

THIS RECORD WAS MADE  
BY THE COUNTY CLERK OF  
LOS ANGELES COUNTY, CALIF.  
ON MARCH 28, 1966

2788

BK M2165 PG 522

6614200-994

Accommodation

TRACT NO. 23482  
and  
TRACT NO. 21067

RECORDED IN OFFICIAL RECORDS  
OF LOS ANGELES COUNTY, CALIF.

5 Min. 11 A.M. MAR 28 1966  
Past  
RAY E. LEE, County Recorder

DECLARATION OF PROTECTIVE RESTRICTIONS, COVENANTS, CONDITIONS,  
RESERVATIONS, EASEMENTS, LIENS AND CHARGES:

DECLARATION made this 9th day of March, 1966, by  
BIXBY HILLS INVESTMENT CO. and ROME TRUST INVESTMENT CO. hereinafter  
collectively referred to as "Declarant".

W I T N E S S E T H :

WHEREAS, Declarant is the owner of a certain parcel of  
land in the County of Los Angeles, State of California, which is  
more particularly hereinafter described; and

WHEREAS, Declarant is about to sell or convey the said  
real property subject to certain protective restrictions, covenants,  
conditions, reservations, liens and charges between it and the  
acquirers or users of said property as hereinafter set forth.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

Declarant hereby certifies and declares that it has  
established and does hereby establish a general plan for the  
protection, maintenance, improvement, and development of said  
real property, and does hereby fix the restrictions, covenants,  
conditions, reservations, liens and charges upon and subject to  
which all portions of said property shall be held, conveyed and/or  
leased by it as such owner, all of which are for the benefit of  
said property and of each owner thereof, or any portion thereof,  
and are restrictions, covenants, conditions, reservations, liens  
and charges running with the land which shall apply to, be binding  
upon, and pass with said property and each and every portion  
thereof and shall apply to and be binding upon the successive  
successors in interest of the respective owners thereof, and  
said restrictions, covenants, and conditions are and each is

1 imposed upon said property as a servitude in favor thereof and  
2 of each and every portion thereof as the dominant tenement or  
3 tenements as follows:

4 ARTICLE ONE: Property Subject to Declaration:

5 Said real property subject to this Declaration is situate  
6 in the City of Long Beach, County of Los Angeles, State of  
7 California, and is more particularly described as follows:

8 Lots Numbers 1 to 88, inclusive, in Tract No. 23482,  
9 as per Map recorded in Book 747, Pages 46 to 47,  
10 both inclusive, of Maps, in the Office of the County  
Recorder of Los Angeles County, California; and

11 Lots Numbers 1 to 202, inclusive, in Tract No. 21067,  
12 as per Map recorded in Book 737, Pages 76 to 84,  
both inclusive, of Maps, in the Office of the County  
Recorder of Los Angeles County, California.

13 which said real property is sometimes hereinafter referred to as  
14 "said property".

15 ARTICLE TWO: Definitions:

16 Certain terms as used in this Declaration shall be defined  
17 as follows, unless the content clearly indicates a different  
18 meaning therefor:

19 1. Declaration: This Declaration, as the same may be  
20 amended, changed, or modified from time to time.

21 2. Declarant: BIXBY HILLS INVESTMENT CO. and HOME TRUST  
22 INVESTMENT CO.

23 3. Association: Bixby Hill Community Association for  
24 Tract No. 23482 and Tract No. 21067, or any resubdivision or lot  
25 split thereof of either Tract, a non-profit corporation organized  
26 under the laws of California.

27 4. Committee: The Architectural Committee, with powers  
28 as hereinafter provided.

29 5. Building Site:

30 (a) Designated as a building site in the first instru-  
31 ment of conveyance covering the parcel being conveyed, exe-  
cuted by Declarant and recorded after the recording of this  
32 Declaration.

(b) Set forth as a lot on any map or record of any original subdivision of said property; or any portion of said property filed or recorded by Declarant in the office of the County Recorder of Los Angeles County, California; or

(c) Set forth as a lot on any map or resubdivision of said property, or any portion thereof filed or recorded by Declarant.

(d) Provided that none of the foregoing methods of designation of a building site or sites shall be exclusive and the last designation of building site or sites by one of the foregoing methods shall be controlling; subject, however, to the provisions for adjustment or change of building sites and the other provisions of this Declaration hereinafter set forth.

(e) Lot 201 of Tract No. 21067 shall be considered thirty (30) lots or building sites for the purposes of assessment and Lot 202 of Tract No. 21067 shall be considered eight (8) lots or building sites for the purposes of assessment.

6. Lot or Parcel: A distinct and separate portion of said property.

7. Single Family Dwelling: A private residence for one family only not to exceed two stories in height unless approved by the Architectural Committee containing but one kitchen; provided that accessory buildings and structures may be built and maintained in connection with a single family dwelling, but only to the extent and as provided in Paragraph 8 of this Article Two.

8. Accessory Buildings or Structures: A building or structure, accessory to a single family dwelling, shall be upon the same building site, lot or parcel as the main residence and shall include only a garage for not more than three cars, a patio or patios, a swimming pool with or without dressing rooms, and such other buildings or structures as may be expressly permitted under the hereinafter set forth provisions of this Declaration; provided in no event shall any accessory building or structure be equipped with cooking facilities except an out-door barbecue.

9. Owner, Record Owner, and Owner of Record Title: The owner of legal title, as shown by the records of the County Recorder of the County of Los Angeles, and also the owner of equitable title as shown by such records if legal and equitable title, are held of record by different owners; provided, however,

1 that a mortgagee under a mortgage and a trustee and a beneficiary  
 2 under a trust deed held as a security and a lessee shall not be  
 3 deemed an owner, record owner, or owner of record title except  
 4 in instances expressly provided to the contrary, and in the case  
 5 of a sale under a contract of sale, the purchaser and not the  
 6 seller thereunder shall be deemed to be the legal owner, while  
 7 such contract is in effect if and only if such contract has been  
 8 recorded.

9 10. Recorded, Recording, and of Record: Recorded, recording,  
 10 or of record in the Office of the County Recorder of Los Angeles  
 11 County, California.

12 11. Articles of Incorporation, and By-Laws: Articles of  
 13 Incorporation or By-Laws as the case may be, of the Association,  
 14 as the same may be amended from time to time.

15 12. Approvals and Consents: Approval, consent, authoriza-  
 16 tion or permission shall mean an approval, consent, authorization,  
 17 or permission in writing.

18 13. Person: An individual person, a partnership, an asso-  
 19 ciation and/or a corporation, as the context requires.

20 14. Singular and Plural, Masculine and Feminine: Singular  
 21 shall include the plural and the plural the singular unless the  
 22 context requires the contrary and the masculine, feminine and  
 23 neuter, shall each include the masculine, feminine and neuter  
 24 when the context so requires.

25 ARTICLE THREE: Use and Building Requirements.

26 1. Use of Property:

27 (a) Single Family Dwelling: No building or structure  
 28 shall be constructed, erected, altered or maintained on any  
 29 building site, lot or parcel upon or within the property  
 30 covered by this Declaration which shall be used, designated,  
 31 or intended to be used for any purpose other than for a  
 32 single family dwelling as defined and provided in Article

Two hereof and/or for use in connection therewith as an accessory building or structure as provided in Section 8 of said Article Two, and no portion of said property shall be used for any purpose other than for single family dwelling purposes, except that Declarant may build and maintain on a building site or portion thereof, a sales office which Declarant may keep and maintain on said site until all lots and/or building sites in Tracts 23482 and 21067 as originally recorded or any resubdivision or lot split thereof of either Tract are sold. In addition, Declarant or the Association may build and maintain a guard house or houses located on an entrance to the Tracts herein mentioned and described and may be located on a portion of the private ways for the Tracts herein mentioned. Either Declarant or the Association may place a fence and/or gate located on an entrance or entrances to the Tracts herein mentioned and described and may be located on a portion of the private ways for the Tracts herein mentioned.

(b) Animals, Pets, etc.: The raising, keeping and/or selling of animals, poultry, birds and/or reptiles, either in singular or plural number, upon any portion of the property covered hereby, is prohibited excepting that dogs, cats and other usual household pets may be kept for pleasure, provided that they are not in unreasonable quantities, and that they do not become a nuisance to other owners and/or occupants of said property covered hereby or any portion thereof.

(c) Rubbish and Debris: No rubbish or debris of any kind shall be placed or permitted to accumulate upon any portion of said property covered hereby, and no odors shall be permitted thereon, or to arise therefrom so as to render such portion unsanitary, unsightly, offensive, or detrimental to any of the property in the vicinity thereof or to the occupants thereof and nuisance shall be permitted to exist or operate upon any portion of said property which is offensive or detrimental to the property in the vicinity

1 thereof or to its occupants.

2 (d) Condition, Repair and Temporary Quarters:

3 (1) No building or structure upon any building  
4 site, lot or parcel covered hereby shall be permitted to fall  
5 into disrepair and each such building and structure shall  
6 at all times be maintained in good condition and repair  
7 and adequately painted or improved with other finish  
8 approved under this Declaration:

9 (2) Except with the written consent of the Archi-  
10 tectural Committee, no trailer or temporary living quarters  
11 shall be placed or maintained on any portion of said property  
12 covered hereby, and also without such consent no building  
13 or structure shall be placed or maintained upon any building  
14 site upon the property covered hereby prior to the erection  
15 and completion of the main dwelling upon such building site  
16 except that travel trailers may be kept in garage.

17 (3) The enforcement of Paragraphs 1 and 2 above is  
18 hereby vested in the Bixby Hill Community Association or  
19 any record owner within Tracts 23482 and 21067 or any  
20 resubdivision or lot split thereof of either tract.

21 (e) Sewage Disposal: Noseptic tank or cesspool or similar  
22 means of sewage or waste disposal shall be constructed, maintained  
23 or permitted on any portion of the property covered hereby and all  
24 sewage disposal from or on any portion of such property shall be  
25 by means of a sewer line or sewer lines approved by the proper  
26 authorities or the City of Long Beach or other governmental  
27 authority with jurisdiction (not including the Association as such  
28 an authority), excepting and provided that in particular cases  
29 and as to portions of the property covered hereby exceptions  
30 to the provisions of this section may be made to the extent but  
31 only to the extent approved by Declarant.

32 (f) Clothes Drying: No clothes, sheets, blankets, or  
similar articles shall be hung out to dry or air or for any  
other purpose on any portion of the property covered hereby except-  
ing in a yard enclosed by a lattice or wood fence or other enclos-  
ure approved as to design and location by the Architectural  
Committee at least six inches higher than such hanging articles,  
but not in excess of six feet in height; provided that the provisions  
of this section (f) may be waived in whole or in part as to any  
building site, lot or parcel, by the Declarant and the Association.

(g) Non-occupancy and Diligence During Construction:

The work of construction on any building or structure shall be prosecuted diligently and continuously from the time of commencement thereof until the same shall be fully completed, and no such building or structure shall, without the approval of the Architectural Committee, be occupied during the course of the original construction until made to comply with the provisions of this Declaration.

(h) Maintaining Drainage: No obstruction, diversion,

bridging or confining of existing channels through which water in time of storms flows upon, under and/or across any portion of said property shall be made by any person in such a manner as to cause damage to any property, provided that any existing channel may be diverted, bridged or reconstructed or a new channel constructed if the said Architectural Committee shall determine that said new channel or diverted, bridged, or reconstructed channel is adequate to carry the amount of storm and other water liable to flow therein and shall approve the same; provided, further, that the right is expressly reserved to Declarant, as an incident to the development of the entire property, including the construction of streets, gutters, ditches, and otherwise, to cause reasonable increases or decreases in the amount of water which would in a state of nature flow into and through any natural storm water channels.

(i) Mining and Drilling: No derrick or other

structure designed for use or used in boring or drilling for oil, water or natural gas shall be erected, placed or permitted upon or under the surface of any part of said property nor shall any oil, water or natural gas, petroleum, asphaltum or other hydrocarbon product or substance be produced or extracted by any well or wells or any other structures located upon or over the surface of said property

1 covered hereby.

2 2. Architectural, Structural and Miscellaneous Requirements:

3 (a) Minimum Floor Area, Height, Setback and Planting  
4 Requirements:

5 (1) Floor Area: No dwelling shall be con-  
6 structed, placed, altered or maintained upon any portion  
7 of said property covered hereby which has a floor  
8 area, exclusive of any porch, patio, covered but  
9 unenclosed area, garage or other accessory building  
10 (whether or not attached to such dwelling) of less than  
11 1800 sq. feet.

12 (2) Setback Lines and Grading: No dwelling,  
13 building or other structure, grade or excavation shall  
14 be constructed, placed, altered or maintained closer  
15 to any exterior line (front, rear or side) of any build-  
16 ing site, lot or parcel embraced within the property  
17 covered hereby than is permitted and approved by the  
18 Architectural Committee, nor shall any grade or exca-  
19 vation be made upon said property or any part thereof  
20 which does not conform to the location, depth, height  
21 and area approved by said Committee.

22 (3) Trees, Shrubs and Landscaping: No trees,  
23 shrubs or landscaping which grows or may grow to a  
24 height in excess of eight feet above the ground level on  
25 which the same is located shall be planted, placed or  
26 grown upon any portion of the property covered hereby  
27 unless the planting, growing and height thereof has been  
28 approved in writing by said Committee; and, regardless  
29 of the foregoing, no trees, hedges, shrubs or land-  
30 scaping on any portion of said property covered hereby  
31  
32



1 shall be grown to a height (whether more or less than  
2 six feet in height) or at a location which in the  
3 written opinion of said Committee may unreasonably  
4 obstruct the view from any building site or of any  
5 resident or occupant of any portion of said property  
6 covered hereby. All existing trees now on the property  
7 are exempt from this provision .

8 (b) Building, etc., Plans, Alterations and Signs:

9 (1) Building, etc., Plans: No antenna except  
10 normal television antenna, public utility line, shall  
11 be installed or maintained upon any part of said property  
12 covered hereby.  
13 No dwelling, building, fence, wall, sidewalk, road, drive,  
14 trail, tent, or other structure or any excavation shall be  
15 constructed, altered or maintained upon, under or above  
16 or moved upon any part of said property covered hereby unless  
17 the plans and specifications therefor prepared by an  
18 architect or some other person approved by the  
19 Architectural Committee showing the construction, nature,  
20 type, shape, height, material and color scheme therefor  
21 and a plot plan showing the location of such building  
22 or like or other structure or thing or excavation on  
23 the building site, lot or parcel upon which the same  
24 is to be located and grading plans of the building site,  
25 lot or parcel shall have been submitted to and approved  
26 by the Architectural Committee, and a copy of such  
27 plans and specifications, plot plan and grading plan  
28 as finally approved is deposited for permanent record  
29 with the Architectural Committee. In addition to the  
30 foregoing the Architectural Committee may, in its  
31 discretion prior to its approval or disapproval of any  
32 plan, specifications or matter referred to in this  
subportion (1), require the written approval of any

1 such plan, specification or matter and/or of any  
 2 construction or work of improvement by a structural or  
 3 civil engineer licensed or registered to practice as such  
 4 in the State of California, which approval shall be  
 5 promptly supplied the Architectural Committee upon  
 6 request without cost to it.

7 (2) Alteration: No building, structure or thing  
 8 referred to in this subsection (b) of this Section 2  
 9 shall be changed or altered so that the construction,  
 10 location, height, exterior appearance or color scheme  
 11 is changed and no plot plan, grading or excavation  
 12 referred to in this subsection (b) shall be changed  
 13 or altered without the approval of said Architectural  
 14 Committee.

15 (3) Billboards and Signs: No billboard or sign of  
 16 any character shall be erected, maintained or displayed  
 17 upon or about any part of said property covered hereby  
 18 without the approval of said Architectural Committee  
 19 and any billboard or sign not so approved may be  
 20 summarily removed and destroyed by Declarant or the  
 21 Association or any owner of any portion of the property  
 22 covered hereby; provided that the provisions of this  
 23 subsection (3) of this Declaration shall not apply to  
 24 signs of customary or reasonable dimensions constructed  
 25 or maintained by Declarant or its agent or any lot owner  
 26 for use in connection with the sale or development of the  
 27 property covered hereby or any portion thereof or any  
 28 portion of Tracts 23482 and 21067 as originally recorded  
 29 or any resubdivision or lot split thereof of either tract.

30 3. Miscellaneous:

31 (a) Approval of Completed Works of Improvement: Upon  
 32 compliance with the provisions of Section 2 of this Article Three,  
 all construction, work of improvement, alterations, planting  
 and other work or matter of whatsoever kind covered

1 by the plans and specifications, plot plans, grading plans,  
2 landscaping plans and other plans and matters requiring such  
3 approval, shall be done and performed in accordance therewith,  
4 and upon the proper completion thereof in accordance with  
5 this subsection (a), the Architectural Committee shall, upon  
6 request, issue its certificate of completion and compliance.  
7 If said Committee fails to approve or disapprove such plans  
8 and matters requiring approval within thirty days after the  
9 same have been properly submitted in writing to it, then  
10 such plans and matters shall be conclusively presumed  
11 to have been approved.

12 (b) Right of Inspection: During reasonable hours any  
13 member of said Committee or any agent of such Committee or  
14 any representative of the Association or Declarant shall have  
15 the right to enter upon and into and inspect any building  
16 site, lot or parcel embraced within said property and any  
17 dwelling, building or other improvement thereon for the  
18 purpose of ascertaining whether or not the provisions of  
19 this Declaration have been or are being complied with and  
20 shall not be deemed guilty of trespass by reason thereof.

21 (c) Waiver and Liability:

22 (1) The approval by the Architectural Committee  
23 of any plans and specifications, plot plan, grading plan,  
24 planting plan or any other plan or matter requiring  
25 approval under this Declaration shall not be deemed to  
26 be a waiver by said Committee of its right to withhold  
27 approval as to a similar or any other feature or element  
28 embodied therein when subsequently submitted for  
29 approval in connection with the same building site,  
30 lot or parcel or building, structure or matter or any  
31 other building site, lot or parcel or building, struc-  
32 ture or matter.

(2) Neither the said Committee, nor any member thereof, nor the Association, nor Declarant, shall be in any way responsible or liable for any loss or damage for any error or defect which may or may not be shown on any plans and specifications, or in any plot or grading plan or planting or other plan or in any building, structure or thing or work done in accordance with any such plans and specifications or plan, or in connection with any other matter whether or not the same has been approved by said Committee and/or any member thereof and/or the Association and/or Declarant.

ARTICLE FOUR: Architectural Committee.

1. Members of Committee: The Architectural Committee shall consist of three members, each of whom shall be appointed or elected for the term and be subject to the provisions set out in this Declaration. No member of said Committee need be a member, director or officer of the Association.

2. Appointment and Election of Committee Members:

(a) Appointment by Declarant: The right to appoint the respective members of said Committee shall be and hereby is vested in Declarant until such time as Declarant releases such authority by the recording of a statement of such release duly executed by Declarant. Declarant shall release such authority within three (3) years from the date of recordation of this document or when 90% of the lots are sold, whichever event occurs first. Each member of said Committee, subject to appointment by Declarant or owners' association, shall serve until such time as a member is appointed to succeed him. The original members of such Committee who are hereby appointed by Declarant are the following:

<u>Name</u>	<u>Present Address</u>
BERNARD E. McCUNE	7865 El Dorado Plaza Long Beach 8, California
EUGENE MOUER	6262 Monita Street Long Beach, California
RON MACK	2725 Nipomo Long Beach, California

## (b) Appointment by Board of Directors of Association:

Upon the authority to appoint said members being released by Declarant the authority to appoint the members shall be vested in the Board of Directors of the Association and such appointment shall be by election by said Board of Directors in the same manner as officers of the Association are elected. Upon such election of said members of said Committee, the said Committee shall be deemed a Committee of the Association and shall thereafter, but not before, anything to the contrary in this Declaration notwithstanding, be subject (within the limits set out in this Declaration) to its control and jurisdiction. The term of office and compensation, if any, of the members elected by the Board of Directors shall be governed and controlled by the provisions of the By-Laws of the Association.

3. Powers of Committee: The powers and authority of the Committee shall be as provided in this Declaration and, to the extent that said Committee is granted any power or authority under this Declaration, the same shall be paramount and superior to all other powers and authority under this Declaration excepting to the extent that such powers and authority may be shared with Declarant. Said powers and authority of the Committee shall not be enlarged or diminished except by modification or amendment of this Declaration as provided hereafter, and the same shall not be limited or changed by action of the Board of Directors of the Association.

4. Action by Committee: Approval, disapproval, consent, dissent or any action by the Committee shall require the affirmative action or vote, as the case may be, of at least two members thereof which shall be taken or made in the following manner: The Committee may act (a) by approval, disapproval, consent or dissent agreed to in writing and signed by at least two of its

1 members; or (b) by vote at a meeting assembled, subject to all  
2 provisions as to notice of meeting, waivers of any such notice,  
3 place of regular and special meetings and all other matters  
4 contained in the By-Laws of the Association applicable to the  
5 Committee.

6 5. Conclusive Evidence of Action by and Membership of  
7 Committee:

8 (a) Approval, disapproval, consent or dissent given or  
9 action taken by the Committee pursuant to the provisions of  
10 this Declaration may be evidenced by a certificate thereof  
11 signed by at least two members of the Committee, which may  
12 be recorded, and such certificate shall be conclusive  
13 evidence of such approval, disapproval, consent or dissent,  
14 unless revoked by a certificate stating that the same has  
15 been revoked, signed by at least two such members, which  
16 may also be recorded. Provided, that as to all such matters  
17 as also require or permit action by Declarant any such  
18 certificate of approval, disapproval, consent or dissent  
19 or any revocation of any such certificate must have an  
20 approval thereon in writing signed by Declarant.

21 (b) A certificate signed by at least two members of  
22 the Committee as to the then constituted membership of the  
23 Architectural Committee, shall be conclusive evidence of  
24 such membership until such time as a like certificate  
25 certifying as to new membership constituting said Committee  
26 has been similarly signed by at least two such members,  
27 after which time said last certificate shall be conclusive  
28 evidence as to the then membership. The certificates  
29 referred to herein may be recorded and the last certificate  
30 recorded shall be conclusive.

31 (c) Any title company or person certifying, guarantee-  
32 ing or insuring title to any building site, lot or parcel

1 subject to the jurisdiction of the Association or of any  
2 lien thereon or interest therein shall be fully justified  
3 in relying upon the contents of any certificates signed and  
4 issued as provided for in subsections (a) and (b) of this  
5 Section 5, and such certificates shall fully protect any  
6 purchaser or encumbrancer in good faith in acting thereon.

7 ARTICLE FIVE: Bixby Hill Community Association for Tracts  
8 No. 23482 and 21067 as originally recorded or any resubdivision  
9 or lot split thereof of either tract.

10 Purposes, Memberships and Maintenance Charges.

11 1. Purposes of Association: Bixby Hill Community  
12 Association for Tracts No. 23482 and 21067 as originally recorded  
13 or any resubdivision or lot split thereof of either tract, a  
14 non-profit corporation organized under the laws of the State of  
15 California, shall have the right and power, together with its  
16 general powers as a non-profit corporation and in addition to any  
17 other powers granted to it in this Declaration and subject to the  
18 other provisions of this Declaration and any limitations imposed  
19 thereby, to do and perform each and every of the following for the  
20 benefit, maintenance and improvement of the property covered by  
21 this Declaration and any other property at any time under the  
22 jurisdiction of the Association if so provided in the restrictions,  
23 covenants and conditions covering the same, and for the benefit of  
24 the owners thereof, to wit:

25 (a) To exercise such powers of enforcement, control,  
26 interpretation, modification of the restrictions,  
27 covenants, conditions, reservations, liens and/or charges  
28 imposed upon any property over which the corporation has  
29 jurisdiction which now are or hereafter may be vested in,  
30 delegated to, or assigned to the corporation, and to pay  
31 all expenses incidental thereto; to commence and maintain  
32 in its own name and on behalf of itself and/or on behalf  
of persons owning building sites, lots or parcels subject  
to its jurisdiction actions and suits to restrain and enjoin

1 the breach or threatened breach of any restrictions,  
2 covenants, or conditions and/or to enforce each and every  
3 restriction, condition, covenant, reservation, lien or  
4 charge to the extent vested in, delegated to or assigned  
5 to the corporation affecting property subject to the  
6 jurisdiction of the corporation, and to pay the expenses  
7 therefor.

8 (b) To approve or disapprove to the extent provided  
9 in any restrictions or covenants covering property subject  
10 to the jurisdiction of the corporation, plans and speci-  
11 fications and plot plans for the erection, construction,  
12 maintenance and/or alteration of dwellings and other  
13 buildings, drives, fences, walls, walks, tents, television  
14 antennas and other structures and objects and also  
15 excavations upon property subject to the jurisdiction  
16 of the corporation, and also (as and to the extent provided  
17 in said restrictions, covenants and/or contractual  
18 agreements) grading plans and plans for landscaping,  
19 planting and shrubbery upon any property subject to the  
20 jurisdiction of this corporation; to regulate and/or  
21 prohibit, to the extent permitted under the restrictions  
22 and covenants covering the property subject to the  
23 jurisdiction of the corporation, the erection, posting,  
24 pasting, and displaying upon any part of the property  
25 subject to the jurisdiction of the corporation of billboards  
26 and/or signs of all kinds and character and to remove and/  
27 or destroy signs and billboards placed, erected, or maintain-  
28 ed upon said property without proper authority; all subject,  
29 however, to the restrictions, covenants and conditions which  
30 may affect the property subject to this corporation's  
31 jurisdiction.  
32 /



1 (c) To hold easements for or the fee to and/or to  
 2 improve, maintain and light streets, roads, alleys, trails,  
 3 courts, walks, gateways, fences, ornamental features and  
 4 similar improvements; to construct, pave, grade, repair and  
 5 improve such streets, roads, alleys, walks and trails as  
 6 the Board of Directors of the corporation deems to be of use  
 7 or value to the property subject to the jurisdiction of the  
 8 corporation or to contribute to the payment for such  
 9 construction, paving, grading, repairing, and/or improving  
 10 whether or not abutting upon or contiguous to such property;  
 11 to care for, plant and re-plant trees, shrubs or other plants  
 12 on streets, parkways, and easements upon any property over  
 13 which it may have control or jurisdiction; to construct,  
 14 improve, and/or maintain its easements and properties, to  
 15 provide for the collection and disposition of street sweep-  
 16 ings, and maintenance and tree-trimming and to make and  
 17 collect charges therefor; in respect to streets, roads,  
 18 alleys, walks, easements and/or rights of way owned or held  
 19 by the corporation, to exercise such control as the  
 20 corporation may deem desirable; and to erect, care for, and  
 21 maintain adequate signs for marking streets, and other  
 22 property. The corporation shall, in conjunction with the  
 23 City of Long Beach, provide the use of the streets located  
 24 within these two tracts for the public to be able to drive  
 25 and/or walk to the Bixby Memorial area.

26 (d) To purchase, construct, improve, repair, maintain  
 27 care for, operate, own and dispose of parkways, gates, gatehouses,

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1 entrance house, and other community facilities appropriate for the  
2 use and benefit of the members of this corporation and/or for the  
3 improvement and development of the property, or any part thereof,  
4 over which the corporation has jurisdiction, and to make charges  
5 for the use thereof.

6 (e) To fix, establish, levy and collect annually or  
7 otherwise charges and/or assessments upon each and every building  
8 site, lot or parcel and the improvements thereon embraced within  
9 the property subject to the jurisdiction of this corporation in  
10 accordance with and in the manner provided by the restrictions and  
11 covenants affecting said property.

12 (f) To expend the moneys collected by this corporation from  
13 such charges and assessments and other sums received for the pay-  
14 ment and discharge of costs, expenses and obligations incurred by  
15 it in carrying out any and all of the purposes for which this  
16 corporation is formed; to pay taxes and assessments which may be  
17 levied by any public authority upon property owned by the  
18 corporation or under its jurisdiction.

19 (g) To provide, insofar as it may be lawful to do so, for  
20 the protection of all or any part of the property under the juris-  
21 diction of the corporation and/or the owners and residents thereof,  
22 and to do and perform any and all acts which may be necessary or  
23 proper for the peace, health, comfort, safety and/or general  
24 welfare of the owners of the property subject to the jurisdiction  
25 of the corporation.

26 (h) To approve or disapprove all subdivisions or resub-  
27 divisions of or readjustment of building sites on any property from  
28 time to time to the extent and in the manner provided by restrictions,  
29 covenants or contractual agreements pertaining to said property.

30 (i) To inspect and supervise the construction of buildings  
31 and structures upon any property subject to the jurisdiction of the  
32 corporation to the extent and in accordance with the powers  
and rights conferred upon it by virtue of restrictions, covenants,

or contractual agreements which now are or hereafter may be established; to provide by regulations for the making and collecting of charges and costs for the issuance of certificates, the making of inspections, the supervision of construction and like matters.

(j) To act as trustee under any trust or endowment incidental to the principal objects of the corporation and in connection therewith to receive, hold, administer and expend funds and real and personal property of every kind and character whatsoever subject to such trust or endowment.

(k) To do such acts and things and exercise such rights, authority and powers as may be provided for in the Articles of Incorporation of the Association.

2. Membership in Association: The requirements and qualifications for membership in the Association shall be subject to all provisions and conditions contained in the Articles of Incorporation and/or By-Laws of the Association, except that the owner of a building site or lot shall not be entitled to membership in the Association, nor shall be entitled to vote in the Association until the owner's building site or lot is subject to assessment in accordance with this document, and provided, however, that:

Each person, group of persons, partnership, association or corporation owning legal or equitable title to one or more building sites or lots in Los Angeles County Tract No. 23482 and Los Angeles County Tract No. 21067 or any resubdivision or lot split thereof of either Tract, shall be by reason of such ownership, and for so long, but only for so long as such

1 ownership continues, be a member of this corporation.  
2 The original sub-divider is included within this definition  
3 and shall be a member of this corporation as long as it still  
4 owns a building site or lot within Los Angeles County Tract  
5 No. 23482 and Tract No. 21067 or any subdivision thereof.

6 The voting powers and property rights and interest of  
7 the members shall be unequal and shall be based upon the number  
8 of building sites of which the member is the legal or equitable  
9 owner, as said building sites may be described and defined in  
10 any declaration of establishment of restrictions covering the  
11 tract of land described in the By-Laws, and of which the member's  
12 lot or parcel is a part. The description and definition of a  
13 building site or building sites set forth in such declaration of  
14 establishment of restrictions shall be incorporated in and made a  
15 part of the By-Laws as further evidence and definition of the voting  
16 power and property rights and interests of the members.

17 Each member of this Association shall have the right  
18 to cast as many votes at any meeting of the members of this  
19 Association as the number of building sites to which, as shown by  
20 the records of this Association, he holds the legal or equitable  
21 title and/or contract of purchase; provided, however, that no  
22 person or corporation holding title as security for the payment of  
23 money or performance of other obligations shall have the right to  
24 vote by reason thereof and provided further, that when the legal  
25 or equitable title to, or contract for the purchase of, a building  
26 site is vested in or is in the name of two or more persons in joint  
27 tenancy or otherwise, the several owners or contract owners or  
28 purchasers of said building site shall collectively be entitled to  
29 but one (1) vote, which vote may be cast in the manner provided by  
30 the By-Laws of this Association.

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When lots 201 and 202 of Tract No. 21067 have either or both been developed as set forth herein, then the owner of lot 201 shall have thirty votes in the Bixby Hill Community Association and the owner of lot 202 shall have eight votes in the Bixby Hill Community Association.

(b) Except as expressly provided in this Section 2 the Articles of Incorporation and By-Laws of the Association shall control as to the qualifications and requirements for membership in the Association, and except as expressly provided in this Section 2, the said Articles and By-Laws shall control in all respects as to the voting rights of members.

3. Maintenance and Improvement Charges:

(a) General Charges, Assessments and Liens:

Each building site, lot or parcel and/or portion of property covered by this Declaration and the improvements thereon, except property and improvements owned by the Association or designated by the Board of Directors of the Association as being devoted to public or semi-public use, and property and improvements, and each of them, owned by Declarant and held for road purposes and/or parkway purposes and property and improvements not included in assessments by the City of Long Beach, shall be subject to a continuous maintenance lien securing payment of an annual charge or assessment to be fixed, established and collected from time to time as herein provided. The Association shall have sole authority to fix and establish annually the amount of such annual charge or assessment (together with the penalties and costs of collection thereon) which charge or assessment shall be based on a flat fee per lot irrespective of the size of the lot or its assessed valuation and irrespective of the improvements or lack of improvements thereon. All such annual charges fixed by the Board of Directors of the Association for any fiscal year shall never at any time be in excess of \$30.00 per month for each lot with

1 a residence thereon and such charge for any fiscal year shall  
2 never at any time be in excess of \$30.00 per month for any lot.  
3 Except that 75% of the owners being entitled to vote, may by such  
4 vote, at any annual meeting of the association authorize the  
5 increase of the annual charge or charges.

6 The Bixby Hill Community Association shall not assess or  
7 place an annual charge on any lot or building site on Tract  
8 No. 21067, except Lots 37, 50 to 60, inclusive, 101 to 106,  
9 inclusive, 161 to 200, inclusive, until all off-site improvements  
10 such as streets, curbs, gutters, utilities, etc. have been  
11 completely installed.

12 The Bixby Hill Community Association shall not assess or  
13 place an annual charge on Lots 201 and 202 of Tract No. 21067  
14 until Lots 201 and 202 have been developed with living quarters  
15 thereon.

16 Assessment charges shall never be different between lots  
17 unless any differential is approved by 100% of the lot owners  
18 or unless the lot owner to be affected approves a differential  
19 in writing to the Association.

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1 (b) Collection and Expenditures of Charges:

2 The Association shall have sole authority to collect and  
 3 enforce the collection of all charges provided for in this  
 4 Declaration, together with costs, penalties and interest  
 5 imposed for the non-payment thereof (with costs to include  
 6 reasonable attorney's fees), and to expend all moneys  
 7 collected from such charges, costs, penalties and/or  
 8 interest for the payment of expenses and costs in carrying  
 9 out the rights and powers of the Association as provided  
 10 for in this Declaration and/or in the Articles of  
 11 Incorporation and/or By-Laws of the Association.

12 (c) Fiscal year and Due Date: Each and every one of  
 13 the charges provided for in this Declaration, shall be  
 14 fixed on or about the first Monday of March, 1966,  
 15 for the fiscal year beginning July 1, 1966, and annually  
 16 thereafter on or about the tenth day of February of each  
 17 year for each succeeding fiscal year (which shall run  
 18 from July 1 to June 30 both inclusive), and each such

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1 charge and/or assessment shall be paid annually in advance  
2 to the Association on or before the first day of July in  
3 each year beginning in 1966, on which date each such  
4 charge and/or assessment shall become delinquent and shall  
5 be enforceable against the building site, lot or parcel and  
6 the improvements thereon (if any) against which the same  
7 have been assessed, and shall so continue until said charge  
8 and/or assessment, together with all costs, penalties  
9 and interest provided for, have been paid.

10 (d) Notice of Delinquency: At any time after the  
11 expiration of thirty (30) days after any such charge or  
12 assessment against any building site, lot or parcel has  
13 become delinquent, the Association may record a notice of  
14 delinquent charges and/or assessment as to such building  
15 site, lot or parcel, which notice shall state therein the  
16 amount of such delinquency, and the interest, costs and  
17 penalties which have accrued thereon (including attorney's  
18 fees), a description of the building site, lot or parcel  
19 against which the same has been assessed, and the name of  
20 the record or reputed owner thereof, and such notice shall  
21 be signed by an officer of the Association; provided that  
22 upon the payment of said charges and assessments, interest,  
23 penalties and costs in connection with which such notice  
24 has been so recorded, or other satisfaction thereof, the  
25 Association shall record a further notice stating the  
26 satisfaction and the release of the lien thereof.

27 (e) Enforcement of Liens: Each lien established  
28 pursuant to the provisions of this Declaration, whether or  
29 not a notice of delinquency in connection therewith has  
30 been recorded, may be foreclosed as and in the same manner  
31 as is provided for the foreclosure of a mortgage  
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1 upon real property by the laws of California at the date of  
2 the commencement of such foreclosure action; interest shall  
3 accrue at the rate of six percent per annum until all unpaid  
4 charges or assessments from the date of delinquency; in any  
5 action to foreclose any such lien, the Association shall be  
6 entitled to costs, including reasonable attorney's fees; and  
7 penalties for delinquent charges or assessments shall be as  
8 established by the Board of Directors of the Association.

9 (f) Reservation of Assessment Liens: Declarant, as  
10 to the property covered by this Declaration and each building  
11 site, lot or parcel embraced therein, has established  
12 and does hereby establish, reserve and impose a lien thereon,  
13 securing each charge and each assessment provided for by  
14 this Declaration, together with said costs, penalties and  
15 interest, and Declarant does hereby assign to the Association  
16 the right to collect and enforce the collection of the same.

17 (g) Mortgages and Trust Deeds: Each and every lien,  
18 charge and/or assessment, together with any costs, penalties  
19 or interest, established, reserved or imposed under this  
20 Declaration shall be subordinate to any valid bona fide  
21 mortgage or trust deed (and the lien and/or title thereof)  
22 which has been or may hereafter be given in good faith and  
23 for value on any building site, lot or parcel of property  
24 covered by this Declaration; provided, however, that any  
25 subsequent owner of any such building site, lot or parcel  
26 of property shall be bound by the restrictions, conditions,  
27 covenants, reservations, liens, and charges set out in this  
28 Declaration or any modification thereof, whether obtained  
29 by foreclosure or trust deed sale, or otherwise, not  
30 including, however, any lien, charge or assessment arising  
31 prior to any sale under any such mortgage or trust deed.  
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1           ARTICLE SIX: Enforcement:

2           1. Enforcement: The Association shall have the right and  
3 power to enforce all restrictions, conditions, covenants,  
4 reservations, liens and charges now or hereafter imposed by the  
5 provisions of this Declaration and/or by any conveyance, lease  
6 or contract of sale upon said property covered by this Declaration  
7 or any portion thereof, except as provided to the contrary in the  
8 instrument creating the same, provided that such right and/or  
9 power of the Association shall not be exclusive unless expressly  
10 so provided, and when not exclusive may be exercised severally  
11 or jointly with Declarant and/or any owner or owners of any  
12 portion of said property.

13           2. Nuisances and Violation of Provisions: Every act or  
14 omission whereby any restriction, condition or covenant in this  
15 Declaration set forth or to which the said property or any  
16 portion is subject is violated in whole or in part is declared  
17 to be and shall constitute a nuisance and may be enjoined  
18 or abated by the Association and/or Declarant and/or the owner  
19 of any building site, lot or parcel included in said property  
20 covered hereby and/or any property subject to the jurisdiction  
21 of the Association. Each remedy provided for in this Declaration  
22 shall be cumulative and not exclusive.

23           3. The breach of any of the covenants, conditions or  
24 restrictions contained herein shall not affect or render invalid  
25 the lien of any mortgage or deed of trust made in good faith, and  
26 for value, as to any lot subject to this Declaration, and any  
27 improvements thereon or a part thereof, but nevertheless, each  
28 and all of the covenants, conditions and restrictions shall  
29 remain at all times in full force and effect as against and  
30 shall be binding upon and shall be a part of the estate ac-  
31 quired by anyone and the successors of anyone acquiring title  
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1 under or through any such deed of trust or mortgage of foreclosure  
2 thereof.

3 ARTICLE SEVEN: Duration and Modification:

4 1. Duration of Restrictions: All of the restrictions,  
5 conditions, covenants, reservations, liens and charges set  
6 forth in this Declaration shall continue and remain in full  
7 force and effect at all times against said property covered  
8 by this Declaration, and each part thereof, and the owners  
9 thereof, subject to the right to amend, change, modify and  
10 terminate provided for in Section 2 of this Article VII, until  
11 1985 A.D. All of the said restrictions, conditions, covenants,  
12 reservations, liens and charges in this Declaration contained  
13 which are subject to expiration shall, as the same are in  
14 force immediately prior to such expiration, be continued  
15 automatically without further notice from that time for a  
16 period of ten years and thereafter for successive periods  
17 of ten years each without limitation, unless within the six  
18 months prior to 2045 A.D., or within the six months prior to  
19 the expiration of any successive ten-year period thereafter,  
20 a written agreement executed by the then-record owners  
21 of more than one-half (1/2) of the lots covered by this  
22 Declaration, and by the Association be recorded, by the terms  
23 of which agreement any of the restrictions,  
24 conditions, covenants, reservations, liens

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1 and charges are changed, modified or extinguished in whole or in  
2 part as to all of the property subject thereto, in the manner and  
3 to the extent therein provided. In the event any such written  
4 agreement of extinguishment, change or modification be duly  
5 executed and recorded as provided herein, the restrictions,  
6 conditions, covenants, reservations, liens and charges as  
7 therein modified shall continue in force for successive periods  
8 of ten years unless and until further changed, modified or  
9 extinguished in the manner above provided.

10 2. Modification of Restrictions:

11 (a) Method of Modification: Amendment, change,  
12 modification or termination of all or any of the restrictions,  
13 conditions, covenants, reservations, liens or charges set  
14 forth in this Declaration (and as the same may be incorporated  
15 in any deed, contract of sale or lease) may be made and effected  
16 from time to time by written instrument duly executed and  
17 recorded as to all or any property covered by this Declaration  
18 or any portion thereof by seventy-five per cent (75%) favorable  
19 vote of the Association.

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1           (b) Modification of Building Sites: The number and/or  
2 size and/or boundary lines of any building site or sites  
3 now or hereafter included in any lot, parcel or portion of  
4 the property covered by this Declaration, as established by  
5 the originally recorded subdivision or a resubdivision thereof,  
6 may be amended, changed or modified by written instrument duly  
7 executed by the record owner or owners of such building site or  
8 building sites in connection with which such charge is to be  
9 made, with the approval of the Association and Declarant endorsed  
10 thereon, and duly recorded, except that any amended, changed or  
11 modified building site shall never be less than 8000 sq. ft.

12           (c) Consent of Mortgagees, Trustees, and Lessees:  
13 "Owner", "record owner" and "owner of record title", and the  
14 plural of each of said terms, as used in this section 2, shall  
15 include not only the persons designated in Paragraph 9 of  
16 Article II hereof, but also each mortgagee, trustee under a  
17 trust deed, lessee and seller under a contract of sale, appearing  
18 of record, shall be deemed to be an owner of the land covered  
19 by his or its mortgage, trust deed, lease or contract of sale  
20 with rights under this Section 2 equal to those of such owner.

21           ARTICLE EIGHT: Miscellaneous General Provisions:

22           1. Acceptance of Provisions by Grantee: Each grantee and  
23 each owner hereafter of any building site, lot or parcel included  
24 in said property covered by this Declaration or holder hereafter  
25 of a contract of sale or lease covering any such building site,  
26 lot or parcel, accepts the same subject to all of the restrictions,  
27 conditions, covenants, reservations, liens and charges and the  
28 jurisdiction, rights and powers of the Association, and the Archi-  
29 tectural Committee and Declarant provided for in this Declaration.

30           2. Conclusiveness of Records: For the purpose of making a  
31 title search upon or guaranteeing or insuring title to any  
32 building site, lot or parcel or interest therein or lien or  
mortgage or trust deed thereon embraced within the property

1 covered by this Declaration and for the purpose of protecting pur-  
2 chasers and/or encumbrancers for value and in good faith; (a)  
3 as to any act or non-act by the Association and/or its Board of  
4 Directors and/or any of the Association's departments, committee  
5 or agents (excepting the Architectural Committee) and/or as to the  
6 performance or non-performance of any act by any owner of any  
7 building site, lot or parcel or of any interest therein or of  
8 lien or mortgage or trust deed thereon embraced within said  
9 property, including but not limited by the payment of any charge  
10 or assessment, a certificate as to any matters contained in the  
11 records of the Association certified by the Secretary of the  
12 Association shall be conclusive proof as to all such matters  
13 shown by such certificates; and (b) as to any act or non-act by  
14 Declarant, a certificate as to any matters contained in the  
15 records of Declarant certified by Declarant shall be conclusive  
16 proof as to all matters shown by such certificate. The provisions  
17 of this Section 2 shall not apply to the acts or non-acts of the  
18 Architectural Committee, but the acts or non-acts of said  
19 Committee shall be evidenced as provided in Section 5 of Article  
20 IV.

21 3. Interpretation of Restrictions:

22 (a) In interpreting and applying the provisions of this  
23 Declaration they shall be held to be minimum requirements  
24 adopted for the promotion of the health, safety, comfort,  
25 convenience and general welfare of the owners and occupants  
26 of said property. It is not the intent of this Declaration  
27 to attempt to abrogate any provisions of any law or  
28 ordinance or any rules, regulations, or permits previously  
29 adopted or issued or which may be adopted or issued pursuant  
30 to law relating to the use of buildings or premises; nor is  
31 it the intent of this Declaration to abrogate or annul ease-  
32 ments, covenants, or other agreements between parties;

1 provided, however, that where this Declaration imposes a  
2 greater restriction upon the use and/or occupancy of  
3 building sites, lots or parcels, or upon the construction of  
4 buildings or structures, or in connection with any other  
5 matters than are imposed or required by such provisions of  
6 law or ordinance or by such rules, regulations and permits  
7 or by such easements, covenants and agreements, then in that  
8 case the provisions of this Declaration shall control.

9 (b) In case of uncertainty or ambiguity as to the  
10 meaning of the provisions of this Declaration or any of them  
11 or as to the meaning of any restrictions, covenants, or  
12 condition applying to said property, or any part thereof,  
13 the Association shall in all cases interpret the same,  
14 and such interpretation shall be final and conclusive  
15 excepting as to the rights of and matters pertaining to  
16 Declarant and to said Architectural Committee, or to either  
17 of them.

18 4. Construction and Validity of Restrictions: All of said  
19 restrictions, conditions, covenants, reservations, liens and  
20 charges contained in this Declaration shall be construed together,  
21 but if it shall at any time be held that any one or more of  
22 such restrictions, conditions, covenants, reservations, liens  
23 or charges, or any part thereof, is invalid or for any reason  
24 becomes unenforceable, no other restriction, condition, covenants,  
25 reservation, lien or charge, or any part thereof, shall be thereby  
26 affected or impaired.

27 5. Authority to Release Rights: Declarant shall have the  
28 authority at any time after the recording of this Declaration  
29 to release all, or from time to time any of its rights and/or  
30 authority under this Declaration to approve, disapprove or act  
31 under any of the provisions of this Declaration by recording  
32 a written notice of such release, and to the extent of such

1 release the approval, disapproval and/or action by Declarant  
2 shall no longer be required under the provisions of this  
3 Declaration.

4       6. Assignment of Powers: Any and all rights and/or powers  
5 of Declarant provided for in this Declaration and/or any  
6 modification and/or amendment thereof, may be delegated, trans-  
7 ferred, assigned or conveyed in whole or in part by Declarant  
8 to the Association or to any person or entity other than the  
9 Association, and upon any such delegation, transfer, assignment  
10 or conveyance of any such right, authority, power or interest  
11 the delegatee, transferee or assignee shall be substituted  
12 in the place and stead of Declarant in full as to each such  
13 right, authority and/or power so delegated, transferred, assigned  
14 or conveyed.

15       7. Waiver and Exemptions: The failure by the Association  
16 and/or Declarant and/or any owner of any building site, lot or  
17 parcel included in said property or any other person, to enforce  
18 any of the restrictions, conditions, covenants, reservations,  
19 liens, or charges to which said property or any part thereof is  
20 subject, shall in no event be deemed a waiver of the right to do  
21 so thereafter or to enforce any other restriction, condition,  
22 covenant, reservation, lien or charge.

23       8. Titles: All titles used in this Declaration, including  
24 those of Articles, sections and subsections, are intended solely  
25 for convenience of reference, and the same shall not, nor shall  
26 any of them, affect the terms or provisions of this Declaration  
27 nor the meaning thereof.

28       9. Successors in Interest: The rights, powers and authority  
29 of Declarant, subject to the provisions of Section 6 of this  
30 Article VIII, shall inure to the benefit of and pass to the  
31 successor to the business and affairs of Declarant, if any,  
32



1 and reference herein to the Association shall include any  
2 successor to the business and affairs of such corporation.

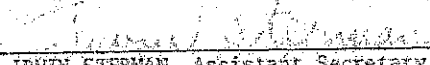
3 10. Lots 201 and 202 of Tract No. 21067: This  
4 Declaration of Protective Restrictions, Covenants, Conditions,  
5 Reservations, Easements, Liens and Charges shall not apply to  
6 Lots 201 and 202 of Tract No. 21067 except the provisions pertain-  
7 ing to membership in the association, voting rights as set forth  
8 in this document and assessments as set forth in this document.  
9 All other provisions of this document are inapplicable to these  
10 lots.  
11

12 IN WITNESS WHEREOF, Declarant has affixed its signature  
13 the day and year first above written.

STONY HILLS INVESTMENT CO. (a partnership)


FUGLIO CORP. (Partner)

  
NATHAN SHAPELL, President

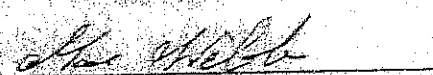
  
IRVIN STERMAN, Assistant Secretary

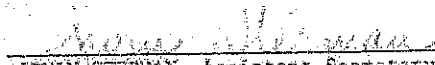
GLADYS CORP. (Partner)

  
DAVID SHAPELL, President


  
IRVIN STERMAN, Assistant Secretary


RIDGELAND CORP. (Partner)

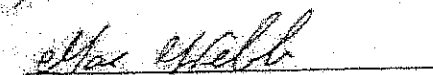
  
MAX WEISS, President

  
IRVIN STERMAN, Assistant Secretary

HOME TRUST INVESTMENT CO. (a partnership)

  
NATHAN SHAPELL, Partner

  
DAVID SHAPELL, Partner

  
MAX WEISS, Partner

DATE: March 9, 1968

BK 42165 PG 555

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES  
March 9, 1966  
Before me, the undersigned, a Notary Public in and for said County and State, personally appeared NATHAN SHAPPELL, DAVID SHAPPELL and MAX WEBB

to be \_\_\_\_\_  
they executed the within instrument, known to me to be the persons who executed the within instrument, on behalf of the Corporation herein 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.  
EUGENE F. MOUER  
My Commission Expires Jan. 5, 1968

STATE OF CALIFORNIA,  
County of Los Angeles

On March 9, 1966, before me, the undersigned, a Notary Public in and for said County and State, personally appeared MAX WEBB, known to me to be the President, and IRVIN STERMAN, known to me to be the ASST. Secretary of RIDGELAND CORP., the Corporation that executed the within instrument, known to me to be the persons who executed the within instrument, on behalf of the Corporation herein 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.  
EUGENE F. MOUER  
My Commission Expires Jan. 5, 1968  
NAME (TYPED OR PRINTED)  
Notary Public in and for said County and State

STATE OF CALIFORNIA,  
County of Los Angeles

On March 9, 1966, before me, the undersigned, a Notary Public in and for said County and State, personally appeared DAVID SHAPPELL, known to me to be the President, and IRVIN STERMAN, known to me to be the ASST. Secretary of CALAHAD CORP., the Corporation that executed the within instrument, known to me to be the persons who executed the within instrument, on behalf of the Corporation herein 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.  
EUGENE F. MOUER  
My Commission Expires Jan. 5, 1968  
NAME (TYPED OR PRINTED)  
Notary Public in and for said County and State

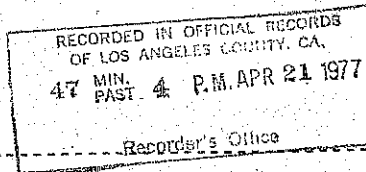
STATE OF CALIFORNIA,  
County of Los Angeles

On March 9, 1966, before me, the undersigned, a Notary Public in and for said County and State, personally appeared NATHAN SHAPPELL, known to me to be the President, and IRVIN STERMAN, known to me to be the ASST. Secretary of ENCLOSURE CORP., the Corporation that executed the within instrument, known to me to be the persons who executed the within instrument, on behalf of the Corporation herein 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.  
EUGENE F. MOUER  
My Commission Expires Jan. 5, 1968  
NAME (TYPED OR PRINTED)  
Notary Public in and for said County and State

Requested By and Mail to:  
Bixby Hill Community Association

%CC&R Association Management, Inc.  
P. O. Box 15166  
Santa Ana, California 92705  
Phone: (714) 558-9414

77- 407929



NOTICE

Tract No. 17367  
County of Los Angeles

The following described property, located in the County of Los Angeles, State of California, is subject, by the provisions of the Declaration of Covenants, Conditions and Restrictions recorded on unk, Book unk, Page unk through unk, Official records of Los Angeles County, California and any Amendments thereto, to compulsory membership in the Bixby Hill Community Association and such membership requires compulsory payment of assessments to the said association.

In compliance with the above named Declaration of Covenants, Conditions and Restrictions, no transfer of title shall be made until requirements for transfer of membership have been received from said community association and provisions made for payment of any unpaid or delinquent community association assessments and transfer fees.

Lots 1 to unk inclusive of tract number 17367 in the County of Los Angeles, State of California, as per maps recorded in Book unk page unk to unk inclusive of maps in the office of the Recorder of said County.

Dated this 25th day of March, ~~1978~~ 1977

Bixby Hill Community Association

By Alton C. Drew  
Title:

Agent for Corporation

State of California )  
County of Orange ) SS.

On March 25, 1977, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Alton C. Drew

Known to me to be the agent of the corporation that executed the within instrument and acknowledged to me that he executed the same for and on behalf of said corporation and that said corporation executed the same.

Witness my hand and official seal.

L. van Dyk  
Notary Public



77- 407929

Requested By and Mail to:

Bixby Hill Community Association

%CC&R Association Management, Inc.

P. O. Box 15166

Santa Ana, California 92705

Phone: (714) 558-9414

77- 407928

RECORDED IN OFFICIAL RECORDS  
OF LOS ANGELES COUNTY, CA.  
47 MIN. PAST 4 P.M. APR 21 1977

FEE  
\$3  
C

Recorder's Office

NOTICE

Tract No. 21067

County of Los Angeles

The following described property, located in the County of Los Angeles, State of California, is subject, by the provisions of the Declaration of Covenants, Conditions and Restrictions recorded on unk, Book unk, Page unk through unk, Official records of Los Angeles County, California and any Amendments thereto, to compulsory membership in the Bixby Hill Community Association and such membership requires compulsory payment of assessments to the said association.

In compliance with the above named Declaration of Covenants, Conditions and Restrictions, no transfer of title shall be made until requirements for transfer of membership have been received from said community association and provisions made for payment of any unpaid or delinquent community association assessments and transfer fees.

Lots 1 to 202 inclusive of tract number 21067 in the County of Los Angeles, State of California, as per maps recorded in Book 737 page 76 to 84 inclusive of maps in the office of the Recorder of said County.

Dated this 25th day of March, ~~1976~~ 1977

Bixby Hill Community Association

By Alton C. Drew

Title:

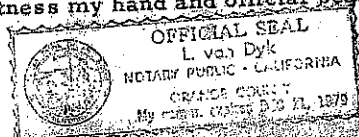
Agent for Corporation

State of California )  
County of Orange ) SS.

On March 25, 1977, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Alton C. Drew

Known to me to be the agent of the corporation that executed the within instrument and acknowledged to me that he executed the same for and on behalf of said corporation and that said corporation executed the same.

Witness my hand and official seal.



L. van Dyk  
Notary Public

77- 407928

Requested By and Mail to:

Bixby Hill Community Association

CC&R Association Management, Inc.  
P. O. Box 15166  
Santa Ana, California 92705  
Phone: (714) 558-9414

77- 407930

RECORDED IN OFFICIAL RECORDS  
OF LOS ANGELES COUNTY, CA.  
47 MIN. 4 P.M. APR 21 1977

Recorder's Office

FEE  
\$3  
C

NOTICE

Tract No. 23482  
County of Los Angeles

The following described property, located in the County of Los Angeles, State of California, is subject, by the provisions of the Declaration of Covenants, Conditions and Restrictions recorded on unk, Book unk, Page unk through unk, Official records of Los Angeles County, California and any Amendments thereto, to compulsory membership in the Bixby Hill Community Association and such membership requires compulsory payment of assessments to the said association.

In compliance with the above named Declaration of Covenants, Conditions and Restrictions, no transfer of title shall be made until requirements for transfer of membership have been received from said community association and provisions made for payment of any unpaid or delinquent community association assessments and transfer fees.

Lots 1 to 88 inclusive of tract number 23482  
in the County of Los Angeles, State of California, as per maps recorded in Book 747 page 46 to 47 inclusive of maps in the office of the Recorder of said County.

Dated this 25th day of March, 1977

Bixby Hill Community Association

By Alton C. Drew  
Title:

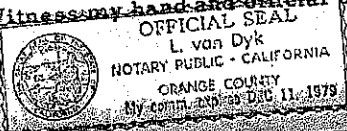
Agent for Corporation

State of California )  
County of Orange ) SS.

On March 25, 1977, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Alton C. Drew

known to me to be the agent of the corporation that executed the within instrument and acknowledged to me that he executed the same for and on behalf of said corporation and that said corporation executed the same.

Witness my hand and official seal.



L. von Dyk  
Notary Public

77- 407930

95 1398001

WHEN RECORDED MAIL TO:

FIGORE, WALKER, RACOBS & POWERS (BDW)  
A Professional Law Corporation  
18400 Von Karman Avenue, Suite 600  
Irvine, CA 92715

RECORDED/FILED IN OFFICIAL RECORDS  
RECORDER'S OFFICE  
LOS ANGELES COUNTY  
CALIFORNIA

3:41 PM AUG 25 1995

(SPACE ABOVE FOR RECORDER'S USE)

COVENANT

FEE \$34 L

PRAMILA J. PATEL, AS TRUSTEE OF THE PRAMILA J. PATEL REVOCABLE TRUST, ESTABLISHED JULY 29, 1991, AS TO AN UNDIVIDED 1/3 INTEREST; AND BHARAT J. PATEL AND BEVERLY B. PATEL, AS TRUSTEES OF THE PATEL FAMILY TRUST ESTABLISHED DECEMBER 7, 1990, AS TO AN UNDIVIDED 2/3 INTEREST, ALL AS JOINT TENANTS (hereinafter "PATEL") owns the real property (the "Subject Property"), described on the attached Exhibit 'A.' 10

BIXBY HILL COMMUNITY ASSOCIATION, a California nonprofit mutual benefit corporation ("ASSOCIATION" herein) was established to provide for the management, protection, maintenance, preservation, operation, development and control of the real property (the "Community Property") described on the attached Exhibit "B," and a portion of the Subject Property (among other lots), as described in the Declaration of Protective Restrictions, Covenants, Conditions, Reservations, Easements, Liens and Charges for Bixby Hill Community Association, recorded on March 28, 1966, as Document No. M2165-522 of the Official Records of Los Angeles County, and all amendments and supplements thereto (the "Declaration").

#### RECITALS

A. A dispute has arisen between PATEL and the ASSOCIATION concerning the amount and payment of assessments due to the ASSOCIATION with respect to the two (2) lots which comprise the to the Subject Property, pursuant to Article V, Section 3 of the Declaration concerning payment of assessments. PATEL and ASSOCIATION desire to hereafter resolve and forever settle the dispute, according to the terms and conditions of this Covenant.

B. ASSOCIATION maintains that PATEL is obligated to pay two (2) units of assessment pursuant to Article V, Section 3 of the Declaration, for each of the two (2) lots comprising the Subject Property.

C. PATEL maintains that he is only liable to pay one (1) unit of assessment for the two (2) lots, notwithstanding that PATEL has at various times paid two (2) units of assessment since their original purchase of the property on or about October 31, 1989.

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, PATEL and ASSOCIATION hereby agree as follows:

1. Commencing with the regular assessment due July 1, 1994, ASSOCIATION and PATEL hereby agree that the Subject Property shall be subject to a single unit of assessment, pursuant to Article V, Section 3, of the recorded Declaration. This obligation to pay a single unit assessment shall remain in effect only for so long as PATEL owns the Subject Property.

2. This obligation to pay a single unit of assessment shall also apply to any special assessments, including capital improvement assessments, levied by the ASSOCIATION during the time frame in which PATEL owns the Subject Property.

3. Beginning on the first day of the month following any transfer or other hypothecation by PATEL of the Subject Property to any third party, in whole or in part, the Subject Property shall again become subject to two (2) units of assessment (one (1) unit of assessment for Lot 187 and one (1) unit of assessment for Lot 188, of Tract 21067), all as more specifically provided in the Declaration. This obligation to pay two (2) units of assessment for each lot shall apply to any special assessments and/or capital improvement assessments levied by the ASSOCIATION subsequent to PATEL'S transfer or other hypothecation of the Subject Property.

4. PATEL hereby waives, and forever releases the ASSOCIATION from any claim, demand, debt, or liability associated with PATEL'S prior payment of two (2) units of assessments with respect to the Subject Property.

5. ASSOCIATION hereby waives, and releases PATEL from any further obligation to pay two (2) units of assessment on the Subject Property, from and after the period commencing July 1, 1994, and continuing until such time as PATEL may transfer or otherwise hypothecate the Subject Property, all as more specifically provided above.

6. PATEL expressly acknowledges and consents to the recording of this Covenant in the Official Records of Los Angeles County, California. PATEL further agrees and covenants that upon any sale or other hypothecation of the Subject Property, a copy of this Covenant shall be provided to any grantee or other transferee of the Subject Property.

7. PATEL and ASSOCIATION further agree and covenant that pursuant to Civil Code Section 1468, the covenants provided herein shall run with both the Subject Property and the property subject to the Declaration. The covenants contained herein shall benefit and be binding upon each successive owner, during such successor's ownership of any portion of the land affected by this COVENANT.

8. PATEL agrees and represents that he will not look to ASSOCIATION, or hold ASSOCIATION responsible, to disclose to potential buyers of the Subject Property any information concerning the contents of this Covenant, and ASSOCIATION shall have no obligation to disclose such information.

9. If legal action is instituted to enforce any of the terms and conditions of this COVENANT, the prevailing party in such action shall be entitled to recover its reasonable attorneys' fees and court costs incurred in such action.

10. Any notices, requests, demands, instructions or other communications in conjunction with this Covenant shall be personally delivered or mailed by first-class mail, certified and return receipt requested, to the parties as follows:

TO PATEL: BHARAT PATEL, M.D.  
6440 Shire Way  
Long Beach, CA 90815

TO ASSOCIATION: BIXBY HILL COMMUNITY ASSOCIATION  
c/o Transpacific Management Company  
Attention: Diane Houston  
12607 Hidden Creek Way, Suite R  
Cerritos, CA 90701

The address to which such notice or communication is to be sent may be changed by a party from time to time by a notice delivered or mailed as provided herein.

This Covenant shall be effective upon its execution by PATEL and ASSOCIATION and its recordation in the Office of the County Recorder, County of Los Angeles, State of California.

Dated: 6/30, 1995

PATEL

Pramila J. Patel  
PRAMILA J. PATEL, as Trustee of the Pramila J. Patel Revocable Trust, established July 29, 1991, as to an undivided 1/3 interest

Bharat J. Patel  
BHARAT J. PATEL, Trustee of the Patel Family Trust established December 7, 1990, as to an undivided 2/3 interest

Beverly B. Patel  
BEVERLY B. PATEL, Trustee of the Patel Family Trust established December 7, 1990, as to an undivided 2/3 interest

Dated: 8/2, 1995

ASSOCIATION

BIXBY HILL COMMUNITY ASSOCIATION  
a California nonprofit mutual benefit corporation

By John D. Joseph  
Its President

By Bernadine L. Kussman  
Its Secretary

52597.01

95 1398001



STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On 6-30-95 before me, FUENSANTA M. CRONE, personally appeared  
PRAMILA J. PATEL

☐ personally known to me - OR - ☒

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Fuensanta M. Crone  
(Signature of Notary)

(Seal)



RIGHT THUMBPRINT  
(OPTIONAL)



CAPACITY CLAIMED BY  
SIGNER(S)

☐ INDIVIDUAL(S)  
☐ CORPORATE

☐ PARTNER(S)  
☐ ATTORNEY IN FACT  
☒ TRUSTEE(S)  
☐ GUARDIAN/CONSERVATOR  
☐ OTHER:

SIGNER IS  
REPRESENTING:  
(name of person(s) or  
entity)

ATTENTION NOTARY: The information requested below is OPTIONAL. It could, however, prevent fraudulent attachment of this certificate to any unauthorized document.

THIS CERTIFICATE Title or Type of Document:

MUST BE ATTACHED  
TO THE DOCUMENT  
DESCRIBED AT RIGHT

Number of Pages

Date of Document

Signer(s) Other Than Named Above:

6

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On 6-30-95 before me, FUENSANTA M. CRONE personally appeared

BHARAT J. PATEL

☐ personally known to me - OR - ☒

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Fuensanta M. Crone  
(Signature of Notary)

(Seal)



RIGHT THUMBPRINT  
(OPTIONAL)



CAPACITY CLAIMED BY  
SIGNER(S)

☐ INDIVIDUAL(S)  
☐ CORPORATE

☐ PARTNER(S)  
☐ ATTORNEY IN FACT  
☒ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR  
☐ OTHER

SIGNER IS  
REPRESENTING:  
(name of person(s) or  
entity)

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Number of Pages

Date of Document

Signer(s) Other Than Named Above:

95 1398001

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On 6-30-95 before me, FUENSANTA M. CRONE, personally appeared  
Beverly B. Patel

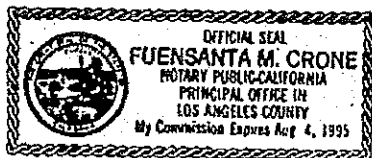
☐ personally known to me - OR - ☒

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Fuensanta M. Crone  
(Signature of Notary)

(Seal)



RIGHT THUMBPRINT  
(OPTIONAL)



\*CAPACITY CLAIMED BY  
SIGNER(S)

☐ INDIVIDUAL(S)  
☐ CORPORATE

☐ PARTNER(S)  
☐ ATTORNEY IN FACT  
☒ TRUSTEE(S)  
☐ GUARDIAN/CONSERVATOR  
☐ OTHER:

SIGNER IS  
REPRESENTING:  
(name of person(s) or  
entity)

ATTENTION NOTARY: The information requested below is OPTIONAL. It could, however, prevent fraudulent attachment of this certificate to any unauthorized document.

THIS CERTIFICATE Title or Type of Document:

MUST BE ATTACHED  
TO THE DOCUMENT  
DESCRIBED AT RIGHT

Number of Pages

Date of Document

Signer(s) Other Than Named Above:

21742.wp

95 1398001

STATE OF CALIFORNIA }  
COUNTY OF ORANGE }

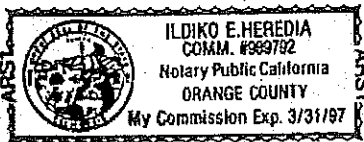
On 8/2/95 before me, Ildiko E. Heredia personally appeared  
Louis G. Lathorne

☐ personally known to me - OR - ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

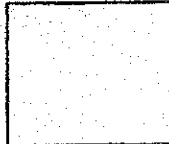
WITNESS my hand and official seal.

Ildiko E. Heredia  
(Signature of Notary)

(Seal)



RIGHT THUMBPRINT  
(OPTIONAL)



CAPACITY CLAIMED BY  
SIGNER(S)

☐ INDIVIDUAL(S)  
☒ CORPORATE


☐ PARTNER(S)  
☐ ATTORNEY IN FACT  
☐ TRUSTEE(S)  
☐ GUARDIAN/CONSERVATOR  
☐ OTHER:

SIGNER IS  
REPRESENTING:  
(name of person(s) or  
entity)

ATTENTION NOTARY: The information requested below is OPTIONAL. It could, however, prevent fraudulent attachment of this certificate to any unauthorized document.

THIS CERTIFICATE Title or Type of Document: \_\_\_\_\_  
MUST BE ATTACHED Number of Pages \_\_\_\_\_ Date of Document \_\_\_\_\_  
TO THE DOCUMENT Signer(s) Other Than Named Above: \_\_\_\_\_  
DESCRIBED AT RIGHT

8

STATE OF CALIFORNIA } COUNTY OF <u>Orange</u> }		RIGHT THUMBPRINT (OPTIONAL) <div style="border: 1px solid black; width: 100px; height: 60px; margin: 10px auto;"></div>
On <u>8/2/95</u> before me, <u>Ildiko E. Heredia</u> , personally appeared <u>Bernadine L. Kussman</u>		
<input type="checkbox"/> personally known to me - OR - <input checked="" type="checkbox"/>	proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) <u>is/are</u> subscribed to the within instrument and acknowledged to me that he/ <u>she</u> /they executed the same in his/ <u>her</u> /their authorized capacity(ies), and that by his/ <u>her</u> /their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.	
WITNESS my hand and official seal. <div style="text-align: center;"><u>Ildiko E. Heredia</u> (Signature of Notary)</div>		
(Seal)	<div style="border: 1px solid black; padding: 5px; text-align: center;"><div>ILDIKO E. HEREDIA COMM. #989792 Notary Public California ORANGE COUNTY My Commission Exp. 3/31/97</div></div>	
<div><div><input type="checkbox"/> INDIVIDUAL(S) <input checked="" type="checkbox"/> CORPORATE</div><div><input type="checkbox"/> PARTNER(S) <input type="checkbox"/> ATTORNEY IN FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER</div></div> <div>SIGNER IS REPRESENTING: (name of person(s) or entity) _____ _____ _____</div>		
ATTENTION NOTARY: The information requested below is OPTIONAL. It could, however, prevent fraudulent attachment of this certificate to any unauthorized document.		
THIS CERTIFICATE Title or Type of Document: _____ MUST BE ATTACHED Number of Pages _____ Date of Document _____ TO THE DOCUMENT Signer(s) Other Than Named Above: _____ DESCRIBED AT RIGHT _____		

21742.wp

95 1398001

9

LEGAL DESCRIPTION OF SUBJECT PROPERTY

All that certain land situated in the State of California, County of Los Angeles, City of Long Beach, described as follows:

Lots 187 and 188 of Tract 21067, in the City of Long Beach, as per map recorded in Book 737, Pages 76 to 84, inclusive, of Maps, in the Office of the County Recorder of Los Angeles County.

Together with the southerly one-half of Shire Way, vacated by Resolution No. C-19480, recorded November 12, 1965, as Instrument No. 4131, lying between the northeasterly prolongation of the westerly line of Lot 187 and the northeasterly prolongation of the easterly line of Lot 188.

Excepting therefrom all oil, gas, petroleum, naphtha and other hydrocarbon substances and minerals in and under said land, but without any right of entry in and upon the surface of land, as reserved by Katherine Bixby Hotchkis and Florence Elizabeth Bixby Janeway as Trustees under that certain Declaration of Trust dated July 7, 1930, and recorded July 9, 1930, in Book 10149, Page 89, of Official Records, in deed recorded December 31, 1963, as Instrument No. 5723, in Book D2306, Page 806, of Official Records.

Also except all oil, gas, petroleum, naphtha and other hydrocarbon substances and minerals in and under the property hereinabove described, together with the exclusive and perpetual right to explore for, drill through, extract, develop, mine and remove the same, and to make such use of said subsurface area as necessary or convenient in connection with said right, subject to the express limitation that any and all operations for the exploration, drilling through, development, production, extraction, mining and removing of any of said substances or minerals shall be carried on at or below the depth of 500 feet from the surface of said land by means of wells, derricks, lateral or slant drilling, tunnels, and/or other methods or equipment from the surface other than land hereby conveyed and subject to the further express limitation that the foregoing reservations and exceptions shall in no way be interpreted to include any right of entry in and upon the surface of the land conveyed hereby as reserved by Ridgeland Corp., a corporation; Euclid Corp., a corporation; and Galahad Corp., a corporation, in deeds recorded January 6, 1965, in Book D2755, Page 416; Book D2755, Page 426; and in Book D2755, Page 424, respectively, of Official Records.

EXHIBIT "A"

95 1398001

10

LEGAL DESCRIPTION OF ASSOCIATION COMMUNITY PROPERTY

Lots 115-126 of Tract 17367 as per map recorded December 4, 1969, in Book 794, Pages 1-5, of Miscellaneous Maps, Records of Los Angeles County, California.

Lots 89-91 of Tract 23482 as per map recorded September 22, 1965, in Book 747, Pages 46 and 47, of Miscellaneous Maps, Records of Los Angeles County, California.

EXHIBIT 'B'

0052597.01

95 1398001