

When Recorded mail to:
WOODBINE CORPORATION 8397
8383 Wilshire Boulevard
Beverly Hills, California 90211

8397

RECORDED AT REQUEST OF
TITLE INS. & TRST. CO.
BY OFFICIAL RECORDER OF
ORANGE COUNTY, CALIF.
8:00 AM MAR 21 1973
J. WILKINS, County Recorder

10603 943

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by
WOODBINE CORPORATION, A California Corporation, hereinafter referred
to as "Declarant".

pd

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of
Orange, State of California, which is more particularly described
as: Lots 1-196 and Lots A and D of Tract 8126 in the City of Cypress,
County of Orange, State of California. Recorded in Book 316
Pages 18-22 inclusive of Miscellaneous Maps, in the office of
the County Recorder of said County.

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NOW THEREFORE, Declarant hereby declares that all of the properties
described above shall be held, sold and conveyed subject to the following
easements, restrictions, covenants, and conditions, which are for the purpose
of protecting the value and desirability of, and which shall run with, the real
property and be binding on all parties having any right title or interest in the
described properties or any part thereof, their heirs, successors and assigns,
and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to CYPRESS VILLAGE
HOMEOWNERS ASSOCIATION, its successors and assigns.

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Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

Lot A and Lot D of Tract 8126 in the City of Cypress, County of Orange, State of California. Recorded in Book 316, Pages 18-22 inclusive of miscellaneous Maps, in the office of the County Recorder of said County.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Woodbine Corporation, a California Corporation, its successors and assigns. If such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II
PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right of ingress and egress and of enjoyment in and to the Common Area which shall be

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appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) the right of the Association to suspend the voting rights and right to use the recreational facilities by an owner for any period during which a tax assessment against his Lot remains unpaid; and for a period not to exceed 30 days for any infraction of its published rules and regulations after a hearing by the Board of Directors of the Association;
- (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

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 contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

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Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) two years from the date of the issuance of the most recent Public Report for a phase of the overall development, or
- (c) on January 25, 19 75.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments

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assessments, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation of delinquents and owners shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents on the Properties and for the improvement and maintenance of the Common Area, and of the houses situated upon the Properties.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be two hundred ninety eight dollars 00/100 per lot.

(a) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased above 5% in the vote or written assent of 51% of each class of membership.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

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Section 4. 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, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures, personal property, fire, casualty, liability or other insurance and services related thereto. Any such assessment or contract for materials and/or services in effect for more than one year shall have the vote or written assent of 51% of Class "A" members excluding the Declarant.

Section 5. Notice and Quorum for any Action Authorized Under Section 3 and 4. Any action authorized under Section 3 or 4 shall be taken at a meeting called for that 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. If the proposed action is favored by a majority of the votes cast at such meeting, but such vote is less than the requisite 51% of such class of members, members who were not present in person or by proxy may give their assent in writing, provided the same is obtained by the appropriate officers of the association not later than 30 days from the date of such meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessment; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Taxes which could become a lien on the Common Area must be paid for by the Association. Written notice of the annual assessment shall be

... shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessment on a specified lot have been paid. If a certificate states that an assessment has been paid, such certificate shall be conclusive evidence of such payment.

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Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, and enforce the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by absence of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.

Section 10. In the event of destruction or extensive damage to the common areas or facilities, it is intended that the insurance proceeds payable to the Association in respect of such destruction or damage be used to rebuild or repair the damaged facilities.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall, or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior additions to or change or alteration therein be made until the plans and specification showing the nature, kind and quality of materials and location of the same shall have been submitted and approved in writing to the Architect of external design and

for and in addition to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) owner representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

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ARTICLE VI
GENERAL PROVISIONS.

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 5. Mortgage's Protection. No breach of any provision herein contained shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, but all of the provisions shall be binding upon and shall be effective against any owner whose title is derived through foreclosure or trustee's sale, or otherwise.

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Section 6. Annexation. Additional property may be annexed to the Real Property upon the written consent of two-thirds (2/3) of each Class of voters of this corporation.

- (a) Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members, excluding declarant.
- (b) Additional land within the area described on Exhibit "A" may be annexed by the Declarant without the consent of members within five (5) years of the date of this instrument provided that the Federal Housing Administration and the Veterans Administration determine that annexation is in accord with the general plan hereinafter approved by them.

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ARTICLE VI
USE RESTRICTIONS

Section 1. Unless and except as specifically permitted by rules adopted by the Board of Directors no external antenna for the reception or transmission of radio or television signals shall be erected or maintained upon any Lot or the Common Area, nor shall any Lot or Common Area be utilized for the transmission of shortwave or other radio or television communication. The provisions of this section shall not apply to antennas installed by Declarant during the course of construction. The maximum number of television antenna outlets allowed per dwelling unit shall be three (3).

ARTICLE VIII
USE OF LIVING UNITS AND COMMON AREA

- (a) Each Living Unit shall be improved, used and occupied for private single-family dwelling purposes only.
- (b) Each garage shall be used for the storage of automobile passenger vehicles only and no truck, camper, trailer, boat of any kind, or other single or multi-purpose engine-powered vehicle other than a standard automobile shall be parked in any garage, except temporarily and solely for the purpose of loading and unloading, without the prior approval of the Architectural Committee.
- (c) No Living Unit shall be used in such manner as to obstruct or interfere with the enjoyment of occupants of other Living Units or annoy them by unreasonable noises or otherwise, nor shall any nuisance, or immoral or illegal activity be committed or permitted to occur on or in any Living Unit.
- (d) No noxious or offensive activity shall be carried on in any Living Unit or in the Common Area, nor shall anything be done therein which may be or become an annoyance or nuisance to the other Owners.

ARTICLE IX
PARTY WALLS

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Section 1. (Survival of Party Wall). Each wall which is built as a part of the original construction of the building upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. Each Owner of a Lot upon which there exists a party wall shall own to the center of such wall.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use. The Owner of each Lot upon which there is located a party wall shall have a reciprocal non-exclusive easement to each contiguous Lot for the purpose of maintaining said party wall.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weather proofing. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to each Owner's successors in title.

Section 6. Arbitration. In the event of any dispute concerning a party wall, or under the provisions of this Article, each party shall choose

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one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

IN WITNESS WHEREOF, the undersigned, being the Declarant hereunto, has hereunto set its hand and seal this 11th day of January 19 73.

WOODBINE CORPORATION

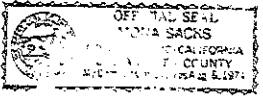
[Signature]
Nathan Shapell, President
[Signature]
Irvin Steerman, Secretary

STATE OF CALIFORNIA
COUNTY OF Los Angeles } ss

January 25, 1973
before me, the undersigned, a Notary Public in and for said State, personally appeared
Nathan Shapell
President, and Irvin Steerman
Secretary of the corporation that executed the within instrument.

known to me to be the persons who executed the within instrument as holders of the instrument therein named, and I am a judge in the law, and I believe in the truth of the contents of the instrument, and I believe in the truth of the facts stated therein.

WITNESS my hand and official seal
[Signature]



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Additional property to be annexed as defined in Article VI, Section 5:

Tract No. 8125
Tract No. 8177
Tract No. 8124
Tract No. 793

EXHIBIT "A"

On Rec. of Return to

27255

8 28
1951

Woolfington,
240 Whiting Road, Safford
Dorset, Dorset, England, B20 1J
Attn: Mr. Paul

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10 10 1951

SECRET
COMMUNICATIONS SECURITY ESTABLISHMENT
WASHINGTON, D. C. 20340
UNITED STATES DEPARTMENT OF COMMERCE

111701492

Dear Mr. Paul: This is to advise you that the information you furnished on April 12, 1951, regarding the activities of the Communist Party in the United States, has been received and is being reviewed.

As you are well aware, the Communist Party in the United States is a subversive organization and its activities are a threat to the national security. It is the policy of the United States Government to prevent the activities of the Communist Party from being a threat to the national security.

It is requested that you continue to provide information regarding the activities of the Communist Party in the United States, and to advise the appropriate authorities of any changes in the information you have furnished.

Very truly yours,
Special Agent in Charge

11/11/1919

1. A copy of the report of the committee on the subject of the proposed
called for by the committee on the subject of the proposed

the committee on the subject of the proposed
the committee on the subject of the proposed
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