

COCAZ

ASSOCIATION GOVERNING DOCUMENTS

In compliance with amendments to California Civil Code and Government Code, effective January 1, 2000, please attach this cover page to your copy of the association's governing documents.

If this document contains any restriction based on race, color, religion, sex, familial status, marital status, disability, national origin, or ancestry, that restriction violates state and federal fair housing laws and is void. Any person holding an interest in this property may request that the county recorder remove the restrictive covenant language pursuant to subdivision (c) of Section 12956.1 of the Government Code.

2287

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 30th day of January, 1970, by OAKS INVESTMENT COMPANY, a partnership (hereinafter referred to as "Declarant").

R E C I T A L S:

WHEREAS, Declarant is the owner of Lots 1 through 433 and Lots A through T of Tract No. 6970, as shown on a map recorded in Book 263, Pages 1 through 12, both inclusive, of Miscellaneous Maps, Records of Orange County, California; and

WHEREAS, Declarant desires to create on said real property a residential community with private social and recreational areas for the benefit of the community; and

WHEREAS, Declarant desires to create covenants, conditions and restrictions running with the land which will assure the development of the tract in accordance with a general plan hereinafter described; and

WHEREAS, Declarant desires to create covenants, conditions and restrictions running with the land which will describe the rights and obligations of the owners of each of the lots within said land, both individually and collectively, as well as the rights and obligations of the hereinafter described association; and

WHEREAS, Declarant desires to create covenants, conditions and restrictions running with the land which will assure the permanent maintenance of said land; and

WHEREAS, Declarant desires to create covenants, conditions and restrictions running with the land which will assure the payment of taxes and assessments and maintenance of those certain areas

T-I 477770 OAKS

\$ 13.20

RECORDED AT REQUEST OF
TITLE INS. & TRUST CO.
IN OFFICIAL RECORDS OF
ORANGE COUNTY, CALIF.
305
FEB 4 1970
WYLLIE CARLYLE, County Recorder

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hereinafter described as "Streets"; and

WHEREAS, Declarant is about to convey said land subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth;

NOW, THEREFORE, Declarant hereby declares that it has and does hereby establish a general plan for the protection, maintenance, improvement and development of said land, and has fixed and does hereby fix covenants, conditions, restrictions, reservations, liens and charges upon and subject to which all lots, parcels and portions of said land shall be held, used, leased, sold and conveyed, and each and all of which is and are for the benefit of said land and each portion thereof and each present and each future owner of said land and Declarant herein, and shall inure to and pass with said land and each and every parcel of land therein and shall apply to and bind their respective successors in interest in said land of Declarant, and shall inure to the benefit of each owner thereof.

ARTICLE I

Definitions

1.01 "Association" shall mean and refer to Coto de Caza Community Association, a California non-profit corporation, its successors and assigns.

1.02 "Club de Caza" shall mean and refer to Club de Caza, a California corporation.

1.03 "The Property" shall mean and refer to all of Tract 6970 as shown on a map recorded in Book 263, Pages 1 to 12, both inclusive, of Miscellaneous Maps, Records of Orange County, California.

1.04 "Lot" shall mean and refer to Lots 1 through 400, both inclusive, of the Property.

1.05 "Streets" shall mean and refer to Lots A through T, both inclusive, of the Property.

1.06 "Common Area" shall mean and refer to Lots 401, 402, 405 through 414, inclusive, 418 and 421 through 433, inclusive, of the Property.

1.07 "Conveyance" shall mean and refer to the transfer or conveyance of any portion of the Property, and any such transfer shall transfer and convey all rights and easements appurtenant to such portion of the Property.

1.08 "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of the fee simple title to any Lot, excluding those having such interest merely as security for the performance of an obligation.

1.09 "Committee" shall mean and refer to the Architectural Control Committee established pursuant to Article VI hereof.

1.10 "Member" shall mean and refer to all those owners who are members of the Association.

1.11 "Declarant" shall mean and refer to Oaks Investment Company, a limited partnership.

1.12 "Improvement" shall include buildings, outbuildings, garages, carports, roads, driveways, parking areas, fences, screening walls, stairs, decks, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs and all other structures or landscaping improvements of every type and kind.

ARTICLE II

MEMBERSHIP

Every person or entity who is an owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association shall be qualified to be a member of the Association. The foregoing is not intended to include persons or

entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one (1) membership. Membership shall be appurtenant to and may not be separated from ownership from any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership and such qualification shall be automatic upon becoming an Owner of said Lot, and shall remain a member of the Association until such time as the ownership ceases for any reason, at which time his membership in said Association shall cease automatically.

ARTICLE III

PROPERTY RIGHTS

3.01 Streets. Every Member and Club de Caza shall have a right and easement to use the Streets within the Property for vehicular traffic, which Streets shall be maintained by the Association unless and until the Streets are dedicated to any public agency and are accepted for maintenance. The Association and Club de Caza so long as it is a lessee of any of the Property shall have the right to dedicate or transfer the Streets to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members and Club de Caza. No such dedication or transfer shall be effective unless an instrument has been signed by the Secretary of Club de Caza that such dedication has been approved by the Board of Directors of Club de Caza and signed by the Secretary of the Association certifying that such dedication has been approved by Members entitled to cast two-thirds (2/3) of the votes of the membership, and such instrument 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) nor more than sixty (60) days in advance.

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3.02 Delegation of Use. Any Member may delegate, in accordance with the By-Laws, his right and easement to use the Streets to the members of his family, his tenants, or contract purchasers who reside on the Property. Club de Caza may delegate its rights to use the Streets to its members, their families and guests.

3.03 Title to the Streets. The Declarant hereby covenants for itself, its heirs and assigns, that it will convey fee simple title to the Streets to the Association, free and clear of all encumbrances and liens, prior to the conveyance of the first Lot.

3.04 Clubhouse and Recreational Facilities. Lots 403, 404, 415 and 419 of the Property and the Common Area shall be used for recreational purposes or to enhance the enjoyment by the members of Club de Caza of the natural environment of the Property and the surrounding real property.

3.05 Guest Units. Lots 417 and 420 of the Property shall be used for guest cottages, bungalows and other residential units for use by members of Club de Caza and their guests.

3.06 Commercial. Lot 416 of the Property shall be used only for light commercial activities, by way of example only, use as a shopping center.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

4.01 Creation of the Lien and Personal Obligation of Assessments. For purposes of this Article IV only, the term "Lot" shall mean all Lots and lots 401 through 433, inclusive. The Declarant, for each lot owned within the Property hereby covenants, and each owner of any lot by acceptance of a deed therefor, 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: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided.

The annual and special assessments, together with such 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 Property against which each such assessment is made. Each such assessment, together with such interest, cost and reasonable attorney's fees shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation shall not pass to his successor in title unless expressly assumed by them.

4.02 Purpose of Assessments. The assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety and welfare of the residents of the Lots and in particular for the improvement and maintenance of the Streets.

4.03 Uniform Rate of Assessments. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

4.04 Quorum for Any Action. At the first meeting called, written notice of which shall be sent to all Members not more than sixty (60) days and not less than ten (10) days in advance of the meeting, the presence at the meeting of Members or of proxies entitled to cast at least fifty percent (50%) of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at any such subsequent meeting shall be at least twenty-five percent (25%) of all the votes of the membership. No such subsequent meeting shall be held not less than forty-eight (48) hours, nor more than thirty (30) days following the preceding meeting.

4.05 Date of Commencement of Annual Assessments:

Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the Streets. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

4.06 Effect of Nonpayment of Assessments: Remedies

of the Association. Any assessments which are not paid when due shall be delinquent and the Association may record a notice of assessment in the Office of the County Recorder of the County of Orange. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of seven and one-half percent (7-1/2%) per annum, and the Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

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4.07 Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any deed of trust or mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a decree of foreclosure or proceeding in lieu of foreclosure of any mortgage or trust deed shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No such sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

4.08 Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein: (a) All properties dedicated to and accepted by a local public authority; and (b) the Streets.

ARTICLE V

RESTRICTIONS ON USE

5.00 Site Development Standards. The establishment, operation and maintenance of the uses permitted hereunder shall be in compliance with the requirements of Orange County, RS District Zoning as they may exist from time to time.

5.01 Residential Lots. All Lots shall be used only for single family residential use. The only buildings that may be constructed on any lot are a single family dwelling (herein referred to as the "Residence") containing at least one thousand (1,000) square feet, an accessory building and a garage. No used buildings constructed or erected upon other real property shall be moved from other locations onto any lot. Neither trailers nor mobile homes shall be permitted on any lot. No structures of a temporary character, trailers, basements, tents, shacks, garages, barns, or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently. All temporary structures on any lot during construction of the Residence must be approved by the Committee and must be removed when construction is completed.

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5.02 Animals. 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 provided they are not kept, bred or maintained for any commercial purposes and provided further that an excessive number of such animals may not be kept or any animal kept which, in the sole discretion of the Association constitutes a nuisance or annoyance to other Owners. In no event may any animal be allowed to roam from an Owner's Lot. Any animal allowed on the Property must be registered with the Association, pursuant to rules and regulations promulgated by it. Such rules and regulations shall at least provide for a certificate of good health issued by any veterinarian licensed to practice by the State of California and shall provide for such periodic recertifications as may be reasonable with respect to the type of animal involved.

5.03 Signs. No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on the Property, nor shall the Property be used in any way or for any purpose which may endanger the health or unreasonably disturb any Owner. Nothing herein contained shall prohibit or restrict the right of an Owner to display or have displayed on such Owner's Lot a sign of customary and reasonable dimensions advertising the Lot for sale. No business activities of any kind whatsoever shall be conducted on any portion of the Property. Provided, however, the foregoing limitation shall not apply to the business activities of Club de Caza.

5.04 Service Yards. All clotheslines, equipment, service yards, woodpiles or storage piles shall be kept screened by adequate fencing so as to conceal them from view of neighboring areas. All rubbish and trash shall be regularly removed from

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all Lots and shall not be allowed to accumulate thereon. No noxious or offensive activity shall be carried on upon any Lot.

5.05 Preservation of trees. No trees now located on any portion of the Property shall be removed, cut down or in any way damaged or destroyed without the prior written approval of the Association.

5.06 Fires. No outdoor fires shall be permitted on any portion of the Property except as specifically authorized in writing by the Association.

5.07 Horses. The riding of horses or any other animal shall be allowed only on the Streets or the trails specifically provided for riding.

5.08 Motor Vehicles. All motor vehicles, including automobiles, dune buggies, motorcycles, and trail bikes must have mufflers on their exhaust systems and shall be allowed to be ridden only on the paved roads within the Property or other areas specifically designated for such use by Club de Caza. No motor vehicle which shall not be in an operating condition shall be parked or left on any part of the Property other than a garage.

5.09 Boats, Trucks and Trailers. No boat, truck or trailer shall be stored or parked on any Lot unless the same shall be kept in an enclosed area and out of view of any adjacent Lot.

5.10 Privies. No privies shall be erected, maintained or used upon any Lot.

5.11 Oil Operations. No derrick, or other structure designed for use in boring, mining or quarrying for water, oil or natural gas or precious minerals shall be erected, maintained or permitted upon any Lot.

5.12 Excavation. No excavation shall be made on any Lot except in connection with construction of an improvement on

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such Lot, and upon completion thereof exposed opening shall be backfilled and disturbed ground shall be compacted, graded and levelled in such a manner that the drainage over the disturbed ground shall be the same as it was prior to such excavation. All excavation shall be performed in accordance with plans approved by the Committee.

5.13 Fences. No fence, hedge, antenna, wall, or other dividing structure higher than six (6) feet of the highest point of ground on any Lot shall be permitted, except as otherwise provided herein.

5.14 Subdivision. No lot may be subdivided.

ARTICLE VI

ARCHITECTURAL CONTROL

No building, fence, wall or other improvement shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an architectural committee composed of three (3) representatives. One representative shall be appointed by the Board of Directors of the Association, and one representative shall be appointed by Club de Caza, so long as Club de Caza is a lessee of any of the Property and thereafter by the Board of Directors of the Association. The two representatives so appointed shall appoint the third representative on the committee. Either the Association or Club de Caza may remove its representative at any time and appoint a new representative. The third representative shall serve for a term of one (1) year from the date of

appointment or until later removed by the action of either the Association or Club de Caza. Upon the removal of the third representative, a new third representative shall be appointed by the remaining representatives. Any representative may resign at any time. Upon the resignation of any representative, a new representative shall be appointed by the party who appointed such representative.

In the event that the designated committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. All decisions of approval or disapproval shall be by majority vote.

ARTICLE VII

GENERAL PROVISIONS

7.01 Enforcement. The Association, Declarant, so long as it is an owner, Club de Caza, so long as it is a lessee of any of the Property, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. The result of every action or omission whereby any restriction herein contained is violated in whole or in part is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or equity, either public or private, shall be applicable against every such result and may be exercised by Declarant or by the Owner of any Lot within the Property. In any legal or equitable proceeding for the enforcement of or to restrain the violation of this Declaration or any provision hereof, the losing party or parties shall pay the attorneys' fees of the prevailing party or parties.

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in such amount as may be fixed by the Court in such proceeding. All remedies provided herein or at law or in equity shall be cumulative and not exclusive. Failure by the Association or by Declarant or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter nor of the right to enforce any other restrictions.

7.02 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

7.03 Term. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years.

7.04 Amendment. This Declaration, or any provisions hereof, except Article VI hereof, or any covenant, condition or restriction contained herein, may be terminated, extended, modified or amended, as to the whole of the Property or any portion thereof, by action of the Owners of a majority of the Lots located within the Property. Any amendment, modification, termination or extension of any of the provisions of Article VI hereof, relating to the Architectural Control Committee, shall require the consent of Club de Caza, so long as Club de Caza is a lessee of any of the Property. No such termination, extension, modification or amendment shall be effective until a

proper instrument in writing has been executed and acknowledged and recorded in the Office of the Recorder of Orange County, California.

7.05 Constructive Notice and Acceptance. Every person who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in the Property.

7.06 Mutuality, Reciprocity; Runs with Land. All restrictions, conditions, covenants and agreements contained herein are made for the direct, mutual and reciprocal benefit of each and every part, Parcel and Lot of the Property; shall create mutual, equitable servitudes upon each part, Parcel and Lot in favor of every other part, Parcel and Lot; shall create reciprocal rights and obligations between the respective Owners of all Lots and privity of contract and estate between all grantees of said Lots, their heirs, successors and assigns; and shall operate as covenants running with the Land, for the benefit of all other Lots.

7.07 Breach of Covenants and Restrictions. Breach of any of said covenants and restrictions, or any re-entry by reason of such breach, shall not defeat or render invalid the lien of any mortgage or Deed of Trust in good faith and for value as to said Lots or Property, or any part thereof, but such provisions, restrictions, or covenants shall be binding and effective against any Owner of said Property whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

7.08 Paragraph Headings. Paragraph headings, where used herein, are inserted for convenience only and are not intended

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to be a part of this Declaration or in any way to define, limit or describe the scope and intent of the particular paragraphs to which they refer.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this Declaration on the day and year first hereinabove written.

OAKS INVESTMENT COMPANY, a Limited Partnership

By: MACCO CORPORATION, a Delaware Corporation

By: [Signature]
Its [Signature]

By: [Signature]
Its Vice President

"GENERAL PARTNER"

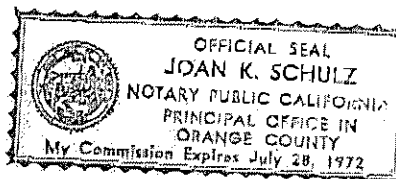
TO ACCO
(Corporation as a Partner of a Partnership)

STATE OF CALIFORNIA
COUNTY OF ORANGE } SS.

On January 30, 1970 before me, the undersigned, a Notary Public in and for said State, personally appeared Edwin D. Ettinger, known to me to be the Vice President, and Dirck Z. Meengs, known to me to be the Secretary of Macco Corporation, the corporation that executed

the within instrument and known to me to be the persons who executed the within instrument on behalf of said corporation, said corporation being known to me to be one of the partners of Oaks Investment Company, the partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same.

WITNESS my hand and official seal
Signature: [Signature]
Joan K. Schulz
Name (Typed or Printed)



(This area for official notarial seal)

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 30th day of January, 1970, by OAKS INVESTMENT COMPANY, a partnership (hereinafter referred to as "Declarant").

RECITALS:

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WHEREAS, Declarant desires to create on said real property a residential community with private social and recreational areas for the benefit of the community; and

WHEREAS, Declarant desires to create covenants, conditions and restrictions running with the land which will assure the development of the tract in accordance with a general plan hereinafter described; and

WHEREAS, Declarant desires to create covenants, conditions and restrictions running with the land which will describe the rights and obligations of the owners of each of the lots within said land, both individually and collectively, as well as the rights and obligations of the hereinafter described association; and

WHEREAS, Declarant desires to create covenants, conditions and restrictions running with the land which will assure the permanent maintenance of said land; and

WHEREAS, Declarant desires to create covenants, conditions and restrictions running with the land which will assure the payment of taxes and assessments and maintenance of those certain areas hereinafter described as "Streets"; and

WHEREAS, Declarant is about to convey said land subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth;

NOW, THEREFORE, Declarant hereby declares that it has and does hereby establish a general plan for the protection, maintenance, improvement and development of said land, and has fixed and does hereby fix covenants, conditions, restrictions, reservations, liens and charges upon and subject to which all lots, parcels and portions of said land shall be held, used, leased, sold and conveyed, and each and all of which is and are for the benefit of said land and each portion thereof and each present and each future owner of said land and Declarant herein, and shall inure to and pass with said land and each and every parcel of land therein and shall apply to and bind their respective successors in interest in said land of Declarant, and shall inure to the benefit of each owner thereof.

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4.03 Uniform Rate of Assessments. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

4.04 Quorum for Any Action. At the first meeting called, written notice of which shall be sent to all Members not more than sixty (60) days and not less than ten (10) days in advance of the meeting, the presence at the meeting of Members or of proxies entitled to cast at least fifty percent (50%) of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at any such subsequent meeting shall be at least twenty-five percent (25%) of all the votes of the membership. No such subsequent meeting shall be held not less than forty-eight (48) hours, nor more than thirty (30) days following the preceding meeting.

4.05 Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the Streets. The first annual assessment shall be adjusted according to the number of months remaining in

the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

4.06 Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent and the Association may record a notice of assessment in the Office of the County Recorder of the County of Orange. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of seven and one-half percent (7-1/2%) per annum, and the Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

4.07 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any deed of trust or mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a decree of foreclosure or proceeding in lieu of foreclosure of any mortgage or trust deed shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No such sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

4.08 Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein: (a) All properties dedicated to and accepted by a local public authority; and (b) the Streets.

ARTICLE V Restrictions on Use

5.00 Site Development Standards. The establishment, operation and maintenance of the uses permitted hereunder shall be in compliance with the requirements of Orange County, RS District Zoning as they may exist from time to time.

5.01 Residential Lots. All Lots shall be used only for single family residential use. The only buildings that may be constructed on any Lot are a single family dwelling (herein referred to as the "Residence") containing at least one thousand (1,000) square feet, an accessory building and a garage. No used buildings constructed or erected upon other real property shall be moved from other locations onto any Lot. Neither trailers nor mobile homes shall be permitted on any Lot. No structures of a temporary character, trailers, basements, tents, shacks, garages, barns, or other outbuildings shall be used on any Lot at any time as a residence either temporarily or permanently. All temporary structures on any Lot during construction of the Residence must be approved by the Committee and must be removed when construction is completed.

5.02 Animals. 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 provided they are not kept, bred or maintained for any commercial purposes and provided further that an excessive number of such animals may not be kept or any animal kept which, in the sole discretion of the Association constitutes a nuisance or annoyance to other Owners. In no event may any animal be allowed to roam from an Owner's Lot. Any animal allowed on the Property must be registered with the Association, pursuant to rules and regulations promulgated by it. Such rules and regulations shall at least provide for a certificate of

good health issued by any veterinarian licensed to practice by the State of California and shall provide for such periodic recertifications as may be reasonable with respect to the type of animal involved.

5.03 **Signs.** No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on the Property, nor shall the Property be used in any way or for any purpose which may endanger the health or unreasonably disturb any Owner. Nothing herein contained shall prohibit or restrict the right of an Owner to display or have displayed on such Owner's Lot a sign of customary and reasonable dimensions advertising the Lot for sale. No business activities of any kind whatsoever shall be conducted on any portion of the Property. Provided, however, the foregoing limitation shall not apply to the business activities of Club de Caza.

5.04 **Service Yards.** All clotheslines, equipment, service yards, woodpiles or storage piles shall be kept screened by adequate fencing so as to conceal them from view of neighboring areas. All rubbish and trash shall be regularly removed from all Lots and shall not be allowed to accumulate thereon. No noxious or offensive activity shall be carried on upon any Lot.

5.05 **Preservation of trees.** No trees now located on any portion of the Property shall be removed, cut down or in any way damaged or destroyed without the prior written approval of the Association.

5.06 **Fires.** No outdoor fires shall be permitted on any portion of the Property except as specifically authorized in writing by the Association.

5.07 **Horses.** The riding of horses or any other animal shall be allowed only on the Streets or the trails specifically provided for riding.

5.08 **Motor Vehicles.** All motor vehicles, including automobiles, dune buggies, motorcycles, and trail bikes must have mufflers on their exhaust systems and shall be allowed to be ridden only on the paved roads within the Property or other areas specifically designated for such use by Club de Caza. No motor vehicle which shall not be in an operating condition shall be parked or left on any part of the Property other than a garage.

5.09 **Boats, Trucks and Trailers.** No boat, truck or trailer shall be stored or parked on any Lot unless the same shall be kept in an enclosed area and out of view of any adjacent Lot.

5.10 **Privies.** No privies shall be erected, maintained or used upon any Lot.

5.11 **Oil Operations.** No derrick, or other structure designed for use in boring, mining or quarrying for water, oil or natural gas or precious minerals shall be erected, maintained or permitted upon any Lot.

5.12 **Excavation.** No excavation shall be made on any Lot except in connection with construction of an improvement on such Lot, and upon completion thereof exposed opening shall be backfilled and disturbed ground shall be compacted, graded and leveled in such a manner that the drainage over the disturbed ground shall be the same as it was prior to such excavation. All excavation shall be performed in accordance with plans approved by the Committee.

5.13 **Fences.** No fence, hedge, antenna, wall, or other dividing structure higher than six (6) feet of the highest point of ground on any Lot shall be permitted, except as otherwise provided herein.

5.14 **Subdivision.** No lot may be subdivided.

ARTICLE VI

Architectural Control

No building, fence, wall or other improvement shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an architectural committee composed of three (3) representatives. One representative shall be appointed by the Board of Directors of the Association, and one repre-

representative shall be appointed by Club de Caza, so long as Club de Caza is a lessee of any of the Property and thereafter by the Board of Directors of the Association. The two representatives so appointed shall appoint the third representative on the committee. Either the Association or Club de Caza may remove its representative at any time and appoint a new representative. The third representative shall serve for a term of one (1) year from the date of appointment or until later removed by the action of either the Association or Club de Caza. Upon the removal of the third representative, a new third representative shall be appointed by the remaining representatives. Any representative may resign at any time. Upon the resignation of any representative, a new representative shall be appointed by the party who appointed such representative.

In the event that the designated committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. All decisions of approval or disapproval shall be by majority vote.

ARTICLE VII General Provisions

7.01 Enforcement. The Association, Declarant, so long as it is an owner, Club de Caza, so long as it is a lessee of any of the Property, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. The result of every action or omission whereby any restriction herein contained is violated in whole or in part is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or equity, either public or private, shall be applicable against every such result and may be exercised by Declarant or by the Owner of any Lot within the Property. In any legal or equitable proceeding for the enforcement of or to restrain the violation of this Declaration or any provision hereof, the losing party or parties shall pay the attorneys' fees of the prevailing party or parties, in such amount as may be fixed by the Court in such proceeding. All remedies provided herein or at law or in equity shall be cumulative and not exclusive. Failure by the Association or by Declarant or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter nor of the right to enforce any other restrictions.

7.02 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

7.03 Term. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years.

7.04 Amendment. This Declaration, or any provisions hereof, except Article VI hereof, or any covenant, condition or restriction contained herein, may be terminated, extended, modified or amended, as to the whole of the Property or any portion thereof, by action of the Owners of a majority of the Lots located within the Property. Any amendment, modification, termination or extension of any of the provisions of Article VI hereof, relating to the Architectural Control Committee, shall require the consent of Club de Caza, so long as Club de Caza is a lessee of any of the Property. No such termination, extension, modification or amendment shall be effective until a proper instrument in writing has been executed and acknowledged and recorded in the Office of the Recorder of Orange County, California.

7.05 Constructive Notice and Acceptance. Every person who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, whether or not any

reference to this Declaration is contained in the instrument by which such person acquired an interest in the Property.

7.06 **Mutuality, Reciprocity; Runs with Land.** All restrictions, conditions, covenants and agreements contained herein are made for the direct, mutual and reciprocal benefit of each and every part, Parcel and Lot of the Property; shall create mutual, equitable servitudes upon each part, Parcel and Lot in favor of every other part, Parcel and Lot; shall create reciprocal rights and obligations between the respective Owners of all Lots and privity of contract and estate between all grantees of said Lots, their heirs, successors and assigns; and shall operate as covenants running with the Land, for the benefit of all other Lots.

7.07 **Breach of Covenants and Restrictions.** Breach of any of said covenants and restrictions, or any re-entry by reason of such breach, shall not defeat or render invalid the lien of any mortgage or Deed of Trust in good faith and for value as to said Lots or Property, or any part thereof, but such provisions, restrictions, or covenants shall be binding and effective against any Owner of said Property whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

7.08 **Paragraph Headings.** Paragraph headings, where used herein, are inserted for convenience only and are not intended to be a part of this Declaration or in any way to define, limit or describe the scope and intent of the particular paragraphs to which they refer.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this Declaration on the day and year first hereinabove written.

OAKS INVESTMENT COMPANY, a
Limited Partnership

By: MACCO CORPORATION, a
Delaware Corporation

By /s/ Dirck Z. Meengs

Its Secretary/Treasurer

By /s/ Edwin D. Ettinger

Its Vice President

"GENERAL PARTNER"

(Corporation as a Partner of a Partnership)

STATE OF CALIFORNIA)

) ss.

COUNTY OF ORANGE)

On January 30, 1970, before me, the undersigned, a Notary Public in and for said State, personally appeared Edwin D. Ettinger, known to me to be the Vice President, and Dirck Z. Meengs, known to me to be the Secretary of Macco Corporation, the corporation that executed the within instrument and known to me to be the persons who executed the within instrument on behalf of said corporation, said corporation being known to me to be one of the partners of Oaks Investment Company, the partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same.

WITNESS my hand and official seal.

Signature /s/ Joan K. Schulz

Joan K. Schulz

Name (Typed or Printed)

**AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

This Amendment to Declaration of Covenants, Conditions and Restrictions is made this 18th day of March, 1974 by Bonnie Valley Corporation, a California corporation (hereinafter referred to as "Bonnie Valley").

WHEREAS, Oaks Investment Company has heretofore executed a Declaration of Covenants, Conditions and Restrictions with respect to Tract No. 6970, which Tract is designated on a map recorded in Book 263, pages 1 through 12, of Miscellaneous Maps in the Records of Orange County, California; and

WHEREAS, such Declaration has heretofore been recorded in Book 9209, pages 277 through 291, in the Records of such County; and

WHEREAS, Article 7.04 of such Declaration provides that any provision, covenant, condition or restriction thereof may be terminated, extended, modified or amended, as to any portion of such Tract, by action of the owners of a majority of lots 1 through 400 located within such Tract; and

WHEREAS, Bonnie Valley is the owner of a majority of such lots and desires to amend such Declaration as hereinafter set forth;

NOW, THEREFORE, such Declaration is hereby amended by adding the following as paragraph 7.09 thereof:

"7.09 **Construction of Residential Units.** Notwithstanding any provisions of this Declaration to the contrary, lots 415, 417 and 420 of the Property may be used for not more than 50 guest rental units, and for associated recreational and service facilities, the design and construction of which has been approved by Bonnie Valley Corporation, a California corporation, and by Club de Caza."

IN WITNESS WHEREOF, the undersigned has executed this Amendment to Declaration on the day and year first hereinabove written.

BONNIE VALLEY CORPORATION

By /s/ Bruce C. Juell
 Bruce C. Juell, President

By /s/ Gary W. Nielsen
 Gary W. Nielsen, Secretary

The undersigned hereby consents to the foregoing Amendment.

CLUB DE CAZA

By /s/ Bruce C. Juell
 Bruce C. Juell, President

By /s/ Gary W. Nielsen
 Gary W. Nielsen, Secretary

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On March 21, 1974, before me, the undersigned, a Notary Public in and for said State, personally appeared Bruce C. Juell, known to me to be the President, and Gary W. Nielsen, known to me to be the Secretary of the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its By-Laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

 /s/ Darcy Gunter
Notary Public in and for said County and State

**AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

This Amendment to Declaration of Covenants, Conditions and Restrictions is made this 31st day of March, 1975 by Bonnie Valley Corporation, a California corporation (hereinafter referred to as "Bonnie Valley").

WHEREAS, Oaks Investment Company has heretofore executed a Declaration of Covenants, Conditions and Restrictions with respect to Tract No. 6970, which Tract is designated on a Map recorded in Book 263, Pages 1 through 12, of Miscellaneous Maps in the Records of Orange County, California, and which Declaration has heretofore been recorded in Book 9209, Pages 277 through 291, in the Records of such County; and

WHEREAS, Bonnie Valley has heretofore executed an Amendment to Declaration of Covenants, Conditions and Restrictions with respect to such Tract, which Amendment has heretofore been recorded in Book 11104, Pages 968 through 970, in the Records of such County; and

WHEREAS, Article 7.04 of such Declaration provides that any provision, covenant, condition or restriction thereof may be terminated, extended, modified or amended, as to any portion of such Tract, by action of the owners of a majority of Lots 1 through 400 located within such Tract; and

WHEREAS, Bonnie Valley is the owner of a majority of such Lots and desires to further amend such Declaration as hereinafter set forth in order to correct certain typographical errors and inadvertent ambiguities;

NOW, THEREFORE, such Declaration is hereby further amended by removing paragraph 4.04 thereof and by adding the following as paragraph 4.04 thereof:

"4.04 Quorum for Any Action. Written notice of any meeting of the Members shall be sent to all Members not more than sixty (60) days and not less than ten (10) days in advance of such meeting. The presence in person or by proxy of Members entitled to cast at least fifty percent (50%) of the votes entitled to be cast by all Members shall constitute a quorum for the transaction of business. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum; provided, however, that at any meeting which has been adjourned for lack of a quorum, there shall be deemed a quorum if there are present in person or by proxy at the meeting when reconvened pursuant to the following paragraph Members entitled to cast at least twenty-five percent (25%) of the votes entitled to be cast by all Members.

"Any Members' meeting, annual or special, whether or not a quorum is present, may be adjourned from time to time by the vote of Members present or represented at such meeting and entitled to cast a majority of votes represented in person or by proxy at such meeting to a time not less than forty-eight (48) hours nor more than thirty (30) days from the time the original meeting was called. In the absence of a quorum, no other business may be transacted at any such meeting. It shall not be necessary to give any notice of such adjournment or of the business to be transacted at an adjourned meeting, other than by announcement at the meeting at which adjournment is taken."

IN ADDITION, such Declaration is hereby further amended by deleting from paragraph 7.09 thereof the reference therein to Lot 415.

IN WITNESS WHEREOF, the undersigned has executed this Amendment to Declaration on the day and year first hereinabove written.

BONNIE VALLEY CORPORATION

By /s/ Bruce C. Juell
Bruce C. Juell, President

By /s/ Gary W. Nielsen
Gary W. Nielsen, Secretary

The undersigned hereby consents to the foregoing Amendment.

CLUB DE CAZA

By /s/ Bruce C. Juell
Bruce C. Juell, President

By /s/ Gary W. Nielsen
Gary W. Nielsen, Secretary

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On March 31st, 1975, before me, the undersigned, a notary public in and for said state, personally appeared Bruce C. Juell, known to me to be the President, and Gary W. Nielsen, known to me to be the Secretary of the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its By-Laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

 Anna Marie K. Rodriguez
Notary Public in and for said County and State

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On March 31st, 1975, before me, the undersigned, a notary public in and for said state, personally appeared Bruce C. Juell, known to me to be the President, and Gary W. Nielsen, known to me to be the Secretary of the corporation that executed the within instrument, known to me to be the persons who executed the within instrument pursuant to its By-Laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

 Anna Marie K. Rodriguez
Notary Public in and for said County and State

Recording requested,
recorded return to:

RECORDED IN OFFICIAL RECORDS
OF ORANGE COUNTY, CALIFORNIA

Coto de Caza Community Association
c/o PCM Realty and Management
23726 Birtcher Drive
El Toro, California 92630

3 30 PM NOV 3 '82

\$14.00
C13

Leo A. Branch, County Recorder

(Above Area for Recorder's Use)

AMENDMENT TO DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS

RECEIVED
NOV 16 1982

This Amendment to Declaration of Covenants, Conditions and Restrictions is made on the date hereinafter set forth by the Coto de Caza Community Association.

WHEREAS, Oaks Investment Company has heretofore executed a Declaration of Covenants, Conditions and Restrictions with respect to Tract No. 6970, which Tract is designated on a Map recorded in Book 263, Pages 1 through 12, of Miscellaneous Maps in the Records of Orange County, California, and which Declaration has heretofore been recorded in Book 9209, Pages 277 through 291, in the Records of such County; and

WHEREAS, Bonnie Valley Corporation, a California corporation, has heretofore executed two Amendments to Declaration of Covenants, Conditions and Restrictions with respect to such Tract, which Amendments have heretofore been recorded in Book 11104, Pages 968 through 970 and Book 12490 as Instrument No. 16531 beginning at Page 1042, in the Records of such County; and

WHEREAS, Article 7.04 of such Declaration provides that any provision, covenant, condition or restriction thereof,

except Article VI, may be terminated, extended, modified or amended, as to any portion of such Tract, by action of the owners of a majority of Lots 1 through 400 located within such Tract; and

WHEREAS, Article 7.04 of such Declaration provides that any amendment, modification, termination or extension of any of the provisions of Article VI shall require the consent of Club de Caza, so long as Club de Caza is a lessee of any of the Property; and

WHEREAS, the owners of a majority of the Lots located within the Property have consented to further amend the Declaration as hereinafter set forth;

NOW, THEREFORE, such Declaration is hereby further amended as follows:

1. Section 4.06 of Article IV is deleted and the following is substituted therefor:

"4.06 Effect of Nonpayment of Assessments:
Remedies of the Association. Any assessments which are not paid when due shall be delinquent and the Association may record a notice of assessment in the Office of the County Recorder of the County of Orange. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of five percent (5%) plus the interest rate as determined by the Federal Reserve Bank in San Francisco for December of the prior year, and the Association may bring an action at law against

the owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

2. Section 5.08 of Article V is deleted and the following substituted therefor:

"5.08 Motor Vehicles. Any motor vehicle on the Property, including automobiles, dune buggies, motorcycles and trail bikes, shall have mufflers on its exhaust system and shall be ridden only on paved roads within the Property or other areas specifically designated for such use by the Association. No motor vehicle which is not in an operating condition shall be parked or left on any part of the Property other than a garage and no motor vehicle, regardless of its operating condition, shall be parked overnight on any street or right of way. No motor vehicle shall be operated for recreational purposes on any lot. All motor vehicles shall be operated in a safe and prudent manner in accordance with general provisions of the California Vehicle Code and applicable local law.

3. Article V is amended by the addition of the following new sections:

"5.15 Special Violation Assessments. There shall be no violation of Coto de Caza Community Association

Covenants, Conditions & Restrictions and Rules once adopted after notice and hearing. If any owner, his family, or any licensee or lessee or invitee violates the Coto de Caza Covenants, Conditions & Restrictions or Rules, the Board may impose a special assessment upon such person(s) of not more than Fifty Dollars (\$50.00) for each violation and/or may take such other reasonable action as is deemed necessary and appropriate to require compliance. Before invoking any such assessment or other action, the Board shall give such person notice and hearing. Any assessment imposed hereunder which remains unpaid for a period of 30 days or more, shall become a lien upon the owner's lot, upon its inclusion in a notice of assessment pursuant to Article IV Section 4.06 hereof. For every thirty (30) days that a violation remains uncorrected, a new violation shall be deemed to have taken place."

"5.16 Hazardous Activities. No activities shall be conducted on any property which are or might be unsafe or hazardous to any person or property."

"5.17 Maintenance and Repairs. All structural and landscape improvements upon said Property shall at all times be maintained in good condition and repair."

4. Article VI, is deleted and the following is substituted therefor:

"ARTICLE VI

Architectural Control

6.01 Review of Plans and Specifications. No

building, fence, wall or other improvement shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration thereto be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved, in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee.

6.02 Actions of the Committee. In the event that the designated Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. The 30-day period specified shall not be deemed to have commenced until the Committee shall have received all plans, specifications and other materials necessary for its review and shall have acknowledged such receipt in writing to the person or persons submitting same. All decisions of approval and disapproval shall be by majority vote of the representative.

6.03 Architectural Control Committee.

a) Membership. The Committee shall be composed of three (3) representatives, as follows:

One (1) member appointed by the Board of Directors of the Association.

One (1) member appointed by Club de Caza

thereafter by the Board of Directors of the Association.

One (1) member appointed by the other two appointed representatives.

b) Removal, Replacement, Term. Either the Association or Club de Caza may remove its representative at any time and appoint a new representative. The third representative shall serve for a term of one (1) year from the date of appointment or until removed by the action of either the Association or Club de Caza. Any representative may resign at any time. Upon the resignation of any representative, a new representative shall be appointed by the party who appointed such representative.

IN WITNESS WHEREOF, the undersigned has executed this Amendment to Declaration this 27th day of OCTOBER, 1982.

COTO DE CAZA COMMUNITY ASSOCIATION

By: Ralph M. Davis
Its: President

By: Arthur L. Youngblood
Its: Secretary

The undersigned hereby consents to the foregoing Amendment, Article VI.

CLUB DE CAZA

By: Richard Bentley
Its: President

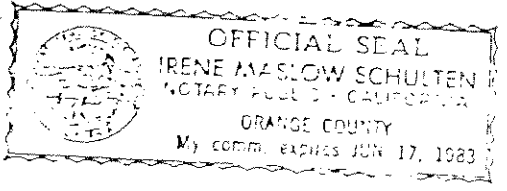
By: John W. Acuff
Its: Vice President

STATE OF CALIFORNIA)
)ss.
COUNTY OF ORANGE)

On October 27, 1982, before me, the undersigned, a notary public in and for said state, personally appeared Ralph N. Davis, proved to me on the basis of satisfactory evidence to be the President, and Debra L. Youngblood, proved to me on the basis of satisfactory evidence to be the Secretary of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Irene Maslow Schulten



STATE OF CALIFORNIA)
)ss.
COUNTY OF ORANGE)

On November 2, 1982, before me, the undersigned, a notary public in and for said state, personally appeared Richard F. Boultinghouse, proved to me on the basis of satisfactory evidence to be the President, and Tom W. Scott, Jr., proved to me on the basis of satisfactory evidence to be the Vice President of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Irene Maslow Schulten

