a disciplinary measure for failure of a Member to comply with the Governing Instruments or as a means of reimbursing the Association for costs incurred by the Association in the repair of damage to Common Areas and facilities for which the Member was allegedly responsible or in bringing the Member and his Residence into compliance with the Governing Instruments may not be characterized nor treated as an Assessment which may become a lien against the Member's Residence enforceable by a sale of the interest in accordance with the provisions of Sections 2924, 2924(b) and 2924(c) of the Civil Code. The above statement does not apply to charges imposed against an Owner consisting of reasonable late payment penalties for delinquent Assessments and/or charges to reimburse the

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Association for the loss of interest and for costs reasonably incurred (including attorneys' fees) in its efforts to collect delinquent Assessments.

Section 4.2 Notice of Lien. No action shall be brought to foreclose said Assessment lien or to proceed under the power of sale herein provided until thirty (30) days after the date a notice of claim of lien is deposited in the United States mail, certified or registered, postage prepaid, to the Owner of said Residence, and a copy thereof is recorded by the Association in the Office of the Los Angeles County Recorder; said notice of claim of lien must recite a good and sufficient legal description of any such Residence, the record Owner or reputed Owner thereof, the amount claimed (which shall include interest on the unpaid Assessment at 12% per annum, a late charge not exceeding 10% of the delinquent Assessment, or \$10.00, whichever is greater, plus reasonable attorneys' fees and expenses of collection in connection with the debt secured by said lien), and the name and address of the claimant.

Section 4.3 Foreclosure Sale. Said Assessment lien may be enforced by sale by the Association, its attorney or any other person authorized by the Board to make the sale after failure of the Owner to make the payments specified in the notice of claim of lien within said thirty (30) day period. Any such sale provided for above is to be conducted in accordance with the provisions of Section 2924, 2924(b), 2924(c), 2924(f) and 2924(h) of the Civil Code of the State of California, as said statutes may from time to time be amended, applicable to the exercise of powers of sale in Mortgages and deeds of trust, or in any other manner permitted or provided by law. The Association, through its duly authorized agents, shall have the power to bid on the Residence using Association funds or funds borrowed for such purpose, at the sale, and to acquire and hold, lease, mortgage and convey the same.

Section 4.4 Curing of Default. Upon the timely payment or other satisfaction of (i) all delinquent Assessments specified in the notice of claim of lien; (ii) all other Assessments which have become due and payable with respect to the Residence as to which such notice of claim of lien was recorded; and (iii) interest, late charges, attorneys' fees and other costs of collection pursuant to this Declaration and the notice of claim of lien which have accrued, officers of the Association or any other persons designated by the Board are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting Owner of a fee, to be determined by the Association to cover the costs of preparing and filing or recording such release.

Section 4.5 Cumulative Remedies. The Assessment lien and the rights to foreclosure and sale thereunder shall be in

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addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid Assessments, as above provided.

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ARTICLE V

ARCHITECTURAL AND LANDSCAPE CONTROL

Section 5.1 Appointment of Architectural Committee.

The Architectural Committee shall consist of not less than three (3) and not more than five (5) persons as fixed from time to time by resolution of the Board. Declarants shall initially appoint all of the Architectural Committee. Declarants shall retain the right to appoint, augment or replace all members of the Architectural Committee until the first anniversary of the issuance of the original Final Subdivision Public Report from the California Department of Real Estate for the first Phase of the Development and Declarants may appoint a majority of the Members of the Architectural Committee until the fifth anniversary of the original issuance of the Final Subdivision Public Report for the first Phase of the Development from the California Department of Real Estate, or until ninety percent (90%) of the Residences within the Development have been conveyed by Declarants, whichever shall first occur, provided that Declarants may, at their sole option, transfer this right to the Board by written notice thereof prior to the end of such period. Notwithstanding the foregoing, commencing one (1) year following the first conveyance by Declarants of a Residence, the Board shall have the right but not the obligation to appoint one (1) person to the Architectural Committee. Five (5) years after the date of the issuance of said Subdivision Public Report or when ninety percent (90%) of the Residences within the Development have been conveyed by Declarants, whichever shall first occur, the right to appoint, augment or replace all Members of the Architectural Committee shall automatically be transferred to the Board. Persons appointed by the Board to the Architectural Committee must be Members; however, persons appointed by Declarants to the Architectural Committee need not be Members, in Declarants' sole discretion.

Section 5.2 General Provisions.

(a) The Architectural Committee may establish reasonable rules including but not limited to rules in connection with review of plans and specifications, including, without limitation, the number of sets of plans to be submitted and the Association's right to record a Memorandum of Non-Conformance on an Owner's Lot. Unless all such rules regarding submission of plans are complied with, such plans and specifications shall be deemed not submitted.

(b) The address of the Architectural Committee shall be determined by said Committee. Such address shall be the place for the submittal of plans and specifications and the place where the current Architectural Standards, if any, shall be kept.



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(c) The establishment of the Architectural Committee and the systems herein for architectural approval shall not be construed as changing any rights or restrictions upon Owners to maintain, repair, alter or modify, or otherwise have control over the Residences as may otherwise be specified in this Declaration, in the Bylaws or in the Association Rules.

(d) In the event the Architectural Committee fails to approve or disapprove such plans and specifications within forty-five (45) days after the same have been duly submitted in accordance with any rules regarding such submission adopted by the Architectural Committee, such plans and specifications shall be deemed approved.

Section 5.3 Approval and Conformity of Plans. No building, fence, wall or other structure of any kind, or landscaping shall be commenced, erected, maintained or planted upon the Covered Property or to or upon any Lot, nor shall there be any addition to or change in the exterior of any Residence, structure or other improvement, or landscaping unless plans and specifications therefor have been submitted to and approved by the Architectural Committee. The Board shall, from time to time, adopt and promulgate Architectural Standards to be administered through the Architectural Committee.

Section 5.4 Painting of Residence. No Residence, building, fence, wall or other structure shall be painted without the prior written approval of the Architectural Committee.

Section 5.5 Nonliability for Approval of Plans. Plans and specifications shall be approved by the Architectural Committee as to style, exterior design, appearance and location, and are not approved for engineering design or for compliance with zoning and building ordinances, and by approving such plans and specifications neither the Architectural Committee, the members thereof, the Association, the Members, the Board nor Declarants assumes liability or responsibility therefor, or for any defect in any structure constructed from such plans and specifications.

Section 5.6 Inspection and Recording of Approval. Any member of the Architectural Committee or any officer, director, employee or agent of the Association may at any reasonable time enter, without being deemed guilty of trespass, upon any Residence after notice to the Owner in order to inspect improvements constructed or being constructed on such Residence to ascertain that such improvements have been or are being built in compliance with plans and specifications approved by the Architectural Committee and in accordance with the Architectural Standards. The Architectural Committee shall cause such an inspection to be undertaken within thirty (30) days of a written request therefor from any Owner as to his Residence, and if such

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inspection reveals that the improvements located on such Residence have been completed in substantial compliance with this Article, the President and the Secretary of the Association shall provide to such Owner a notice of such approval in recordable form which, when recorded, shall be conclusive evidence of compliance with the provisions of this Article as to the improvements described in such recorded notice, but as to such improvements only.

Section 5.7 Nonapplicability to Declarants. In no event shall the provisions of this Article apply to the construction by Declarants of any improvements intended to be conveyed to the Association, or to any Lot intended to be conveyed to an Owner.

Section 5.8 Installation of Front Yard. Within six (6) months from the close of escrow for his Lot, Owner shall install a front yard if said front yard has not been installed by A-M Homes or J.M. Peters Company, Inc., as the case may be. Prior to the installation of improvements in said front yard, Owner shall submit plans for said improvements to the Architectural Committee in conformance with this Article V.

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ARTICLE VI

DUTIES AND POWERS OF THE ASSOCIATION

Section 6.1 General Duties and Powers of the Association. In addition to the duties and powers enumerated in its Articles and Bylaws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall have the specific duties and powers specified in this Article.

Section 6.2 General Duties of the Association. The Association through the Board shall have the duty and obligation to:

- (a) Enforce the provisions of this Declaration, the Articles, the Bylaws and the Association Rules by appropriate means and carry out the obligations of the Association hereunder;
- (b) Maintain and otherwise manage the following:
  - (i) all Common Area, improvements and landscaping thereon in which the Association holds an interest, subject to the terms of any instrument transferring such interest to the Association;
  - (ii) all personal property in which the Association holds an interest, subject to the terms of any instrument transferring such interest to the Association; and
  - (iii) all property, real or personal, which the Association is obligated to repair or maintain pursuant to this Declaration, including, without limitation, the Article of this Declaration entitled "Repair and Maintenance".
- (c) Pay any real and personal property taxes and other charges, or other charges assessed to or payable by the Association;
- (d) Obtain, for the benefit of the Common Area, all necessary utility services and other services as required;
- (e) Prepare budgets and financial statements for the Association as prescribed in the Bylaws;
- (f) Formulate rules of operation of the Common Area, and facilities owned or controlled by the Association;
- (g) Initiate and execute disciplinary proceedings against Members for violations of provisions of the Articles, Bylaws, Declaration and Association Rules in accordance with

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procedures set forth in such documents;

(h) Elect officers of the Board;

(i) Fill vacancies on the Board, except vacancies created by the removal of a Director;

(j) Subject to the limitations imposed under this Article, contract for casualty, liability and other insurance on behalf of the Association;

(k) Subject to the limitations imposed under this Article, contract for goods and/or services for the property owned or controlled by the Association;

(l) Grant easements where necessary for utilities over the Common Area.

(m) Review a current reconciliation of the Association's operating accounts and reserve accounts on at least a quarterly basis. On at least a quarterly basis, the Board shall also review the current year's actual reserve revenues and expenses compared to the current year's budget. The Board shall review the latest account statements prepared by the financial institutions where the Association has its operating and reserve accounts and the Board shall also review an income and expense statement for the Association's operating and reserve accounts on at least a quarterly basis. The Board shall prepare and distribute a copy of the review of the financial statement of the Association, which has been prepared in accordance with generally accepted accounting principles by a licensee of the California State Board of Accountancy for any fiscal year in which the gross income to the Association exceeds Seventy-Five Thousand Dollars (\$75,000.00). A copy of the review of said financial statement shall be distributed within One Hundred Twenty (120) days after the close of each fiscal year. The Board shall also annually distribute to the Members a statement describing the Association's policies and practices in enforcing lien rights or other legal remedies for default in payment of its Assessments against its Members. Said statement shall be annually delivered to the Members during the sixty (60) day period immediately preceding the beginning of the Association's fiscal year.

(n) Join with Declarants in the execution of any lot line adjustment and to accept title to additional property or to quit claim all right, title, and interest in and to any Association property as necessary to transfer title in accordance with any lot line adjustment; provided that such lot line adjustment and the resulting conveyance (i) are made for the purpose of eliminating encroachments due to engineering errors or errors in construction of any improvements upon any of the affected property, (ii) are made to permit changes in the

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development plan in circumstances when such changes are the result of topography, obstruction, hardship, aesthetic, or other environmental conditions, (iii) are the requirement of a regulatory agency, (iv) do not have a significant negative impact upon the Association or the Owners, or (v) are made to transfer the burden of management and maintenance of any Association property, which in the reasonable judgment of the Board is generally inaccessible or is not likely to be of any particular use or benefit to the Owners.

Withdrawal of funds from the Association's reserve account shall require signatures of either two (2) members of the Board or one (1) member of the Board and an officer of the Association who is not also a member of the Board.

Section 6.3 General Powers of the Association. The Association through the Board shall have the power but not the obligation to:

(a) Delegate to committees, officers, employees or agents any of its duties and powers under this Declaration, the Articles and Bylaws, provided however, no such delegation to a professional management company, the Architectural Committee or otherwise shall relieve the Association of its obligations to perform such delegated duty;

(b) Employ a manager or other persons and contract with independent contractors or managing agents who have professional experience in the management of residential developments similar to the Covered Property to perform all or any part of the duties and responsibilities of the Association, provided that any contract not approved by FHA or VA with a person or firm appointed as a manager or managing agent shall be terminable for cause on not more than thirty (30) days' written notice by the Association and without cause upon ninety (90) days' written notice by either party without payment of a termination fee, and shall have a term of not more than one (1) year with successive one (1) year renewal periods upon mutual agreement of the parties;

(c) Acquire interests in real or personal property for offices or other facilities that may be necessary or convenient for the management of the Covered Property, the administration of the affairs of the Association, or for the benefit of the Members;

(d) Borrow money as may be needed in connection with the discharge by the Association of its powers and duties;

(e) Negotiate and enter into contracts with Institutional Mortgagees and mortgage insurers and guarantors as may be necessary or desirable to facilitate the availability of

loans secured by Mortgages within the Covered Property.

Section 6.4 General Limitations and Restrictions on the Powers of the Board. In addition to the limitations and restrictions enumerated in the Articles and Bylaws or elsewhere provided for herein, and without limiting the generality thereof, the Board shall be prohibited from taking any of the following action without the approval of a majority of the voting power of each class of Members during the time of the two-class voting structure and after the termination of the two-class voting structure the vote of a majority of the voting power of the Association and a majority of Members other than Declarants:

(a) Enter contracts for materials or services which have a term in excess of one (1) year, with the following exceptions:

(i) A management contract, the terms of which have been approved by the FHA or VA;

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

(iii) Prepaid casualty and/or liability insurance policies of not to exceed three (3) years duration, provided that the applicable policy permits short rate cancellation by the insured.

(iv) If applicable, agreements for cable television services and equipment of not to exceed five (5) years duration provided that the supplier is not an entity in which Declarants have a direct or indirect ownership interest of ten percent (10%) or more.

(v) If applicable, lease agreements for laundry room fixtures and equipment of not to exceed five (5) years duration provided that the lessor under the agreement is not an entity in which Declarants have a direct or indirect ownership interest of ten percent (10%) or more.

(vi) If applicable, agreements for sale or lease of burglar alarm and fire alarm equipment, installation and services of not to exceed five (5) years duration provided that the supplier or suppliers are not entities in which Declarants have a direct or indirect ownership interest of

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ten percent (10%) or more.

(b) Incur aggregate expenditures for capital improvements to the Common Area in any fiscal year in excess of five percent (5%) of the budgeted gross expenses of the Association for that fiscal year.

(c) Sell any real or personal property of the Association with an aggregate fair market value in excess of five percent (5%) of said estimated Common Expenses during any fiscal year.

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

(e) Filling of a vacancy on the Board of Directors created by the removal of a director.

Section 6.5 Association Rules. The Board shall also have the power to adopt, amend and repeal such rules and regulations as it deems reasonable (the "Association Rules"), which may include the establishment of a system of fines and penalties enforceable as Special Assessments, all as provided in the Bylaws. The Association Rules shall govern such matters in furtherance of the purposes of the Association; including, without limitation, the use of the Common Area, provided however, that the Association Rules may not discriminate among Owners, and shall not be inconsistent with this Declaration, the Articles or Bylaws. A copy of the Association Rules as they may from time to time be adopted, amended or repealed, or a notice setting forth the adoption, amendment or repeal of specific portions of the Association Rules shall be delivered to each Owner in the same manner established in this Declaration for the delivery of notices. Upon completion of the notice requirements, said Association Rules shall have the same force and effect as if they were set forth in and were part of this Declaration and shall be binding on the Owners and their successors in interest whether or not actually received thereby. The Association Rules, as adopted, amended or repealed, shall be available at the principal office of the Association to each Owner and Institutional Mortgagee upon request. In the event of any conflict between any such Association Rules and any provisions of this Declaration, or the Articles or Bylaws, the provisions of the Association Rules shall be deemed to be superseded by the provisions of this Declaration, the Articles or the Bylaws to the extent of any such conflict.

Section 6.6 Emergency Powers. The Association or any person authorized by the Association may enter any Residence in

the event of any emergency involving illness or potential danger to life or property. Such entry shall be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Association unless covered by insurance carried by the Owner.



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ARTICLE VII

REPAIR AND MAINTENANCE

Section 7.1 Repair and Maintenance by the Association.

Without limiting the generality of the statement of duties and powers contained in this Declaration, the Articles, the Bylaws, or Association Rules, the Association shall have the duty to accomplish the following upon the Common Area, slopes or other land in such manner and at such times as the Board shall prescribe:

(a) Maintain, repair, restore, replace and make necessary improvements to the Common Area, and all improvements located thereon, including, but not limited to, clustered mailboxes, fire hydrants, private streets, private sidewalks, street lights, and entry gates;

(b) Maintain and repair the exterior portion and cap, if any, of the perimeter walls of the Covered Property as depicted on Exhibit "D".

(c) Maintain, repair, replace and make necessary improvements to that certain off-site landscaping and irrigation system located on City property, which is depicted on Exhibit "F" attached hereto.

Section 7.2 Repair and Maintenance by Owner. Except as the Association shall be obligated to repair and maintain as may be provided in this Declaration, every Owner shall:

(a) Maintain the exterior of his Residence, entry walkway, walls, driveway, fences and roof of such Residence in good condition and repair;

(b) Maintain in attractive condition front and rear yard landscaping in accordance with the provisions of this Declaration.

(c) Each Owner is responsible for the repair and maintenance of his Residence as may be occasioned by the presence of wood-destroying pests or organisms. Upon approval of the majority of the Members of the Association, the responsibility for such repair and maintenance may be delegated to the Association, which shall be entitled to recover the cost thereof as a Special Assessment.

(d) Maintain, repair and repaint the interior side of all perimeter walls and fences on his Lot and maintain and repair the structural integrity thereof. Except as provided in Section 7.1(b) above, the exterior side of all of said perimeter walls and fences on each Lot which are on a corner or not adjacent to

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another Owner's Lot shall be maintained and repaired by the Owner of the Lot on which it is located.

Section 7.3 Standards for Maintenance and Installation.

(a) All slopes or terraces on any Lot shall be maintained so as to prevent any erosion thereof upon adjacent streets or adjoining property.

(b) The Association shall maintain any landscaped areas which it owns or controls under this Declaration or which are owned in common by its Members in an attractive condition according to any rules promulgated by the Board and shall maintain any slopes and terraces which are its responsibility so as to prevent erosion thereof upon adjacent streets or adjoining property.

Section 7.4 Right of Entry. The Association, after reasonable notice to an Owner, shall have the right to enter upon any Lot, including its slopes and terraces, in connection with any maintenance, repair or construction in the exercise of the powers and duties of the Association.

ARTICLE VIII

INSURANCE

Section 8.1 Types. The Association, to the extent available, shall obtain and continue in effect in its own name the following types of insurance so long as such amounts or types of insurance coverage are not, in the good faith judgment of the Board, prohibitively expensive or no longer necessary or appropriate for the protection of the Covered Property, the Association and the Members:

(a) A comprehensive policy of public liability insurance covering the Common Area and any other property maintained, controlled or managed by the Association. Such policy shall have a limit of not less than One Million Dollars (\$1,000,000) for claims for personal injury and/or property damage arising out of a single occurrence, such coverage to include protection against water damage liability, liability for non-owned and hired automobile and liability for property of others, and such other risks as shall customarily be covered with respect to similar planned unit developments in the area of the Covered Property, and shall contain a "severability of interest" endorsement or the equivalent which shall preclude the insurer from denying the claim of an Owner because of negligent acts or omissions of the Association or other Owners;

(b) A policy of fire and casualty insurance with extended coverage for the full replacement value of the Common Area without deduction for depreciation, with an "agreed amount endorsement" or its equivalent and clauses waiving subrogation against Members and the Association and persons upon the Covered Property with the permission of a Member, such insurance to afford protection against at least loss or damage by fire and other hazards covered by the standard extended coverage endorsement and vandalism and malicious mischief coverage.

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

Section 8.2 Waiver by Members. All insurance obtained by the Association shall be maintained by the Association for the benefit of the Association, the Owners and the Mortgagees as their interests may appear. As to each of said policies which

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will not be voided or impaired thereby, the Owners hereby waive and release all claims against the Association, the Board, other Owners, Declarants 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 insurance proceeds received in compensation for such loss only.

Section 8.3 Other Insurance; Annual Review. The Association may purchase such other insurance as it may deem necessary, or as may be required by law, including, but not limited to, worker's compensation, officers' and directors' liability, and errors and omission insurance. The Board shall annually determine whether the amounts and types of insurance it has obtained provide adequate coverage for the Common Area in light of increased construction costs, inflation, practice in the area in which the Covered Property is located, or any other factor which tends to indicate that either additional insurance policies or increased coverage under existing policies are necessary or desirable to protect the interests of the Association. If the Board determines that increased coverage or additional insurance is appropriate, it shall obtain the same.

Section 8.4 Premiums, Proceeds and Settlement. Insurance premiums for any such insurance coverage obtained by the Association and any other insurance deemed necessary by the Association shall be a Common Expense to be included in the Regular Assessments levied by the Association. Casualty insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried, or otherwise disposed of as provided in the Article hereof entitled "Destruction of Common Area." The Association is hereby granted the authority to negotiate loss settlements with the appropriate insurance carriers. Any two (2) directors of the Association may sign a loss claim form and release form in connection with the settlement of a loss claim, and such signatures shall be binding on the Association and the Members.

Section 8.5 Federal Requirements. Notwithstanding the foregoing provisions of this Article, the Association shall continuously maintain in effect such casualty, flood and liability insurance and a fidelity bond meeting the insurance and fidelity bond requirements for planned unit development projects established by FNMA, GNMA, FHLMC, FHA and VA, so long as either is a Mortgagee or Owner within the Covered Property, or insures or guarantees a Mortgage, as the case may be, except to the extent such coverage is not available or has been waived in writing by the foregoing entities.

ARTICLE IX

DESTRUCTION OF COMMON AREA

Section 9.1 Duty of Association. In the event of partial or total destruction of the Common Area, it shall be the duty of the Association to restore and repair the same as promptly as practical pursuant to this Article. The proceeds of any casualty insurance maintained pursuant to this Declaration shall be used for such purpose, subject to the prior rights of Mortgagees whose interest may be protected by said policies.

ARTICLE X

EMINENT DOMAIN

Section 10.1 Definition of Taking. The term "taking" as used in this Article shall mean condemnation by eminent domain or sale under threat of condemnation of all or any portion of the Common Area.

Section 10.2 Appointment of Board. In the event of a threatened taking of all or any portion of the Common Area, the Members hereby appoint the Board and such persons as the Board may delegate to represent all of the Members in connection with the taking. The Board shall act in its sole discretion with respect to any awards being made in connection with the taking and shall be entitled to make a voluntary sale to the condemnor in lieu of engaging in a condemnation action.

Section 10.3 Procedure on Taking. Any awards received on account of the taking shall be paid to the Association. The Board may in its sole discretion retain any award in the general funds of the Association or distribute pro rata all or a portion thereof to the Members. The rights of an Owner and the Mortgagee of his Residence as to any such pro rata distribution shall be governed by the provisions of the Mortgage encumbering such Residence.

Section 10.4 Inverse Condemnation. The Board is authorized to bring an action in inverse condemnation. In such event, the provisions of this Article shall apply with equal force.

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ARTICLE XI

USE RESTRICTIONS

Section 11.1 Commercial Use. Subject to the Section entitled "Construction and Sales" of the Article hereof entitled "Easements", no part of a Lot shall be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, or any non-residential purposes; provided however, that the Association shall have the right to provide or authorize such services on the Common Area as it deems appropriate for the enjoyment of the Common Area or for the benefit of the Members.

Section 11.2 Signs. Without the prior written consent of the Architectural Committee, no signs, posters or displays shall be shown or displayed on a Lot excepting one sign of customary and reasonable dimensions which states that the premises are "for sale" or "for rent", excepting for the right of Declarants to use billboards, signs, markers, flags, flag poles and the like in connection with its sales or rental activities until all of the Residences in the Development are sold.

Section 11.3 Nuisance. No noxious or offensive trade or activity shall be carried on or upon any Lot, or any part of the Covered Property nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the Owners of his respective Residence. The Board shall have the right to determine if any noise, odor, interference or activity producing such noise, odor or interference constitutes a nuisance.

Section 11.4 Temporary Structures. No structure of a temporary character, trailer, tent, shack, garage, barn or other out-building shall hereafter be used on any Lot at any time, either temporarily or permanently, except by Declarants.

Section 11.5 Recreational Vehicles. No recreational vehicles, including but not limited to trailers, campers, motorhomes or boats, shall be permitted on an Owner's Lot except in a closed garage. No recreational vehicles, including but not limited to trailers, campers, motorhomes or boats, shall hereafter be permitted to remain upon the Covered Property otherwise.

Section 11.6 Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept upon the Covered Property, except that dogs, cats or other household pets may be kept on the Lots, provided they are not kept, bred or maintained for any commercial purpose, or in numbers deemed unreasonable by the Board. Notwithstanding the foregoing, no

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animals or fowl may be kept on the Lots which, in the good faith judgment of the Board or a committee selected by the Board for this purpose, result in an annoyance or are obnoxious to residents in the vicinity. All dogs permitted to be kept by this Section shall be kept on a leash when on any portion of the Covered Property except within a Lot. It shall be the absolute duty of each such Owner to clean up after such animals which have used any portion of the Common Area, another's Lot or the Development.

Section 11.7 Oil and Mineral Rights. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in the Covered Property nor, subsequent to the recording of this Declaration, shall oil wells, tanks, tunnels or mineral excavations or shafts be installed upon the surface of the Covered Property or within five hundred (500) feet below the surface of such properties. No derrick or other structure designed for use in boring for water, oil or natural gas shall be erected, maintained or permitted upon the Covered Property.

Section 11.8 Unsightly Items. All weeds, rubbish, debris or unsightly materials or objects of any kind shall be regularly removed from the Lots and shall not be allowed to accumulate thereon. All clotheslines, refuse containers, woodpiles, storage areas, machinery and equipment shall be prohibited from any Lot unless obscured from view of adjoining streets or portions of the Covered Property. Seasonal decorations may only be installed on Lots in accordance with the rules and regulations adopted by the Architectural Committee or Board. Any fence or screen required by this Section shall comply with the Architectural Standards or any other standards promulgated by the Board as to type, size, color or other qualification for permitted fences or screens.

Section 11.9 Antennas. No television, radio, satellite dish, or other electronic antenna or antenna device of any type shall hereafter be erected, constructed, placed or permitted to remain on the Covered Property, unless and until the same shall have been approved in writing by the Architectural Committee, or unless the same be totally contained within a building or underground conduit.

Section 11.10. Drainage. Each Owner agrees for himself and his successors in interest that he will not in any way interfere with the established drainage pattern over his Lot, or that he will make adequate provisions for proper drainage in the event it is necessary to change the established drainage over his Lot. For the purposes hereof, "established drainage" is defined as the drainage which occurred at the time the overall grading of the Covered Property was completed by Declarants. The established drainage may be altered through construction of



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improvements including but not limited to retaining walls, swimming pools, paved walkways and patios. It shall be an Owner's responsibility to maintain and clean all drainage devices, if any, on Owner's Lot as well as provide proper irrigation, landscape maintenance and control of burrowing animals. Said maintenance shall be continued on a regular basis to ensure its effectiveness and all necessary repairs and corrections should be made by Owner prior to each rainy season. Alteration of said established drainage can cause trapped water, which may result in the shifting of and damage to the foundation of an Owner's Residence and neighboring Residences.

Section 11.11 Garages. No garage doors shall be permitted to remain open except for a temporary purpose, and the Board may adopt rules for the regulation of the opening of garage doors, including the Assessment of charges to Owners who violate or whose invitees violate such rules. Any charges so assessed shall be Compliance Assessments. No automobile or other vehicle shall be parked or stand outside of a garage if there is space for such automobile or vehicle in such garage and no garage shall be used for any purpose which would preclude parking of at least two (2) automobiles therein.

Section 11.12 Window Covers. Windows can be covered only by drapes, shades, blinds or shutters and cannot be painted or covered by aluminum foil, cardboard, or other similar materials.

Section 11.13 Commercial Vehicles. No commercial vehicles may be parked or stored on any Lot or street at any time. Notwithstanding the foregoing, commercial vehicles which consist of ordinary passenger automobiles, vans or pickup trucks, and which are of such size to be garageable may be parked within the Covered Property. In addition, commercial vehicles may be parked on the Lot or on the street for reasonable periods of time for deliveries and/or construction purposes.

Section 11.14 Single-Family Residential. All Residences shall be used only for the residential purposes of a family. Any lease or rental agreement shall be in writing and any tenant shall abide by and be subject to all provisions of this Declaration, the Articles, the Bylaws, and the Association Rules, and any lease or rental agreement must specify that failure to abide by such provisions shall be a default under the lease or rental agreement. Also, no Owner shall rent, lease or let his Residence for transient or hotel purposes or for any period of less than thirty (30) days.

Section 11.15 Repair of Vehicles. No painting, repairing or mechanical work, other than minor maintenance work and minor emergency repairs, shall be done to a vehicle upon any Lot except in any enclosed garage with the garage door closed.

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Section 11.16 Pests. No Owner shall permit any thing or condition to exist upon any portion of the Covered Property which shall induce, breed or harbor infectious plant diseases or noxious insects or vermin.

Section 11.17 Solar Systems. All solar system collector units shall be integrated into the design of the dwelling in which each is installed and shall be subject to approval by the Architectural Committee in accordance with Article V entitled "Architectural and Landscape Control".

Section 11.18 Rubbish Removal. All garbage and trash shall be placed and kept in sanitary, covered containers. In no event shall such containers be maintained so as to be visible from neighboring property except when set out for a reasonable period of time before and after scheduled trash pickup times.

Section 11.19 Clothes Drying Facilities. Outside clothes lines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained on any Lot, unless they are erected, placed and maintained so as not to be visible from neighboring property.

Section 11.20 Maintenance of Front Yards of Lots. Unless otherwise maintained by the Association, each Owner of a Lot shall keep his driveway clean and neat and all shrubs, trees, grass and plantings of every kind, including planted areas between adjacent sidewalks and the street curb, if any, neatly trimmed, properly cultivated and watered, and free of trash, weeds and other unsightly material.

Section 11.21 Fences and Walls. No fence or wall will be erected, painted, altered or maintained on any Lot except with the prior written approval of the Architectural Committee. Any alterations or modifications of the walls or fences not addressed herein shall be subject to the prior written approval of the Architectural Committee.

Section 11.22 Parking. All streets within the Covered Property are private and are subject to the protective covenants of this Declaration as well as all applicable laws, ordinances and regulations of all governmental agencies having jurisdiction over the Covered Property. Additionally, the Association may adopt reasonable Board rules and regulations regarding the parking of vehicles in the Covered Properties and procedures to enforce such Board rules and regulations, including but not limited to, the levying of fines and citing and towing of vehicles. Parking shall be allowed on the private streets in accordance with posted signs and rules and regulations. Violation of these parking restrictions may be enforced by the Association and the City by the levying of fines and the towing

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away of vehicles at the expense of the violating Owner.

Section 11.23 Traffic Control. The use of all private streets within the Covered Property shall be subject to all speed limits, traffic control, parking restrictions and other regulations contained in the California Vehicle Code applicable to public streets; provided, however, that where the regulations and ordinances of the City of La Mirada or provisions of this Declaration (including any Board Rules and regulations) are more restrictive than the California Vehicle Code, then the more restrictive regulations, ordinances or provisions shall apply.

Section 11.24 Entry Gates. Each Owner, by acceptance of a deed to his Lot, acknowledges that the entry gates to the Development were installed by Declarants; however, no guaranties, promises or warranties, express or implied, oral or written are made by Declarants or the Association as to the continued existence or location of said gates; and no representations, promises or warranties, express or implied are made by Declarants or the Association regarding providing protection or security for the Development, in general, and for each Owner, Owner's Lot, and Owner's family, guests, invitees, agents or employees or any of their personal property.

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ARTICLE XII

RIGHTS OF ENJOYMENT

Section 12.1 Members Right of Enjoyment. Every Member shall have a non-exclusive easement for use and enjoyment in and to the Common Area, and such right shall be appurtenant to and shall pass with the interest required to be an Owner to every Residence, subject to all of the easements, covenants, conditions, restrictions and other provisions contained in this Declaration, including, without limitation, the following provisions:

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

(b) The right of the Association to borrow money for the purpose of improving, replacing, restoring or expanding the Common Area or adding new Common Area and in aid thereof, to mortgage said property, provided that the prior affirmative vote or written approval of a majority of each of the Class A and the Class B Members has been obtained to mortgage said property, and provided further that the rights of the lender thereunder shall be subordinated to the rights of the Members.

Section 12.2 Delegation of Use. Any Member may delegate his right of enjoyment to the Common Area to the members of his family or his tenants who reside on his Residence, or to his guests, subject to rules and regulations adopted by the Board.

Section 12.3 Waiver of Use. No Member may exempt himself from personal liability for Assessments duly levied by the Association, nor release the Residence owned by him from the liens, charges and other provisions of this Declaration, the Articles, Bylaws and Association Rules, by waiver of the use and enjoyment of the Common Area, or the abandonment of his Residence.

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ARTICLE XIII

EASEMENTS

Section 13.1 Amendment to Eliminate Easements. This Declaration cannot be amended to modify or eliminate the easements reserved to Declarants herein without prior written approval of Declarants and any attempt to do so shall have no effect. Any attempt to modify or eliminate this Section shall likewise require the prior written approval of Declarants.

Section 13.2 Nature of Easements. Unless otherwise set forth herein, any easement reserved to Declarants herein shall be non-exclusive.

Section 13.3 Rights and Duties: Utilities and Cable Television. Wherever sanitary sewer house connections, water hose connections, electricity, gas, telephone, cable television lines and any other utility lines or facilities, or drainage facilities are installed within the Covered Property, the Owners of any Residence served by said connections, lines or facilities, or the Association if said connections, lines or facilities serve the Common Area, shall have the right, and there is hereby reserved to Declarants, together with the right to grant and transfer the same to Owners and the Association, an easement to the full extent necessary for the full use and enjoyment of such portion of such connections which service his Residence, or the Common Area, as the case may be, and to enter upon the Common Area and the Residences owned by others, or to have utility companies enter upon the Common Area and Residences owned by others, in or upon which said connections, lines or facilities, or any portion thereof, to repair, replace and generally maintain said connections as and when the same may be necessary as set forth below, provided that such Owner or the Association or utility company shall promptly repair any damage to a Residence or the Common Area caused by such entry as promptly as possible after completion of work thereon.

Section 13.4 Utilities. Easements over the Covered Property for the installation and maintenance of electric, telephone, cable television, water, gas, sanitary sewer lines and other utilities and drainage facilities as are needed to service the Covered Property are hereby reserved by Declarants, together with the right to grant and transfer the same; provided however, such easements shall not unreasonably interfere with the use and enjoyment by the Members of their Residences or the Common Area.

Section 13.5 Cable Television. There is hereby reserved to Declarants, over the Covered Property, together with the right to grant and transfer the same, the right to emplace on, under or across the Covered Property transmission lines and other facilities for a community antenna television system and

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thereafter to own and convey such lines and facilities and the right to enter upon the Covered Property to service, maintain, repair, reconstruct and replace said lines or facilities; provided however, that the exercise of such rights shall not unreasonably interfere with any Owner's reasonable use and enjoyment of his Lot.

Section 13.6 Utilities Shown on Tract Map. There is hereby reserved to Declarants together with the right to grant and transfer the same, easements over the Covered Property for the installation and maintenance of electric, telephone, cable television, water, gas, sanitary sewer lines and drainage facilities and other purposes as shown on the recorded tract maps covering the Covered Property or otherwise reserved to Declarants.

Section 13.7 Construction and Sales. Nothing in this Declaration shall limit the right of Declarants to commence and complete construction of improvements to the Covered Property or to alter the foregoing or the Lots or Common Area or to construct such additional improvements as Declarants deem advisable prior to the completion and sale of all of the Covered Property or to install signs, posters and displays on the Covered Property as set forth in Section 11.2 hereinabove.

Section 13.8 Common Area Easements. There is hereby reserved to Declarants, together with the right to grant and transfer the same to the Owners, a non-exclusive easement for ingress and egress and recreational purposes over the Common Area. Such easement when granted to Owners shall be subject to the rights of the Association with regard to the Common Area as set forth in the Article hereof entitled "Rights of Enjoyment." A non-exclusive easement for service and emergency vehicles for access, ingress and egress is hereby reserved over the private streets within the Development.

Section 13.9 Association Rights. There is hereby reserved to Declarants easements over the Covered Property, together with the right and obligation to grant and transfer the same to the Association, for the purpose of permitting the Association to discharge its obligations as described in this Declaration.

Section 13.10 Party Walls and Fences. Those Owners who have a common wall or fence adjoining their Lots and such wall or fence divides the Lots upon which their Residences are constructed, shall have the right to the equal use of such wall or fence except that each shall have the exclusive right to the use of the interior surface of the wall or fence on his side. Neither Owner shall use any portion of the wall or fence so as to interfere with the use and enjoyment of the other Owner. In the event that any portion of such wall or fence, except the interior

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surface of one side, is damaged or injured from any cause, other than the act or negligence of either party, it shall be repaired or rebuilt at their joint expense.

Section 13.11 Sideyard Easements. There is hereby created by Declarants, together with the right to grant and transfer the same, sideyard easements as depicted on Exhibit "E" attached hereto and in Supplementary Declarations as "Dominant Tenement", and which easements shall burden certain Lots as "Servient Tenement" as set forth in Exhibit "E" and in Supplementary Declarations. Such easements shall be subject to the following terms and conditions:

(a) Such easement shall be in favor of the Dominant Tenement over the Servient Tenement for the purposes set forth herein. The sideyard easement shall be used only as a general recreational and garden area by the Owner of the Dominant Tenement Lot, and each Owner shall have the right to enter upon such sideyard easement for such purpose. Such purpose shall include the right of each Owner to plant vegetation and establish an irrigation system including installing a water meter thereon, provided such system shall be first approved by the Architectural Committee. The sideyard easement and every part thereof, including the fence enclosing the sideyard easement and the drainage system established by Declarants as part of the grading and original construction upon the adjacent Lot, shall be repaired, replaced and maintained continuously in a neat and orderly condition by the Owner of the Dominant Tenement Lot; and

(b) The Owner of the Servient Tenement shall have the right at all reasonable times to enter upon the easement area, including the right to cross over the Dominant Tenement for such entry, in order to perform work related to the use and maintenance of the Servient Tenement including the structure and painting thereof; and

(c) The Servient Tenement shall have the right of drainage over, across and upon the easement area for water draining from any structure upon the Servient Tenement, or for drainage into and through the subsurface drainage facilities located within the easement area, the right to maintain eaves and appurtenances thereto and the portions of any structure upon the Servient Tenement as originally constructed or as constructed pursuant to the terms of the Declaration; and

(d) The Owner of the Dominant Tenement shall have the right to construct fencing across the easement area, provided that the Owner of the Dominant Tenement shall not attach any object or structure to a wall or structure belonging to the Servient Tenement or alter the existing drainage pattern as was originally installed by Declarants of the easement area or otherwise act with respect to the easement area in any manner.



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which would damage the Servient Tenement and provided further, that any such fencing shall comply with the architectural standards as provided by this Declaration; and

(e) In exercising the right of entry upon the easement area as provided above, the Owner of the Servient Tenement agrees to utilize reasonable care not to damage any landscaping or other items existing in the sideyard easement area; provided, however, the Owner of the Servient Tenement shall be responsible to the Owner of the Dominant Tenement for damage to such landscaping or other items in connection with such entry upon the sideyard easement area; and

(f) As additional property is annexed pursuant to the Article of this Declaration entitled "ANNEXATIONS", the Notices of Annexation provided for in such Article shall incorporate, as appropriate, additional exhibits pertaining to the property being annexed showing such sideyard easement as to such property.

(g) No alterations, modifications or other changes of any kind, including, but not limited to installing windows or doors shall be made by an Owner to the side wall of a Residence contiguous to the sideyard of an adjoining Lot.

Section 13.12 Front Yard Easements. There is hereby reserved to Declarants together with the right to transfer to the Association and their employees and agents a non-exclusive easement for access, ingress and egress to maintain the front yard portion of certain Lots within the Development which are subject to Special Benefits Assessments and which certain Lots are identified on Supplemental Declarations.

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ARTICLE XIV

ANNEXATIONS

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

Section 14.1 Development of the Covered Property.

Declarants intend to sequentially develop the Annexation Property on a phased basis; however, Declarants may elect not to develop all or any part of such real property, to annex such real property to this Declaration in increments of any size whatsoever, or to develop more than one such increment at any given time and in any given order. Moreover, Declarants reserve the right to subject all or any portion of the Annexation Property to the plan of this Declaration or one or more separate declarations of covenants, conditions and restrictions and reservation of easements which subjects said property to the jurisdiction and powers of a homeowners association or other entity with powers and obligations similar to the Association and which is not subject to the provisions of this Declaration. Although Declarants shall have the ability to annex the Annexation Property as provided in this Article, Declarants shall not be obligated to annex all or any portion of such property, and such property shall not become subject to this Declaration unless and until a Supplementary Declaration shall have been so executed and recorded.

Section 14.2 Supplementary Declarations. A

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

Section 14.3 Annexation Without Approval and Pursuant to General Plan. All or any part of the Annexation Property may be annexed to and become subject to this Declaration and subject to the jurisdiction of the Association without the approval,

assent or vote of the Association or its Members, provided that a Supplementary Declaration covering the portion of the Annexed Property to be annexed shall be executed and recorded by Declarants prior to the third (3rd) anniversary of the issuance of the original Subdivision Public Report for the immediately preceding Phase. The recordation of said Supplementary Declaration shall constitute and effectuate the annexation of the said real property described therein making said real property subject to this Declaration and subject to the functions, powers and jurisdiction of the Association, and thereafter said annexed real property shall be part of the Covered Property and all of the Owners of Residences in said annexed real property shall automatically be Members.

Section 14.4 Annexation Pursuant to Approval. Upon approval in writing of the Association, pursuant to two-thirds (2/3) majority of the voting power of each class of its Members, or the written assent of such Members, excluding the voting power or written assent of the Owner of any of the real property sought to be annexed, any person who desires to add real property, other than the annexation Property, to the plan of this Declaration and to subject such property to the jurisdiction of the Association, may file or record a Supplementary Declaration. The provisions of this Section shall also apply to the Annexation Property subsequent to the expiration of the power of Declarants to annex such property without the approval of the Members as provided in this Article. The certificate of the President and the Secretary of the Association attached to any Supplementary Declaration recorded pursuant to this Section certifying that the required two-thirds (2/3) majority of the voting power of each class of members has approved the recordation of such Supplementary Declaration shall be deemed conclusive proof thereof.

Section 14.5 Expansion of Association Membership. Membership shall be expanded to include Owners within annexed Phases of the Development.

Section 14.6 Improvements on Future Phases of Development. Declarants expressly make no representations or warranties in connection with Residences constructed on Lots within future Phases of the Development. A-M Homes and J.M. Peters Company, Inc. (or their successors and assigns) will not build identical Residences on the real property owned by each of them on the property to be annexed to the Covered Property. A-M Homes and J.M. Peters Company, Inc. (or their successors and assigns) will build Residences that will be different from each other. Additionally, Declarants give no guarantee that they will build similar or comparable Residences on Lots owned by each of them respectively on Lots to be annexed to this Development. J.M. Peters Company, Inc. and A-M Homes and their successors and assigns each expressly reserve the right to change the style, quality, size and cost of their residences from those constructed by each of them respectively in other Phases of the Development.

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ARTICLE XV

PROTECTION OF MORTGAGEES

Section 15.1 Mortgage Permitted. Any Owner may encumber his Residence with a Mortgage.

Section 15.2 Subordination. Any lien created or claimed under the provisions of this Declaration is expressly made subject and subordinate to the rights of the first Mortgage that encumbers all or a portion of the Development, or any Residence, made in good faith and for value, and no such lien shall in any way defeat, invalidate, or impair the obligation or priority of such Mortgage unless the Mortgagee expressly subordinates his interest, in writing, to such lien.

Section 15.3 Amendment. The prior written consent of fifty one percent (51%) of the holders of first Mortgages (based upon one vote for each Lot encumbered) shall be required for any material amendment to this Declaration, to the Articles or to the Bylaws. As used in this Section 15.3, the term "any material amendment" is defined to mean amendments to provisions of this Declaration, to the Articles or to the Bylaws governing the following subjects:

- (a) The purpose for which the Development may be used;
- (b) Voting;
- (c) Assessments, collection of Assessments, creation and subordination of Assessment liens;
- (d) Reserves for repair and replacement of Common Area improvements;
- (e) Maintenance of Common Area, and improvements thereon;
- (f) Casualty and liability insurance;
- (g) Rebuilding or reconstruction of Common Area and improvements thereon, in the event of damage or destruction;
- (h) Rights of use to and in the Common Area
- (i) Annexation of additional property not referred to in Exhibit "C".
- (j) Any provisions, which by their terms, are specifically for the benefit of first Mortgagees, or specifically confers rights on first Mortgagees.

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Section 15.4 Right to Examine Books and Records.

Institutional first Mortgagees can examine the books and records of the Association and can require the submission to them of financial data concerning the Association or the Development, including annual audit reports and operating statements as furnished to the Owners.

Section 15.5 Distribution of Insurance and Condemnation Proceeds. No Owner, or any other party, shall have priority over any rights of Institutional Mortgagees or Lots pursuant to their Mortgages in case of a distribution to Owners of insurance proceeds or condemnation awards for losses to or a taking of Common Area. Any provision to the contrary in this Declaration or in the Bylaws or other documents relating to the Development is to such extent void. All applicable fire and all physical loss or extended coverage insurance policies shall contain loss payable clauses acceptable to the affected Institutional Mortgagees naming the Mortgagees, as their interests may appear.

Section 15.6 Amenities. All amenities and Common Area shall be available for use by Owners and all such amenities with respect to which Regular or Special Assessments for maintenance or other uses may be levied shall constitute Common Area. Said amenities shall be owned in fee by the Owners in undivided interests or by the Association free of encumbrances except for any easements granted for public utilities or for other public purposes consistent with the intended use of such property by the Owners or by the Association.

Section 15.7 Notices to Mortgagees of Record. Upon any loss to any Lot covered by a Mortgage, if such loss exceeds One Thousand Dollars (\$1,000), or on any loss to the Common Area, if such loss exceeds Ten Thousand Dollars (\$10,000), or on any taking of the Common Area, notice in writing of such loss or taking shall be given to each Mortgagee of record. If any Owner of a Residence is in default under any provision of these covenants, conditions and restrictions, or under any provision of the Bylaws or the Association Rules, which default is not cured within thirty (30) days after written notice to such Owner, the Association shall give to the Mortgagee of record of such Owner written notice of such default and of the fact that said thirty (30) day period has expired.

Section 15.8 Effect of Breach. No breach of any provision of these covenants, conditions and restrictions shall invalidate the lien of any Mortgage in good faith and for value, and all of these covenants, conditions and restrictions shall be binding on any Owner whose title is derived through foreclosure sale, trustee's sale, or otherwise.

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Section 15.9 Foreclosure. If any Lot is encumbered by a first Mortgage made in good faith and for value, the foreclosure of any lien created by any provision set forth in this Declaration for Assessments, or installments of Assessments, shall not operate to affect or impair the lien of the first Mortgage. On foreclosure of a first Mortgage, the lien for Assessments on installments that have accrued up to the time of foreclosure shall be subordinate to the lien of the first Mortgage, with the foreclosure-purchaser taking the title to the Lot free of the lien for Assessments on installments that have accrued up to the time of the foreclosure sale. On taking title to the Lot the foreclosure-purchaser of a first Mortgage shall only be obligated to pay Assessments or other charges levied or assessed by the Association after the foreclosure-purchaser acquired title to the Lot. The subsequently levied Assessments or other charges may include previously unpaid Assessments provided all Owners, including the foreclosure-purchaser, and his successors and assigns, are required to pay their proportionate share as provided in this Section.

Section 15.10 Non-Curable Breach. Any Mortgagee who acquires title to a Lot by foreclosure or by deed-in-lieu of foreclosure shall not be obligated to cure any breach of this Declaration that is non-curable or of a type that is not practical or feasible to cure.

Section 15.11 Loan to Facilitate. Any Mortgage given to secure a loan to facilitate the resale of a Lot after acquisition by foreclosure or by a deed-in-lieu of foreclosure shall be deemed to be a loan made in good faith and for value and entitled to all of the rights and protections of this Article XV.

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ARTICLE XVI

GENERAL PROVISIONS

Section 16.1 Enforcement. The Association, or any Owner, shall have the right to enforce by proceedings at law or in equity, all easements, restrictions, conditions, covenants and reservations now or hereafter imposed by the provisions of this Declaration or any amendment hereto, including the right to prevent the violation of any such easements, restrictions, conditions, covenants or reservations and the right to recover damages or other dues for such violation. The Association or any Owner shall also have the right to enforce by proceedings at law or in equity the provisions of the Articles or Bylaws and any amendments thereto. With respect to Assessment liens or any other liens or charges and Association Rules, the Association shall have the exclusive right to the enforcement thereof.

Section 16.2 No Waiver. Failure by the Association or by any Member to enforce any easement, covenant, condition or restriction herein contained, or the Articles, Bylaws or Association Rules, in any certain instance or on any particular occasion shall not be deemed a waiver of such right on any such future breach of the same easement, covenant, condition or restriction.

Section 16.3 Cumulative Remedies. All rights, options and remedies of Declarants, the Association, the Owners or Mortgagees under this Declaration are cumulative, and no one of them shall be exclusive of any other, and Declarants, the Association, the Owners and the Mortgagees shall have the right to pursue any one or all of such rights, options and remedies or any other remedy or relief which may be provided by law, whether or not stated in this Declaration.

Section 16.4 Severability. Invalidation of any one or a portion of these easements, covenants, conditions or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 16.5 Covenants to Run With the Land; Term. The easements, covenants, conditions and restrictions of this Declaration shall run with and bind the Covered Property and shall inure to the benefit of and be enforceable by the Association or any Owner, their respective legal representatives, heirs, successors and assigns, for a term of sixty (60) years from the date this Declaration is recorded, after which time said easements, covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument, signed by a majority of the then Owners and a majority of the Mortgagees, based on one (1) vote for each Mortgage held, has been recorded at least six (6) months prior to

the end of any such period, agreeing to change said easements, covenants, conditions and restrictions in whole or in part.

Section 16.6 Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a plan for the development of a residential community or tract and for the maintenance of the Covered Property. The Article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

Section 16.7 Singular Includes Plural. Whenever the context of this Declaration requires same, the singular shall include the plural and the masculine shall include the feminine and the neuter.

Section 16.8 Nuisance. The result of every act or omission, whereby any provision, condition, restriction, covenant, easement or reservation contained in this Declaration is violated in whole or in part, is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against every such result, and may be exercised by the Association or any Member. Such remedy shall be deemed cumulative and not exclusive.

Section 16.9 Attorneys' Fees. In the event action is instituted to enforce any of the provisions contained in this Declaration, the party prevailing in such action shall be entitled to recover from the other party thereto as part of the judgment, actual attorneys' fees and costs of such suit.

Section 16.10 Notices. Any notice to be given to an Owner or a Mortgagee or Mortgage servicing contractor under the provisions of this Declaration shall be in writing and may be delivered as follows:

(a) Notice to an Owner shall be deemed to have been properly delivered when delivered personally or placed in the United States mail, first class postage prepaid, to the most recent address furnished by such Owner in writing to the Association for the purpose of giving notice, or if no such address shall have been furnished, then to the street address of such Owner's Residence. Any such notice deposited in the mail within Los Angeles County, California, shall be deemed delivered forty-eight (48) hours after such deposit. In the case of co-Owners, any such notice may be delivered or sent to any one of the co-Owners on behalf of all co-Owners and shall constitute delivery on all such co-Owners.



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(b) Notice to a Mortgagee or its Mortgage servicing contractor shall be deemed to have been properly delivered when placed in the United States mail, first class postage prepaid, to the address furnished to the Association by such Mortgagee or such contractor or, if no such address is furnished, to any office of the Mortgagee in Los Angeles County, California, or, if no such office is located in said County, to any office of such Mortgagee.

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

Section 16.11 Obligation of Declarants. So long as Declarants are utilizing the easement described in the Section entitled "Construction and Sales" of the Article in this Declaration entitled "Easements", Declarants shall not be subject to the provisions of the Article entitled "Architectural and Landscape Control" or the provisions of the Article entitled "Use Restrictions".

Section 16.12 Effect of Declaration. This Declaration is made for the purposes set forth in the Recitals to this Declaration and Declarants make no warranties or representations, express or implied, as to the binding effect or enforceability of all or any portion of this Declaration, or as to the compliance of any of these provisions with public laws, ordinances and regulations applicable thereto.

Section 16.13 Personal Covenant. To the extent the acceptance of a conveyance of a Residence creates a personal covenant between the Owner of such Residence and Declarants or other Owners, such personal covenant shall terminate and be of no further force or effect from and after the date when a person or entity ceases to be an Owner except to the extent this Declaration may provide otherwise with respect to the payment of money to the Association.

Section 16.14 Nonliability of Officials. To the fullest extent permitted by law, neither the Board, the Architectural Committee, or any other committees of the Association or any member of such Board or committee shall be liable to the Association or any Member for any damage, loss or prejudice suffered or claimed on account of any decision, approval or disapproval of plans or specifications (whether or not defective), course of action, act, omission, error,

negligence or the like made in good faith within which such Board, committees or persons reasonably believed to be the scope of their duties.

Section 16.15 Enforcement of Bonded Obligations. In the event that the improvements to the Common Area have not been completed prior to the issuance of a Final Subdivision Public Report covering the Covered Property by the Department of Real Estate of the State of California, and the Association is obligee under a bond or other arrangement (hereinafter the "Bond") to secure performance of the commitment of Declarants to complete such improvements, the following provisions shall apply:

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

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

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

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Section 16.16 Construction by Declarants. Nothing in this Declaration shall limit the right of Declarants to alter the Common Area or the Residences, or to construct such additional improvements as Declarants deem advisable prior to completion of improvements upon and sale of the entire Covered Property. Such right shall include but shall not be limited to erecting, constructing and maintaining on the Covered Property such structures and displays as may be reasonably necessary for the conduct of the business or completing the work and disposing of the same by sale, lease or otherwise. This Declaration shall not limit the right of Declarants at any time prior to acquisition of title by a purchaser from Declarants to establish on the Covered Property additional licenses, reservations and rights-of-way to itself, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Covered Property. Declarants reserve the right to alter their construction plans and designs as they deem appropriate. The rights of Declarants hereunder may be assigned to any successor or successors to all or part of said entity's respective interest in the Covered Property, by an express assignment incorporated in a recorded deed or lease, as the case may be, transferring such interest to such successor. Declarants shall exercise their rights contained in this provision in such a way as not to unreasonably interfere with the Members rights to use and enjoy the Covered Property.

Section 16.17 Amendments. Subject to the other provisions of this Declaration, including, without limitation, the rights of Mortgagees pursuant to the Articles hereof entitled "Insurance" and "Protection of Mortgagees", or otherwise, this Declaration may be amended as follows:

(a) Until such time as there is a Class A membership, this Declaration may be canceled or amended by Declarants. Thereafter, as long as there is a Class B membership, any amendments shall require the affirmative vote or written assent of fifty-one percent (51%) of each class of Members. After the Class B membership has been converted to Class A membership, amendments to the Declaration may be enacted by the vote or written assent of seventy-five percent (75%) of the total voting power of the Association; and a bare majority of the votes of Members other than Declarants.

(b) However, the percentage of the voting power necessary to amend a specific clause or provision shall not be less than the percentage of affirmative votes prescribed for action to be taken under that clause. For example, if it is provided that seventy-five percent (75%) of the voting power must agree to an increase in the maximum annual Assessment, then seventy-five percent (75%) of the voting power is

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necessary to amend that provision regardless of the percentage prescribed in paragraph (a) above. Notwithstanding the foregoing, any Owner of the Association may petition the Superior Court of the County of Los Angeles for an order reducing the necessary percentage required under this section to amend this Declaration. The procedure for affecting this petition is set forth in Section 1356 of the California Civil Code as same may be amended from time to time. As amendment made in accordance with the provisions set forth herein shall be effective when executed by the President and Secretary of the Association, who shall certify that the amendment has been approved by the Members, and where appropriate, by the first Mortgagees in the percentages set forth hereinabove, and recorded in the Office of the County Recorder for Los Angeles County.

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

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

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ARTICLE XVII

AUTOMATIC AMENDMENTS AND OTHER EFFECTS  
OF FEDERAL PROGRAMS

Section 17.1 Amendments to Conform with Mortgagee Requirements. It is the intent of Declarants that this Declaration and the Articles and Bylaws of the Association, and the Development in general, shall now and in the future meet all requirements necessary to purchase, guarantee, insure or subsidize any Mortgage of a Residence in the Development by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Federal Housing Administration and the Veterans' Administration. In furtherance of that intent, Declarants expressly reserve the right and shall be entitled by unilateral amendment of the Declaration so long as Declarants own more than twenty-five percent (25%) of the Lots in the Development to amend this Declaration in order to incorporate any provisions or to enter into any agreement on behalf and in the name of the Association that are, in the opinion of any of the cited entities or governmental agencies, required to conform the Declaration, the Articles, the Bylaws or the Development to the requirements of any of the entities or governmental agencies, including without limitation, the execution on behalf of and in the name of the Association of a regulatory agreement between the Association and the Federal Housing Commissioner and any other agreement sufficient to satisfy the requirements for Mortgage purchase, guarantee or insurance by any of said entities or agencies. Declarants are hereby granted an irrevocable power of attorney to execute any such amendment or agreement by and in the name of the Association. Any such provision shall first be approved by the California Department of Real Estate in connection with its issuance of a final subdivision public report or amendment to it with respect to the Development. Each Owner of a Lot and each Mortgagee of a Lot by acceptance of a deed or encumbrance of a Lot consents to the incorporation in this Declaration of any such provision and to the execution of any amendment or regulatory agreement and agrees to be bound by any such provisions as if they were incorporated in this Declaration. The Board and each Owner shall take any action or shall adopt any resolutions required by Declarants or any Mortgagee to conform this Declaration or the Development to the requirements of any of said entities or agencies.

IN WITNESS WHEREOF, the undersigned has executed this Declaration as of the date first set forth above.

J.M. PETERS COMPANY, INC.  
a Nevada corporation

By: 

Its: VICE PRES

A-M HOMES, A CALIFORNIA LIMITED PARTNERSHIP

By: A-M Homes, Inc., a Delaware corporation,  
Its Managing General Partner

By: 

Rhonda L. Heacock, Its Authorized  
Agent

ARTICLE XVIII

POST TENSION CONCRETE SYSTEM

Section 18.1 Post Tension Concrete Slab/Expansive Soil. Due to certain underlying expansive soil conditions, the homes on certain lots identified as Lots 31 through 40, inclusive, and 58 through 71, inclusive, of Tract 49838 on certain Supplementary Declarations that certain Owners are purchasing have been built using a Post Tension Concrete System ("System"). The system involves placing steel cables under high tension in the concrete/foundation located beneath the house. Any attempt to alter or pierce the foundation and/or slab (for example, saw cutting, drilling, or installation of subterranean improvements such as new plumbing or a floor safe) could damage the integrity of the System and/or cause serious personal injury or property damage. Owner, by acceptance of the Deed to his Lot, hereby agrees that Declarant shall not be responsible for any damage or injury resulting from the alteration of the slab or foundation or Declarant's home by Owner or any employee, agent, family member, or representative of Owner.

Additionally, said expansive soil conditions should be taken into consideration before the construction or installation by Owner (or any of Owner's contractors or agents) of patios, pools, spas, or any improvements within Owner's Lot.

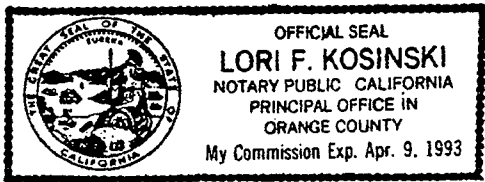
Because of said expansive soil conditions, Declarant advises Owner to consult with a soil engineer, civil engineer, or other specialist prior to commencing any construction on Owner's Lot.

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STATE OF CALIFORNIA )  
COUNTY OF Orange ) ss.

On October 21, 1991, before me, the undersigned, a Notary Public in and for said State, personally appeared Richard D. Bradshaw, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as Vice President and Secretary, on behalf of J.M. PETERS COMPANY, INC., the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS my hand and official seal.

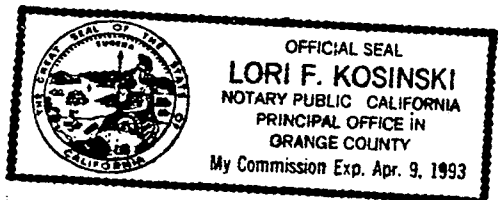


Lori F. Kosinski  
Notary Public in and for said State

STATE OF CALIFORNIA )  
COUNTY OF ORANGE ) ss.

On October 21, 1991, before me, the undersigned, a Notary Public in and for said State, personally appeared RHONDA L. HEACOCK, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as Authorized Agent on behalf of **A-M HOMES, INC., a Delaware corporation**, the corporation therein named, and acknowledged to me that said corporation executed the within instrument pursuant to its Bylaws or a resolution of its Board of Directors, said corporation being known to me to be a general partner of A-M HOMES, a California limited partnership, the partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner of A-M HOMES, and that such partnership executed the same.

WITNESS my hand and official seal.



Lori F. Kosinski  
Notary Public in and for said State

91-1709875



EXHIBIT "A"

LEGAL DESCRIPTION OF THE COVERED PROPERTY

Lots 6 - 12 inclusive and 29 - 33 inclusive, of Tract 49837 recorded on June 24, 1991 in book 1175, pages 41 - 45 of maps, official records of Los Angeles County.

91-1709875

EXHIBIT "B"

LEGAL DESCRIPTION OF THE COMMON AREA

Lots 59, 60 and 61 inclusive, of Tract 49837 recorded on June 24, 1991 in book 1175, pages 41 - 45 of maps, official records of Los Angeles County.

91-1709875

EXHIBIT "C"

PROPERTY SUBJECT TO ANNEXATION

PROPERTY OWNED BY A-M HOMES

Lots 1-5, 13-28, 34-58, and 62 of Tract 49837 in the City of La Mirada, County of Los Angeles, State of California, as shown on the map filed in Book 1175, Pages 41 through 45, inclusive, of Map Books in the Office of the County Recorder of said County, as recorded on 6-24-91.

Lots 1 through 91, inclusive, of Tract 49838 in the City of La Mirada, County of Los Angeles, State of California, as shown on the map filed in Book 1175, Pages 46 through 50, inclusive, of Map Books in the Office of the County Recorder of said County, as recorded on 6-24-91.

PROPERTY OWNED BY J.M. PETERS COMPANY, INC.

Parcel 3 of Parcel Map No. 20324, in the city of La Mirada, as per map filed in Book 233 Pages 80 to 85 inclusive of maps, in the office of the county recorder of said county.

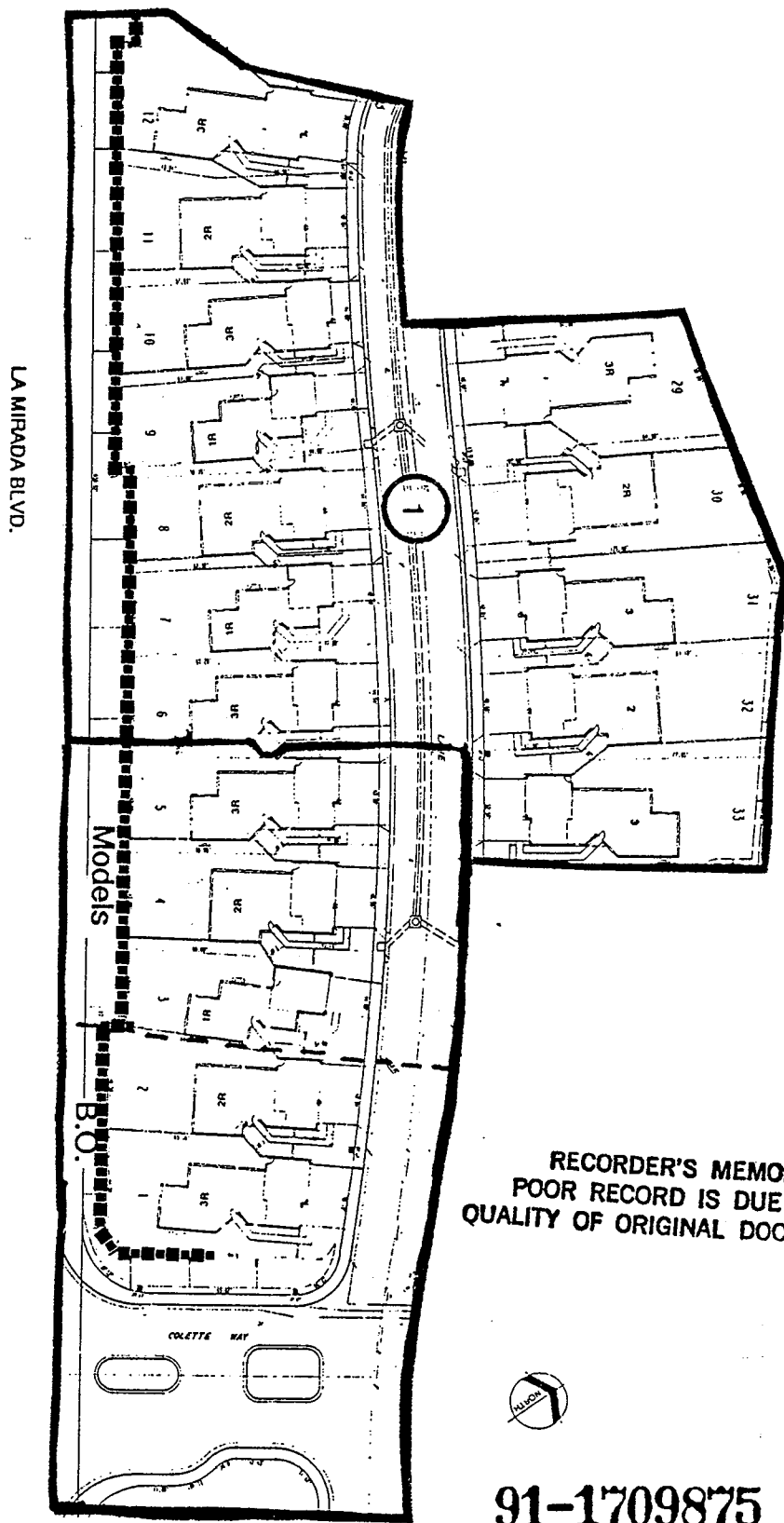
EXCEPTING therefrom all those portions within Tract No. 49837, as per map recorded in Book 1175 Pages 41 to 45 inclusive of maps, in the office of the county recorder of said county.

ALSO EXCEPTING therefrom all those portions within Tract No. 49838, as per map recorded in Book 1175 Pages 46 to 50 inclusive of maps, in the office of the county recorder of said county.

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■■■■■ EXTERIOR PORTION OF WALLS MAINTAINED BY ASSOCIATION

TRACT 49837



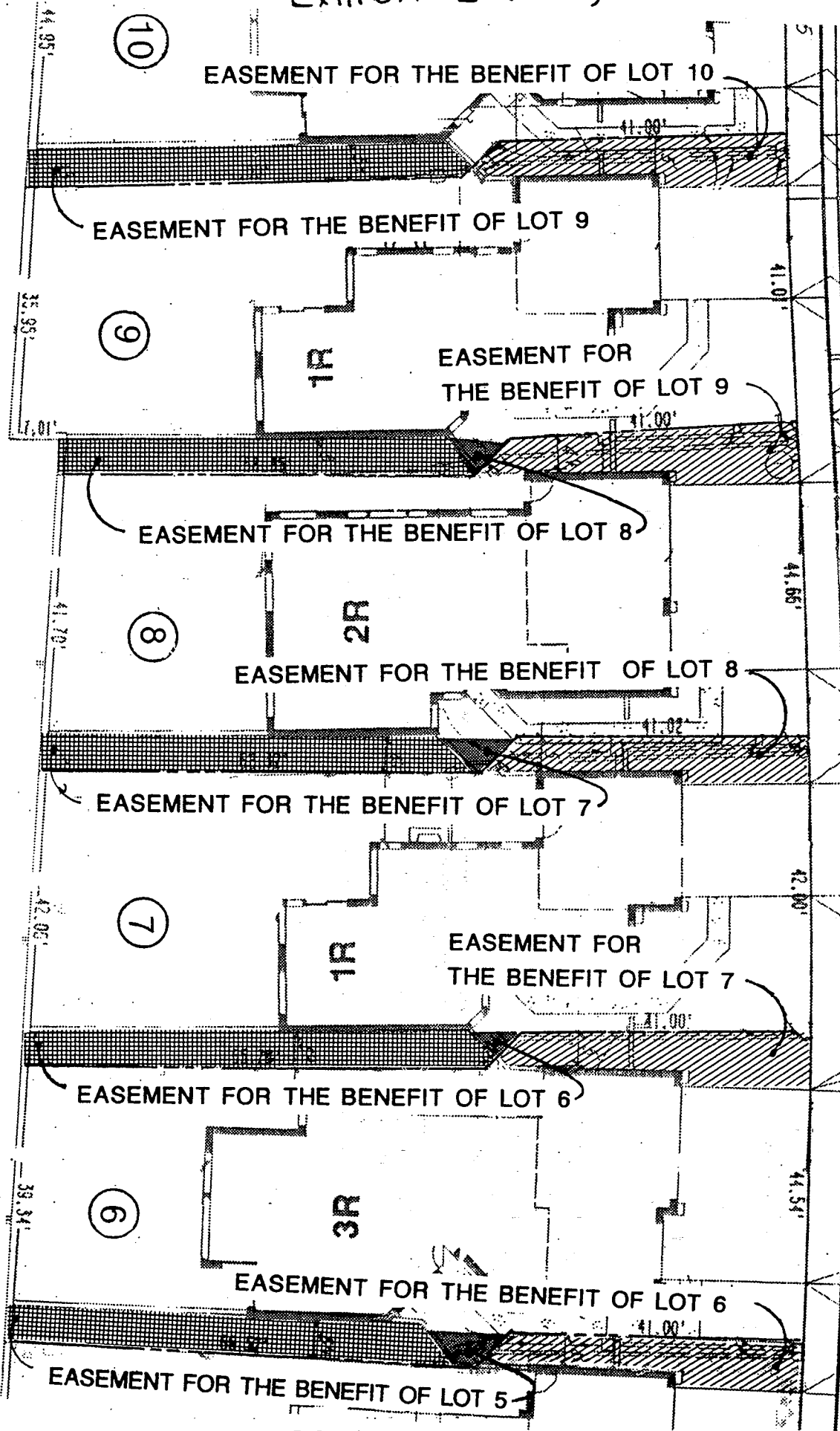
RECORDER'S MEMO:  
POOR RECORD IS DUE TO  
QUALITY OF ORIGINAL DOCUMENT






91-1709875



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NORMANDY

-  SIDEYARD & DRAINAGE ESM'T (FRONT)
-  SIDEYARD & DRAINAGE ESM'T (REAR)
-  UNDERGROUND DRAINAGE ESM'T

**NOTE:**  
 THIS PLAN IS INTENDED TO PROVIDE INFORMATION REGARDING SIDEYARD & DRAINAGE EASEMENTS. ALL ADDITIONAL INFORMATION SHOWN, INCLUDING WALLS, IS PRELIMINARY AND SUBJECT TO CHANGE AT AM HOMES SOLE DISCRETION ANY DEPICTION OF BOUNDARIES, BUILDING LOCATIONS, BUILDING SETBACKS, AND USABLE YARD SPACE ON THIS EXHIBIT IS INTENDED ONLY AS GENERAL GUIDE AND IS NOT INTENDED AS A TOPOGRAPHICAL OR LEGAL PRESENTATION OF THE PROPERTY. ACTUAL BUILDING LOCATIONS AND BOUNDARIES MAY DIFFER TO SOME DEGREE FROM THIS DEPICTION.

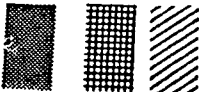
TRACT 49837

PREPARED FOR:

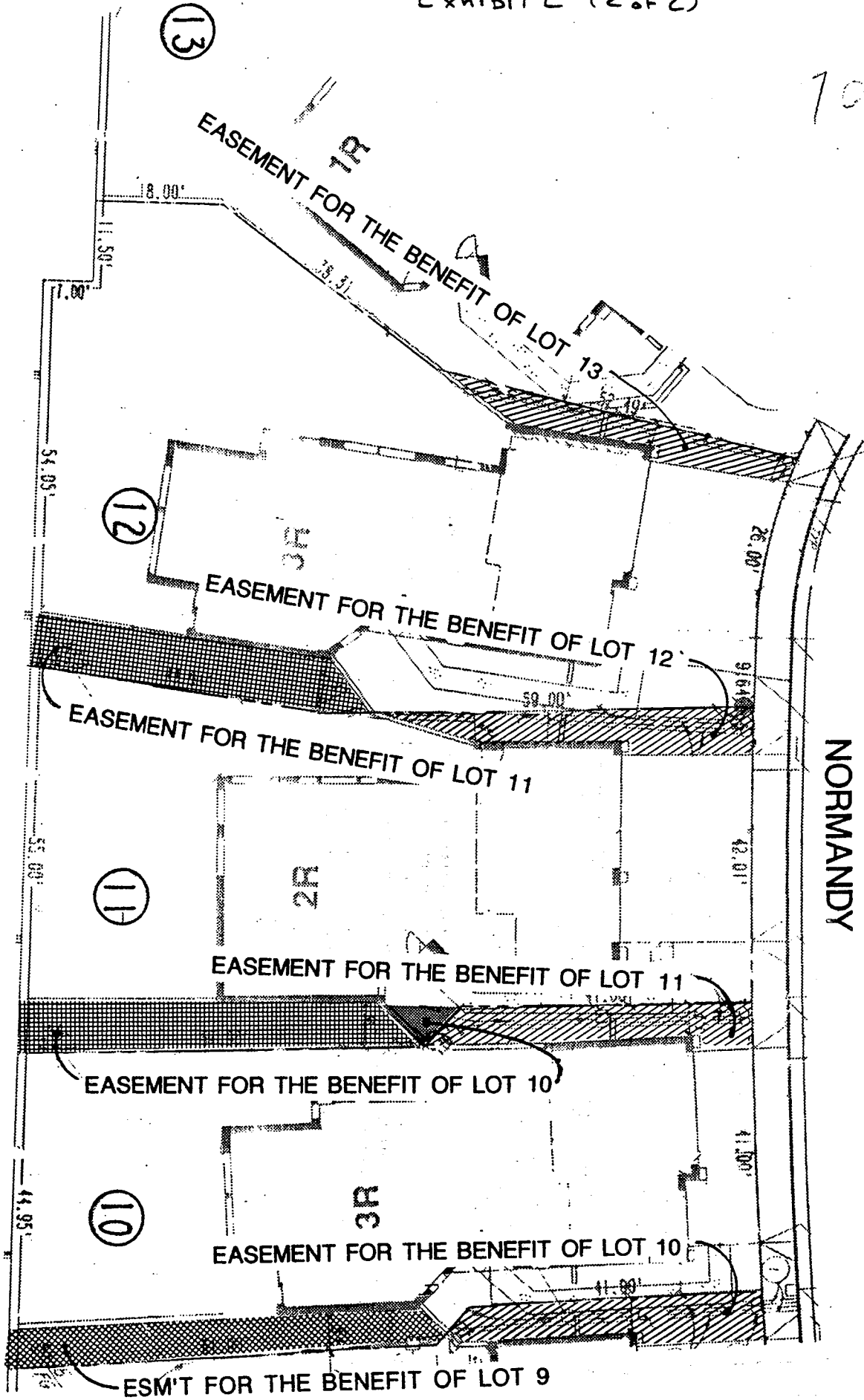
**AMM HOMES**  
 Southern California Region  
 7100 West Newport Plaza  
 Newport Beach, California 92660  
 (714) 852-9411  
 FAX (714) 756-0919

91-1709875

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SIDEYARD & DRAINAGE ESM'T (FRONT)  
 SIDEYARD & DRAINAGE ESM'T (REAR)  
 UNDERGROUND DRAINAGE ESM'T



NORMANDY

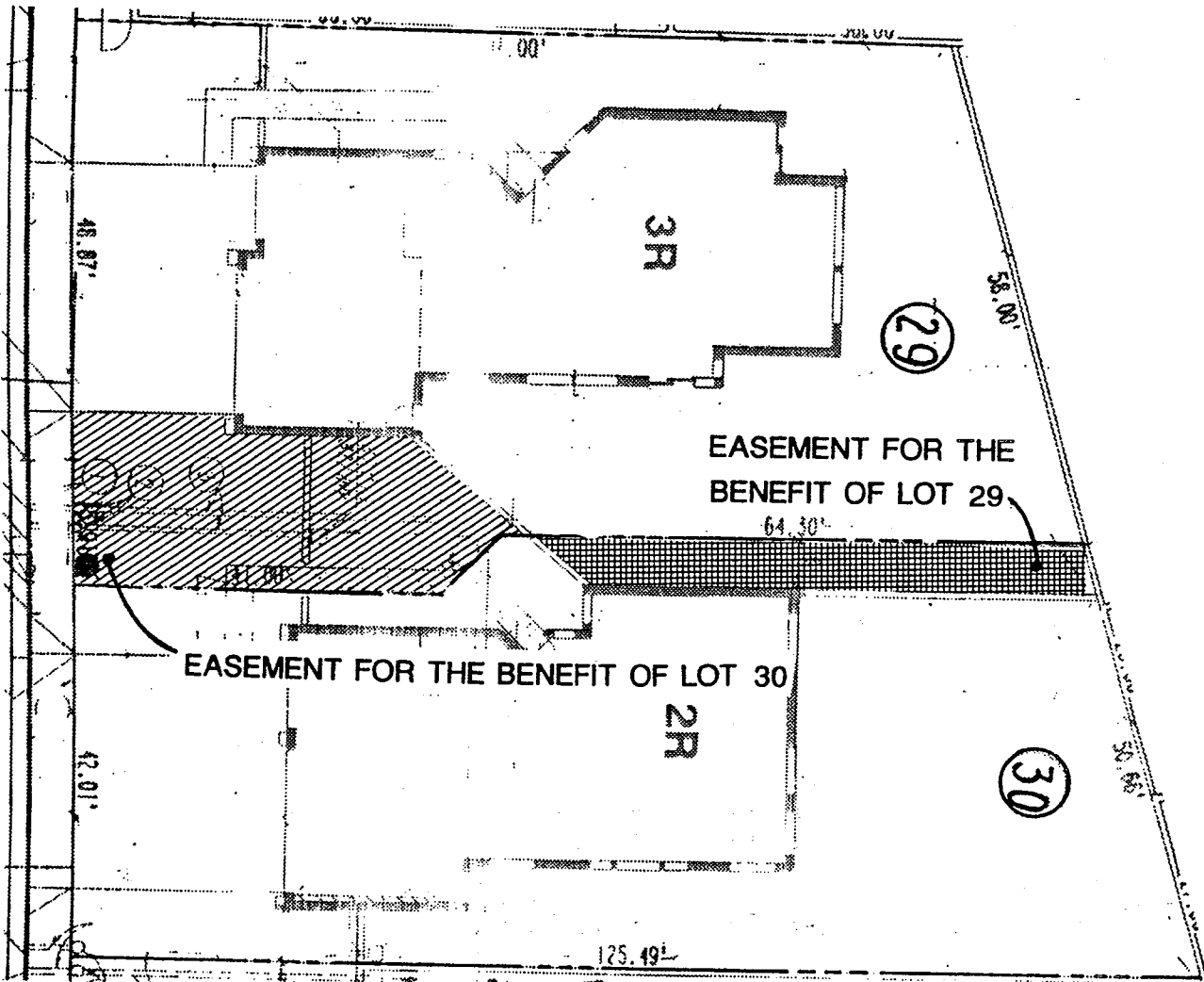
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TR 49837  
 PREPARED FOR:

**AM HOMES**  
 Southern California Region  
 7 Upper Newport Plaza  
 Newport Beach, California 92660  
 (714) 852-2411  
 FAX (714) 756-0919

91-1709875



# NORMANDY

SIDEYARD & DRAINAGE ESM'T (FRONT)

SIDEYARD & DRAINAGE ESM'T (REAR)

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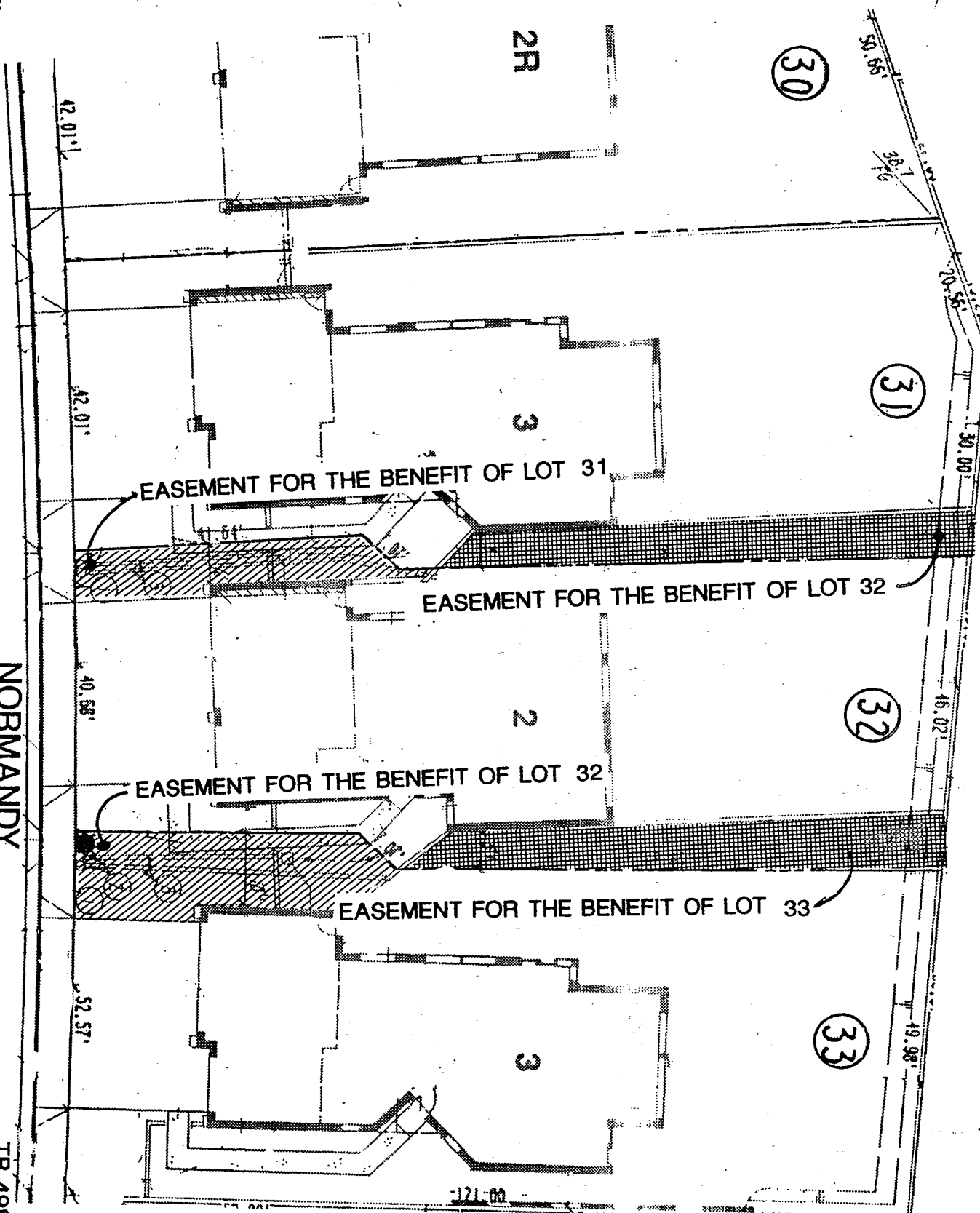
91-1709875

TR 49837  
PREPARED FOR:



Southern California Region  
 71000 Newport Plaza  
 Newport Beach  
 California 92660  
 (714) 852-2211  
 FAX: (714) 556-0919





SIDEYARD & DRAINAGE ESM'T (FRONT)

SIDEYARD & DRAINAGE ESM'T (REAR)

**NOTE:**  
 THIS PLAN IS INTENDED TO PROVIDE INFORMATION REGARDING SIDEYARD & DRAINAGE EASEMENTS. ALL ADDITIONAL INFORMATION SHOWN, INCLUDING WALLS, IS PRELIMINARY AND SUBJECT TO CHANGE AT AN HOMES SOLE DISCRETION. ANY DEPICTION OF BOUNDARIES, BUILDING LOCATIONS, BUILDING SETBACKS, AND USABLE YARD SPACE ON THIS EXHIBIT IS INTENDED ONLY AS GENERAL GUIDE AND IS NOT INTENDED AS A TOPOGRAPHICAL OR LEGAL PRESENTATION OF THE PROPERTY. ACTUAL BUILDING LOCATIONS AND BOUNDARIES MAY VARY TO SOME DEGREE FROM THIS DEPICTION.

# NORMANDY

TR 49837  
PREPARED FOR:

**AWM HOMES**  
 Southern California Region  
 7 Upper Newport Place  
 Newport Beach, California 92660  
 (714) 852-9111  
 FAX (714) 756-0919

91-1709875




**SUBORDINATION AGREEMENT**

SECURITY PACIFIC NATIONAL BANK, a national banking association, being the beneficiary under the certain deed of trust recorded July 2, 1991, as Instrument No. 91-1011866 with the Office of the County Recorder of Los Angeles, County, California, hereby declares that the lien and charge of said deed of trust is and shall be subordinate and inferior to that certain Declaration of Covenants, Condition, Restrictions and Reservation of Easements for La Mirada Village Homeowners Association (the "Declaration") to which this Subordination Agreement is attached. The execution of this Subordination Agreement by the undersigned shall in no way constitute a waiver by the undersigned of its rights under any of the lender protection provisions of the Declaration, including, without limitation, the provisions of Section 3.11 and Article XV of the Declaration.

Dated: 8-1-91

SECURITY PACIFIC NATIONAL BANK,  
a national banking association

By: 

Its: CYNTHIA RODRIGUEZ  
FIRST VILLAGE PRESIDENT

By: \_\_\_\_\_

Its: \_\_\_\_\_

(ATTACH NOTARY)

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ACKNOWLEDGEMENT

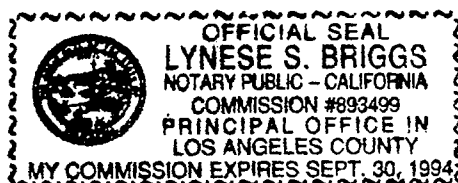
State of California  
County of Los Angeles

On August 1, 1991 before me, the undersigned, a Notary Public in and for said State, personally appeared Enrique Rodriguez known to me to be the First Vice President of the SECURITY PACIFIC NATIONAL BANK, the association that executed the within Instrument, known to me to be the person who executed the within Instrument on behalf of the association therein named, and acknowledged to me that such association the same, and acknowledged to me that such association executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

Witness my hand and official seal.

Signature

Lynese S. Briggs



91-1709875

92 1908173

RECORDED AT THE REQUEST OF  
AND WHEN RECORDED MAIL TO:  
A-M HOMES  
7 Upper Newport Plaza  
Newport Beach, CA 92660  
Attn: Rhonda Heacock

RECORDED IN OFFICIAL RECORDS  
OF LOS ANGELES COUNTY, CA.  
OCT 15 1992 AT 8 A.M.  
Recorder's Office

FEE \$55.00 E

(Space Above for Recorder's Use Only)

THIRTEENTH SUPPLEMENTARY DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION  
OF EASEMENTS AND NOTICE OF ANNEXATION FOR  
LA MIRADA VILLAGE HOMEOWNERS ASSOCIATION

THIS THIRTEENTH SUPPLEMENTARY DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS  
AND NOTICE OF ANNEXATION FOR LA MIRADA VILLAGE HOMEOWNERS  
ASSOCIATION ("Thirteenth Supplementary Declaration") is made  
this 12th day of October, 1992, by A-M HOMES, a California  
limited partnership ("Declarant").

R E C I T A L S

A. A Declaration of Covenants, Conditions,  
Restrictions and Reservation of Easements for La Mirada Village  
Homeowners Association (the "Declaration") has heretofore been  
recorded on October 29, 1991, as Instrument No. 91-1709875,  
Official Records of Los Angeles County, California. The  
Declaration was amended in that certain First Amendment to  
Declaration of Covenants, Conditions, Restrictions and  
Reservation of Easements for La Mirada Village Homeowners  
Association recorded on December 20, 1991 as Instrument No. 91-  
2003448, Official Records of Los Angeles County, California.

B. A First Supplementary Declaration of Covenants,

THIS INSTRUMENT FILED FOR RECORD BY FIRST AMERICAN  
TITLE CO. OF L.A. AS AN ACCOMMODATION ONLY. IT HAS NOT  
BEEN EXAMINED AS TO ITS EXECUTION OR AS TO ITS  
EFFECT UPON TITLE.

4212132-8

Conditions, Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("First Supplementary Declaration") and a Second Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Second Supplementary Declaration") and a Third Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Third Supplementary Declaration") and a Fourth Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Fourth Supplementary Declaration") and a Fifth Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Fifth Supplementary Declaration") and a Sixth Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Sixth Supplementary Declaration") and a Seventh Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Seventh Supplementary Declaration") and an Eighth Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Eighth Supplementary Declaration") and a Ninth Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village

Homeowners Association ("Ninth Supplementary Declaration") and a Tenth Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Tenth Supplementary Declaration") and an Eleventh Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Eleventh Supplementary Declaration") and a Twelfth Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Twelfth Supplementary Declaration") have heretofore been recorded.

C. The Declaration has not been otherwise previously amended, or supplemented.

D. Declarant now wishes to add additional property to said Development and thereby extend the size of the Homeowners Association.

**NOW, THEREFORE, IT IS DECLARED AS FOLLOWS:**

1. Declarant is the owner of the real property described in Exhibit "A" attached hereto.
2. Declarant hereby annexes the real property described in Exhibit "A" attached hereto, and makes it a part of the Development established in the Declaration and by virtue hereof said annexed property shall be subject to all of the terms and provisions of said Declaration which, by this reference, is incorporated herein and made a part hereof. This annexation is being effected pursuant to Section 14.2 of ARTICLE

XIV "Annexations" of the Declaration and is in conformance with a detailed plan of phased development as submitted to the California Department of Real Estate with the application for a public report for the fourteenth Phase of the Covered Property.

3. The recordation of this Thirteenth Supplementary Declaration shall constitute and effectuate the annexation of the annexed property, described on Exhibit "A," making said property subject to the Declaration and subject to the functions, powers and jurisdiction of La Mirada Village Homeowners Association, a California corporation, (the "Association"), as provided in the Declaration and thereafter said real property shall be part of the Covered Property as that term is defined in the Declaration. All of the Owners of Residences in the annexed property shall automatically be Members of the Association and Owners under the Declaration and be entitled to voting rights as provided in the Declaration. The Association shall be responsible to maintain the Common Area as identified on Exhibit "A" attached hereto.

4. All easements reserved by Declarant in the Declaration are hereby reserved over the annexed property, together with the right to grant and transfer the same as provided in the Declaration.

5. There is hereby created by Declarant and its successors and assigns, together with the right to grant and transfer the same, certain sideyard easements, which are depicted on Exhibit "B" attached hereto, which easements shall

be part of the Declaration as said term is used and defined in Section 13.11 of the Declaration.

6. No Assessment or voting rights called for by the Declaration shall commence as to any Residence within the annexed property until the first day of the first month following the close of escrow causing the first transfer of a Residence within the annexed property to an Owner, at which time Assessments and voting rights shall commence as to all Residences in the annexed property.

7. The Association shall have the duty, as set forth in Section 7.1 of the Declaration, to maintain, repair, replace, and make necessary improvements to the Common Area Lots annexed hereby, identified, and more fully described on Exhibit "A," attached hereto.

(SIGNATURES NEXT PAGE)



IN WITNESS WHEREOF, Declarant has executed this Thirteenth Supplementary Declaration of Covenants, Conditions, Restrictions and Reservation of Easements and Notice of Annexation for La Mirada Village Homeowners Association on the date first above written.

"DECLARANT"

A-M HOMES, a California limited partnership

By: PGC HOLDINGS, INC., a California corporation, Its General Partner

By: H. Lawrence Webb

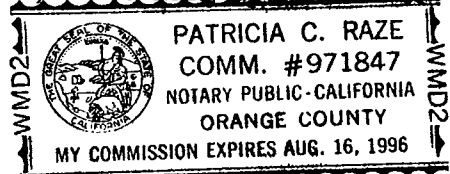
Its: Vice President

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF ORANGE )

On October 13, 1992, before me, Patricia C. Raze, personally appeared H. LAWRENCE WEBB, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Patricia C. Raze



**92-1908173** (Notary Seal)

**EXHIBIT "A"**

**THE PROPERTY**

**RESIDENTIAL LOTS**

Lots 1 through 12, inclusive, and Lots 18 through 28, inclusive, of Tract 49839 in the City of La Mirada, County of Los Angeles, State of California, as shown on the Map filed in Book 1190, Pages 81 through 85, inclusive, of Map Books in the Office of the County Recorder of said County, as recorded on 7-29-92.

**COMMON AREA**

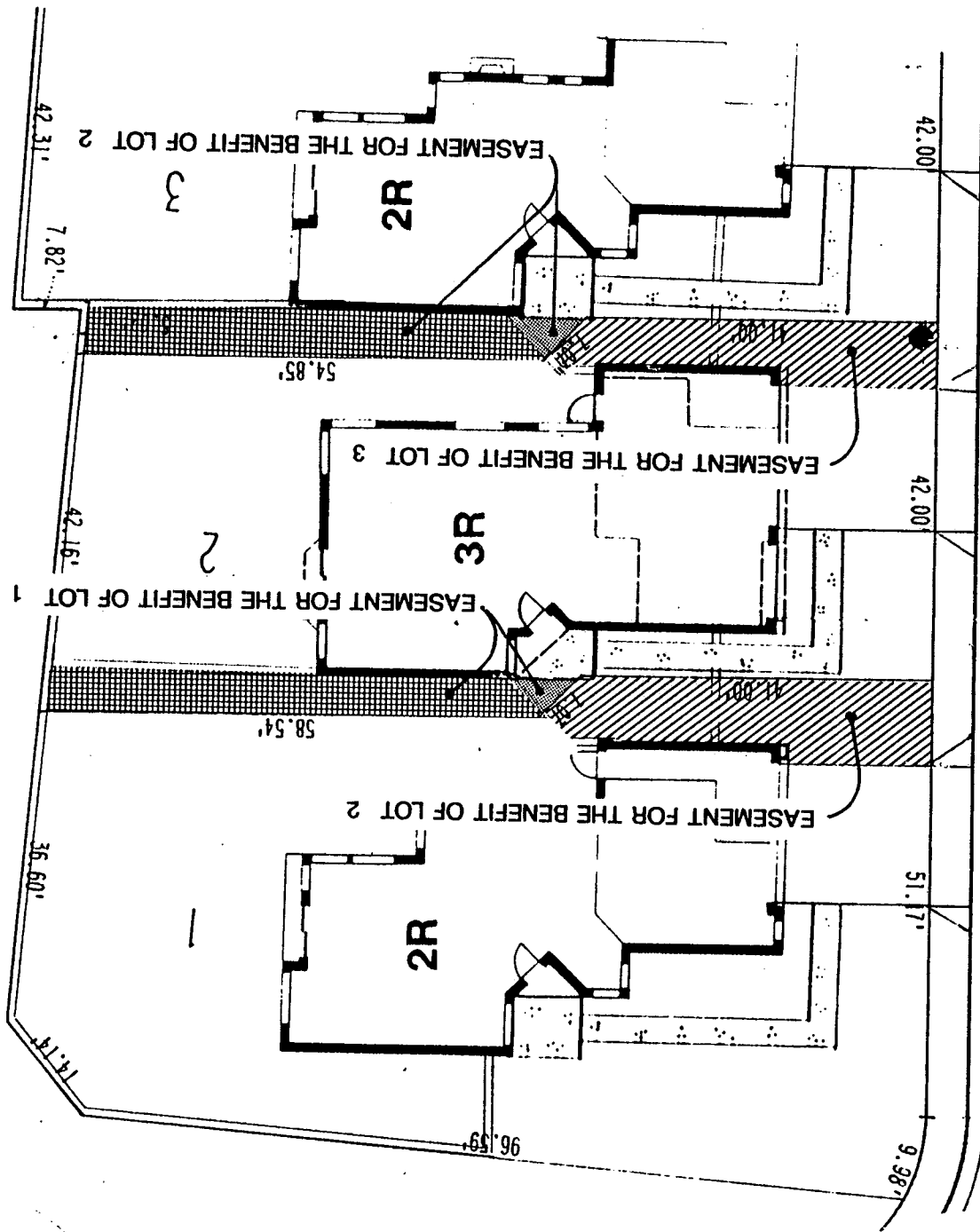
Lots 53 through 58, inclusive, of Tract 49839 in the City of La Mirada, County of Los Angeles, State of California, as shown on the Map filed in Book 1190, Pages 81 through 85, inclusive, of Map Books in the Office of the County Recorder of said County, as recorded on 7-29-92.



TR 49839

PREPARED FOR:

Southern California  
Region  
Upper Newport Beach  
Newport Beach  
California 92660  
1/714.852.9211  
FAX 1/714.755.0919



SAN SIMON

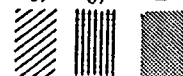
NOTE:

THIS PLAN IS INTENDED TO PROVIDE INFORMATION REGARDING SIDEYARD & DRAINAGE EASEMENTS. ALL ADDITIONAL INFORMATION SHOWN, INCLUDING WALLS, IS PRELIMINARY AND SUBJECT TO CHANGE AT AM HOMES SOLE DISCRETION. ANY DEPICTION OF BOUNDARIES, BUILDING LOCATIONS, BUILDING SETBACKS, AND USABLE YARD SPACE ON THIS EXHIBIT IS INTENDED ONLY AS GENERAL GUIDE AND IS NOT INTENDED AS A TOPOGRAPHICAL OR LEGAL PRESENTATION OF THE PROPERTY. ACTUAL BUILDING LOCATIONS AND BOUNDARIES MAY DIFFER TO SOME DEGREE FROM THIS DEPICTION.

SIDEYARD & DRAINAGE ESM'T (FRONT)

SIDEYARD & DRAINAGE ESM'T (REAR)

UNDERGROUND DRAINAGE ESM'T



92 1908173



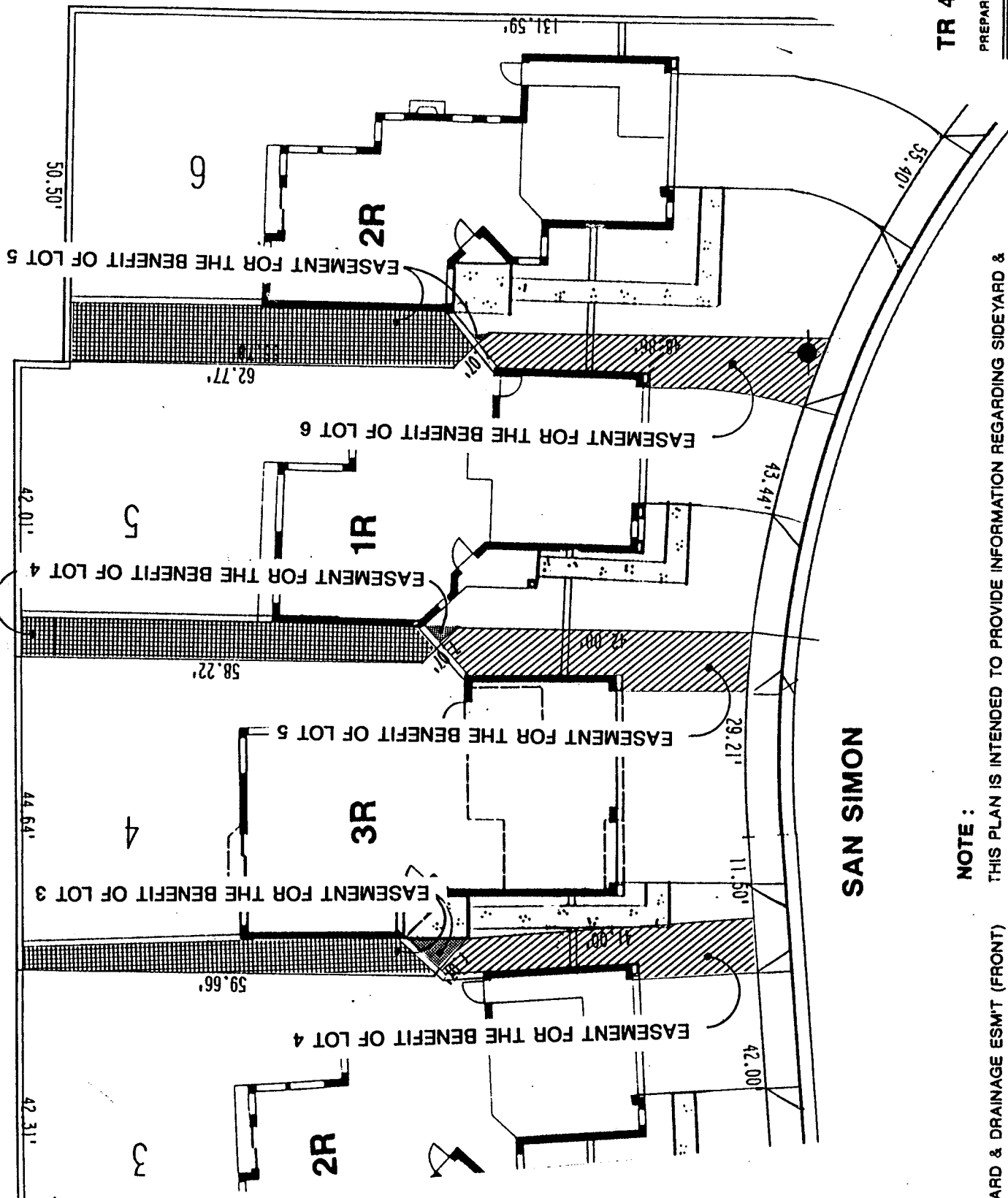
TR 49839

PREPARED FOR :



Southern California  
Region  
7 Upper Newport Plaza  
Newport Beach  
California 92640  
(714) 852 9111  
FAX (714) 756 0919




3-3-92



SAN SIMON

NOTE :

THIS PLAN IS INTENDED TO PROVIDE INFORMATION REGARDING SIDEYARD & DRAINAGE EASEMENTS. ALL ADDITIONAL INFORMATION SHOWN, INCLUDING WALLS, IS PRELIMINARY AND SUBJECT TO CHANGE AT AM HOMES SOLE DISCRETION. ANY DEPICTION OF BOUNDARIES, BUILDING LOCATIONS, BUILDING SETBACKS, AND USABLE YARD SPACE ON THIS EXHIBIT IS INTENDED ONLY AS GENERAL GUIDE AND IS NOT INTENDED AS A TOPOGRAPHICAL OR LEGAL PRESENTATION OF THE PROPERTY. ACTUAL BUILDING LOCATIONS AND BOUNDARIES MAY DIFFER TO SOME DEGREE FROM THIS DEPICTION.

-  SIDEYARD & DRAINAGE ESMT (FRONT)
-  SIDEYARD & DRAINAGE ESMT (REAR)
-  UNDERGROUND DRAINAGE ESMT

92 1908173

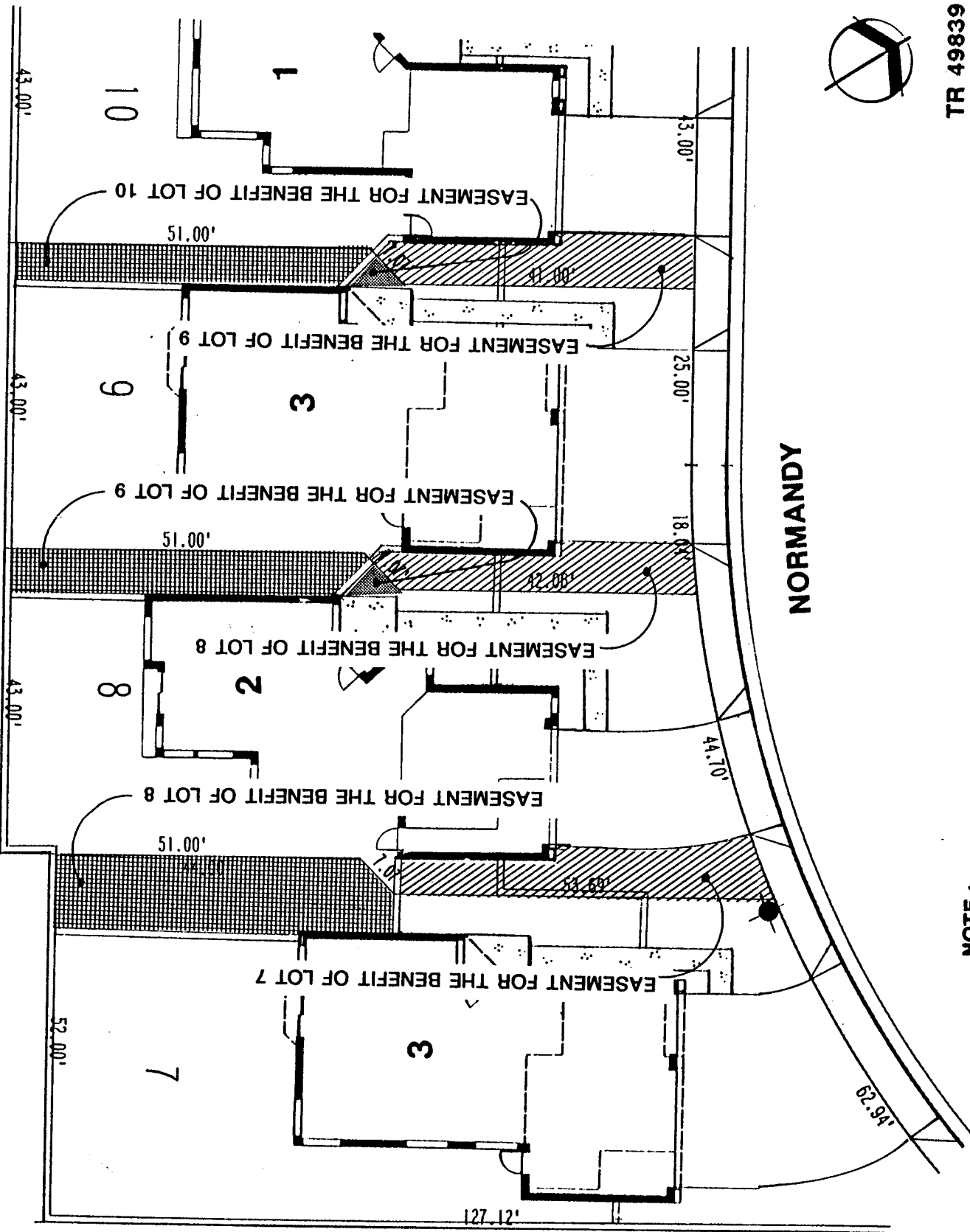
Southern California  
Region  
7 Upper Newport Place  
Newport Beach  
California 92660  
(714) 852 9111  
FAX (714) 756 0919

TR 49839

PREPARED FOR :



3-3-92



NORMANDY

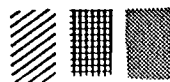
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SIDEYARD & DRAINAGE ESM'T (FRONT)

SIDEYARD & DRAINAGE ESM'T (REAR)

UNDERGROUND DRAINAGE ESM'T



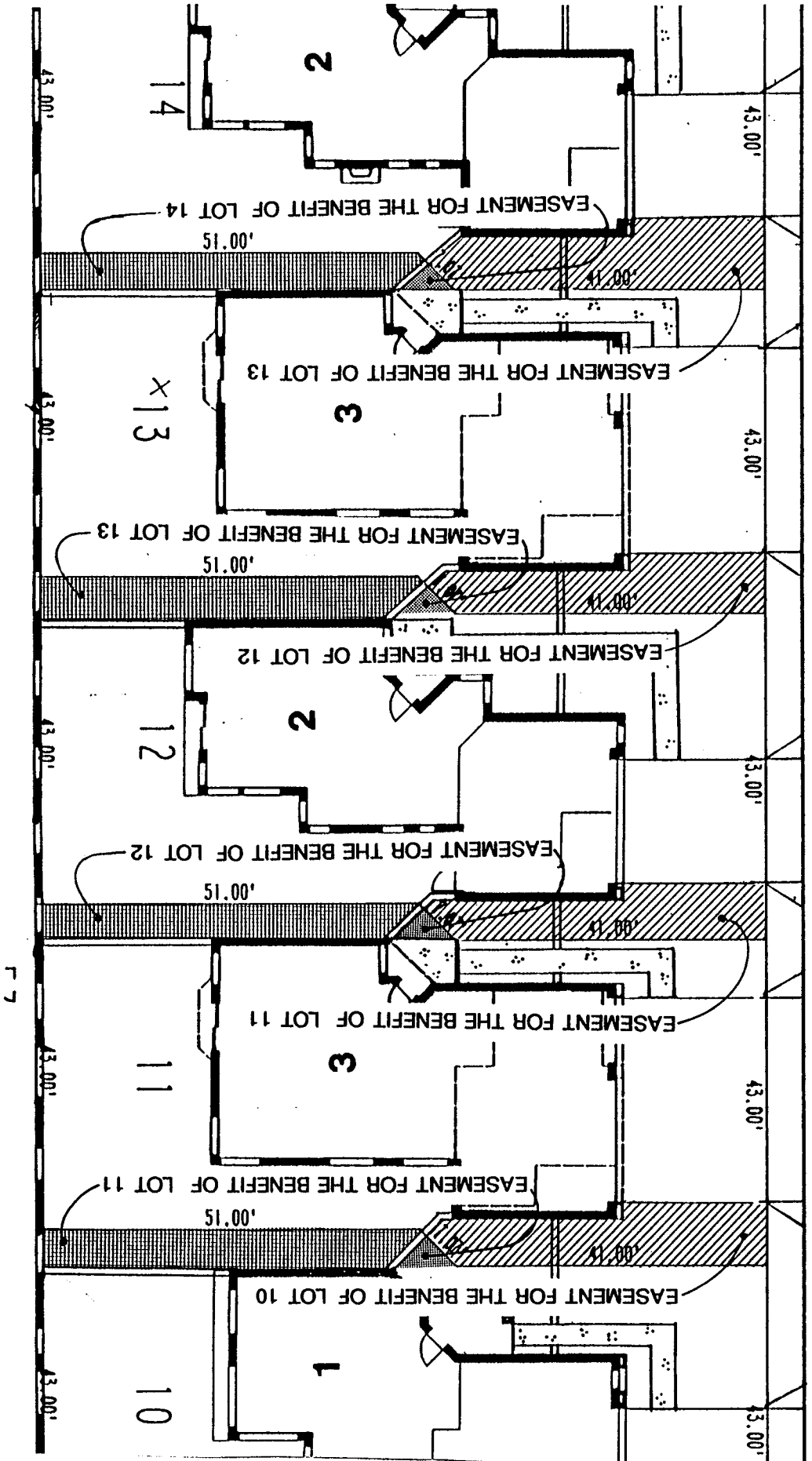
92 1908173

PREPARED FOR :  
**AM HOMES**  
 Southern California Region  
 7 Upper Newport Plaza  
 Newport Beach  
 California 92660  
 (714) 852-9411  
 FAX (714) 758-0919

TR 49839



3-3-02

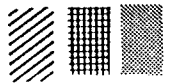


**NORMANDY**

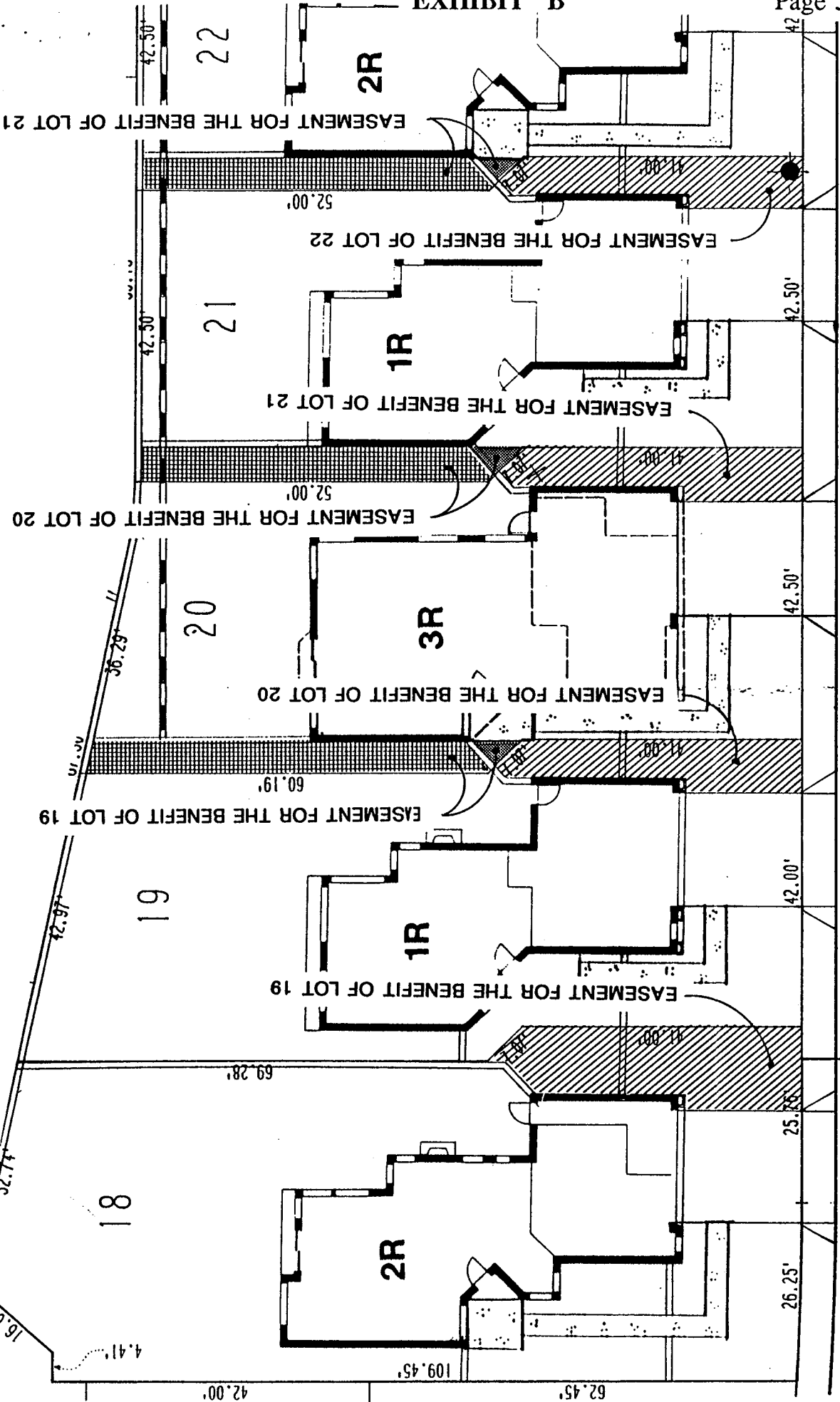
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- SIDEYARD & DRAINAGE ESMT (FRONT)
- SIDEYARD & DRAINAGE ESMT (REAR)
- UNDERGROUND DRAINAGE ESMT



92 1908173



321806192

TR 49839

PREPARED FOR :

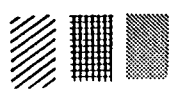


**NORMANDY**

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- SIDEYARD & DRAINAGE ESM'T (FRONT)
- SIDEYARD & DRAINAGE ESM'T (REAR)
- UNDERGROUND DRAINAGE ESM'T



Southern California  
Region  
7 Upper Newport Plaza  
Newport Beach  
California 92660  
(714) 852 9411  
FAX (714) 756 0919

3-3-92

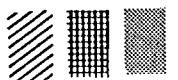
TR 49839

PREPARED FOR :

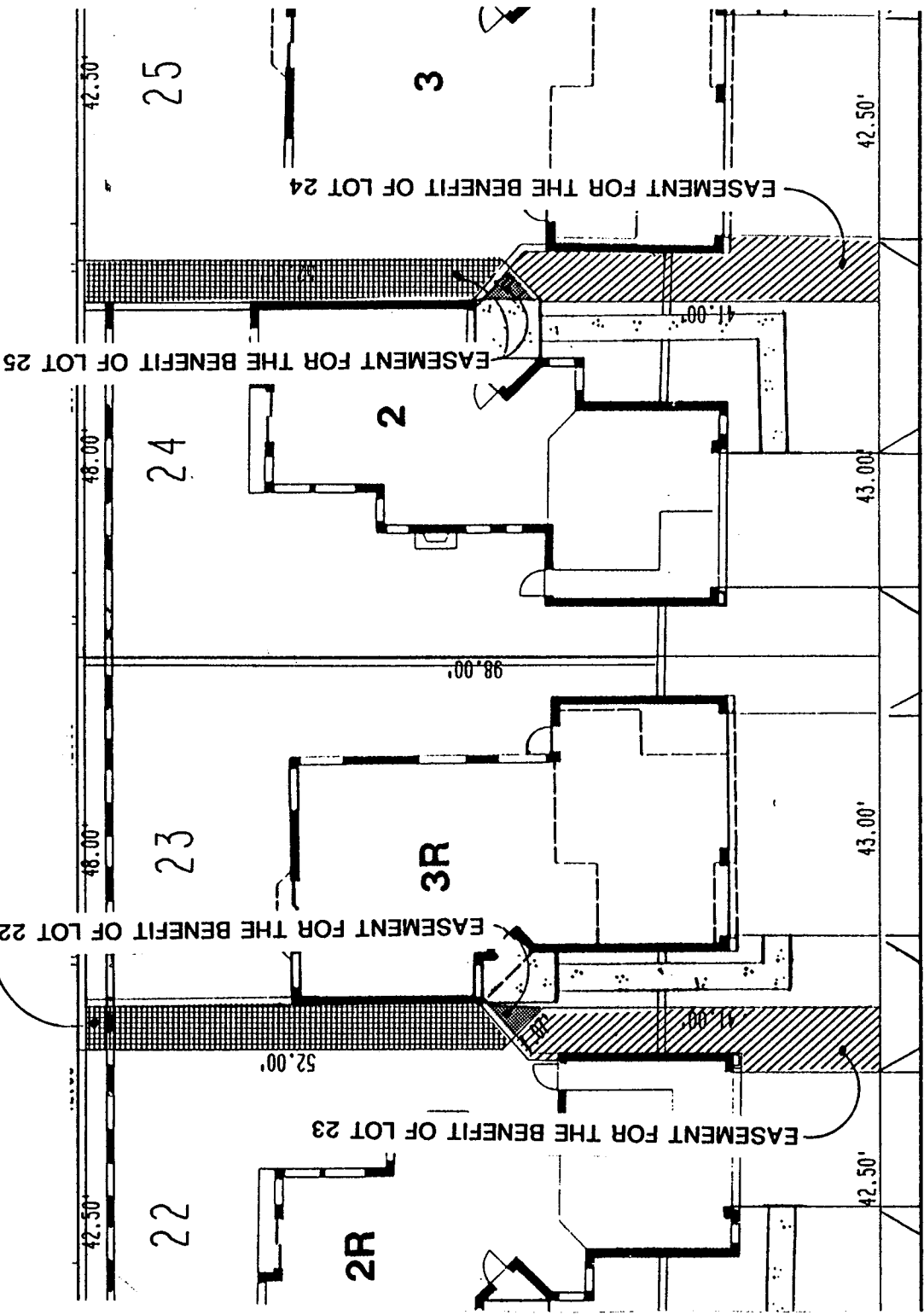
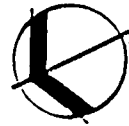


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- SIDEYARD & DRAINAGE ESM'T (FRONT)
- SIDEYARD & DRAINAGE ESM'T (REAR)
- UNDERGROUND DRAINAGE ESM'T

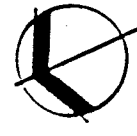
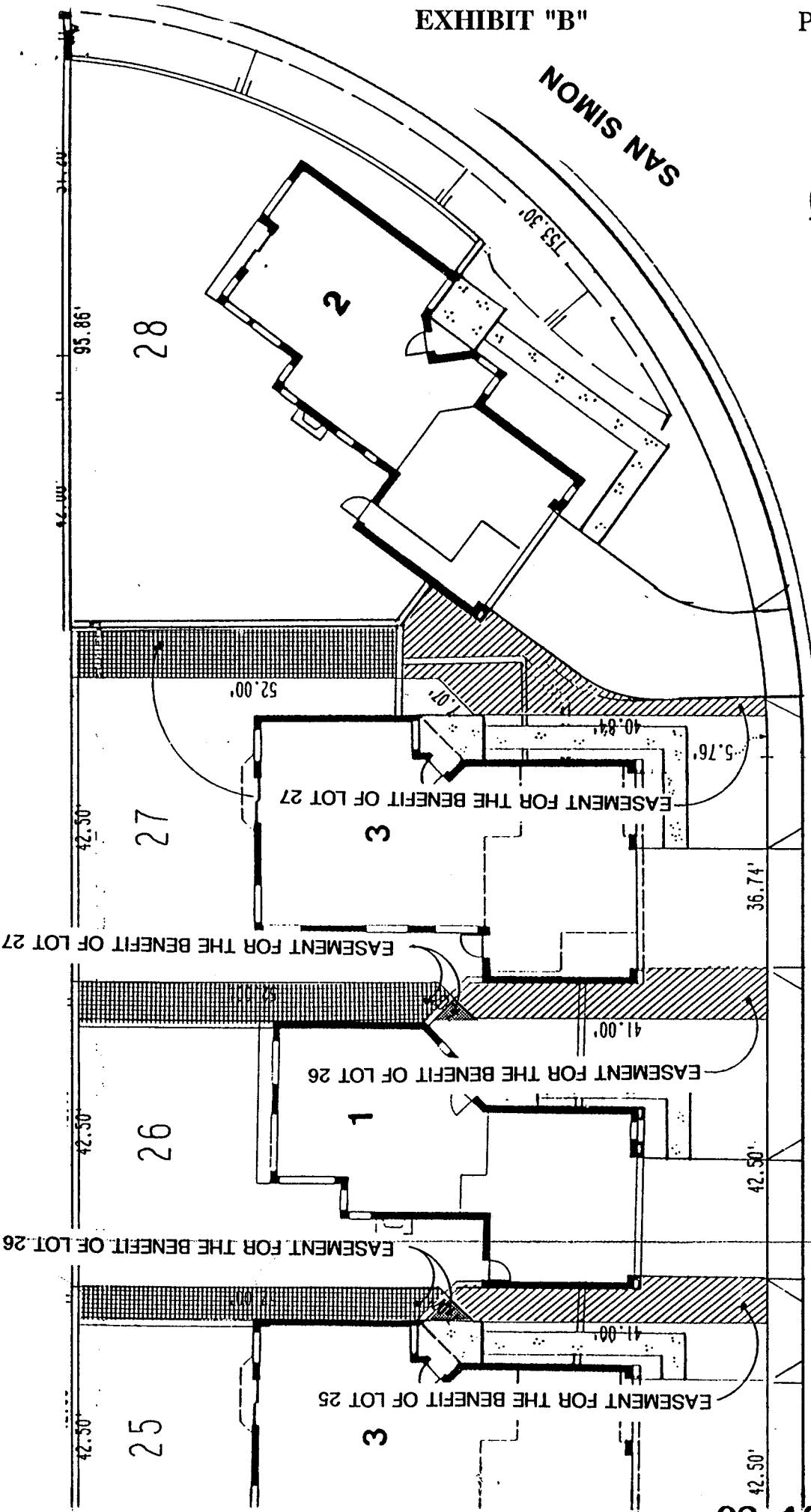


# NORMANDY



92 1908173





TR 49839

PREPARED FOR :

Southern California  
Region  
7 Upper Newport Plaza  
Newport Beach  
California 92660  
(714) 452 3411  
FAX (714) 756 0918



3-3-92

**NORMANDY**

**NOTE :**

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- SIDEYARD & DRAINAGE ESM'T (FRONT)
- SIDEYARD & DRAINAGE ESM'T (REAR)
- UNDERGROUND DRAINAGE ESM'T



92 1908173

**SUBORDINATION AGREEMENT**

BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, successor by merger to Security Pacific National Bank, being the beneficiary under that certain deed of trust recorded September 30, 1992, as Instrument No. 92-1831207 with the Office of the County Recorder of Los Angeles County, California, hereby declares that the lien and charge of said deed of trust is and shall be subordinate and inferior to that certain Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for La Mirada Village Homeowners Association (the "Declarant") referred to in the Thirteenth Supplementary Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for La Mirada Village Homeowners Association to which this Subordination Agreement is attached, and to the Thirteenth Supplementary Declaration of Covenants, Conditions, Restrictions and Reservation of Easements and Notice of Annexation for La Mirada Village Homeowners Association. The execution of this Subordination Agreement by the undersigned shall in no way constitute a waiver by the undersigned of its rights under any of the lender protection provisions of the Declaration, including, without limitation, the provisions of Section 3.11 and Article XV of the Declaration.

Dated: 10/15/92

BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION,  
successor by merger to Security Pacific National Bank

By: [Signature]

Its: Senior Agency Officer

(ATTACH NOTARY)

16

**CORPORATE ACKNOWLEDGMENT**

NO. 202

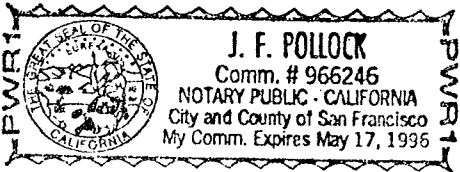
State of California }  
County of San Francisco } SS.

On this the 13<sup>th</sup> day of October 1992, before me,

J.F. Pollock  
the undersigned Notary Public, personally appeared

Kevin W. Mangan

personally known to me  
 proved to me on the basis of satisfactory evidence  
to be the person(s) who executed the within instrument as  
Senior Agency Officer or on behalf of the corporation therein  
named, and acknowledged to me that the corporation executed it.  
WITNESS my hand and official seal.



J.F. Pollock  
Notary's Signature

**ATTENTION NOTARY:** Although the information requested below is **OPTIONAL**, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE  
MUST BE ATTACHED  
TO THE DOCUMENT  
DESCRIBED AT RIGHT:

Title or Type of Document Subordination Agreement  
Number of Pages 1 Date of Document 10/13/92  
Signer(s) Other Than Named Above N/A **92 1908173**

RECORDED AT THE REQUEST OF  
AND WHEN RECORDED MAIL TO:  
A-M HOMES  
7 Upper Newport Plaza  
Newport Beach, CA 92660  
Attn: Rhonda Heacock

RECORDED IN OFFICIAL RECORDS  
OF LOS ANGELES COUNTY, CA.  
OCT 15 1992 AT 8 A.M.  
Recorder's Office

FEE \$ 49,00 E

(Space Above for Recorder's Use Only)

14

FOURTEENTH SUPPLEMENTARY DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION  
OF EASEMENTS AND NOTICE OF ANNEXATION FOR  
LA MIRADA VILLAGE HOMEOWNERS ASSOCIATION

THIS FOURTEENTH SUPPLEMENTARY DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS  
AND NOTICE OF ANNEXATION FOR LA MIRADA VILLAGE HOMEOWNERS  
ASSOCIATION ("Fourteenth Supplementary Declaration") is made  
this 12th day of October, 1992, by A-M HOMES, a California  
limited partnership ("Declarant").

R E C I T A L S

A. A Declaration of Covenants, Conditions,  
Restrictions and Reservation of Easements for La Mirada Village  
Homeowners Association (the "Declaration") has heretofore been  
recorded on October 29, 1991, as Instrument No. 91-1709875,  
Official Records of Los Angeles County, California. The  
Declaration was amended in that certain First Amendment of  
Declaration of Covenants, Conditions, Restrictions and  
Reservation of Easements for La Mirada Village Homeowners  
Association recorded on December 20, 1991 as Instrument No. 91-  
2003448, Official Records of Los Angeles County, California.

THIS INSTRUMENT FILED FOR RECORD BY FIRST AMERICAN  
TITLE CO. OF CA. AS AN ACCORDANCE ONLY. IT HAS NOT  
BEEN EXAMINED AS TO ITS EXECUTION OR AS TO ITS  
EFFECT UPON TITLE.

B. A First Supplementary Declaration of Covenants, Conditions, Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("First Supplementary Declaration") and a Second Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Second Supplementary Declaration") and a Third Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Third Supplementary Declaration") and a Fourth Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Fourth Supplementary Declaration") and a Fifth Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Fifth Supplementary Declaration") and a Sixth Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Sixth Supplementary Declaration") and a Seventh Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Seventh Supplementary Declaration") and an Eighth Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Eighth Supplementary Declaration") and a Ninth Supplementary Declaration of Covenants, Conditions and

Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Ninth Supplementary Declaration") and a Tenth Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Tenth Supplementary Declaration") and an Eleventh Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Eleventh Supplementary Declaration") and a Twelfth Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Twelfth Supplementary Declaration") and a Thirteenth Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Thirteenth Supplementary Declaration") have heretofore been recorded.

C. The Declaration has not been otherwise previously amended, or supplemented.

D. Declarant now wishes to add additional property to said Development and thereby extend the size of the Homeowners Association.

**NOW, THEREFORE, IT IS DECLARED AS FOLLOWS:**

1. Declarant is the owner of the real property described in Exhibit "A" attached hereto.

2. Declarant hereby annexes the real property described in Exhibit "A" attached hereto, and makes it a part of the Development established in the Declaration and by virtue

hereof said annexed property shall be subject to all of the terms and provisions of said Declaration which, by this reference, is incorporated herein and made a part hereof. This annexation is being effected pursuant to Section 14.2 of ARTICLE XIV "Annexations" of the Declaration and is in conformance with a detailed plan of phased development as submitted to the California Department of Real Estate with the application for a public report for the fifteenth Phase of the Covered Property.

3. The recordation of this Fourteenth Supplementary Declaration shall constitute and effectuate the annexation of the annexed property, described on Exhibit "A," making said property subject to the Declaration and subject to the functions, powers and jurisdiction of La Mirada Village Homeowners Association, a California corporation, (the "Association"), as provided in the Declaration and thereafter said real property shall be part of the Covered Property as that term is defined in the Declaration. All of the Owners of Residences in the annexed property shall automatically be Members of the Association and Owners under the Declaration and be entitled to voting rights as provided in the Declaration.

4. All easements reserved by Declarant in the Declaration are hereby reserved over the annexed property, together with the right to grant and transfer the same as provided in the Declaration.

5. There is hereby created by the Declarant and its successors and assigns, together with the right to grant and

transfer the same, certain sideyard easements, which are depicted on Exhibit "B" attached hereto, which easements shall be part of the Declaration as said term is used and defined in Section 13.11 of the Declaration.

6. No Assessment or voting rights called for by the Declaration shall commence as to any Residence within the annexed property until the first day of the first month following the close of escrow causing the first transfer of a Residence within the annexed property to an Owner, at which time Assessments and voting rights shall commence as to all Residences in the annexed property.

IN WITNESS WHEREOF, Declarant has executed this Fourteenth Supplementary Declaration of Covenants, Conditions, Restrictions and Reservation of Easements and Notice of Annexation for La Mirada Village Homeowners Association on the date first above written.

"DECLARANT"

A-M HOMES, a California limited partnership

By: PGC HOLDINGS, INC., a California corporation, Its General Partner

By: A. Lawrence Webb

Its: Vice President

(ATTACH NOTARIAL JURAT)



transfer the same, certain sideyard easements, which are depicted on Exhibit "B" attached hereto, which easements shall be part of the Declaration as said term is used and defined in Section 13.11 of the Declaration.

6. No Assessment or voting rights called for by the Declaration shall commence as to any Residence within the annexed property until the first day of the first month following the close of escrow causing the first transfer of a Residence within the annexed property to an Owner, at which time Assessments and voting rights shall commence as to all Residences in the annexed property.

IN WITNESS WHEREOF, Declarant has executed this Fourteenth Supplementary Declaration of Covenants, Conditions, Restrictions and Reservation of Easements and Notice of Annexation for La Mirada Village Homeowners Association on the date first above written.

"DECLARANT"

A-M HOMES, a California limited partnership

By: PGC HOLDINGS, INC., a California corporation, Its General Partner

By: H. Lawrence Webb

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF ORANGE )

On October 13, 19 92, before me, Patricia C. Raze, personally appeared H. LAWRENCE WEBB, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Patricia C. Raze

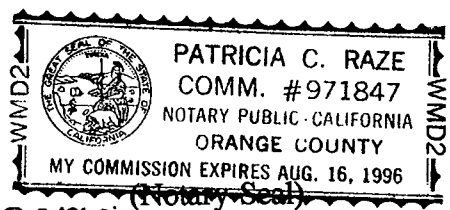


EXHIBIT "A"

6

THE PROPERTY

RESIDENTIAL LOTS

Lots 29 through 37, inclusive, and Lots 45 through 52, inclusive, of Tract 49839 in the City of La Mirada, County of Los Angeles, State of California, as shown on the Map filed in Book 1190, Pages 81 through 85, inclusive, of Map Books in the Office of the County Recorder of said County, as recorded on 7-29-92

---



Southern California  
Region  
7 Upper Newport Plaza  
Newport Beach,  
California 92660  
(714) 852-9411  
FAX (714) 258-0919

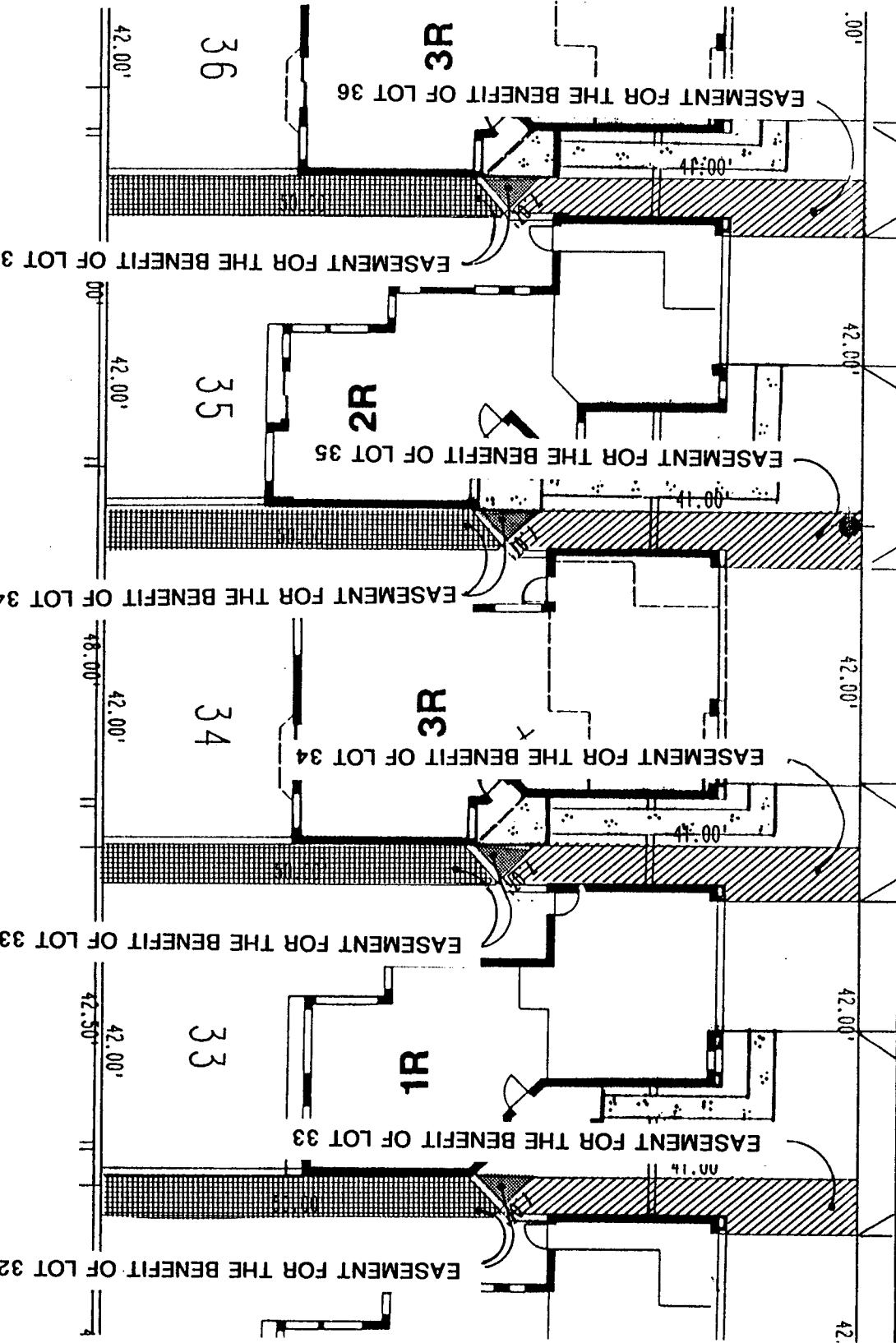


TR 49839

PREPARED FOR :



3-3-92

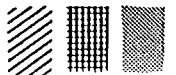


ROUSSEAU

NOTE :

THIS PLAN IS INTENDED TO PROVIDE INFORMATION REGARDING SIDEYARD & DRAINAGE EASEMENTS. ALL ADDITIONAL INFORMATION SHOWN, INCLUDING WALLS, IS PRELIMINARY AND SUBJECT TO CHANGE AT AM HOMES SOLE DISCRETION. ANY DEPICTION OF BOUNDARIES, BUILDING LOCATIONS, BUILDING SETBACKS, AND USABLE ANY SPACE ON THIS EXHIBIT IS INTENDED ONLY AS GENERAL GUIDE AND IS NOT INTENDED AS A TOPOGRAPHICAL OR LEGAL PRESENTATION OF THE PROPERTY. ACTUAL BUILDING LOCATIONS AND BOUNDARIES MAY DIFFER TO SOME DEGREE FROM THIS DEPICTION.

- SIDEYARD & DRAINAGE ESMT (FRONT)
- SIDEYARD & DRAINAGE ESMT (REAR)
- UNDERGROUND DRAINAGE ESMT



92 1908174

EXHIBIT "B"

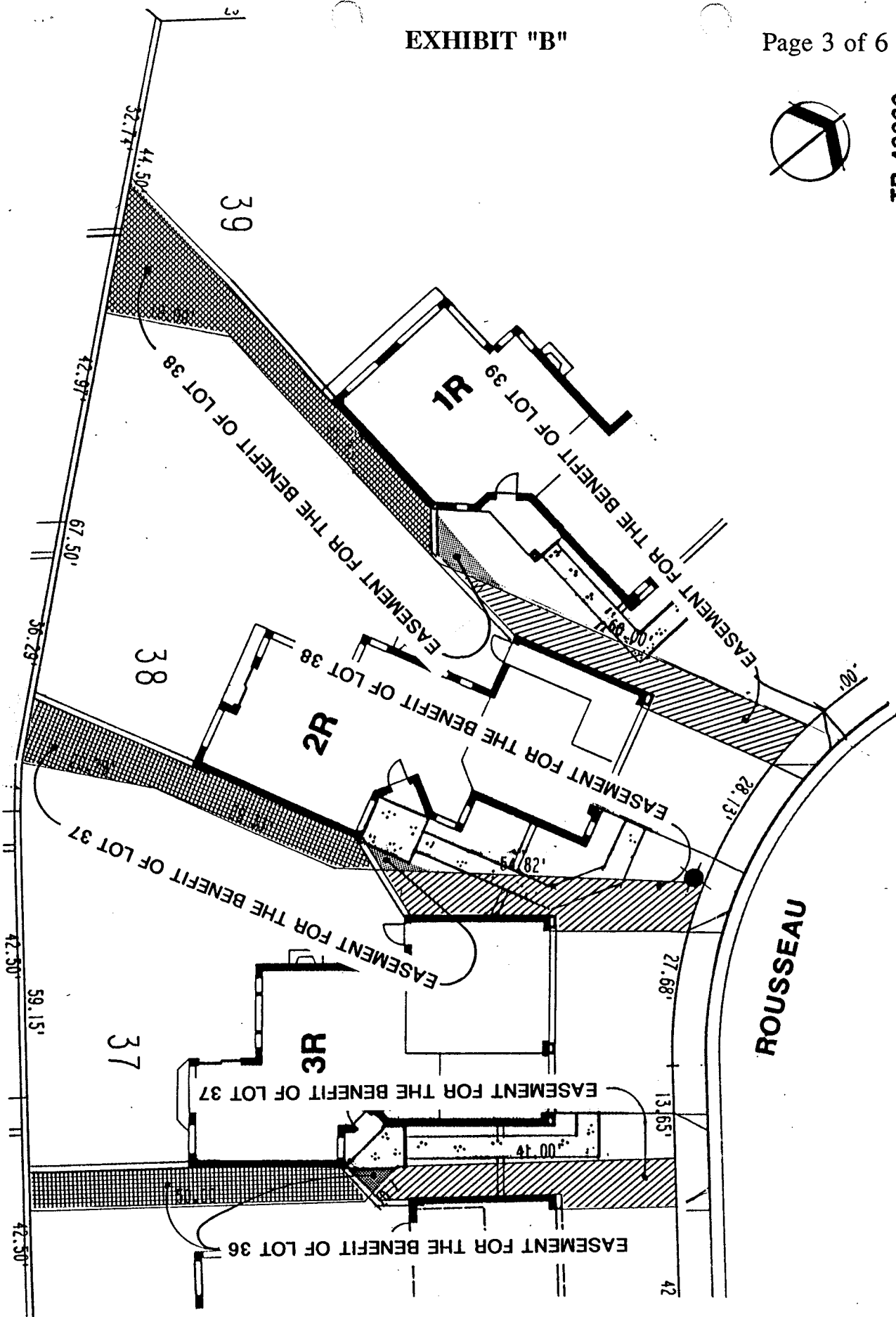
TR 49839

PREPARED FOR :



Southern California  
Region  
7 Upper Newport Plaza  
Newport Beach,  
California 92640  
(714) 853-9411  
FAX (714) 756-0919

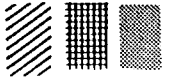
3-3-92



NOTE :

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- SIDEYARD & DRAINAGE ESMT (FRONT)
- SIDEYARD & DRAINAGE ESMT (REAR)
- UNDERGROUND DRAINAGE ESMT



92 1908174



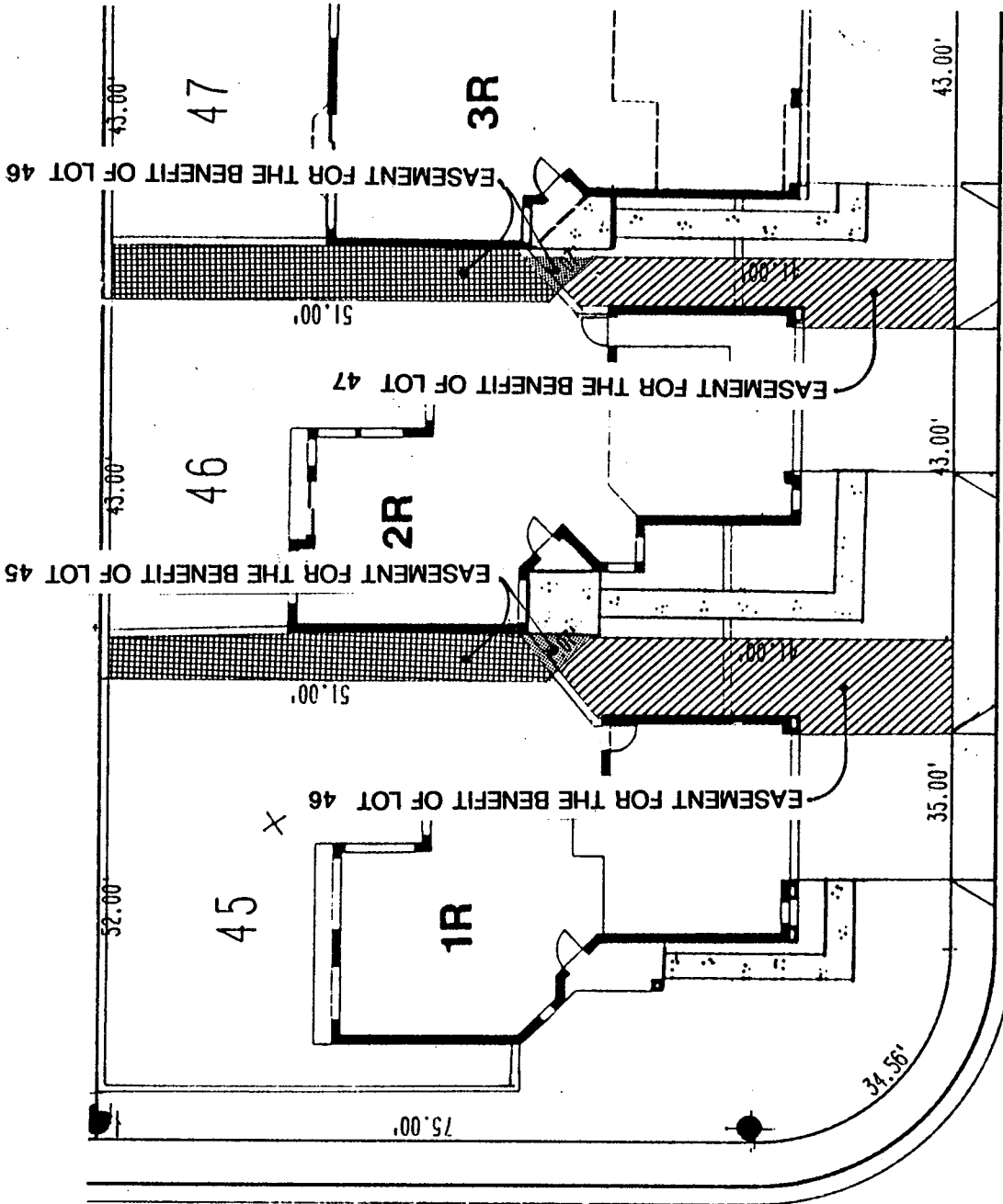
TR 49839

PREPARED FOR:



Southern California  
Region  
7 Upper Newport Place  
Newport Beach  
California 92660  
(714) 852-9411  
FAX (714) 756-0919




3-3-92

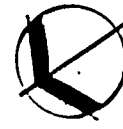


ROUSSEAU

NOTE:

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-  SIDEYARD & DRAINAGE ESMT (FRONT)
-  SIDEYARD & DRAINAGE ESMT (REAR)
-  UNDERGROUND DRAINAGE ESMT

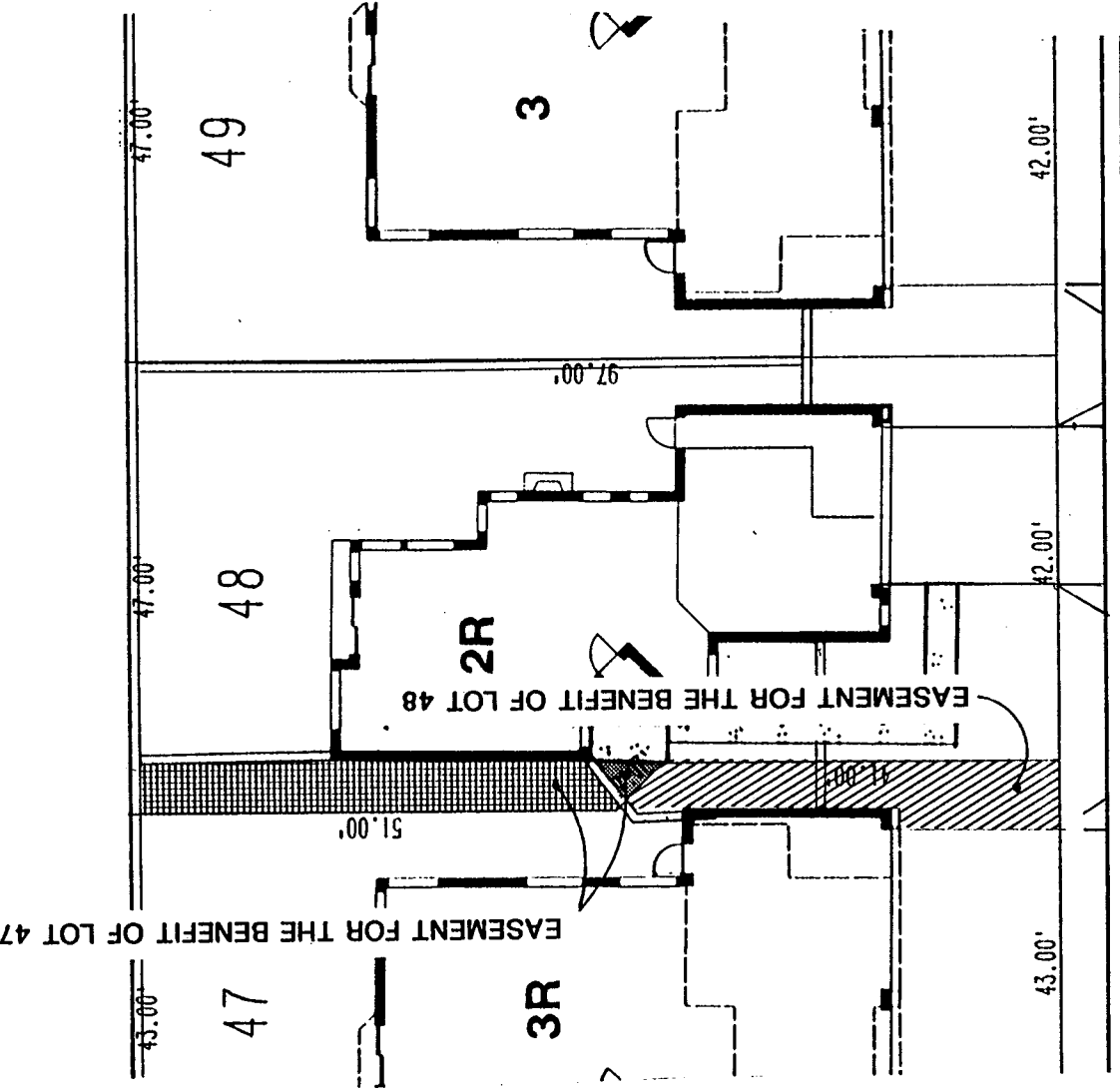


TR 49839

PREPARED FOR :

Southern California  
Region  
7 Upper Newport Plaza  
Newport Beach,  
California 92640  
(714) 852 9111  
FAX (714) 756 0919

3-3-92

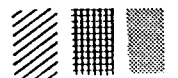


### ROUSSEAU

**NOTE :**

THIS PLAN IS INTENDED TO PROVIDE INFORMATION REGARDING SIDEYARD & DRAINAGE EASEMENTS. ALL ADDITIONAL INFORMATION SHOWN, INCLUDING WALLS, IS PRELIMINARY AND SUBJECT TO CHANGE AT AM HOMES SOLE DISCRETION. ANY DEPICTION OF BOUNDARIES, BUILDING LOCATIONS, BUILDING SETBACKS, AND USABLE YARD SPACE ON THIS EXHIBIT IS INTENDED ONLY AS GENERAL GUIDE AND IS NOT INTENDED AS A TOPOGRAPHICAL OR LEGAL PRESENTATION OF THE PROPERTY. ACTUAL BUILDING LOCATIONS AND BOUNDARIES MAY DIFFER TO SOME DEGREE FROM THIS DEPICTION.

- SIDEYARD & DRAINAGE ESM'T (FRONT)
- SIDEYARD & DRAINAGE ESM'T (REAR)
- UNDERGROUND DRAINAGE ESM'T



92 1908174

SAN SIMON

Southern California  
Region  
7 Upper Newport Plaza  
Newport Beach,  
California 92660  
(714) 852-9411  
FAX (714) 756-0919

3-3-92

TR 49839

PREPARED FOR :



ROUSSEAU

NOTE :

THIS PLAN IS INTENDED TO PROVIDE INFORMATION REGARDING SIDEYARD & DRAINAGE EASEMENTS. ALL ADDITIONAL INFORMATION SHOWN, INCLUDING WALLS, IS PRELIMINARY AND SUBJECT TO CHANGE AT AM HOMES SOLE DISCRETION. ANY DEPICTION OF BOUNDARIES, BUILDING LOCATIONS, BUILDING SETBACKS, AND USABLE YARD SPACE ON THIS EXHIBIT IS INTENDED ONLY AS GENERAL GUIDE AND IS NOT INTENDED AS A TOPOGRAPHICAL OR LEGAL PRESENTATION OF THE PROPERTY. ACTUAL BUILDING LOCATIONS AND BOUNDARIES MAY DIFFER TO SOME DEGREE FROM THIS DEPICTION.

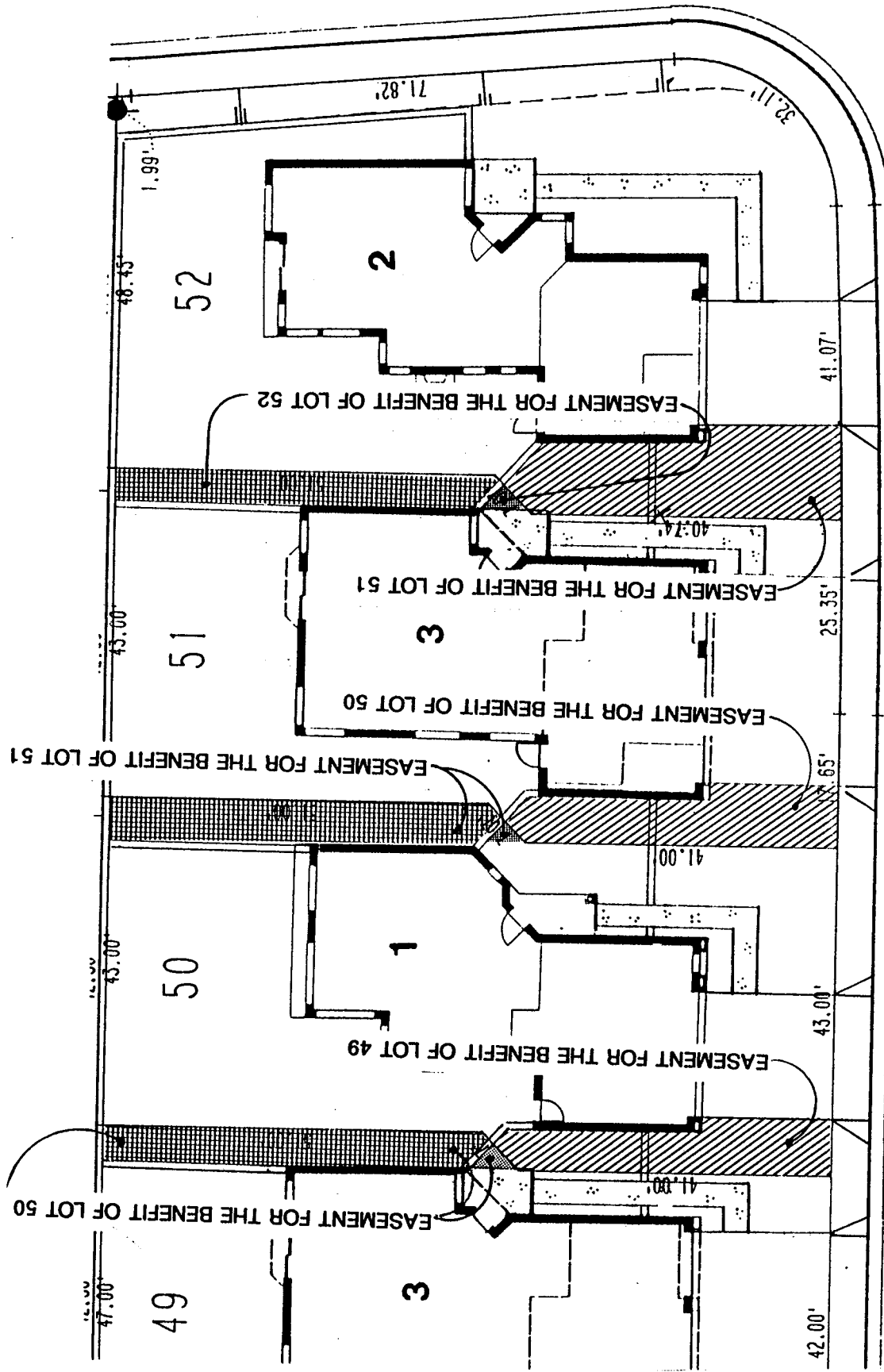
SIDEYARD & DRAINAGE ESMT (FRONT)

SIDEYARD & DRAINAGE ESMT (REAR)

UNDERGROUND DRAINAGE ESMT



92 1908174





**SUBORDINATION AGREEMENT**

BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, successor by merger to Security Pacific National Bank, being the beneficiary under that certain deed of trust recorded September 30, 1992, as Instrument No. 92-1831208 with the Office of the County Recorder of Los Angeles County, California, hereby declares that the lien and charge of said deed of trust is and shall be subordinate and inferior to that certain Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for La Mirada Village Homeowners Association (the "Declarant") referred to in the Fourteenth Supplementary Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for La Mirada Village Homeowners Association to which this Subordination Agreement is attached, and to the Fourteenth Supplementary Declaration of Covenants, Conditions, Restrictions and Reservation of Easements and Notice of Annexation for La Mirada Village Homeowners Association. The execution of this Subordination Agreement by the undersigned shall in no way constitute a waiver by the undersigned of its rights under any of the lender protection provisions of the Declaration, including, without limitation, the provisions of Section 3.11 and Article XV of the Declaration.

Dated: 10/13/92

BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, successor by merger to Security Pacific National Bank

By: [Signature]

Its: CF Agency Office

(ATTACH NOTARY)

**CORPORATE ACKNOWLEDGMENT**

NO. 202 14

State of California

County of San Francisco

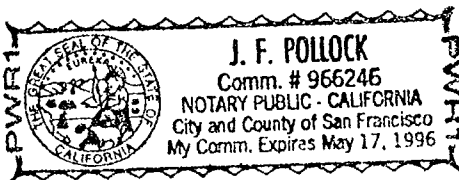
} SS.

On this the 13<sup>th</sup> day of October 1992, before me,

J.F. Pollock  
the undersigned Notary Public, personally appeared

Kevin W. Mangan

- personally known to me
  - proved to me on the basis of satisfactory evidence
- to be the person(s) who executed the within instrument as  
Senior Agency Officer or on behalf of the corporation therein  
 named, and acknowledged to me that the corporation executed it.  
 WITNESS my hand and official seal.



J.F. Pollock  
Notary's Signature

**ATTENTION NOTARY:** Although the information requested below is **OPTIONAL**, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE  
MUST BE ATTACHED  
TO THE DOCUMENT  
DESCRIBED AT RIGHT:

Title or Type of Document Subordination Agreement

Number of Pages 1 Date of Document 10-13-92

Signer(s) Other Than Named Above N/A

RECORDED AT THE REQUEST OF  
AND WHEN RECORDED MAIL TO:

A-M HOMES  
7 Upper Newport Plaza  
Newport Beach, CA 92660  
Attn: Rhonda Heacock

RECORDED IN OFFICIAL RECORDS  
OF LOS ANGELES COUNTY, CA.  
OCT 15 1992 AT 8 A.M.  
Recorder's Office

FEE \$ 46.00 E

213

(Space Above for Recorder's Use Only)

FIFTEENTH SUPPLEMENTARY DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION  
OF EASEMENTS AND NOTICE OF ANNEXATION FOR  
LA MIRADA VILLAGE HOMEOWNERS ASSOCIATION

THIS FIFTEENTH SUPPLEMENTARY DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS AND NOTICE  
OF ANNEXATION FOR LA MIRADA VILLAGE HOMEOWNERS ASSOCIATION  
("Fifteenth Supplementary Declaration") is made this 12th day of  
October, 1992, by A-M HOMES, a California limited partnership  
("Declarant").

R E C I T A L S

A. A Declaration of Covenants, Conditions,  
Restrictions and Reservation of Easements for La Mirada Village  
Homeowners Association (the "Declaration") has heretofore been  
recorded on October 29, 1991, as Instrument No. 91-1709875,  
Official Records of Los Angeles County, California. The  
Declaration was amended in that certain First Amendment of  
Declaration of Covenants, Conditions, Restrictions and  
Reservation of Easements for La Mirada Village Homeowners  
Association recorded on December 20, 1991 as Instrument No. 91-

THIS INSTRUMENT FILED FOR RECORD BY FIRST AMERICAN  
TITLE CO. OF CA. AS AN ACCOMMODATION ONLY. IT HAS NOT  
BEEN EXAMINED AS TO ITS EXECUTION OR AS TO ITS  
EFFECT UPON TITLE.

2003448, Official Records of Los Angeles County, California.

B. A First Supplementary Declaration of Covenants, Conditions, Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("First Supplementary Declaration") and a Second Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Second Supplementary Declaration") and a Third Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Third Supplementary Declaration") and a Fourth Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Fourth Supplementary Declaration") and a Fifth Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Fifth Supplementary Declaration") and a Sixth Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Sixth Supplementary Declaration") and a Seventh Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Seventh Supplementary Declaration") and an Eighth Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Eighth Supplementary Declaration") and

a Ninth Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Ninth Supplementary Declaration") and a Tenth Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Tenth Supplementary Declaration") and an Eleventh Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Eleventh Supplementary Declaration") and a Twelfth Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Twelfth Supplementary Declaration") and a Thirteenth Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Thirteenth Supplementary Declaration") and a Fourteenth Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Fourteenth Supplementary Declaration") have heretofore been recorded.

C. The Declaration has not been otherwise previously amended, or supplemented.

D. Declarant now wishes to add additional property to said Development and thereby extend the size of the Homeowners Association.

**NOW, THEREFORE, IT IS DECLARED AS FOLLOWS:**

1. Declarant is the owner of the real property described in Exhibit "A" attached hereto.

2. Declarant hereby annexes the real property described in Exhibit "A" attached hereto, and makes it a part of the Development established in the Declaration and by virtue hereof said annexed property shall be subject to all of the terms and provisions of said Declaration which, by this reference, is incorporated herein and made a part hereof. This annexation is being effected pursuant to Section 14.2 of ARTICLE XIV "Annexations" of the Declaration and is in conformance with a detailed plan of phased development as submitted to the California Department of Real Estate with the application for a public report for the sixteenth Phase of the Covered Property.

3. The recordation of this Fifteenth Supplementary Declaration shall constitute and effectuate the annexation of the annexed property, described on Exhibit "A," making said property subject to the Declaration and subject to the functions, powers and jurisdiction of La Mirada Village Homeowners Association, a California corporation, (the "Association"), as provided in the Declaration and thereafter said real property shall be part of the Covered Property as that term is defined in the Declaration. All of the Owners of Residences in the annexed property shall automatically be Members of the Association and Owners under the Declaration and be entitled to voting rights as provided in the Declaration. The Association shall be responsible to maintain the Common Area

as identified on Exhibit "A" attached hereto.

4. All easements reserved by Declarant in the Declaration are hereby reserved over the annexed property, together with the right to grant and transfer the same as provided in the Declaration.

5. There is hereby created by the Declarant and its successors and assigns, together with the right to grant and transfer the same, certain sideyard easements, which are depicted on Exhibit "B" attached hereto, which easements shall be part of the Declaration as said term is used and defined in Section 13.11 of the Declaration.

6. No Assessment or voting rights called for by the Declaration shall commence as to any Residence within the annexed property until the first day of the first month following the close of escrow causing the first transfer of a Residence within the annexed property to an Owner, at which time Assessments and voting rights shall commence as to all Residences in the annexed property.

7. The Association shall have the duty, as set forth in Section 7.1 of the Declaration, to maintain, repair, replace, and make necessary improvements to the Common Area Lots annexed hereby, identified, and more fully described on Exhibit "A," attached hereto.

**(SIGNATURES NEXT PAGE)**

IN WITNESS WHEREOF, Declarant has executed this Fifteenth Supplementary Declaration of Covenants, Conditions, Restrictions and Reservation of Easements and Notice of Annexation for La Mirada Village Homeowners Association on the date first above written.

"DECLARANT"

A-M HOMES, a California limited partnership

By: PGC HOLDINGS, INC., a California corporation, Its General Partner

By: H. Lawrence Webb

Its: Vice President

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF ORANGE )

On October 13, 19 92, before me, Patricia C. Raze, personally appeared H. LAWRENCE WEBB, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Patricia C. Raze

92 1908175

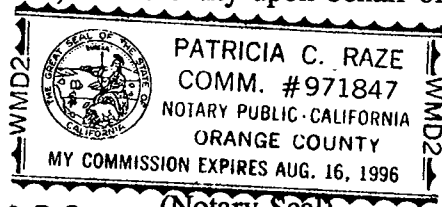




EXHIBIT "A"

THE PROPERTY

RESIDENTIAL LOTS

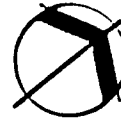
Lots 38 through 44, inclusive, of Tract 49839 in the City of La Mirada, County of Los Angeles, State of California, as shown on the Map filed in Book 1190, Pages 81 through 85, inclusive, of Map Books in the Office of the County Recorder of said County, as recorded on 7-29-92.

Lots 31 and 32 of Tract 47983 in the City of La Mirada, County of Los Angeles, State of California, as shown on the Map filed in Book 1191, Pages 62 through 66, inclusive, of Map Books in the Office of the County Recorder of said County, as recorded on 8-17-92.

COMMON AREA

Lot 42 of Tract 47983 in the City of La Mirada, County of Los Angeles, State of California, as shown on the Map filed in Book 1191, Pages 62 through 66, inclusive, of Map Books in the Office of the County Recorder of said County, as recorded on 8-17-92.

EXHIBIT "B"

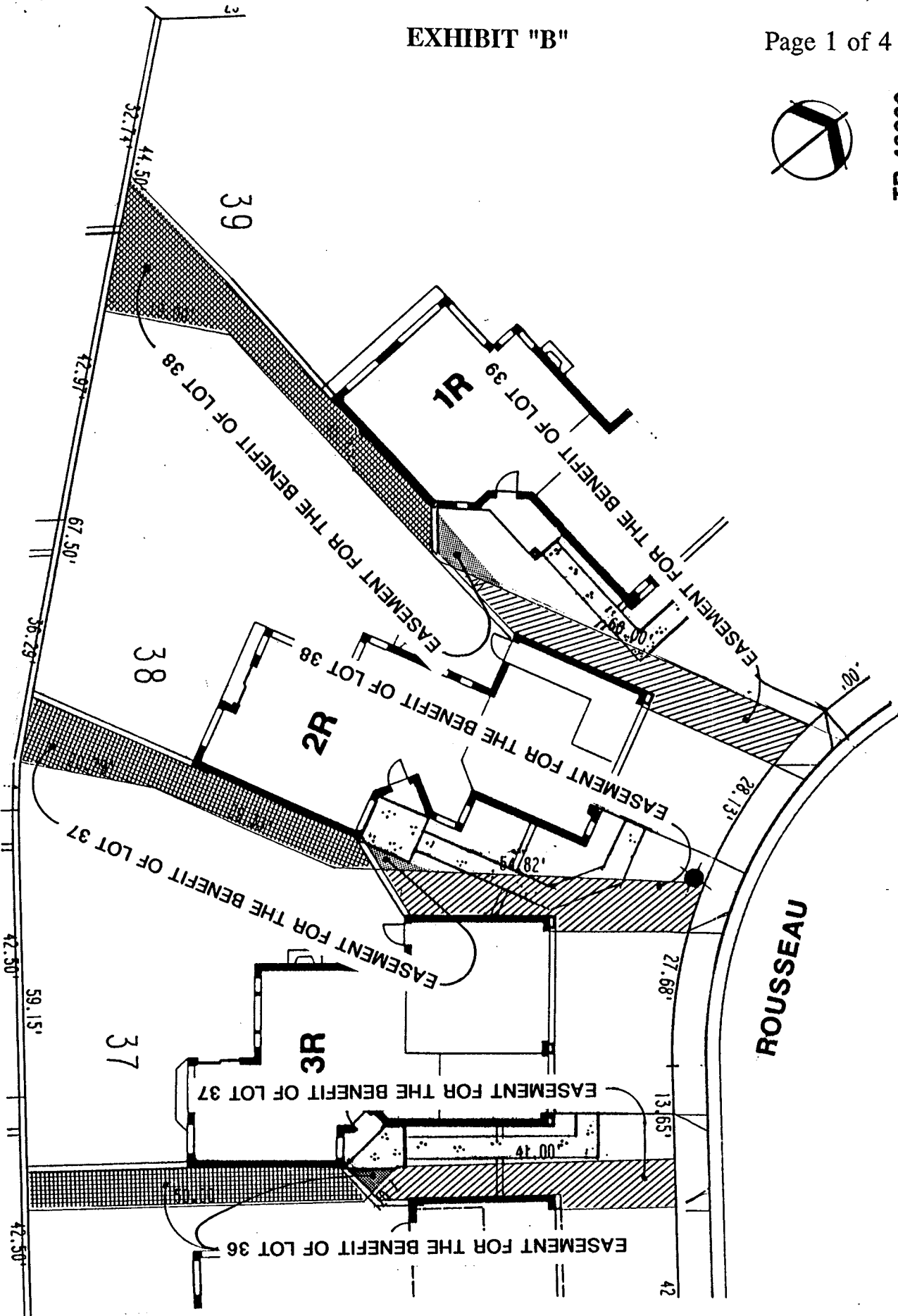


TR 49839

PREPARED FOR :



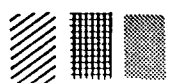
3-3-92



NOTE :

THIS PLAN IS INTENDED TO PROVIDE INFORMATION REGARDING SIDEYARD & DRAINAGE EASEMENTS. ALL ADDITIONAL INFORMATION SHOWN, INCLUDING WALLS, IS PRELIMINARY AND SUBJECT TO CHANGE AT AM HOMES SOLE DISCRETION. ANY DEPICTION OF BOUNDARIES, BUILDING LOCATIONS, BUILDING SETBACKS, AND USABLE YARD SPACE ON THIS EXHIBIT IS INTENDED ONLY AS GENERAL GUIDE AND IS NOT INTENDED AS A TOPOGRAPHICAL OR LEGAL PRESENTATION OF THE PROPERTY. ACTUAL BUILDING LOCATIONS AND BOUNDARIES MAY DIFFER TO SOME DEGREE FROM THIS DEPICTION.

- SIDEYARD & DRAINAGE ESMT (FRONT)
- SIDEYARD & DRAINAGE ESMT (REAR)
- UNDERGROUND DRAINAGE ESMT



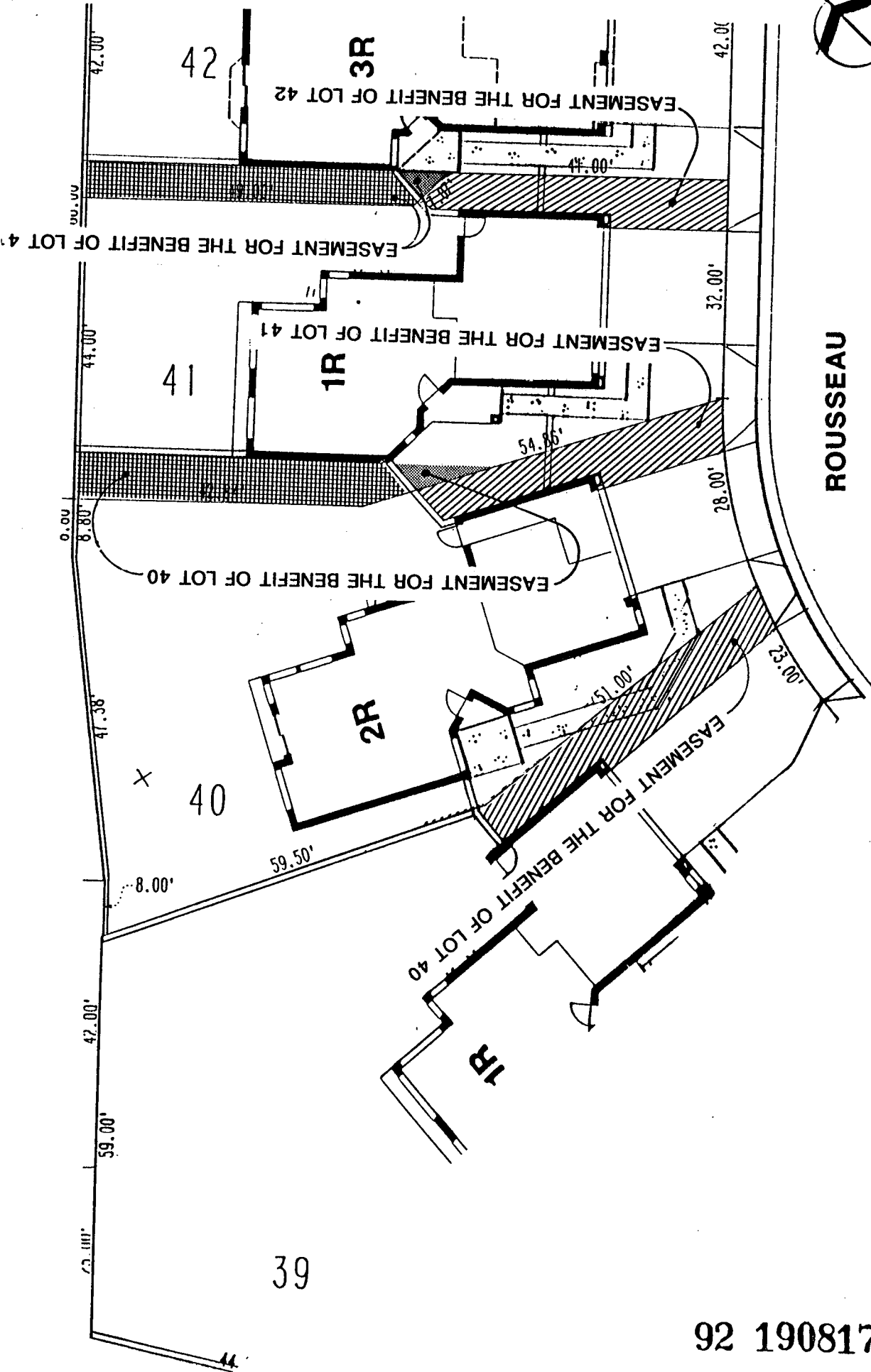
92 1908175

Southern California  
Region  
7 Upper Newport Plaza  
Newport Beach  
California 92660  
(714) 852-9411  
FAX (714) 758-0919

3-3-92

TR 49839

PREPARED FOR :

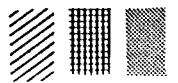


ROUSSEAU

NOTE :

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- SIDEYARD & DRAINAGE ESM'T (FRONT)
- SIDEYARD & DRAINAGE ESM'T (REAR)
- UNDERGROUND DRAINAGE ESM'T



92 1908175

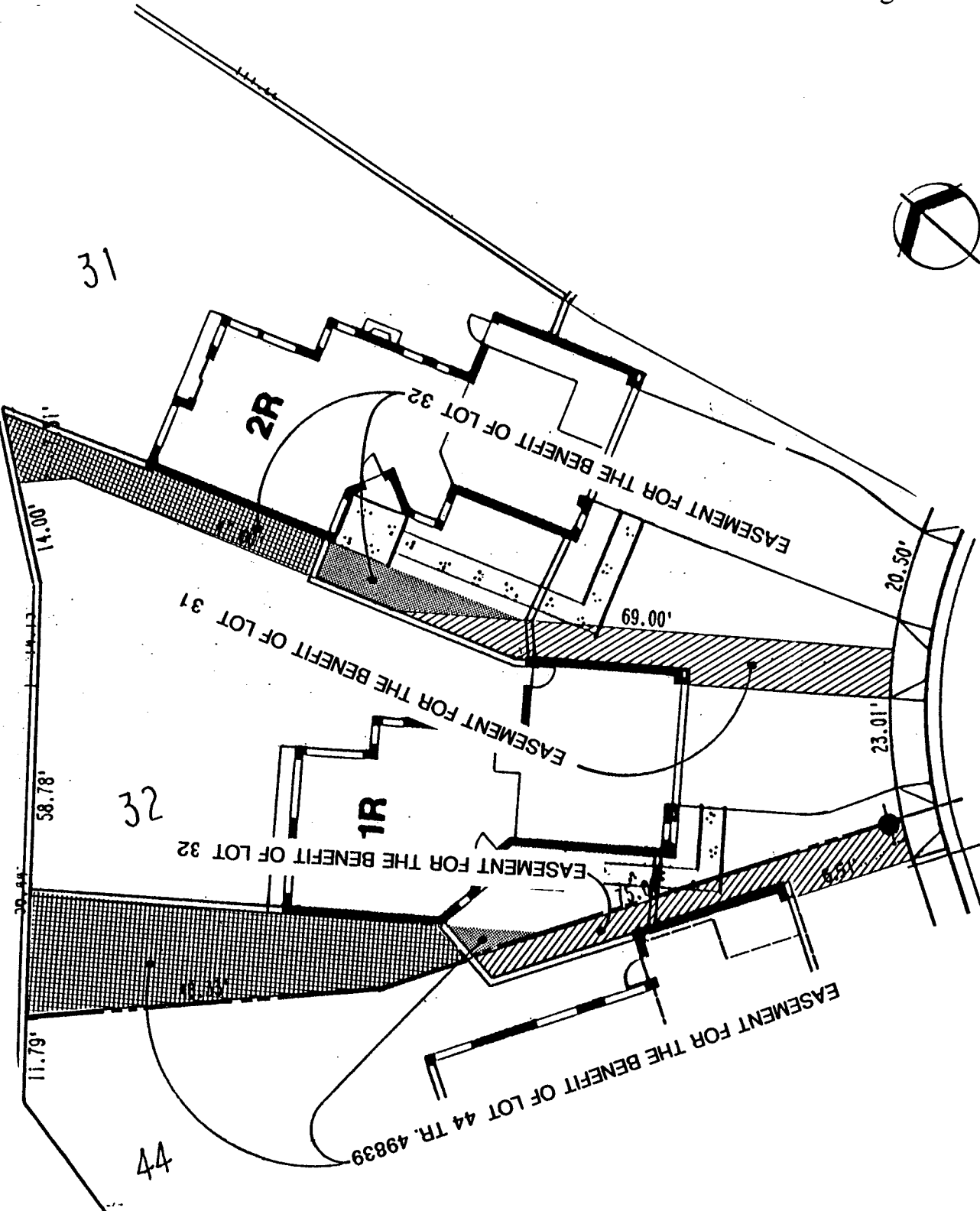


TR 47983

PREPARED FOR :

Southern California  
Region  
71111th Street, Newport Beach  
Newport Beach  
California 92660  
(714) 852-9411  
FAX (714) 756-0819

3-3-92

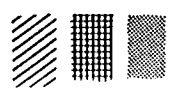


ROUSSEAU

NOTE :

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- SIDEYARD & DRAINAGE ESM'T (FRONT)
- SIDEYARD & DRAINAGE ESM'T (REAR)
- UNDERGROUND DRAINAGE ESM'T



92 1908175

12

**SUBORDINATION AGREEMENT**

BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, successor by merger to Security Pacific National Bank, being the beneficiary under that certain 1) deed of trust recorded September 30, 1992, as Instrument No. 92-1831208 with the Office of the County Recorder of Los Angeles County, California, and 2) deed of trust recorded September 30, 1992, as Instrument No. 92-1831205 with the Office of the County Recorder of Los Angeles County, California, hereby declares that the lien and charge of said deed of trust is and shall be subordinate and inferior to that certain Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for La Mirada Village Homeowners Association (the "Declarant") referred to in the Fifteenth Supplementary Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for La Mirada Village Homeowners Association to which this Subordination Agreement is attached, and to the Fifteenth Supplementary Declaration of Covenants, Conditions, Restrictions and Reservation of Easements and Notice of Annexation for La Mirada Village Homeowners Association. The execution of this Subordination Agreement by the undersigned shall in no way constitute a waiver by the undersigned of its rights under any of the lender protection provisions of the Declaration, including, without limitation, the provisions of Section 3.11 and Article XV of the Declaration.

Dated: 10/13/92

BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION,  
successor by merger to Security Pacific National Bank

By: [Signature]

Its: SC Agency Office

(ATTACH NOTARY)

**CORPORATE ACKNOWLEDGMENT**

State of California }  
County of San Francisco } SS.

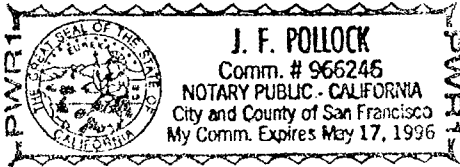
On this the 13<sup>th</sup> day of October 19 92, before me,

J.F. Pollock  
the undersigned Notary Public, personally appeared

Kevin W. Mangan  
 personally known to me

proved to me on the basis of satisfactory evidence  
to be the person(s) who executed the within instrument as  
Senior Agency Office or on behalf of the corporation therein  
named, and acknowledged to me that the corporation executed it.  
WITNESS my hand and official seal.

J.F. Pollock  
Notary's Signature



**ATTENTION NOTARY:** Although the information requested below is **OPTIONAL**, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE  
MUST BE ATTACHED  
TO THE DOCUMENT  
DESCRIBED AT RIGHT:

Title or Type of Document Subordination Agreement  
Number of Pages 1 Date of Document 10/13/92  
Signer(s) Other Than Named Above N/A **92 1908175**

RECORDED AT THE REQUEST OF  
AND WHEN RECORDED MAIL TO:  
A-M HOMES  
7 Upper Newport Plaza  
Newport Beach, CA 92660  
Attn: Rhonda Heacock

RECORDED IN OFFICIAL RECORDS OF LOS ANGELES COUNTY, CA.  OCT 15 1992 AT 8 A.M.  Recorder's Office FEE \$ 46.00
--

(Space Above for Recorder's Use Only)

13

SIXTEENTH SUPPLEMENTARY DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION  
OF EASEMENTS AND NOTICE OF ANNEXATION FOR  
LA MIRADA VILLAGE HOMEOWNERS ASSOCIATION

THIS SIXTEENTH SUPPLEMENTARY DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS AND NOTICE  
OF ANNEXATION FOR LA MIRADA VILLAGE HOMEOWNERS ASSOCIATION  
("Sixteenth Supplementary Declaration") is made this 12th day of  
October, 1992, by A-M HOMES, a California limited partnership  
("Declarant").

R E C I T A L S

A. A Declaration of Covenants, Conditions,  
Restrictions and Reservation of Easements for La Mirada Village  
Homeowners Association (the "Declaration") has heretofore been  
recorded on October 29, 1991, as Instrument No. 91-1709875,  
Official Records of Los Angeles County, California. The  
Declaration was amended in that certain First Amendment of  
Declaration of Covenants, Conditions, Restrictions and  
Reservation of Easements for La Mirada Village Homeowners  
Association recorded on December 20, 1991 as Instrument No. 91-

THIS INSTRUMENT FILED FOR RECORD BY FIRST AMERICAN  
TITLE CO. OF L.A. AS AN ACCOMMODATION ONLY. IT HAS NOT  
BEEN EXAMINED AS TO ITS EXECUTION OR AS TO ITS  
EFFECT UPON TITLE.

6112132-8



2003448, Official Records of Los Angeles County, California.

B. A First Supplementary Declaration of Covenants, Conditions, Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("First Supplementary Declaration") and a Second Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Second Supplementary Declaration") and a Third Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Third Supplementary Declaration") and a Fourth Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Fourth Supplementary Declaration") and a Fifth Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Fifth Supplementary Declaration") and a Sixth Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Sixth Supplementary Declaration") and a Seventh Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Seventh Supplementary Declaration") and an Eighth Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Eighth Supplementary Declaration") and

a Ninth Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Ninth Supplementary Declaration") and a Tenth Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Tenth Supplementary Declaration") and an Eleventh Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Eleventh Supplementary Declaration") and a Twelfth Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Twelfth Supplementary Declaration") and a Thirteenth Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Thirteenth Supplementary Declaration") and a Fourteenth Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Fourteenth Supplementary Declaration") and a Fifteenth Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Fifteenth Supplementary Declaration") have heretofore been recorded.

C. The Declaration has not been otherwise previously amended, or supplemented.

D. Declarant now wishes to add additional property to said Development and thereby extend the size of the

Homeowners Association.

**NOW, THEREFORE, IT IS DECLARED AS FOLLOWS:**

1. Declarant is the owner of the real property described in Exhibit "A" attached hereto.

2. Declarant hereby annexes the real property described in Exhibit "A" attached hereto, and makes it a part of the Development established in the Declaration and by virtue hereof said annexed property shall be subject to all of the terms and provisions of said Declaration which, by this reference, is incorporated herein and made a part hereof. This annexation is being effected pursuant to Section 14.2 of ARTICLE XIV "Annexations" of the Declaration and is in conformance with a detailed plan of phased development as submitted to the California Department of Real Estate with the application for a public report for the seventeenth Phase of the Covered Property.

3. The recordation of this Sixteenth Supplementary Declaration shall constitute and effectuate the annexation of the annexed property, described on Exhibit "A," making said property subject to the Declaration and subject to the functions, powers and jurisdiction of La Mirada Village Homeowners Association, a California corporation, (the "Association"), as provided in the Declaration and thereafter said real property shall be part of the Covered Property as that term is defined in the Declaration. All of the Owners of Residences in the annexed property shall automatically be Members of the Association and Owners under the Declaration and

be entitled to voting rights as provided in the Declaration.

4. All easements reserved by Declarant in the Declaration are hereby reserved over the annexed property, together with the right to grant and transfer the same as provided in the Declaration.

5. There is hereby created by the Declarant and its successors and assigns, together with the right to grant and transfer the same, certain sideyard easements, which are depicted on Exhibit "B" attached hereto, which easements shall be part of the Declaration as said term is used and defined in Section 13.11 of the Declaration.

6. No Assessment or voting rights called for by the Declaration shall commence as to any Residence within the annexed property until the first day of the first month following the close of escrow causing the first transfer of a Residence within the annexed property to an Owner, at which time Assessments and voting rights shall commence as to all Residences in the annexed property.

**(SIGNATURES NEXT PAGE)**

IN WITNESS WHEREOF, Declarant has executed this Sixteenth Supplementary Declaration of Covenants, Conditions, Restrictions and Reservation of Easements and Notice of Annexation for La Mirada Village Homeowners Association on the date first above written.

"DECLARANT"

A-M HOMES, a California limited partnership

By: PGC HOLDINGS, INC., a California corporation, Its General Partner

By: H. Lawrence Webb

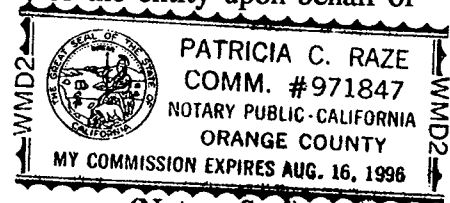
Its: Vice President

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF ORANGE )

On October 13, 1992, before me, Patricia C. Raze, personally appeared H. LAWRENCE WEBB, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Patricia C. Raze



(Notary Seal)

92 1908176

92 1908176

**EXHIBIT "A"**

THE PROPERTY

Lots 23 through 30, inclusive, and Lots 33 through 40, inclusive of Tract 47983 in the City of La Mirada, County of Los Angeles, State of California, as shown on the Map filed in Book 1191, Pages 62 through 66, inclusive, of Map Books in the Office of the County Recorder of said County, as recorded on 8-17-92.

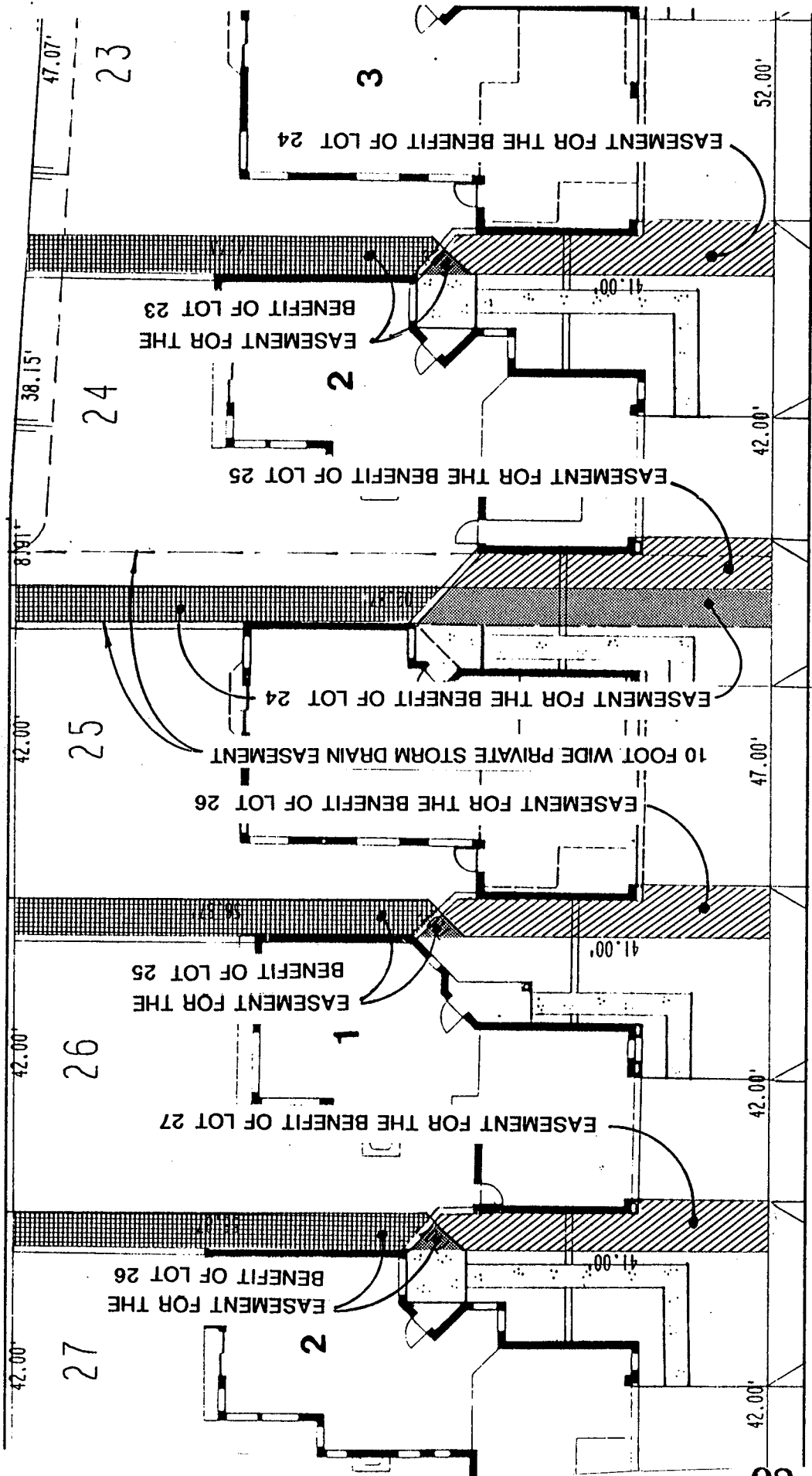
Southern California  
Region  
7 Upper Newport Plaza  
Newport Beach  
California 92660  
(714) 652-9411  
FAX (714) 756-0919

TR 47983

PREPARED FOR:



3-3-02



ROUSSEAU



NOTE :

THIS PLAN IS INTENDED TO PROVIDE INFORMATION REGARDING SIDEYARD & DRAINAGE EASEMENTS. ALL ADDITIONAL INFORMATION SHOWN, INCLUDING WALLS, IS PRELIMINARY AND SUBJECT TO CHANGE AT AM HOMES SOLE DISCRETION. ANY DEPICTION OF BOUNDARIES, BUILDING LOCATIONS, BUILDING SETBACKS, AND USABLE YARD SPACE ON THIS EXHIBIT IS INTENDED ONLY AS GENERAL GUIDE AND IS NOT INTENDED AS A TOPOGRAPHICAL OR LEGAL PRESENTATION OF THE PROPERTY. ACTUAL BUILDING LOCATIONS AND BOUNDARIES MAY DIFFER TO SOME DEGREE FROM THIS DEPICTION.

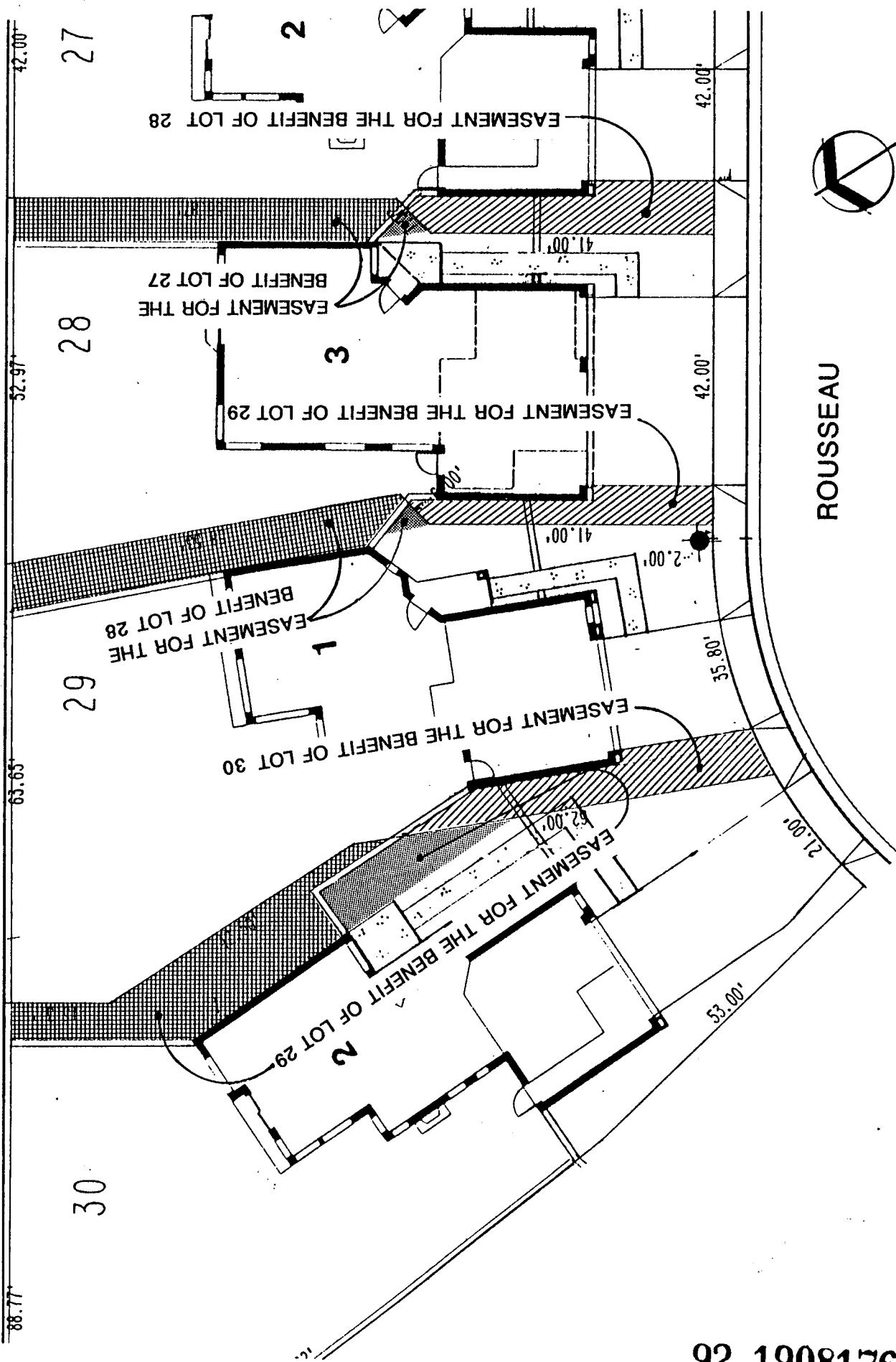
SIDEYARD & DRAINAGE ESMT (FRONT)

SIDEYARD & DRAINAGE ESMT (REAR)

UNDERGROUND DRAINAGE ESMT



92 1908176



TR 47983

PREPARED FOR:



**NOTE :**  
 THIS PLAN IS INTENDED TO PROVIDE INFORMATION REGARDING SIDEYARD & DRAINAGE EASEMENTS. ALL ADDITIONAL INFORMATION SHOWN, INCLUDING WALLS, IS PRELIMINARY AND SUBJECT TO CHANGE AT AM HOMES SOLE DISCRETION. ANY DEPICTION OF BOUNDARIES, BUILDING LOCATIONS, BUILDING SETBACKS, AND USABLE YARD SPACE ON THIS EXHIBIT IS INTENDED ONLY AS GENERAL GUIDE AND IS NOT INTENDED AS A TOPOGRAPHICAL OR LEGAL PRESENTATION OF THE PROPERTY. ACTUAL BUILDING LOCATIONS AND BOUNDARIES MAY DIFFER TO SOME DEGREE FROM THIS DEPICTION.

- SIDEYARD & DRAINAGE ESM'T (FRONT)
- SIDEYARD & DRAINAGE ESM'T (REAR)
- UNDERGROUND DRAINAGE ESM'T

92 1908176



ROUSSEAU

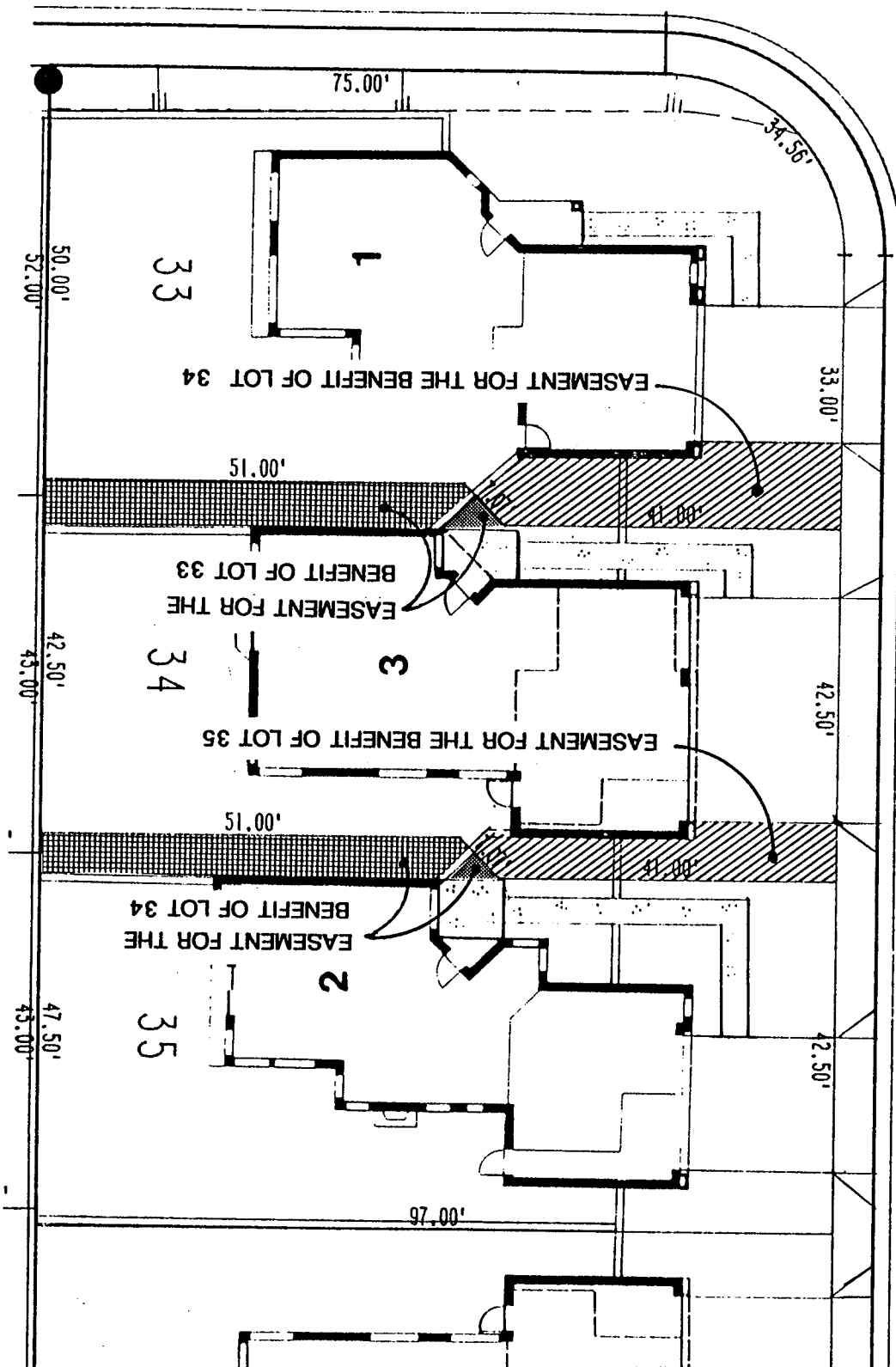
TR 47983

PREPARED FOR :



Southern California Region  
7 Upper Newport Plaza  
Newport Beach, California 92660  
(714) 852-9411  
FAX (714) 756-0919

3-3-92



ROUSSEAU

NOTE :

THIS PLAN IS INTENDED TO PROVIDE INFORMATION REGARDING SIDEYARD & DRAINAGE EASEMENTS. ALL ADDITIONAL INFORMATION SHOWN, INCLUDING WALLS, IS PRELIMINARY AND SUBJECT TO CHANGE AT AM HOMES SOLE DISCRETION. ANY DEPICTION OF BOUNDARIES, BUILDING LOCATIONS, BUILDING SETBACKS, AND USABLE YARD SPACE ON THIS EXHIBIT IS INTENDED ONLY AS GENERAL GUIDE AND IS NOT INTENDED AS A TOPOGRAPHICAL OR LEGAL PRESENTATION OF THE PROPERTY. ACTUAL BUILDING LOCATIONS AND BOUNDARIES MAY DIFFER TO SOME DEGREE FROM THIS DEPICTION.

- SIDEYARD & DRAINAGE ESMT (FRONT)
- SIDEYARD & DRAINAGE ESMT (REAR)
- UNDERGROUND DRAINAGE ESMT



92 1908176

Southern California  
 Region  
 7 Upper Newport Plaza  
 Newport Beach  
 California 92660  
 (714) 822-9411  
 FAX (714) 756-0919

TR 47983

PREPARED FOR :



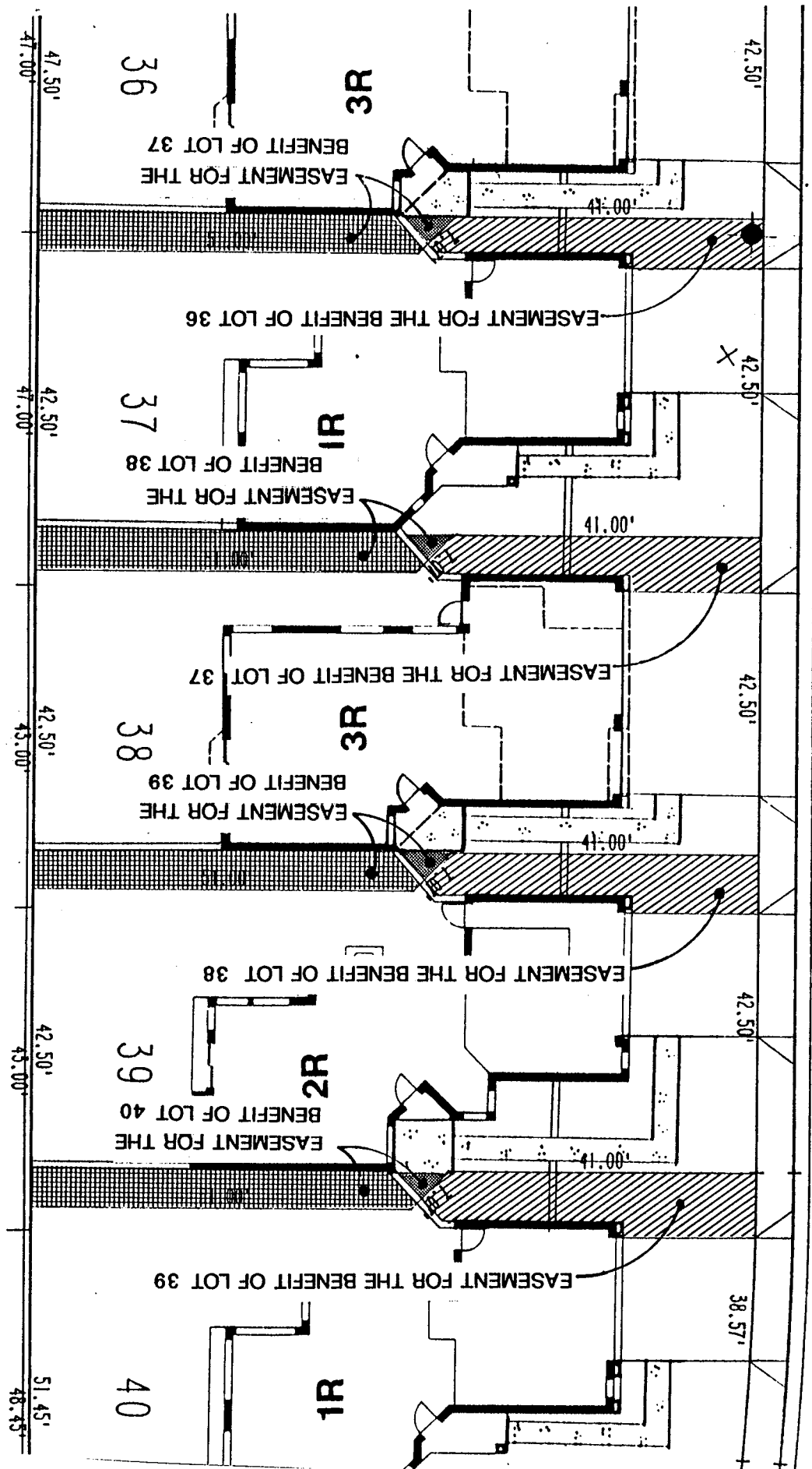
THIS PLAN IS INTENDED TO PROVIDE INFORMATION REGARDING SIDEYARD & DRAINAGE EASEMENTS. ALL ADDITIONAL INFORMATION SHOWN, INCLUDING WALLS, IS PRELIMINARY AND SUBJECT TO CHANGE AT AM HOMES SOLE DISCRETION. ANY DEPICTION OF BOUNDARIES, BUILDING LOCATIONS, BUILDING SETBACKS, AND USABLE YARD SPACE ON THIS EXHIBIT IS INTENDED ONLY AS GENERAL GUIDE AND IS NOT INTENDED AS A TOPOGRAPHICAL OR LEGAL PRESENTATION OF THE PROPERTY. ACTUAL BUILDING LOCATIONS AND BOUNDARIES MAY DIFFER TO SOME DEGREE FROM THIS DEPICTION.

NOTE :

SIDEYARD & DRAINAGE ESMT (FRONT)

SIDEYARD & DRAINAGE ESMT (REAR)

UNDERGROUND DRAINAGE ESMT



ROUSSEAU

92 1908176

**SUBORDINATION AGREEMENT**

BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, successor by merger to Security Pacific National Bank, being the beneficiary under that certain deed of trust recorded September 30, 1992, as Instrument No. 92-1831205 with the Office of the County Recorder of Los Angeles County, California, hereby declares that the lien and charge of said deed of trust is and shall be subordinate and inferior to that certain Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for La Mirada Village Homeowners Association (the "Declarant") referred to in the Sixteenth Supplementary Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for La Mirada Village Homeowners Association to which this Subordination Agreement is attached, and to the Sixteenth Supplementary Declaration of Covenants, Conditions, Restrictions and Reservation of Easements and Notice of Annexation for La Mirada Village Homeowners Association. The execution of this Subordination Agreement by the undersigned shall in no way constitute a waiver by the undersigned of its rights under any of the lender protection provisions of the Declaration, including, without limitation, the provisions of Section 3.11 and Article XV of the Declaration.

Dated: 10/13/92

BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION,  
successor by merger to Security Pacific National Bank

By: *Kevin W. Adams*

Its: SA Agency Office

(ATTACH NOTARY)

**CORPORATE ACKNOWLEDGMENT**

NO. 202

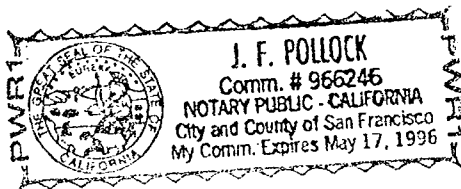
State of California  
County of San Francisco } SS.

On this the 13<sup>th</sup> day of October 1992, before me,

J.F. Pollock  
the undersigned Notary Public, personally appeared

Kevin W. Mangan

personally known to me  
 proved to me on the basis of satisfactory evidence  
to be the person(s) who executed the within instrument as  
Senior Agency Officer or on behalf of the corporation therein  
named, and acknowledged to me that the corporation executed it.  
WITNESS my hand and official seal.



J.F. Pollock  
Notary's Signature

**ATTENTION NOTARY:** Although the information requested below is **OPTIONAL**, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE  
MUST BE ATTACHED  
TO THE DOCUMENT  
DESCRIBED AT RIGHT:

Title or Type of Document Subordination Agreement  
Number of Pages 1 Date of Document 10/13/92  
Signer(s) Other Than Named Above N/A

92 1908176

RECORDED AT THE REQUEST OF  
AND WHEN RECORDED MAIL TO:

A-M HOMES  
7 Upper Newport Plaza  
Newport Beach, CA 92660  
Attn: Rhonda Heacock

RECORDED IN OFFICIAL RECORDS  
OF LOS ANGELES COUNTY, CA.  
OCT 15 1992 AT 8 A.M.  
Recorder's Office

FEE \$ 46.00 E

27  
13

(Space Above for Recorder's Use Only)

SEVENTEENTH SUPPLEMENTARY DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION  
OF EASEMENTS AND NOTICE OF ANNEXATION FOR  
LA MIRADA VILLAGE HOMEOWNERS ASSOCIATION

THIS SEVENTEENTH SUPPLEMENTARY DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS  
AND NOTICE OF ANNEXATION FOR LA MIRADA VILLAGE HOMEOWNERS  
ASSOCIATION ("Seventeenth Supplementary Declaration") is made  
this 12th day of October, 1992, by A-M HOMES, a California  
limited partnership ("Declarant").

R E C I T A L S

A. A Declaration of Covenants, Conditions,  
Restrictions and Reservation of Easements for La Mirada Village  
Homeowners Association (the "Declaration") has heretofore been  
recorded on October 29, 1991, as Instrument No. 91-1709875,  
Official Records of Los Angeles County, California. The  
Declaration was amended in that certain First Amendment of  
Declaration of Covenants, Conditions, Restrictions and  
Reservation of Easements for La Mirada Village Homeowners  
Association recorded on December 20, 1991 as Instrument No. 91-

THIS INSTRUMENT FILED FOR RECORD BY FIRST AMERICAN  
TITLE CO. OF CA. AS AN ACCOMMODATION ONLY. IT HAS NOT  
BEEN EXAMINED AS TO ITS EXECUTION OR AS TO ITS  
EFFECT UPON TITLE.

2003448, Official Records of Los Angeles County, California.

B. A First Supplementary Declaration of Covenants, Conditions, Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("First Supplementary Declaration") and a Second Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Second Supplementary Declaration") and a Third Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Third Supplementary Declaration") and a Fourth Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Fourth Supplementary Declaration") and a Fifth Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Fifth Supplementary Declaration") and a Sixth Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Sixth Supplementary Declaration") and a Seventh Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Seventh Supplementary Declaration") and an Eighth Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Eighth Supplementary Declaration") and

a Ninth Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Ninth Supplementary Declaration") and a Tenth Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Tenth Supplementary Declaration") and an Eleventh Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Eleventh Supplementary Declaration") and a Twelfth Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Twelfth Supplementary Declaration") and a Thirteenth Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Thirteenth Supplementary Declaration") and a Fourteenth Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Fourteenth Supplementary Declaration") and a Fifteenth Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Fifteenth Supplementary Declaration") and a Sixteenth Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Sixteenth Supplementary Declaration") have heretofore been recorded.

C. The Declaration has not been otherwise previously amended, or supplemented.

D. Declarant now wishes to add additional property to said Development and thereby extend the size of the Homeowners Association.

**NOW, THEREFORE, IT IS DECLARED AS FOLLOWS:**

1. Declarant is the owner of the real property described in Exhibit "A" attached hereto.

2. Declarant hereby annexes the real property described in Exhibit "A" attached hereto, and makes it a part of the Development established in the Declaration and by virtue hereof said annexed property shall be subject to all of the terms and provisions of said Declaration which, by this reference, is incorporated herein and made a part hereof. This annexation is being effected pursuant to Section 14.2 of ARTICLE XIV "Annexations" of the Declaration and is in conformance with a detailed plan of phased development as submitted to the California Department of Real Estate with the application for a public report for the eighteenth Phase of the Covered Property.

3. The recordation of this Seventeenth Supplementary Declaration shall constitute and effectuate the annexation of the annexed property, described on Exhibit "A," making said property subject to the Declaration and subject to the functions, powers and jurisdiction of La Mirada Village Homeowners Association, a California corporation, (the "Association"), as provided in the Declaration and thereafter



said real property shall be part of the Covered Property as that term is defined in the Declaration. All of the Owners of Residences in the annexed property shall automatically be Members of the Association and Owners under the Declaration and be entitled to voting rights as provided in the Declaration. The Association shall be responsible to maintain the Common Area as identified on Exhibit "A" attached hereto.

4. All easements reserved by Declarant in the Declaration are hereby reserved over the annexed property, together with the right to grant and transfer the same as provided in the Declaration.

5. There is hereby created by the Declarant and its successors and assigns, together with the right to grant and transfer the same, certain sideyard easements, which are depicted on Exhibit "B" attached hereto, which easements shall be part of the Declaration as said term is used and defined in Section 13.11 of the Declaration.

6. No Assessment or voting rights called for by the Declaration shall commence as to any Residence within the annexed property until the first day of the first month following the close of escrow causing the first transfer of a Residence within the annexed property to an Owner, at which time Assessments and voting rights shall commence as to all Residences in the annexed property.

7. The Association shall have the duty, as set forth in Section 7.1 of the Declaration, to maintain, repair, replace,

and make necessary improvements to the Common Area Lots annexed hereby, identified, and more fully described on Exhibit "A," attached hereto.

IN WITNESS WHEREOF, Declarant has executed this Seventeenth Supplementary Declaration of Covenants, Conditions, Restrictions and Reservation of Easements and Notice of Annexation for La Mirada Village Homeowners Association on the date first above written.

"DECLARANT"

A-M HOMES, a California limited partnership

By: PGC HOLDINGS, INC., a California corporation, Its General Partner

By: H. Lawrence Webb

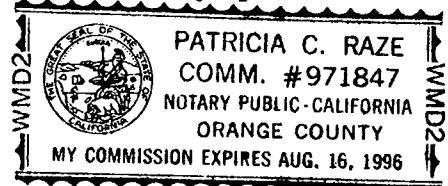
Its: Vice President

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF ORANGE )

On October 13, 1992, before me, Patricia C. Raze, personally appeared H. LAWRENCE WEBB, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Patricia C. Raze



(Notary Seal)  
92 1908177

7

EXHIBIT "A"

THE PROPERTY

RESIDENTIAL LOTS

Lots 1 through 9, inclusive, and Lots 20 through 22, inclusive, of Tract 47983 in the City of La Mirada, County of Los Angeles, State of California, as shown on the Map filed in Book 1191, Pages 62 through 66, inclusive, of Map Books in the Office of the County Recorder of said County, as recorded on 8-17-92.

COMMON AREA

Lots 41 and 43 of Tract 47983 in the City of La Mirada, County of Los Angeles, State of California, as shown on the Map filed in Book 1191, Pages 62 through 66, inclusive, of Map Books in the Office of the County Recorder of said County, as recorded on 8-17-92.

Southern California  
Region  
7 Upper Newport Place  
Newport Beach,  
California 92660  
(714) 852 9411  
FAX (714) 756 0919

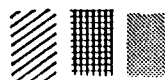
TR 47983

PREPARED FOR :

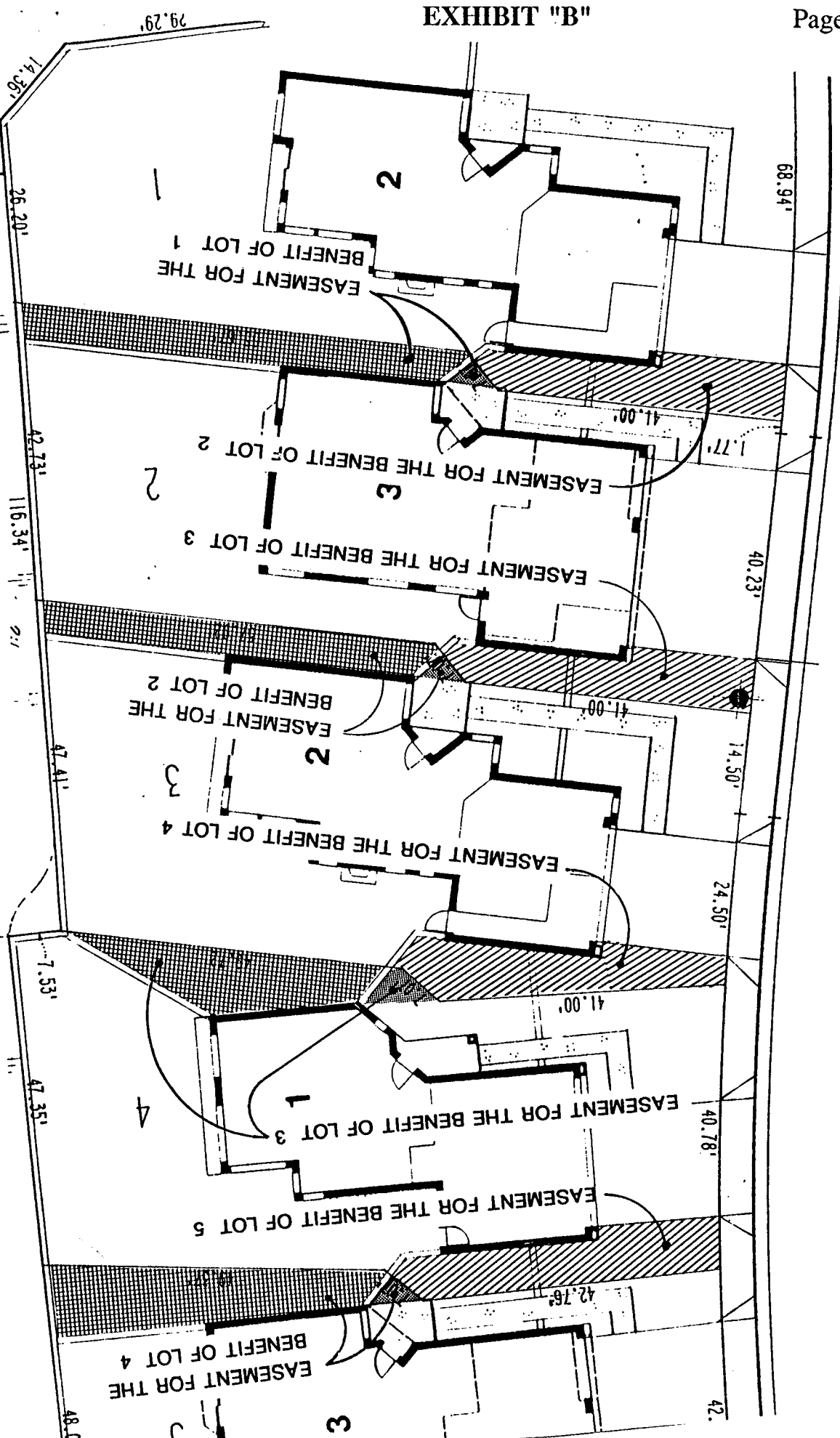


**NOTE :**  
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SIDEYARD & DRAINAGE ESMT (FRONT)  
SIDEYARD & DRAINAGE ESMT (REAR)  
UNDERGROUND DRAINAGE ESMT



SAN SIMON




92 1908177

TR 47983

PREPARED FOR:

Southern California Region  
 7 Upper Newport Plaza  
 Newport Beach, California 92660  
 (714) 852 9111  
 FAX (714) 756 0919



3-3-92



SAN SIMON

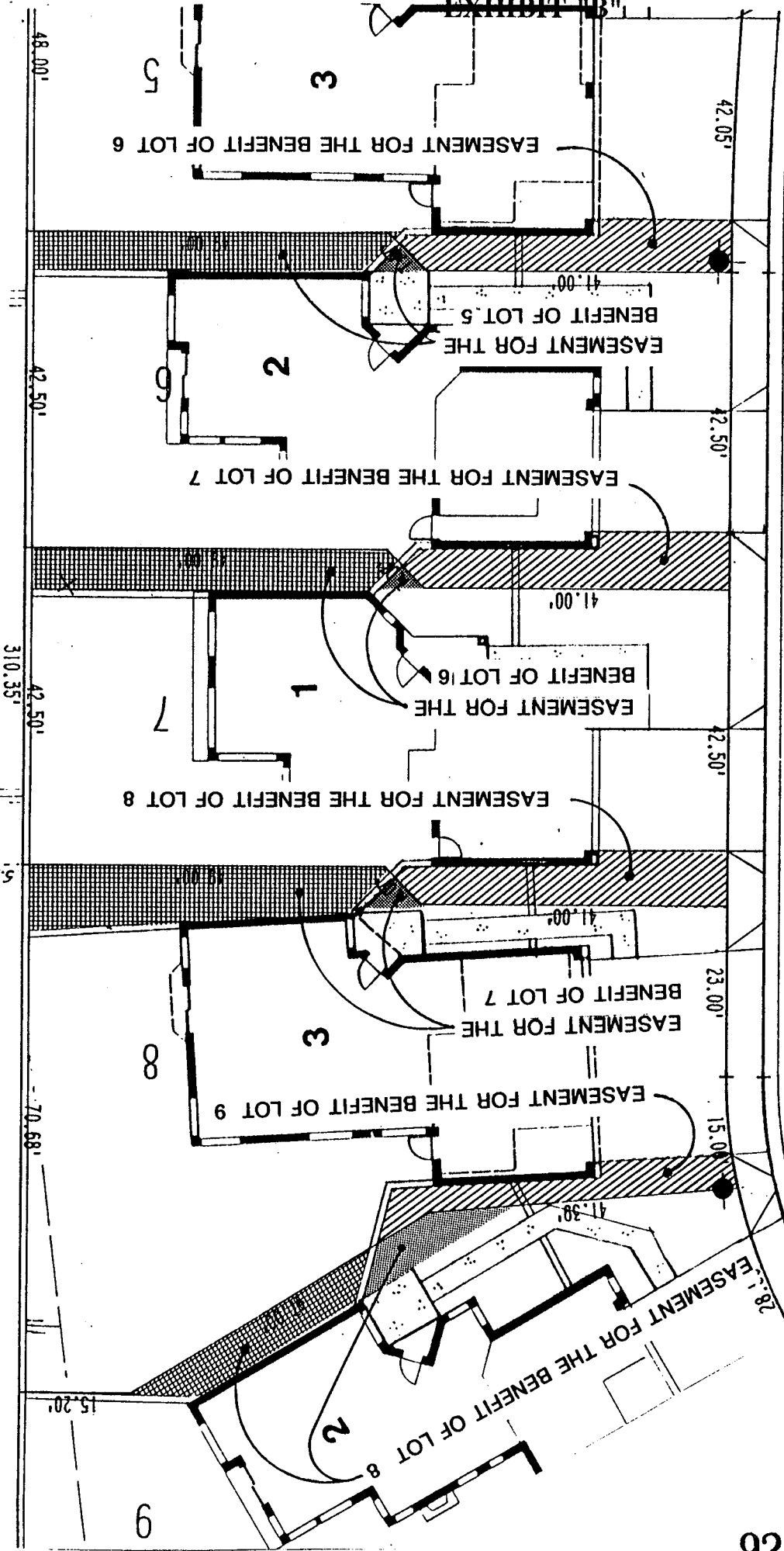
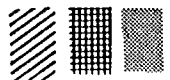
NOTE :

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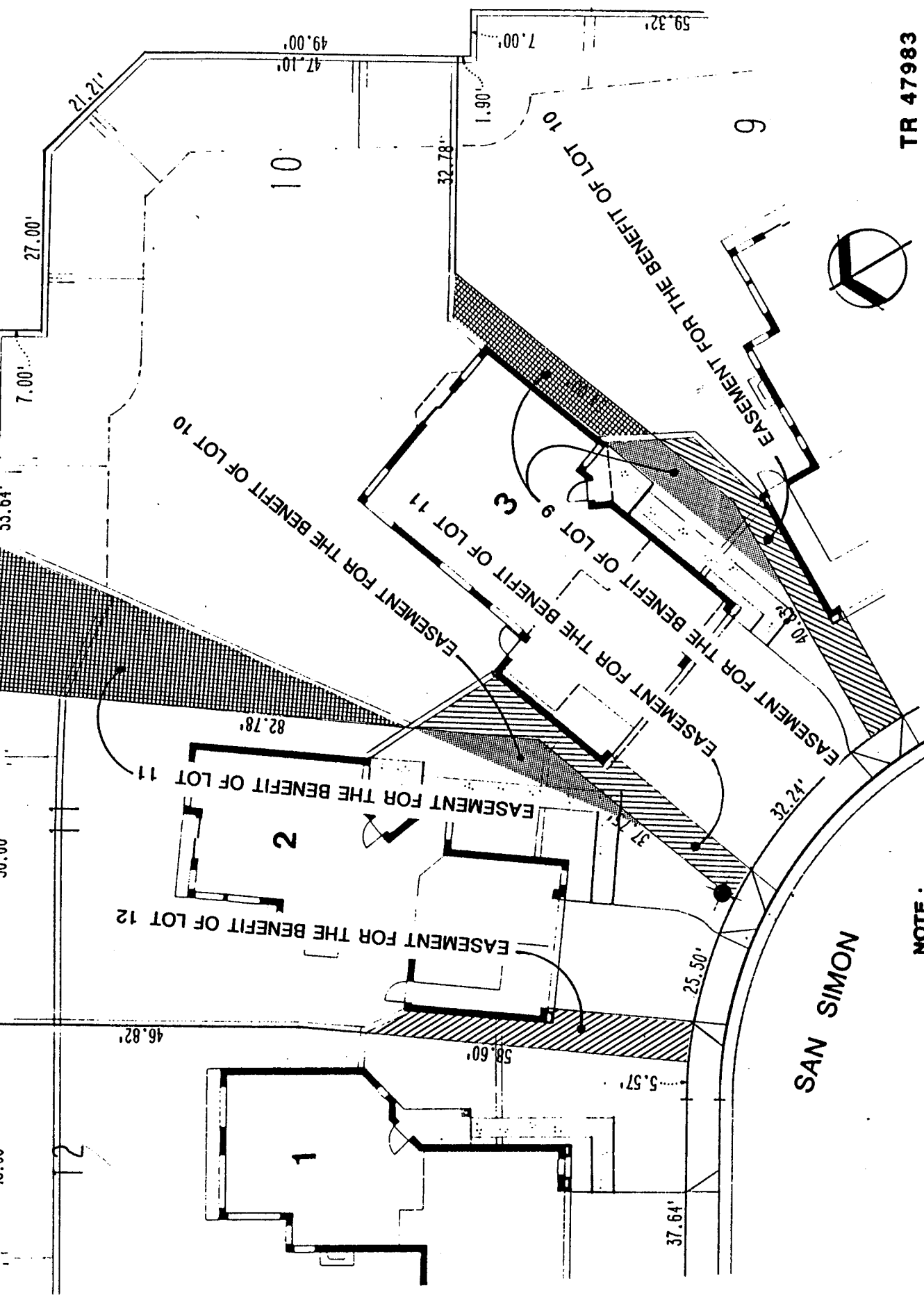
SIDEYARD & DRAINAGE ESMT (FRONT)

SIDEYARD & DRAINAGE ESMT (REAR)

UNDERGROUND DRAINAGE ESMT



92 1908177



TR 47983

PREPARED FOR :

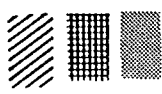
Southern California  
Region  
7 Union Newport Plaza  
Newport Beach,  
California 92660  
(714) 652 9111  
FAX (714) 758 0919

3-3-82

NOTE :

THIS PLAN IS INTENDED TO PROVIDE INFORMATION REGARDING SIDEYARD & DRAINAGE EASEMENTS. ALL ADDITIONAL INFORMATION SHOWN, INCLUDING WALLS, IS PRELIMINARY AND SUBJECT TO CHANGE AT AM HOMES SOLE DISCRETION. ANY DEPICTION OF BOUNDARIES, BUILDING LOCATIONS, BUILDING SETBACKS, AND USABLE YARD SPACE ON THIS EXHIBIT IS INTENDED ONLY AS GENERAL GUIDE AND IS NOT INTENDED AS A TOPOGRAPHICAL OR LEGAL PRESENTATION OF THE PROPERTY. ACTUAL BUILDING LOCATIONS AND BOUNDARIES MAY DIFFER TO SOME DEGREE FROM THIS DEPICTION.

- SIDEYARD & DRAINAGE ESMT (FRONT)
- SIDEYARD & DRAINAGE ESMT (REAR)
- UNDERGROUND DRAINAGE ESMT



92 1908177

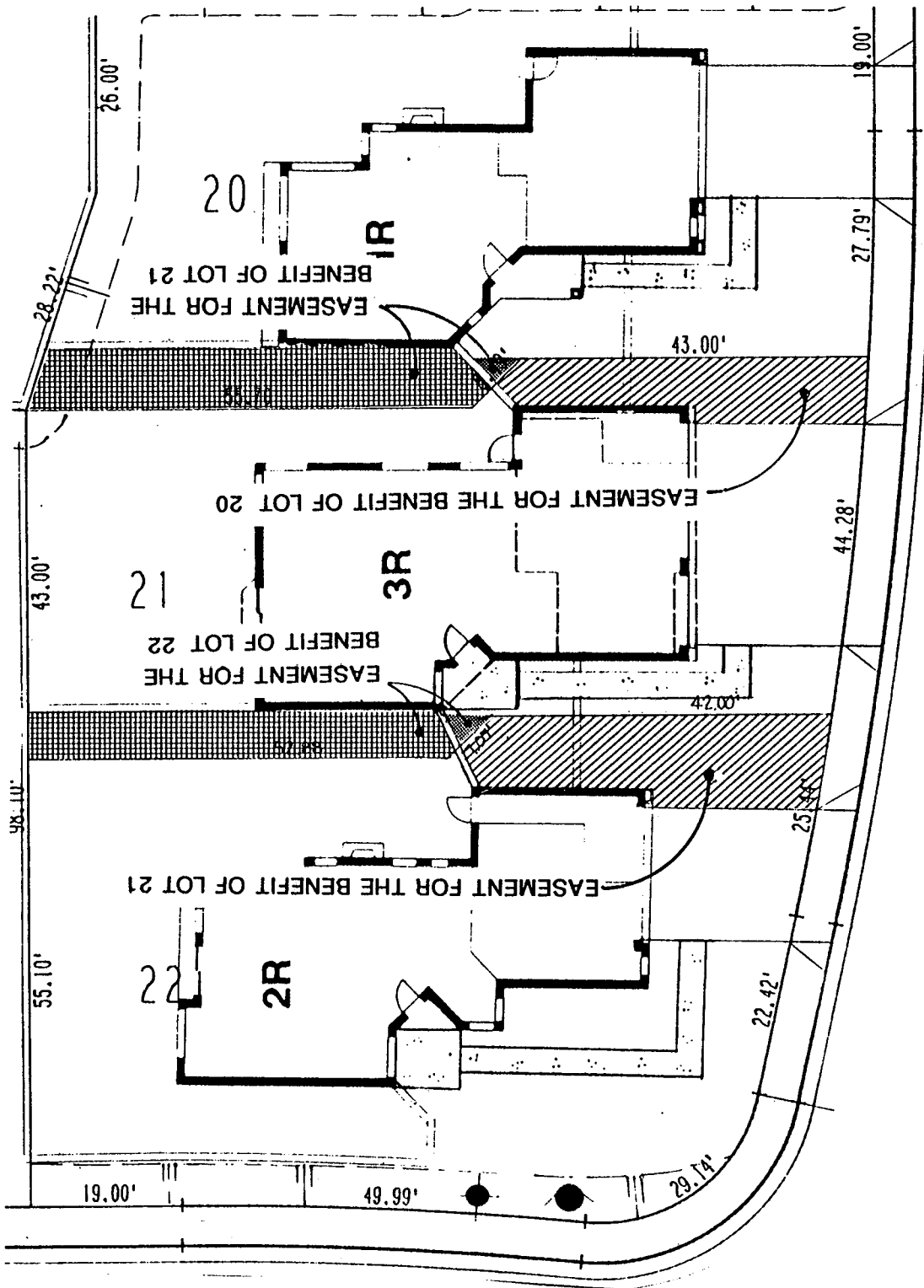
TR 47983

PREPARED FOR :



Southern California Region  
7 Upper Newport Plaza  
Newport Beach  
California 92660  
(714) 852 3411  
FAX (714) 756 0519

3-3-92



SAN SIMON

NOTE :

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- SIDEYARD & DRAINAGE ESM'T (FRONT)
- SIDEYARD & DRAINAGE ESM'T (REAR)
- UNDERGROUND DRAINAGE ESM'T



ROUSSEAU

92 1908177

12

**SUBORDINATION AGREEMENT**

BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, successor by merger to Security Pacific National Bank, being the beneficiary under that certain deed of trust recorded September 30, 1992, as Instrument No. 92-1831205 with the Office of the County Recorder of Los Angeles County, California, hereby declares that the lien and charge of said deed of trust is and shall be subordinate and inferior to that certain Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for La Mirada Village Homeowners Association (the "Declarant") referred to in the Seventeenth Supplementary Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for La Mirada Village Homeowners Association to which this Subordination Agreement is attached, and to the Seventeenth Supplementary Declaration of Covenants, Conditions, Restrictions and Reservation of Easements and Notice of Annexation for La Mirada Village Homeowners Association. The execution of this Subordination Agreement by the undersigned shall in no way constitute a waiver by the undersigned of its rights under any of the lender protection provisions of the Declaration, including, without limitation, the provisions of Section 3.11 and Article XV of the Declaration.

Dated: 10/15/92

BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, successor by merger to Security Pacific National Bank

By: *Frank H. [Signature]*

Its: *SR. Attorney [Signature]*

(ATTACH NOTARY)



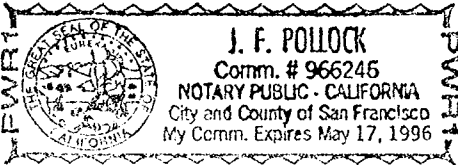
**CORPORATE ACKNOWLEDGMENT**

NO. 202

State of California }  
County of San Francisco } SS.

On this the 13<sup>th</sup> day of October 1992, before me,  
J. F. Pollock,  
the undersigned Notary Public, personally appeared

Kevin W. Mangan,  
 personally known to me  
 proved to me on the basis of satisfactory evidence  
to be the person(s) who executed the within instrument as  
Senior Agency Officer or on behalf of the corporation therein  
named, and acknowledged to me that the corporation executed it.  
WITNESS my hand and official seal.



J. F. Pollock  
Notary's Signature

**ATTENTION NOTARY:** Although the information requested below is **OPTIONAL**, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE  
MUST BE ATTACHED  
TO THE DOCUMENT  
DESCRIBED AT RIGHT:

Title or Type of Document Subordination Agreement  
Number of Pages 1 Date of Document 10/13/92  
Signer(s) Other Than Named Above N/A **92 1908177**

RECORDED AT THE REQUEST OF  
AND WHEN RECORDED MAIL TO:

A-M HOMES  
7 Upper Newport Plaza  
Newport Beach, CA 92660  
Attn: Rhonda Heacock

RECORDED IN OFFICIAL RECORDS  
OF LOS ANGELES COUNTY, CA.  
OCT 15 1992 AT 8 A.M.  
Recorder's Office

FEE \$ 46.00 E

213

(Space Above for Recorder's Use Only)

EIGHTEENTH SUPPLEMENTARY DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION  
OF EASEMENTS AND NOTICE OF ANNEXATION FOR  
LA MIRADA VILLAGE HOMEOWNERS ASSOCIATION

THIS EIGHTEENTH SUPPLEMENTARY DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS  
AND NOTICE OF ANNEXATION FOR LA MIRADA VILLAGE HOMEOWNERS  
ASSOCIATION ("Eighteenth Supplementary Declaration") is made  
this 12th day of October, 1992, by A-M HOMES, a California  
limited partnership ("Declarant").

R E C I T A L S

A. A Declaration of Covenants, Conditions,  
Restrictions and Reservation of Easements for La Mirada Village  
Homeowners Association (the "Declaration") has heretofore been  
recorded on October 29, 1991, as Instrument No. 91-1709875,  
Official Records of Los Angeles County, California. The  
Declaration was amended in that certain First Amendment of  
Declaration of Covenants, Conditions, Restrictions and  
Reservation of Easements for La Mirada Village Homeowners  
Association recorded on December 20, 1991 as Instrument No. 91-

THIS INSTRUMENT FILED FOR RECORD BY FIRST AMERICAN  
TITLE CO. OF - A, AS AN ACCOMMODATION ONLY. IT HAS NOT  
BEEN EXAMINED AS TO ITS EXECUTION OR AS TO ITS  
EFFECT UPON TITLE.

612132-8

2003448, Official Records of Los Angeles County, California.

B. A First Supplementary Declaration of Covenants, Conditions, Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("First Supplementary Declaration") and a Second Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Second Supplementary Declaration") and a Third Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Third Supplementary Declaration") and a Fourth Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Fourth Supplementary Declaration") and a Fifth Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Fifth Supplementary Declaration") and a Sixth Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Sixth Supplementary Declaration") and a Seventh Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Seventh Supplementary Declaration") and an Eighth Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Eighth Supplementary Declaration") and

a Ninth Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Ninth Supplementary Declaration") and a Tenth Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Tenth Supplementary Declaration") and an Eleventh Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Eleventh Supplementary Declaration") and a Twelfth Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Twelfth Supplementary Declaration") and a Thirteenth Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Thirteenth Supplementary Declaration") and a Fourteenth Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Fourteenth Supplementary Declaration") and a Fifteenth Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Fifteenth Supplementary Declaration") and a Sixteenth Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Sixteenth Supplementary Declaration") and a Seventeenth Supplementary Declaration of Covenants, Conditions and

Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Seventeenth Supplementary Declaration") have heretofore been recorded.

C. The Declaration has not been otherwise previously amended, or supplemented.

D. Declarant now wishes to add additional property to said Development and thereby extend the size of the Homeowners Association.

**NOW, THEREFORE, IT IS DECLARED AS FOLLOWS:**

1. Declarant is the owner of the real property described in Exhibit "A" attached hereto.

2. Declarant hereby annexes the real property described in Exhibit "A" attached hereto, and makes it a part of the Development established in the Declaration and by virtue hereof said annexed property shall be subject to all of the terms and provisions of said Declaration which, by this reference, is incorporated herein and made a part hereof. This annexation is being effected pursuant to Section 14.2 of ARTICLE XIV "Annexations" of the Declaration and is in conformance with a detailed plan of phased development as submitted to the California Department of Real Estate with the application for a public report for the nineteenth Phase of the Covered Property.

3. The recordation of this Eighteenth Supplementary Declaration shall constitute and effectuate the annexation of the annexed property, described on Exhibit "A," making said property subject to the Declaration and subject to the

functions, powers and jurisdiction of La Mirada Village Homeowners Association, a California corporation, (the "Association"), as provided in the Declaration and thereafter said real property shall be part of the Covered Property as that term is defined in the Declaration. All of the Owners of Residences in the annexed property shall automatically be Members of the Association and Owners under the Declaration and be entitled to voting rights as provided in the Declaration.

4. All easements reserved by Declarant in the Declaration are hereby reserved over the annexed property, together with the right to grant and transfer the same as provided in the Declaration.

5. There is hereby created by the Declarant and its successors and assigns, together with the right to grant and transfer the same, certain sideyard easements, which are depicted on Exhibit "B" attached hereto, which easements shall be part of the Declaration as said term is used and defined in Section 13.11 of the Declaration.

6. No Assessment or voting rights called for by the Declaration shall commence as to any Residence within the annexed property until the first day of the first month following the close of escrow causing the first transfer of a Residence within the annexed property to an Owner, at which time Assessments and voting rights shall commence as to all Residences in the annexed property.

**IN WITNESS WHEREOF**, Declarant has executed this

Eighteenth Supplementary Declaration of Covenants, Conditions, Restrictions and Reservation of Easements and Notice of Annexation for La Mirada Village Homeowners Association on the date first above written.

"DECLARANT"

A-M HOMES, a California limited partnership

By: PGC HOLDINGS, INC., a California corporation, Its General Partner

By: H. Lawrence Webb

Its: Vice President

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF ORANGE )

On October 13, 1992, before me, Patricia C. Raze, personally appeared H. LAWRENCE WEBB, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Patricia C. Raze



(Notary Seal)

92 1908178

EXHIBIT "A"

7

THE PROPERTY

RESIDENTIAL LOTS

Lots 10 through 19, inclusive, of Tract 47983 in the City of La Mirada, County of Los Angeles, State of California, as shown on the Map filed in Book 1191, Pages 62 through 66, inclusive, of Map Books in the Office of the County Recorder of said County, as recorded on 8-17-92.



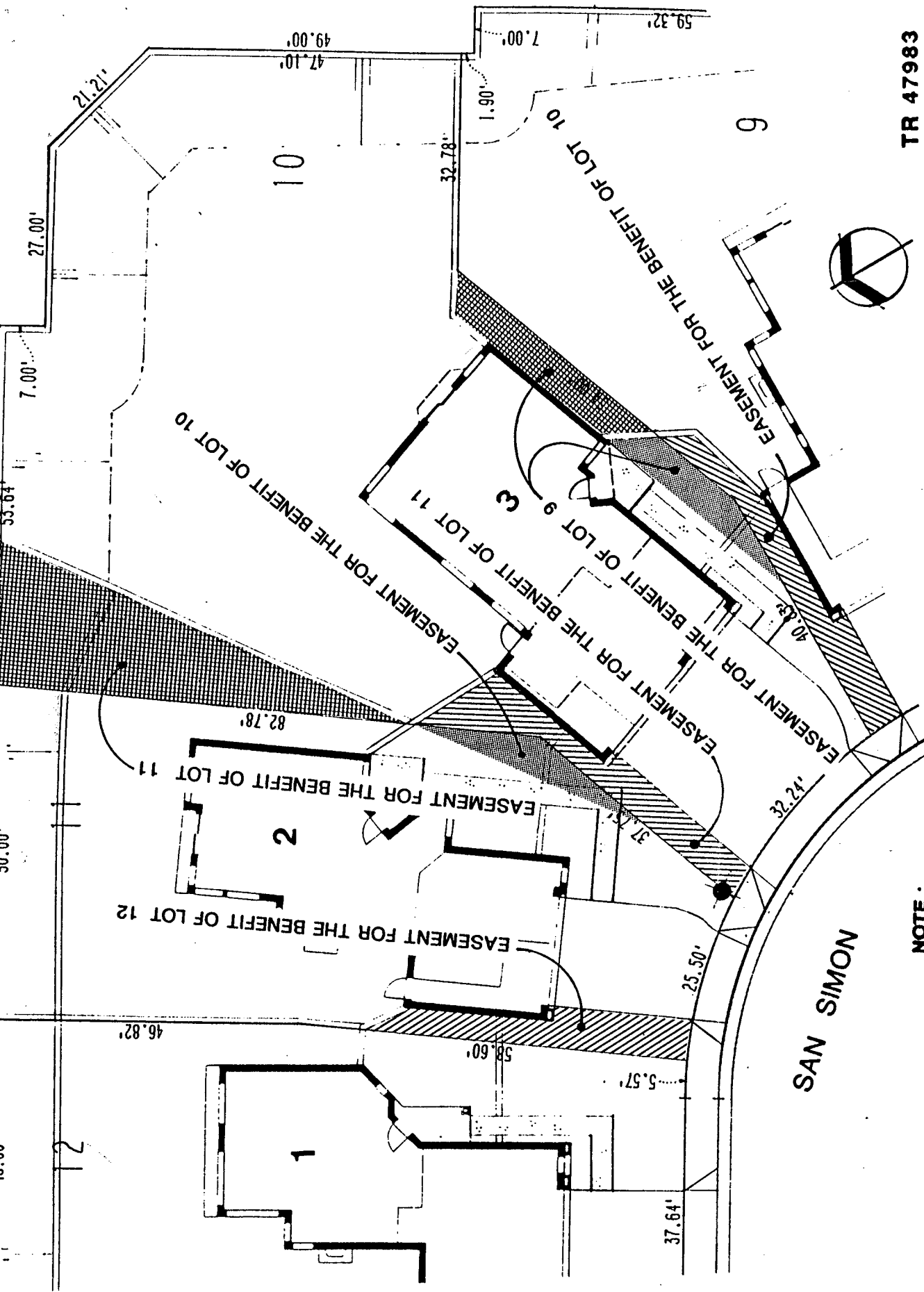
TR 47983

PREPARED FOR :



Southern California Region  
7 Upper Newport Place  
Newport Beach, California 92660  
(714) 852 8111  
FAX (714) 756 0919

3-3-92



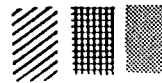
NOTE :

THIS PLAN IS INTENDED TO PROVIDE INFORMATION REGARDING SIDEYARD & DRAINAGE EASEMENTS. ALL ADDITIONAL INFORMATION SHOWN, INCLUDING WALLS, IS PRELIMINARY AND SUBJECT TO CHANGE AT AM HOMES SOLE DISCRETION. ANY DEPICTION OF BOUNDARIES, BUILDING LOCATIONS, BUILDING SETBACKS, AND USABLE YARD SPACE ON THIS EXHIBIT IS INTENDED ONLY AS GENERAL GUIDE AND IS NOT INTENDED AS A TOPOGRAPHICAL OR LEGAL PRESENTATION OF THE PROPERTY. ACTUAL BUILDING LOCATIONS AND BOUNDARIES MAY DIFFER TO SOME DEGREE FROM THIS DEPICTION.

SIDEYARD & DRAINAGE ESMT (FRONT)

SIDEYARD & DRAINAGE ESMT (REAR)

UNDERGROUND DRAINAGE ESMT



92 1908178



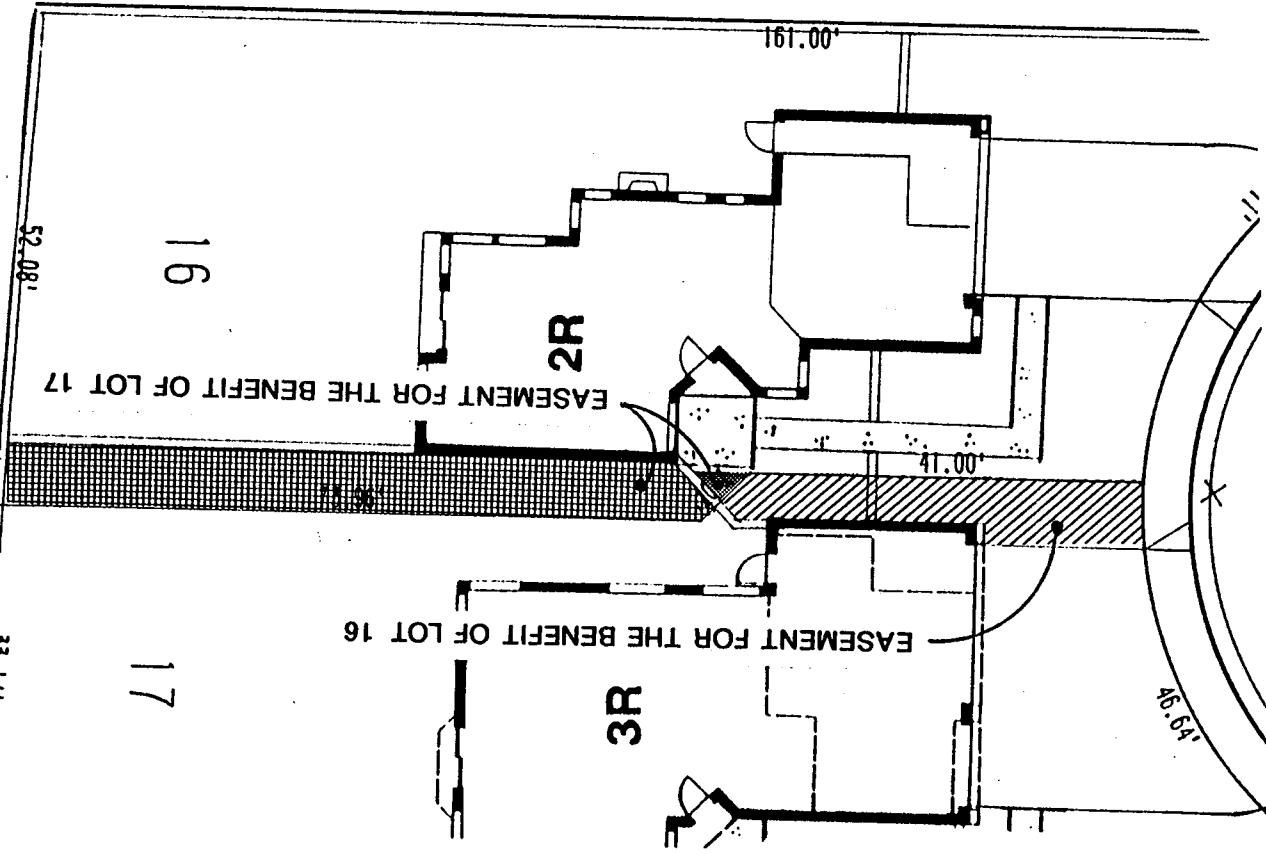
TR 47983

PREPARED FOR:

**AM HOMES**

Southern California Region  
 7 Upper Newport Plaza  
 Newport Beach  
 California 92660  
 (714) 652-9411  
 FAX (714) 756-0919

3-3-92

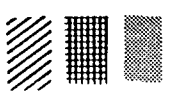


SAN SIMON

NOTE :

THIS PLAN IS INTENDED TO PROVIDE INFORMATION REGARDING SIDEYARD & DRAINAGE EASEMENTS. ALL ADDITIONAL INFORMATION SHOWN, INCLUDING WALLS, IS PRELIMINARY AND SUBJECT TO CHANGE AT AM HOMES SOLE DISCRETION. ANY DEPICTION OF BOUNDARIES, BUILDING LOCATIONS, BUILDING SETBACKS, AND USABLE YARD SPACE ON THIS EXHIBIT IS INTENDED ONLY AS GENERAL GUIDE AND IS NOT INTENDED AS A TOPOGRAPHICAL OR LEGAL REPRESENTATION OF THE PROPERTY. ACTUAL BUILDING LOCATIONS AND BOUNDARIES MAY DIFFER TO SOME DEGREE FROM THIS DEPICTION.

- SIDEYARD & DRAINAGE ESMT (FRONT)
- SIDEYARD & DRAINAGE ESMT (REAR)
- UNDERGROUND DRAINAGE ESMT



92 1908178

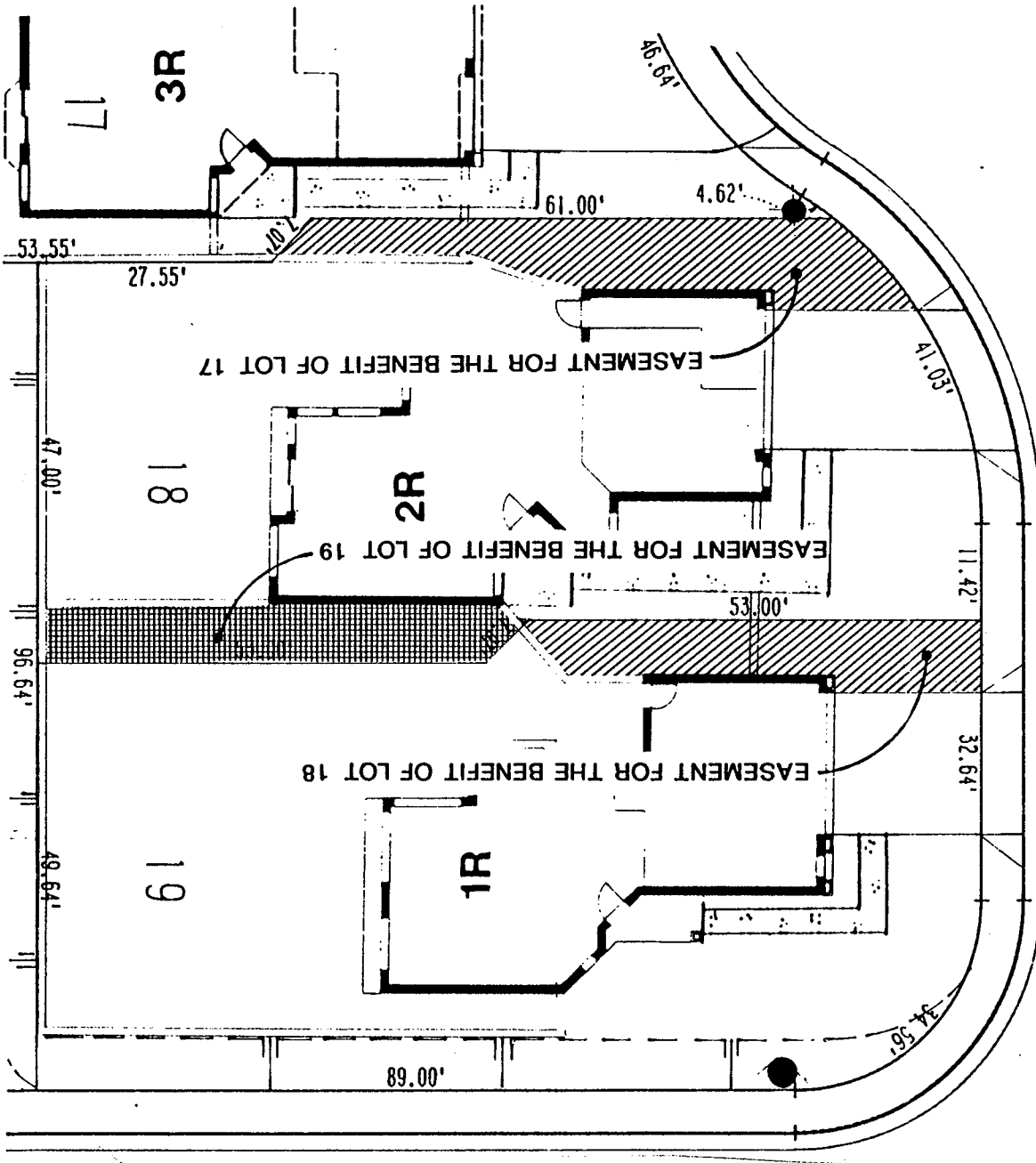
TR 47983



PREPARED FOR :

Southern California  
Region  
7 Upper Newport Plaza  
Newport Beach  
California 92660  
(714) 852-9111  
FAX (714) 756-0919

3-3-92



SAN SIMON

SAN SIMON

**NOTE :**

THIS PLAN IS INTENDED TO PROVIDE INFORMATION REGARDING SIDEYARD & DRAINAGE EASEMENTS. ALL ADDITIONAL INFORMATION SHOWN, INCLUDING WALLS, IS PRELIMINARY AND SUBJECT TO CHANGE AT AM HOMES SOLE DISCRETION. ANY DEPICTION OF BOUNDARIES, BUILDING LOCATIONS, BUILDING SETBACKS, AND USABLE YARD SPACE ON THIS EXHIBIT IS INTENDED ONLY AS GENERAL GUIDE AND IS NOT INTENDED AS A TOPOGRAPHICAL OR LEGAL PRESENTATION OF THE PROPERTY. ACTUAL BUILDING LOCATIONS AND BOUNDARIES MAY DIFFER TO SOME DEGREE FROM THIS DEPICTION.

-  SIDEYARD & DRAINAGE ESMT (FRONT)
-  SIDEYARD & DRAINAGE ESMT (REAR)
-  UNDERGROUND DRAINAGE ESMT

92 1908178

12

**SUBORDINATION AGREEMENT**

BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, successor by merger to Security Pacific National Bank, being the beneficiary under that certain deed of trust recorded September 30, 1992, as Instrument No. 92-1831205 with the Office of the County Recorder of Los Angeles County, California, hereby declares that the lien and charge of said deed of trust is and shall be subordinate and inferior to that certain Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for La Mirada Village Homeowners Association (the "Declarant") referred to in the Eighteenth Supplementary Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for La Mirada Village Homeowners Association to which this Subordination Agreement is attached, and to the Eighteenth Supplementary Declaration of Covenants, Conditions, Restrictions and Reservation of Easements and Notice of Annexation for La Mirada Village Homeowners Association. The execution of this Subordination Agreement by the undersigned shall in no way constitute a waiver by the undersigned of its rights under any of the lender protection provisions of the Declaration, including, without limitation, the provisions of Section 3.11 and Article XV of the Declaration.

Dated: 10/13/92

BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION,  
successor by merger to Security Pacific National Bank

By: *Terrell W. Morgan*

Its: *T. Morgan*

(ATTACH NOTARY)

**CORPORATE ACKNOWLEDGMENT**

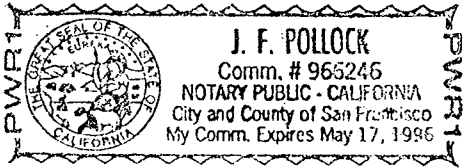
State of California  
County of San Francisco } SS.

On this the 13<sup>th</sup> day of October 1996, before me,

J.F. Pollock  
the undersigned Notary Public, personally appeared

Kevin W. Mangan

personally known to me  
 proved to me on the basis of satisfactory evidence  
to be the person(s) who executed the within instrument as  
Senior Agency Officer or on behalf of the corporation therein  
named, and acknowledged to me that the corporation executed it.  
WITNESS my hand and official seal.



J.F. Pollock  
Notary's Signature

**ATTENTION NOTARY:** Although the information requested below is **OPTIONAL**, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE  
MUST BE ATTACHED  
TO THE DOCUMENT  
DESCRIBED AT RIGHT:

Title or Type of Document Subordination Agreement  
Number of Pages 1 Date of Document 10-13-96  
Signer(s) Other Than Named Above N/A

92 1908178

92 1908179

RECORDED AT THE REQUEST OF  
AND WHEN RECORDED MAIL TO:

A-M HOMES  
7 Upper Newport Plaza  
Newport Beach, CA 92660  
Attn: Rhonda Heacock

RECORDED IN OFFICIAL RECORDS  
OF LOS ANGELES COUNTY, CA.  
OCT 15 1992 AT 8 A.M.  
Recorder's Office

FEE \$ 40.00 E

2/11

(Space Above for Recorder's Use Only)

NINETEENTH SUPPLEMENTARY DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION  
OF EASEMENTS AND NOTICE OF ANNEXATION FOR  
LA MIRADA VILLAGE HOMEOWNERS ASSOCIATION

THIS NINETEENTH SUPPLEMENTARY DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS  
AND NOTICE OF ANNEXATION FOR LA MIRADA VILLAGE HOMEOWNERS  
ASSOCIATION ("Nineteenth Supplementary Declaration") is made  
this 12th day of October, 1992, by A-M HOMES, a California  
limited partnership ("Declarant").

RECITALS

A. A Declaration of Covenants, Conditions,  
Restrictions and Reservation of Easements for La Mirada Village  
Homeowners Association (the "Declaration") has heretofore been  
recorded on October 29, 1991, as Instrument No. 91-1709875,  
Official Records of Los Angeles County, California. The  
Declaration was amended in that certain First Amendment of  
Declaration of Covenants, Conditions, Restrictions and  
Reservation of Easements for La Mirada Village Homeowners  
Association recorded on December 20, 1991 as Instrument No. 91-

THIS INSTRUMENT FILED FOR RECORD BY FIRST AMERICAN  
TITLE CO. OF L.A. AS AN ACCOMMODATION ONLY. IT HAS NOT  
BEEN EXAMINED AS TO ITS EXECUTION OR AS TO ITS  
EFFECT UPON TITLE.

G12132-8

2003448, Official Records of Los Angeles County, California.

B. A First Supplementary Declaration of Covenants, Conditions, Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("First Supplementary Declaration") and a Second Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Second Supplementary Declaration") and a Third Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Third Supplementary Declaration") and a Fourth Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Fourth Supplementary Declaration") and a Fifth Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Fifth Supplementary Declaration") and a Sixth Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Sixth Supplementary Declaration") and a Seventh Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Seventh Supplementary Declaration") and an Eighth Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Eighth Supplementary Declaration") and



a Ninth Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Ninth Supplementary Declaration") and a Tenth Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Tenth Supplementary Declaration") and an Eleventh Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Eleventh Supplementary Declaration") and a Twelfth Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Twelfth Supplementary Declaration") and a Thirteenth Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Thirteenth Supplementary Declaration") and a Fourteenth Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Fourteenth Supplementary Declaration") and a Fifteenth Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Fifteenth Supplementary Declaration") and a Sixteenth Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Sixteenth Supplementary Declaration") and a Seventeenth Supplementary Declaration of Covenants, Conditions and

Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Seventeenth Supplementary Declaration") and an Eighteenth Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Eighteenth Supplementary Declaration") have heretofore been recorded.

C. The Declaration has not been otherwise previously amended, or supplemented.

D. Declarant now wishes to add additional property to said Development and thereby extend the size of the Homeowners Association.

**NOW, THEREFORE, IT IS DECLARED AS FOLLOWS:**

1. Declarant is the owner of the real property described in Exhibit "A" attached hereto.
2. Declarant hereby annexes the real property described in Exhibit "A" attached hereto, and makes it a part of the Development established in the Declaration and by virtue hereof said annexed property shall be subject to all of the terms and provisions of said Declaration which, by this reference, is incorporated herein and made a part hereof. This annexation is being effected pursuant to Section 14.2 of ARTICLE XIV "Annexations" of the Declaration and is in conformance with a detailed plan of phased development as submitted to the California Department of Real Estate with the application for a public report for the twentieth Phase of the Covered Property.
3. The recordation of this Nineteenth Supplementary

Declaration shall constitute and effectuate the annexation of the annexed property, described on Exhibit "A," making said property subject to the Declaration and subject to the functions, powers and jurisdiction of La Mirada Village Homeowners Association, a California corporation, (the "Association"), as provided in the Declaration and thereafter said real property shall be part of the Covered Property as that term is defined in the Declaration. All of the Owners of Residences in the annexed property shall automatically be Members of the Association and Owners under the Declaration and be entitled to voting rights as provided in the Declaration.

4. All easements reserved by Declarant in the Declaration are hereby reserved over the annexed property, together with the right to grant and transfer the same as provided in the Declaration.

5. There is hereby created by the Declarant and its successors and assigns, together with the right to grant and transfer the same, certain sideyard easements, which are depicted on Exhibit "B" attached hereto, which easements shall be part of the Declaration as said term is used and defined in Section 13.11 of the Declaration.

6. No Assessment or voting rights called for by the Declaration shall commence as to any Residence within the annexed property until the first day of the first month following the close of escrow causing the first transfer of a Residence within the annexed property to an Owner, at which time

Assessments and voting rights shall commence as to all Residences in the annexed property.

IN WITNESS WHEREOF, Declarant has executed this Nineteenth Supplementary Declaration of Covenants, Conditions, Restrictions and Reservation of Easements and Notice of Annexation for La Mirada Village Homeowners Association on the date first above written.

"DECLARANT"

A-M HOMES, a California limited partnership

By: PGC HOLDINGS, INC., a California corporation, Its General Partner

By: H. Lawrence Webb

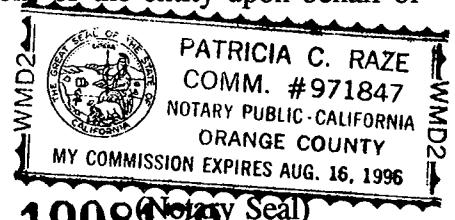
Its: Vice President

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF ORANGE )

On October 13, 19 92, before me, Patricia C. Raze, personally appeared H. LAWRENCE WEBB, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Patricia C. Raze



92 1908179

**EXHIBIT "A"**

**THE PROPERTY**

**RESIDENTIAL LOTS**

Lots 13 through 17, inclusive, of Tract 49839 in the City of La Mirada, County of Los Angeles, State of California, as shown on the Map filed in Book 1190, Pages 81 through 85, inclusive, of Map Books in the Office of the County Recorder of said County, as recorded on 7-29-92.

92 1908179

Southern California  
Region  
71000 Newport Plaza  
Newport Beach  
California 92640  
(714) 852 9411  
FAX (714) 756 0919

TR 49839

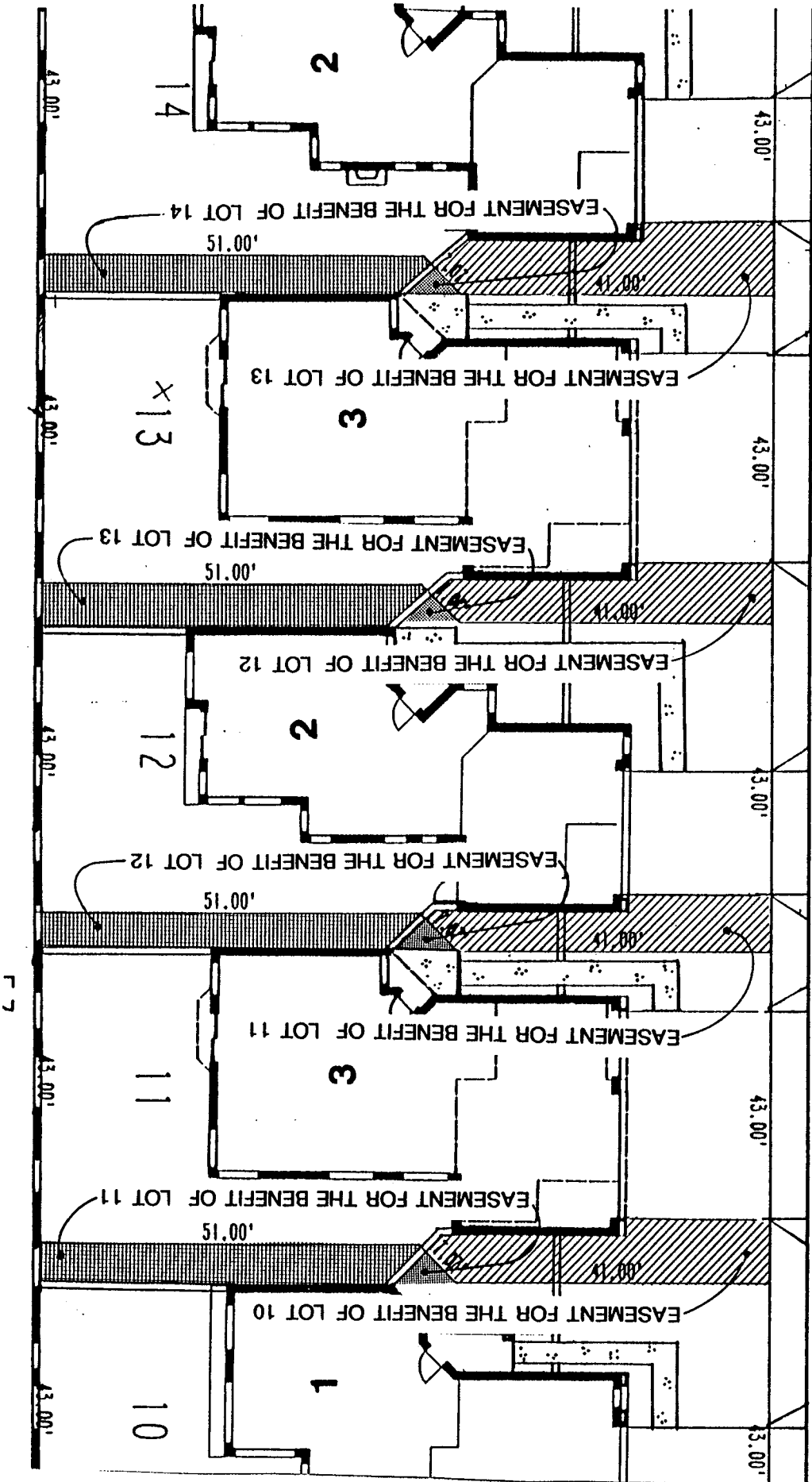
PREPARED FOR :



3-3-92



NORMANDY



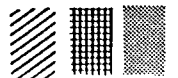
NOTE :

THIS PLAN IS INTENDED TO PROVIDE INFORMATION REGARDING SIDEYARD & DRAINAGE EASEMENTS. ALL ADDITIONAL INFORMATION SHOWN, INCLUDING WALLS, IS PRELIMINARY AND SUBJECT TO CHANGE AT AM HOMES SOLE DISCRETION. ANY DEPICTION OF BOUNDARIES, BUILDING LOCATIONS, BUILDING SETBACKS, AND USABLE YARD SPACE ON THIS EXHIBIT IS INTENDED ONLY AS GENERAL GUIDE AND IS NOT INTENDED AS A TOPOGRAPHICAL OR LEGAL PRESENTATION OF THE PROPERTY. ACTUAL BUILDING LOCATIONS AND BOUNDARIES MAY DIFFER TO SOME DEGREE FROM THIS DEPICTION.

SIDEYARD & DRAINAGE ESMT (FRONT)

SIDEYARD & DRAINAGE ESMT (REAR)

UNDERGROUND DRAINAGE ESMT




92 1908179

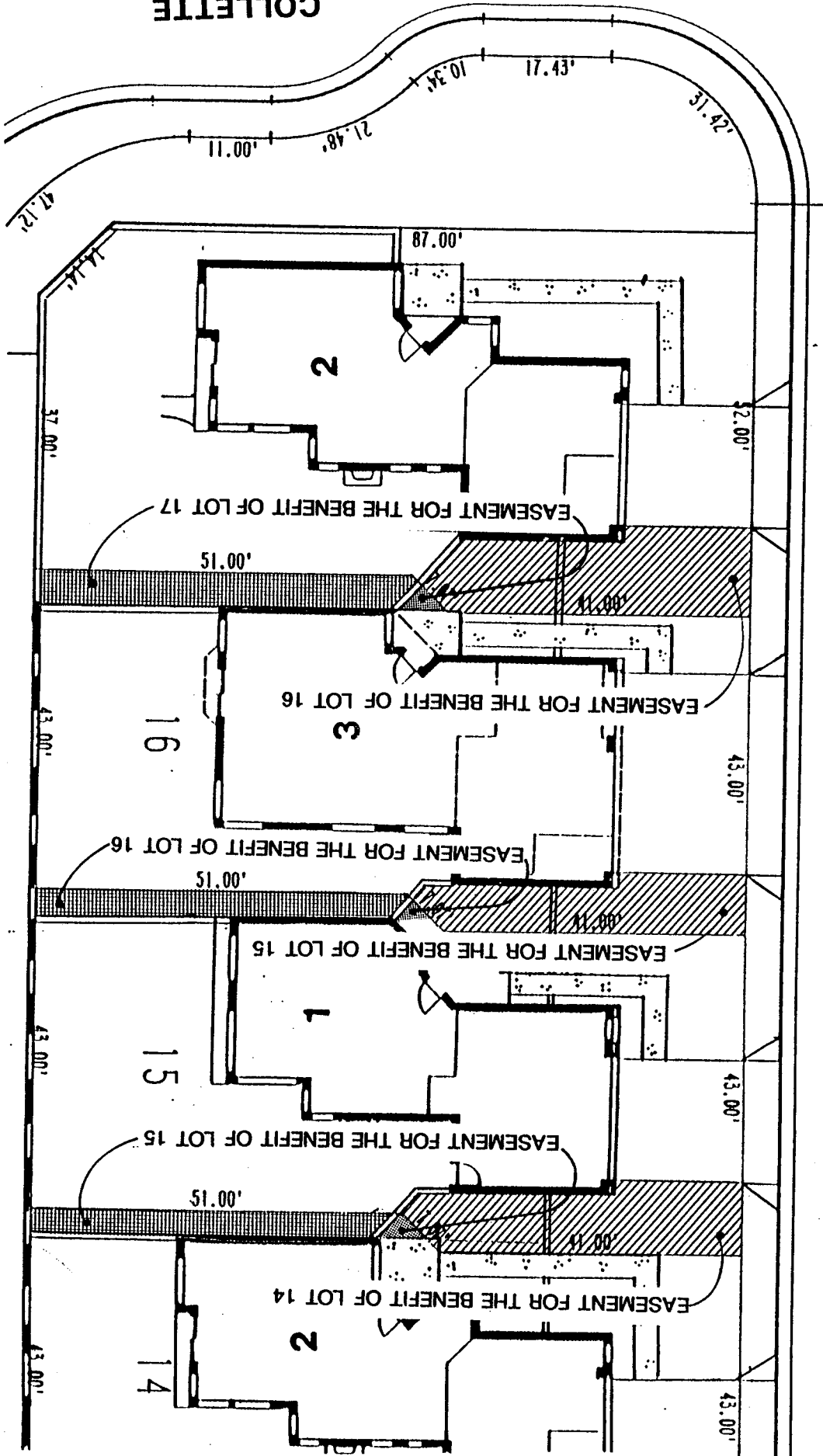
TR 49839

PREPARED FOR :

Southern California  
Region  
71000 Normandy Place  
Newport Beach  
California 92660  
(714) 452 9111  
FAX (714) 756 0819



3-3-92



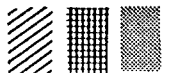
NORMANDY

NOTE :

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- SIDEYARD & DRAINAGE ESMT (FRONT)
- SIDEYARD & DRAINAGE ESMT (REAR)
- UNDERGROUND DRAINAGE ESMT

92 1908179



**SUBORDINATION AGREEMENT**

BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, successor by merger to Security Pacific National Bank, being the beneficiary under that certain 1) deed of trust recorded September 30, 1992, as Instrument No. 92-1831205 with the Office of the County Recorder of Los Angeles County, California, and 2) deed of trust recorded September 30, 1992, as Instrument No. 92-1831206 with the Office of the County Recorder of Los Angeles County, California, hereby declares that the lien and charge of said deed of trust is and shall be subordinate and inferior to that certain Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for La Mirada Village Homeowners Association (the "Declarant") referred to in the Nineteenth Supplementary Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for La Mirada Village Homeowners Association to which this Subordination Agreement is attached, and to the Nineteenth Supplementary Declaration of Covenants, Conditions, Restrictions and Reservation of Easements and Notice of Annexation for La Mirada Village Homeowners Association. The execution of this Subordination Agreement by the undersigned shall in no way constitute a waiver by the undersigned of its rights under any of the lender protection provisions of the Declaration, including, without limitation, the provisions of Section 3.11 and Article XV of the Declaration.

Dated: 10/13/92

BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION,  
successor by merger to Security Pacific National Bank

By: *Janice [Signature]*

Its: *Sic. [Signature]*

(ATTACH NOTARY)



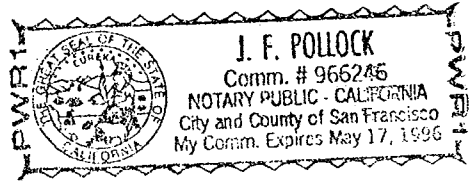
**CORPORATE ACKNOWLEDGMENT**

State of California  
County of San Francisco } SS.

On this the 13<sup>th</sup> day of October 19 92, before me,

J.F. Pollock  
the undersigned Notary Public, personally appeared

Kevin W. Mangan  
 personally known to me  
 proved to me on the basis of satisfactory evidence  
to be the person(s) who executed the within instrument as  
Senior Agency Officer or on behalf of the corporation therein  
named, and acknowledged to me that the corporation executed it.  
WITNESS my hand and official seal.



J.F. Pollock  
Notary's Signature

**ATTENTION NOTARY:** Although the information requested below is **OPTIONAL**, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE  
MUST BE ATTACHED  
TO THE DOCUMENT  
DESCRIBED AT RIGHT:

Title or Type of Document Subordination Agreement  
Number of Pages 1 Date of Document 10-13-92  
Signer(s) Other Than Named Above N/A

92 1908179

RECEIVED  
FEB 23 1993  
AM HOMES

RECORDED AT THE REQUEST OF  
AND WHEN RECORDED MAIL TO:  
A-M HOMES  
7 Upper Newport Plaza  
Newport Beach, CA 92660  
Attn: Rhonda Heacock

RECORDED IN OFFICIAL RECORDS  
OF LOS ANGELES COUNTY, CA.  
JAN 11 1993 AT 8 AM.  
Recorder's Office

(Space Above for Recorder's Use Only)

FIRST AMENDMENT TO THIRTEENTH SUPPLEMENTARY DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION  
OF EASEMENTS AND NOTICE OF ANNEXATION FOR  
LA MIRADA VILLAGE HOMEOWNERS ASSOCIATION

FEE \$17 P  
5

THIS FIRST AMENDMENT TO THIRTEENTH SUPPLEMENTARY  
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND  
RESERVATION OF EASEMENTS AND NOTICE OF ANNEXATION FOR LA MIRADA  
VILLAGE HOMEOWNERS ASSOCIATION ("First Amendment") is made this  
5<sup>th</sup> day of January, 1993, by A-M HOMES, a  
California limited partnership ("Declarant").

R E C I T A L S

A. A Declaration of Covenants, Conditions, Restrictions  
and Reservation of Easements for La Mirada Village Homeowners  
Association (the "Declaration") has heretofore been recorded on  
October 29, 1991, as Instrument No. 91-1709875, Official Records  
of Los Angeles County, California.

B. A First Amendment to Declaration of Covenants,  
Conditions, Restrictions and Reservation of Easements for La  
Mirada Village Homeowners Association ("First Amendment to  
Declaration") has heretofore been recorded on December 20, 1991,  
as Instrument No. 91-2003448, Official Records of Los Angeles  
County, California.

C. A Thirteenth Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Thirteenth Supplementary Declaration") has heretofore been recorded on October 15, 1992, as Instrument No. 92-1908173, in the Official Records of Los Angeles County, California.

D. Declarant is the owner of all of the property described in the Thirteenth Supplementary Declaration. Declarant now wishes to further amend the Thirteenth Supplementary by adding additional paragraphs thereto.

E. The rest and remainder of the Thirteenth Supplementary shall continue in full force and effect.

**NOW, THEREFORE, THE THIRTEENTH SUPPLEMENTARY IS AMENDED AS FOLLOWS:**

1. A new paragraph 8 to the Thirteenth Supplementary shall be added as follows:

"8. The Association shall have the duty to maintain, repair, replace and make necessary improvements to that certain off-site landscaping and irrigation system located on City property, which is depicted on Exhibit "A" attached hereto. The Association shall also have the duty to maintain and repair the exterior portion and cap, if any, of those certain perimeter walls of the Covered Property as depicted on Exhibit "B" attached hereto."

2. All of the rest and remainder of the Thirteenth Supplementary shall continue in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this First Amendment to Thirteenth Supplementary Declaration of Covenants, Conditions, Restrictions and Reservation of Easements and Notice of Annexation for La Mirada Village Homeowners Association on the date first above written.

"DECLARANT"

A-M HOMES, a California limited partnership

By: PGC HOLDINGS, INC., a California corporation, Its General Partner

By: *Rhonda L. Heacock*

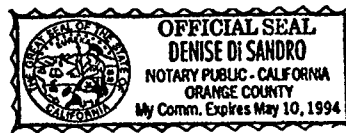
Its: Authorized Agent  
(Title)

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF ORANGE )

On January 5, 1993, before me, the undersigned, a Notary Public in and for said State, personally appeared Rhonda L. Heacock, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person (~~s~~) whose name (~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(~~ies~~), and that by his/~~her~~/~~their~~ signature (~~s~~) on the instrument the person (~~s~~) or the entity upon behalf of which the person (~~s~~) acted, executed the instrument.

WITNESS my hand and official seal.

*Denise Di Sandro*

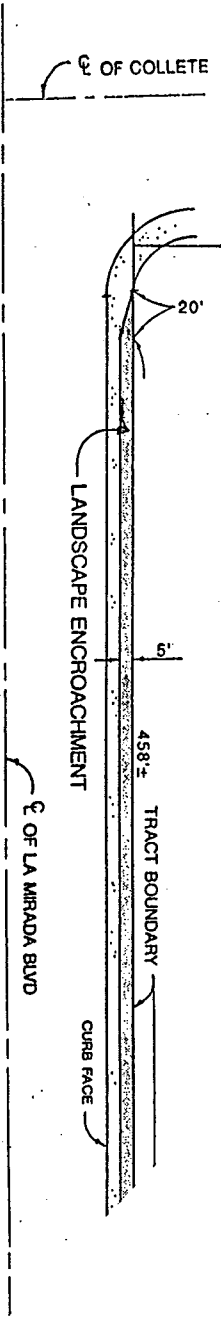


4

# EXHIBIT "A"

## OFFSITE LANDSCAPING AND IRRIGATION SYSTEM

TRACT 49839

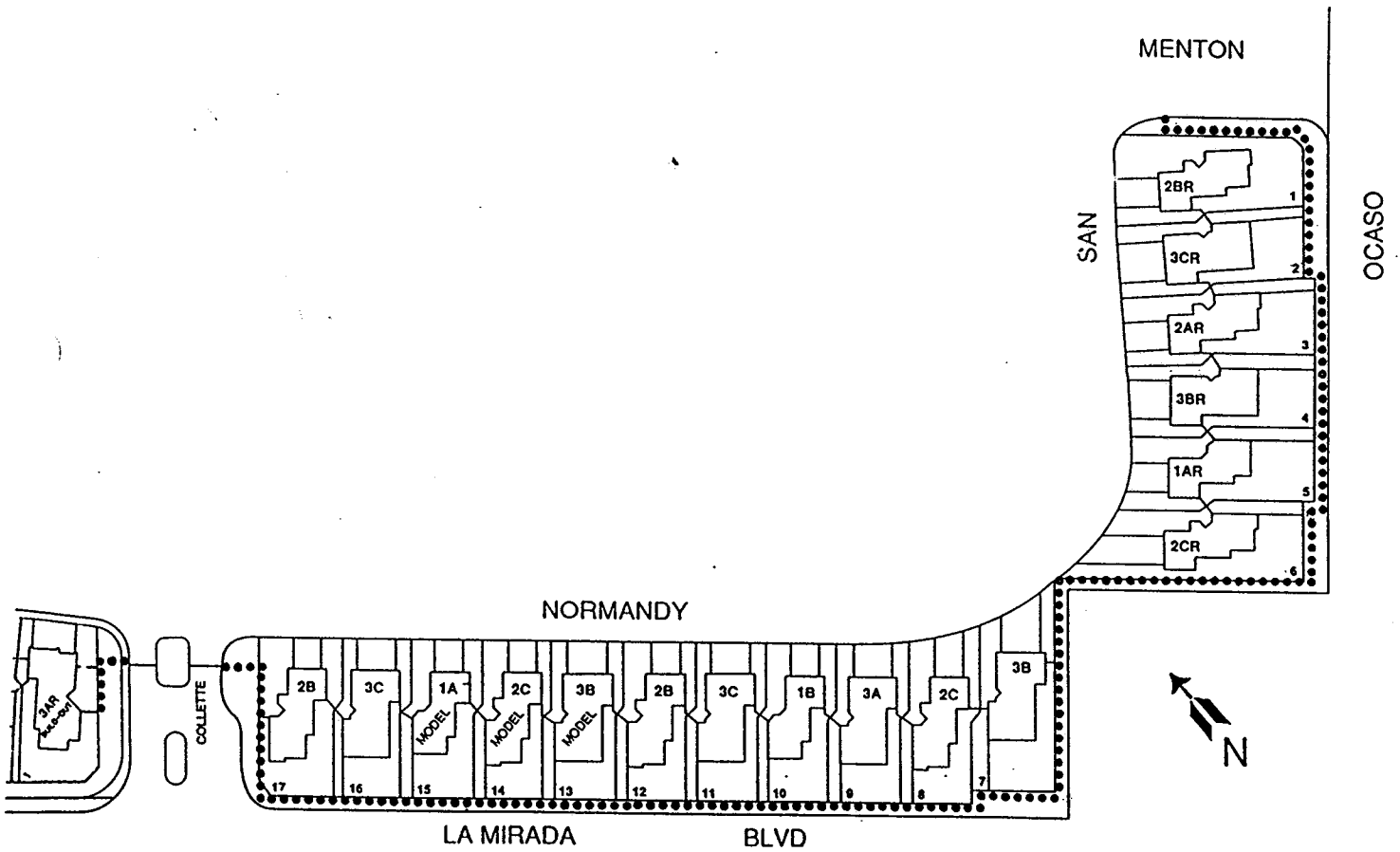


5

# EXHIBIT "B"

..... EXTERIOR PORTION OF WALLS MAINTAINED BY ASSOCIATION

TRACT 49839



RECORDED AT THE REQUEST OF  
AND WHEN RECORDED MAIL TO:  
A-M HOMES  
7 Upper Newport Plaza  
Newport Beach, CA 92660  
Attn: Rhonda Heacock

RECORDED IN OFFICIAL RECORDS  
OF LOS ANGELES COUNTY, CA.  
JAN 11 1993 AT 8 AM.  
Recorder's Office

(Space Above for Recorder's Use Only)

FIRST AMENDMENT TO SEVENTEENTH SUPPLEMENTARY DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION  
OF EASEMENTS AND NOTICE OF ANNEXATION FOR  
LA MIRADA VILLAGE HOMEOWNERS ASSOCIATION

FEE \$17 P  
5

THIS FIRST AMENDMENT TO SEVENTEENTH SUPPLEMENTARY  
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND  
RESERVATION OF EASEMENTS AND NOTICE OF ANNEXATION FOR LA MIRADA  
VILLAGE HOMEOWNERS ASSOCIATION ("First Amendment") is made this  
5<sup>th</sup> day of January, 1993, by A-M HOMES, a  
California limited partnership ("Declarant").

R E C I T A L S

A. A Declaration of Covenants, Conditions, Restrictions  
and Reservation of Easements for La Mirada Village Homeowners  
Association (the "Declaration") has heretofore been recorded on  
October 29, 1991, as Instrument No. 91-1709875, Official Records  
of Los Angeles County, California.

B. A First Amendment to Declaration of Covenants,  
Conditions, Restrictions and Reservation of Easements for La  
Mirada Village Homeowners Association ("First Amendment to  
Declaration") has heretofore been recorded on December 20, 1991,  
as Instrument No. 91-2003448, Official Records of Los Angeles  
County, California.

✓

C. A Seventeenth Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Seventeenth Supplementary Declaration") has heretofore been recorded on October 15, 1992, as Instrument No. 92-1908177, in the Official Records of Los Angeles County, California.

D. Declarant is the owner of all of the property described in the Seventeenth Supplementary Declaration. Declarant now wishes to further amend the Seventeenth Supplementary by adding additional paragraphs thereto.

E. The rest and remainder of the Seventeenth Supplementary shall continue in full force and effect.

**NOW, THEREFORE, THE SEVENTEENTH SUPPLEMENTARY IS AMENDED AS FOLLOWS:**

1. A new paragraph 8 to the Seventeenth Supplementary shall be added as follows:

"8. The Association shall have the duty to maintain, repair, replace and make necessary improvements to that certain off-site landscaping and irrigation system located on City property, which is depicted on Exhibit "A" attached hereto. The Association shall also have the duty to maintain and repair the exterior portion and cap, if any, of those certain perimeter walls of the Covered Property as depicted on Exhibit "B" attached hereto."

2. All of the rest and remainder of the Seventeenth Supplementary shall continue in full force and effect.





4

# EXHIBIT "A"

## OFFSITE LANDSCAPING AND IRRIGATION SYSTEM

**TRACT 47983**

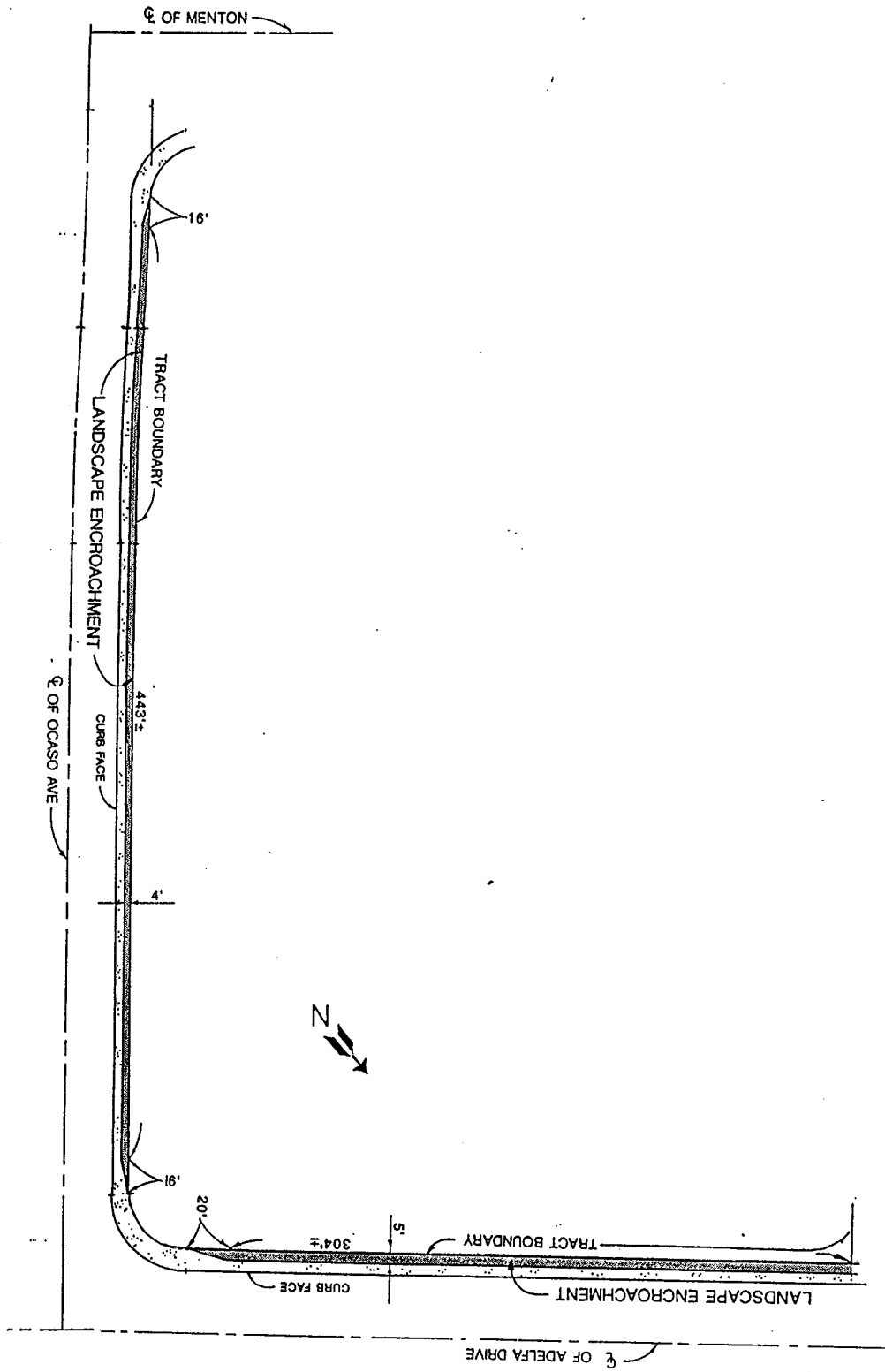
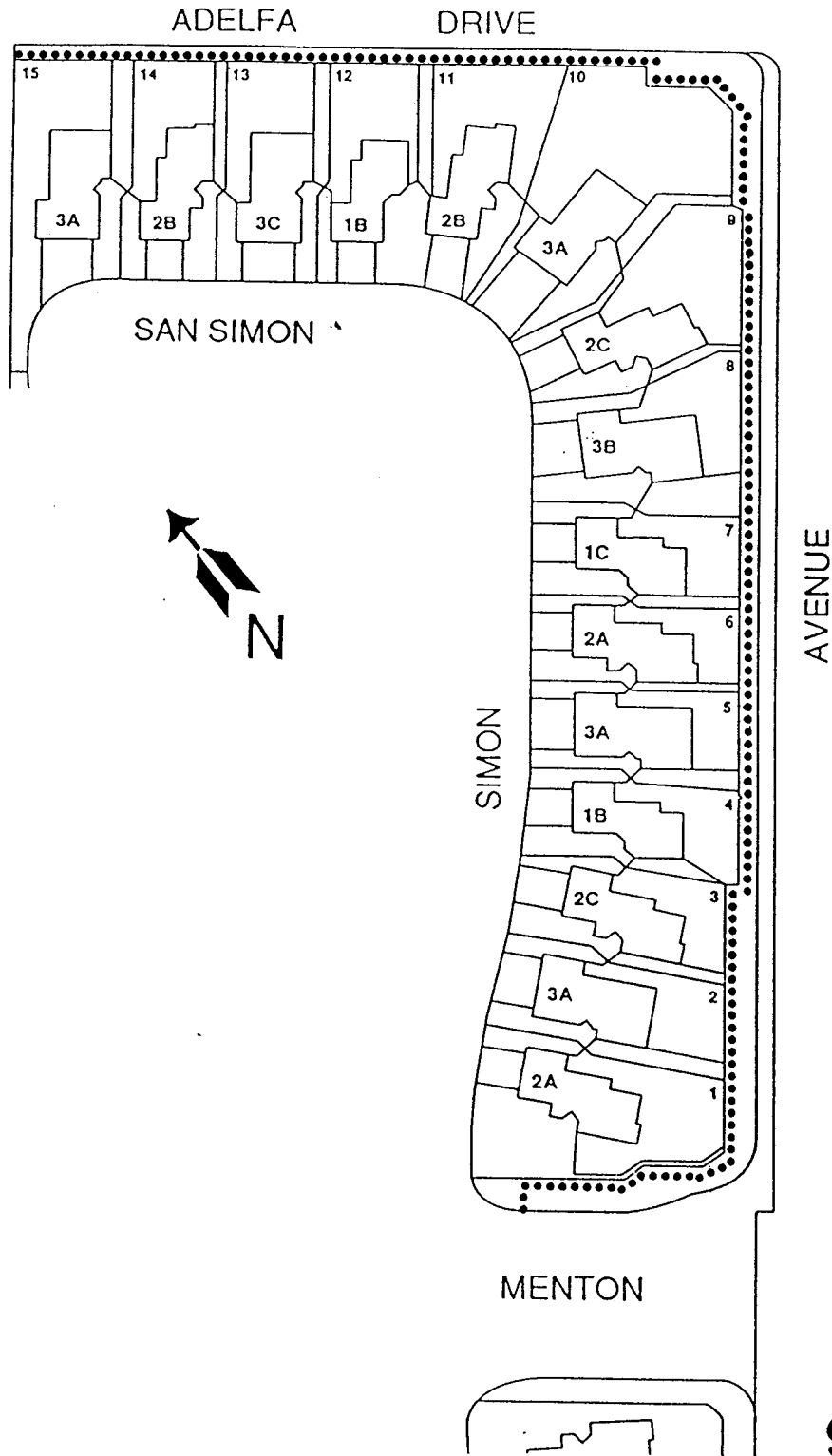


EXHIBIT "B"



..... EXTERIOR PORTION OF WALLS MAINTAINED BY ASSOCIATION

TRACT 47983



FIRST AMERICAN TITLE COMPANY of LOS ANGELES

RECORDED AT THE REQUEST OF  
AND WHEN RECORDED MAIL TO:  
A-M HOMES  
7 Upper Newport Plaza  
Newport Beach, CA 92660  
Attn: Rhonda Heacock

RECORDED/FILED IN OFFICIAL RECORDS  
RECORDER'S OFFICE  
LOS ANGELES COUNTY  
CALIFORNIA  
APR 7 1993 AT 8 A.M.

FEE \$ 42 S

10  
3+

(Space Above for Recorder's Use Only)

FIRST AMENDMENT TO FOURTEENTH SUPPLEMENTARY DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION  
OF EASEMENTS AND NOTICE OF ANNEXATION FOR  
LA MIRADA VILLAGE HOMEOWNERS ASSOCIATION

THIS FIRST AMENDMENT TO FOURTEENTH SUPPLEMENTARY  
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND  
RESERVATION OF EASEMENTS AND NOTICE OF ANNEXATION FOR LA MIRADA  
VILLAGE HOMEOWNERS ASSOCIATION ("First Amendment") is made this  
30<sup>th</sup> day of March, 1993, by A-M HOMES, a California  
limited partnership ("Declarant").

R E C I T A L S

A. A Declaration of Covenants, Conditions, Restrictions  
and Reservation of Easements for La Mirada Village Homeowners  
Association (the "Declaration") has heretofore been recorded on  
October 29, 1991, as Instrument No. 91-1709875, Official Records  
of Los Angeles County, California.

B. A First Amendment to Declaration of Covenants,  
Conditions, Restrictions and Reservation of Easements for La  
Mirada Village Homeowners Association ("First Amendment to  
Declaration") has heretofore been recorded on December 20, 1991,  
as Instrument No. 91-2003448, Official Records of Los Angeles

County, California.

C. A Fourteenth Supplementary Declaration of Covenants, Conditions and Restrictions and Notice of Annexation to La Mirada Village Homeowners Association ("Fourteenth Supplementary Declaration") has heretofore been recorded on October 15, 1992, as Instrument No. 92-1908174, in the Official Records of Los Angeles County, California.

D. Declarant is the owner of all of the property described in the Fourteenth Supplementary Declaration. Declarant now wishes to amend the Fourteenth Supplementary by substituting Exhibit "B" attached to this First Amendment for the entire Exhibit "B" attached to the Fourteenth Supplementary.

E. The rest and remainder of the Fourteenth Supplementary shall continue in full force and effect.

**NOW, THEREFORE, THE FOURTEENTH SUPPLEMENTARY IS AMENDED AS FOLLOWS:**

1. Exhibit "B" attached hereto, comprised of six (6) pages, is hereby substituted in place and instead of all of the previous pages of Exhibit "B" attached to the Fourteenth Supplementary.

2. All of the rest and remainder of the Fourteenth Supplementary shall continue in full force and effect.

**IN WITNESS WHEREOF**, Declarant has executed this First Amendment to Fourteenth Supplementary Declaration of Covenants, Conditions, Restrictions and Reservation of Easements and Notice of Annexation for La Mirada Village Homeowners Association on

the date first above written.

"DECLARANT"

A-M HOMES, a California limited partnership

By: PGC HOLDINGS, INC., a California corporation, Its General Partner

By: *Rhonda L. Heacock*

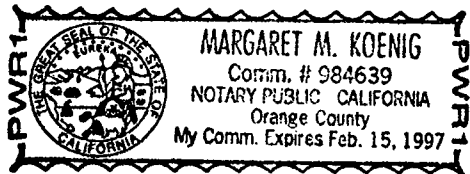
Its: Authorized Agent

STATE OF CALIFORNIA )  
COUNTY OF ORANGE ) ss.

On March 30, 1993, before me, the undersigned, a Notary Public in and for said State, personally appeared Rhonda L. Heacock, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/~~she~~/~~they~~ executed the same in ~~his~~/~~her~~/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/~~her~~/~~their~~ signature(~~s~~) on the instrument the person(~~s~~) or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

WITNESS my hand and official seal.

*Margaret M. Koenig*

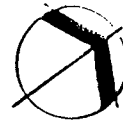


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THERE IS NO EXHIBIT "A" TO THIS DOCUMENT

Southern California Region  
7 Upper Newport Plaza  
Newport Beach  
California 92660  
(714) 852-9111  
FAX (714) 756-0919

3-3-92



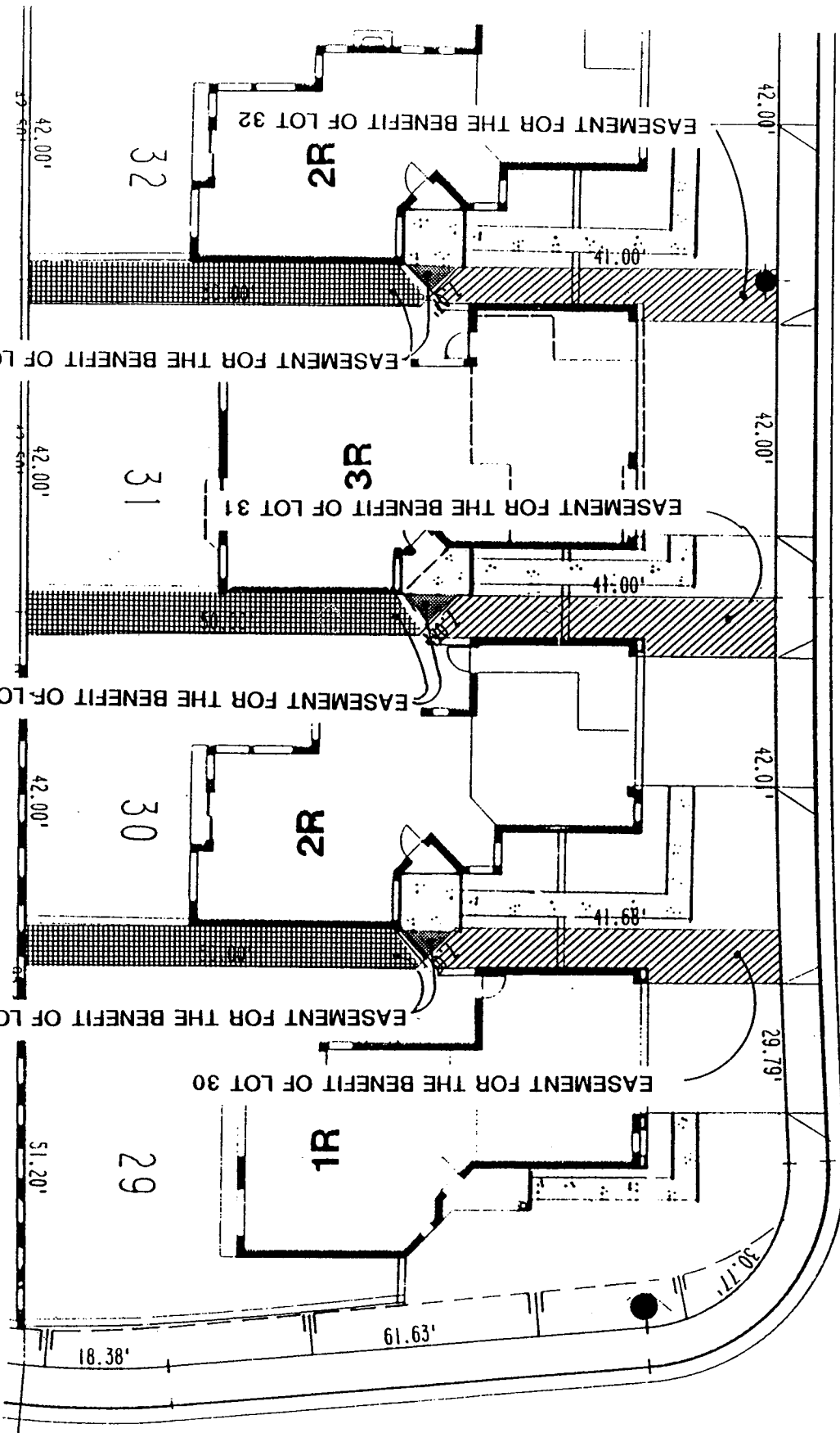
TR 49839

PREPARED FOR :




**NOTE :**  
THIS PLAN IS INTENDED TO PROVIDE INFORMATION REGARDING SIDEYARD & DRAINAGE EASEMENTS. ALL ADDITIONAL INFORMATION SHOWN, INCLUDING WALLS, IS PRELIMINARY AND SUBJECT TO CHANGE AT AM HOMES SOLE DISCRETION. ANY DEPICTION OF BOUNDARIES, BUILDING LOCATIONS, BUILDING SETBACKS, AND USABLE YARD SPACE ON THIS EXHIBIT IS INTENDED ONLY AS GENERAL GUIDE AND IS NOT INTENDED AS A TOPOGRAPHICAL OR LEGAL PRESENTATION OF THE PROPERTY. ACTUAL BUILDING LOCATIONS AND BOUNDARIES MAY DIFFER TO SOME DEGREE FROM THIS DEPICTION.

**ROUSSEAU**



SAN SIMON

-  SIDEYARD & DRAINAGE ESMT (FRONT)
-  SIDEYARD & DRAINAGE ESMT (REAR)
-  UNDERGROUND DRAINAGE ESMT

93 654573





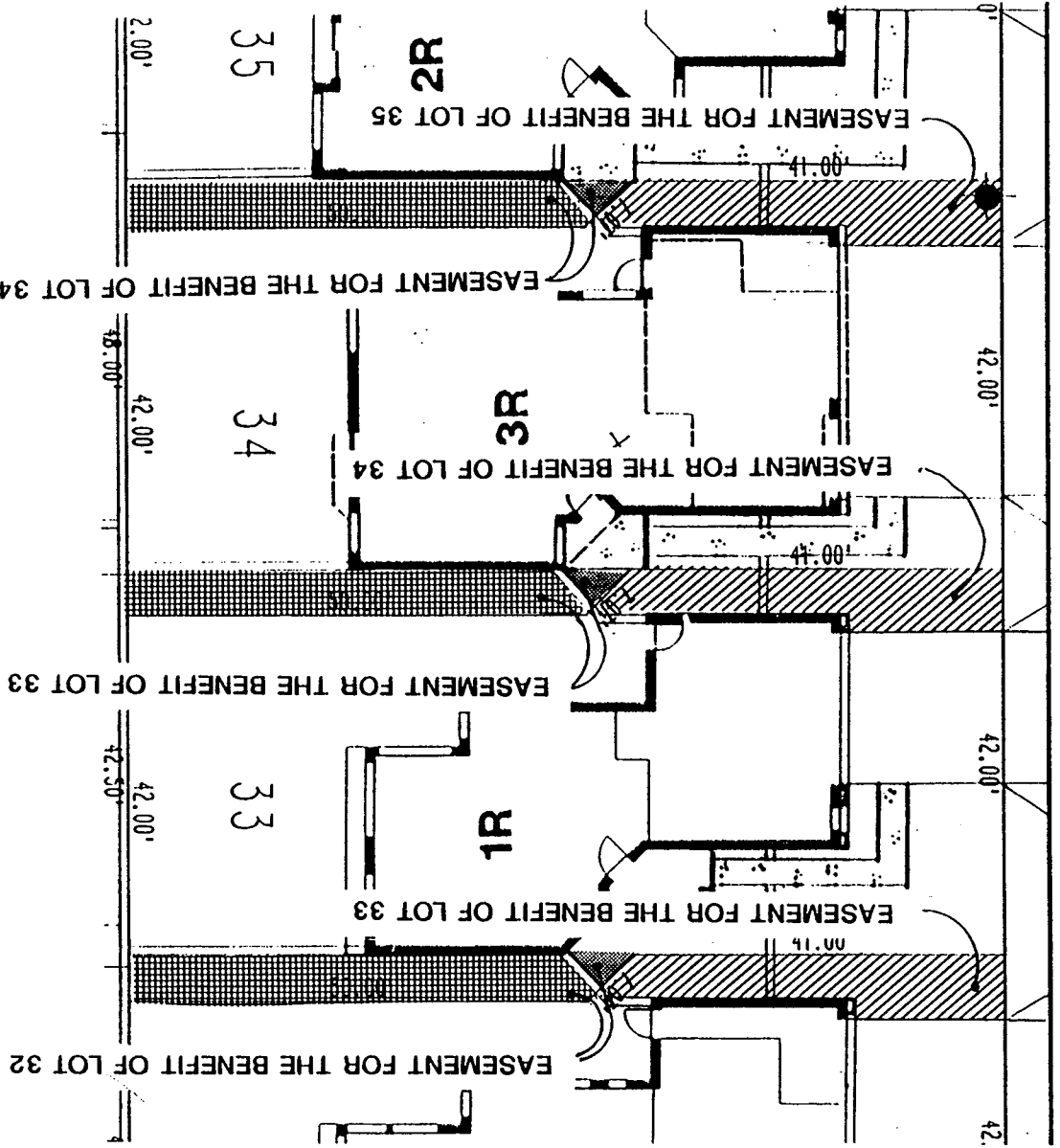
TR 49839

PREPARED FOR :



Southern California  
Region  
7 Upper Newport Plaza  
Newport Beach  
California 92660  
(714) 832-9411  
FAX (714) 756-0919

3-3-92

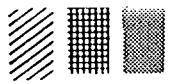


**ROUSSEAU**

**NOTE :**

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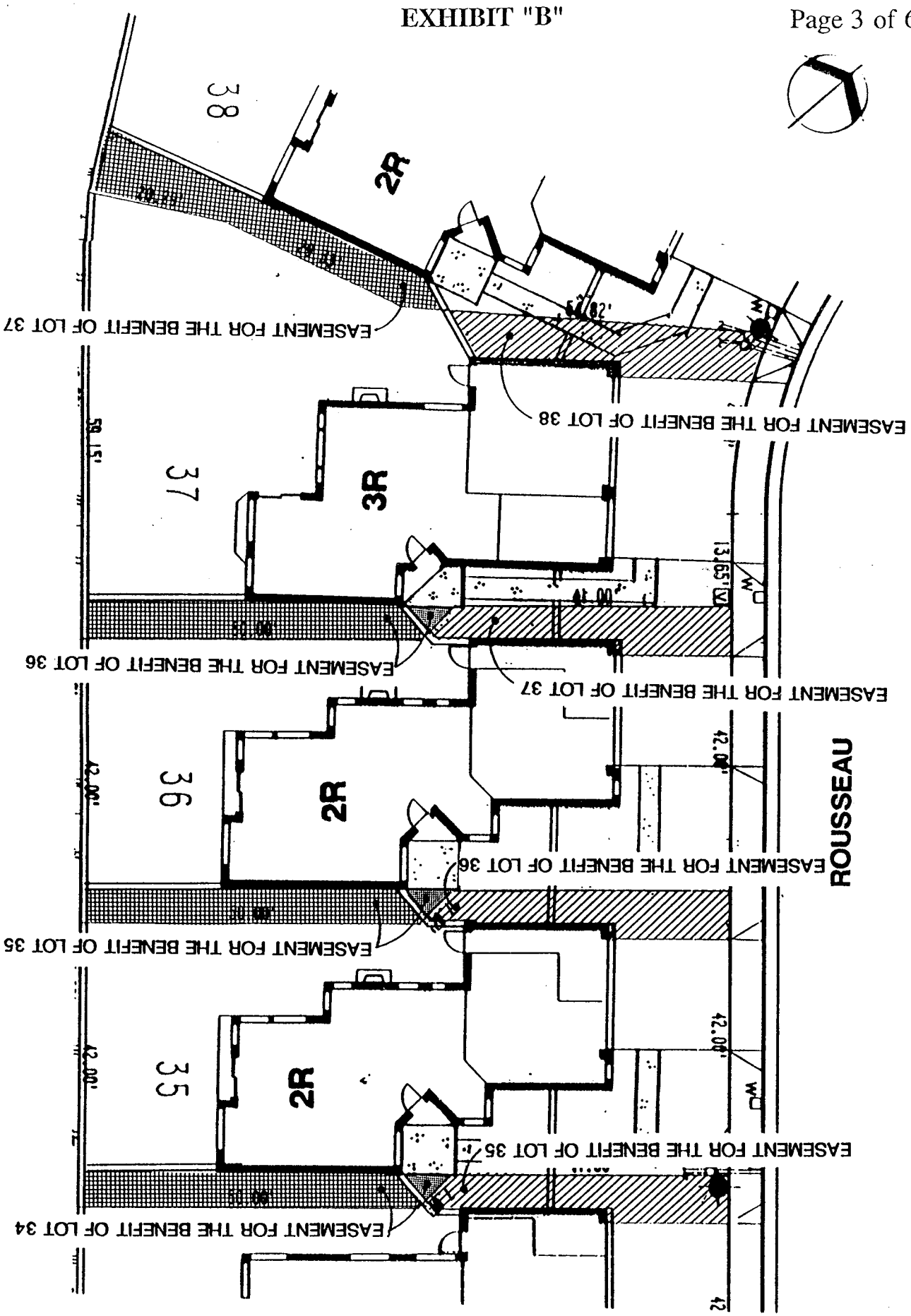
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- SIDEYARD & DRAINAGE ESMT (REAR)
- UNDERGROUND DRAINAGE ESMT



93 654573




TR 49839

PREPARED FOR:  
Southern California  
Region  
10000 Newport Ave. #22  
Van Nuys, CA 91411  
Tel: (818) 758-9211  
Fax: (818) 758-0919

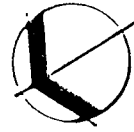


NOTE:

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-  SIDEYARD & DRAINAGE ESM'T (FRONT)
-  SIDEYARD & DRAINAGE ESM'T (REAR)
-  UNDERGROUND DRAINAGE ESM'T

93 654573

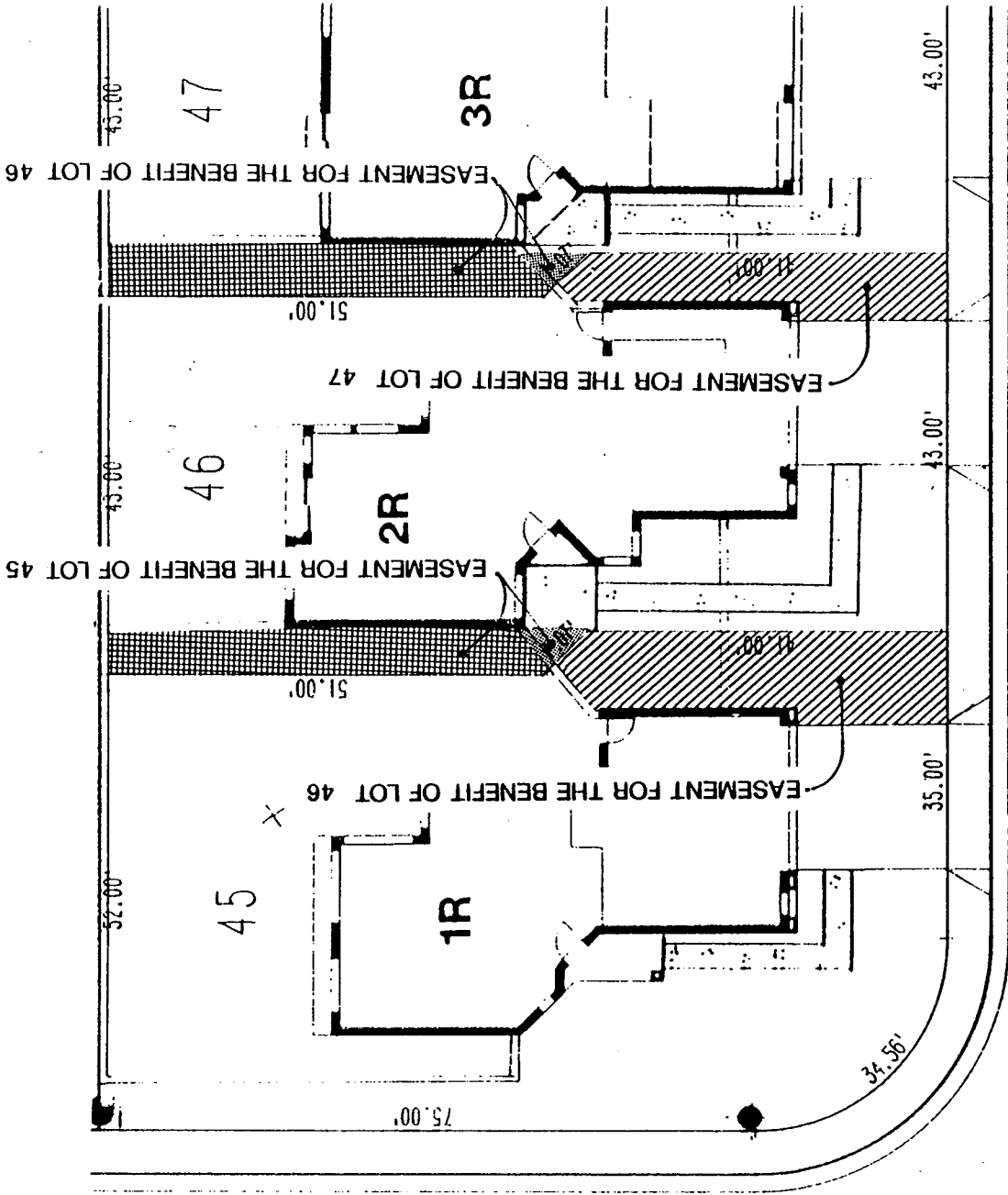


TR 49839

PREPARED FOR:

Southern California  
Region  
Upper Newport Beach  
Newport Beach  
California 92660  
714.657.9411  
FAX 714.756.0919

2.2.00

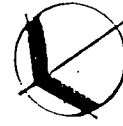


ROUSSEAU

NOTE:

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- SIDEYARD & DRAINAGE ESM'T (FRONT)
- SIDEYARD & DRAINAGE ESM'T (REAR)
- UNDERGROUND DRAINAGE ESM'T



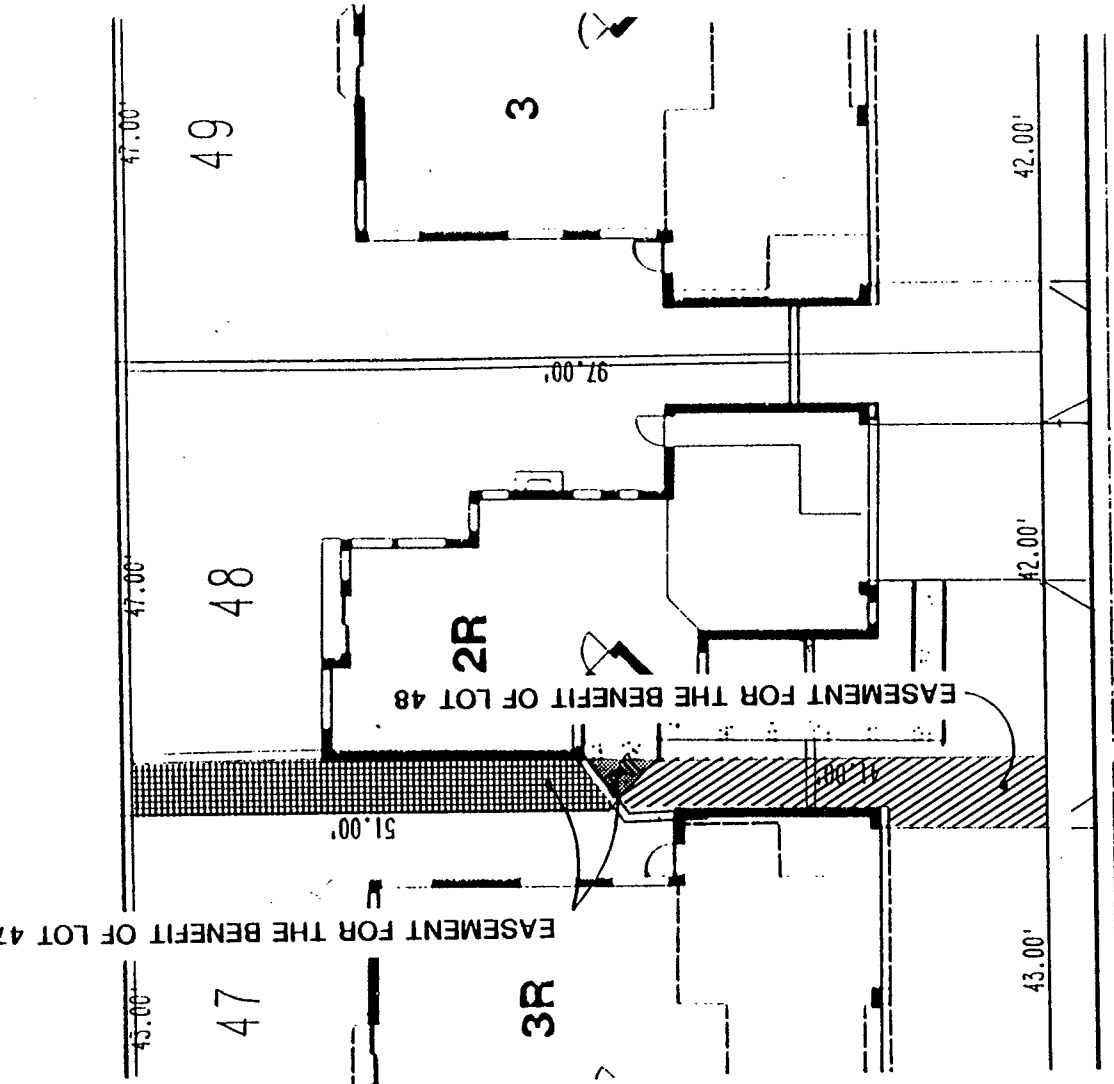
TR 49839

PREPARED FOR :



Southern California  
Region  
7 Upper Newport Plaza  
Newport Beach  
California 92660  
714/852-9411  
FAX 714/756-0919

3-3-92



**ROUSSEAU**

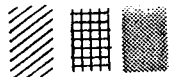
**NOTE :**

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SIDEYARD & DRAINAGE ESM'T (FRONT)

SIDEYARD & DRAINAGE ESM'T (REAR)

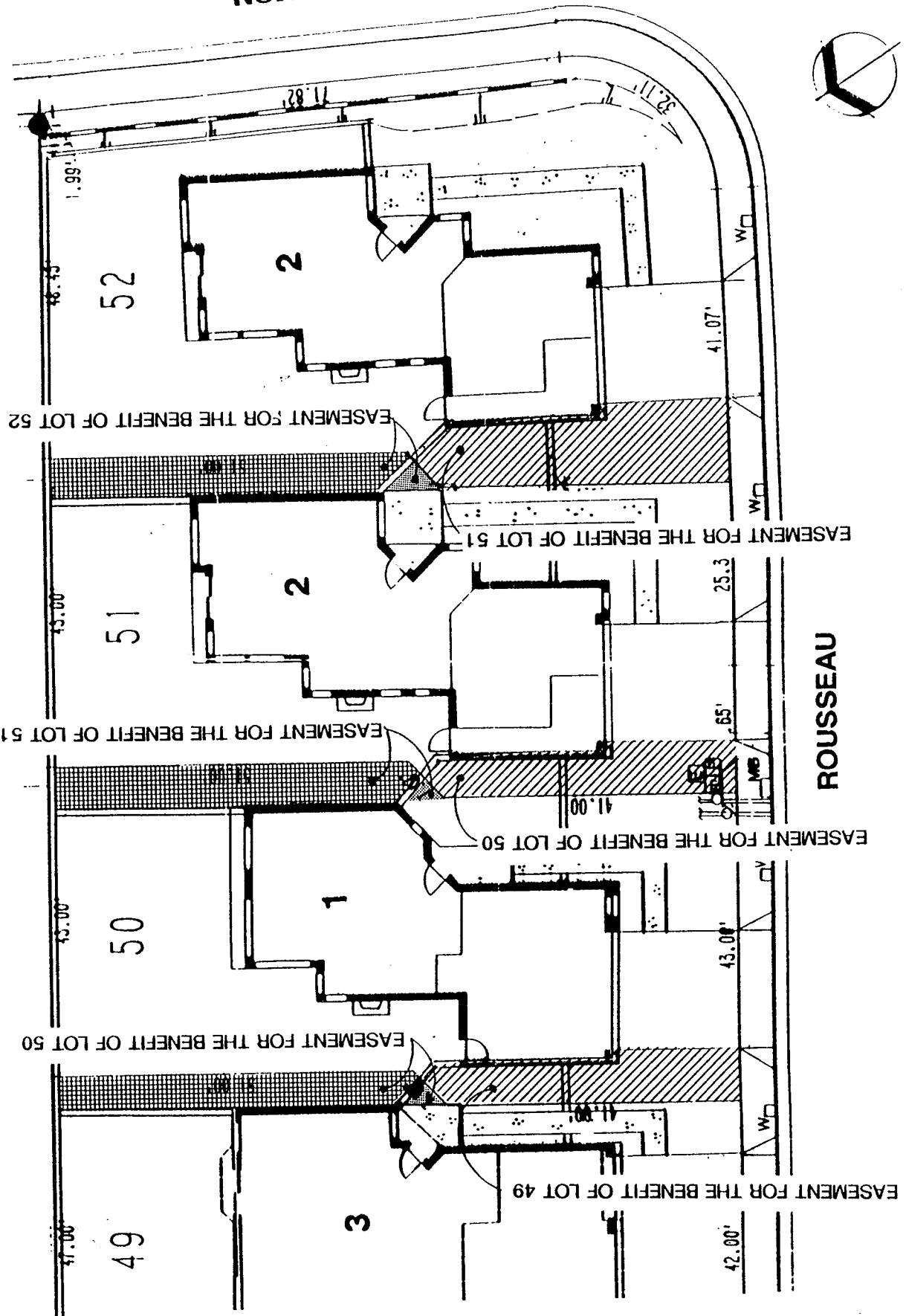
UNDERGROUND DRAINAGE ESM'T



TR 49839




PREPARED FOR:  
**AM HOMES**  
 Southern California  
 Republic  
 7 Upper Newport Place  
 Newport Beach  
 California 92660  
 714.857.0911  
 FAX 714.755.0911

3-3-92



**NOTE:**

THIS PLAN IS INTENDED TO PROVIDE INFORMATION REGARDING SIDEYARD & DRAINAGE EASEMENTS. ALL ADDITIONAL INFORMATION SHOWN, INCLUDING WALLS, IS PRELIMINARY AND SUBJECT TO CHANGE AT AM HOMES SOLE DISCRETION. ANY DEPICTION OF BOUNDARIES, BUILDING LOCATIONS, BUILDING SETBACKS, AND USABLE YARD SPACE ON THIS EXHIBIT IS INTENDED ONLY AS GENERAL GUIDE AND IS NOT INTENDED AS A TOPOGRAPHICAL OR LEGAL PRESENTATION OF THE PROPERTY. ACTUAL BUILDING LOCATIONS AND BOUNDARIES MAY DIFFER TO SOME DEGREE FROM THIS DEPICTION.

-  SIDEYARD & DRAINAGE ESM'T (FRONT)
-  SIDEYARD & DRAINAGE ESM'T (REAR)
-  UNDERGROUND DRAINAGE ESM'T