

ORIGINAL

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6 Min. Past	3 P.M.	AUG 12 1974
J. WYLLIE CARLYLE, County Recorder		

WHEN RECORDED MAIL TO:

The Irvine Company  
550 Newport Center Drive  
Newport Beach, California 92660

Attention: Residential Property Management - CM

Above Space for Recorder's Use Only

DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

JASMINE CREEK

ORANGE COUNTY, CALIFORNIA

THIS DECLARATION, made this 25th day of July, 1974, by THE IRVINE COMPANY, a West Virginia corporation ("Irvine") and M. J. BROCK & SONS, INC., ("Developer") collectively referred to as "Declarant" herein; Developer hereby irrevocably appoints Irvine as its attorney in fact for the purposes of any reservation of property rights herein contained and granting and conveying any such reserved rights. The rights of Developer, if any, created hereby shall cease upon the expiration or termination of its leasehold interest hereinafter described.

R E C I T A L S

A. Irvine is the feeowner and Developer is the owner of a leasehold interest in the real property described in Exhibit A to this Declaration as to which Declarant is the Owner, which shall be the initial Covered Property under this Declaration. This Declaration is being imposed by Declarant upon the Covered Property.

B. Declarant has deemed it desirable to establish covenants, conditions and restrictions upon the Covered Property and each and every Lot and portion thereof, which will constitute a general scheme for the use, occupancy and enjoyment thereof, all for the purpose of enhancing and protecting the value, desirability and attractiveness thereof.

C. It is desirable for the efficient preservation of the value,

JASMINE CREEK  
11/8/73

Rev. 7/8/74

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desirability and attractiveness of the Covered Property to create a corporation to which should be delegated and assigned the powers of maintaining and administering the Common Area and administering and enforcing these covenants, conditions and restrictions and collecting and disbursing funds pursuant to the assessment and charges hereinafter created and referred to.

D. The JASMINE CREEK COMMUNITY ASSOCIATION, a nonprofit corporation, has been or will be incorporated under the laws of the State of California for the purpose of exercising the powers and functions aforesaid.

E. Declarant 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, Declarant hereby covenants, agrees and declares that all of its interests as the same may from time to time appear in 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 said interests in the Covered Property, and the owners of said interests, their successors and assigns. These covenants, conditions, restrictions and easements shall run with said interests and shall be binding upon all parties having or acquiring any right or title in said interests or any part thereof, and shall inure to the benefit of each Owner thereof and are imposed upon said interests and every part thereof as a servitude in favor of each and every of said interests as the dominant tenement or tenements.

#### ARTICLE I Definitions

The following terms used in these covenants, conditions and restrictions shall be applicable to this Declaration and are defined as follows:

Section 1 "Architectural Committee" shall mean and refer to the committee provided for in the Article hereof entitled "Architectural Control."

Section 2 "Articles" and "By-Laws" shall mean and refer to the Articles of Incorporation and By-Laws of the Association as the same may from time to time be duly amended.

Section 3 "Assessments:" The following meanings shall be given to the assessments hereinafter defined:

"Regular Assessment" shall mean the portion of the costs of maintaining, improving, repairing, managing and operating the Common

Area, which is to be paid by each Owner to the Association for Common Expenses.

"Special Assessment" shall mean a charge against a particular Owner and his Lot, directly attributable to the Owner, equal to the cost incurred by the Association for corrective action performed, or attorneys' 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 Assessment" shall mean a charge against each Owner and his Lot, representing a portion of the cost to the Association for reconstruction of any portion or portions of the Common Area (if any) pursuant to the provisions of this Declaration.

"Capital Improvement Assessment" shall mean a charge against each Owner and his Lot, representing a portion of the cost to the Association for installation or construction of any capital improvements on any of the Common Areas which the Association may from time to time authorize.

Section 4 "Association" shall mean and refer to the JASMINE CREEK COMMUNITY ASSOCIATION, a nonprofit corporation, incorporated under the laws of the State of California, its successors and assigns.

Section 5 "Common Area" shall mean all real property, if any, and the improvements thereon, owned from time to time by the Association for the common use and enjoyment of the members of the Association, which upon the date of the first conveyance of a Lot subject hereto shall be that certain property described in Exhibit B.

Section 6 "Common Expenses" shall mean and refer to the actual and estimated costs of: maintenance management, operation, repair and replacement of the Common Area, including unpaid special, reconstruction and Capital Improvement Assessments; costs of management and administration of the Association, including but not limited to compensation paid by the Association to managers, accountants, attorneys and other employees; the costs of utilities, trash pick-up and disposal, gardening and other services benefiting the Common Area; the costs of fire, casualty, liability, workmen's compensation and other insurance covering the Common Area; reasonable reserves as appropriate; the costs of bonding of the members of the management body; taxes paid by the Association; amounts paid by the Association for discharge of any lien or encumbrance levied against the Common Area or portions thereof; costs incurred by the Architectural Committee, and the costs of any other item or items designated by, or in accordance with other expenses incurred by the Association for any reason whatsoever in connection with the Common Area, this Declaration, the Articles of Incorporation or the By-Laws or in furtherance of the purposes of the Association.

Section 7 "Covered Property" shall mean and refer to all the real property known as and particularly described on Exhibit A hereto and, subsequent to the annexation thereof pursuant to this Declaration, any real property which shall become subject to this Declaration.

Section 8 "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 9 "Lot" shall mean and refer to a Lot shown on any final tract map or on any parcel map filed by Declarant subsequent to the filing of such final map to the extent such Lots are part of the Covered Property; provided, however, Lot shall not include any parcel which is Common Area.

Section 10 "Member" shall mean and refer to every person or entity who is a member in the Association pursuant to this Declaration. "Member" shall also mean and refer to Declarant so long as Declarant is an "Owner" as hereinafter defined.

Section 11 "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 Lot, including Declarant, or the vendee of a Lot under an installment sales contract, but excluding those having such interest merely as security for the performance of an obligation. If a Lot is leased by Declarant, the lessee and not Declarant shall be deemed the Owner; but if fee title to a Lot is owned other than by Declarant, the owner of the fee title and not the lessee of such Lot shall be deemed the Owner.

Section 12 "Structure" shall mean and refer to anything erected, constructed, placed or installed upon (i) the portion of a Lot between the front of a dwelling and the street, or (ii) upon the portion of a Lot behind a dwelling and to a height of three (3) feet or more above the established ground level.

Section 13 "Common Facilities" shall mean all personal property owned by the Association for the common use and enjoyment of the Members.

Section 14 "Dwelling" shall mean the residential dwelling unit together with garages and other structures on the same Lot.

Section 15 "Board" shall mean the Board of Directors of the Association.

## ARTICLE II Membership

Section 1 - Membership. Every Owner shall be a Member of the Association. 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 of Incorporation and the By-Laws of the Association to the extent the provisions thereof

are not in conflict with this Declaration. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership of Owners shall be appurtenant to and may not be separated from the interest of such Owner in any Lot which is subject to assessment by the Association. Ownership of a Lot shall be the sole qualification for membership. Not more than one membership shall exist based upon ownership of a single Lot.

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

Section 3 - Voting Rights. The Association shall have two (2) classes of voting membership.

Class A. Class A Members shall be all Owners with the exception of the Declarant. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. When more than one person owns a portion of the interest required for membership, the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B Member shall be Irvine. The Class B Member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership; provided that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A Membership equal total votes outstanding in the Class B Membership, or

(b) The last date on which property may be annexed by Declarant, its successors and assigns without the approval, assent or vote of the Association or its Members pursuant to the Article herein entitled "Annexation of Additional Property".

### ARTICLE III Covenant for Maintenance Assessments

Section 1 - Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned by it, hereby covenants and agrees to pay, and each Owner of any Lot by acceptance of a Deed or

other conveyance, 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, Capital Improvement Assessments and Reconstruction Assessments, such Assessments to be fixed, established and collected from time to time as hereinafter provided. The Assessments, together with interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with such interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such Lot at the time when the Assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2 - Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the Members and enhancing the value of the Covered Property including, without limitation, the improvement and maintenance of the properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area.

Section 3 - Regular Assessments. The amount and time of payment of Assessments shall be determined by the Board of Directors of the Association pursuant to the Articles and By-Laws after giving due consideration to the current maintenance costs and future needs of the Association. Not later than thirty (30) days prior to the beginning of each fiscal year, the Association shall estimate the total Common Expenses to be incurred for the forthcoming fiscal year. The Board shall then determine the amount of the Regular Assessment against each Owner. Written notice of the annual Regular Assessments shall be sent to every Owner. Each Owner shall thereafter pay to the Association his Regular Assessment in installments as established by the Association. In the event the Association shall determine that the estimate of Common Expenses for the current year is, or will become, inadequate to meet all Common Expenses for any reason, it shall immediately determine the approximate amount of such inadequacy and issue a supplemental estimate of the Common Expenses and determine the revised amount of Regular Assessment against each Owner.

Section 4 - Capital Improvement Assessments. In addition to the Regular Assessments, the Association may levy in any calendar year, a Capital Improvement Assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or replacement (other than due to destruction) of a described capital improvement upon the Common Area to the extent the same is not covered by the provisions effecting Reconstruction Assessments in the Article hereof entitled "Destruction of Improvements", including the necessary fixtures and personal property related thereto. To the extent such costs of capital improvements during any year shall exceed Two Thousand Dollars (\$2,000.00), such Assessment shall have the written assent or vote of a majority of the votes of each Class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice

of which shall be sent to all Members in accordance with the procedures from time to time established in the By-Laws for the calling of special meetings of Members.

Section 5 - Uniform Rate of Assessment. Regular, Reconstruction and Capital Improvements Assessments shall be fixed at a uniform rate for all Lots and may be collected at intervals selected by the Board.

Section 6 - Certificate of Payment. The Association shall, upon demand, furnish to any Member liable for Assessments, a certificate in writing signed by an officer of the Association, setting forth whether the Assessments on a specified Lot have been paid, and the amount of delinquency, if any. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

Section 7 - Exempt Property. The following portions of the Covered Property shall be exempt from the Assessments created herein: (a) all properties dedicated to and accepted by a public authority; and (b) the Common Area. However, no land or improvements devoted to dwelling use shall be exempt from said Assessments.

Section 8 - Special Assessments. Special Assessments shall be levied by the Board of Directors of the Association against Lots with respect to which particular costs have been incurred by the Association. In the event the Association undertakes to provide materials or services which benefit individual Lots and which can be accepted or not by individual Owners, such as tree trimming, such Owners in accepting such materials or services may agree in writing that statements therefor from the Association shall be Special Assessments.

Section 9 - Date of Commencement of Regular Assessments. The Regular Assessments shall commence as to all Lots on the first day of the month following the conveyance of the first Lot by Declarant. The Regular Assessment, as to Lots in annexed areas, shall commence with respect to all Lots within each such annexed area on the first day of the month following the conveyance of the first Lot therein by Declarant.

Section 10 - Irvine Not Subject to Assessment. Irvine, as the holder of a fee interest in all or part of the Covered Property subject to a leasehold, shall not be subject to the covenant for Assessment.

#### ARTICLE IV Nonpayment of Assessments

Section 1 - Delinquency. Any Assessment provided for in this Declaration which is not paid when due shall be delinquent. If any such Assessment is not paid within thirty (30) days after the delinquency date, a late charge of Ten Dollars (\$10.00) shall be levied and the Assessment shall bear interest from the date of delinquency at the rate of ten (10%)

percent per annum. The Association may, at its option, bring an action at law against the Member personally obligated to pay the same, and/or upon compliance with the notice provisions set forth in Section 2 hereof, to foreclose the lien against the Lot. If action is commenced, there shall be added to the amount of such Assessment the late charge, interest, the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include said late charge, interest and a reasonable attorney's fee, 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 or lien foreclosure against such Member or other Members for the collection of such delinquent Assessments.

Section 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 Lot, and a copy thereof is recorded by the Association in the office of the County Recorder in which County the properties are located; said notice of claim of lien must recite a good and sufficient legal description of any such Lot, the record Owner or reputed Owner thereof, the amount claimed (which shall include interest on the unpaid Assessment at the rate of ten (10%) percent per annum, a late charge of Ten Dollars (\$10.00), 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 3 - Foreclosure Sale. Said Assessment lien may be enforced by sale by the Association, its attorney or any other person authorized 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 Sections 2924, 2924b and 2924c of the Civil Code of the State of California, 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 Lot, 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 - Curing of Default. Upon the timely curing of any default for which a notice of claim of lien was filed by the Association, officers of the Association 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, but not to exceed Twenty-Five Dollars (\$25.00), to cover the costs of preparing and filing or recording such release together with the payment of such other costs, interest or fees as shall have been incurred.

Section 5 - Cumulative Remedies. The Assessment lien and the rights to foreclosure and sale thereunder shall be in addition to and not in sub-



stitution 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.

Section 6 - Subordination of Assessment Liens. If any Lot subject to a monetary lien created by any provision hereof shall be subject to the lien of a Deed of Trust: (1) the foreclosure of any lien created by anything set forth in this Declaration shall not operate to affect or impair the lien of such Deed of Trust; and (2) the foreclosure of the lien of Deed of Trust, the acceptance of a deed in lieu of foreclosure of the Deed of Trust or sale under a power of sale included in such Deed of Trust shall not operate to affect or impair the lien hereof, except that the lien hereof for said charges as shall have accrued up to the foreclosure, the acceptance of the deed in lieu of foreclosure or sale under said power of sale shall be subordinate to the lien of the Deed of Trust, with the foreclosure-purchaser, deed-in-lieu grantee or purchaser at such sale taking title free of the lien hereof for all said charges that have accrued up to the time of the foreclosure, deed given in lieu of foreclosure or sale under said power of sale, but subject to the lien hereof for all said charges that shall accrue subsequent to the foreclosure, deed given in lieu of foreclosure or sale under said power of sale.

#### ARTICLE V Architectural Control

Section 1 - Approval and Conformity of Plans. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Covered Property, nor shall any exterior addition to or change or alteration in any such structure, including without limitation, patio covers and antennas, be made:

(a) until there has been approved by the Architectural Committee described below, plans and specifications showing the nature, kind, shape, height, materials, exterior color and surface, and location of such structures. Before granting such approval, the Architectural Committee shall have in its reasonable judgment determined that the plans and specifications conform to such architectural standards, if any, as may from time to time be promulgated by the Association ("Architectural Standards"), and provide for a structure which is in harmony as to external design and location with surrounding structures and topography; and

(b) which are not constructed in accordance with such approved plans and specifications.

Such plans and specifications are not approved for engineering design, and by approving such plans and specifications neither the Architectural Committee, the members thereof, the Association nor Declarant assumes liability or responsibility therefor, or for any defect in any structure constructed from such plans and specifications. In the event the

Architectural Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the same have been submitted to it, and provided that there is submitted to the Architectural Committee the certificate of a licensed architect stating that in his judgment the plans and specifications submitted are substantially in conformance with the Architectural Standards, such plans and specifications will be deemed approved.

Section 2 - Landscaping Approval. No trees, bushes, shrubs or plants shall be planted or emplaced until the plans and specifications for the species and placement of any such trees, bushes, shrubs or plants have been submitted to and approved in writing by the Architectural Committee, as to the preservation of the natural view, if any, and the esthetic beauty which each Lot is intended to enjoy. Said plans as submitted shall show in detail the proposed elevations and locations of said trees, bushes, shrubs or plants, including the location and elevation of same in relation to all other Lots. Approval of said plans by the Architectural Committee shall be withheld if in the reasonable opinion of the Committee the view of any Lot would be unduly impeded by the location of such tree, bush, shrub or plant, or in any other manner. The Architectural Committee may from time to time adopt rules and regulations which permit the planting and emplacement of certain species of trees, bushes, shrubs or plants in particular locations without the prior approval of the Architectural Committee. In any event and notwithstanding prior approval by the Architectural Committee, the Architectural Committee shall have the right to require any Member to remove, trim, top or prune any tree or shrub which, in the reasonable belief of the Architectural Committee impedes or detracts from the view of any Lot.

Section 3 - Appointment of Architectural Committee. The Declarant shall initially appoint the Architectural Committee and it shall consist of not less than three (3) members. The Declarant shall retain the right to appoint, augment or replace members of the Architectural Committee until five (5) years after the date of the recording of this Declaration or ninety (90%) percent of the Lots within the Covered Property have been conveyed by Declarant, whichever shall first occur, provided that Declarant may, at its sole option, transfer this right to the Board of Directors of the Association by written notice thereof prior to the end of such period. After five (5) years after the date of the recording of this Declaration, the right to appoint, augment or replace members of the Architectural Committee shall automatically be transferred to the Board of Directors of the Association.

Section 4 - Variance Procedure. In the event plans and specifications submitted to the Architectural Committee are disapproved thereby for the reason that in the judgment of the Architectural Committee such plans and specifications are not in conformity with the Architectural Standards, the party or parties making such submission may submit a Request for Variance. Said Request shall be reviewed by the Architectural Committee whose written recommendation of approval or disapproval shall be submitted to the Board of Directors of the Association. The Board of Directors

shall, in writing, either approve or disapprove the Request for Variance. In the event the Board of Directors fails to approve or disapprove said Request within sixty (60) days after said Request has been submitted to the Architectural Committee, said Request shall be deemed approved.

Section 5 - Conformity of Completed Buildings. Subsection (b) of Section 1 of this Article V shall be deemed to have been complied with if, upon the completion of construction, there is mailed to the Architectural Committee the certificate of a licensed architect, or other person acceptable to the Architectural Committee, stating that the structures upon the property have been erected in substantial conformity with plans and specifications approved or deemed approved by the Architectural Committee.

Section 6 - General Provisions. (a) The Architectural Committee may establish reasonable rules in connection with its review of plans and specifications, including, without limitation, the number of sets to be submitted and the payment of a fee not to exceed Fifty Dollars (\$50.00) for each set of plans. Unless such rules are complied with, such plans and specifications shall be deemed not submitted.

(b) The address of the Committee is 550 Newport Center Drive, Newport Beach, California 92660 or such other place as may from time to time be designated by the Architectural Committee by a written instrument recorded in the office of the County Recorder of Orange County; and the last instrument so recorded shall be deemed the Architectural Committee's proper address. 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.

## ARTICLE VI Duties and Powers of the Association

Section 1 - General Duties and Powers. In addition to the duties and powers enumerated in its Articles and By-Laws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

(a) enforce the provisions of this Declaration by appropriate means, including without limitation, the expenditure of funds of the Association, the employment of legal counsel and the commencement of actions;

(b) own, maintain and otherwise manage all of the Common Areas and all facilities, improvements and landscaping thereon, and all other property acquired by the Association;

(c) pay any real and personal property taxes and other charges assessed against the Common Areas;

(d) obtain, for the benefit of all of the Common Areas,

all water, gas and electric services and refuse collections;

(e) grant easements where necessary for utilities and sewer facilities over the Common Areas to serve the Common Areas;

(f) maintain such policy or policies of insurance as the Board of Directors of the Association deems necessary or desirable in furthering the purposes of and protecting the interest of the Association and its Members;

(g) employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, provided that any contract with a person or firm appointed as a manager or managing agent shall provide for the right of the Association to terminate the same at the end of the first year following the conveyance of the first Lot by Declarant;

(h) establish and maintain a working capital and contingency fund in an amount to be determined by the Board of Directors of the Association.

Section 2. - Maintenance on Lots. Without limiting the generality of the statement of duties and powers contained in Section 1 of this Article, the Association shall have a duty to accomplish the following upon the Lots in such manner and at such times as the Board shall prescribe:

(a) Landscape and maintain the landscaping upon the portions of the Lots which are not enclosed by walls or fences;

(b) Maintain driveways;

(c) Maintain walkways except such portion of walkways as are within portions of the Lot enclosed by walls or fences;

(d) Maintain common sidewalks and walkways;

(e) Paint the exterior surfaces of the dwellings and fences including such portions of the dwellings as are within portions of the Lot enclosed by walls or fences; provided, however, that such obligation shall specifically exclude the maintenance of glass and lighting fixtures and that the Association shall not be obligated to maintain the interior surfaces of any walls or fences; and

(f) Maintain, repair and replace the exterior most material of the roofs of the dwellings, together with such subsurface roofing materials as are consistent with good roofing maintenance practice; specifically excluding, however, the maintenance, repair and replacement of the structural support portions of the roofs; and

(g) Maintain all other areas, facilities, equipment, services or aesthetic components of whatsoever nature as may from time to time be requested by the vote or written consent of two-thirds (2/3) of the Members.

Section 3 - Maintenance by Owners. Except as the Board shall be obligated to from time to time maintain as provided in this Declaration, every Owner shall maintain the exterior of the dwellings, walls, fences, and the roofs of the dwellings in a good condition of repair.

## ARTICLE VII Insurance

Section 1 - Types. The Association shall obtain and continue in effect adequate blanket public liability insurance, casualty insurance and fire insurance with extended coverage for the full insurable value of the Common Area. Such insurance shall be maintained by the Association for the benefit of the Association. The Association may purchase such other insurance as it may deem necessary, including but not limited to plate-glass insurance, fidelity bonds, workmen's compensation and officers' and directors' liability insurance.

Section 2 - Premiums and Proceeds. Insurance premiums for any such blanket 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. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried, or otherwise disposed of as provided in the Article entitled "Destruction of Improvements" in this Declaration. The Association is hereby granted the authority to negotiate loss settlements with the appropriate insurance carriers. Any two directors of the Association may sign a loss claim form and release form in connection with the settlement of a loss claim, and such signatures shall be binding on the Association.

## ARTICLE VIII Destruction of Improvements

In the event of partial or total destruction of improvements upon the Common Area, it shall be the duty of the Association to restore and repair the same to its former condition as promptly as practical. The proceeds of any insurance maintained pursuant hereto shall be used for such purpose, subject to the prior rights of beneficiaries of deeds of trust whose interest may be protected by said policies. In the event that the amount available from the proceeds of such insurance policies for such restoration and repair shall be at least eighty-five (85%) percent of the estimated cost of restoration and repair or the cost not covered by insurance proceeds is less than Thirty Thousand Dollars (\$30,000) a Reconstruction Assessment, with each Owner contributing a like sum, may be levied by the Association to provide the necessary funds for such reconstruction, over and above the amount of any insurance proceeds available for such purpose.

In the event that the amount available from the proceeds of such insurance policies for such restoration and repair shall be less than eighty-five (85%) percent of the estimated cost of restoration and repair or greater than Thirty Thousand Dollars (\$30,000), the improvements shall not be replaced or restored unless a majority of the voting power of the Association agrees in writing to such replacement or restoration. In the event of a determination by vote, as provided above, not to replace or restore the improvements on the Common Area, the Common Area shall be cleared and landscaped for community park use and the costs thereof shall be paid for with the insurance proceeds, and any deficiency may be raised by Reconstruction Assessment in an amount determined by the Board of Directors of the Association. In the event any excess insurance proceeds remain, the Board of Directors of the Association, in its sole discretion, may retain such sums in the general funds of the Association or distribute pro rata all or a portion thereof to the Members.

#### ARTICLE IX Eminent Domain

The term "taking" as used in this Article shall mean condemnation by eminent domain or sale under threat of condemnation. In the event of a threatened taking of all or any portion of the Common Area, the Members hereby appoint the Board of Directors of the Association and such persons as the Board may delegate to represent all of the Members in connection with the taking. The Board of Directors shall act in its sole discretion with respect to any awards being made in connection with the taking and shall be entitled to make a voluntary sale to the condemnor in lieu of engaging in a condemnation action. Any awards received on account of the taking shall be paid to the Association. In the event of a taking of less than all of the Common Area, the rules as to restoration and replacement of the Common Area and the improvements thereon shall apply as in the case of destruction of improvements upon the Common Area. In the event of a total taking, the Board of Directors of the Association 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.

#### ARTICLE X Use Restrictions

Section 1 - All Lots shall be known and described as residential Lots and shall be used for no purpose other than residential purposes, save and except the Lots owned by the Association. No building shall be erected, altered, placed or permitted to remain on any such Lot other than a building used as a single family dwelling.

Section 2 - No part of the Covered Property shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, or other such nonresidential purposes.

Section 3 - No sign or billboard of any kind shall be displayed to

the public view on any portion of the Covered Property, except one sign for each Lot, of not more than eighteen (18) inches by twenty-four (24) inches, advertising the Lot for sale or rent.

Section 4 - No noxious or offensive trade or activity shall be carried on 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 dwelling unit, or which shall in any way increase the rate of insurance.

Section 5 - No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall hereafter be used on any Lot at any time as a residence, either temporarily or permanently.

Section 6 - No trailer, camper, boat or similar equipment shall hereafter be permitted to remain upon any Lot, unless placed or maintained within an enclosed garage or carport, nor permitted to be parked, other than temporarily, on any street, alley, or Common Area within the Covered Property. Temporary parking shall mean parking of vehicles belonging to guests of Owners, delivery trucks, service vehicles and other commercial vehicles being used in the furnishing of services to the Association or the Owners and parking of vehicles belonging to or being used by owners for loading and unloading purposes. The Board of Directors of the Association may adopt rules for the regulation of the admission and parking of vehicles within the Common Area, including the assessment of charges to Owners who violate, or whose invitees violate, such rules. Any charges so assessed shall be Special Assessments.

Section 7 - No animals, livestock or poultry of any kind, shall be raised, bred or kept on any Lot, 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 of Directors. Notwithstanding the foregoing, no animals or fowl may be kept on the Lots which result in an annoyance or are obnoxious to residents in the vicinity.

Section 8 - No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any Lot nor shall oil wells, tanks, tunnels, or mineral excavations or shafts be permitted upon the surface of any Lot 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 any Lot.

Section 9 - All rubbish, trash and garbage shall be regularly removed from the Lots and shall not be allowed to accumulate thereon. All clotheslines, refuse containers, woodpiles, storage areas and machinery and equipment shall be prohibited upon any Lot, unless obscured from view of adjoining Lots and streets, by a fence or appropriate screen.

Section 10 - No television, radio, or other electronic antenna or device of any type shall hereafter be erected, constructed, placed or permitted to remain on any of the Lots, or upon any of the houses or buildings constructed on such Lots unless and until the same shall have been approved in writing by the Architectural Committee, or unless the same be contained within a house or building.

Section 11 - All drainage of water in any Lot or structure shall drain or flow as set forth below:

(a) Any such water may drain or flow into adjacent streets and shall not be allowed to drain or flow upon adjacent Lots except over the portion of such Lots which is outside the outermost fence or wall as originally constructed, or as modified following approval of the Architectural Committee.

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

Section 12 - No trees shall be permitted within the Covered Property to the extent such trees exceed the highest point of the building nearest the point of growth of such trees. This provision is intended to comply with the mandate of the City of Newport Beach set forth as a condition to that City's approval of Declarant's application for land use permission.

Section 13 - No garage doors shall be permitted to remain open except for a temporary purpose and the Board may adopt rules for the regulation of the opening of garage doors, including the assessment of charges to Owners who violate or whose invitees violate such rules. Any charges so assessed shall be Special Assessments.

#### ARTICLE XI Rights in the Common Area

Section 1 - Members' Right of Enjoyment. Every Member and the family and guests of a Member shall have a right of enjoyment in and to the Common Area, if any, and such right shall be appurtenant to and shall pass with the interest required to be an Owner to every Lot, subject to the following provisions:

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

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

(c) The right of the Association, in accordance with its



Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof, to mortgage said property, provided that the rights of such mortgages shall be subordinated to the rights of the Members.

(d) The right of the Association to suspend the voting rights and/or the right to use of the recreational facilities, if any, by a Member for any period during which any assessment against his Lot remains unpaid and delinquent; and for a period not to exceed thirty (30) days for any single infraction of the rules and regulations of the Association, provided that any suspension of such right to use the recreational facilities, except for failure to pay assessments, shall be made only by the Association or a duly appointed committee thereof, after notice and hearing given and held in accordance with the By-Laws of the Association.

(e) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes of the membership has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every Member not less than thirty (30) days nor more than sixty (60) days in advance.

Section 2 - Delegation of Use. Any Member may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family and his tenants who reside on his Lot.

Section 3 - Waiver of Use. No Member may exempt himself from personal liability for assessments duly levied by the Association, nor release the Lot owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the Common Area and the facilities thereon, or the abandonment of his Lot.

## ARTICLE XII Easements

Section 1 - The rights and duties of the Owners with respect to water, sewer, electricity, gas, telephone, cable television lines and drainage facilities shall be governed by the following:

(a) Wherever sanitary sewer house connections, water house connections, electricity, gas, telephone and cable television lines or drainage facilities are installed within the Covered Property, the Owners of any Lot served by said connec-

tions, lines or facilities shall have the right, and are hereby granted an easement to the full extent necessary therefor, to enter upon the Lots owned by others, or to have utility companies enter upon the Lots owned by others, in or upon which said connections, lines or facilities, or any portion thereof lie, to repair, replace and generally maintain said connections as and when the same may be necessary as set forth below.

(b) Wherever sanitary sewer house connections, water house connections, electricity, gas, telephone or cable television lines or drainage facilities are installed within the Covered Property, which connections serve more than one (1) Lot, the Owner of each Lot served by said connections shall be entitled to the full use and enjoyment of such portions of said connections as service his Lot.

Section 2 - Easements over the Covered Property for the installation and maintenance of electric, telephone, cable television, water, gas, sanitary sewer lines and drainage facilities as shown on the recorded tract maps of the Covered Property, are hereby reserved by Irvine, its successors and assigns, together with the right to grant and transfer the same.

Section 3 - There is hereby reserved to Irvine, its successors and assigns, over the Covered Property, together with the right to grant and transfer the same, the right to emplace on, under or across the Covered Property transmission lines and other facilities for a community antenna television system and thereafter to own and convey such lines and facilities and the right to enter upon the Covered Property to service, maintain, repair, reconstruct and replace said lines or facilities; provided, however, that the exercise of such rights does not unreasonably interfere with any Owner's reasonable use and enjoyment of his Lot.

Section 4 - There is hereby reserved to Irvine, its successors and assigns, together with the right to grant and transfer the same, all oil, oil rights, minerals, mineral rights, natural gas rights, and other hydrocarbons by whatsoever name known that may be within or under the parcel of land hereinabove described together with the perpetual right of drilling, mining, exploring and operating therefor and storing in and removing the same from said land or any other land, including the right to whipstock or directionally drill and mine from lands other than those hereinabove described, oil or gas wells, tunnels and shafts into, through or across the subsurface of the land hereinabove described and to bottom such whipstocked or directionally drilled wells, tunnels and shafts under and beneath or beyond the exterior limits thereof, and to redrill, retunnel, equip, maintain, repair, deepen and operate any such wells or mines without, however, the right to drill, mine, store, explore and operate through the surface or the upper 500 feet of the subsurface of the land hereinabove described.

Section 5 - There is hereby reserved to Declarant, its successors and assigns, including without limitation its sales agents and representa-

tives and prospective purchasers of Lots together with the right in Declarant, its successors and assigns, to grant and transfer the same, over the Common Area and Common Facilities as the same may from time to time exist, easements for construction, display and exhibit purposes in connection with the erection and sale of residential dwelling units within the Covered Property; provided, however, that such use shall not be for a period beyond the earlier of six (6) years from the conveyance of the first Lot by Declarant or the sale of all Lots by Declarant; and provided further that no such use by Declarant and others shall otherwise restrict the Members in the reasonable use and enjoyment of the Common Areas or Common Facilities.

Section 6 - There is hereby reserved to Declarant, its successors and assigns, an easement appurtenant to each Lot which is contiguous to another Lot or the Common Area, which Lot shall be the dominant tenement and the contiguous Lots or Common Area shall be the servient tenement as follows:

(a) In favor of the dominant tenement over the servient tenement for the purpose of accommodating the natural settlement of structures; and

(b) Over the portion of the servient tenement lying within four (4) feet of the boundary of the dominant tenement for encroachment of eaves, fireplaces, doorsteps, foundation footings, garage doors, utilities and other appurtenances or fixtures which, in the construction of the structures upon the dominant tenement or from any reconstruction or modifications of such structures, project beyond the external surface of the outer walls of such structures.

Section 7 - There is hereby reserved to Declarant, its successors and assigns together with the right to grant and transfer the same to the Association, over the Lots, easements for the following purposes:

(a) The maintenance of driveways;

(b) The maintenance of walkways except such portion of walkways as are within a portion of the Lot which is enclosed by a fence or a wall;

(c) Landscaping and the maintenance of landscaping on all portions of the Lots except in that portion of the Lot which is enclosed by a fence or a wall;

(d) Painting the exterior surfaces of all dwellings, fences and walls including, without limitation, such portions of the exterior of dwellings as are within portions of the Lot which are enclosed by fences or walls;

(e) Over those portions of the Lots on the end of the Lot opposite that on which the driveway is located and outside of the outer most fence or wall in such area of the Lot, as originally constructed, or as modified

following approval of the Architectural Committee, for landscaping, common recreational use and common walkways;

(f) As necessary, to enable the Association to perform such other services as the Association is obligated to perform pursuant to this Declaration;

(g) For the use and maintenance of common sidewalks; and

(h) For the maintenance of any structure outside the dwelling or walls or fences on the end of the Lot where the driveway is located; and

(i) Maintenance of roofs;

(j) Drainage and the installation and maintenance of drainage systems over the Lots outside of the outermost fence or wall as originally constructed, or as modified following approval of the Architectural Committee together with the right at reasonable times to enter upon the Lots to obtain access to such drainage systems in connection with the maintenance thereof and together with the right to alter or remove any plants, shrubs, flowers, trees, structures or the like as in the judgment of the easement holder shall be necessary in order to efficiently accomplish such maintenance.

Section 8 - There is hereby reserved to the Declarant, its successors and assigns together with the right to grant and transfer same to Owners an easement for ingress and egress over all private streets within the Common Area subject to the right of the Association to dedicate or transfer such private streets pursuant to the Article herein entitled "Rights in the Common Area".

### ARTICLE XIII Annexation of Additional Property

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

Section 1 - Annexation Without Approval and Pursuant to General Plan. All or any part of the real property described on Exhibit "C" 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 of Covenants, Conditions and Restrictions, as described hereinafter in Section 3 of this Article, covering the portion of said real property described on Exhibit "C" sought to be annexed, shall be executed and recorded by Declarant or its successors and assigns; provided, however, no Supplementary Declaration shall be so executed and recorded pursuant to this Section more than three (3) years (i) subsequent to the recordation of this Declaration or (ii) subsequent to the last recordation of a Supplementary Declaration, whichever of (i) or (ii) shall have later occurred. 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 Lots in said annexed real property shall automatically be Members of the Association. Although Declarant or its successors and assigns shall have the ability to so annex real property, neither Declarant nor its successors and assigns shall be obligated to annex all or any portion of such property and such property shall not become subject to this Declaration unless and until a Supplementary Declaration shall have been so executed and recorded.

Section 2 - Annexation Pursuant to Approval. Upon approval in writing of the Association, pursuant to a two-thirds (2/3) majority of the voting power of its Members, or the written assent of such Members, any person who desires to add such property to the plan of this Declaration and to subject such property to the jurisdiction of the Association, may file of record a Supplementary Declaration, as described in Section 3 of this Article.

Section 3 - Supplementary Declarations. The annexations authorized under the foregoing sections shall be made by filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions, or similar instrument, with respect to the additional property which shall extend the plans of this Declaration to such property.

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, merger or consolidation revoke, modify or add to the covenants established by this Declaration within the existing property, except as hereinafter otherwise provided.

Section 4 - Mergers or Consolidations. Upon a merger or consolidation of the Association with another association, the Association's properties, rights and obligations may, by operation of law, be transferred to the surviving or consolidated association, or alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants, conditions and restrictions established by this Declaration with the Covered Property, together with the covenants and restrictions established upon any other property as one plan.

#### ARTICLE XIV General Provisions

Section 1 - Enforcement. The Association, or any Owner, shall have

the right to enforce by proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or any amendment hereto, including the right to prevent the violation of any such restrictions, conditions, covenants or reservations and the right to recover damages or other dues for such violation; provided, however, that with respect to assessment liens, the Association shall have the exclusive right to the enforcement thereof. Failure by the Association or by any Member to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2 - Severability. Invalidation of any one of these 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 3 - Term. The 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 Member, their respective legal representatives, heirs, successors and assigns, for a term of sixty (60) years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument, signed by a majority of the then Members has been recorded, agreeing to change said covenants, conditions and restrictions in whole or in part.

Section 4 - Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community or tract and for the maintenance of the Covered Property and the common recreational facilities and Common Areas. 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 5 - Amendments. This Declaration of Covenants, Conditions and Restrictions may be amended only by the affirmative written assent or vote of not less than seventy-five (75%) percent of the Owners, and, further, this amendment provision shall not be amended to allow amendments by the written assent or vote of less than seventy-five (75%) percent of the Owners; provided, however, that Article IV, Section 6 and Article XIV, Section 6 shall not be amended without the consent of the lien holder under any recorded deed of trust.

Section 6 - Mortgage Protection Clause. No breach of the covenants, conditions or restrictions herein contained, nor the enforcement of any lien provisions herein, shall defeat or render invalid the lien of any deed of trust made in good faith and for value, but all of said covenants, conditions and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure or trustee's sale, or otherwise, with respect to a Lot.

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

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

Section 9 - Attorneys' Fees. In the event action is instituted to enforce any of the provisions contained in this Declaration, the party prevailing in such action shall be entitled to recover from the other party thereto as part of the judgment, reasonable attorneys' fees and costs of such suit. In the event the Association is a prevailing party in such action, the amount of such attorneys' fees and costs shall be a Special Assessment with respect to the Lot involved in the action.

Section 10 - Notices. In each instance in which notice is to be given to an Owner, the same shall be in writing and may be delivered personally, in which case personal delivery of such notice to one or two or more co-Owners shall be deemed delivery to all the co-Owners, or such notice may be delivered by United States mail, certified or registered, postage prepaid, return receipt requested, to the Owner at 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 Lot, and any notice so deposited in the mail within Orange County, California, shall be deemed delivered forty-eight (48) hours after such deposit.

Section 11 - Obligations of Declarant. So long as Declarant, its successors or assigns, are utilizing the easement described in Section 5 of the Article in this Declaration entitled "Easements", Declarant shall not be subject to the provisions of the Article entitled "Architectural Control" or the provisions of the Article entitled "Use Restrictions".

Section 12 - Effect of this Declaration. This Declaration is made with the intent to establish a general scheme for the use, occupancy and enjoyment of the Covered Property and each and every Lot and portion thereof, and Declarant makes no warranties or representations express or implied as to the binding effect or enforceability of all or any portion of this Declaration.

Section 13 - Personal Covenant. To the extent the acceptance of a conveyance of a Lot creates a personal covenant between the Owner of such Lot and Declarant or other Owners, such personal covenant shall terminate and be of no further force and effect from and after the date when a

person or entity ceases to be an Owner except to the extent this Declaration may provide otherwise with respect to the payment of money to the Association.

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

#### ARTICLE XI City's Lien

The City, as adjoining land owner, may enforce the provisions of this Declaration relating to the covenants pertaining to the Common Area in the event the Association shall fail to maintain the Common Area. The City assumes no obligation to enforce any of the covenants, conditions and restrictions contained herein. The rights of the City to enforce the covenants as they relate to maintenance of the Common Area shall only accrue in the event the Common Area, together with all improvements thereon, is not maintained in an orderly manner without constituting either a public or private nuisance.

The City, in the event the Common Area is not properly maintained in accordance with generally accepted standards for maintenance of lawns, shrubs, trees and green areas and all improvements contained within the Common Area (including, without limitation, recreational buildings, streets, curbs, sidewalks and other facilities) or in the event there is any delinquency in the payment of taxes or assessments imposed by law upon the Common Area which continues for thirty (30) days after written notice from the City to the Association, may make and enforce assessments which shall be a lien against the Lots; provided, however, the lien against any Lot shall not exceed the proportionate share of the total amount of the unpaid taxes and assessments or lien for maintenance, upkeep and repair thereof upon the Common Area of the Covered Property, that the assessed value of the land and improvements as shown on the rolls of the Orange County Tax Assessor for the fiscal year preceding the year in which the default occurs on any single Lot bears to the assessed value of the land and improvements on all of the Lots as to which there is a default. This lien of the City on each Lot may be enforced by civil action or foreclosure of lien or other remedy. It is the intent of this provision that the City is to enforce its assessment and lien on a tract by tract basis and not as to the entire community.

JASMINE CREEK  
11/8/73

Rev. 7/8/74



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



THE IRVINE COMPANY, a West Virginia  
Corporation

By Frank S. Hill  
Vice President

By John D. Smith  
Assistant Secretary

M. J. Brock & Sons, Inc., a  
Delaware Corporation

By Jack R. Harter  
Jack R. Harter, Vice President

By A. D. Tusher  
A. D. Tusher, Secretary

Approved as to form  
John W. Wells  
John W. Wells

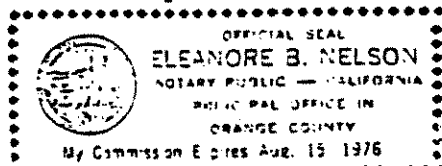
JASMINE CREEK  
11/8/73

Rev. 7/8/74

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF ORANGE )

On August 2, 1974, before me, the undersigned, a Notary Public in and for said State, personally appeared Frank E. Hughes, known to me to be the Vice President and Sheldon Smart, known to me to be the Assistant Secretary of The Irvine Company the corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its By-Laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

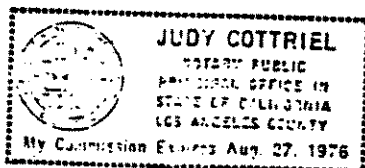


Eleanor B. Nelson  
Notary Public in and for said State

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF Los Angeles )  
~~ORANGE~~

On July 26, 1974, before me, the undersigned, a Notary Public in and for said State, personally appeared David H. Martin, known to me to be the Vice President and William J. Danner, known to me to be the Assistant Secretary of San Diego Gas & Electric Co. the corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its By-Laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.



Judy Cottriel  
Notary Public in and for said State

EXHIBIT "A"

COVERED PROPERTY

Tract No. 8425 in the City of Newport Beach, as per map recorded in Book 339, pages 6 to 14, inclusive, of Miscellaneous Maps, in the office of the County Recorder, County of Orange, State of California, except therefrom, Lot A, Lots 58 through 66, inclusive, and Lots 85 through 88, inclusive, of said Tract No. 8425.

APPROVED AS TO DESCRIPTION

4-1-12 19 7d BY [Signature] S.3118



## EXHIBIT "C"

## FUTURE ANNEXATION AREA

That portion of Blocks 93 and 96 of Irvine's Subdivision in the City of Newport Beach, County of Orange, State of California, as per map filed in Book 1, page 88 of Miscellaneous Record Maps in the office of the County Recorder of Said County, described as follows:

Beginning at the most Easterly corner of Tract No. 6113 as per map filed in Book 226, pages 20, 21 and 22 of Miscellaneous Maps, said corner being a point on the Southwesterly right of way line of San Joaquin Hills Road, 128.00 feet wide, as described in the deed to the City of Newport Beach recorded March 1, 1967 in Book 8187, page 556 of Official Records, said right of way line being a curve concave Northeasterly having a radius of 2264.00 feet, a radial to said point bears South 52° 14' 23" West; thence Southeasterly 1504.48 feet along said curve and said Southwesterly right of way line through an angle of 38° 04' 28" to the most Northerly corner of Tract No. 6228 as per map filed in Book 229, pages 25 to 32 inclusive, of Miscellaneous Maps, said corner being the beginning of a reverse curve concave Southwesterly having a radius of 25.00 feet; thence along the boundary of said tract the following courses and curves: Southeasterly 38.31 feet along said curve through an angle of 87° 47' 42"; South 11° 57' 37" West 1046.81 feet to the beginning of a curve concave Northwesterly having a radius of 810.00 feet; Southwesterly 1227.58 feet along said curve through an angle of 86° 50' 00" to the beginning of a reverse curve concave Southerly having a radius of 840.00 feet; Westerly 555.40 feet along said curve through an angle of 37° 52' 59" to the beginning of a reverse curve concave Northerly having a radius of 25.00 feet; Westerly and Northwesterly 37.68 feet along said curve through an angle of 86° 21' 16"; North 32° 44' 06" West 52.64 feet to the beginning of a curve concave Southwesterly having a radius of 1030.00 feet; Northwesterly 482.54 feet along said curve through an angle of 26° 50' 31"; North 59° 34' 37" West 96.25 feet to an angle point in the boundary of Tract No. 3660 as per map filed in Book 144, pages 9, 10 and 11 of Miscellaneous Maps, said angle point being also the Southwesterly corner of Lot 27, said Tract No. 3660; thence along said boundary the following courses and curves: North 83° 48' 49" East 210.77 feet; North 33° 59' 23"

APPROVED AS TO DISPOSITION

36 Jan 11, 1971 BY *[Signature]* LS3118

East 158.00 feet; North 16° 09' 23" East 436.00 feet; North 73° 50' 37" West 188.00 feet to a point on a nontangent curve concave Northwesterly having a radius of 15.00 feet, a radial to said point bears South 73° 50' 37" East; Southwesterly 23.56 feet along said curve through an angle of 90° 00' 00"; North 73° 50' 37" West 10.48 feet to the beginning of a curve concave Northerly having a radius of 572.00 feet; Westerly 136.83 feet along said curve through an angle of 11° 40' 00"; North 62° 10' 37" West 199.31 feet to the beginning of a curve concave Northeasterly having a radius of 512.00 feet; Northwesterly 114.22 feet along said curve through an angle of 12° 46' 55"; North 49° 23' 42" West 301.29 feet to the beginning of a curve concave Northeasterly having a radius of 197.00 feet; Northwesterly 83.81 feet along said curve through an angle of 24° 22' 28" to an intersection with the Southeasterly line of Tract No. 2202 as per map filed in Book 123, pages 22 to 26 inclusive, of Miscellaneous Maps, a radial to said point bears South 64° 58' 46" West, said intersection being also the most Southerly corner of Lot 75, said Tract No. 2202; thence North 50° 26' 48" East 363.14 feet along said Southeasterly line to the most Easterly corner of Lot 77, said Tract No. 2202, said corner being also an angle point in the boundary of said Tract No. 6113; thence along said boundary the following courses and curves: South 49° 25' 42" East 35.53 feet; North 50° 26' 48" East 349.96 feet to the beginning of a curve concave Northwesterly having a radius of 1030.00 feet; Northeasterly 166.58 feet along said curve through an angle of 9° 16' 00" to the beginning of a reverse curve concave Southeasterly having a radius of 970.00 feet; continuing Northeasterly 88.63 feet along said curve through an angle of 5° 14' 08" to a point on the Southwesterly line of that certain land described in the deeds to Southern California Edison Company recorded August 22, 1946 in Book 1446, page 481 of Official Records and February 28, 1967 in Book 8186, page 163 of Official Records, a radial to said point bears North 43° 35' 04" West; thence along the boundary of said land the following courses and distances: South 49° 26' 59" East 374.06 feet; North 50° 26' 48" East 325.00 feet; North 49° 26' 59" West 380.90 feet to the boundary of said Tract No. 6113; thence along said boundary the following courses and curves: North 49° 30' 12" East 13.43 feet to the beginning of a curve concave Southeasterly having a radius of 1970.00 feet; Northeasterly 146.75 feet along said curve through an angle of 4° 16' 05"; North 53° 46' 17" East 258.75 feet to the beginning of a curve concave Southerly having a radius of 25.00 feet; Easterly 38.60 feet along said curve through an angle of 88° 28' 06" to the point of beginning.

East 155.00 feet; North 16° 09' 23" East 436.00 feet; North 73° 50' 37" West 188.00 feet to a point on a nontangent curve concave Northwesterly having a radius of 15.00 feet, a radial to said point bears South 73° 50' 37" East; Southwesterly 23.56 feet along said curve through an angle of 50° 00' 00"; North 73° 50' 37" West 10.48 feet to the beginning of a curve concave Northerly having a radius of 572.00 feet; Westerly 136.83 feet along said curve through an angle of 11° 40' 00"; North 62° 10' 37" West 199.31 feet to the beginning of a curve concave Northeasterly having a radius of 512.00 feet; Northwesterly 114.22 feet along said curve through an angle of 12° 46' 55"; North 49° 23' 42" West 301.29 feet to the beginning of a curve concave Northeasterly having a radius of 197.00 feet; Northwesterly 83.81 feet along said curve through an angle of 24° 22' 28" to an intersection with the Southeasterly line of Tract No. 2202 as per map filed in Book 123, pages 22 to 26 inclusive, of Miscellaneous Maps, a radial to said point bears South 64° 58' 46" West, said intersection being also the most Southerly corner of Lot 75, said Tract No. 2202; thence North 50° 26' 48" East 363.14 feet along said Southeasterly line to the most Easterly corner of Lot 77, said Tract No. 2202, said corner being also an angle point in the boundary of said Tract No. 6113; thence along said boundary the following courses and curves: South 49° 25' 42" East 35.53 feet; North 50° 26' 48" East 349.96 feet to the beginning of a curve concave Northwesterly having a radius of 1030.00 feet; Northeasterly 166.58 feet along said curve through an angle of 9° 16' 00" to the beginning of a reverse curve concave Southeasterly having a radius of 970.00 feet; continuing Northeasterly 88.63 feet along said curve through an angle of 5° 14' 08" to a point on the Southwesterly line of that certain land described in the deeds to Southern California Edison Company recorded August 22, 1946 in Book 1446, page 481 of Official Records and February 28, 1967 in Book 8186, page 163 of Official Records, a radial to said point bears North 43° 35' 04" West; thence along the boundary of said land the following courses and distances: South 49° 26' 59" East 374.06 feet; North 50° 26' 48" East 325.00 feet; North 49° 26' 59" West 380.90 feet to the boundary of said Tract No. 6113; thence along said boundary the following courses and curves: North 49° 30' 12" East 13.43 feet to the beginning of a curve concave Southeasterly having a radius of 1970.00 feet; Northeasterly 146.75 feet along said curve through an angle of 4° 16' 05"; North 53° 46' 17" East 258.75 feet to the beginning of a curve concave Southerly having a radius of 25.00 feet; Easterly 38.60 feet along said curve through an angle of 88° 28' 06" to the point of beginning.

EXCEPT Tract No. 8425, as per map recorded in Book 339 pages 5 to 14, inclusive, of Miscellaneous Maps, in the office of the County Recorder, County of Orange, State of California, but including Lots 58 through 66, inclusive, and Lots 85 through 88, inclusive, of said Tract No. 8425.

ALSO EXCEPT that portion thereof described as follows:

Beginning at the most Northerly corner of the land described in a deed to the Southern California Edison Company recorded in Book 8986, page 163, Official Records of said County; thence South  $49^{\circ} 26' 59''$  East 380.90 feet along the Northeasterly line of said land; thence East 151.35 feet; thence North  $40^{\circ} 33' 01''$  East 284.02 feet to a point on the Southwesterly line of San Joaquin Hills Road as described in a deed recorded in Book 8187, page 566, said Official Records, said point being on a curve concave Northeasterly having a radius of 2264.00 feet, a radial to said point bears South  $42^{\circ} 37' 04''$  West; thence Northwesterly 380.20 feet along said curve through an angle of  $9^{\circ} 37' 18''$  to an angle point in the boundary of Tract No. 6113, as per map filed in Book 226, pages 20 through 22, Miscellaneous Maps in the office of said County Recorder, said point being the beginning of a reverse curve concave Southerly having a radius of 25.00 feet; thence Westerly 38.60 feet along said curve and boundary through an angle of  $88^{\circ} 28' 06''$ ; thence South  $53^{\circ} 46' 17''$  West 258.75 feet along said boundary to the beginning of a curve therein concave Southeasterly having a radius of 1970.00 feet; thence Southwesterly 146.75 feet along said curve through an angle of  $4^{\circ} 16' 05''$ ; thence South  $49^{\circ} 30' 12''$  West 13.43 feet along said boundary to the point of beginning.