

WHEN RECORDED PLEASE RETURN TO:

LARWIN COMPANY
9300 Wilshire Blvd.
Beverly Hills, Calif.
Attn: Mrs. S. Kovac

INDEXED

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

TRACT 1937, Ventura County

BOOK 3320 PAGE 329
30344

RECORDED AT REQUEST OF
TITLE INS & TR CO -- 1
AT 8:01 A.M.
OFFICIAL RECORDS VENTURA COUNTY

JUN 18 1968 1

Robert L. Hanson RECORDER

LASSA HOMES, INC., a corporation (hereinafter referred to as

FEE \$12.40-14

"Declarant",) the owner of the real property described as:

Lot 1 to 90 inclusive, of Tract 1937, as per
map recorded in Book 49, Pages 50
to 55, inclusive, of Miscellaneous Maps,
in the office of the County Recorder of Ventura
County (hereinafter referred to as "lots" or
"residential lots"),

for the purpose of establishing a general plan for the residential development and improvement and use of said lots, as set forth in Part I of this Declaration, and for the use and enjoyment by the owners of said lots of a private park and recreational facility, as set forth in Part II of this Declaration, does hereby declare that all of said real property shall be held, occupied, sold and conveyed subject to the covenants, conditions, restrictions, reservation, easements, liens and charges hereinafter set forth, all of which shall run with the land, and shall be binding on all parties having or acquiring any right, title or interest in said real property, or any part thereof, and shall inure to the benefit of each owner thereof; and all of which are imposed upon said land, and every part thereof, as a servitude in favor of each and every parcel thereof as the dominant tenement or tenements, as follows:

PART I

USE RESTRICTIONS PERTAINING TO RESIDENTIAL LOTS

1) Lots 1 to 90, inclusive, of this Tract 1937 shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential lot other than one single-family dwelling not to exceed two stories in height, and a private garage for not more than three cars and other out-buildings incidental to residential use of the lot.

2) No building shall be erected, placed or altered on any residential lot described herein until the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity of external design with existing structures in the tract, and as to location of the building and with respect to topography and finished ground elevations, by a committee of William Weinberg, Lawrence Weinberg and Lee J. Goldin, 9300 Wilshire Boulevard, Beverly Hills, California, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location within thirty (30) days after said plan and specifications have been submitted to it; or, in any event, if no suit to enjoin the erection of such building or the making of such alteration has been commenced prior

to the completion thereof, such approval will not be required, and this covenant shall be deemed to have been fully complied with. No member of such committee, nor its designated representative, shall be entitled to any compensation for such services performed pursuant to this covenant. The powers and duties of such Committee, and of its duly designated representative, shall cease three (3) years after the recording of this instrument. Thereafter, such powers and duties shall be vested in the Board of Directors of the Association referred to in Part II of this instrument, or in a committee duly appointed by such Board of Directors.

3) All buildings erected or constructed on any lot shall conform to the ordinances and statutes pertaining thereto.

4) No building shall be located on any lot nearer to the front lot line or side street line, nor nearer to the side or rear yard line of such lot than shall be permitted by the ordinances and regulations of the applicable governmental agency governing the same, nor in any event closer to the front and side yard lines than established by the original construction of such building; provided that no side yard set-back shall be required for a garage or other permitted accessory building located thirty (30) feet or more from the front lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon any other lot.

5) No noxious or offensive trade or activity shall be carried on upon any lot described herein, nor shall anything be done thereon which may be or become an annoyance to the neighborhood.

6) No trailer, basement, tent, shack, garage, bar, or other outbuilding erected on any lot described herein, shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

7) No residence shall be erected or permitted on any lot or building plot in said tract containing less than 1000 square feet of floor area. Such area shall be exclusive of attached garage and open entries, porches, patios or basement. The minimum required floor shall be deemed to include the total enclosed floor area of the residence, building measurements to be taken for this purpose from the outer facing of exterior walls.

8) No derrick or other structure designed for use in boring, mining, or quarrying for oil or natural gas, or precious minerals, shall be erected, maintained or permitted upon any lot in said tract, provided that nothing in this Declaration shall be construed to restrict a public utility from erecting, maintaining, and operating upon any lot owned by it in said tract, a well, housing, and equipment for the purpose of extracting water from the subsurface and/or for the treatment, storage, and distribution of water through the system of such public utility.

9) No sign, billboard or other advertising device of any character shall be erected or maintained upon any part of said tract or on any lot therein; excepting, however, one sign for each lot (with dimensions of not more than 18 inches by 24 inches) advertising such lot for sale or rent; and provided, further, that Declarant (or its successors or assigns) may erect

and maintain within said tract such signs, billboards, and other advertising devices or structures as Declarant (or said successors or assigns) may deem necessary or proper in connection with the development, subdivision and sale of said tract, or the lots therein.

10) Easements for installation and maintenance of the utilities, sewer pipelines and facilities and drainage facilities over each of said lots, and all pipelines and other facilities located and to be located in said easements, are reserved as shown on the said recorded map. Within these easements no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction in the flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements which a public authority or a utility company is responsible. In addition, all sewer pipelines and other sewer facilities located and to be located within public roads, streets and highways abutting each of said lots are reserved.

11) The covenants in this Part I are to run with the land and shall be binding on all parties and persons claiming under them until December 31, 2001, at which time said covenants shall automatically be extended for successive periods of 10 years, unless by a vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

12) If any person or persons shall violate or attempt to violate any of the covenants in this Part I, it shall be lawful for any other person or persons owning any of the lots described herein to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and either to prevent him or them from so doing or to recover damages or other dues for such violations.

13) Breach of any of the covenants in this Part I shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to said 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.

PART II
PARK AND RECREATIONAL FACILITIES

ARTICLE I
DEFINITIONS

As used in Part II of this Declaration, the following terms shall have the meaning as follows:

Section 1. "Association" shall mean and refer to Mountain Valley Homeowners Association, a nonprofit corporation, its successors and assigns.

Section 2. "Common area" shall mean the real property owned by the Association for the common use and enjoyment of the members of the Association, as more fully described in Article II hereof.

Section 3. "Lot" shall mean and refer to a recorded lot within a tract located within the area described in Exhibit "A" hereof, upon which there has been or will be constructed a single family residence.

Section 4. "Member" shall mean and refer to every person or entity who holds membership in the Association. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot, but excluding those having such interest merely as security for the performance of an obligation. As used herein, "Owner" shall mean "Member" and "Member" shall mean "Owner".

Section 5. "Mortgage" shall mean the conveyance of any lot or other portion of the properties to secure the performance of an obligation, which conveyance shall be void upon the due performance of said obligation.

Section 6. "Mortgagee" shall mean a person or entity to whom a mortgage is made; "Mortgagor" shall mean a person or entity who mortgages his or its property to another, i.e., the maker of a mortgage.

Section 7. Wherever the word "deed of trust" is used herein, it shall mean and be synonymous with the word "mortgage", and the same may be used interchangeably with the same meaning; and likewise, the word "Trustor" shall be synonymous with the word "Mortgagor"; and the word "Beneficiary" shall be synonymous with the word "Mortgagee".

ARTICLE II
COMMON AREA

Section 1. Conveyance of the Common Area. Prior to the first conveyance to an individual owner of any lot in this Tract 1937, which lot is improved with a single family residential structure, there will have been conveyed to the Mountain Valley Homeowners Association, a nonprofit corporation (hereinafter

referred to as "Association"), the common area described as:

Lot 63 of Tract 1933, as per map to be recorded in the office of the County Recorder of Ventura County, California. Said lot is more particularly described as:

A portion of the Northwest quarter of Section 10, Township 2 North, Range 18 West, of the Rancho Simi, in the County of Ventura, State of California, as per map recorded in Book 3, Page 7 of Miscellaneous Records, on file in the office of the County Recorder of said County and described as follows:

Beginning at the northerly terminus of the centerline of N. Justin Avenue as shown on the map of Tract No. 1934, as per map recorded in Book 48, Page 49 of Miscellaneous Records, records of said County, thence along the northerly prolongation of said centerline North 98.16 feet; thence East 45.01 feet; thence North 30.00 feet to the true point of beginning, said point being the beginning of a non-tangent curve concave to the Northeast, having a radius of 15.00 feet; thence,

1st - Northwesterly along said curve through a central angle of $90^{\circ} 00' 50''$, an arc distance of 23.57 feet; thence,

2nd - North $0^{\circ} 00' 50''$ East, tangent to said curve 431.42 feet to the beginning of a tangent curve concave to the southeast and having a radius of 15.00 feet; thence,

3rd - Northeasterly along said curve through a central angle of $89^{\circ} 59' 10''$, an arc distance of 23.56 feet; thence,

4th - East 200.40 feet; thence,

5th - South, 193.78 feet; thence,

6th - South $62^{\circ} 00' 00''$ East, 29.28 feet to the beginning of a nontangent curve concave to the East and having a radius of 50.00 feet, a radial line through said beginning of curve bears South $62^{\circ} 00' 00''$ East; thence

7th - Southerly, along said curve through a central angle of $56^{\circ} 00' 00''$, an arc distance of 48.86 feet; thence,

8th - South $62^{\circ} 00' 00''$ West, 29.28 feet; thence,

9th - South, 193.20 feet; thence,

10th - West, 200.51 feet to the true point of beginning.

(Hereinafter referred to as the "common area"). By the terms of the Declaration

of Covenants, Conditions and Restrictions of said Tract 1934, (hereinafter referred to as the "Tract 1934 Declaration"), said common area was set aside and devoted to use as a private park and recreational facility, for the use and enjoyment of the lot owners in said Tract 1934, and for the owners of lots in other tracts located within the area described in Exhibit "A" thereof, on condition that the annexation conditions set forth in Section 2 of Article II of Part II of said Tract 1934 Declaration shall have been complied with. (A copy of said Exhibit "A" is attached hereto and made a part hereof).

Section 2. Annexation to common area. Declarant hereby declares and certifies that this Tract 1937 has and does comply with said annexation conditions. Declarant further hereby declares that the lots in this tract, (i.e. lot 1 to 90, inclusive,) shall hereinafter be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, charges and liens set forth in Part II of said Tract 1934 Declaration, all as more fully set forth below.

Section 3. Annexation Pursuant to Approval. Upon approval in writing of the Association, pursuant to a three-fourths majority of the voting power of its members, or the written assent of such members, excluding the voting power or written assent of the Declarant, the owner of any property who desires to add it to the scheme of Part II of this Declaration and to subject it to the jurisdiction of the Association, may file of record a Declaration, or Supplementary Declaration as described in Paragraph (d) of Section 2 of Article II of said Tract 1934 Declaration. The procedure set forth in this section shall be in addition to and not in substitution for the procedure outlined in Section 2 of Article II of said Tract 1934 Declaration.

Section 4. Merger or Consolidations. Upon a merger or consolidation of the Association with another association, as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another 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 and Restrictions established by Part II of this Declaration, together with the covenants and restrictions established upon any other properties, as one scheme.

ARTICLE III
MEMBERSHIP

Section 1. Membership Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessment by the Association and is entitled to the use and enjoyment of the common area, shall be a member of the Association. No owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from the fee ownership of any lot which is subject to assessment by the Association. Only owners of lots within the areas described in Exhibit "A" hereof shall be eligible for membership. Ownership of such lot shall be the sole qualification for membership.

Section 2. Transfer The membership held by any owner of a lot shall not be transferred, pledged or alienated in any way, except upon the sale or encumbrance of such lot, and then only to the purchaser or mortgagee 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 the owner of any lot 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 and issue a new certificate to the purchaser; and thereupon the old certificate outstanding in the name of the seller shall be null and void as though the same had been surrendered.

ARTICLE IV
VOTING RIGHTS

The Association shall have only one class of voting membership. Members shall be entitled to one vote for each lot in which they hold the interest required for membership. When more than one person holds such interest or interests in any lot, all such persons shall be members, and the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such lot. Said voting rights shall be subject to the restrictions and limitations provided hereinafter and in the Articles and By-Laws of the Association.

ARTICLE V
PROPERTY RIGHTS IN THE COMMON AREA

Section 1. Members' Easements of Enjoyment Every Member shall have a right and easement of use and enjoyment in and to the common area, and such easement shall be appurtenant to and shall pass with the title to every assessed lot, subject to the following provision:

- a) The right of the Association to limit the number of guests of members.
- b) The right of the Association to establish uniform rules and regulations pertaining to the use of the common area and the recreational facilities thereof.
- c) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the common area.

d) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving or reconstructing the common area and facilities thereof and in aid thereof, to mortgage said property, provided that the rights of such mortgagee shall be subordinated to the rights of the members.

e) The right of the Association to suspend the voting rights and right to use of the common area and its recreational facilities 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 voting rights or 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.

f) 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) nor more than sixty (60) days in advance.

g) The right of Declarant or the developers of other tracts within the area described in Exhibit "A", hereof, (and their respective sales agents and representative) to the non-exclusive use of the common area and the facilities thereof, for display and exhibit purposes in connection with the sale of residential units within such tracts, which right Declarant hereby reserves; provided, however, that such use shall not be for a period of more than three (3) years after the conveyance of the common area to the Association, or the sale of all the residential lots in said tract, whichever is the earlier; nor shall the members be otherwise restricted in their use and enjoyment of said common area.

Section 2. Delegation of Use Any member may delegate, in accordance with the By-Laws, of the Association, his right of enjoyment to the common area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property;

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 by abandonment of his lot.

ARTICLE VI COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot owned by it within this Tract 1937 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) regular 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 regular 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 lot against which each such assessment is made. Each such assessment, together with such interest, costs, 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 successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used for the purpose of operating the Association for the benefit, welfare and enjoyment of its members, and in this connection, for the maintenance and improvement of the common area and the facilities thereon, and to provide funds for the Association to carry on its duties set forth herein or in its Articles of Incorporation and By-Laws.

Section 3. Basis and Maximum of Regular Assessments. The basis and maximum amount of the regular assessments shall be as follows:

a) Until July 1 of the year immediately following conveyance of the first lot in Tract 1934 to an owner, the maximum regular assessment shall not exceed \$ 7.02 per lot per month.

b) From and after July 1 of the year immediately following the conveyance of the first lot in Tract 1934 to an owner, the maximum monthly assessment may be increased effective July 1 of each year by the Board of Directors of the Association without a vote of the membership, provided that any such increase shall not be more than three percent (3%) of the previous year's assessment, exclusive of any increases resulting from increases in real property taxes on the common area. Such monthly assessment shall continue in effect for the following twelve (12) ~~calendar months, which period shall be deemed to be the assessment~~ period.

c) From and after July 1 of the year immediately following the conveyance of the first lot in Tract 1934 to an owner, the maximum regular assessment may be increased by the Board of Directors of the Association in an amount greater than provided for in subsection (b) hereof for the next succeeding period of twelve (12) months, provided that any such change shall have the assent of two-thirds (2/3) of the votes of the members voting in person or by proxy, at a meeting duly called for such purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting, setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

d) After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the regular monthly assessment at a lesser amount than provided for above.

Section 4. Special Assessments for Capital Improvements. In addition to the regular assessments authorized above, the Association may levy in any calendar year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the common area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the 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 not less than thirty (30) nor more than sixty (60) days in advance of the meeting, setting forth the purpose of the meeting.

Section 5. Uniform Rate of Assessment. Both regular and special assessments shall be fixed at a uniform rate for all lots and may be collected on a monthly basis.

Section 6. Quorum for any Action Authorized Under Section 3 and 4. At the first meeting called pursuant to Section 3(c) or Section 4 of this Article, the presence at the meeting of members or of proxies entitled to cast fifty-one percent (51%) or more of all the votes of the membership, shall constitute a quorum.

Section 7. Date of Commencement of Regular Assessments, and Fixing Thereof.

a) The regular assessments provided for herein shall commence as to all lots in this tract on the first day of the month following the conveyance of the first lot within said tract to an individual owner. The regular assessments as to lots in other tracts located within the area described in Exhibit "A" hereof, if said lots shall have become subject to assessment by the Association, shall commence with respect to all lots within each such tracts, on the first day of the month following the conveyance of the first lot therein to an individual owner. Notwithstanding the foregoing, if the construction of homes in any tract shall be in stages, then, for all purposes herein, each separate stage of construction shall be deemed to be and shall be construed as a separate tract, and with respect to such stage, assessments of all lots within such stage shall commence on the first day of the month following the conveyance of the first lot within such stage of said tract to an individual owner.

b) Subject to the provisions of Section 3 hereof, the Board of Directors shall determine and fix the amount of the regular monthly assessment against each lot at least thirty (30) days in advance of each assessment period. An assessment period shall be deemed to be for the twelve (12) months of each fiscal year beginning on July 1 and ending on June 30 of the following year, provided that if the month of the commencement of the initial assessments shall be a month other than July, the assessment period shall be deemed to be to the end of such fractional fiscal year. Written notice of the assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors.

Section 8. Certificate of Payment. The Association shall, upon demand, furnish to any owner liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether the regular and special assessments on a specified lot have been paid and the amount of

the delinquency, if any. 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.

Section 9. 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; (b) the common area; and (c) all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of California. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE VII
EFFECT OF NON-PAYMENT OF ASSESSMENTS
REMEDIES OF THE ASSOCIATION

Section 1. Delinquency. Any assessment provided for in this Declaration, which is not paid when due, shall be delinquent. With respect to each assessment not paid within fifteen (15) days after its due date, the Association may, at its election, require the owner to pay a "late charge" in a sum to be determined by the Association, but not to exceed \$1.00 per each delinquent assessment. If any such assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the then legal rate, and the Association may, at its option, bring an action at law against the owner personally obligated to pay the same, or, upon compliance with the notice provisions set forth in Section 2 hereof, to foreclose the lien (provided for in Section 1 of Article VI hereof) against the lot, and there shall be added to the amount of such assessment the late charge, the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include said interest and a reasonable attorney's fee, together with the costs of action. Each owner vests in the Association or its assigns, the right and power to bring all actions at law or lien foreclosures against such owner or other owners 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 less than 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 the properties are located; said notice of claim must recite a good and sufficient legal description of any such lot, the record owner or reputed owner thereof, the amount claimed (which may at Association's option include interest on the unpaid assessment at the legal rate, plus reasonable attorney's 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. Any such sale provided for above is to 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 by law. The Association, through its duly authorized agents, shall have the power to bid on the lot at foreclosure 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, the 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 Fifteen (\$15.00) Dollars, to cover the costs of preparing and filing or recording such release.

Section 5. Cumulative Remedies. The assessment lien and the rights to foreclosure and sale thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its 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 Part II of this Declaration shall be subject to the lien of a first mortgage or 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 mortgage or deed of trust; and (2) the foreclosure of the lien of such mortgage or deed of trust or the acceptance of a deed in lieu of the foreclosure by the mortgagee, 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 or the acceptance of the deed in lieu of foreclosure shall be subordinate to the lien of the mortgage or deed of trust, with the foreclosure-purchaser or deed-in-lieu-grantee taking title free of the lien hereof for all said charges that have accrued up to the time of the foreclosure or deed given in lieu of foreclosure, but subject to the lien hereof for all said charges that shall accrue subsequent to the foreclosure or deed given in lieu of foreclosure.

ARTICLE VIII
DUTIES AND POWERS OF THE ASSOCIATION

In addition to the duties and powers enumerated in its Articles of Incorporation and By-Laws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

- a) Own, maintain, improve, construct, reconstruct and manage all of the common area and all facilities, improvements and landscaping thereon, and all other property acquired by the Association.
- b) Pay all real and personal property taxes and other charges assessed against the common area.
- c) Have the authority to obtain, for the benefit of the common area, all water, gas and electric service and refuse collection.
- d) Grant easements where necessary for utilities and sewer facilities over the common area to serve the common area.
- e) Maintain such policy or policies of insurance as the Board of Directors of the Association deem necessary or desirable in furthering the purposes of and protecting the interests of the Association and its members.
- f) Have the authority to 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 first annual meeting of the members of the Association.
- g) Enforce applicable provisions of this Declaration and the By-Laws, of the Association and to establish and enforce uniform rules and regulations pertaining to the use of the common area and the recreational facilities thereof.

ARTICLE IX
GENERAL PROVISIONS

Section 1. Enforcement. The Association 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 Part II of this Declaration or any amendment thereto. Failure by the Association to enforce any covenant 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 or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Term. The covenants, restrictions, liens and charges of Part II of this Declaration shall run with and bind the properties, and shall inure to the benefit of and be enforceable by the Association, its respective legal representatives, successors and assigns, until December 31, 2001, after which time said Declaration shall be automatically extend for successive periods of ten (10) years, unless an instrument, signed by a majority of the then owners of all lots then subject to assessment by the Association, has been recorded, agreeing to change said covenants and restrictions in whole or in part.

Section 4. Interpretation. The Article and Section headings herein have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

Section 5. Amendments. Prior to the expiration of the original term of this Declaration, Part II of this Declaration of Covenants and Restrictions may be amended only by an affirmative vote of not less than seventy-five (75%) percent of the owners of all lots subject to assessment by the Association, and, further, this amendment provision shall not be amended to allow amendments by vote of less than seventy-five (75%) percent of the owners.

Section 6. FHA or VA Approval. As long as the Declarant is the owner of more than twenty-five (25%) percent of the lots, the following actions will require the prior approval of the FHA or VA: Dedication of common area and amendment of Part II of this Declaration.

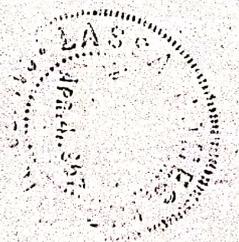
Section 7. Mortgage Protection Clause. No breach of the covenants, conditions or restrictions contained in this Part II, nor the enforcement of any lien provisions herein, shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, but all of said covenants, conditions and restrictions shall be binding upon and effective against any owner whose title is derived through foreclosure or trustee's sale, or otherwise.

IN WITNESS WHEREOF, Declarant has executed this instrument this _____
14 day of June, 1963

LASSA HOMES, INC.

By Bernard H. Moore
BERNARD H. MOORE, Vice President

By Fred J. Winch
FRED J. WINCH, Assistant Secretary



TO 449 C
(Corporation)



STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } SS.

On JUNE 14, 1968 before me, the undersigned, a Notary Public in and for said State, personally appeared BERNARD H. MOORE known to me to be the VICE President, and FRED J. WAKELCH known to me to be ASSTANT Secretary of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature Kathleen N. Hawk

Name (Typed or Printed)



(This area for official notarial seal)

STAPLE HERE

This is a true certified copy of the record
if it bears the seal, imprinted in purple ink,
of the County Recorder.

Philip J. Schmit

JAN 09 2003

PHILIP J. SCHMIT, COUNTY RECORDER
VENTURA COUNTY, CALIFORNIA

