

PORTION OF SECTIONS 27, 28, 29, 30, 31, 32, 33, 34 & 36  
TOWNSHIP 8 SOUTH, RANGE 8 WEST AND  
PORTION OF SECTIONS 3 AND 4, TOWNSHIP 7 SOUTH, RANGE 8 WEST  
RESTRICTING RECORDED FEBRUARY 28, 1964  
IN BOOK 6944, PAGE 449, O. R.

DECLARATION OF ESTABLISHMENT  
OF  
COVENANTS AND RESTRICTIONS

WHEREAS, ROOSMOOR CORPORATION, A CALIFORNIA CORPORATION, HEREINAFTER REFERRED TO AS "DECLARANT", IS THE OWNER OF THE FOLLOWING:

THAT CERTAIN REAL PROPERTY IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA AND DESCRIBED AS FOLLOWS:

ALL THAT REAL PROPERTY DESIGNATED AS PARCEL 2 AND PARCEL 3 IN THAT CERTAIN GRANT DEED DATED NOVEMBER 30, 1961, AND RECORDED DECEMBER 4, 1961 IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY IN BOOK 5931 OF OFFICIAL RECORDS AT PAGE 586, AND RE-RECORDED DECEMBER 11, 1961, IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY IN BOOK 5939 OF OFFICIAL RECORDS AT PAGE 534.

WHEREAS, IT IS THE DESIRE AND THE INTENTION OF DECLARANT TO DEVELOP THE PROPERTY DESCRIBED ABOVE AS COMMERCIAL, RECREATIONAL AND RESIDENTIAL PROPERTY AND TO SELL SAID PROPERTY AD TO IMPOSE ON THE PROPERTY WHICH IS DEVELOPED AS RESIDENTIAL PROPERTY MUTUAL AND BENEFICIAL RESTRICTIONS UNDER A GENERAL PLAN OR SCHEDULE OF IMPROVEMENT FOR THE BENEFIT OF ALL THE LANDS IN THE ABOVE DESCRIBED PROPERTY AND THE FUTURE OWNERS OF THESE LANDS.

NOW, THEREFORE, DECLARANT HEREBY DECLARES THAT ALL THOSE PORTIONS OF THE PROPERTY DESCRIBED ABOVE WHICH ARE DEVELOPED FOR RESIDENTIAL USE OR ARE TO BE DEVELOPED FOR RESIDENTIAL USE ARE HELD AND SHALL BE HELD, CONVEYED, HYPOTHECATED OR DECLARED, LEASED, RENTED USED, OCCUPIED, AND IMPROVED SUBJECT TO THE FOLLOWING RESTRICTIONS, LAND COVENANTS, ALL OF WHICH ARE OCCURRED AND AGREED TO BE FOR THE PURPOSE OF ENHANCING AND PROTECTING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF THE PROPERTY AND EVERYPART THEREOF DEVELOPED BINDING ON ALL PARTIES HAVING OR ACQUIRING ANY RIGHT, TITLE OR INTEREST IN THE DESCRIBED LAND OR ANY PART THEREOF FOR THE HEREINAFTER DEVELOPED OR WHICH IS TO BE DEVELOPED FOR COMMERCIAL OR RECREATIONAL USES.

1. LAND USE: ALL THE PORTIONS OF THE LAND HEREINABOVE DESCRIBED WHICH ARE DEVELOPED FOR RESIDENTIAL USE OR WHICH ARE TO BE DEVELOPED FOR RESIDENTIAL USE SHALL BE USED FOR PRIVATE RESIDENTIAL PURPOSES AND NO RESIDENCE OR OTHER STRUCTURE OTHER THAN RESIDENTIAL DWELLINGS, LAUNDRY BUILDINGS, CAR PORTS AND/OR CHANGES SHALL BE DIRECTED ALTERED, PLACED OR MAINTAINED OR PERMITTED ON ANY OF THE LAND DEVELOPED OR TO BE DEVELOPED FOR RESIDENTIAL USE.

2. ARCHITECTURAL CONTROL:

(A) EXCEPT FOR THE PURPOSES OF PROPER MAINTENANCE AND REPAIR, AND EXCEPT AS PROVIDED IN PARAGRAPH (C) HEREOF, NO PERSON, PERSONS, ENTITY OR ENTITIES SHALL INSTALL, ERECT, ATTACH, APPLY, PASTE, HINGE, BUCKLE, NAIL, BUILD OR CONSTRUCT ANY LIGHTING, SHADES, SCREENS, AWNINGS, PATIO COVERS, DECORATIONS FENCES, AERIALS, ANTENNAS, RADIO OR TELEVISION BROADCASTING OR RECEIVING DEVICES, OR MAKE ANY CHANGES OR OTHERWISE ALTER WHATSOEVER THE EXTERIOR OF ANY RESIDENTIAL DWELLING UNIT, RESIDENTIAL CAR PORT, OR RESIDENTIAL GARAGE CONSTRUCTED ON OR TO BE CONSTRUCTED ON THE ABOVE DESCRIBED PROPERTY, FOR THE PROPOSE OF THIS PROVISION THE WALL "EXTERIOR" SHALL MEAN ANY OUTSIDE WALLS, OUTWARD SURFACES, ROOFS, OUTSIDE DOORS, OR OTHER OUTSIDE STRUCTURES OF SAID RESIDENTIAL DWELLING UNITS, RESIDENTIAL CAR PORTS AND RESIDENTIAL GARAGES, INCLUDING, BUT LIMITED TO, THE ROOF, OUTSIDE WALL, OUTSIDE SURFACE, OUTSIDE DOORS, AND OUTSIDE STRUCTURES OF ALL ATRIUM TYPE RESIDENTIAL DWELLING UNITS.

- CONTINUED -

PORTIONS OF SECTIONS 27, 28, 29, 30, 31, 32, 33, 34 & 36  
TOWNSHIP 6 SOUTH, RANGE 8 WEST AND  
PORTION OF SECTIONS 3 AND 4, TOWNSHIP 7 SOUTH, RANGE 8 WEST  
IN BOOK 6944, PAGE 449 0, R.

- 2 -

(B) EXCEPT FOR THE PURPOSES OF PROPER MAINTENANCE AND REPAIR, AND EXCEPT AS PROVIDED IN PARAGRAPH (C) HEREOF, NO PERSON, PERSONS, ENTITY, OR ENTITIES, SHALL INSTALL, CONSTRUCT OR BUILD ANY WALKWAYS, SLABS, SIDEWALKS, CURBS, GUTTERS, PATIOS, PORCHES, DRIVEWAYS, FENCES, LIGHTING, DECORATIONS, AERIALS, ANTENNAS, RADIO OR TELEVISION BROADCASTING OR RECEIVING DEVICES, OR OTHER STRUCTURES OF ANY KIND, ON THE PROPERTY DEVELOPED FOR RESIDENTIAL USE, EXCEPT FOR SUCH WALKWAYS, FENCES, LIGHTING, DECORATIONS AERIALS, ANTENNAS RADIO OR TELEVISION BROADCASTING OR RECEIVING DEVICES, OR OTHER STRUCTURES WHICH ARE TO BE CONSTRUCTED CONCURRENTLY WITH THE CONSTRUCTION OF THE RESIDENTIAL DWELLINGS, RESIDENTIAL CAR PORTS OR RESIDENTIAL SURFACES ON THE ABOVE DESCRIBED PROPERTY.

(C) EXCEPT FOR PROPER MAINTENANCE AND REPAIR, NO PERSON, PERSONS, ENTITY OR ENTITIES SHALL PERFORM ANY OF THE ACTS SPECIFICALLY SET FORTH IN PARAGRAPHS (A) AND (B) ABOVE UNTIL:

(1) THE COMPLETE PLANS AND SPECIFICATIONS, SHOWING THE KIND, NATURE, SHAPE, HEIGHT, MATERIAL, TYPE OF CONSTRUCTION, SCHEME; AND ALL INFORMATION SPECIFIED BY THE HEREINAFTER NAMED COMMITTEE FOR THE PROPOSED ALTERATION, MODIFICATION, ADDITION, DELETION ON ANY OTHER PROPOSED FORM OF CHANGE TO THE EXTERIOR OF ANY RESIDENTIAL DWELLING UNIT, RESIDENTIAL CAR PORT OR RESIDENTIAL GARAGE, AS SET FORTH IN PARAGRAPH (A), OR CHANGES TO THE PROPERTY DEVELOPED FOR RESIDENTIAL USE, AS SET FORTH IN PARAGRAPH (S) AND

(2) THE BLOCK PLAN SHOWING THE LOCATION OF SUCH PROPOSED ALTERATION, MODIFICATION, ADDITION, DELETION, ON ANY OTHER PROPOSED FORM OF CHANGE,

HAVE BEEN APPROVED IN WRITING, AS TO CONFORMITY AND HARMONY OF EXTERNAL DECISION WITH EXISTING STRUCTURES OF THE PROPERTY DEVELOPED FOR RESIDENTIAL USE, BY COMMITTEE COMPOSED OF M. E. WARD, LEWIS M, LETSON AND CHARLES MILLER, P.O. BOX 125, SEAL BEACH, 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 FOLLOWING MEMBER, OR MEMBERS, SHALL HAVE FULL AUTHORITY TO APPROVE OR DISAPPROVE SUCH PROPOSED ALTERATION, MODIFICATION, ADDITION, DELETION, OR OTHER PROPOSED FORM OF CHANGE AND LOCATION, AND/OR APPOINT A SUITABLE REPLACEMENT OR REPLACEMENTS WITH LIKE AUTHORITY, AND/OR DESIGNATE A REPRESENTATIVE WITH LIKE AUTHORITY. THE MEMBERSHIP OF SAID COMMITTEE OR ANY REPRESENTATIVE APPOINTED THEREBY, IF OTHER THAN AS STATED IN THIS DECLARATION, SHALL BE EVIDENCED BY A CERTIFICATE OF IDENTITY OF THE PERSONS THEN CONSTITUTING SAME, WHICH CERTIFICATE SHALL REFER TO THE BOOK AND PAGE NUMBER DESIGNATED BY THE COUNTY RECORDER OF ORANGE COUNTY, CALIFORNIA FOR THIS DECLARATION, SHALL BE EXECUTED BY AT LEAST ONE MEMBER OF SAID COMMITTEE AND BE RECORDED IN THE OFFICE OF SAID COUNTY RECORDER, WHICH CERTIFICATE, SHALL THEN BE CONCLUSIVE EVIDENCE THEREOF IN FAVOR OF ANY PERSON RELYING THEREON IN GOOD FAITH. IN THE EVENT THE COMMITTEE OR THE REPRESENTATIVE APPOINTED BY THE COMMITTEE FAILS TO APPROVE OR DISAPPROVE SUCH PROPOSED ALTERATIONS, MODIFICATION, ADDITION, DELETION, OR OTHER PROPOSED FORM OF CHANGE AND LOCATION WITHIN THIRTY (30) DAYS AFTER SAID COMPLETE PLANS AND SPECIFICATIONS HAVE BEEN SUBMITTED TO IT, SUCH APPROVAL WILL NOT BE REQUIRED AND THIS COVENANT WILL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH. SUCH COMPLETE PLANS AND SPECIFICATIONS SHALL BE PERSONALLY DELIVERED TO ANY MEMBER OF THE COMMITTEE OR MAILED TO THE COMMITTEE VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED, POSTAGE PREPAID. THE PLANS AND SPECIFICATIONS SHALL BE DEEMED SUBMITTED TO THE COMMITTEE UPON THE DATE OF RECEIPT BY THE COMMITTEE OF SUCH PLANS AND SPECIFICATIONS. THE COMMITTEE SHALL HAVE THE RIGHT OF CHANGING ITS MAILING ADDRESS BY RECORDING AN INSTRUMENT OF CHANGE OF MAILING ADDRESS WITH THE COUNTY RECORDER OF ORANGE COUNTY, CALIFORNIA, SUCH INSTRUMENT TO WHICH TO THE BOOK AND PAGE NUMBER DESIGNATED BY SAID COUNTY RECORDER FOR THIS DECLARATION. NEITHER THE MEMBERS OF SUCH COMMITTEE NOR ITS DESIGNATED REPRESENTATIVE SHALL BE ENTITLED TO ANY COMPENSATION FOR SERVICES PERFORMED PURSUANT TO THIS COVENANT. THE POWERS AND DUTIES OF SUCH COMMITTEE, AND OF ITS DESIGNATED

- CONTINUED -

PORTIONS OF SECTIONS 27, 28, 29, 30, 31, 32, 33, 34 & 36  
TOWNSHIP 6 SOUTH, RANGE 8 WEST AND  
PORTIONS OF SECTIONS 3 AND 4, TOWNSHIP 7 SOUTH, RANGE 8 WEST  
IN BOOK 6944, PAGE 449 O, R.

- 3 -

REPRESENTATIVE, SHALL CEASE ON AND AFTER JANUARY 1, 2008. THEREAFTER THE APPROVAL DESCRIBED IN THIS COVENANT SHALL NOT BE REQUIRED UNLESS PRIOR TO SAID DATE AND EFFECTIVE THEREON, A WRITTEN INSTRUMENT SHALL BE EXECUTED BY THE THEN RECORD OWNERS OF MAJORITY OF THE PRIORITY OWNERS OF THE HEREINABOVE DESCRIBED PROPERTY DEVELOPED FOR RESIDENTIAL USE AND DULY RECORDED APPOINTING A REPRESENTATIVE, OR REPRESENTATIVES, WHO SHALL THEREAFTER EXERCISE THE SAME POWERS PREVIOUSLY EXERCISED BY SAID COMMITTEE.

3. EASEMENTS: NO STRUCTURE, PLANTING OR OTHER MATERIAL OTHER THAN DRIVEWAYS AND SIDEWALKS SHALL BE PLACED OR PERMITTED TO REMAIN WHICH MAY DAMAGE OR INTERFERE WITH THE EASEMENTS FOR INSTALLATION AND MAINTENANCE OF UTILITIES, OR WHICH MAY CHANGE THE DIRECTION OF FLOW OF DRAINAGE OR SEWAGE CHANNELS, OR WHICH MAY OBSTRUCT OR RETURN THE FLOW OF WATER THROUGH DRAINAGE OR SEWAGE CHANNELS WITHIN ANY EASEMENTS FOR INSTALLATION AND MAINTENANCE OF SEWERS, UTILITIES AND DRAINAGE FACILITIES RESERVED BY DECLARANT, AND/OR AS SHOWN, OR AS WILL BE SHOWN ON THE RECORDED PLAT OF EACH LOT OR PARCEL. THE EASEMENT AREA OF EACH LOT OR PARCEL AND ALL IMPROVEMENTS IN IT SHALL BE MAINTAINED CONTINUOUSLY BY THE OWNER OF THE LOT OR PARCEL, EXCEPT FOR THOSE IMPROVEMENTS FOR WHICH A PUBLIC AUTHORITY OR UTILITY COMPANY IS RESPONSIBLE.

4. SIGNS: NO SIGNS OF ANY CHARACTER SHALL BE ERECTED, POSTED, PASTED OR DISPLAYED UPON OR ABOUT ANY LOT OR BUILDING AND THE IMPROVEMENT CONSTRUCTED ON ANY LOT OF SAID PROPERTY EXCEPT "FOR SALE" OR "FOR RENT" SIGNS PERTAINING TO THE RESIDENTIAL DWELLING UNIT ON WHICH SAID SIGN MAY BE DISPLAYED.

NOTWITHSTANDING THERE FOREGOING IT IS UNDERSTOOD THAT THE ABOVE RESTRICTION SHALL NOT BE UNDERSTOOD TO PREVENT THE CONSTRUCTION AND TEMPORARY MAINTENANCE ON ANY PART OF SAID PROPERTY OF ANY OFFICES TO BE USED BY THE DULY AUTHORIZED SELLING AGENT OF SAID PROPERTY, AND/OR THE DULY AUTHORIZED SELLING AGENT OF RESIDENTIAL UNITS CONSTRUCTED OR TO BE CONSTRUCTED ON SAID PROPERTY, THEIR SUCCESSORS OR ASSIGNS, LIKEWISE DECLARANT AND THE DULY AUTHORIZED SELLING AGENT OF SAID PROPERTY, AND/OR THE DULY AUTHORIZED SELLING AGENT OF RESIDENTIAL UNITS CONSTRUCTED ON TO BE CONSTRUCTED ON SAID PROPERTY, THEIR SUCCESSORS OR ASSIGNS SHALL BE PERMITTED TO DISPLAY BILLBOARDS ADVERTISING THE SALE OF SAID PROPERTY AND/OR THE RESIDENTIAL DWELLING UNITS AND ONCE SUCH CONSTRUCTION FENCES AND OTHER PROPER STRUCTURE AS ARE NECESSARY DURING CONSTRUCTION.

5. NUISANCE: NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED ON, UPON OR IN ANY RESIDENTIAL DWELLING UNIT OR APPURTENANCES OR WITHIN THE CONFINES OR THE LAND HEREINABOVE DESCRIBED WHICH ARE DEVELOPED FOR RESIDENTIAL USE OR ARE TO BE DEVELOPED FOR RESIDENTIAL USE, NOR SHALL ANYTHING BE DONE THEREON OR THEREIN TO SAID RESIDENTIAL DWELLING UNIT, APPURTENANCES AND LAND WHICH MAY BE OR BECOME ANY ANNOYANCE OR NUISANCE TO THE RESIDENTIAL NEIGHBORHOOD OR NEIGHBORHOOD DEVELOPED OR TO BE DEVELOPED UPON SAID LAND.

6. LIVESTOCK, POULTRY, AND PETS: THE MAINTENANCE, KEEPING, BOARDING, AND/OR RAISING OF ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND, REGARDLESS OF NUMBER OF QUANTITIES SHALL BE AND IS HEREBY PROHIBITED ON ANY LOT OR PARCEL AND IN ANY RESIDENTIAL DWELLING ON SAID LOT OR PARCEL OF SAID ABOVE DESCRIBED LAND WHICH ARE DEVELOPED FOR RESIDENTIAL USE OR ARE TO BE DEVELOPED FOR RESIDENTIAL USE, EXCEPT THAT THIS SHALL NOT PROHIBIT THE KEEPING OF DOGS, CATS, OR CAGED TYPE ANIMALS AS DOMESTIC PETS, PROVIDED, HOWEVER, NOT EXCEEDING A TOTAL OF THREE (3) SUCH DOMESTIC PETS ARE MAINTAINED IN ANY RESIDENTIAL DWELLING UNIT AT ANY ONE TIME.

7. TEMPORARY STRUCTURES: NO STRUCTURES OF A TEMPORARY CHARACTER, TRAILER, BASEMENT, TENT, GARAGE, BARN OR OTHER OUTBUILDING SHALL BE USED ON ANY OF THE ABOVE DESCRIBED LAND AT ANY TIME AS A RESIDENCE EITHER TEMPORALLY OR PERMANENTLY.

- CONTINUED -

PORTIONS OF SECTIONS 27, 28, 29, 30, 31, 32, 33, 34 & 36  
TOWNSHIP 6 SOUTH, RANGE 8 WEST AND  
PROTION OF SECTIONS 3 AND 4, TOWNSHIP 7 SOUTH, RANGE 8 WEST  
IN BOOK 6944, PAGE 449 O, R.

- 5 -

NO DELAY OR ADMISSION ON THE PART OF DECLARANT OR ITS SUCCESSORS IN INTEREST AS OWNER OF SAID RIGHTS, HEREIN PROVIDED FOR, OR THE OWNER OF LOTS IN SAID PROPERTY, IN EXERCISING ANY RIGHTS, POWER OR REMEDY HEREIN PROVIDED IN THE EVENT OF ANY VIOLATIONS OF THE COVENANTS AND RESTRICTIONS HEREIN CONTAINED SHALL BE CONSTRUCTED AS A WAIVER THEREOF, OR ACQUIESCENCE THEREIN.

10. SEVERABILITY: INVALIDATION OF ANY ONE OF THESE COVENANTS OR RESTRICTIONS BY JUDGMENT OR COURT ORDER SHALL IN NO WISE AFFECT ANY OF THE OTHER PROVISIONS AND ALL OTHER PROVISIONS SHALL REMAIN IN FULL FORCE AND EFFECT.

11. EXCLUSION: MORE OF THE HEREINABOVE SET FORTH COVENANTS AND RESTRICTIONS SHALL APPLY TO ANY OF THE LAND DEVELOPED OR TO BE DEVELOPED FOR COMMERCIAL USES AND RECREATIONAL USES, BUT SAID COVENANTS AND RESTRICTIONS SHALL BE AND HEREBY ARE DECLARED TO BE ESTABLISHED FOR THE MUTUAL PURPOSE OF ENHANCING AND BENEFITING THE LAND, AND EVERY PART THEREOF, DEVELOPED OR TO BE DEVELOPED FOR COMMERCIAL, RECREATIONAL AND RESIDENTIAL USES. NOTWITHSTANDING ANY OTHER PROVISIONS HEREINABOVE CONTAINED, THE COVENANTS AND RESTRICTIONS HEREINABOVE SET FORTH SHALL NOT BE BINDING OR EFFECTIVE AGAINST THE FEDERAL HOUSING COMMISSIONER, THE FEDERAL HOUSING ADMINISTRATION OR THEIR SUCCESSORS OR ASSIGNS.

IN WITNESS WHEREOF, SAID ROSSMOOR CORPORATION, HAS CAUSED THESE CONDITIONS TO BE DULY RECORDED AND ROSS W. CORESE, PRESIDENT AND MACHIEL P. VAN DORDREIGHT, SECRETARY HAVE HERETO AFFIXED THEIR SIGNATURE THIS 20TH DAY OF FEBRUARY, 1964.

CORPORATION

ROSSMOOR CORPORATION, A CALIFORNIA

BY: ROSS W. CORTESE, PRESIDENT

BY: MACHIEL P. VAN DORDREIGHT, SECRETARY