

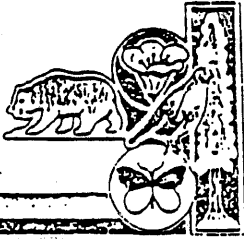
**VILLAGE HOMES
PROPERTY OWNERS ASSOCIATION**

Westlake Village, California

LEGAL DOCUMENTS

**Articles of Incorporation
By-Laws
CC&Rs**

If this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.



State
of
California

OFFICE OF THE SECRETARY OF STATE

I, *MARCH FONG EU*, Secretary of State of the State of California, hereby certify:

That the annexed transcript was prepared by and in this office from the record on file, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute
this certificate and affix the Great
Seal of the State of California this

MAR 11 1935



March Fong Eu

Secretary of State

No. chgd. to: VILLAGE HOMES PROPERTY OWNERS ASSOCIATION

CERTIFICATE OF AMENDMENT
OF
ARTICLES OF INCORPORATION

A100382

FILED

In the office of the Secretary of State
of the State of California

OCT 13 1970

Secretary of State

Deputy

Terence Murphy and Andrew R. Bressoud certify:

1) That they are the President and Secretary, respectively, of
WESTLAKE-DEANE PROPERTY OWNERS ASSOCIATION, a California corporation.

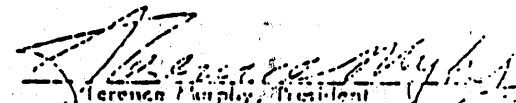
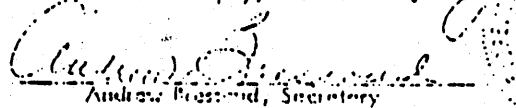
2) That at a meeting of the Board of Directors of said corporation, duly held at
Westlake Village, California, on September 3, 1970, the following resolution was
adopted:

"RESOLVED, that Article I of the Articles of Incorporation
of this corporation be amended to read as follows:

"The name of this corporation is: VILLAGE HOMES
PROPERTY OWNERS ASSOCIATION."

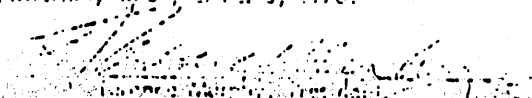
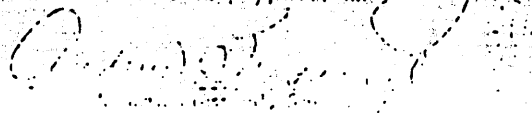
3) That the members have adopted said amendment by resolution at a meeting held
at Westlake Village, California, on September 3, 1970. That the wording of the
amended Article, as set forth in the members' resolution, is the same as that set forth
in the directors' resolution in Paragraph 2 above.

4) That the number of members who voted affirmatively for the adoption of said
resolution is 396, and that the number of members constituting a quorum is 240.


Terence Murphy, President

Andrew Bressoud, Secretary

Each of the undersigned declares under penalty of perjury that the matters set forth
in this Certificate are true and correct.

Executed at Westlake Village, California, on September 3, 1970.


Terence Murphy, President

Andrew Bressoud, Secretary

ARTICLES OF INCORPORATION
OF
WESTLAKE-DEANE
PROPERTY OWNERS' ASSOCIATION

I

The name of this Corporation is:
WESTLAKE-DEANE PROPERTY OWNERS' ASSOCIATION (hereinafter called the "ASSOCIATION").

II

This corporation is organized pursuant to the General Nonprofit Corporation Law of the State of California.

III

The terms defined herein shall, for all purposes of these ARTICLES OF INCORPORATION, have the meanings herein specified.

A. The term "WESTLAKE-DEANE HOMES" shall mean the real property so designated in the WESTLAKE-DEANE RESTRICTIONS including all annexations or other additions to said real property.

B. The term "WESTLAKE-DEANE RESTRICTIONS" shall mean the Declaration of Covenants, Conditions and Restrictions recorded on _____, as Instrument No. _____, Official Records, in the Office of the County Recorder of Ventura County, State of California.

C. The term "OWNER" shall have the meaning prescribed by ARTICLE I of the WESTLAKE-DEANE RESTRICTIONS.

IV

A. The specific and primary purpose for which the

ASSOCIATION is organized and operated is to provide for the management, maintenance, protection, preservation and development of WESTLAKE-DEANE HOMES and to promote the health, safety and welfare of its members all in accordance with the provisions of the WESTLAKE-DEANE RESTRICTIONS.

B. The general purpose^s for which the ASSOCIATION is formed are to have and to exercise any and all powers, rights and privileges which a corporation organized under the General Nonprofit Corporation Law of the State of California by law may now or hereafter exercise which are incidental to but necessary for carrying out the primary and specific purposes of the ASSOCIATION.

C. The foregoing statement of purposes shall be construed as a statement of both purposes and powers, and the purposes and powers stated in each clause shall, except where otherwise expressed, be in nowise limited or restricted by reference to or inference from the terms or provisions of any other clause, but shall be regarded as independent purposes and powers.

V

The ASSOCIATION is organized and operated exclusively for the purpose of managing, maintaining, protecting, preserving and developing WESTLAKE-DEANE HOMES, and the improvements thereon, for the benefit of its members, for their pleasure, recreation and other nonprofit purposes. No part of the net earnings or assets of the ASSOCIATION on dissolution or otherwise shall inure to the benefit of any member or director. In the event of dissolution or winding up of the ASSOCIATION, its assets, other than real property, shall vest in and be distributed to a nonprofit unincorporated association consisting of the members of the

ASSOCIATION, which unincorporated association shall succeed to all of the rights and obligations of the ASSOCIATION. Immediately prior to dissolution, real property held by the ASSOCIATION shall be conveyed to Title Insurance and Trust Company or to its successor, or to any other independent corporation trustee, to hold such property in trust for the benefit of said unincorporated association and its members.

VI

The county in the State of California where the principal office for the transaction of the affairs of the ASSOCIATION is to be located is the County of Ventura.

VII

The powers of the ASSOCIATION shall be exercised, its properties controlled and its affairs conducted by a Board of Directors. The number of directors shall be five; provided, however, that the number of directors may be changed by a By-Law duly adopted by the members of the ASSOCIATION. The names and addresses of the persons who are appointed to act as the first directors are:

<u>NAME</u>	<u>ADDRESS</u>
John L. Nottar	Post Office Box 540, Westlake Village, California 91360
Jimmy D. Johnson	Post Office Box 540, Westlake Village, California 91360
A. J. Dietsch	Post Office Box 540, Westlake Village, California 91360
G. J. Frampton	Post Office Box 540, Westlake Village, California 91360
James M. Parker	Post Office Box 540, Westlake Village, California 91360

VIII

No person other than an OWNER shall be a member of the ASSOCIATION. Proof of status as an OWNER for purposes of

establishing membership shall be furnished in accordance with the provisions of the BY-LAWS.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of California, the undersigned have executed these ARTICLES OF INCORPORATION this _____ day of _____, 196__.

John L. Notter

Jimmy D. Johnson

A. J. Dietsch

G. J. Frampton

James M. Parker

STATE OF CALIFORNIA }
COUNTY OF } ss.

On _____, 196__, before me, a Notary Public in and for said County and State, personally appeared JOHN L. NOTTER, JIMMY D. JOHNSON, A. J. DIETSCH, G. J. FRAMPTON, and JAMES M. PARKER known to me to be the persons whose names are subscribed to the foregoing Articles of Incorporation, and acknowledged to me that they executed the same.

WITNESS my hand and official seal.

Notary Public in and for
said County and State

BY-LAWS OF
WESTLAKE-DEANE
PROPERTY OWNERS' ASSOCIATION

ARTICLE I
DEFINITIONS

SECTION 1.1 WESTLAKE-DEANE RESTRICTIONS

The term "WESTLAKE-DEANE RESTRICTIONS" shall mean the covenants, conditions and restrictions set forth in that certain declaration entitled "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WESTLAKE-DEANE HOMES" recorded on _____, 196__, as Instrument No. _____, Official Records, in the Office of the County Recorder of Ventura County, State of California, as said DECLARATION may be amended from time to time, or supplemented or modified in connection with the annexation of property to WESTLAKE-DEANE HOMES.

SECTION 1.2 OTHER TERMS

The other terms used herein shall have the definitions and meanings given them in Article I of the WESTLAKE-DEANE RESTRICTIONS.

ARTICLE II
MEMBERS

SECTION 2.1 QUALIFICATION

A. Each OWNER, by virtue of being an OWNER and until no longer an OWNER, shall be a member of the ASSOCIATION. No person other than an OWNER may be a member of the ASSOCIATION.

B. As used herein the term "OWNER" has the meaning set forth in Article I of the WESTLAKE-DEANE RESTRICTIONS and includes the purchaser of a lot under an executory contract for the sale of real property only if it is a real property sales contract as defined in Section 2985 of the Civil Code of the State of California, as said Section may be amended. For so long as GRANTOR owns one or more Single Family Lots, the term "OWNER" also includes GRANTOR.

C. No person shall exercise the rights of membership until satisfactory proof has been furnished to the Board of Directors that he is an OWNER. Such proof may consist of a copy of a duly executed and acknowledged grant deed, or a title insurance policy showing said person to be the owner of a lot within WESTLAKE-DEANE HOMES, or such documentary or other proof as the BOARD in its discretion shall deem to be satisfactory. The decision of the BOARD as to eligibility for membership shall be final and conclusive for all purposes.

D. The BOARD may provide for the issuance of certificates, in a form which it shall determine, evidencing membership in the ASSOCIATION. Such certificates shall be consecutively numbered and contain the name and address of the member. The date of issuance of the certificate shall be entered in the records of the ASSOCIATION by the Secretary. If any certificate is lost, mutilated or destroyed, a new certificate may be issued upon such terms and conditions as the BOARD may direct.

SECTION 2.2 VOTING

A. At any meeting of the members or election, each member shall be entitled to cast the number of votes to which he is entitled under the WESTLAKE-DEANE RESTRICTIONS.

B. Any member may attend and vote at meetings or at elections in person or by a proxy holder duly appointed by a written proxy signed by the member and filed with the Secretary. Any proxy shall be for a term not to exceed eleven months unless otherwise expressly provided therein and may be revoked at any time by written notice to the Secretary. A proxy shall be deemed revoked when the Secretary receives actual notice of the death or judicially declared incompetence of such member, or upon termination of such member's status as an OWNER. Where two or more persons have ownership interests in a lot, any proxy with respect to the vote of such members shall be signed by all such persons.

SECTION 2.3 MEETINGS; QUORUM

A. There shall be an annual meeting of the members on the second Monday of June of each year at 8:00 p.m. at the offices of the ASSOCIATION at WESTLAKE-DEANE HOMES, or at such other reasonable place within the counties of Ventura or Los Angeles, or time (not more than thirty days before or after such date) as may be designated by notice of the BOARD delivered to the members not less than ten days nor more than sixty days prior to the date fixed for said meeting. However, the first annual meeting shall be held within sixty days of the date on which 51% of the lots are sold by GRANTOR or within one year after the sale of the first lot, whichever is sooner; the time and place of such first annual meeting shall in other regards be determined as provided above.

B. Special meetings of the members may be called at any time to consider matters which, by the terms of the ARTICLES OF INCORPORATION, these BY-LAWS or the WESTLAKE-DEANE RESTRICTIONS, require the approval of all or some of the members, or for any

other reasonable purpose. Said meetings shall be held at a reasonable place within the counties of Ventura or Los Angeles and shall be called by written notice, signed either by a majority of the BOARD, or by members having one-third of the total votes in the ASSOCIATION, and delivered not less than ten days nor more than sixty days prior to the date fixed for said meeting. Said notice shall specify the date, time and place of the meeting and the matters which will be considered.

C. The presence at any meeting of members having a majority of the total votes in the ASSOCIATION shall constitute a quorum.

D. If any meeting cannot be held because a quorum is not present, the members present may adjourn the meeting to a time not less than forty-eight hours nor more than thirty days from the time the original meeting was called. At the subsequent meeting the presence of members having one-third of the total votes in the ASSOCIATION shall constitute a quorum.

E. Unless otherwise expressly provided herein, any action may be taken at any meeting of the members or election upon the affirmative vote of a majority of the total votes present.

SECTION 2.4 VOTING BY BALLOT

A. Any matter or issue requiring the vote of the members of the ASSOCIATION, including the election of directors, may be submitted for vote by written ballot without a meeting. The determination to resolve an issue in this manner shall be made by the Board of Directors by a resolution which shall specify the date for voting (which in no event shall be sooner than forty-five days nor more than sixty days after the date of

such resolution), the form of the question to be submitted to the members, and the form of the ballot. Within fifteen days after adoption of the resolution, a full and complete copy thereof shall be sent to every member of the ASSOCIATION at the address of such member on the ASSOCIATION books or at the address of any lot owned by such member in WESTLAKE-DEANE HOMES.

B. Balloting at such election may be conducted by mail or by the deposit of ballots at fixed polling places. In the latter case the Board of Directors shall designate one or more such polling places within the boundaries of WESTLAKE-DEANE HOMES where members may cast their votes. The BOARD shall notify the members of the locations of such polling places at least fifteen days prior to the election.

C. Conduct of the election shall be in accordance with procedures established by the BOARD. The BOARD is authorized to retain such services as it deems necessary to assist in establishing election procedures and supervising and controlling elections and to make reasonable expenditures in connection therewith. Such expenditures may include, without limiting the generality of the foregoing, the rental of computing and tabulation machines, the payment of fees for poll watchers, the renting of voting machines and similar expenses.

D. At any such election, voting by proxy will be allowed; provided, however, that each proxy shall be filed with the Secretary of the ASSOCIATION at least ten days prior to the date of the election. The BOARD may make such provisions as it may consider necessary or desirable for absentee ballots.

E. A quorum shall be deemed to have been present for purposes of an election held pursuant to this Section if the

majority of the total number of eligible votes is cast in any such election. The reduced quorum provisions of Section 2.3D shall not apply to elections held under this Section.

F. After tabulation of the ballots, the BOARD shall notify the members of the outcome of the election. If insufficient votes to constitute a quorum were cast, the BOARD shall so certify, and the election shall be of no effect.

ARTICLE III

BOARD OF DIRECTORS

SECTION 3.1 CORPORATE POWERS

A. The corporate powers of the ASSOCIATION shall be vested in, exercised by, and under the authority of, and the affairs of the ASSOCIATION shall be controlled by, a Board of Directors consisting of five persons.

B. The BOARD shall have the exclusive right and responsibility to perform the duties and obligations and to exercise the powers and authority of the ASSOCIATION as set forth in the WESTLAKE-DEANE RESTRICTIONS.

C. The BOARD shall exercise the powers and authority of the ASSOCIATION only as set forth in the WESTLAKE-DEANE RESTRICTIONS, the ARTICLES and these BY-LAWS as any of them may be amended.

SECTION 3.2 QUALIFICATIONS AND ELECTIONS

A. No person shall serve as a member of the BOARD who is not a member of the ASSOCIATION. In the event that a corporation or other impersonal entity is a member of the ASSOCIATION, it may designate one or more persons to serve on the BOARD on its behalf.

B. At each annual meeting the members shall elect the BOARD for the forthcoming year. Each member may cumulate his votes and give one candidate, or divide among the candidates for director, a number of votes equal to the number of lots owned by the member multiplied by the number of directors to be elected. The candidates receiving the highest number of votes, up to the number of directors to be elected, shall be deemed elected.

C. Directors shall serve for a term of one year or until their respective successors are elected, or until their death, resignation or removal, whichever is the earlier; provided, however, that the directors named in the ARTICLES shall serve until the first annual meeting. Any director may resign at any time by giving written notice to the President or Secretary, and any person may be removed from a directorship by vote of the members; provided, however, that unless the entire BOARD is removed, an individual director shall not be removed if the number of votes cast against his removal exceeds twenty percent of the total votes cast.

D. Vacancies on the BOARD shall be filled by a majority of the remaining directors though less than a quorum, and each director so elected shall hold office until his successor is elected by the members.

SECTION 3.3 MEETINGS

A. The organization meetings of the BOARD shall be held immediately following the adjournment of the annual meeting of the members.

B. At each annual organization meeting, the BOARD shall adopt a schedule of other regular meetings of the BOARD to be held during the forthcoming year. No notice shall be required for regular meetings of the BOARD.

C. Special meetings of the BOARD may be called at any time by the President or by any two directors. Written notice of the time and place of special meetings shall be given at least twenty-four hours prior to the holding of the meeting.

D. Three directors shall constitute a quorum of the BOARD, and if a quorum is present, the decision of a majority of those present shall be the act of the BOARD. The BOARD may also act without a meeting if all of the BOARD members consent in writing to such action. Such written consent shall be filed with the minutes of the proceedings of the BOARD.

SECTION 3.4 BOOKS AND RECORDS

The BOARD shall cause to be maintained, in a manner consistent with generally accepted accounting principles, a full set of books and records showing the financial condition of the ASSOCIATION. At least once a year an independent certified audit of such books and records shall be conducted. A copy of each such audit shall be made available, within thirty days following completion of the audit, for inspection by the ASSOCIATION members.

ARTICLE IV

OFFICERS

SECTION 4.1 OFFICERS

The officers of the ASSOCIATION shall be a President,

a Vice-President, a Secretary and a Treasurer. The ASSOCIATION may also have, at the discretion of the BOARD, one or more Assistant Secretaries or Assistant Treasurers and such other officers as may be appointed in accordance with the provisions of Section 4.3. The President and Vice-President must be members of the ASSOCIATION, but the other officers need not be. One person may hold two or more offices, except that the offices of President and Secretary shall not be held by the same person. In the event that a corporation or other impersonal entity is a member of the ASSOCIATION, it may designate one or more persons to hold office on its behalf.

SECTION 4.2 ELECTION

The officers of the ASSOCIATION, except such officers as may be appointed in accordance with the provisions of Sections 4.3 or 4.5, shall be chosen annually by the BOARD, and each shall hold office until his resignation, removal or disqualification to serve, or until his successor is elected and qualified.

SECTION 4.3 SUBORDINATE OFFICERS

The BOARD may appoint, or may empower the President to appoint, such other officers as the affairs of the ASSOCIATION may require (including the Assistant Secretaries and Assistant Treasurers mentioned in Section 4.1), each of whom shall hold office for such period, have such authority and perform such duties as are provided in the BY-LAWS or as the BOARD may from time to time determine.

SECTION 4.4 REMOVAL AND RESIGNATION

Any officer may be removed, either with or without cause, by the BOARD or by any officer upon whom such power of

removal may be conferred by the BOARD; provided, however, that only the BOARD shall remove an officer chosen by the BOARD. Any officer may resign at any time by giving written notice to the BOARD, the President or Secretary. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

SECTION 4.5 VACANCIES

A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in the BY-LAWS for regular appointments to such office.

SECTION 4.6 DUTIES OF OFFICERS

A. The President shall be elected by the BOARD from among the Directors. He shall be the Chief Executive Officer of the ASSOCIATION and shall, subject to the control of the BOARD, have general supervision, direction and control of the affairs and officers of the ASSOCIATION. He shall preside at all meetings of the members and at all meetings of the BOARD and shall have the general powers and duties of management usually vested in the office of President of a corporation along with such other powers and duties as may be prescribed by the BOARD or the BY-LAWS.

B. The Vice-President shall be elected by the BOARD from among the directors. In the absence or disability of the President, the Vice-President shall perform all the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions applicable

to the President. He shall have such other powers and perform such other duties as from time to time may be prescribed by the BOARD or the BY-LAWS.

C. The Secretary shall be elected by the BOARD but need not be a director or a member of the ASSOCIATION. The Secretary shall keep or cause to be kept, at the principal office of the ASSOCIATION or such other place as the BOARD may order, a book of minutes of all meetings of directors and members, including (without limitation) the time and place of holding, whether regular or special and, if special, how authorized, the notice thereof given, the names of those present at directors' meetings, the number of members and votes present in person or by proxy at members' meetings, and the proceedings thereof. The Secretary shall keep appropriate current records showing the members of the ASSOCIATION and their addresses. He shall give notice of all the meetings of the members and of the BOARD as required by the BY-LAWS or by law. He shall keep the Seal of the ASSOCIATION in safe custody and shall have such other powers and perform such other duties as may be prescribed by the BOARD or by the BY-LAWS.

D. The Treasurer shall be elected by the BOARD but need not be a director or a member of the ASSOCIATION. The Treasurer shall keep and maintain adequate and correct accounts of the properties and business transactions of the ASSOCIATION, including accounts of its assets, liabilities, receipts and disbursements. The books of account shall at all reasonable times be open to inspection by any director. The Treasurer shall deposit all monies and other valuables in the name and to the credit of the ASSOCIATION with such depositaries as may be designated by the BOARD. He shall disburse funds of the

ASSOCIATION as may be ordered by the BOARD and shall render to the President and directors, whenever they request it, an account of all of his transactions as Treasurer and of the financial condition of the ASSOCIATION. He shall have such other powers and perform such other duties as may be prescribed by the BOARD or the BY-LAWS.

ARTICLE V
MISCELLANEOUS

SECTION 5.1 MANAGER

The BOARD may employ the services of a Manager to manage the affairs of the ASSOCIATION, and, to the extent not inconsistent with the laws of the State of California, the BOARD may delegate to the Manager any of its powers and duties under the WESTLAKE-DEANE RESTRICTIONS.

SECTION 5.2 CORPORATE SEAL

The ASSOCIATION shall have a Seal in circular form having within its circumference the words "WESTLAKE-DEANE PROPERTY OWNERS' ASSOCIATION, Incorporated _____, 196____, State of California."

SECTION 5.3 AMENDMENT OF BY-LAWS

BY-LAWS may be adopted, amended or repealed by the members by the affirmative vote of two-thirds of the total votes cast in person or by proxy at a meeting or election of the members; provided, however, that Paragraph A and B of Section 2.1 and all of Section 3.1 and 3.2 shall not be amended or repealed without the affirmative vote or written consent of members holding not less than three-fourths of the

total voting power of the ASSOCIATION.

SECTION 5.4 NOTICES

Any notice or other document relating to or required by these BY-LAWS may be delivered either personally or by mail. If by mail, it shall be deemed to have been delivered twenty-four hours after the notice or other document has been deposited in the United States mail, postage prepaid, addressed as follows: if to the ASSOCIATION or the BOARD, at the WESTLAKE-DEANE PROPERTY OWNERS' ASSOCIATION, Post Office Box 540, Westlake Village, California 91360; if to a director or member, at the address from time to time given by such director or member to the Secretary for the purpose of service of such notice, or, if no such address has been so given, to the address of any lot within WESTLAKE-DEANE HOMES owned by such director or member.

SECTION 5.5 CONSENT TO WAIVER OR NOTICE

The transactions at any meeting of the members or of the BOARD, however called or noticed, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum is present and if (either before or after the meeting) each member not present in person or by proxy at a meeting of the members, or each director not present at a meeting of the BOARD, signs a written waiver of notice, a consent to the holding of such meeting or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the records of the ASSOCIATION and made a part of the minutes of the meeting.

CERTIFICATE OF SECRETARY

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, Secretary of the corporation known as the WESTLAKE-DEANE PROPERTY OWNERS' ASSOCIATION, does hereby certify that the foregoing BY-LAWS were duly adopted by the Board of Directors of said ASSOCIATION on the _____ day of _____, 196__, and that they now constitute said BY-LAWS.

Secretary

VILLAGE HOMES
COVENANTS, CONDITIONS AND RESTRICTIONS

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DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
FOR WESTLAKE-DEANE HOMES
(A PORTION OF WESTLAKE)

PREAMBLE

THIS DECLARATION is made on _____, 1968,
by DEANE HOMES-WESTLAKE, a joint venture, composed of ENCINA
DEVELOPMENT COMPANY, a Delaware corporation, and DEANE
BROTHERS, INC., a California corporation, as owner of the real
property in the County of Ventura described in Exhibit A which
is attached hereto and incorporated herein by this reference.

The property described in Exhibit A is part of a
larger land area owned by AMERICAN-HAWAIIAN STEAMSHIP COMPANY,
which is to be developed into the community of WESTLAKE. The
development which is the subject of this DECLARATION will be
known as WESTLAKE-DEANE HOMES.

The area from which the WESTLAKE-DEAN HOMES develop-
ment will be created possesses great charm and natural beauty
which GRANTOR intends to preserve. Through the use of a
planned development there will be created an appealing resi-
dential community accessible to shopping and recreational
facilities with large open areas, pedestrian malls and parks.
Water areas will provide additional recreational opportunities
and will enhance the natural beauty of the development.

It is the purpose of this DECLARATION to provide a
means for maintaining, controlling and preserving the area as
a residential community with the amenities desirable for
residential living. It is assumed that purchasers of property

in WESTLAKE-DEANE HOMES and other developments within WESTLAKE will be motivated to preserve these qualities through community cooperation and by enforcing not only the letter but also the spirit of this DECLARATION. It is to preserve the beauty and appeal of WESTLAKE-DEANE HOMES and the entire WESTLAKE community for all future owners that this DECLARATION is made, and the intention of said GRANTOR is that the covenants, conditions and restrictions contained herein shall be understood and construed to achieve that objective.

ARTICLE I

DEFINITIONS

Unless the context otherwise specifies or requires, the terms defined in this Article I shall, for all purposes of this DECLARATION, have the meanings herein specified.

ARCHITECT The term "Architect" shall mean a person holding a certificate to practice architecture in the State of California under authority of Division 3, Chapter 3 of the Business and Professions Code of the State of California.

ARCHITECTURAL COMMITTEE The term "ARCHITECTURAL COMMITTEE" shall mean the committee created pursuant to ARTICLE IV.

ARCHITECTURAL COMMITTEE RULES The term "Architectural Committee Rules" shall mean rules adopted by the ARCHITECTURAL COMMITTEE pursuant to Section 4.04.

ARTICLES The term "Articles" shall mean the Articles of Incorporation of the WESTLAKE-DEANE PROPERTY OWNERS' ASSOCIATION which are or shall be filed in the Office of the Secretary of State of California substantially in the form

attached hereto marked as Exhibit B and incorporated herein by this reference, as said ARTICLES may from time to time be amended.

ASSESSED VALUE The term "Assessed Value" shall mean the aggregate value of any lot and the improvements located thereon as from time to time shown on the latest Assessment Roll of the Counties of Los Angeles or Ventura.

ASSOCIATION The term "ASSOCIATION" shall mean the WESTLAKE-DEANE PROPERTY OWNERS' ASSOCIATION, the nonprofit membership corporation described in Article V, including its successors and assigns.

BENEFICIARY The term "Beneficiary" shall mean a mortgagee under a mortgage as well as a beneficiary under a deed of trust.

BOARD The term "BOARD" shall mean the Board of Directors of the ASSOCIATION.

BY-LAWS The term "BY-LAWS" shall mean the BY-LAWS of the ASSOCIATION which are or shall be adopted by the BOARD substantially in the form attached hereto marked Exhibit C and incorporated herein by this reference, as such BY-LAWS may from time to time be amended.

COMMITTEE The term "COMMITTEE" shall mean the ARCHITECTURAL COMMITTEE.

COMMON AREA The term "Common Area" shall mean all of the real property so classified in accordance with Section 3.01.

COST OF LIVING INDEX The term "Cost of Living Index"

shall mean the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index, all items, Los Angeles - Long Beach, California (1957-59 equals 100), or the successor of such index.

DECLARATION The term "DECLARATION" shall mean the WESTLAKE-DEANE RESTRICTIONS.

DEED OF TRUST The term "Deed of Trust" or "Trust Deed" shall mean a mortgage as well as a deed of trust.

FAMILY The term "Family" shall mean one or more persons each related to the other by blood, marriage or legal adoption, or a group of not more than three persons not all so related, together with their domestic servants, who maintain a common household in a dwelling.

FILE The term "File" shall mean, with reference to any subdivision map, the filing of said map in the Office of the Recorder of the County of Ventura, or the County of Los Angeles, State of California.

FISCAL YEAR The term "Fiscal Year" shall mean the year from July 1 through June 30.

GRANTOR The term "GRANTOR" shall mean DEANE HOMES-WESTLAKE, a joint venture composed of ENCINA DEVELOPMENT COMPANY, a Delaware corporation, and DEANE BROTHERS, INC., a California corporation, including its successors and assigns.

IMPROVEMENTS The term "Improvements" shall include buildings, outbuildings, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, hedges, wind-breaks, plantings, planted trees and shrubs, poles, signs and

all other structures or landscaping improvements of every type and kind. .

LOT The term "Lot" shall mean any parcel of real property designated for residential use on any subdivision map pertaining to property which is subject to this DECLARATION.

MANAGER The term "Manager" shall mean the person or corporation appointed as such pursuant to Paragraph D of Section 5.05.

MASTER DEVELOPER The term "Master Developer" shall mean the AMERICAN-HAWAIIAN STEAMSHIP COMPANY, a New Jersey corporation, doing business as AMERICAN-HAWAIIAN LAND COMPANY, including its successors and assigns.

MEMBER The term "Member" shall mean a person who is a member of the ASSOCIATION pursuant to Section 5.02.

MORTGAGEE The term "Mortgagee" shall mean a beneficiary under, or a holder of, a deed of trust as well as a mortgagee.

NOTICE The term "Notice" shall mean a notice delivered pursuant to Section 7.06.

OPERATING FUND The term "Operating Fund" shall mean the fund created for the receipts and disbursements of the ASSOCIATION, pursuant to Section 6.01.

OWNER Subject to the following provisions, the term "OWNER" shall mean the person or persons holding the beneficial ownership of any lot:

a) OWNER shall include the purchaser of a lot under an executory contract for the sale of real

property only if it is a real property sales contract as defined in Section 2985 of the Civil Code of the State of California, as said Section may be amended;

b) For the purposes of Article III, unless the context requires otherwise, OWNER shall include the family, invitees, licensees, and lessees of any OWNER together with any other person or persons holding any possessory interest granted by such OWNER in any lot;

c) With respect to any lots held by GRANTOR, the term OWNER shall not include GRANTOR or Master Developer for the purpose of the covenants, conditions and restrictions set forth in Article III.

PUBLIC PURCHASER The term "Public Purchaser" shall mean a purchaser who is unrelated to GRANTOR or any corporation, partnership, joint venture or other business entity in which GRANTOR has an ownership interest or over which (in this use including persons) GRANTOR exercises contractual or other control relating to the sale of real property within WESTLAKE-DEANE HOMES.

RECORD; RECORDED The term "Record" shall mean, with respect to any document, the recordation of said document in the Office of the County Recorder of the County of Ventura or the County of Los Angeles, State of California.

RECREATIONAL AREA The term "Recreational Area" shall mean all of the real property annexed, conveyed, leased or otherwise transferred to the ASSOCIATION and designated for use as Recreational Area subject to the WESTLAKE-DEANE RESTRICTIONS.

RESIDENCE The term "Residence" shall mean a

building or buildings, including any garage, carport or similar outbuilding, used for residential purposes.

SINGLE FAMILY AREA The term "Single Family Area" shall mean any lot or group of lots so classified in accordance with Section 3.01.

SINGLE FAMILY RESIDENTIAL USE The term "Single Family Residential Use" shall mean occupation and use of a single family dwelling in conformity with the WESTLAKE-DEANE RESTRICTIONS and the requirements imposed by applicable zoning laws or other state or municipal rules and regulations.

SUBDIVISION MAP The term "Subdivision Map" shall mean (a) any final map within the meaning of the provisions of Division 4, Part 2, Chapter 2 of the Business and Professions Code of the State of California, (b) any final plan within the meaning of the provisions of Division 2, Part 4, Title 6 of the Civil Code of the State of California, or (c) any final record of survey map within the meaning of the provisions of Division 4, Part 2, Chapter 2 of the Business and Professions Code of the State of California, as such provisions may from time to time be amended.

VISIBLE FROM NEIGHBORING PROPERTY The term "Visible From Neighboring Property" shall mean, with respect to any given object, that such object is or would be visible to a person six feet tall, standing on any part of such neighboring property at an elevation no greater than the elevation of the base of the object being viewed.

WESTLAKE OR WESTLAKE VILLAGE The term "WESTLAKE" or "WESTLAKE VILLAGE" shall mean the total development, existing and planned, constructed or to be constructed on a land area of

approximately 11,780 acres being developed by Master Developer and surrounding the community of WESTLAKE-DEANE HOMES.

WESTLAKE-DEANE HOMES The term "WESTLAKE-DEANE HOMES" shall mean all of the real property referred to in Section 2.01 together with such other real property as may from time to time be annexed thereto pursuant to the provisions of Section 2.02 and Section 2.03.

WESTLAKE-DEANE RESTRICTIONS The term "WESTLAKE-DEANE RESTRICTIONS" shall mean the covenants, conditions and restrictions set forth in this DECLARATION, as it may from time to time be amended or, with respect to annexed property, supplemented pursuant to Sections 2.02, 2.03 and 7.01.

WESTLAKE-DEANE RULES The term "WESTLAKE-DEANE RULES" shall mean the rules adopted by the BOARD of the ASSOCIATION, as they may be in effect from time to time pursuant to the provisions of Section 5.06.

ARTICLE II

PROPERTY SUBJECT TO THE WESTLAKE-DEANE RESTRICTIONS

SECTION 2.01 GENERAL DECLARATION CREATING WESTLAKE-DEANE HOMES

GRANTOR hereby declares that all of the real property located in the County of Ventura, State of California, described in Exhibit A, which is attached hereto and incorporated herein by this reference, is and shall be held, conveyed, hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part, subject to the WESTLAKE-DEANE RESTRICTIONS, meaning the covenants, conditions and restrictions set forth in this DECLARATION. All of said restrictions are declared and agreed to be in furtherance of a

general plan for the subdivision, improvement and sale of said real property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of said real property and every part thereof. All of the WESTLAKE-DEANE RESTRICTIONS shall run with all of said real property for all purposes and shall be binding upon and inure to the benefit of GRANTOR, the ASSOCIATION, all OWNERS and their successors in interest.

SECTION 2.02 ANNEXATION OF OTHER REAL PROPERTY OWNED
BY GRANTOR OR MASTER DEVELOPER

Master Developer or GRANTOR may at any time, pursuant to the provisions of this Section, annex to WESTLAKE-DEANE HOMES all or any part of any real property now owned or hereafter acquired by Master Developer or GRANTOR.

A. ANNEXATION PROCEDURE. The annexation of any such property shall become effective when, and only when, the last of each of the following events occurs:

- (1) A subdivision map shall have been filed with respect to the real property to be annexed if required by law.
- (2) GRANTOR or Master Developer shall have recorded a declaration, which may consist of more than one document, and which shall, among other things: (a) describe the real property which is to be annexed, (b) set forth or refer to such additional covenants, conditions and restrictions applicable to such property, as provided in Paragraph D below, (c) declare that such property is and shall be held, conveyed, hypothecated,

encumbered, leased, rented, used, occupied and improved subject to the WESTLAKE-DEANE RESTRICTIONS, (d) have attached as an exhibit a map, plat or writing establishing the land use classifications within the area annexed, and (e) state that the provisions of Paragraph B below have been complied with.

B. ASSESSMENT LIMITATION. Prior to the annexation of any such property, GRANTOR or Master Developer shall estimate the maintenance assessment that would be assessed pursuant to Section 6.02 for the first full fiscal year following annexation assuming such property were annexed to WESTLAKE-DEANE HOMES. If such estimated maintenance assessment exceeds the limit set forth in Paragraph C of Section 6.02 (such limit to be determined as if such property were annexed to WESTLAKE-DEANE HOMES), then such property shall not be annexed unless such annexation has been approved by the vote of OWNERS holding 51% of the residential lots then within WESTLAKE-DEANE HOMES exclusive of any lots therein owned by GRANTOR or Master Developer.

C. EFFECT OF ANNEXATION. Upon any such annexation becoming effective, the property subject thereto shall become and constitute a part of WESTLAKE-DEANE HOMES, and the ASSOCIATION shall have and shall accept and exercise jurisdiction over such property as a part thereof.

D. LAND CLASSIFICATION AND USE. The declaration referred to in Paragraph A above, may, with respect to all or any part of the property described in said declaration, provide for any or all of the following:

- (1) Such new land classifications not then

provided for in Section 3.01 hereof, and such covenants, conditions and restrictions with respect to the use thereof, as the declarant therein may deem to be appropriate for the development of such property;

- (2) With respect to the land classifications then provided for in Section 3.01, such additional or different covenants, conditions and restrictions with respect to the use thereof as the declarant therein may deem to be appropriate for the development of such property.

E. LIMITATION ON NEW USES AND RESTRICTIONS. In exercising the authority granted in Paragraph D above, the declarant therein shall not impose any new land use classifications or new covenants, conditions and restrictions which are not generally in consonance with existing uses and restrictions applicable to WESTLAKE-DEANE HOMES.

F. INCLUSION OF NEW RESTRICTIONS. The WESTLAKE-DEANE RESTRICTIONS as applicable to such annexed property shall be deemed to include any and all additions and modifications thereto authorized by Subparagraphs D(1) and D(2) above and set forth in said declaration.

SECTION 2.03 ANNEXATION OF ADDITIONAL REAL PROPERTY
BY OTHERS

Real property partially and wholly owned by persons other than GRANTOR or Master Developer may be annexed to and become a part of WESTLAKE-DEANE HOMES pursuant to the provisions of this Section.

A. ANNEXATION PROCEDURE. The annexation of any such property shall become effective in accordance with the following procedure:

- (1) All persons owning a fee simple interest in the property proposed to be annexed shall execute and acknowledge an offer of annexation: (a) describing the subject property, (b) offering annexation, (c) consenting to the application of the WESTLAKE-DEANE RESTRICTIONS to said property, (d) declaring that said offer of annexation shall be irrevocable for a period of ninety days from the date thereof, (e) showing the land use classifications to be applicable to said property (including a map, plat or adequate written description thereof), (f) setting forth in a declaration attached to the offer such additional or different covenants, conditions and restrictions and land use classifications, if any, which shall be applicable to said property upon annexation and (g) containing such additional information as the BOARD may prescribe. Said offer shall be addressed to the BOARD and shall be presented with the annexation fee prescribed by it which shall not exceed the sum of \$500.
- (2) Within fifteen days after receipt of any such application for annexation, the BOARD shall call a special meeting of the ASSOCIATION to hear and consider the

application for annexation. The OWNERS shall be notified in writing of the date chosen for the meeting which shall not be sooner than fifteen days after the date of the notice. Such notice shall also be sent to the persons who executed the application for annexation. At such special meeting, the BOARD shall hear and consider the views of any OWNER or other interested person.

- (3) After hearing the views of all interested parties and considering the application for annexation, the BOARD shall consider the proposal and, in its absolute discretion, make its determination upon the basis of the compatibility of the proposed annexation with the other portions of WESTLAKE-DEANE HOMES, the potential effect upon existing recreational facilities of use by members in the proposed annexation area, the additions to the budget of the ASSOCIATION required to service the additional area in comparison with the revenues which could be raised by assessment thereof, the compatibility of the restrictions proposed for the annexation area with the development which has occurred in WESTLAKE, and such other matters as the BOARD may deem proper. The action of the BOARD shall be by majority vote.

- (4) In the event the BOARD approves the proposed annexation, the matter shall be voted upon

by the OWNERS (not including persons who executed the application for annexation). The election shall be held within thirty days after the special meeting, and at least ten days' notice thereof shall be given to the OWNERS. A majority of the OWNERS voting in said election shall be sufficient to approve the annexation. In the event the BOARD disapproves of the proposed annexation, the offer shall be deemed withdrawn and shall be of no further effect.

- (5) Upon the conclusion of any such election, the BOARD shall give written notice of the results thereof to all OWNERS and to all persons who executed the offer of annexation. If a majority of OWNERS voting in said election votes against the annexation, the proposed annexation shall be deemed defeated and no portion of the property involved therein shall be made the subject of any subsequent annexation application for a period of one year from the date of such election. If a majority votes in favor of the annexation, the BOARD shall record a certificate setting forth the results of the election together with the original offer of annexation. Upon recordation of said documents, the annexation shall become effective.

B. EFFECT OF ANNEXATION. Upon any such annexation

areas restricted to Single Family Residential Use. Lots within such areas shall be for the exclusive use and benefit of the OWNERS thereof, subject, however, to all of the following limitations and restrictions:

SECTION 2.04. PRESUMPTION OF VALID ANNEXATION

As to any person who in good faith acts or refrains from acting in reliance upon the apparent annexation of property pursuant to Sections 2.02 or 2.03, as evidenced by the declarations or other documents recorded thereunder, it shall be conclusively presumed that all of the requirements of Sections 2.02 and 2.03 have been complied with and that such property is properly annexed to WESTLAKE-DEANE HOMES.

ARTICLE III

LAND CLASSIFICATIONS, PERMITTED USES AND RESTRICTIONS

SECTION 3.01. LAND CLASSIFICATIONS

All land within WESTLAKE-DEANE HOMES is divided into the following classifications:

- A. Single Family Areas
- B. Common Areas
- C. Recreational Areas

The classifications for the land described in Exhibit A are set forth on Exhibit D which is attached hereto and incorporated herein by this reference. When property is annexed to WESTLAKE-DEANE HOMES, the use classifications thereof shall be established by the annexation declaration covering said property.

SECTION 3.02 SINGLE FAMILY AREAS: PERMITTED USES AND RESTRICTIONS

Single Family Areas shall consist of lots and other

areas restricted to Single Family Residential Use. Lots with such areas shall be for the exclusive use and benefit of the OWNERS thereof, subject, however, to all of the following limitations and restrictions:

A. SINGLE FAMILY USE. Each lot within Single Family Areas shall be improved and used exclusively for single family residential purposes. No gainful occupation, professional trade or other non-residential use shall be conducted on any lot or in any building. Nothing herein shall be deemed to prevent the leasing of any lot from time to time by the OWNER thereof subject to all of the provisions of the WESTLAKE-DEANE RESTRICTIONS.

B. ANIMALS. No animals or fowl, other than a reasonable number of generally recognized house or yard pets, shall be maintained on any lot within Single Family Areas and then only if they are kept, bred or raised thereon solely as household pets and not for commercial purposes. No animal or fowl shall be allowed to make an unreasonable amount of noise or otherwise to become a nuisance. No structure for the care, housing or confinement of any animal or bird shall be maintained so as to be Visible From Neighboring Property. Upon the request of any OWNER the BOARD shall determine, in its sole discretion, whether for the purposes of this Paragraph a particular animal or fowl shall be considered to be a house or yard pet, a nuisance, or whether the number of animals or fowl on any lot is reasonable.

C. ANTENNAS. No antenna for transmission or reception of television signals or any other form of electromagnetic radiation shall be erected, used or maintained outdoors, whether attached to a building or structure or otherwise.

D. UTILITY SERVICE. No lines, wires or other devices for the communication or transmission of electric current or power, including telephone, television and radio signals, shall be constructed, placed or maintained anywhere in or upon any lot unless the same shall be contained in conduits or cables constructed, placed and maintained underground or concealed in, under or on buildings or other approved structures. Nothing herein shall be deemed to forbid the erection and use of temporary power or telephone services incident to the construction of approved buildings.

E. IMPROVEMENTS AND ALTERATIONS. No improvements, excavation or other work which in any way alters the exterior appearance of any lot or the improvements located thereon from its natural or improved state existing on the date such lot was first conveyed in fee by GRANTOR to an OWNER or annexed to WESTLAKE-DEANE HOMES, whichever is later, shall be made or done without the prior approval of the ARCHITECTURAL COMMITTEE given pursuant to the terms of Section 3.03 hereof, except as specifically authorized herein.

F. TEMPORARY OCCUPANCY. No trailer, basement of any incomplete building, tent, shack, garage or barn, and no temporary building or structure of any kind shall be used at any time for a residence either temporary or permanent. Temporary buildings or structures used during the construction of a dwelling shall be removed immediately after the completion of construction.

G. TRAILERS, BOATS AND MOTOR VEHICLES. No mobile home, trailer of any kind, permanent tent, or similar structure, and no truck camper or boat, shall be kept, placed, maintained,

constructed, reconstructed or repaired, nor shall any motor vehicle be constructed, reconstructed or repaired, upon any lot or street within any Single Family Area in such a manner as will be Visible From Neighboring Property; provided, however, that the provisions of this Paragraph shall not apply to emergency vehicle repairs or temporary construction shelters or facilities maintained during, and used exclusively in connection with, the construction of any work or improvement approved by the ARCHITECTURAL COMMITTEE.

H. MAINTENANCE OF LAWNS AND PLANTINGS. Each OWNER shall keep all shrubs, trees, grass and plantings of every kind on his lot, including set back areas and planted areas between adjacent sidewalks and the street curb, if any, neatly trimmed, property cultivated and free of trash, weeds and other unsightly material. The requirements of this Paragraph are subject to the provisions of Paragraph R, MAINTENANCE OF INDIGENOUS OAKS. The ASSOCIATION shall have the right at any time to plant, replace, maintain and cultivate trees or shrubs on each lot within an area bounded by the line represented on the tract map by a dashed line adjacent to any dedicated street and a line drawn toward the interior of such lot and parallel to and six feet distant from such dashed line. No OWNER shall remove, alter, injure or interfere in any way with any tree or shrub placed in such area by GRANTOR or the ASSOCIATION without the written consent of the ASSOCIATION having first been obtained. The ASSOCIATION or its authorized agents shall have the right to enter upon any lot at any reasonable time for the purpose of planting, replacing, maintaining or cultivating such trees or shrubs and shall not be liable for trespass for so doing.

I. NUISANCES. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any lot, and no odors shall be permitted to arise therefrom, so as to render any lot or portion thereof unsanitary, unsightly, offensive or detrimental to any of the property in the vicinity thereof or to the occupants thereof. No nuisance shall be permitted to exist or operate upon any lot so as to be offensive or detrimental to any property in the vicinity thereof or to its occupants. Without limiting any of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on a Single Family Area lot.

J. REPAIR OF BUILDINGS. No building or structure upon any lot shall be permitted to fall into disrepair, and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

K. TRASH CONTAINERS AND COLLECTION. All garbage and trash shall be placed and kept in covered containers of a type and style which shall be approved by the BOARD. In no event shall such containers be maintained so as to be Visible From Neighboring Property except to make the same available for collection and then only the shortest time reasonably necessary to effect such collection.

L. CLOTHES DRYING FACILITIES. Outside clotheslines or other outside clothes drying or airing facilities shall be maintained exclusively within a fenced service yard or otherwise concealed and shall not be Visible From Neighboring Property.

M. SIDEWALK ENCROACHMENTS. No tree, shrub or planting of any kind shall be allowed to overhang or otherwise to encroach upon any sidewalk or other pedestrian way from ground level to a height of ten feet without the prior approval of the ARCHITECTURAL COMMITTEE obtained pursuant to Section 3.03 hereof.

N. RIGHT OF ENTRY. During reasonable hours GRANTOR, any member of the ARCHITECTURAL COMMITTEE or any member of the BOARD, or any authorized representative of any of them, shall have the right to enter upon and inspect any building, site, lot or parcel and the improvements thereon for the purpose of ascertaining whether or not the provisions of the WESTLAKE-DEANE RESTRICTIONS have been or are being complied with, and such persons shall not be deemed guilty of trespass by reason of such entry.

O. MINERAL EXPLORATION. No property within Single Family Areas shall be used in any manner to explore for or to remove any water, oil or other hydrocarbons, minerals of any kind, gravel, earth or any earth substance of any kind.

P. MACHINERY AND EQUIPMENT. No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any lot within Single Family Areas except such machinery or equipment as is usual and customary in connection with the use, maintenance or construction of a private residence or appurtenant structures in WESTLAKE-DEANE HOMES.

Q. REMOVAL OF TREES. In order that the natural beauty of WESTLAKE may be preserved, no living tree having a height of six feet or more shall be destroyed or removed from

any lot in Single Family Areas after the transfer of such lot or parcel by GRANTOR to an OWNER or the annexation thereof into WESTLAKE-DEANE HOMES, whichever occurs later, without the express written consent of the ARCHITECTURAL COMMITTEE. In the event of a violation of this Paragraph, the BOARD shall cause such tree to be replaced with another tree. The OWNER of such lot shall reimburse the ASSOCIATION for all expenses incurred by it in performing its obligations under this Paragraph; provided, however, that with respect to the replacement of any tree the OWNER shall not be obligated to pay an amount in excess of the expenses which would have been incurred by the ASSOCIATION had it elected to replace the destroyed or removed tree with a tree similar in type or size.

R. MAINTENANCE OF INDIGENOUS OAKS. One of the most appealing natural features of WESTLAKE is the profusion of oak trees indigenous to the area. The preservation of these trees presents certain problems when their natural environment is altered from open pasture land to a cultivated residential community. To provide for a uniform method of cultivation and maintenance, the BOARD shall make provisions for maintenance service to be rendered to OWNERS whose lots contain one or more indigenous oak trees (*Quercus lobata*) on such terms and in such manner as the BOARD in its judgment deems appropriate. All OWNERS shall share pro rata the expense of such maintenance assessment levied pursuant to Section 6.02 hereof.

S. DISEASES AND INSECTS. No OWNER shall permit any thing or condition to exist upon his lot which shall induce, breed or harbor infectious plant diseases or noxious insects.

T. RESTRICTION ON FURTHER SUBDIVISION. No lot in Single Family Areas shall be further subdivided nor shall any

less than all of any such lot be conveyed or any easement or other interest given therein without the prior written approval of the ARCHITECTURAL COMMITTEE.

U. SETBACK LIMITATION. Where residences with two-story walls with windows are constructed on adjacent lots, the wall of one such residence may be situated up to within six feet from the lot line between the residences so long as the facing two-story wall is located at least twenty feet away. No structure other than a patio or similar improvement shall be constructed in said twenty-foot separation.

V. SIGNS. No signs whatsoever (including but not limited to commercial, political and similar signs) which are Visible From Neighboring Property shall be erected or maintained on any lot within Single Family Areas except:

- (1) Such signs as may be required by legal proceedings;
- (2) Residential identification signs of a combined total face area of seventy-two square inches or less for each lot;
- (3) During the time of construction of any residence or other improvement, one job identification sign not larger than eighteen by twenty-four inches in height and width and having a face area not larger than three square feet; and
- (4) A "for sale" or "for rent" sign, reasonable in appearance, and of a type and size similar to other signs commonly used in Southern California to advertise individual parcels of residential real property. The face area of such signs shall not exceed six square feet.

W. GRANTOR'S OR MASTER DEVELOPER'S EXEMPTION. Nothing contained in the WESTLAKE-DEANE RESTRICTIONS shall be construed to prevent the erection or maintenance by GRANTOR or Master Developer, or their duly authorized agents, of structures or signs necessary or convenient to the development, sale, operation or other disposition of property within Single Family Areas. This exemption shall terminate two years after 95% of single family lots in WESTLAKE-DEANE HOMES have been sold and conveyed to Public Purchasers.

SECTION .3.03 SINGLE FAMILY AREAS: CONSTRUCTION AND ALTERATION OF IMPROVEMENTS

A. APPLICATION FOR APPROVAL OF IMPROVEMENTS. Any OWNER, except the GRANTOR or Master Developer and their designated agents, proposing to perform any work of any kind whatever which requires the prior approval of the ARCHITECTURAL COMMITTEE pursuant to Section 3.02, shall apply to such COMMITTEE for approval by notifying the ARCHITECTURAL COMMITTEE of the nature of the proposed work, said notification to be delivered with the following information in duplicate or as directed by the ARCHITECTURAL COMMITTEE:

- (1) A plot plan of the lot showing the location of all existing and proposed improvements;
- (2) Floor plans;
- (3) Drawings showing all elevations;
- (4) A description of exterior materials and color with color samples if required by the ARCHITECTURAL COMMITTEE; and
- (5) The OWNER'S proposed construction schedule.

The ARCHITECTURAL COMMITTEE may require that the application for approval in connection with any improvement to be constructed be

accompanied by an inspection fee in an amount not to exceed \$100.

B. LIMITATION ON GRANTOR'S OR MASTER DEVELOPER'S EXEMPTION. The exemption of GRANTOR or Master Developer and their designated agents from the requirements of Paragraph A above and the remaining provisions of Section 3.03 shall terminate two years after 95% of the single family lots within WESTLAKE-DEANE HOMES have been sold and conveyed to Public Purchasers.

C. BASIS FOR APPROVAL OF IMPROVEMENTS. The ARCHITECTURAL COMMITTEE shall grant the requested approval only if:

- (1) The OWNER shall have strictly complied with the provisions of Paragraph A above;
- (2) The ARCHITECTURAL COMMITTEE finds that the plans and specifications conform to the WESTLAKE-DEANE RESTRICTIONS, particularly to the requirements and restrictions of this section, and to the ARCHITECTURAL COMMITTEE RULES in effect at the time such plans were submitted to it; and
- (3) The members of the ARCHITECTURAL COMMITTEE, in their sole discretion, find that the proposed improvement would be compatible with the standards of WESTLAKE-DEANE HOMES and the purposes of the WESTLAKE-DEANE RESTRICTIONS as to quality of workmanship and materials, as to harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation.

D. FORM OF APPROVAL. All approvals given under Paragraph C shall be in writing; provided, however, that any request for approval which has not been rejected within thirty days from the date of submission thereof to the ARCHITECTURAL COMMITTEE shall be deemed approved. One set of plans as finally approved shall be retained by the ARCHITECTURAL COMMITTEE as a permanent record.

E. PROCEEDING WITH WORK. Upon receipt of approval from the ARCHITECTURAL COMMITTEE pursuant to Paragraphs C or D above, the OWNER shall, as soon as practicable, satisfy all conditions thereof and diligently proceed with the commencement and completion of all construction, reconstruction, refinishing, alterations and excavations pursuant to said approval, said commencement to be, in all cases, within one year from the date of such approval. If the OWNER shall fail to comply with this Paragraph, any approval given pursuant to Paragraphs C or D above shall be deemed revoked unless the ARCHITECTURAL COMMITTEE, upon written request of the OWNER made prior to the expiration of said one year period, extends the time for such commencement. No such extension shall be granted except upon a finding by the ARCHITECTURAL COMMITTEE that there has been no change in the circumstances upon which the original approval was granted.

F. FAILURE TO COMPLETE WORK. The OWNER shall in any event complete the construction, reconstruction, refinishing, or alteration of any such improvement within one year after commencing construction thereof, except and for so long as such completion is rendered impossible or would result in great hardship to the OWNER due to strikes, fires, national emergencies, natural calamities or other supervening forces beyond the control of the OWNER or his agents. If the OWNER fails to comply with this

Paragraph, the ARCHITECTURAL COMMITTEE shall notify the ASSOCIATION of such failure, and the ASSOCIATION shall proceed in accordance with the provisions of Paragraph G below as though the failure to complete the improvement were a non-compliance with approved plans.

G. INSPECTION OF WORK. Inspection of work and correction of defects therein shall proceed as follows:

- (1) Upon the completion of any construction or reconstruction or the alteration or refinishing of the exterior of any improvement, or upon the completion of any other work for which approved plans are required under this Article, the OWNER shall give written notice thereof to the ARCHITECTURAL COMMITTEE.
- (2) Within sixty days thereafter the ARCHITECTURAL COMMITTEE, or its duly authorized representative, may inspect such improvement to determine whether it was constructed, reconstructed, altered or refinished in substantial compliance with the approved plans. If the ARCHITECTURAL COMMITTEE finds that such construction, reconstruction, alteration or refinishing was not done in substantial compliance with the approved plans, it shall notify the OWNER in writing of such non-compliance within such sixty day period, specifying the particulars of non-compliance, and shall require the OWNER to remedy such non-compliance.
- (3) If upon the expiration of thirty days from the date of such notification, the OWNER

shall have failed to remedy such non-compliance, the ARCHITECTURAL COMMITTEE shall notify the ASSOCIATION in writing of such failure. The ASSOCIATION shall then set a date on which a hearing before the BOARD shall be held regarding the alleged non-compliance. The hearing date shall be not more than thirty days nor less than fifteen days after notice of non-compliance is given to the ASSOCIATION by the ARCHITECTURAL COMMITTEE. Notice of the hearing date shall be given at least ten days in advance thereof by the ASSOCIATION to the OWNER, the ARCHITECTURAL COMMITTEE and, in the discretion of the BOARD, to any other interested party.

- (4) . At the hearing the OWNER, the ARCHITECTURAL COMMITTEE and, in the BOARD'S discretion, any other interested person may present information relevant to the question of the alleged non-compliance. After considering all such information the BOARD shall determine whether there is a non-compliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a non-compliance exists, the BOARD shall require the OWNER to remedy or remove the same within a period of not more than forty-five days from the date of the BOARD ruling. If the OWNER does not comply with the BOARD ruling within such period or within any extension of

such period as the BOARD, in its discretion, may grant, the ASSOCIATION, at its option, may either remove the non-complying improvement or remedy the non-compliance, and the OWNER shall reimburse the ASSOCIATION for all expenses incurred in connection therewith upon demand. If such expenses are not promptly repaid by the OWNER to the ASSOCIATION, the BOARD shall levy a reimbursement assessment against such Owner pursuant to Section 6.03 hereof.

- (5) If for any reason the ARCHITECTURAL COMMITTEE fails to notify the OWNER of any non-compliance within sixty days after receipt of said notice of completion from the OWNER, the improvement shall be deemed to be in accordance with said approved plans.

H. APPLICATION FOR PRELIMINARY APPROVAL. Any OWNER proposing to construct improvements requiring the prior approval of the ARCHITECTURAL COMMITTEE may apply to the COMMITTEE for preliminary approval by submission of preliminary drawings of the proposed improvements in accordance with the ARCHITECTURAL COMMITTEE RULES. The purpose of the preliminary approval procedure is to allow an OWNER proposing to make substantial improvements an opportunity to obtain guidance concerning design considerations before expending substantial sums for plans and other exhibits required to apply for final approval. Applications for preliminary approval shall be considered and disposed of as follows:

- (1) Within thirty days after proper application for preliminary approval, the ARCHITECTURAL

COMMITTEE shall consider and act upon such request. The ARCHITECTURAL COMMITTEE shall grant the approval only if the proposed improvement, to the extent its nature and characteristics are shown by the application, would be entitled to a final approval on the basis of a full and complete application. Failure of the ARCHITECTURAL COMMITTEE to act within said thirty days period shall constitute an approval. In granting or denying approval, the ARCHITECTURAL COMMITTEE may give the applicant such directions concerning the form and substance of the final application for approval as it may deem proper or desirable for the guidance of the applicant.

(2) Any preliminary approval granted by the ARCHITECTURAL COMMITTEE shall be effective for a period of ninety days from the date of the issuance thereof. During said period, any application for final approval which consists of proposed improvements in accordance with the provisions of the preliminary approval, and is otherwise acceptable under the terms of the WESTLAKE-DEANE RESTRICTIONS, shall be approved by the ARCHITECTURAL COMMITTEE.

(3) In no event shall any preliminary approval be deemed to be an approval authorizing construction of the subject improvements.

SECTION 3.04 COMMON AREAS AND RECREATIONAL AREAS:
PERMITTED USES, CONSTRUCTION AND ALTERATION
OF IMPROVEMENTS

As provided in this DECLARATION, Common Areas and Recreational Areas may be annexed to WESTLAKE-DEANE HOMES, or an interest in such areas may be conveyed, leased or otherwise transferred to the ASSOCIATION. In the event of such annexation or transfer, Common Areas and Recreational Areas shall be held, maintained and used to meet the recreational interests of OWNERS or to enhance their enjoyment of the natural environment of WESTLAKE and for no other purpose. No improvement, excavation or work which in any way alters any Common Area or Recreational Area from its natural or existing state on the date such Area was transferred to or came under the jurisdiction of the ASSOCIATION shall be made or done except upon strict compliance with, and within the restrictions and limitations of, the following provisions of this Section.

A. LIMITATION ON CONSTRUCTION. No person other than the ASSOCIATION or its duly authorized agents shall construct, reconstruct, refinish, alter or maintain any improvement upon, or shall make or create any excavation or fill upon, or shall change the natural or existing drainage of, or shall destroy or remove any tree, shrub or other vegetation from any Common Area or Recreational Area.

B. APPLICATION FOR APPROVAL. Except to the extent otherwise provided in Paragraph D below, if the ASSOCIATION proposes to construct, reconstruct, refinish or alter the exterior of any improvement located or to be located upon any Common Areas or Recreational Areas, or if the ASSOCIATION proposes:

to make or create any excavation or fill, to change the natural or existing drainage of surface waters, or to remove any trees, shrubs, or ground cover upon any Common Areas or Recreational Areas, the ASSOCIATION shall submit to the ARCHITECTURAL COMMITTEE for approval two sets of final plans and specifications for any such work in such form and containing such information as the ARCHITECTURAL COMMITTEE may require. The ARCHITECTURAL COMMITTEE shall approve the plans and specifications submitted to it pursuant to this Paragraph only if the following conditions have been satisfied:

- (1) If the plans are to construct any new improvement (including any alteration of the exterior appearance of any existing improvement) upon any Common Area or Recreational Area, the ARCHITECTURAL COMMITTEE must find that such improvement is desirable in order to provide or improve access to or enhance the use and enjoyment of such area, or is desirable to protect, support or preserve any property which constitutes a part of WESTLAKE-DEANE HOMES.
- (2) The ARCHITECTURAL COMMITTEE must also find that the proposed work will not be detrimental to or incompatible with the ideals and purposes of WESTLAKE.

C. METHOD OF APPROVAL. All such approvals shall be in writing. Plans which have been neither approved nor rejected within thirty days from the date of submission thereof to the ARCHITECTURAL COMMITTEE shall be deemed approved. One set of plans, as finally approved, shall be retained by the ARCHITECTURAL COMMITTEE as a permanent record.

D. MAINTENANCE BY ASSOCIATION. The ASSOCIATION may at any time as to any Common Area or Recreational Area conveyed, leased or transferred to it or placed under its jurisdiction:

- (1) Reconstruct, replace or refinish any improvement or portion thereof upon any such area (to the extent that such work is not done by a governmental entity, if any, responsible for the maintenance and upkeep of such area), in accordance with (a) the last plans thereof approved by the ARCHITECTURAL COMMITTEE pursuant to Paragraph C above, (b) the plans filed by GRANTOR or Master Developer with the ARCHITECTURAL COMMITTEE pursuant to Paragraph E below, or (c) if neither of the foregoing clauses is applicable and if such improvement existed upon such area when it was transferred to or placed under the jurisdiction of the ASSOCIATION, then in accordance with the original design, finish or standard of construction of such improvement when such area was transferred to the ASSOCIATION;
- (2) Construct, reconstruct, replace or refinish any road improvement or surface upon any portion of such area used as a road, driveway or parking area;
- (3) Replace injured and diseased trees or other vegetation in any such area, and plant trees, shrubs and ground cover to the extent that the ASSOCIATION deems necessary for the

conservation of water and soil and for
aesthetic purposes; and

- (4) Place and maintain upon any such area such
signs as the ASSOCIATION may deem appropriate
for the proper identification, use and
regulation thereof.

E. GRANTOR'S OR MASTER DEVELOPER'S PLANS AND SPECIFICATIONS. GRANTOR or Master Developer shall from time to time file with the ARCHITECTURAL COMMITTEE such plans and specifications as they may have in their possession for the purpose of maintaining a permanent record of improvements constructed on any Common Areas or Recreational Areas.

ARTICLE IV

ARCHITECTURAL COMMITTEE

SECTION 4.01 ORGANIZATION, POWER OF APPOINTMENT AND REMOVAL OF MEMBERS

There shall be an ARCHITECTURAL COMMITTEE, organized
as follows:

A. COMMITTEE COMPOSITION. The ARCHITECTURAL COMMITTEE shall consist of three persons. At least one shall be an architect who shall be designated the architect member. No other COMMITTEE member shall be required to meet any qualifications for membership. However, of the regular and alternate members not more than two shall at the same time be members of the BOARD.

B. ALTERNATE MEMBERS. There shall also be one alternate architect member and one alternate general member who may be designated by the COMMITTEE to act as substitutes for

their counterparts in the event of absence or disability.

C. MEMBERS DESIGNATED. The following persons are hereby designated as the initial members of the ARCHITECTURAL COMMITTEE:

1. WILLIAM BRAY, Architect member
2. GEORGE McLEAN, General member
3. GAIL FRAMPTON, General member
4. WILLIAM L. RUDOLPH, Alternate architect member
5. R. W. TATUM, Alternate general member.

D. TERMS OF OFFICE. Unless the members have resigned or been removed, their terms of office shall be as follows:

1. The term of member #1 shall expire
December 31, 1968;
2. The term of member #2 shall expire
December 31, 1969;
3. The term of member #3 shall expire
December 31, 1970;
4. The term of the alternate members
shall expire December 31, 1970.

Thereafter the terms of all ARCHITECTURAL COMMITTEE members appointed shall be three years. Any new member appointed to replace a member who has resigned or been removed shall serve such member's unexpired term. Members who have resigned, been removed or whose terms have expired may be reappointed; however, no person shall serve as a member of the ARCHITECTURAL COMMITTEE, either regular or alternate, for a period in excess of six years in any ten year period.

E. APPOINTMENT AND REMOVAL. Until such time as GRANTOR owns less than 10% of the property within WESTLAKE-DEANE HOMES, the right to appoint and remove all members and alternate

members of the ARCHITECTURAL COMMITTEE shall be and is hereby vested solely in GRANTOR unless prior to said time GRANTOR records a declaration waiving its rights hereunder. When GRANTOR waives or no longer has the right to appoint and remove the members of the COMMITTEE, said right shall be vested solely in the BOARD acting on behalf of the ASSOCIATION; provided, however, that no member or alternate member may be removed from the ARCHITECTURAL COMMITTEE except by the vote or written consent of four-fifths of all of the members of the BOARD. Exercise of the right of appointment and removal, as set forth herein, shall be evidenced by the recording of a declaration identifying each new COMMITTEE member or alternate member appointed and each member or alternate member replaced or removed from the ARCHITECTURAL COMMITTEE.

F. RESIGNATIONS. Any member or alternate member of the ARCHITECTURAL COMMITTEE may at any time resign from the COMMITTEE upon written notice delivered to GRANTOR or to the BOARD, whichever then has the right to appoint members.

G. VACANCIES. Vacancies on the ARCHITECTURAL COMMITTEE, however caused, shall be filled by the GRANTOR or the BOARD, whichever then has the power to appoint members.

SECTION 4.02 DUTIES

It shall be the duty of the ARCHITECTURAL COMMITTEE to consider and act upon such proposals or plans submitted to it pursuant to the terms hereof, to adopt ARCHITECTURAL COMMITTEE RULES, to perform other duties delegated to it by the ASSOCIATION, and to carry out all other duties imposed upon it by the WESTLAKE-DEANE RESTRICTIONS.

SECTION 4.03 MEETINGS AND COMPENSATION

The ARCHITECTURAL COMMITTEE shall meet from time to time as necessary properly to perform its duties hereunder. The vote or written consent of any two members shall constitute an act by the COMMITTEE unless the unanimous decision of its members is otherwise required by the WESTLAKE-DEANE RESTRICTIONS. The COMMITTEE shall keep and maintain a record of all actions taken by it at such meetings or otherwise. Members of the ARCHITECTURAL COMMITTEE shall receive such compensation for services rendered as may be fixed by the BOARD; provided, however, that no BOARD member who is also a member of the ARCHITECTURAL COMMITTEE shall participate in determining such compensation. All members shall be entitled to reimbursement for reasonable expenses incurred by them in the performance of any ARCHITECTURAL COMMITTEE function.

SECTION 4.04 ARCHITECTURAL COMMITTEE RULES

The ARCHITECTURAL COMMITTEE may, from time to time and in its sole discretion, adopt, amend and repeal, by unanimous vote, rules and regulations, to be known as "ARCHITECTURAL COMMITTEE RULES". Said RULES shall interpret and implement the provisions hereof by setting forth the standards and procedures for ARCHITECTURAL COMMITTEE review and the guidelines for architectural design, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features which are recommended for use in WESTLAKE-DEANE HOMES.

SECTION 4.05 WAIVER

The approval by the ARCHITECTURAL COMMITTEE of any plans, drawings or specifications for any work done or proposed,

or for any other matter requiring the approval of the ARCHITECTURAL COMMITTEE under the WESTLAKE-DEANE RESTRICTIONS, shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specification or matter subsequently submitted for approval.

SECTION 4.06 ESTOPPEL CERTIFICATE

Within thirty days after written demand is delivered to the ARCHITECTURAL COMMITTEE by any OWNER, and upon payment to the ASSOCIATION of a reasonable fee (as fixed from time to time by the ASSOCIATION), the ARCHITECTURAL COMMITTEE shall record an estoppel certificate, executed by any two of its members, certifying (with respect to any lot of said OWNER) that as of the date thereof either (a) all improvements made and other work done upon or within said lot comply with the WESTLAKE-DEANE RESTRICTIONS, or (b) such improvements or work do not so comply in which event the certificate shall also identify the non-complying improvements or work and set forth with particularity the basis of such noncompliance. Any purchaser from the OWNER, or from anyone deriving any interest in said lot through him, shall be entitled to rely on said certificate with respect to the matters therein set forth, such matters being conclusive as between the ASSOCIATION, GRANTOR and all OWNERS and such persons deriving any interest through them.

SECTION 4.07 LIABILITY

Neither the ARCHITECTURAL COMMITTEE nor any member thereof shall be liable to the ASSOCIATION or to any OWNER for any damage, loss or prejudice suffered or claimed on account of (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective, (b) the construction

or performance of any work, whether or not pursuant to approved plans, drawings and specifications, (c) the development of any property within WESTLAKE-DEANE HOMES or (d) the execution and filing of an estoppel certificate pursuant to Section 4.06, whether or not the facts therein are correct; provided, however, that with respect to the liability of a member, such member has acted in good faith on the basis of such information as may be possessed by him. Without in any way limiting the generality of the foregoing, the ARCHITECTURAL COMMITTEE, or any member thereof, may, but is not required to, consult with or hear the views of the ASSOCIATION or any OWNER with respect to any plans, drawings, specifications, or any other proposal submitted to the ARCHITECTURAL COMMITTEE.

ARTICLE V

WESTLAKE-DEANE

PROPERTY OWNERS' ASSOCIATION

SECTION 5.01 ORGANIZATION AND MEMBERSHIP

A. THE ASSOCIATION. The ASSOCIATION is a nonprofit membership corporation charged with the duties and invested with the powers set forth herein. It was created by the ARTICLES, and its affairs shall be governed by the ARTICLES and BY-LAWS which shall not for any reason be amended or otherwise changed or interpreted so as to be inconsistent with the WESTLAKE-DEANE RESTRICTIONS.

B. SUCCESSOR ASSOCIATION. In the event that the ASSOCIATION as a corporate entity is dissolved, a nonprofit, unincorporated association shall forthwith and without further action or notice be formed and succeed to all the rights and duties of the ASSOCIATION hereunder. The affairs of said unincorporated association shall be governed by the laws of the

State of California and, to the extent not inconsistent therewith, by the ARTICLES and BY-LAWS as if they were created for the purpose of governing the affairs of an unincorporated association.

SECTION 5.02 MEMBERSHIP

A. OWNER MEMBERS. Each OWNER, by virtue of being an OWNER and for so long as he is an OWNER, shall be a member of the ASSOCIATION, or, in the event of its dissolution, a member of the unincorporated association succeeding to the ASSOCIATION, as provided in Paragraph B of Section 5.01. The membership of an OWNER shall not be transferred, pledged or alienated in any way except upon transfer of title to the OWNER'S lot and then only to the transferee of title to such lot. Any attempt to make a prohibited transfer is void.

B. MEMBER'S RIGHTS AND DUTIES. The rights, duties, privileges and obligations of an OWNER as a member of the ASSOCIATION, or its succeeding unincorporated association, shall be those set forth in, and shall be exercised and imposed in accordance with, the provisions of the WESTLAKE-DEANE RESTRICTIONS, the ARTICLES and the BY-LAWS.

C. RIGHTS UPON DISSOLUTION. In the event of the dissolution of the ASSOCIATION and the formation of an unincorporated association, as provided in Paragraph B of Section 5.01, each member of the unincorporated association shall have an underlying beneficial interest in all of the ASSOCIATION'S property transferred to or for the account or benefit of said unincorporated association, such interest being in direct proportion to the number of lots owned by such member; provided, however, that there shall be no judicial partition of such property, or

any part thereof, nor shall any such member or other person acquiring any interest in said property, or any part thereof, seek judicial partition, the right to do so being expressly waived.

SECTION 5.03 . VOTING

A. NUMBER OF VOTES. In ASSOCIATION voting, there shall be one vote for each lot regardless of the number of OWNERS having an interest therein.

B. JOINT OWNER DISPUTES. The vote for each lot must be cast as a unit, and fractional votes shall not be allowed. In the event that joint OWNERS are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any OWNER or OWNERS cast a vote representing a certain lot, it will thereafter be conclusively presumed for all purposes that he or they were acting with the authority and consent of any other OWNERS of the same lot.

C. CUMULATIVE VOTING. Every OWNER entitled to vote at any election of the members of the BOARD may cumulate his votes and give one candidate, or divide among the candidates, a number of votes equal to the number of lots owned by the OWNER multiplied by the number of directors to be elected.

D. TRANSFER OF VOTING RIGHT. The right to vote may not be severed or separated from the lot ownership to which it is appurtenant, and any sale, transfer or conveyance of such lot to a new OWNER or OWNERS shall operate to transfer the appurtenant vote without the requirement of any express reference thereto.

SECTION 5.04 DUTIES OF THE ASSOCIATION

The ASSOCIATION shall have the obligation and duty, subject to and in accordance with the WESTLAKE-DEANE RESTRICTIONS, to do and perform the following for the benefit of the OWNERS and for the maintenance and improvement of WESTLAKE-DEANE HOMES.

A. ANNEXED PROPERTY. To accept as part of WESTLAKE-DEANE HOMES all property annexed thereto and to accept all OWNERS as members of the ASSOCIATION.

B. COMMON AND RECREATIONAL AREAS. To accept all Common Areas and Recreational Areas or any undivided interest therein conveyed, leased or otherwise transferred to it by GRANTOR, Master Developer or by any other person or organization pursuant to the terms of the WESTLAKE-DEANE RESTRICTIONS, whether or not such areas are within WESTLAKE-DEANE HOMES.

C. TITLE TO PROPERTY UPON DISSOLUTION. To convey, immediately prior to any dissolution of the ASSOCIATION as a corporate entity, all real property vested in it to Title Insurance and Trust Company, a corporation, or to its successor, or to any other independent corporate trustee, to hold such real property in trust for the benefit of the unincorporated association formed pursuant to Paragraph B of Section 5.01 and for the benefit of the OWNERS pursuant to the terms hereof and ARTICLES and BY-LAWS.

D. OPERATION OF COMMON AND RECREATIONAL AREAS. To operate and maintain, or provide for the operation and maintenance of, Common Areas and Recreational Areas, if any are conveyed, leased or otherwise transferred to it, and to keep all improvements of whatever kind and for whatever purpose from time to time located thereon in good order and repair.

2. ENTRY FOR MAINTENANCE PURPOSES. To enter upon and maintain, or provide for the maintenance of, any structure or improvement on any lot in the Single Family Area which is not maintained by the OWNER responsible therefor in accordance with the requirements of the WESTLAKE-DEANE RESTRICTIONS.

F. PAYMENT OF TAXES. To pay all real property taxes and assessments levied upon any property conveyed, leased or otherwise transferred to the ASSOCIATION, to the extent not assessed to the OWNERS. Such taxes and assessments may be contested or compromised by the ASSOCIATION; provided, however, that they are paid or a bond insuring the payment is posted prior to the sale or other disposition of any property to satisfy the payment of such taxes.

G. PUBLIC SERVICE. To contract for or provide (to the extent adequate services are not provided by a public authority) police and fire protection, refuse disposal, street light maintenance and such other services, facilities and maintenance of a public or quasi-public nature as may be deemed necessary or desirable for the effectuation of the purposes of the WESTLAKE-DEANE RESTRICTIONS. In connection with the provision of such facilities and services, the ASSOCIATION may contract with or assign its duties to any public authority, governmental body or special district.

H. INSURANCE. To obtain and maintain in force the following policies of insurance:

- (1) Fire and extended coverage insurance on all improvements under the control of the ASSOCIATION, the amount of such insurance to be not less than ninety percent of the aggregate full insurable value, meaning

- actual replacement value exclusive of the cost of excavations, foundations and footings
- (2) Bodily injury liability insurance, with limits of not less than \$200,000 per person and \$1,000,000 per occurrence, and property damage liability insurance with a deductible of not more than \$1,500 and a limit of not less than \$500,000 per accident, insuring against liability for bodily injury, death and property damage arising from the activities of the ASSOCIATION or with respect to property under its jurisdiction;
 - (3) Such faithful performance and fidelity bonds as are required to insure the ASSOCIATION against any loss from malfeasance or dishonesty of any employee or other person charged with the management or possession of any ASSOCIATION funds or other property; and
 - (4) Such other insurance, including indemnity and other bonds, as the ASSOCIATION shall deem necessary or expedient to carry out its functions as set forth in this DECLARATION, the ARTICLES and the BY-LAWS.

The liability insurance referred to above shall name as separately protected insureds GRANTOR, Master Developer, the ASSOCIATION, the BOARD, the ARCHITECTURAL COMMITTEE, and their representatives, members and employees, and the OWNERS (as a class), with respect to any liability arising out of the maintenance and use of any Common Areas or Recreational Areas if any are under the jurisdiction of the ASSOCIATION. Such policy or policies shall protect each of the insureds as if each were separately insured

under separate policies; provided, however, that such policy or policies shall not require the insurers to pay any amount in excess of the maximum limits stated therein. Every policy of insurance obtained by the ASSOCIATION, whether or not required to be obtained pursuant to the provisions of these RESTRICTIONS, shall expressly waive any and all rights of subrogation against GRANTOR, Master Developer or their representatives and employees, and all OWNERS.

I. RULE MAKING. To make, establish, promulgate, amend, and repeal the WESTLAKE-DEANE RULES as provided in Section 5.06.

J. ARCHITECTURAL COMMITTEE. To appoint and remove members of the ARCHITECTURAL COMMITTEE subject to the limitations of Section 4.01, and to insure that at all reasonable times there is available a duly constituted and appointed ARCHITECTURAL COMMITTEE.

K. ENFORCEMENT OF RESTRICTIONS AND RULES. To take such other action, whether or not expressly authorized by the WESTLAKE-DEANE RESTRICTIONS, as may be reasonably necessary to enforce the covenants, conditions and restrictions of the WESTLAKE-DEANE RESTRICTIONS, the WESTLAKE-DEANE RULES and the ARCHITECTURAL COMMITTEE RULES.

L. OTHER. To carry out the duties of the ASSOCIATION set forth in other sections of this DECLARATION, the ARTICLES and the BY-LAWS.

SECTION 5.05 POWERS AND AUTHORITY OF THE ASSOCIATION

The ASSOCIATION shall have all of the powers of a nonprofit corporation organized under the laws of the State of California in operating for the benefit of its members, subject

only to such limitations upon the exercise of such powers as are expressly set forth in the ARTICLES, the BY-LAWS and in the WESTLAKE-DEANE RESTRICTIONS. It shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the ASSOCIATION under and by virtue of said RESTRICTIONS, and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the ASSOCIATION or for the peace, health, comfort, safety or general welfare of the OWNERS, Without in any way limiting the generality of the foregoing, the ASSOCIATION shall have the power and authority at any time:

A. RECREATIONAL FEES. To charge such fees for the use of recreational facilities as the BOARD may deem necessary or desirable.

B. RIGHT OF ENTRY AND ENFORCEMENT. To enter upon any lot in Single Family Areas, without liability to any OWNER, for the purpose of enforcing any of the provisions of the WESTLAKE-DEANE RESTRICTIONS, or for the purpose of maintaining and repairing any such area if for any reason whatsoever the OWNER thereof fails to maintain and repair such area as required by said RESTRICTIONS. The ASSOCIATION shall also have the power and authority from time to time in its own name, on its own behalf or on behalf of any OWNER or OWNERS who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of the WESTLAKE-DEANE RESTRICTIONS and to enforce, by mandatory injunction or otherwise, all of the provisions of said RESTRICTIONS.

C. EASEMENTS AND RIGHTS OF WAY. To grant and convey to any third party easements, rights of way, parcels or strips of land, in, on, over or under any Common Area or Recreational Area

conveyed, leased or otherwise transferred to it or under its jurisdiction, for the purpose of constructing, erecting, operating or maintaining thereon, therein and thereunder (1) roads, streets, walks, driveways, parkways and park areas, (2) underground wires and conduits or other devices for the transmission of electricity for lighting, heating, power, telephone and other purposes, (3) public sewers, storm water drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes and (4) any similar public or quasi-public improvements or facilities.

D. EMPLOYMENT OF AGENTS. To employ the services of a manager or other employees to manage and carry out the affairs of the ASSOCIATION, and, to the extent not inconsistent with the laws of the State of California and upon such conditions as are otherwise deemed advisable by the ASSOCIATION, to delegate to the manager any of its powers.

SECTION 5.06 - THE WESTLAKE-DEANE RULES

A. RULEMAKING POWER. The ASSOCIATION may, from time to time and subject to the provisions of the WESTLAKE-DEANE RESTRICTIONS, adopt, amend and repeal rules and regulations to be known as the "WESTLAKE-DEANE RULES", governing, among other things use of any Common Areas or Recreational Areas under the jurisdiction of the ASSOCIATION. Said RULES may restrict and govern the use of Common Areas or Recreational Areas by any OWNER, by the family of such OWNER, or by any invitee, licensee or lessee of such OWNER; provided, however, that with respect to use of such Areas the RULES may not discriminate among OWNERS. Said RULES may also include parking restrictions and limitations, limitations upon vehicular travel, restrictions on the type or types of vehicles which may be permitted to use such Common or Recreational Areas and restrictions on the maintenance of landscaping or other

improvements on any property which obstruct the vision of motorists or which create a hazard for vehicular or pedestrian traffic.

B. RECORDATION OF RULES. A copy of the said RULES, as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each OWNER and may be recorded. Upon such recordation said RULES shall have the same force and effect as if they were set forth in and were a part of the WESTLAKE-DEANE RESTRICTIONS.

SECTION 5.07 LIABILITY OF MEMBERS OF BOARD

No member of the BOARD shall be personally liable to any OWNER or to any other person, including GRANTOR or Master Developer, for any error or omission of the ASSOCIATION, its representatives and employees, or the ARCHITECTURAL COMMITTEE, provided that such member has, upon the basis of such information as may be possessed by him, acted in good faith.

SECTION 5.08 AMENDMENT

The provisions of Sections 5.01, 5.02 and 5.03 shall not be amended without the vote or written consent of a four-fifths majority of all of the OWNERS.

ARTICLE VI

FUNDS AND ASSESSMENTS

SECTION 6.01 OPERATING FUND

There shall be an operating fund, into which the ASSOCIATION shall deposit all monies paid to it as

- A. , Operation and maintenance assessments;
- B. Special assessments;

C. Miscellaneous fees; and

D. Income and profits attributable to the operating fund,

and from which the ASSOCIATION shall make disbursements in performing the functions for which the foregoing assessments are levied.

SECTION 6.02 OPERATION AND MAINTENANCE ASSESSMENT

A. REGULAR ASSESSMENTS. At least thirty days prior to the commencement of each fiscal year the BOARD shall estimate the costs and expenses to be incurred by the ASSOCIATION during such fiscal year in performing its functions under the WESTLAKE-DEANE RESTRICTIONS (including a reasonable provision for contingencies and replacements), and shall subtract from such estimate an amount equal to the anticipated balance (exclusive of any reserves) in the operating fund at the start of such fiscal year which is attributable to operation and maintenance assessments for the fiscal year. The sum or net estimate so determined shall be assessed to the OWNERS as an operation and maintenance assessment by dividing the total estimate by the total number of single family residential lots in WESTLAKE-DEANE HOMES and assessing the resulting amount to the OWNER of each lot.

B. ADDITIONAL ASSESSMENTS. It at any time during any fiscal year the maintenance assessment proves inadequate for any reason, including nonpayment of any OWNER'S share thereof, the BOARD may levy a further assessment in the amount of such actual or estimated inadequacy, which amount shall be assessed to the OWNERS individually in the manner set forth in Paragraph A above.

C. LIMITATIONS ON REGULAR AND ADDITIONAL ASSESSMENTS.

The aggregate amount of all regular and additional

assessments levied for any fiscal year shall not, without first complying with the provisions of Paragraph D below, exceed the sum of the following:

- (1) \$240 (as such figure may be adjusted upward in direct proportion to any increase in the Cost of Living Index measured from January, 1967, to the January immediately preceding the start of the fiscal year involved) multiplied by the number of residential lots within WESTLAKE-DEANE HOMES at the time such assessment is made; plus
- (2) The aggregate amount of all additional maintenance assessments from time to time theretofore approved pursuant to the provisions of Paragraph D and which approvals have not by their terms expired.

D. APPROVAL OF EXTRAORDINARY ASSESSMENTS. No assessments which exceed the sum determined pursuant to Paragraph C above shall be levied unless the ASSOCIATION has approved such assessment by the unanimous action of the BOARD or by the vote or written consent of OWNERS owning not less than 51% of the residential lots then within WESTLAKE-DEANE HOMES. Such approval shall set forth the dollar amount by which the maintenance assessment may exceed the sum determined pursuant to Paragraph C above, and may by its terms be limited to a specified fiscal year or years.

E. PAYMENT OF ASSESSMENTS. Assessments shall be due and payable by the OWNERS to the ASSOCIATION during the fiscal year in equal monthly installments, on or before the first day of each month, or in such other manner as the ASSOCIATION shall designate.

SECTION 6.03 REIMBURSEMENT ASSESSMENT

The BOARD shall levy an assessment against any OWNER as a result of whose failure to comply with the WESTLAKE-DEANE RESTRICTIONS, the WESTLAKE-DEANE RULES or the ARCHITECTURAL COMMITTEE RULES, monies where expended from the operating fund by the ASSOCIATION in performing its functions under the WESTLAKE-DEANE RESTRICTIONS. Such assessments shall be for the purpose of reimbursing the ASSOCIATION, shall be limited to the amount so expended and shall be due and payable to the ASSOCIATION when levied.

SECTION 6.04 ENFORCEMENT OF ASSESSMENTS

Each assessment levied hereunder shall be a separate, distinct and personal debt and obligation of the OWNER or OWNER'S against whom the same is assessed. In the event of a default in payment of any such assessment and in addition to any other remedies herein or by law provided, the ASSOCIATION may enforce each such obligation by either or both of the following procedures:

A. ENFORCEMENT BY SUIT. The ASSOCIATION may bring a suit at law to enforce each such assessment obligation. Any judgment rendered in any such action shall include a sum for reasonable attorneys' fees in such amount as the Court may adjudge against the defaulting OWNER.

B. ENFORCEMENT BY LIEN. At any time within ninety days after the occurrence of any such default, the ASSOCIATION may make a demand for payment to the defaulting OWNER. Said demand shall state the date and amount of the delinquency. If such delinquency is not paid within ten days after delivery of such notice, the ASSOCIATION may elect to file a claim of lien

against the lot of such delinquent OWNER. Such claim of lien shall state:

- (1) The name of the delinquent OWNER;
- (2) The legal description and street address of the lot against which claim of lien is made;
- (3) The amount claimed to be due and owing (with any proper offset allowed);
- (4) That the claim of lien is made by the ASSOCIATION pursuant to the terms of the WESTLAKE-DEANE RESTRICTIONS; and
- (5) That a lien is claimed against the lot in an amount equal to the amount of the stated delinquency.

Upon recordation of a duly executed original or copy of such claim of lien by the Recorder of the County in which the lot is located, the lien claimed therein shall immediately attach and become effective subject only to the limitations hereinafter set forth. Each default shall constitute a separate basis for a claim of lien or a lien, but any number of defaults may be included within a single claim of lien. Any such lien may be foreclosed by appropriate action in court or in the manner provided by law for the foreclosure of a trust deed as set forth in Division III, Part 4, Title XIV, Chapter 2 of the Civil Code of the State of California, as the same may be amended. In the event such foreclosure is by action in court, reasonable attorneys' fees shall be allowed to the extent permitted by law. In the event the foreclosure is in the manner provided by law for foreclosure of a trust deed, under power of sale, the ASSOCIATION shall be entitled to actual expenses and such fees as may be allowed by law or as may be prevailing at the time the sale is conducted.

C. ASSESSMENT CERTIFICATE. A certificate executed under penalty of perjury by any two members of the BOARD and acknowledged shall be conclusive upon the ASSOCIATION and the OWNERS in favor of any and all persons who rely thereon in good faith as to the matters therein contained, and any OWNER shall be entitled to such a certificate setting forth the amount of any due and unpaid assessments with respect to his lot (or the fact that all assessments due are paid if such is the case) within ten days after demand therefor and upon payment of a reasonable fee not to exceed Ten Dollars.

D. AMENDMENTS. No amendment of this Section 6.04 shall be effective without the unanimous written consent of all of the OWNERS and their respective mortgagees or beneficiaries.

SECTION 6.05 SUBORDINATION TO TRUST DEEDS

A. SUBORDINATION. The liens created hereunder upon any lot shall be subject to and shall not affect the rights of the holder of an indebtedness made in good faith, for value and secured by a recorded trust deed upon such lot in favor of or for the benefit of an institutional lender (meaning a bank, insurance company or savings and loan or building and loan association), GRANTOR or any entity in which GRANTOR owns an interest. However, after the foreclosure of any such trust deed there may be a lien created pursuant to Section 6.04 on the interest of the purchaser at such foreclosure sale to secure all assessments hereunder assessed to such purchaser as an OWNER after the date of such foreclosure sale, which said lien shall have the same effect and be enforced in the same manner as provided herein.

B. AMENDMENT. No amendment to Section 6.05 A shall

affect the rights of the holder of any such trust deed recorded prior to recordation of such amendment who does not join in the execution thereof.

ARTICLE VII

MISCELLANEOUS PROVISIONS

SECTION 7.01 COMMON DRIVEWAY EASEMENTS

A. Certain of the lots shown on the recorded map of Tract 1967-1 require the use of driveway areas in common with other lots. Attached hereto marked Exhibit E is a description of each such common driveway area and a list of the lots which are to use each such area in common. It is hereby declared that the owner of each lot shown in Exhibit E, his successors and assigns, shall have the right to use the driveway area designated in said Exhibit for ingress, egress and incidental driveway purposes. The easements hereby created shall be perpetual and shall survive any termination of this DECLARATION. Further, such easements shall not be altered or affected by any modification or amendment of this DECLARATION unless the OWNERS of all of the lots which benefit from such easements approve said modification or amendment in writing.

B. Each OWNER who is entitled to the use of a driveway area in common with other OWNERS shall be jointly responsible with such other OWNERS for the care and maintenance of such common driveway area including the maintenance of all shrubbery, plantings and landscaping of every kind, and of all paved areas and structures of every kind within such area. If any common driveway area is not adequately and properly maintained it shall be the obligation of the ASSOCIATION to provide for the maintenance thereof. The cost of such maintenance shall be assessed to the

OWNERS of each of the lots who benefit from and are entitled to use each such area. Said assessments shall be determined, levied and paid pursuant to the assessment power of the ASSOCIATION as established by Sections 6.02 and 6.03 of this DECLARATION.

SECTION 7.02 AMENDMENT AND DURATION

A. AMENDMENT OR REPEAL. Except as otherwise expressly provided in this DECLARATION, the WESTLAKE-DEANE RESTRICTIONS may be amended or repealed at any time by complying with the following requirements:

- (1) The vote or written consent of a three-fifths majority of the BOARD approving the proposed amendment or repeal;
- (2) The recordation of a certificate of the Secretary or an Assistant Secretary of the ASSOCIATION setting forth in full the amendment or repeal and certifying that said amendment or repeal has been approved by a three-fifths majority of the BOARD;
- (3) The written consent of the OWNERS evidenced by the recordation of a written instrument setting forth in full said amendment or repeal and executed by OWNERS owning not less than three-fourths of the residential lots within WESTLAKE-DEANE HOMES; and
- (4) For a period of fifteen years from the date of this DECLARATION, the written consent of GRANTOR which may be evidenced by GRANTOR'S joining in the execution of the instrument required by Subparagraph (3) above.

B. DURATION OF RESTRICTIONS. The WESTLAKE-DEANE RESTRICTIONS shall continue and remain in full force and effect at all times with respect to all property included within WESTLAKE-DEANE HOMES, the OWNERS and the ASSOCIATION (subject, however, to the right to amend and repeal as provided in Paragraph A above), until January 1, 1990. However, unless within one year prior to January 1, 1990, an instrument directing the termination of the WESTLAKE-DEANE RESTRICTIONS is signed by OWNERS of not less than two-thirds of the residential lots and is recorded, the WESTLAKE-DEANE RESTRICTIONS, as in effect immediately prior to the expiration date, shall, subject to the provisions of Paragraph A above, continue in effect automatically for an additional period of ten years and thereafter for successive periods of ten years unless within one year prior to the expiration of any such period the WESTLAKE-DEANE RESTRICTIONS are terminated as set forth above in this Paragraph B.

SECTION 7.03 ENFORCEMENT AND NON-WAIVER

A. RIGHT OF ENFORCEMENT. Except as otherwise provided herein, GRANTOR, the ASSOCIATION or any OWNER or OWNERS shall have the right to enforce any and all of the covenants conditions and restrictions now or hereafter imposed by the WESTLAKE-DEANE RESTRICTIONS upon the OWNERS or upon any property within WESTLAKE-DEANE HOMES.

B. VIOLATIONS AND NUISANCE. Every act or omission whereby a covenant, condition or restriction of the WESTLAKE-DEANE RESTRICTIONS is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by GRANTOR, the ASSOCIATION or an OWNER or OWNERS. However, any other provision to the contrary notwithstanding, only

GRANTOR, the BOARD or their duly authorized agents may enforce by self-help any covenant, condition or restriction herein set forth.

C. VIOLATION OF LAW. Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any property within WESTLAKE-DEANE HOMES is hereby declared to be a violation of the WESTLAKE-DEANE RESTRICTIONS and subject to any or all of the enforcement procedures herein set forth.

D. REMEDIES CUMULATIVE. Each remedy provided by the WESTLAKE-DEANE RESTRICTIONS is cumulative and not exclusive.

E. NON-WAIVER. The failure to enforce the provisions of any covenant, condition or restriction contained in the WESTLAKE-DEANE RESTRICTIONS shall not constitute a waiver of any right to enforce any such provision or any other provisions of said RESTRICTIONS.

SECTION 7.04 TRANSFER OF COMMON OR RECREATIONAL AREAS

A. TRANSFER. At any time GRANTOR or Master Developer may convey, lease or otherwise transfer to the ASSOCIATION, and the ASSOCIATION must accept, Common Areas or Recreational Areas, subject to any or all of the following:

- (1) The lien of property taxes and assessments not delinquent;
- (2) Such easements and rights of way on, over or under all or any part thereof as may be reserved to GRANTOR or Master Developer or granted to any OWNER or other person;
- (3) Such easements and rights of way on, over or under all or any part thereof as may be

reserved to GRANTOR or Master Developer for maintenance or improvement of any Common Area or Recreational Area, or for maintenance or improvement of real property contiguous to such areas;

- (4) Such easements and rights of way on, over or under all or any part thereof as may be reserved to GRANTOR or Master Developer or granted to or for the benefit of any person, governmental entity, private or public corporation or other organization or any lot, for the purpose of constructing, erecting, operating and maintaining thereon, therein and thereunder, at that time or at any time in the future:
- (a) roads, streets, walks, driveways, parkways and park areas;
 - (b) underground wires, conduits and other necessary attachments for the transmission of electricity for lighting, heating, power, telephone, television and other purposes;
 - (c) public sewers, sewage disposal systems, storm water drains, land drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes and any and all equipment in connection therewith;
 - (d) any other public or quasi-public facility or improvement deemed by GRANTOR to be necessary or desirable for the comfort, convenience or safety of the

residents of WESTLAKE-DEANE HOMES.

- (5) The obligations imposed, directly or indirectly, by virtue of any statute, law, ordinance, resolution or regulation of the United States of America, the State of California or any other political subdivision or public organization having jurisdiction over such property; and
- (6) Any other lien, encumbrance (including deeds of trust) or defect of title of any kind whatsoever which would not materially prejudice the OWNERS in their use and enjoyment of such property.

B. COMMON AND RECREATIONAL AREAS PRIOR TO TRANSFER.

Prior to the time that any real property constituting a part of WESTLAKE-DEANE HOMES which is owned by GRANTOR and designated Common Area or Recreational Area is transferred to the ASSOCIATION by GRANTOR, GRANTOR shall be obligated to maintain such real property, and OWNERS shall have a license to use such property, but only to the extent that such obligation would exist and such use would be permitted if such property had been transferred to the ASSOCIATION.

SECTION 7.05 CONDEMNATION OF COMMON OR RECREATIONAL AREAS

If at any time all or any portion of any Common or Recreational Area, or any interest therein, be taken for any public or quasi-public use, under any statute, by right of eminent domain or by private purchase in lieu of eminent domain, the entire award in condemnation shall be paid to the holder or holders of the fee title to such area as their interests may appear. Any such award to the ASSOCIATION shall be deposited

into the operating fund. No OWNER shall be entitled to any portion of such award, and no OWNER shall be entitled to participate as a party, or otherwise, in any proceedings relating to such condemnation, such right of participation being herein reserved exclusively to the ASSOCIATION or other holder of the fee title which shall, in its name alone, represent the interests of all OWNERS to the extent such OWNERS have any interest.

SECTION 7.06 OBLIGATIONS OF OWNERS

No OWNER may avoid the burdens or obligations imposed on him by the WESTLAKE-DEANE RESTRICTIONS through non-use of any Common or Recreational Area or by abandonment of his lot. Upon the conveyance, sale, assignment or other transfer of a lot to a new OWNER, the transferring OWNER shall not be liable for any assessments levied with respect to such lot after the date of such transfer, and no person, after the termination of his status as an OWNER and prior to his again becoming an OWNER, shall incur any of the obligations or enjoy any of the benefits of an OWNER under the WESTLAKE-DEANE RESTRICTIONS.

SECTION 7.07 DELIVERY OF NOTICES AND DOCUMENTS

Any notice or other document relating to or required by the WESTLAKE-DEANE RESTRICTIONS may be delivered either personally or by mail. If by mail, it shall be deemed to have been delivered twenty-four hours after a copy of same has been deposited in the United States mail, postage prepaid addressed as follows: if to the ASSOCIATION, at P. O. Box 540, Westlake Village, California, 91360; if to the ARCHITECTURAL COMMITTEE, at P. O. Box 540, Westlake Village, California, 91360; if to an OWNER, to the address of any lot within WESTLAKE-DEANE HOMES owned, in whole or in part, by him; and if to GRANTOR or

Master Developer, at P. O. Box 540, Westlake Village, California, 91360; provided, however, that such address may be changed by the ASSOCIATION by recording a notice of change of address, and by an OWNER, the ARCHITECTURAL COMMITTEE or GRANTOR or Master Developer by notice in writing delivered to the ASSOCIATION.

SECTION 7.08 CONSTRUCTION AND SEVERABILITY; SINGULAR AND PLURAL; TITLES

A. RESTRICTIONS CONSTRUED TOGETHER: All of the covenants, conditions and restrictions of the WESTLAKE-DEANE RESTRICTIONS shall be liberally construed together to promote and effectuate the fundamental concepts of WESTLAKE, as set forth in the preamble of this DECLARATION.

B. RESTRICTIONS SEVERABLE. Notwithstanding the provisions of Paragraph A above, the covenants, conditions and restrictions of the WESTLAKE-DEANE RESTRICTIONS shall be deemed independent and severable, and the invalidity or partial invalidity or any provision or portion thereof shall not affect the validity or enforceability of any other provision.

C. SINGULAR INCLUDES PLURAL. The singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine or neuter shall each include the masculine, feminine and neuter, as the context requires.

D. CAPTIONS. All captions or titles used in the WESTLAKE DEANE RESTRICTIONS are intended solely for convenience of reference and shall not affect that which is

set forth in any of the terms or provisions of said RESTRICTIONS.

IN WITNESS WHEREOF, GRANTOR has executed this
DECLARATION the day and year first above written.

DEANE HOMES-WESTLAKE

By ENCINA DEVELOPMENT COMPANY,
a Corporation,

By _____

By _____

DEANE BROTHERS, INC.,
a Corporation

By _____

By _____

GRANTOR

Order No. 150403-249

When recorded return to:
Deane Homes - Westlake
P. O. Box 140
Westlake Village, California 91360
Attention: Mr. A. J. Blusson

53-179 11-27-61 94

RECORDED AT REQUEST OF
AT 10 MIN PAST 3:30 PM
CCL 10 1966

CERTIFICATE OF MEMORANDUM OF THE
WESTLAKE-DEANE RESTRICTIONS

APPROVAL BY BOARD OF DIRECTORS

The undersigned, being the duly elected and acting
Secretary of the Westlake-Deane Property Owners' Association,
does hereby certify that on January 10, 1963, the
following resolution was adopted by unanimous consent of the
Board of Directors of said Association, at a lawfully convened
meeting of said Board, and further certifies that the following
is a true and correct copy of said resolution as the same appears
in the Minutes of the Association:

"WHEREAS, DEANE-HOMES - WESTLAKE caused to
be recorded on July 8, 1960, in the Office of
the County Recorder of Ventura County, in Book
1330 beginning at page 132, a document entitled
'Declaration of Covenants, Conditions and
Restrictions for Westlake-Deane Homes,' said
document being referred to herein as the WESTLAKE-
DEANE RESTRICTIONS;

"WHEREAS, it has been brought to the attention
of the Board that numerous changes in the WESTLAKE-
DEANE RESTRICTIONS are necessary and desirable for
the purpose of clarifying rights and obligations
thereunder and correcting inadvertent errors; and

3361 05

"WHEREAS, the written consent and approval of at least three-fifths of the members of this Board is required by Section 7.02A(1) of the WESTLAKE-DEANE RESTRICTIONS for any such changes; now, therefore,

"IT IS HEREBY RESOLVED that this Board unanimously approves and adopts the following amendments to the WESTLAKE-DEANE RESTRICTIONS:

I. SECTION 1.02 of ARTICLE II is amended by deleting the first four lines thereof and substituting the following:

Master Developer or GRANTOR may at any time, pursuant to the provisions of this Section, annex to WESTLAKE-DEANE HOMES all or any part of any real property within the area substantially as shown on Tentative Tract Map 1967 (as approved by the City of Thousand Oaks) now owned or hereafter acquired by Master Developer or GRANTOR.

II. SECTION 7.04 of ARTICLE VII is amended by deleting the first four lines thereof and substituting the following:

A. TRANSFER. At any time GRANTOR or Master Developer may convey, lease or otherwise transfer to the ASSOCIATION, and the ASSOCIATION must accept, Common Areas or Recreational Areas within the area substantially as shown on Tentative Tract Map 1967 (as approved by the City of Thousand Oaks) subject to any or all of the following:

III. EXHIBIT E, Page 2 is amended by deleting the EASEMENT AREA description for Lots 230, 231, 232 and 233

3351 Nov 96

and substituting the following description in place thereof: "The north-easterly 115 feet of each the south-easterly 20 feet of Lot 231 and the north-easterly 20 feet of Lot 232."

IV. A new section numbered 7.G) is added to ARTICLE VII as follows:

"SECTION 7.G) DRAINAGE EASEMENTS.

A. The owner of each lot in the following list, his successors and assigns, shall have a perpetual easement for drainage and related purposes over the area described below:

<u>Lot No.</u>	<u>Drainage Easement Area</u>
161	The south-easterly 80 feet of the north-easterly two feet of Lot 160.
177	The north-westerly 80 feet of the north-easterly two feet of Lot 178.
181	The north-westerly 80 feet of the north-easterly two feet of Lot 182.
186	The south-easterly 80 feet of the north-easterly two feet of Lot 185.
190	The south-easterly 80 feet of the north-easterly two feet of Lot 189.
209	The north-westerly 80 feet of the north-easterly two feet of Lot 210.
213	The north-westerly 80 feet of the north-easterly two feet of Lot 216.
231	The south-westerly 80 feet of the north-westerly two feet of Lot 232.

All of said lots are part of Tract 1767-1 as per map recorded in Book 49, Pages 67 through 76, inclusive, of maps, in the office of the County Recorder of Ventura

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County, California.

8. The covenants hereby created shall be perpetual and shall survive any termination of this DECLARATION."

Except as amended, said DECLARATION shall remain in full force and effect.

WESTLAKE-DEANE PROPERTY OWNERS' ASSOCIATION

[Signature]
Secretary

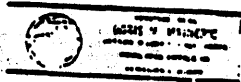
STATE OF CALIFORNIA

COUNTY OF Ventura

ss.

On September 19 1968, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Jimmy D. Johnson, known to me to be the duly elected and acting Secretary of Westlake-Deane Property Owners' Association, and acknowledged to me that he executed the within Instrument.

WITNESS my hand and official seal.



[Signature]
Notary Public in and for
said County and State
JAMES M. MARSHALL
My Commission Expires Dec. 31, 1970

When recorded return to:

VILLAGE HOMES PROPERTY
OWNERS ASSOCIATION
c/o DAHL-DAVIS MANAGEMENT COMPANY
30941 AGOURA ROAD
SUITE 112
WESTLAKE VILLAGE, CALIFORNIA 91361

CERTIFICATE OF FOURTH AMENDMENT
TO DECLARATION OF COVENANTS AND RESTRICTIONS
FOR WESTLAKE-DEAN HOMES

This Fourth Amendment to Declaration of Covenants, Conditions, and Restrictions for WESTLAKE-DEAN HOMES recorded July 8, 1968 in Book 3330, Page 532 through Page 616 of Official Records of Ventura County, California is made as of the day of , 1980, by WESTLAKE-DEAN PROPERTY OWNERS ASSOCIATION, a non-profit California corporation also known as VILLAGE HOMES PROPERTY OWNERS ASSOCIATION (hereinafter referred to as "ASSOCIATION").

This Certificate has been approved by the owners whose signatures are set forth in Exhibit A and certified with respect to the following facts:

1. On June 17, 1968, DEAN HOMES-WESTLAKE, a joint venture composed of Encina Development Company ("Encina"), a Delaware corporation and Dean Brothers, Inc., ("Dean"), a California corporation (which joint venture is hereinafter referred to as

"Declarant") was the owner of Lots 1 through 246, inclusive, and Lots 248 through 258, inclusive, of Tract 1967-1, Ventura County, California, as per Map recorded in Book 49, Pages 67-76, inclusive, Parcel Maps in the Office of the County Recorder of Ventura County, California.

2. On July 8, 1968, Declarant recorded against the property described in Paragraph 1 above a Declaration of Covenants, Conditions and Restrictions for WESTLAKE-DEAN HOMES together with Exhibit A describing the property subject to WESTLAKE-DEAN restrictions, Exhibit B, Articles of Incorporation of WESTLAKE-DEAN PROPERTY OWNERS' ASSOCIATION, and Exhibit C, By-Laws of WESTLAKE-DEAN PROPERTY OWNERS' ASSOCIATION as Instrument No. 34220, in Book 3330, Pages 532-616, inclusive, of the Official Records of Ventura County, California (hereinafter referred to as the "Declaration").

3. From time to time thereafter, Declarant or its assigns, recorded in the Official Records of Ventura County various amendments to the Declaration (hereinafter referred to as the "Declaration as amended") which amendments were recorded as follows:

<u>Date Recorded</u>	<u>Instrument Nos.</u>	<u>Book</u>	<u>Page</u>
October 10, 1968	53479	3381	94
October 25, 1968	56697	3389	283
March 25, 1969	14768	3460	561
January 9, 1970	1421	3606	420

4. On March 17, 1969, Encina transferred its interest as a declarant to American-Hawaiian Steamship Company, ("American") a New Jersey corporation, by Instrument No. 13212, recorded in Book 3457, Page 77 in Official Records of Ventura County. On August 8, 1969, American transferred its interest as a declarant to Westlake Village, ("Westlake") a partnership, by Instrument No. 41720, recorded in Book 3530, Page 495 in the Official Records of Ventura County. On January 3, 1973, Westlake recorded an Instrument in Book 4058, Page 553 of the Official Records of Ventura County, California a Designation of Successor Declarant with respect to the Declaration, as amended, which designated the Prudential Insurance Company of America, a New Jersey corporation ("Prudential") as the successor-in-interest to the Declarant, and as Successor Declarant pursuant to the provisions of Article I of the Declaration, as amended.

5. On December 31, 1975, Prudential recorded as Instrument No. 95741, in Book 4518, Page 232 of the Official Records of the Recorder of Ventura County, California, an Assignment of Grantor's Rights and Designation of Successor Grantor under Declaration of Covenants, Conditions and Restrictions (hereinafter referred to as the "Assignment") which designated Hollyfed, Inc., as Successor Declarant and Successor Grantor pursuant to the provisions of Article I of the Declaration, as amended, with respect to the property described in Exhibit "A" attached hereto.

6. On August 26, 1976, Successor Declarant, Hollyfed, Inc., caused to be recorded in Book 4658, Pages 659-663 a notice that the Declaration, as amended, was and is imposed on Lots 11 through 51, inclusive, Lots 69 through 77, inclusive, and Lot 162 in Tract No. 2173 in the City of Thousand Oaks, County of Ventura, State of California, as per Map recorded in Book 65, Pages 90-100, inclusive, of Maps, in the Office of the County Recorder of said county.

7. On January 25, 1977, Successor Declarant, Hollyfed, Inc., caused to be recorded in Book 4757, Pages 760-764 a notice that the Declaration, as amended, was and is imposed on real property known as Lots 107 through 112, inclusive, in Tract No. 2173 in the City of Thousand Oaks, County of Ventura, State of California, as per Map recorded in Book 65, Pages 90-100, inclusive, of Maps, in the Office of the County Recorder of said county.

WHEREAS, the Association desires to amend Exhibit C, BY-LAWS OF WESTLAKE-DEAN PROPERTY OWNERS' ASSOCIATION, of said Declaration as set forth herein:

NOW, THEREFORE, the following sections of the aforesaid By-Laws are amended as follows:

"Section 2.3C. The presence at any meeting of members constituting one-third (1/3) of the total votes in the Association shall constitute a quorum.

Section 3.2C. At the 1980 Annual Meeting the members of the Association shall elect two directors for a term of two years and three directors for a term of one year. After the 1980 Annual Meeting, directors shall be elected, at each subsequent Annual Meeting, as required to replace those directors whose terms expire at said Annual Meeting, to serve for a term of one year or until their respective successors are elected, or until their death, resignation or removal, whichever is earlier. Any director may resign at any time by giving written notice to the president, or secretary, and any person may be removed from a directorship by vote of the members; provided, however, that unless the entire Board is removed, an individual director shall not be removed if the numbers of votes cast against his removal exceeds 20% of the total votes cast."

WE HEREBY CERTIFY THIS TO BE A
TRUE COPY OF THE ORIGINAL

ST. PAUL TITLE COMPANY

BY: John L. Dunn

1-11-71 REC-3600 420

RECORDED AT REQUEST OF
ST. PAUL TITLE CO.
AT 1:11 PM, JAN 11, 1971
JAN 11 - 1971

When recorded mail to

Westlake Villages
Post Office Box 240
Westlake Villages, California 91360
Attention: Mr. J. M. Bowman

1-11-71

DECLARATION OF ANNEXATION

PURSUANT TO SECTION 2.57

OF THE WESTLAKE-DEANE RESTRICTIONS

THIS DECLARATION is made on December 31, 1969 by (SAMP H-2465-
WESTLAKE, a joint venture, composed of WESTLAKE VILLAGE, a partnership, successor
in interest to ENCINA DEVELOPMENT COMPANY, and DEANE MCINTOSH, INC., a
California corporation, as owner of the real property in the County of Ventura, State of
California, described in Exhibit A which is attached hereto and incorporated herein by
reference.

1. DECLARANT is the GRANTEE of the real property in Tract 1967-1
in Ventura County, California, which is subject to the DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR WESTLAKE-DEANE HOMES, known as the
WESTLAKE-DEANE RESTRICTIONS, executed June 17, 1968, and recorded July 8, 1968,
in Book 3333, beginning at page 332, of the Official Records of Ventura County, California.

2. By virtue of this DECLARATION, the real property described in Exhibit
A is annexed to and shall be held subject to the WESTLAKE-DEANE RESTRICTIONS.

DECLARANT further declares that the real property described in Exhibit A is and shall be
held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved
subject to said WESTLAKE-DEANE RESTRICTIONS.

3. The land use classifications for the real property described in Exhibit
A are set forth in Exhibit B which is attached hereto and incorporated herein by reference.

100-3606 pg 42

4. DECLARANT has complied with Paragraph 2 of Section 2.12 of said WESTLAKE-DEANE RESTRICTIONS concerning the limitation upon the maintenance agreement. The estimated maintenance agreement does not exceed the limit set forth in Paragraph C of Section 6.02 of said WESTLAKE-DEANE RESTRICTIONS.

IN WITNESS WHEREOF, GRANTOR has executed this DECLARATION the day and year first above written.

DEANE HOANES-WESTLAKE,
a joint venture

By: WESTLAKE VILLAGE, a partnership

By: AMERICAN-WESTERN STEAMSHIP
COMPANY, General Partner

By: L. C. Seal

By: DEANE TROPHIES, INC., a
California corporation

Donald J. Seal

Y. L. P. Seal

EXH. 36116 INC 423

EXHIBIT A

PROPERTY DESCRIPTION

The real property which is hereby made subject to the
WESTLAK-DEANE RESTRICTIONS is described as follows:

Lot 229 through 344, inclusive,
of Tract 1967-2 as per map
recorded in Book 51, Pages 1
through 11, inclusive, of Maps,
in the office of the County Recorder
of Ventura County, California.

DECLARATION OF AMENDATION

December 31, 1969

4059-659

EXHIBIT "A"

LEGAL DESCRIPTION

Lots 90 through 100, inclusive; 113 through 117, inclusive,
144 through 161, inclusive; 163 through 165, inclusive; and
168 through 172, inclusive in Tract 1175 in the City of Thousand
Oaks, County of Ventura, State of California, as per Map recorded
in Book 65, Pages 90 to 100, inclusive, of Maps, in the Office
of the County Recorder of said County.

(50)

BOOK 3606 PAGE 424

EXHIBIT B

USE CLASSIFICATION

The real property described in Exhibit A is hereby classified
for the following uses:

<u>Lot Number</u>	<u>Use Classification</u>
259 through 322	Single family residential
323	School site
324	Park site
325 through 344	Common area

DECLARATION OF ANNEXATION
December 31, 1967

4658 - 659

77109

RECORDING REQUESTED BY
WHEN RECORDED RETURN TO:

RECORDED AT REQUEST OF
AT 2:00 P.M. LAST (AUG 26 1976)
AUG 26 1976

PL 101 - 725

Hollyfed, Inc.
1717 North Highland Avenue
Hollywood, California 90028

NOTICE OF COVENANTS, CONDITIONS AND RESTRICTIONS
(TRACT NO. 2173)

THIS NOTICE is made on this 23 day of August, 1976,
by Hollyfed, Inc., a California corporation ("Successor Declarant")
pursuant to the following circumstances:

A. On June 17, 1968, Deane Homes-Westlake, a joint
venture composed of Encian Development Company, ("Encian") a
Delaware corporation and Deane Brothers, Inc., ("Deane") a
California corporation (which joint venture is hereinafter
referred to as "Declarant") was the owner of lots 1 through 146,
inclusive, and 148 through 158, inclusive, of Tract 1967-1,
Ventura, California, as per map recorded in Book 49, pages 67-76,
inclusive, of Parcel Maps in the Office of the County Recorder
of Ventura County, California.

B. On July 8, 1968, Declarant recorded against the
property described in Paragraph A above a Declaration of Covenants,
Conditions and Restrictions for Westlake-Deane Homes (a portion
of Westlake) as Instrument No. 34220, in Book 1330, Pages 532
through 616, inclusive, of the Official Records of Ventura County,
California (hereinafter referred to as the "Declaration").

3642 - R

C. From time to time thereafter, Declarant or its assigns, recorded in the Official Records of Ventura County various amendments to the Declaration (hereinafter referred to as the "Declaration as amended") which amendments were recorded as follows:

<u>Date Recorded</u>	<u>Instrument Nos.</u>	<u>Book</u>	<u>Page</u>
October 18, 1968	33479	3381	94
October 25, 1968	34687	3389	283
March 25, 1969	14788	3460	361
January 9, 1970	1421	3406	420

D. On March 17, 1969, Encina transferred its interest as a declarant to American-Hawaiian Steamship Company, ("American") a New Jersey corporation, by Instrument No. 13212, recorded in Book 3457, Page 77 in the Official Records of Ventura County. On August 8, 1969, American transferred its interest as a declarant to Westlake Village ("Westlake") a partnership, by Instrument No. 41729, recorded in Book 3530, Page 495 in the Official Records of Ventura County. On January 3, 1973, Westlake recorded an instrument in Book 4054, Page 553 of the Official Records of Ventura County, California, a designation of Successor Declarant with respect to the Declaration, as amended, which designated the Prudential Insurance Company of America, a New Jersey corporation ("Prudential") as the successor-in-interest to the Declarant, and as Successor Declarant pursuant to the provisions of Article I of the Declaration, as amended.

E. On December 31, 1975, Prudential recorded an instrument No. 95741, in Book 4518, Page 232 of the Official Records of the Recorder of Ventura County, California, an Assignment of Grantor's Rights and Designation of Successor Grantor under Declaration of Covenants, Conditions and Restrictions (hereinafter referred to as the "Assignment") which designated Hollyfed, Inc., as Successor

4658 661

Declarant and Successor Grantor pursuant to the provisions of Article I of the Declaration, as amended, with respect to the property described in Exhibit "A" attached hereto.

F. Pursuant to Article II, Section 1.02 of the Declaration, as amended, Successor Declarant desires to impose the provisions of the Declaration, as amended, upon the lots in Tract 2173 more particularly described on Exhibit "A", attached hereto and incorporated herein by this reference.

NOW, THEREFORE, Successor Declarant hereby declares that pursuant to Section 1.02, Article II of the Declaration, as amended, that certain real property more particularly described on Exhibit "A", attached hereto and incorporated herein by this reference, is made subject to all of the terms, covenants, conditions, and provisions, of the Declaration, as amended, provided, however, that the foregoing annexation shall be deemed effective upon the first sale as evidenced by a recorded deed to a public purchaser (as defined in the Declaration, as amended) of any lot described in Exhibit "A" attached hereto.

IN WITNESS WHEREOF, the undersigned, being the Successor Declarant herein, has executed this instrument on the date and year first above written.

HOLLYFED, INC.

(SEAL)

By Thomas W. Z. Mont
Thomas W. Z. Mont, Vice President

By Archie P. Torrance
Archie P. Torrance, Secretary

4658 663

EXHIBIT "A"

LEGAL DESCRIPTION

Lots 11 through 51 inclusive, 69 through 77 inclusive, and Lot 162
in Tract 2173 in the City of Thousand Oaks, County of Ventura, State
of California, as per Map recorded in Book 65, Pages 90 to 100,
inclusive, of Maps, in the Office of the County Recorder of said
County.

307017-7L8

8094

4757 760

RECORDED AT REQUEST OF
THE DEPT. OF REVENUE
JAN 23 1977

RECORDING REQUESTED BY
WHEN RECORDED RETURN TO:

Hollyfed, Inc.
1717 North Highland Avenue
Hollywood, California 90028

NOTICE OF COVENANTS, CONDITIONS AND RESTRICTIONS
(TRACT NO. 21731)

THIS NOTICE is made on this 14th day of January, 1977,
by Hollyfed, Inc., a California corporation ("Successor Declarant")
pursuant to the following circumstances:

A. On June 17, 1966, Deane Homes-Vestlake, a joint
venture composed of Encina Development Company, ("Encina") a
Delaware corporation and Deane Brothers, Inc., ("Deane") a
California corporation (which joint venture is hereinafter
referred to as "Declarant") was the owner of lots 1 through 146,
inclusive, and 148 through 238, inclusive, of Tract 1967-1,
Ventura, California, as per map recorded in Book 46, Pages 67-76,
inclusive, of Patent Maps in the Office of the County Recorder
of Ventura County, California.

B. On July 8, 1966, Declarant recorded against the
property described in Paragraph A above a Declaration of Covenants,
Conditions and Restrictions for Vestlake-Deane Homes (a portion
of Vestlake) as Instrument No. 14220, in Book 1330, Pages 332
through 418, inclusive, of the Official Records of Ventura County,
California (hereinafter referred to as the "Declaration").

4757-762

(hereinafter referred to as the "Assignment") which designated Hollyfed, Inc., as Successor Declarant and Successor Grantor pursuant to the provisions of Article I of the Declaration, as amended, with respect to the property described in Exhibit "A" attached hereto.

P. Pursuant to Article II, Section 2.02 of the Declaration, as amended, Successor Declarant desires to impose the provisions of the Declaration, as amended, upon the lots in Tract 2273 more particularly described on Exhibit "A", attached hereto and incorporated herein by this reference.

NOW, THEREFORE, Successor Declarant hereby declares that pursuant to Section 2.02, Article II of the Declaration, as amended, that certain real property more particularly described on Exhibit "A", attached hereto and incorporated herein by this reference, is now subject to all of the terms, covenants, conditions, and provisions, of the Declaration, as amended, provided, however, that the foregoing annexation shall be deemed effective upon the first sale as evidenced by a recorded deed to a public purchaser (as defined in the Declaration, as amended) of any lot described in Exhibit "A" attached hereto.

IN WITNESS WHEREOF, the undersigned, being the Successor Declarant herein, has executed this instrument on the date and year first above written.

(SEAL)

HOLLYFED, INC.

By Donald E. Adams
Donald E. Adams, Vice President

By Louis Lafourcade
Louis Lafourcade, Secretary

4757 75

EXHIBIT "A"

LEGAL DESCRIPTION

Lots 107 through 112, inclusive, in Tract 1173 in the City of
Thousand Oaks, County of Ventura, State of California, as per
Map recorded in Book 43, Pages 98 to 100, inclusive, of Maps.
in the Office of the County Recorder of said County.

4757 763

EXHIBIT "A"

LEGAL DESCRIPTION

Lots 107 through 112, inclusive in Tract 1173 in the City of
Thousand Oaks, County of Ventura, State of California, as per
Map recorded in Book 41, Pages 96 to 100, inclusive, of Maps.
in the Office of the County Recorder of said County.

4757 763

EXHIBIT "A"

LEGAL DESCRIPTION

Lots 107 through 112, inclusive in Tract 1173 in the City of Thousand Oaks, County of Ventura, State of California, as per Map recorded in Book 45, Pages 96 to 100, inclusive, of Maps, in the Office of the County Recorder of said County.

14768

BOOK 3460 PAGE 561

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

MAR 25 1969

Ret: TITLE INSURANCE & TRUST CO.

THIRD CERTIFICATE OF AMENDMENT OF THE
WESTLAKE-DEANE RESTRICTIONS

FEE \$ 6.80-7.

APPROVAL BY BOARD OF DIRECTORS

The undersigned, being the duly elected and acting Secretary of the Westlake-Deane Property Owners' Association, does hereby certify that on DECEMBER 31, 1968, the following resolution was adopted by unanimous consent of the Board of Directors of said Association, at a lawfully convened meeting of said Board, and further certifies that the following is a true and correct copy of said resolution as the same appears in the Minutes of the Association:

"WHEREAS, DEANE-HOMES - WESTLAKE caused to be recorded on July 8, 1968, in the Office of the County Recorder of Ventura County, in Book 3330 beginning at page 532, a document entitled 'Declaration of Covenants, Conditions and Restrictions for Westlake-Deane Homes,' said document being referred to herein as the WESTLAKE-DEANE RESTRICTIONS;

"WHEREAS, it has been brought to the attention of the Board that certain changes in the WESTLAKE-DEANE RESTRICTIONS are necessary and desirable for the purpose of clarifying rights and obligations thereunder; and

"WHEREAS, the written consent and approval of at least three-fifths of the members of this Board are required by Section 7.02A(1) of the WESTLAKE-DEANE RESTRICTIONS for any such changes, now, therefore,

BOOK 3460 PAGE 562

"IT IS HEREBY RESOLVED that this Board unanimously approves and adopts the following amendments to the WESTLAKE-DEANE RESTRICTIONS:

SECTION 7.01 is amended by deleting subsection B thereof and substituting in its place the following:

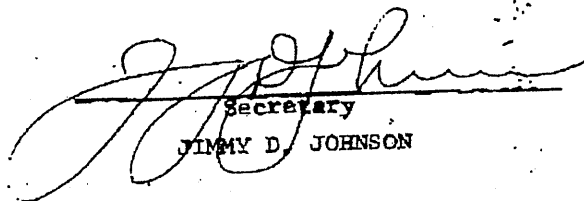
"B. Each OWNER who is entitled to the use of a driveway area in common with other owners shall be jointly responsible with such other owners for the care and maintenance of such common driveway area (and all areas lying between the lot line and/or street right-of-way line of any such lots and any fence or walk erected by the GRANTOR in connection with the original development of Westlake-Deane Homes) including the maintenance of all shrubbery, plantings and landscaping of every kind; and of all paved areas and structures of every kind within such area. If any common driveway area (and/or any area lying between the lot line and/or street right-of-way line of any such lot and any fence or wall erected by the GRANTOR in connection with the original development of Westlake-Deane Homes) is not adequately and properly maintained it shall be the obligation of the Association to provide for the maintenance thereof. The cost of such maintenance shall be assessed to the owners of each of the lots who benefit from and are entitled to use each such area. Said assessment shall be determined, levied and paid pursuant to the assessment power of the Association as

BOOK 3460 PAGE 563

established by Sections 6.02 and 6.03 of this Declaration."

Except as amended, said DECLARATION as previously amended shall remain in full force and effect.

WESTLAKE-DEANE PROPERTY
OWNERS' ASSOCIATION

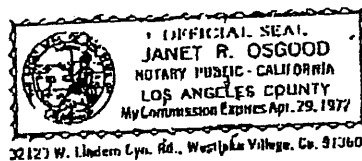

Secretary
JIMMY D. JOHNSON


STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

ss.

On FEBRUARY 20, 1969, before me, the undersigned, a Notary Public in and for said County and State personally appeared JIMMY D. JOHNSON, known to me to be the duly elected and acting Secretary of Westlake-Deane Property Owners' Association, and acknowledged to me that he executed the within instrument.

WITNESS my hand and official seal.



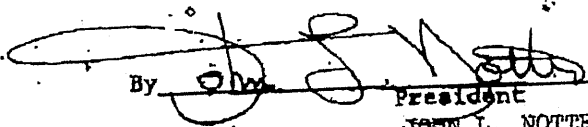

Notary Public in and for
said County and State

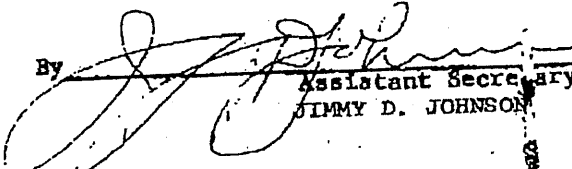
BOOK 3460 PAGE 564

CONSENT OF OWNERS

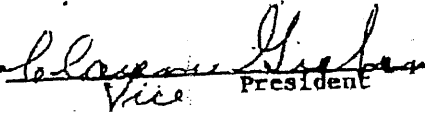
Pursuant to Section 7.02A(3) of the Declaration of Covenants, Conditions and Restrictions for Westlake-Deane Homes the undersigned, being the owners of more than 3/4ths of the lots within Westlake-Deane Homes, hereby consent in writing to the amendment of the WESTLAKE-DEANE RESTRICTIONS as set forth in the resolution adopted by the Board of Directors of the WESTLAKE-DEANE PROPERTY OWNERS' ASSOCIATION, a copy of which appears in the Certificate of Amendment of the WESTLAKE-DEANE RESTRICTIONS.

DEANE HOMES-WESTLAKE
By ENCINA DEVELOPMENT COMPANY,
a corporation,

By  President
JOHN L. NOTTER

By  Assistant Secretary
JIMMY D. JOHNSON

DEANE BROTHERS, INC.,
a corporation,

By  Vice President

By  Assistant Secretary

STATE OF CALIFORNIA

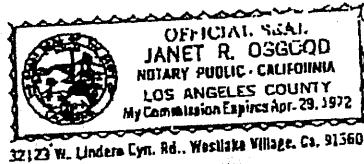
COUNTY OF LOS ANGELES

56.

On DECEMBER 31, 1968, before me, the undersigned, a Notary Public in and for said State, personally appeared

BOOK 3460 PAGE 565

JOHN L. NOTTER, known to me to be the President and
JIMMY D. JOHNSON, known to me to be the Assistant
 Secretary of ENCINA DEVELOPMENT COMPANY, the corporation that
 executed the within instrument, known to me to be the persons who
 executed the within instrument on behalf of ENCINA DEVELOPMENT
 COMPANY, the corporation named therein, 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.



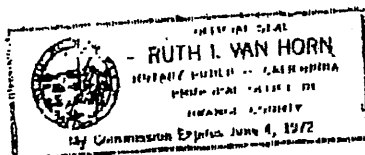
Janet R. Osgood
 Notary Public in and for
 said County and State

STATE OF CALIFORNIA
 COUNTY OF ORANGE

ss.

On MARCH 20, 1969, before me, the under-
 signed, a Notary Public in and for said state, personally appeared
CLARENCE GRAHAM, JR., known to me to be the ^{Vice} President and
M. H. KEESLING, known to me to be the Assistant
 Secretary of DEANE BROTHERS, INC., the corporation that executed
 the within instrument, known to me to be the persons who executed
 the within instrument on behalf of DEANE BROTHERS, INC., the
 corporation named therein, 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.



Ruth I. Van Horn
 Notary Public in and for
 said County and State

BOOK 3460 PAGE 566

CONSENT OF GRANTOR

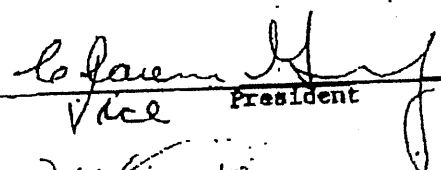
Pursuant to Section 7.02A(4) of the Declaration of Covenants, Conditions and Restrictions for Westlake-Deane Homes, the undersigned, being the GRANTOR therein, hereby joins in and consents to the amendment of the WESTLAKE-DEANE RESTRICTIONS as set forth in the resolution adopted by the Board of Directors of the WESTLAKE-DEANE PROPERTY OWNERS' ASSOCIATION, a copy of which appears in the Certificate of Amendment of the WESTLAKE-DEANE RESTRICTIONS.

DEANE HOMES-WESTLAKE
By ENCINA DEVELOPMENT COMPANY,
a corporation,

By 
President
JOHN L. NOTTER

By 
Assistant Secretary
JIMMY D. JOHNSON

DEANE BROTHERS, INC.,
a corporation,

By 
Vice President

By 
Assistant Secretary

STATE OF CALIFORNIA:

COUNTY OF LOS ANGELES

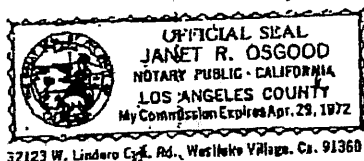
ss.

On DECEMBER 31, 1968, before me, the undersigned, a Notary Public in and for said State, personally appeared JOHN L. NOTTER, known to me to be the President and JIMMY D. JOHNSON known to me to be the Assistant

BOOK 3460 PAGE 567

Secretary of ENCINA DEVELOPMENT COMPANY, the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of ENCINA DEVELOPMENT COMPANY, the corporation named therein, 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.



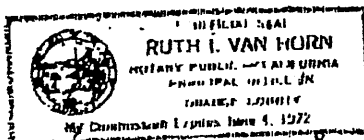
Janet R. Osgood
Notary Public in and for
Said County and State

STATE OF CALIFORNIA
COUNTY OF ORANGE

ss.

On MARCH 20, 1969, before me, the undersigned, a Notary Public in and for said state, personally appeared CLARENCE GRAHAM, JR., known to me to be the ^{Vice} President and M. H. KESLING, known to me to be the Assistant Secretary of DEANE BROTHERS, INC., the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of DEANE BROTHERS, INC., the corporation named therein, 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.



Ruth I. Van Horn
Notary Public in and for
Said County and State

56697

N 3389 NCE 283

RECORDED AT REQUEST OF
THE SRA & TR CO -- S
AT 8:01 A.M.
OFFICIAL RECORDS VENTURA COUNTY

INDEXED

OCT 25 1968 1

When recorded mail to:

Encina Development Company
Post Office Box 540
Westlake Village, California 91360

Attention: Mr. Joseph M. Bowman

Richard L. Thomas RECORDS

Order No. 246239-FWL

FEE \$ 6.80 - 7

SECOND CERTIFICATE OF AMENDMENT OF THE
WESTLAKE-DEANE RESTRICTIONS

APPROVAL BY BOARD OF DIRECTORS

The undersigned, being the duly elected and acting Secretary of the Westlake-Deane Property Owners' Association, does hereby certify that on October 18, 1968, the following resolution was adopted by unanimous consent of the Board of Directors of said Association, at a lawfully convened meeting of said Board, and further certifies that the following is a true and correct copy of said resolution as the same appears in the Minutes of the Association;

'WHEREAS, DEANE-HOMES - WESTLAKE caused to be recorded on July 8, 1968, in the Office of the County Recorder of Ventura County, in Book 3330 beginning at page 532, a document entitled 'Declaration of Covenants, Conditions and Restrictions for Westlake-Deane Homes,' said document being referred to herein as the WESTLAKE-DEANE RESTRICTIONS;

'WHEREAS, it has been brought to the attention of the Board that certain changes in the WESTLAKE-DEANE RESTRICTIONS are necessary and desirable for the purpose of clarifying rights and obligations thereunder and correcting inadvertent errors; and

BOOK 3389 PAGE 284

"WHEREAS, the written consent and approval of at least three-fifths of the members of this Board is required by Section 7.02A(1) of the WESTLAKE-DEANE RESTRICTIONS for any such changes; now, therefore,

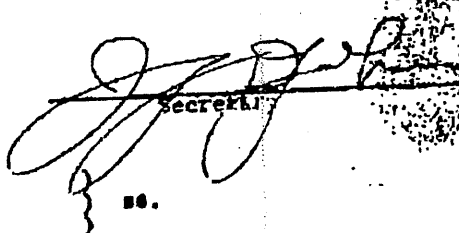
"IT IS HEREBY RESOLVED that this Board unanimously approves and adopts the following amendments to the WESTLAKE-DEANE RESTRICTIONS:

I. In ARTICLE I, at Page 5, the paragraph following the word "NOTICE" is amended by substituting the words and numerals "Section 7.07" for the words and numerals "Section 7.06."

II. In ARTICLE III, at Page 21, Section 3.02 R, MAINTENANCE OF INDIGENOUS OAKS, is amended by substituting the word "may" for the word "shall" in the seventh line thereof.

Except as amended, said DECLARATION as previously amended shall remain in full force and effect.

WESTLAKE-DEANE PROPERTY
OWNERS' ASSOCIATION


Secretary

STATE OF CALIFORNIA
COUNTY OF Ventura

On October 18, 1968, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Jimmy D. Johnson, known to me to be the duly elected and acting Secretary of Westlake-Deane Property Owners' Association, and acknowledged to me that he

Doc 3389 Not 285

executed the within instrument.

WITNESS my hand and official seal.



Doris M. Majneric
Notary Public, in and for
said County and State

DORIS M. MAJNERIC
My Commission Expires Oct. 12, 1998

BOOK 3389 PAGE 286

CONSENT OF OWNERS

Pursuant to Section 7.02A(3) of the Declaration of Covenants, Conditions and Restrictions for Westlake-Deane Homes, the undersigned, being the owners of more than 3/4ths of the lots within Westlake-Deane Homes, hereby consent in writing to the amendment of the WESTLAKE-DEANE RESTRICTIONS as set forth in the resolution adopted by the Board of Directors of the WESTLAKE-DEANE PROPERTY OWNERS' ASSOCIATION, a copy of which appears in the Second Certificate of Amendment of the WESTLAKE-DEANE RESTRICTIONS.

DEANE-HOMES - WESTLAKE
By ENCINA DEVELOPMENT COMPANY,
a corporation,

By [Signature] President

By [Signature] Assistant

DEANE BROTHERS, INC.,
a corporation,

By A. Lee Chert Vice President

By K. Palt Assistant Secretary

STATE OF CALIFORNIA

COUNTY OF Ventura

ss.

On October 18, 1968, before me, the undersigned,

BOOK 3389 PAGE 287

a Notary Public in and for said State, personally appeared
John L. Rottor, known to me to be the President and
Jimmy D. Johnson, known to me to be the Assistant
 Secretary of ENCINA DEVELOPMENT COMPANY, the corporation that
 executed the within instrument, known to me to be the persons who
 executed the within instrument on behalf of ENCINA DEVELOPMENT
 COMPANY, the corporation named therein, 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.



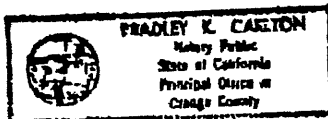
Doris M. Mainieric
 Notary Public in and for
 said County and State
 DORIS M. MAINIERIC
 My Commission Expires Oct. 18, 1970

STATE OF CALIFORNIA
 COUNTY OF Orange

ss.

On 21 October, 1968, before me, the undersigned,
 a Notary Public in and for said State, personally appeared
W. Lee Chester, known to me to be the ^{Vice} President and
Ken K. Alton, known to me to be the Assistant
 Secretary of DEANE BROTHERS, INC., the corporation that
 executed with within instrument, known to me to be the persons
 who executed the within instrument on behalf of DEANE BROTHERS,
 INC., the corporation named therein, 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.



My Commission Expires March 14, 1970

Bradley K. Carlton
 Notary Public in and for
 said County and State

BOOK 3389 PAGE 288

CONSENT OF GRANTOR

Pursuant to Section 7.02(4) of the Declaration of Covenants, Conditions and Restrictions for Westlake-Deane Homes, the undersigned, being the GRANTOR therein, hereby joins in and consents to the amendment of the WESTLAKE-DEANE RESTRICTIONS as set forth in the resolution adopted by the Board of Directors of the WESTLAKE-DEANE PROPERTY OWNERS' ASSOCIATION, a copy of which appears in the Second Certificate of Amendment of the WESTLAKE-DEANE RESTRICTIONS.

DEANE HOMES - WESTLAKE
By ENCINA DEVELOPMENT COMPANY,
a corporation,

By [Signature]
President

By [Signature]
Assistant Secretary

DEANE BROTHERS, INC.,
a corporation,

By [Signature]
Vice President

By [Signature]
Assistant Secretary

STATE OF CALIFORNIA

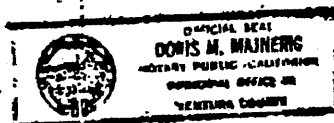
COUNTY OF Ventura

On October 18, 1968, before me, the undersigned, a Notary Public in and for said State, personally

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appeared John L. Potter, known to me to be the President and Jimmy D. Johnson, known to me to be the Assistant Secretary of ENCINA DEVELOPMENT COMPANY, the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of ENCINA DEVELOPMENT COMPANY, the corporation named therein, 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.



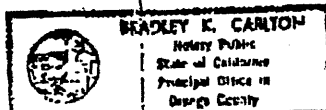
Doris M. Majneric
Notary Public in and for
said County and State
DORIS M. MAJNERIC
My Commission Expires Oct. 18, 1970

STATE OF CALIFORNIA
COUNTY OF Orange

ss.

On 21 October, 1968, before me, the undersigned, a Notary Public in and for said State, personally appeared W. Lee Chester, known to me to be the Vice President and Ken K. Alton, known to me to be the Assistant Secretary of DEANE BROTHERS, INC., the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of DEANE BROTHERS, INC., the corporation named therein, 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.



My Commission Expires March 14, 1970

Bradley K. Carlton
Notary Public in and for
said County and State

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COMMON DRIVEWAY EASEMENTS

<u>EASEMENT AREA</u>	<u>LOTS ENTITLED TO COMMON USE OF EASEMENT AREA</u>
The southeasterly 20 feet of Lot 60 and the northwesterly 20 feet of Lot 61, excepting therefrom the southwesterly 55 feet thereof.	Lots 59, 60, 61, 62
The northwesterly 120 feet of both the north-easterly 20 feet of Lot 156 and the south-westerly 20 feet of Lot 157	Lots 155, 156, 157, 158
The northwesterly 120 feet of both the north-easterly 20 feet of Lot 160 and the south-westerly 20 feet of Lot 161	Lots 159, 160, 161, 162
The northeasterly 20 feet of Lot 164 and the southwesterly 20 feet of Lot 165, excepting therefrom the southeasterly 50 feet thereof	Lots 163, 164, 165, 166
The southwesterly 20 feet of Lot 169 and the northeasterly 20 feet of Lot 170, excepting therefrom the northwesterly 50 feet thereof	Lots 168, 169, 170, 171
The southeasterly 120 feet of both the south-westerly 20 feet of Lot 173 and the north-westerly 20 feet of Lot 174	Lots 172, 173, 174, 175
The southeasterly 120 feet of both the south-westerly 20 feet of Lot 177 and the north-easterly 20 feet of Lot 178	Lots 176, 177, 178, 179
The southeasterly 120 feet of both the south-westerly 20 feet of Lot 181 and the north-easterly 20 feet of Lot 182	Lots 180, 181, 182, 183
The northwesterly 120 feet of both the north-easterly 20 feet of Lot 185 and the south-westerly 20 feet of Lot 186	Lots 184, 185, 186, 187
The northwesterly 120 feet of both the north-easterly 20 feet of Lot 189 and the south-westerly 20 feet of Lot 190	Lots 188, 189, 190, 191
The northwesterly 120 feet of both the north-easterly 20 feet of Lot 193 and the south-westerly 20 feet of Lot 194	Lots 192, 193, 194, 195
The northeasterly 20 feet of Lot 197 and the southwesterly 20 feet of Lot 198, excepting therefrom the southeasterly 50 feet thereof	Lots 196, 197, 198, 199

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COMMON DRIVEWAY EASEMENTS

<u>EASEMENT AREA</u>	<u>LOTS ENTITLED TO COMMON USE OF EASEMENT AREA</u>
The northeasterly 20 feet of Lot 202 and the southwesterly 20 feet of Lot 201, excepting therefrom the northwesterly 55 feet thereof.	Lots 200, 201, 202, 203
The southeasterly 120 feet of both the southwesterly 20 feet of Lot 205 and the northeasterly 20 feet of Lot 206	Lots 204, 205, 206, 207
The southeasterly 120 feet of both the southwesterly 20 feet of Lot 209 and the northeasterly 20 feet of Lot 210	Lots 208, 209, 210, 211
The southeasterly 120 feet of both the southwesterly 20 feet of Lot 213 and the northeasterly 20 feet of Lot 214	Lots 212, 213, 214, 215
The northeasterly 120 feet of both the southeasterly 20 feet of Lot 219 and the northwesterly 20 feet of Lot 220	Lots 218, 219, 220, 221
The southeasterly 110 feet of both the southwesterly 20 feet of Lot 223 and the northeasterly 20 feet of Lot 224	Lots 222, 223, 224, 225
The northwesterly 125 feet of both the northeasterly 20 feet of Lot 227 and the southwesterly 20 feet of Lot 228	Lots 226, 227, 228, 229
The southwesterly 115 feet of both the southeasterly 20 feet of Lot 231 and the northwesterly 20 feet of Lot 232	Lots 230, 231, 232, 233
The northeasterly 90 feet of both the southeasterly 20 feet of Lot 236 and the northwesterly 20 feet of Lot 237	Lots 235, 236, 237, 238
The northeasterly 120 feet of both the southeasterly 20 feet of Lot 240 and the northwesterly 20 feet of Lot 241	Lots 239, 240, 241, 242
The northeasterly 100 feet of both the southeasterly 20 feet of Lot 244 and the northwesterly 20 feet of Lot 245	Lots 243, 244, 245, 246