

4270

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO

Con. Castle, Nicholson & Weekes
1800 Century Park East
Suite 200
Los Angeles, California 90067

RECORDED IN OFFICIAL RECORDS
OF LOS ANGELES COUNTY, CALIF
20 Min. Past 4 P.M. JUN 28 1972
Registrar-Recorder

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

FEE \$ 26⁰⁰/₂₅

This Declaration of Covenants, Conditions and
Restrictions is made on the date hereinafter set forth
by W & B BUILDERS, INC. a Delaware Corporation,
hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of all of that
certain property in the County of
Los Angeles, State of California, which is more particularly
described in Exhibits A and B which are attached hereto
and by this reference made a part hereof; and

WHEREAS, the property described in said
Exhibits A and B consists of residential lots and certain
additional areas used and intended to be used for
recreational purposes; and

WHEREAS, Declarant desires to establish
covenants, conditions, restrictions, reservations and
charges upon the property described in said Exhibits
A and B for the purpose of establishing an organization
and general plan for the use and maintenance of said
recreational areas; and

WHEREAS, Declarant will in the future convey
portions of the property described in said Exhibit A
to others, subject to the within covenants, conditions,
restrictions, reservations, easements, liens and charges;

JUN 28 1972

4270

This instrument filed by Title Insurance and Trust
Company as an accommodation only. It has not been examined
as to its execution or as to its effect upon the title.

NOW, THEREFORE, Declarant, for itself and for its successors and assigns, hereby declares and covenants that all of the real property described in said Exhibits A and B shall be held, sold and conveyed subject to the following covenants, conditions, restrictions, reservations, easements, liens and charges, all of which are for the purpose of enhancing and perfecting the value, desirability and attractiveness of the said real property. These covenants, conditions, restrictions, reservations, easements, liens and charges shall run with the said real property, and each and every said lot and parcel thereof, and shall be binding on all parties hereto, and all parties having or acquiring any right, title or interest therein, or in any part thereof, and shall benefit and be binding upon each successive owner thereof, during his ownership, and upon each person having any interest therein derived through any owner thereof, for the benefit of each lot and parcel contained within the property described in said Exhibits A and B.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to LAKE LINDERO HOMEOWNERS ASSOCIATION, a California non-profit corporation, and its successors.

Section 2. "Common Area" shall mean all real property owned by or held in trust for the benefit of the Association for the common use and enjoyment of the members of the Association. The Common Area shall consist originally of the property described in Exhibit B which is attached hereto and by this reference made a part hereof.

JUN 28 1972

Section 3. "Lot" shall mean and refer to any parcel of land or co dominium unit, with the exception of the Common Area, shown as a separate numbered or lettered lot, parcel or condominium unit upon any recorded subdivision map, parcel map or condominium map or plan filed with the County Recorder of Los Angeles County, California; provided, however, that if one single family residential building is constructed upon two or more Lots, all of which Lots are owned by the same Owner, then from and after the date on which a notice of completion is recorded with respect to such building, the two or more Lots upon which such building is physically located shall, for the purposes of determining voting rights, assessments, liens, and enforcement pursuant to Articles II, III, V and VI hereof, be deemed a single Lot.

Section 4. "Member" shall mean and refer to every person or entity who holds a membership in the Association.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Property" shall mean and refer to all of the real property described in said Exhibit A, and to any Lots which are voluntarily submitted to this Declaration pursuant to Article II, Section 2 hereof.

JUN 28 1972

4270

ARTICLE II

MEMBERSHIP

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in a Lot, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership. No owner shall have more than one membership. No membership shall be issued for any Lot owned by a person who is already a member of the Association until such Lot is conveyed to a person who is not a member of the Association; and if a person who is already a member of the Association acquires any other Lot or Lots as to which a membership is outstanding, such membership shall be cancelled until the Lot is conveyed to a person who is not then a Member, at which time it shall be reissued.

In the event any Lot is owned by two or more persons, whether in joint tenancy, tenancy in common, or otherwise, the membership appurtenant to such Lot shall be joint and the owners thereof shall designate from time to time to the Association in writing one of their number who shall have the power to vote such membership.

JUN 28 1972

The membership in the Association held by any person or entity shall not be transferred, pledged or alienated in any way, except (1) upon the transfer of title to the Lot owned by such person or entity and then only to the transferee of title to such Lot, and (2) such membership may be pledged to a lending institution as additional security for a purchase money real estate loan on such Lot. Any attempt to make a prohibited transfer shall be void and shall not be reflected upon the books and records of the Association. In the event the Owner of any Lot should fail or refuse to transfer such membership registered in his name to the transferee of such Lot, the Association shall have the right to record the transfer upon the books of the Association and issue a new certificate to the transferee, and thereupon the old certificate outstanding in the name of the transferor shall be null and void as though the same had been surrendered.

Section 2. Right to Join. Exhibit C which is attached hereto and by this reference incorporated herein, is a legal description of all of the community known as Lake Lindero, south of Reyes Adobe Road, except that portion described in Exhibits A and B hereto, and including subdivided Lots which have, on the date this Declaration is made, already been sold and conveyed to various persons. At any time upon the written application of all persons who own the entire fee simple interest in any Lot within the property described in Exhibit C, the Board of Directors of the Association shall be required to execute, acknowledge and deliver to such persons a document which will, when executed by such persons and

JUN 28 1972

by the trustees and beneficiaries of all deeds of trust or mortgages encumbering their Lot, and recorded, submit the Lot to this Declaration. From and after the time such document is recorded in Official Records of Los Angeles County, such persons, and their successors, shall be Members of the Association and an "Owner" as that term is used in this Declaration, and such Lot shall be a part of the Property subject to this Declaration, including Article V hereof relating to assessments and liens therefor, all with the same force and effect as if such Lot were a part of the property originally subject to this Declaration. The Board of Directors shall require that any owner who joins the Association and voluntarily submits a Lot to this Declaration pursuant to this Section 2 shall pay a pro-rata share of the annual assessment for the year during which such owner joins, based on the number of calendar days remaining in such year.

Section 3. Suspension of Membership. During any period in which a Member shall be in default of the payment of any annual or special assessment levied by the Association, the voting rights and right to use of the recreational facilities of such Member may be suspended by the Board of Directors until such assessment has been paid in full. Such right of a Member may also be suspended, after notice and hearing, for a period not to exceed 30 days, for violation of any rules and regulations established by the By-Laws of the Association, or by the Board of Directors, governing the use of the Common Area and facilities thereon.

JUN 28 1972

ARTICLE III.

VOTING RIGHTS

The Association shall have one class of voting membership. Each Owner, as defined in Article I, shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article II, Section 1.

ARTICLE IV

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment.

Every Owner shall have an unconditional non-exclusive right and easement of enjoyment in and to each and every part of the Common Area, and such easement shall be appurtenant to and passed with the title to every Lot, subject to the following.

(a) The right of the Association to limit the number of guests of the Owners and to extend a license to use Common Area facilities to persons who are not Members, on such terms and conditions as the Board of Directors deem to be in the Association's best interest; and

(b) The right of the Association to determine that the golf course and clubhouse, and/or the tennis courts, and/or the lake are facilities of special concern, and with respect to any one or more of said areas to charge reasonable admission and other fees as a prerequisite to the right to use such facilities; and

(c) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities

JUN 28 1972

thereon and in aid thereof to mortgage said property, and the rights of such mortgage in said properties shall be subordinate to the rights of property owners hereunder, provided, however, that no borrowing in excess of \$1,000 upon the security of the Common Area real property shall be made except upon a majority vote of the Members, excluding the votes of Declarant, and

(d) The right of the Association to suspend the voting rights and right to use of the recreational facilities by a Member for any period during which any assessment against his lot remains unpaid; and upon notice and hearing for a period not to exceed 30 days for any infraction of its published rules and regulations; and

(e) The Association shall have the power to dedicate all or any part of the Common Area to the County of Los Angeles or to any other governmental entity or agency, for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument has been signed by Members entitled to cast two-thirds of the vote of the entire membership and agreeing to such dedication, and unless written notice of the proposed action is sent to every Member not less than 30 days nor more than 60 days in advance thereof.

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

JUN 28 1972

4270

Section 3. Title to the Common Area. The Declarant hereby covenants, for itself and its heirs and assigns, that it will convey fee simple title to the Common Area to the Association, free and clear of all encumbrances and liens, concurrently with the recording of this Declaration

ARTICLE V

COVENANT FOR ASSESSMENTS

Section 1. Creation of Liens and Personal Obligation of Assessments. The Declarant, for each Lot owned by Declarant within the property described in said Exhibit A, hereby covenants, and each future Owner of any Lot within the property described in said Exhibit A by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed, and each Owner submitting a Lot to this Declaration pursuant to Section 2 of Article II, covenants and agrees to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a charge and a continuing lien upon each Lot, and shall continue to be such a lien until fully paid, subject to the following conditions:

(a) Such liens shall not be effective against any such Lot as security for the payment of any unpaid assessments which became due more than one year

JUN 13 1972

45415

prior to the recordation by the Association of a notice of claim thereof in the Office of the County Recorder of Los Angeles County, California;

(b) Said notice of claim must recite a good and sufficient legal description of any such Lot, the name and nature of the interest of the Lot Owner, or reputed Lot Owner, the amount claimed and the name and address of the claimant

(c) Any action brought to foreclose such lien must be commenced within one year following such recordation unless such period is extended by the Association by recordation (within the original one year period) of a written extension of such period, in which event such period shall be extended for one additional year;

(d) Any such claim or lien shall not defeat nor render invalid nor be superior to the lien of any first mortgage or deed of trust affecting any such Lot, made in good faith and for value and recorded in the Office of the said County Recorder prior to the recordation of any such claim or lien, and any such claim or lien shall be subordinate and subject to the lien of any such prior recorded first mortgage or deed of trust; provided, however, that the aforesaid subordination shall apply only to assessments which have become due and payable prior to the sale of said Property pursuant to a decree of foreclosure, trustee sale, or deed in lieu of foreclosure.

Each such assessment, together with such interest, costs and reasonable attorney's fees shall

JUN 28 1972

also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due and such personal obligation (as distinguished from the lien) shall not pass to his successors in title unless expressly assumed by them.

Section 2. Annual Assessments. The Association shall levy an annual assessment upon each Lot of an amount not less than such Lot's share of the cost of maintaining, constructing, repairing and replacing the Common Area, in a first class condition and in a good state of repair. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the Property, and in particular for the improvement and maintenance of the Common Area and services related to the use and enjoyment of the Common Area.

After consideration of current maintenance costs and future need of the Association, and taking into consideration income from admissions and other fees, the Board of Directors shall fix the annual assessment.

Section 3. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction and/or reconstruction of a described capital improvement upon the Common Area, including necessary fixtures and personal

JUN 28 1972

property related thereto, provided that any such assessment shall have the assent of two-thirds of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than 30 days nor more than 60 days in advance of the meeting, setting forth the purpose of the meeting.

Section 4. Quorum for any Action Authorized Under Sections 3 and 6(c). At the first meeting called, as provided in Sections 3 and/or 6(c) of this Article V, the presence at the meeting of Members or of proxies entitled to cast 60% of all of the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 3 and 6(c), and the required quorum shall be one-half that required at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 5. Uniform Rate. Both annual and special assessments shall be fixed at the same dollar amount for all Lots (subject to the provisions of Section 6 hereof), and may be collected on a monthly basis.

Section 6. Method of Assessment. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the month in which the conveyance of the first Lot to an Owner (other than Declarant) takes place, and the first annual assessment shall be adjusted to cover the period left in that calendar year. A new Owner may, at the time of acquiring a Lot, be

JUN 28 1972

4 2 7 0

required to prepay a portion of annual assessments to the Association in an amount equal to not more than the annual assessment for the year in which such Lot is acquired. Section 2 of this Article V notwithstanding,

(a) until January 1st of the year immediately following the year in which the conveyance of the first Lot to an Owner (other than Declarant) takes place, the maximum annual assessment shall be one hundred eighty dollars (\$180.00) per Lot;

(b) For any year following the year in which the first Lot is conveyed to an Owner (other than Declarant), the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum annual assessment for the previous year by the Board of Directors of the Association without a vote of the Association membership;

(c) For any year following the year in which the first Lot is conveyed to an Owner (other than Declarant), the maximum annual assessment may at any time be increased above ten percent (10%) of the maximum annual assessment for the previous year by the vote or written assent of two-thirds of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which meeting shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting, setting forth the purpose of the meeting.

Section 7. Effect of Non-Payment of Assessments and Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the

JUN 28 1972

assessment is not paid within 30 days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 7% per annum; the Board of Directors may impose a late payment penalty not to exceed \$10.00 and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessments provided for herein.

The rights of the Association contained herein shall not be affected by the fact that any Owner does not use the Common Area or has abandoned his Lot.

The Association is hereby vested with the right and power to bring at its option any and all actions against the Lot Owners for collection of the assessments referred to in this Article which are not paid when due, and to enforce the aforesaid lien by any and all methods available for the enforcement of contractual obligations or liens, including without limitation the right to bring personal action against the Lot Owner on such debt or the right to foreclose such lien as provided by law for foreclosure of mortgages. The Association further is hereby vested with a power of sale and the right to sell by public or private sale the Lot Owner's interest in the Lot, which may be enforced by the Association, its attorney or any other person authorized to bring such action or make such sale; in order to satisfy the Lot Owners obligation for assessments which have not been paid when due. A sale of a Lot Owners interest by such power of sale

JUN 28 1972

shall be conducted in accordance with the provisions of Sections 2924, 2924(b) and 2924(c) of the California Civil Code (or any similar statutory provisions which may hereafter exist) and applicable to the exercise of powers of sale in mortgages and deeds of trust. The Association shall have the power to bid in the property sold, in its own name, and to hold, lease, mortgage and convey the same for the benefit of all of the Lot Owners. All rights and remedies granted to the Association hereunder shall be cumulative and the exercise of one or more rights or remedies shall not constitute a waiver or election preventing the use of other rights or remedies. In addition to costs and attorney's fees hereinabove provided for, the Association shall be entitled to collect from such defaulting Lot Owner reasonable attorney's fees, costs and expenses incurred in connection with any legal action commenced for the purpose of collecting said assessments and/or enforcing said lien.

Section 8. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust made in good faith and for value and recorded in the Office of the County Recorder of Los Angeles County, California, prior to the recording of a claim of lien for such assessments. Sale or transfer of any Lot shall not defeat or affect the assessment lien. However, the sale or transfer of any Lot, which is subject to any first mortgage or deed of trust, pursuant to a foreclosure under such first mortgage or deed of trust, or any proceeding in lieu of foreclosure, shall

JUN 28 1972

extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from the lien of any assessments thereafter becoming due.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Enforcement. After the date on which this Declaration has been recorded, these covenants, conditions, rights, reservations, limitations, liens and charges may be enforced by any and all available legal remedies, including but not limited to injunction and declaratory relief, (1) by the Association, which shall have the right and duty to enforce the same and expend assessment funds for that purpose, (2) by any one or more Owners, except that no such Owner shall have the right independently of the Association to enforce any lien created herein. Failure by the Association and/or any Owner to enforce any provision hereof shall in no event be deemed a waiver of the right to do so.

Section 2. Severability. The provisions hereof shall be deemed independent and severable, and the invalidity, partial invalidity or unenforceability of any provision hereof shall not effect the validity or enforceability of any other provision hereof.

Section 3. Amendment. This Declaration may be amended by an instrument in writing, executed and acknowledged by the Owners of at least 75% of the Lots (exclusive of the Common Area) then subject to the lien and charge of this Declaration, which amendment shall

JUN 28 1972

effective when recorded in the Office of the County Recorder of Los Angeles County, California; provided, however, that this Declaration shall not be amended to allow other amendments by a vote of less than the owners of 75% of such Lots, nor to apply to any portion less than all of the Property then subject to this Declaration without the written consent of the Owners of such portion.

Section 4. Association's First Meeting. The first annual meeting of the Association shall be held after 51% of the Lots have been sold or within one year after the sale of the first Lot, whichever occurs first.

Section 5. Term. This Declaration shall remain in full force and effect, except as amended from time to time pursuant to the terms hereof, until January 1, 2010, except that the provisions hereof relating to the use, management and maintenance of Common Areas and the assessment of Owners for the cost of such management and maintenance shall exist so long as the Association, or any successor to the Association, owns any real property within the Property described in said Exhibits A and B. From and after January 1, 2011, this Declaration of Restrictions shall be deemed to have been renewed for successive terms of ten years each, unless revoked by an instrument in writing, executed and acknowledged by the Owners of a majority of the Lots then subject to this Declaration, which said revoking instrument shall be recorded in the Office of the County Recorder of Los Angeles County, California, within 90 calendar days prior to the expiration of the initial effective period or any 10 year extension.

JUN 28 1972

45610

IN WITNESS WHEREOF, the undersigned executed
this instrument on June 20, 1972.

W & B BUILDERS, INC., a
Delaware corporation

By [Signature] President

By [Signature] Secretary

JUN 28 1972

YO 449 C
(Corporation)



STATE OF CALIFORNIA
COUNTY OF Los Angeles } SS

On June 20 1972 before me the undersigned, a Notary Public in and for said
State personally appeared D.F. THOMPSON
known to me to be the Vice President, and JOHN W. VAIL
known to me to be the Secretary of the corporation that executed the within instrument.

known to me to be the persons who executed the within
instrument on behalf of the corporation therein named, and
acknowledged to me that such corporation executed the within
instrument pursuant to its by laws or a resolution of its board
of directors.

WITNESS my hand and official seal

Signature Marlene R. Dalton

MARLENE R. DALTON
Name (Typed or Printed)



(This area for official notarial seal)

EXHIBIT A

TO

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

All of that real property in the County of Los Angeles, State of California, described as follows.

Lots 21, 24 and 25, of Tract No. 23807 as per Map recorded in Book 744, Page 37 of Maps in the Office of the County Recorder of said County, and

Lots 17 through 25, inclusive, Lots 29 and 30, Lots 36 and 37, Lot 41, Lots 43 through 45, inclusive, Lot 47, Lots 49 through 84, inclusive, Lots 119 through 157, inclusive, of Tract No. 23808 as per Map recorded in Book 747, Page 5 of Maps in the Office of the County Recorder of said County, and

Lots 1 through 50, inclusive, and Lots 55 through 68, inclusive, of Tract No. 23809 as per Map recorded in Book 746, Page 55 of Maps in the Office of the County Recorder of said County, and

Lots 3 and 4 of Tract No. 24374 as per Map recorded in Book 754, Page 71 of Maps in the Office of the County Recorder of said County, and

Lots 1 through 6, inclusive, Lots 8 through 17, inclusive, Lots 19 through 75, inclusive, of Tract No. 27822 as per Map recorded in Book 813, Page 11 of Maps in the Office of the County Recorder of said County, and

Lots 1 through 28, inclusive, Lots 30 through 45, inclusive, Lots 47 through 51, inclusive; Lots 53 through 63, inclusive, Lots 67 and 69, and Lots 73 through 80, inclusive of Tract No. 27899 as per Map recorded in Book 812, Page 84 of Maps in the Office of the County Recorder of said County, and

Lot 25 of Tract No. 28894 as per Map recorded in Book 772, Page 89 of Maps in the Office of the County Recorder of said County, and

Lots 1 through 30, inclusive, as per Parcel Map No. 2276 recorded in Book 37, Page 42 of Parcel Maps in the Office of the County Recorder of said County, and

Lots 1 through 33, inclusive, as per Parcel Map No. 2277 recorded in Book 36, Page 56 of Parcel Maps in the Office of the County Recorder of said County, and

Lots 1 through 14, inclusive, as per Parcel Map No. 2275 recorded in Book 37, Page 39 of Parcel Maps in the Office of the County Recorder of said County, and

Lots 1 through 37, inclusive, as per Parcel Map No. 2279 recorded in Book 36, Page 57 of Parcel Maps in the Office of the County Recorder of said County, and

Lots 1 through 14, inclusive, as per Parcel Map No. 2280 recorded in Book 34, Page 87 of Parcel Maps in the Office of the County Recorder of said County, and

Lots 1 through 45, inclusive, as per Parcel Map No. 2281 recorded in Book 33, Page 58 of Parcel Maps in the Office of the County Recorder of said County.

JUN 28 1972

EXHIBIT B
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Parcel 1 (Lake)

Lot 1, Tract No. 24374 in the County of Los Angeles, State of California, as per map recorded in Book 754 Pages 71 to 77 of Maps, records of said County.

EXCEPTING THEREFROM that portion included within Tract No. 28894 as per map recorded in Book 772 Pages 89 and 90 of Maps, records of said County.

ALSO EXCEPT that portion included within Tract No. 28948 as per map recorded in Book 794 Pages 49 and 50 of Maps, records of said County.

Parcel 2 (Parks)

Lots 7 and 18, Tract No. 27822 as per map recorded in Book 813, Pages 11 et seq. of Maps in the office of the County Recorder of said County; and Lots 29, 46, 52 and 72, Tract 27899 as per map recorded in Book 812, Pages 84 et seq. of Maps in the office of the County Recorder of said County.

Parcel 3 (Club Areas)

Those portions of "Brigido Botiller 190.96 acres" on map of subdivision of Lot "E" containing 572.88 acres of land allotted to the estate of Jose Reyes, deceased, in the partition of Rancho Las Virgenes in the County of Los Angeles, State of California as per map recorded in Book 52 Page 63 of Miscellaneous records in the office of the County Recorder of said County and that portion of Lot "C" of the Miguel Leonis Estate, which is within the Rancho Las Virgenes, in said County and State as per map of said partition recorded in Book 824, pages 128 et seq., of deed, in the office of the County Recorder of said County, described as a whole as follows:

Beginning at the northwesterly corner of Lot 26, Tract No. 28894 as per map recorded in Book 772 pages 89 and 90 of Maps, records of said County, thence easterly along the northerly line of said lot to the westerly line of Mainmast Drive as shown on said map of Tract No. 28894; thence northerly along said westerly line to the southwesterly line of Lot 25 of said Tract No. 28894; thence northwesterly, northerly, and northeasterly along the exterior boundaries of said Tract No. 28894 to the southerly line of Slicers Circle 60 feet wide, as shown on map of Tract No. 27048 as per map recorded in Book 803, pages 12 and 13 of Maps, thence westerly along said southerly line to the northeasterly corner of Lot 1 of said Tract No. 27048, thence southerly along the easterly line of said lot to the southeasterly corner thereof, thence westerly, northwesterly, northerly, northeasterly, easterly, southeasterly, and southerly, along the exterior boundaries of said Tract No. 27048 to the northerly line of said Slicers Circle, thence easterly along said northerly line to the southwesterly corner of Lot 9 of said Tract No. 28894; thence northerly along the westerly line of said Tract No. 28894 to the southwesterly corner of the land described in deed to Spring Valley Properties, Inc. and Dorado Development Inc., recorded in Book D-3789 Page 979, Official records of said County; thence along the westerly line of said land North 0°05'17" East 40.00 feet; thence North 0°15'26"

JUN 28 1972

East 40.00 feet; thence leaving said westerly line North $89^{\circ}44'34''$ West 1.00 foot; thence North $0^{\circ}15'26''$ East 85.00 feet to the southerly line of Thousand Oaks Boulevard, 100 feet wide, as shown on said Tract No. 27048; thence westerly along said southerly line to the westerly line of Rancho Las Virgenes as per map of Tract No. 23807 recorded in Book 744 pages 37 to 41 inclusive, of Maps, records of said County; thence southerly along said westerly line to the point of beginning.

Parcel 4 (Club Areas)

That portion of Lot "C" of the Miguel Leonis Estate, which is within the Rancho Las Virgenes, in said County and State as per map of said partition recorded in Book 824 pages 128 et seq. of deed in the office of the County Recorder of said County, described as follows:

Beginning at the intersection of the northerly line of Thousand Oaks Boulevard, 100 feet wide, as shown on map of Tract No. 27048 recorded in Book 803 pages 12 and 13 of Maps, records of said County, with the westerly line of Rancho Las Virgenes, as per map of Tract No. 23807 recorded in Book 744 pages 37 to 41 inclusive, of Maps, records of said County; said northerly line being a curve concave northerly, having a radius of 1950 feet, a radial line of said curve to said intersection bears South $8^{\circ}54'35''$ West; thence easterly along said curve through a central angle of $8^{\circ}39'09''$ a distance of 294.48 feet; thence tangent to said curve South $89^{\circ}44'34''$ East 165.00 feet; thence leaving said northerly line North $0^{\circ}15'26''$ East 133.16 feet to a non-tangent curve concave southeasterly having a radius of 74 feet, a radial line of said curve to said point bears North $32^{\circ}27'48''$ West; thence northeasterly along said curve through a central angle of $32^{\circ}43'14''$ a distance of 42.26 feet; thence tangent to said curve South $89^{\circ}44'34''$ East 95.00 feet to the beginning of a tangent curve concave southwesterly having a radius of 15 feet; thence southeasterly along said curve through a central angle of 90° a distance of 23.56 feet to the westerly line of Lake Lindero Drive, 60 feet wide, as shown on map of Tract No. 23806, recorded in Book 744 pages 42 to 46 of Maps, records of said County, thence along said westerly line North $3^{\circ}03'00''$ East 82.10 feet to the southerly line of Tract No. 28964 as per map recorded in Book 774 pages 20 and 21 of Maps, records of said County; thence North $89^{\circ}44'34''$ West 6.00 feet and North $0^{\circ}15'26''$ East 8.38 feet to the southeasterly corner of Lot 1 of said Tract No. 28964; thence westerly and northerly along the southerly and westerly lines of said Tract No. 28964 to the southwesterly corner of Lot 2; thence along westerly prolongation of the southerly line of said lot, North $86^{\circ}21'42''$, West 28.00 feet; thence North $6^{\circ}12'21''$, East 50.09 to the westerly prolongation of the northerly line of said lot; thence along said prolongation South $81^{\circ}13'36''$, East 28.00 feet to the northwesterly corner of said Lot 2, same being a point in the westerly boundary of said Tract No. 28964, thence northerly along said westerly boundary to southerly line of Cape Horn Drive, 60.00 feet wide, as shown on map of Tract No. 27439 as per map recorded in Book 802 pages 81 and 82 of Maps, records of said County; thence westerly along said southerly line to the northwesterly corner of Lot 1 of said Tract No. 27439; thence southerly along the easterly line of said Lot 1 to the southeasterly corner thereof, thence westerly, northwesterly, northerly, and northeasterly to the northwesterly corner of Lot 20 of said Tract No. 27439;

JUN 28 1972

thence southerly along the easterly line of said Lot 20 to the northerly line of said Cape Horn Drive; thence easterly along said northerly line to the westerly line of Tract No. 26802 as per map recorded in Book 802 pages 79 and 80 of Maps, records of said County; thence northerly along said westerly line to the southwesterly corner of Lot 1, Tract No. 27605 as per map recorded in Book 802 pages 83 and 84 of Maps, records of said County; thence northerly, northwesterly, and northeasterly, along the westerly line of said Tract No. 27605 to a point in the westerly line of Packers Lane, as shown on said Tract No. 27605, said point being the beginning of a tangent curve concave easterly having a radius of 44 feet, said curve being tangent at said point to a line bearing North $39^{\circ}57'28''$ West, thence northwesterly along said curve through a central angle of $45^{\circ}59'02''$ a distance of 35.31 feet to a radial line of said curve bearing North $81^{\circ}40'45''$ West; thence westerly along the prolongation of said radial line to said westerly line of Rancho Las Virgenes; thence southerly along said westerly line to the point of beginning.

Parcel 5 (Club Areas)

That portion of Lot "C" of the Miguel Leonis Estate, which is within the Rancho Las Virgenes, in said County and State as per map of said partition recorded in Book 824, pages 123 et seq. of deed in the office of the County Recorder of said County, described as follows:

Beginning at the northwesterly corner of Lot 12 Tract No. 26802 as per map recorded in Book 802 pages 79 and 80 of Maps, records of said County, thence westerly along the southerly line of Cape Horn Drive, 60 feet wide, as shown on map of Tract No. 27439 as per map recorded in Book 802 pages 81 and 82 of Maps, records of said County to the northeasterly corner of Lot 21 of said Tract No. 27439; thence southerly, southwesterly, and southeasterly along the exterior boundary of said Tract No. 27439 to the southeasterly corner of Lot 32 of said Tract No. 27439, thence easterly along the northerly line of said Cape Horn Drive to the westerly line of said Tract No. 26802; thence northerly along said westerly line to the point of beginning.

JUN 28 1972

PARCEL 6

That portion of Lot "C" of the partition of the Miguel Leonis Estate which is within the Rancho Las Virgenes in the County of Los Angeles, State of California, as shown on map of said partition recorded in Book 824 pages 128 et seq. of deeds in the office of the County Recorder of said county described as follows:

Commencing at the intersection of the center line of Lake Lindero Drive with the center line of El Conejo Boulevard as said intersection is shown on the map of Tract No. 23806 recorded in book 744 pages 42 to 46 inclusive of Maps records of said county; thence North $89^{\circ}44'34''$ West along the westerly prolongation of said last mentioned center line 180.00 feet to the westerly boundary of said El Conejo Boulevard; thence North $0^{\circ}15'26''$ West along said westerly boundary 50.00 feet to a point in the northerly boundary of said El Conejo Boulevard said last mentioned point being the true point of beginning of this description; thence from said true point of beginning continuing North $0^{\circ}15'26''$ East 133.26 feet to a point in the southeasterly boundary of Deepdale Way (now vacated) as shown on said map of said Tract No. 23806; thence northeasterly, easterly and southeasterly along the southerly boundary of said Deepdale Way to the westerly boundary of Lake Lindero Drive as shown on said last mentioned tract, thence southerly and southwesterly along said Lake Lindero Drive to the northerly boundary of said El Conejo Boulevard as shown on said last mentioned tract; thence westerly along said El Conejo Boulevard to said true point of beginning.

JUN 28 1972

EXHIBIT C

TO

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This portion of a tract of land marked "Brigido Botiller 100.96 acres" on map of subdivision of Lot "E" containing 572.88 acres of land allotted to the Estate of Jose Reyes, deceased, in the partition of the Rancho Las Virgenes, in the County of Los Angeles, State of California as shown on map recorded in Book 52, Page 63 of miscellaneous records of said County and that portion of Lot "C" of the partition of the Miguel Leonis Estate which is within the Rancho Las Virgenes, as shown on map of said partition recorded in Book 824, Page 128, et seq. of Deeds, in the office of the County Recorder of said County described as a whole as follows:

Beginning at the intersection of the southeasterly prolongation of the northerly line of Reyes Adobe Road, 40 feet wide, with the easterly line of Parcel of Land shown as fractional Lot "C" 224.75 Acres per Record of Survey 64-15, as said intersection is shown on map of Tract No. 23808 recorded in Book 744, Pages 5 to 10, inclusive, of maps records of said County, thence southerly along said easterly line to the southerly line of said fractional Lot "C" as shown on map of Tract No. 23807 recorded in Book 744, Pages 37 to 41, inclusive, of Maps record of said County, thence westerly along said southerly line to the easterly line of said land marked "Brigido Botiller 100.96 acres" as shown on said map of Tract No. 23807; thence southerly along said last mentioned easterly line to the northerly line of the Ventura Freeway as shown on said map of Tract No. 23807, thence westerly along said northerly line to the westerly line of Rancho Las Virgenes as shown on said map of Tract No. 23807; thence northerly along said westerly line to the northeasterly line of said Reyes Adobe Road as shown on map of Tract No. 23806 recorded in Book 744 Pages 42 to 46, inclusive, of maps records of said County, thence southeasterly along said northeasterly line as shown on said map of Tract No 23806 and along said northeasterly line as shown on said map of Tract No. 23808 and southeasterly prolongation thereof to the point of beginning, EXCEPTING THEREFROM all of the property described in the foregoing Exhibit A and Exhibit B.

JUN 28 1972