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**Amendment to Declaration of Covenants,
Conditions and Restrictions**

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HERBERT J. STRICKSTEIN LAW CORPORATION
1801 Avenue of Stars, Suite 1420
Los Angeles, California 90067

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AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR TRACT 32948
CITY OF CALABASAS, COUNTY OF LOS ANGELES
STATE OF CALIFORNIA

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HERBERT J. STRICKSTEIN LAW CORPORATION
1801 Avenue of the Stars, Suite 1420
Los Angeles, California 90067

AMENDMENT TO DECLARATION OF PROTECTIVE
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR

TRACT 32948 - CITY OF CALABASAS
COUNTY OF LOS ANGELES

THIS AMENDMENT TO DECLARATION is made as of this 30th day of SEPT.,
2002 by the undersigned (defined below).

RECITALS

- A. WHEREAS, the undersigned are no less than seventy per cent (70%) of record owners of Lots 1 to 69 inclusive of Tract 32948, as per map recorded in Book 950, pages 25 to 30 inclusive of maps of Los Angeles County;
- B. WHEREAS, the record owners described in A. above, by the signing of this Amendment do hereby impose upon their respective lots the Covenants, Conditions and Restrictions imposed by the Declaration (the "Declaration") herein being amended, and by this Amendment, said Declaration having been recorded as Document No. 80-636120, on July 2, 1980, in the Office of the County Recorder of Los Angeles County; and
- C. WHEREAS, the undersigned desire to amend said Declaration to change the status of Streets as defined in Section 1.21 herein from public to private, to construct and maintain an entry Gate system to the Neighborhood as defined in Section 1.16. to create a Homeowner's Association in part for the purpose of receiving the Streets upon being vacated by the City of Calabasas, and to maintain the Streets, when private, all as hereinafter set forth; PROVIDED, HOWEVER, IF THE CITY OF CALABASAS DOES NOT VACATE THE STREETS IN THE NEIGHBORHOOD (AS DEFINED HEREIN) TO THE HOMEOWNERS' ASSOCIATION CREATED BY THIS AMENDMENT AND GRANT PERMISSION FOR THE CONSTRUCTION OF AN ENTRY GATING SYSTEM WITHIN TWO (2) YEARS FROM THE DATE THIS AMENDMENT TO DECLARATION IS ADOPTED, IT SHALL AUTOMATICALLY EXPIRE AND BECOME VOID AND UNENFORCEABLE.
- D. NOW THEREFORE, said Declaration is hereby amended by adding a New Article VII, entitled "Braewood Calabasas Homeowner's Association, Inc.," which shall provide as follows:

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ARTICLE VII

BRAEWOOD CALABASAS HOMEOWNER'S ASSOCIATION, INC.

Section 1. DEFINITIONS.

1.1 "Articles" shall mean and refer to the Articles of Incorporation of the Association, as duly amended in writing from time to time.

1.2 "Assessment" shall mean that portion of the cost of maintaining, improving, repairing, operating and managing the Common Area which is to be paid by each Owner as determined by the Association, and shall include regular and special Assessments.

1.3 "Association" shall mean and refer to the BRAEWOOD CALABASAS HOMEOWNER'S ASSOCIATION, INC., a California nonprofit mutual benefit corporation, the Members of which shall be the Owners of Lots in the Neighborhood.

1.4 "Board" or "Board of Directors" shall mean and refer to the governing body of the Association.

1.5 "Bylaws" shall mean and refer to the Bylaws of the Association, as amended from time to time.

1.6 "Common Area" shall mean and refer to the portions of the Neighborhood to be owned by the Association for the common use and enjoyment of the Owners which includes, but is not necessarily limited to, proposed and constructed entry gates system and all related structures and equipment on Parched Drive and on Freedom Drive (the "Gates") and, upon vacating by the City of Calabasas, the Streets shown on Tract Map 32948.

1.7 "Common Expenses" means and includes the actual and estimated expenses of operating the Common Area and any reasonable reserve of such purposes as found and determined by the Board and all sums, designated Common Expenses by or pursuant to the Declaration, Articles, or Bylaws.

1.8 "Declaration" shall mean and refer to this Declaration, as amended or supplemented from time to time.

1.9 "Foreclosure" shall mean and refer to the legal process by which the mortgaged property of a borrower in default under a mortgage is sold, and the borrower's interest in such property is sold, pursuant to California Civil Code §§ 2924a et seq. or sale by the Court pursuant to California Code of Civil Procedure §§ 725a and any other applicable law.

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1.10 "Lot" shall mean and refer to each Lot shown on the Map with the exception of the Common Area. Unless otherwise provided for, "Lot" shall also mean the three (3) lots located at 4241, 4244 and 4245 Balcony Drive more specifically described as:

4241 Balcony Drive - Parcel 1 of Parcel Map No. 23796, in the City of Calabasas, County of Los Angeles, State of California, as per map recorded in Book 267, pages 31 to 35 inclusive of Parcel Maps, in the Office of the County Recorder of said County.

4244 Balcony Drive - Parcel 3 of said Parcel Map

4245 Balcony Drive - Parcel 2 of said Parcel Map

1.11 "Map" shall mean and refer to the Tract Map for TRACT 32948, Lots 1 to 69 inclusive together with the three (3) lots referred to in 1.10 above, said Map recorded in Book 950, Pages 25 to 30 inclusive, of Maps of Los Angeles County.

1.12 "Member" shall mean and refer to a person entitled to membership in the Association as provided herein. There is also hereby created an "Associate" membership for the Owners of Lots located at (1) 4241 (2) 4244 and (3) 4245, all of Balcony Drive, more specifically described in Section 1.10. The rights and obligations of the Associate Members shall be in accordance with the provisions of the Bylaws. As used in this Declaration, the "Member" and/or "Members" shall not include "Associate Member" and/or "Associate Members", unless otherwise provided, and shall also mean Members in good standing.

1.13 "Mortgage" shall include a deed of trust as well as a mortgage.

1.14 "Mortgagee" shall include a beneficiary or a holder of a deed of trust as well as a mortgagee.

1.15 "Mortgagor" shall include the trustor of a deed as well as a mortgagor.

1.16 "Neighborhood" shall mean and refer to the Common Area, all Lots and all improvements herein, subject to this Declaration.

1.17 "Neighborhood Documents" shall mean and refer to this Declaration, together with the basic documents used to create and govern the Neighborhood, including the Map, the Articles, and the Bylaws (but excluding unrecorded rules and regulations adopted by the Board or the Association).

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1.18 "Owner" or "Owners" shall mean and refer to the record Owner, whether one (1) or more persons or entities, of fee simple title to any Lot which is part of the Neighborhood but excluding those persons or entities having an interest merely as security for the performance of an obligation. All such Owners are Members of the Association. If a Lot is sold under a contract of sale and the contract is recorded, the purchaser, rather than the fee owner, shall be considered the "Owner" from and after the date the Association receives written notice of the recorded contract.

1.19 "Person" means a natural person, a corporation, a partnership, a trust, or other legal entity.

1.20 "Rules" shall mean and refer to the written rules adopted from time to time by the Association.

1.21 "Streets" shall mean the Streets shown on Tract Map 32948, namely Freedom Drive, Balcony Drive, Parched Drive, Camay Court, Craft Court and Drums Court, and the sidewalks adjacent thereto.

1.22 Any reference to a time period of days shall mean and refer to calendar days, not business days.

Section 2. DESCRIPTION OF NEIGHBORHOOD AND CREATION OF PROPERTY RIGHTS.

2.1 Description of Neighborhood: The Neighborhood consists of the Common Area, and all Lots therein.

2.2 Easements; Dedications of Common Area: Each of the Lots shown on the Map shall have appurtenant to it as the dominant tenement an easement over the Common Area as the servient tenement for ingress and egress, and for use, occupancy and enjoyment, and for the construction, maintenance and operation of Gates and maintenance of the Streets, subject to the following provisions:

A. The right of the Association to suspend the voting rights of a Member or an Associate Member for any period during which any Assessment against his Lot remains unpaid, and for any infraction of the Declaration, Bylaws, Articles or written Rules in accordance with the provisions hereof.

B. The right of the Association to dedicate, transfer or mortgage all or any part of the Common Area to any private institutional lender or to public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided, that in the case of the borrowing of money and the mortgaging of its property as security therefor, the rights of such mortgagee shall be subordinate to the rights of the Members of the Association and to the Members' mortgagees and heirs, if any. No such dedication, transfer or mortgage shall be effective unless an instrument signed or approved in writing by two-thirds (2/3) of the Members of the Association in good standing agreeing to such dedication, transfer or mortgage has been recorded.

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C. The right of the Association to grant easements under, in, upon, across, over, above or through any portion of the Common Area for common purposes, including, without limitation, access, utilities, and parking, which are beneficial to the Neighborhood. Such easement shall be duly recorded. The Association shall not have the right to grant for public parking purposes, including but not limited to, public and private educational institutions.

The foregoing easements when granted shall be subject to the written condition that their use and enjoyment shall not unreasonably interfere with the use, occupancy or enjoyment of all or any part of any Lot servient to them or to which they are appurtenant. The Board of Directors shall not approve any such easements without a two-thirds vote of the Board members attending the meeting for which the vote is duly noticed on the agenda.

2.3 Easements to Accompany Conveyance of Lot: Easements, as recorded, that benefit or burden any Lot shall be appurtenant to that Lot and shall automatically accompany the conveyance of any Lot, even though the description in the instrument of conveyance may refer only to the fee title to the Lot.

2.4 Delegation of Use: Any Owner may delegate, in accordance with the Bylaws, as amended from time to time, his right of enjoyment to the Common Area and improvements to the members of his family, guests, tenants, or contract purchasers who reside in the Neighborhood.

[2.5 and 2.6 intentionally omitted]

2.7 Rights of Entry and Use: The Lots in Tract 32948 and Common Area shall be subject to the following rights of entry and use:

A. The access rights of the Association to maintain, repair or replace improvements or property located in the Common Area;

B. The easements described in the Section 2.

2.8 Partition of Common Area: There shall be no subdivision or partition of the Common Area, nor shall Owner seek any partition or subdivision thereof.

Nothing herein shall be construed to prohibit partition of a joint tenancy, tenancy in common, or co-tenancy in any Lot.

2.9 All Easements Part of Common Plan: Whenever any easements are reserved or created or are to be reserved or created herein, such easements shall constitute equitable servitudes for the mutual benefit of all property in the Neighborhood, even if only certain Lots are specifically mentioned as subject to or benefitting from a particular easement, and when easements referred to herein are subsequently created by grant deeds, such easements are part of the common plan created by this Declaration for the benefit of all property Owners within the Neighborhood.

Section 3. ASSOCIATION, ADMINISTRATION, MEMBERSHIP AND VOTING RIGHTS.

3.1 Association to Own and Manage Common Areas: The Association shall own and manage the Common Area in accordance with the provisions of applicable law, Article VII of this Declaration, and the Articles and Bylaws.

3.2 Membership: The Owner of a Lot in Tract 32948 shall automatically, upon becoming the Owner of same, be a Member of the Association, and shall remain a Member thereof until such time as his ownership ceases for any reason. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Membership shall be held in accordance with the Articles and Bylaws. The Owners of the three (3) Lots in Parcel Map 23796 referred to in Section 1.12 hereinabove shall be Associate Members of the Association as set forth in the Bylaws and shall be allowed to vote, but only if in good standing and only on those matters directly related to Common Area issues.

3.3 Transferred Membership: Membership in the Association shall not be transferred, encumbered, pledged, or alienated in any way, except upon the sale or encumbrance of the Lot to which it is appurtenant, and then only to the purchaser, in the case of a sale, or mortgagee, in the case of an encumbrance of such Lot. On any transfer of title to an Owners's Lot, including a transfer on the death of an Owner, membership passes automatically with title to the transferee.

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A mortgagee does not have membership rights until it obtains title to the Lot through Foreclosure or deed in lieu thereof. Any attempt to make a prohibited transfer is void. No Member other than Associate Members may resign his membership. On notice of a transfer, the Association shall record the transfer on its books.

3.4 Membership and Voting Rights: Membership and voting rights shall be as set forth in the Bylaws.

Section 4. MAINTENANCE AND ASSESSMENTS.

4.1 Creation of the Lien and Personal Obligation of Assessments: Each Owner of any Lot within Tract 32948 shall:

- (1) pay to the Association annual Assessments or charges, and special Assessments for purposes permitted herein, such Assessments to be established and collected as hereinafter provided; and
- (2) allow the Association to enforce any Assessment lien established hereunder by nonjudicial proceedings under a power of sale or by any other means authorized by law.

The annual and special Assessments, together with interest, late charges, collection costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made, the lien to become effective upon recordation of a notice of delinquent Assessment. Each such Assessment, together with interest, late charges, collection costs, and reasonable attorneys' fees, shall also be the personal obligation (joint and several) of each person who was the Owner of such Lot at the time when the Assessment fell due. No Owner of a Lot may exempt himself from liability for his contribution towards the Common Expenses by waiver of the use or enjoyment of any of the Common Areas or by the abandonment of his Lot.

The interest of any Owner in the amounts paid pursuant to any Assessment upon the transfer of ownership shall pass to the new Owner. Upon the termination of these covenants for any reason, any amounts remaining from the collection of such Assessments after paying all amounts properly charged against such Assessments shall be distributed to the then Owners on the same pro rata basis on which the Assessments were collected.

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Any Associate Member who pays the Assessments as provided in this Section 4, and is not in arrears in the payment thereof, shall be allowed to vote but only on those matters directly related to Common Area issues, and not on matters directly related to issues concerning the sixty-nine (69) Lots within Tract 32948.

4.2 Purpose of Assessments: The Assessments levied by the Association shall be used exclusively to construct and maintain the Gates and maintain the Common Area and provide for and enhance the economic interests, recreation, health, safety, and welfare of all the residents in the Neighborhood and to enable the Association to perform its obligations hereunder.

4.3 Assessments:

(a) Annual Assessments: The Board shall establish and levy annual Assessments in an amount that the Board estimates will be sufficient to raise the funds needed to perform the duties of the Association during each fiscal year.

The annual Assessment shall include a portion for reserves in such amounts as the Board in its discretion considers appropriate to meet the costs of the future repair, replacement or additions to the major improvements and fixtures that the Association is obligated to maintain and repair. Reserve funds shall be deposited in a separate account and the signatures of at least two (2) Members of the Board shall be required to withdraw monies from the reserve account. Reserve funds may not be expended for any purpose other than repairing, restoring, maintaining or replacing components of the Common Area that the Association is obligated to maintain without the consent of Members holding a majority of the voting power either at a duly held meeting or by written ballot.

(b) Special Assessments: The Board may levy a special Assessment to raise funds for unexpected operating or other costs, insufficient operating or reserve funds, or for such other purposes as the Board in its discretion considers appropriate. Special Assessments shall be allocated among the Lots in the same manner as annual Assessments, except in the case of an Assessment levied by the Board against a Member to reimburse the Association for costs incurred in bringing the Member and his Lot into compliance with provisions of the Neighborhood Documents.

4.4 Restriction on Increases in Annual or Special Assessments: The Board may not impose an annual Assessment after the first year of initial Assessments which is more than twenty percent (20%) greater than the initial Assessment. The initial annual Assessment shall be established by the Board no later than sixty (60) days after the recordation with the County Recorder of Los Angeles County of this Amendment to Declaration. Thereafter, commencing with the third year after the initial Assessments, the

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Board may not impose an annual Assessment on any Lot which is more than ten percent (10%) greater than the annual Assessment for the immediate preceding fiscal year or levy a special Assessment to defray the cost of any action or undertaking on behalf of the Association which in the aggregate exceeds five percent (5%) of the budgeted gross expenses of the Association for that fiscal year, without the vote or written assent of Members casting a majority of the votes of Members in good standing at a meeting of the Association at which a quorum is present. For purposes of this section 4.4, a "quorum" means more than fifty percent (50%) of the Members of the Association in good standing. Any meeting of the Association for purposes of complying with this section 4.4 shall be conducted in accordance with the California Corporations Code. Commencing with the third year, the Board may increase annual Assessments by up to ten percent (10%) over the annual Assessment for the immediate preceding fiscal year only if the Board has complied with the provisions of California Civil Code § 1365, or has obtained the approval of such increase by the Members in the manner set forth above in this section.

Notwithstanding the foregoing, the Board, without membership approval, may increase annual Assessments or levy special Assessments necessary for an emergency situation. For purposes of this Section, an emergency situation is one of the following:

- (1) an expense required by an order of a court,
- (2) an expense necessary to repair or maintain the Common Area or any part of it where a threat to personal safety in the Neighborhood is discovered, or
- (3) an expense necessary to repair or maintain the Common Area or any part of it which was not included in the pro forma operating budget; provided, however, that prior to the imposition or collection of the Assessment, the Board shall pass a resolution containing written findings as to the necessity of the extraordinary expense involved and why the expense was not included in the budgeting process and the resolution shall be distributed to the Members with the notice of the Assessment.

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The Association shall provide notice by first-class mail to every Member of any increase in the regular or special Assessments of the Association, not less than thirty (30) nor more than sixty (60) days prior to the increased Assessment becoming due.

This Section 4.4 incorporates the statutory requirements of California a Civil Code § 1366. If this section of the California Civil Code is amended in any manner, this Section 4.4 automatically shall be amended in the same manner without the necessity of amending this Declaration.

4.5 Notice and Quorum for Any Action Authorized Under Section 4.4: Any action authorized under Section 4.4, which requires a vote of the membership, shall be taken at a meeting called for that purpose, written notice of which shall be sent or personally delivered to all Members not less than ten (10) nor more than ninety (90) days in advance of the meeting, specifying the place, day and hour of the meeting and, in the case of a special meeting, the nature of the business to be undertaken.

4.6 Division of Assessments: All Assessments, both annual and special, shall be levied equally among the Lots except as provided in section 4.3. Annual Assessments shall be collected on a monthly basis unless the Board directs otherwise. Special Assessments may be collected in one (1) payment or periodically as the Board shall direct.

4.7 Date of Commencement of Annual Assessment; Due Dates: The initial Assessment provided for herein shall commence as to all Lots not later than the thirty (30) days following the recordation of this Amendment with the Office of the County Recorder of Los Angeles County. To the extent any Member has contributed toward the costs for the preparation and other related costs for this Amendment to Declaration and the anticipated formation of the Association, those contributions shall be credited to that Member's share of the initial Assessment.

Subject to the provisions of section 4.3 hereof, the Board of Directors shall use its best efforts to fix the amount of the annual Assessment against each Lot and send written notice thereof to every Owner at least forty-five (45) days in advance of each annual Assessment period, provided that failure to comply with the foregoing shall not affect the validity of any Assessment levied by the Board. Such notice shall contain the name and address of the person to whom payment must be sent. The due date shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, promptly furnish a certificate signed by an officer of the Association, stating whether Assessments on a specified Lot have been paid. Such a certificate shall be conclusive evidence of such payment.

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4.8 Effect of Failure to Timely Pay Assessments: Any Assessment not paid within fifteen (15) days after the due date shall be delinquent, shall bear interest at the rate of twelve percent (12%) per annum from thirty (30) days after the due date until paid, and shall incur a late payment penalty in an amount to be set by the Board from time to time, not to exceed the maximum permitted by applicable law.

4.9 Transfer of Lot by Sale or Foreclosure: Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale of any Lot pursuant to Foreclosure of a first mortgage shall extinguish the lien of such Assessments including attorneys fees, late charges, or interest levied in connection therewith as to payments which become due prior to such sale or transfer (except for Assessment recorded prior to the mortgage). No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

Where the mortgagee of a first mortgage of record or other purchaser of a Lot obtains title to the same as a result of Foreclosure of any such first mortgage, such acquirer of title, and his successor and assigns, shall not be liable for the Assessment by the Association chargeable to such Lot which became due prior to the acquisition of title to such Lot by such acquirer (except for Assessment liens recorded prior to the mortgage). No amendment of the preceding sentence may be made without the consent of Members to which at least sixty-seven percent (67%) of the votes in the Association are allocated. The unpaid share of such Assessments shall be deemed to be Common Expenses collectible from all Members including such acquirer, and his or her successors or assigns.

If a Lot is transferred, the grantor shall remain liable to the Association for all unpaid Assessments against the Lot through and including the date of the transfer. The grantee shall be entitled to a written statement from the Association, dated as of the date of transfer, setting forth the amount of the unpaid Assessments against the Lot to be transferred and the Lot shall not be subject to a lien for unpaid Assessments in excess of the amount set forth in the statement, provided, however, the grantee shall be liable for any Assessments that become due after the date of the transfer, and the Lot shall be subject to any resulting lien.

4.10 Priorities; Enforcement; Remedies: If an Assessment is delinquent, the Association may record a notice of delinquent Assessment and establish a lien against the Lot of the delinquent Member prior and superior to all other liens except (1) all taxes, bonds, Assessments and other levies which, by law, would be superior thereto, and (2) the lien or charge of any first mortgage of record (meaning any recorded mortgage or deeds of trust with first priority over other mortgages or deed of trust) made in good faith and for value. The notice of delinquent Assessment shall state the amount of the Assessment, collection costs, attorneys'

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fees, late charges and interest, a description of the Lot against which the Assessment and other sums are levied, the name of the record owner, and the name and address of the trustee authorized by the Association to enforce the lien by sale. The notice shall be signed by any officer of the Association or any management agent retained by the Association.

An Assessment lien may be enforced in any manner permitted by law, including sale by the court, sale by the trustee designated in the notice of delinquent Assessment, or sale by a trustee substituted pursuant to California Civil Code § 2934(a). Any sale by the trustee shall be conducted in accordance with the provisions of §§ 2922, 2924b, 2924c, 2924f, 2924g and 2924h of the California Civil Code, including any successor statutes thereto, applicable to the exercise of powers of sale in mortgages and deeds of trust, or any other manner permitted by law. Nothing herein shall preclude the Association from bringing an action directly against a Member for breach of the personal obligation to pay Assessments.

Fines and penalties for violation of restrictions are not "Assessments," and are not enforceable by Assessment lien, but are enforceable by court proceedings.

4.11 Unallocated Taxes: In the event that any taxes are assessed against the Common Area, or the personal property of the Association, rather than against the Lots, said taxes shall be included in the Assessments made under the provisions of Section 3.1 and, if necessary, a special Assessment may be levied against the Lots in an amount equal to said taxes, to be paid in two (2) installments, thirty (30) days prior to the due date of each tax installment.

Section 5. DUTIES AND POWERS OF THE ASSOCIATION.

5.1 Duties: The Association acting through its Board shall perform the following duties with respect to the Common Area:

A. Maintenance: After the City of Calabasas vacates the Streets (Balcony Drive, Parched Drive, Freedom Drive, Camay Court, Craft Court, Drums Court) to the Association, all improvements and landscaping thereon, and all property owned by the Association, which includes, but is not necessarily limited to, the Streets, the entry access Gates, the access system, the sidewalks and, to the extent not maintained by a public entity, utility company or equipment district, the Association shall also maintain items such as street lights, electrical infrastructure and sewers located on, over and under the Common Area.

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The responsibility of the Association for maintenance and repair shall not extend to repairs or replacements arising out of or caused by the willful or negligent act or omission of any Member, or his guest, tenant, invitee or pet. Any such repairs or replacements not covered by insurance carried by the Association shall be made by the responsible Member, provided the Board approves the person or entity actually making the repairs and the method of repair. If the responsible Member fails to take the necessary steps to make the repairs within a reasonable time under the circumstances, the Association shall cause the repairs to be made and charge the cost thereof to the responsible Member, which costs shall bear interest at the rate of twelve percent (12%) per annum (but no greater than the maximum rate allowed by law) until paid in full. If such repair is covered by the insurance carried by the Association, the Association shall be responsible for making the repairs, and the responsible Member shall pay any deductible pursuant to the insurance policy. If the Member fails to make such payment, then the Association may make such payment and shall charge the responsible Member, which charge shall bear interest at the rate of twelve percent (12%) per annum (but no greater than the maximum rate allowed by law) until paid in full. If the Member disputes the charge, the Member shall be entitled to a notice and a hearing as provided in the Bylaws before the charge may be collected.

B. Insurance: The Association shall obtain a general liability insurance policy from an A rated insurance company with limits of at least three million dollars (\$3,000,000), and an appropriate officers and directors errors and omissions policy. In addition, all contractors shall have written contracts with provisions indemnifying the Association and requiring the Association to be named as an additional insured.

C. Discharge of Liens: The Association shall discharge by payment, if necessary, any lien against the Common Area and charge the cost thereof to the Member or Members, if any, responsible for the existence of the lien after notice and hearing as provided in the Bylaws.

D. Assessments: The Association shall fix, levy, collect and enforce Assessments as set forth in Article III hereof.

E. Payment of Expenses and Taxes: The Association shall pay all expenses and obligations incurred by the Association in the conduct of its business including, without limitation, all licenses, taxes or governmental charges levied or imposed against the property of the Association.

F. Enforcement: The Association shall be responsible for the enforcement of this Declaration.

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The Association shall maintain and operate the Common Area of the Neighborhood in accordance with all applicable municipal, state, and federal laws, statutes and ordinances, as the case may be. The Association shall also, as a separate and distinct responsibility, insure that third parties (including Owners and their guests) utilize the Common Area in accordance with the aforementioned regulations. The Association shall, when it becomes aware of any violation of the aforementioned regulations, expeditiously correct such violations.

Notwithstanding Article III of the Declaration, all the duties, powers, rights and obligations therein granted to the Architectural Committee, shall upon recordation of this Amendment be thereafter vested in the Association through its Board. The Architectural Committee as previously described and constituted shall be, and is hereby, disbanded.

G. Inspection and Maintenance Guidelines: The Association shall adopt inspection and maintenance guidelines for the periodic inspection and maintenance of the Common Area improvements.

The Association periodically and at least once every two years shall review and update, as required, the inspection and maintenance guidelines.

The Association shall take all appropriate steps to implement and comply with the inspection and maintenance guidelines.

5.2 Powers: In addition to the powers enumerated in the Articles and Bylaws, or elsewhere provided for herein, and without limiting the generality thereof, the Association acting through the Board, unless hereafter otherwise provided, shall have the following powers related to the Common Area:

A. Easements: The Association shall have authority to grant easements where necessary for utilities, cable television and sewer facilities over the Common Area to serve the Common Areas and Lots and/or where necessary to satisfy or achieve appropriate governmental purpose or request.

B. Manager: The Association may hire and/or employ a managing agent or management company and contract with properly licensed and insured independent contractors to perform all or any part of the duties and responsibilities of the Association, except for the responsibility to set or levy fines, adopt rules, impose discipline, hold hearings, file suit, record or foreclose liens, approve budgets or make capital expenditures,

provided that any contract with a firm or person appointed as a managing agent or management company or a independent contractor shall not exceed a one (1) year term, and to terminate the same without cause or payment of a termination fee on thirty (30) days' written notice, or immediately if for cause.

C. Adoption of Rules: The Board may adopt reasonable Rules not inconsistent with this Declaration relating to the use of the Common Area and improvements thereon. Written copies of such Rules and any schedule of fines and penalties adopted by the Board shall be promptly furnished to Owners.

D. Access: For the purpose of performing construction, maintenance or emergency repair for the benefit of the Common Area or the Owners in common, the Association's agents or employees shall have the right, after reasonable notice (except in emergencies, not less than twenty-four (24) hours) to the Owner thereof, to enter any Lot at reasonable hours. Such entry shall be made with as little inconvenience to the Owner as practicable and any property damage caused thereby shall be promptly repaired by the Board at the expense of the Association.

E. Assessments, Liens, Penalties, and Fines: The Board shall have the power to levy and collect Assessments in accordance with the provisions of Article III hereof. The Association may impose fines or take disciplinary action against any Member for failure to pay Assessments or for violation of any provision of this Article VII and the unrecorded Rules adopted by the Board or the Association and furnished to the Member. Penalties may include but are not limited to fines, temporary suspension of voting rights, provided the Member is given notice and a hearing as provided by the Bylaws before the imposition of any fine. The Board shall have the power to adopt a schedule of reasonable fines and penalties for violations of the terms of this Declaration, and for violations of any Rules adopted, provided that such schedule is approved by vote or written consent of a majority of all Members. The penalties prescribed may include suspension of all rights and privileges of membership; provided, however, that suspension for failure to pay Assessments shall be for a maximum period of thirty (30) days, renewable by the Board for an additional thirty (30) day period or periods until paid; and provided further that suspension for infraction of Rules or violation of this Declaration, other than for failure to pay Assessments, shall be limited to a maximum period of thirty (30) days per infraction or violation, and shall be imposed only after a hearing before the Board. The Board may extend said period for an additional period or periods in the case of a continuing infraction or violation, and no hearing need be held for such extension. Written copies of Rules and the schedule of penalties shall be furnished to Members. Fines shall also include the costs of collection, no less than a ten percent (10%) late charge if not promptly paid, but which shall not exceed the maximum allowed by law.

F. Enforcement: The Board shall have the power to enforce this Article VII.

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G. Acquisition and Disposition of Property: The Association shall have the power to acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, or otherwise dispose of real or personal property within the Common Area in connection with the affairs of the Association. Any transfer of property shall be by document signed or approved by two-thirds (2/3) of the Members of the Association in good standing.

H. Loans: The Association shall have the power to borrow money, and only with the assent (by vote or written consent) of two-thirds (2/3) of the Members of the Association in good standing and to mortgage, pledge, deed in trust, or hypothecate any of its real or personal property as security for money borrowed or debts incurred.

I. Dedication: The Association shall have the power to dedicate, sell, or transfer all or any part of 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 shall be effective unless an instrument has been signed or approved by two-thirds (2/3) of Members of the Association in good standing.

J. Contracts: The Association, through its Board, shall have the power to contract for goods and/or services for the Common Area, facilities and interests or for the Association, subject to limitations set forth in the Bylaws, or elsewhere herein. No contract for goods and/or services shall be awarded to any company operated by, or affiliated with any Board member, nor shall any contract for goods and/or services be awarded to any Member, if the Member is to be monetarily compensated by the Association, except for out-of-pocket expenses.

K. Delegations: The Association, the Board, and the officers of the Association shall have the power to delegate their authority and powers to committees, officers or employees of the Association, or to a manager employed by the Association, provided that the Board shall not delegate its responsibility:

- (1) to make expenditures for capital additions or improvements chargeable against the reserve funds;
- (2) to conduct hearings concerning compliance by an Owner or his tenant, lessee, guest or invitee

with the Declaration, Bylaws or Rules promulgated by the Board;

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- (3) to make a decision to levy monetary fines, against individual Lots, or temporarily suspend an Owner's rights as a Member of the Association;
- (4) to make a decision to levy annual or special Assessments; and
- (5) to make a decision to bring suit, record claim of lien or institute Foreclosure proceedings for default in payment of Assessments.

L. Appointment of Trustee: The Association, or the Board acting on behalf of the Association, has the power to appoint or designate a trustee to enforce Assessment liens by sale as provided California Civil Code § 1367(b).

M. Litigation/Arbitration: The Association shall have the power to institute, defend, settle or intervene in litigation, arbitration, mediation or administrative proceedings on behalf of the Association. The Board of Directors has authority to file a suit, or file a demand for arbitration, or incur litigation costs, or enter into a contingent fee contract with an attorney, on behalf of Members, only after getting the vote at a duly noticed and properly held membership meeting, of a majority of a quorum of the Members. This section shall not be construed to limit the power of the Board to defend the Association and its officers, directors and members against any suit.

In any case where the Board determines that the Association's claim will be barred by an applicable statute of limitations by reason of the delay in obtaining the vote required above, and in any case where a quorum of Members was not obtained despite two (2) attempts to call a special meeting following proper notice requirements contained in applicable provisions of the Bylaws, a vote of Members approving the action described above shall not be required, provided that in such case a majority of the entire Board shall approve the action, and the Board shall notify the Members promptly of the action taken by the Board. In the event the Board files an action in advance of a vote by the Members, in order to avoid the running of a statute of limitations, the Board shall call a special meeting of the Members within thirty (30) days after action is taken to file the suit, for the purposes of obtaining the approval of the Members of the action taken by the Board.

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The vote of at least a majority of a quorum of Members shall be required to ratify the Board's action, and in the event of the failure to obtain such approval, the Board shall immediately take all possible steps to settle any suit that has been filed and/or to cause any action that has been filed to be dismissed.

N. Dealings with Municipalities and Governmental Agencies/Districts. The Board shall act on behalf of the Association with the City of Calabasas, the County of Los Angeles, the Las Virgines School District and other governmental agencies as to those matters directly affecting the Association. However, neither the Board or any member or officer thereof, acting in the official capacity nor the Association as an entity shall make political endorsements of any kind.

O. Other Powers. In addition to the powers contained herein, the Board may exercise the powers granted to a nonprofit mutual benefit corporation under the California Corporation Code.

Section 6. COUNTERPARTS.

Any Amendment to this Declaration may be executed in one (1) or more counterparts.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to Declaration, the day and year first hereinabove written.

Date: 9.15.02

OWNER(S) OF LOT WITHIN TRACT 32948

LOT No. 3

Name: Israel Orevi / Israel Orevi

Name: Leora Orevi / Leora Orevi

Street Address:
4215 Balcony Dr.
Calabasas

STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

02 2310673

On SEPTEMBER 15, 2002 before me, the undersigned, a Notary Public in and for said State, personally appeared ISRAEL OREVI AND LEORA OREVI ~~person known to me~~ ~~person known 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
Signature: [Signature]
Notary Public in and for said County and State



24

The vote of at least a majority of a quorum of Members shall be required to ratify the Board's action, and in the event of the failure to obtain such approval, the Board shall immediately take all possible steps to settle any suit that has been filed and/or to cause any action that has been filed to be dismissed.

N. Dealings with Municipalities and Governmental Agencies/Districts. The Board shall act on behalf of the Association with the City of Calabasas, the County of Los Angeles, the Las Virgines School District and other governmental agencies as to those matters directly affecting the Association. However, neither the Board or any member or officer thereof, acting in the official capacity nor the Association as an entity shall make political endorsements of any kind.

O. Other Powers. In addition to the powers contained herein, the Board may exercise the powers granted to a nonprofit mutual benefit corporation under the California Corporation Code.

Section 6. COUNTERPARTS.

Any Amendment to this Declaration may be executed in one (1) or more counterparts.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to Declaration, the day and year first hereinabove written.

Date: 8/16/02

OWNER(S) OF LOT WITHIN TRACT 32948

LOT No. 4

Name: TEVERE V. ROTELLA
Name: MARY JANE ROTELLA
MARY JANE ROTELLA

Street Address:
4207 Balconey Dr.
Calabasas, CA 91302

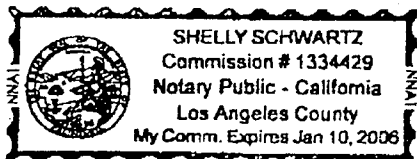
STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

02 2310673

On August 16, 2002 before me, the undersigned, a Notary Public in and for said State, personally appeared TEVERE V. ROTELLA AND MARY JANE ROTELLA and known to me 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

Signature S Shelly Schwartz
Notary Public in and for said County and State



25

The vote of at least a majority of a quorum of Members shall be required to ratify the Board's action, and in the event of the failure to obtain such approval, the Board shall immediately take all possible steps to settle any suit that has been filed and/or to cause any action that has been filed to be dismissed.

N. Dealings with Municipalities and Governmental Agencies/Districts. The Board shall act on behalf of the Association with the City of Calabasas, the County of Los Angeles, the Las Virgines School District and other governmental agencies as to those matters directly affecting the Association. However, neither the Board or any member or officer thereof, acting in the official capacity nor the Association as an entity shall make political endorsements of any kind.

O. Other Powers. In addition to the powers contained herein, the Board may exercise the powers granted to a nonprofit mutual benefit corporation under the California Corporation Code.

Section 6. COUNTERPARTS.

Any Amendment to this Declaration may be executed in one (1) or more counterparts.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to Declaration, the day and year first hereinabove written.

Date: 9/25/2002 OWNER(S) OF LOT WITHIN TRACT 32948
LOT No. 5 Name: Neil A Cook
Name: NEIL A. COOK

Street Address:
4157 Balcony Drive
Calabasas CA 91302

STATE OF CALIFORNIA)
) SS 02 2310673
COUNTY OF LOS ANGELES)

On September 25, 02 before me, the undersigned, a Notary Public in and for said State, personally appeared Neil A. Cook ~~personally known to me~~ (or upon 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

Signature [Signature]
Notary Public in and for said County and State



26

The vote of at least a majority of a quorum of Members shall be required to ratify the Board's action, and in the event of the failure to obtain such approval, the Board shall immediately take all possible steps to settle any suit that has been filed and/or to cause any action that has been filed to be dismissed.

N. Dealings with Municipalities and Governmental Agencies/Districts. The Board shall act on behalf of the Association with the City of Calabasas, the County of Los Angeles, the Las Virgines School District and other governmental agencies as to those matters directly affecting the Association. However, neither the Board or any member or officer thereof, acting in the official capacity nor the Association as an entity shall make political endorsements of any kind.

O. Other Powers. In addition to the powers contained herein, the Board may exercise the powers granted to a nonprofit mutual benefit corporation under the California Corporation Code.

Section 6. COUNTERPARTS.

Any Amendment to this Declaration may be executed in one (1) or more counterparts.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to Declaration, the day and year first hereinabove written.

Date: 9/4/02 OWNER(S) OF LOT WITHIN TRACT 32948
LOT No. 6 Name: Nelson Brestoff Nelson Brestoff
Name: Lois M. Brestoff LOIS M. BRESTOFF

Street Address:
4147 BALCONY DRIVE
CALABASAS, CA 91302

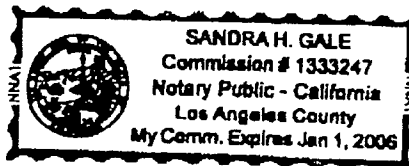
STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

02 2310673

On September 4, 2002 before me, the undersigned, a Notary Public in and for said State, personally appeared Nelson E. Brestoff and Lois M. Brestoff ~~person known to me~~ (or upon 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~~ they executed the same in ~~his~~ their authorized capacity(ies), and that by ~~his~~ 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

Signature Sandra H. Gale
Notary Public in and for said County and State



The vote of at least a majority of a quorum of Members shall be required to ratify the Board's action, and in the event of the failure to obtain such approval, the Board shall immediately take all possible steps to settle any suit that has been filed and/or to cause any action that has been filed to be dismissed.

27

N. Dealings with Municipalities and Governmental Agencies/Districts. The Board shall act on behalf of the Association with the City of Calabasas, the County of Los Angeles, the Las Virgines School District and other governmental agencies as to those matters directly affecting the Association. However, neither the Board or any member or officer thereof, acting in the official capacity nor the Association as an entity shall make political endorsements of any kind.

O. Other Powers. In addition to the powers contained herein, the Board may exercise the powers granted to a nonprofit mutual benefit corporation under the California Corporation Code.

Section 6. COUNTERPARTS.

Any Amendment to this Declaration may be executed in one (1) or more counterparts.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to Declaration, the day and year first hereinabove written.

Date: 09/20/02 OWNER(S) OF LOT WITHIN TRACT 32948
LOT No. 7 Name: ~~_____~~
Name: JOHN GARRY WILLIAMS
Name: CHERYL SUE WILLIAMS

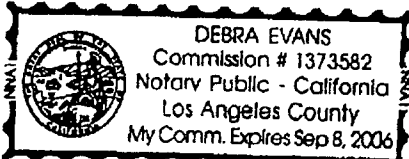
Street Address:
4137 Balcony Drive
Calabasas, CA 91302

STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

02 2310673

On September 20, 2002 before me, the undersigned, a Notary Public in and for said State, personally appeared John Williams and Cheryl Williams personally known to me (or known 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
Signature Debra Evans
Notary Public in and for said County and State



28

The vote of at least a majority of a quorum of Members shall be required to ratify the Board's action, and in the event of the failure to obtain such approval, the Board shall immediately take all possible steps to settle any suit that has been filed and/or to cause any action that has been filed to be dismissed.

N. Dealings with Municipalities and Governmental Agencies/Districts. The Board shall act on behalf of the Association with the City of Calabasas, the County of Los Angeles, the Las Virgines School District and other governmental agencies as to those matters directly affecting the Association. However, neither the Board or any member or officer thereof, acting in the official capacity nor the Association as an entity shall make political endorsements of any kind.

O. Other Powers. In addition to the powers contained herein, the Board may exercise the powers granted to a nonprofit mutual benefit corporation under the California Corporation Code.

Section 6. COUNTERPARTS.

Any Amendment to this Declaration may be executed in one (1) or more counterparts.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to Declaration, the day and year first hereinabove written.

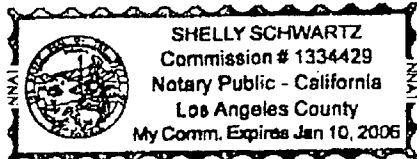
Date: 9/8/02 OWNER(S) OF LOT WITHIN TRACT 32948
LOT No. 8 Name: Marshall Farb Marshall Farb
Name: Jayne Farb
JAYNE FARB

Street Address:
4131 Balcony Dr.
Calabasas Ca 91302

STATE OF CALIFORNIA)
) SS 02 2310673
COUNTY OF LOS ANGELES)

On ~~SEPTEMBER 8~~²⁰⁰², before me, the undersigned, a Notary Public in and for said State, personally appeared MARSHALL FARB AND JAYNE FARB ~~and they~~ ~~came to me to open 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
Signature Shelly Schwartz
Notary Public in and for said County and State



29

The vote of at least a majority of a quorum of Members shall be required to ratify the Board's action, and in the event of the failure to obtain such approval, the Board shall immediately take all possible steps to settle any suit that has been filed and/or to cause any action that has been filed to be dismissed.

N. Dealings with Municipalities and Governmental Agencies/Districts. The Board shall act on behalf of the Association with the City of Calabasas, the County of Los Angeles, the Las Virgines School District and other governmental agencies as to those matters directly affecting the Association. However, neither the Board or any member or officer thereof, acting in the official capacity nor the Association as an entity shall make political endorsements of any kind.

O. Other Powers. In addition to the powers contained herein, the Board may exercise the powers granted to a nonprofit mutual benefit corporation under the California Corporation Code.

Section 6. COUNTERPARTS.

Any Amendment to this Declaration may be executed in one (1) or more counterparts.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to Declaration, the day and year first hereinabove written.

Date: AUGUST 16, 2002

OWNER(S) OF LOT WITHIN TRACT 32948
JACKIE I. SCISSORS

LOT No. 10

Name: Jackie I. Scissors

Name: Michelle Scissors *michelle SCISSORS*

Street Address:
4111 BALCONY DR
CALABASAS, CA 91302

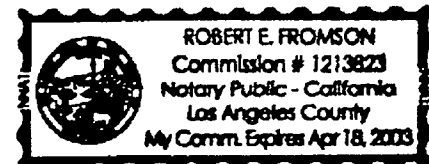
STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

02 2310673

On AUG. 16, 2002 before me, the undersigned, a Notary Public in and for said State, personally appeared JACKIE I. SCISSORS AND MICHELLE SCISSORS ~~person~~ known to me (or known 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~~ they executed the same in ~~his~~ their authorized capacity(ies), and that by ~~his~~ 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

Signature Robert E. Fromson
Notary Public in and for said County and State



30

The vote of at least a majority of a quorum of Members shall be required to ratify the Board's action, and in the event of the failure to obtain such approval, the Board shall immediately take all possible steps to settle any suit that has been filed and/or to cause any action that has been filed to be dismissed.

N. Dealings with Municipalities and Governmental Agencies/Districts. The Board shall act on behalf of the Association with the City of Calabasas, the County of Los Angeles, the Las Virgines School District and other governmental agencies as to those matters directly affecting the Association. However, neither the Board or any member or officer thereof, acting in the official capacity nor the Association as an entity shall make political endorsements of any kind.

O. Other Powers. In addition to the powers contained herein, the Board may exercise the powers granted to a nonprofit mutual benefit corporation under the California Corporation Code.

Section 6. COUNTERPARTS.

Any Amendment to this Declaration may be executed in one (1) or more counterparts.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to Declaration, the day and year first hereinabove written.

Date: 9/15/02 OWNER(S) OF LOT WITHIN TRACT 32948
LOT No. 12 Name: Kenneth Alvin Solomon
Name: Sandra Solomon

Street Address: 4047 Balcony Dr.
Calabasas, CA 91302

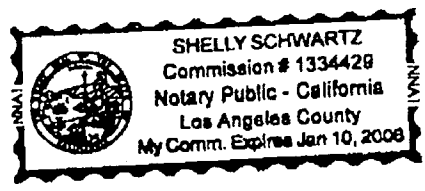
STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

02 2310673

On SEPTEMBER 15 ²⁰⁰² before me, the undersigned, a Notary Public in and for said State, personally appeared KENNETH ALVIN SOLOMON AND SANDRA SOLOMON ~~personally known to me~~ ^{personally known 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

Signature S Shelly Schwartz
Notary Public in and for said County and State



The vote of at least a majority of a quorum of Members shall be required to ratify the Board's action, and in the event of the failure to obtain such approval, the Board shall immediately take all possible steps to settle any suit that has been filed and/or to cause any action that has been filed to be dismissed.

31

N. Dealings with Municipalities and Governmental Agencies/Districts. The Board shall act on behalf of the Association with the City of Calabasas, the County of Los Angeles, the Las Virgines School District and other governmental agencies as to those matters directly affecting the Association. However, neither the Board or any member or officer thereof, acting in the official capacity nor the Association as an entity shall make political endorsements of any kind.

O. Other Powers. In addition to the powers contained herein, the Board may exercise the powers granted to a nonprofit mutual benefit corporation under the California Corporation Code.

Section 6. COUNTERPARTS.

Any Amendment to this Declaration may be executed in one (1) or more counterparts.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to Declaration, the day and year first hereinabove written.

Date: Sept 7 2002
LOT No. 14

OWNER(S) OF LOT WITHIN TRACT 32948
Name: Kevin L. Fountain
Name: Ma. Alma Fountain

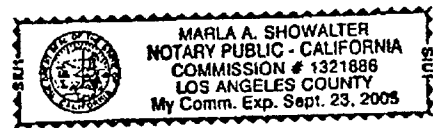
Street Address:
4035 Balcony Dr
Calabasas CA 91302

STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

02 2310673

On 7 Sept. 2002 before me, the undersigned, a Notary Public in and for said State, personally appeared KEVIN L. Fountain and MA ALMA Fountain (person known to me or known to me on the basis of satisfactory evidence) to be the person(s) whose name(s) were 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
Signature Marla A. Showalter
Notary Public in and for said County and State



32

The vote of at least a majority of a quorum of Members shall be required to ratify the Board's action, and in the event of the failure to obtain such approval, the Board shall immediately take all possible steps to settle any suit that has been filed and/or to cause any action that has been filed to be dismissed.

N. Dealings with Municipalities and Governmental Agencies/Districts. The Board shall act on behalf of the Association with the City of Calabasas, the County of Los Angeles, the Las Virgines School District and other governmental agencies as to those matters directly affecting the Association. However, neither the Board or any member or officer thereof, acting in the official capacity nor the Association as an entity shall make political endorsements of any kind.

O. Other Powers. In addition to the powers contained herein, the Board may exercise the powers granted to a nonprofit mutual benefit corporation under the California Corporation Code.

Section 6. COUNTERPARTS.

Any Amendment to this Declaration may be executed in one (1) or more counterparts.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to Declaration, the day and year first hereinabove written.

Date: 8/18/02

OWNER(S) OF LOT WITHIN TRACT 32948

LOT No. 17

Name: Allen Tuchman

Name: Sheri Tuchman
Sheri Tuchman

Street Address:
22254 Arched Drive
Calabasas, California 91302

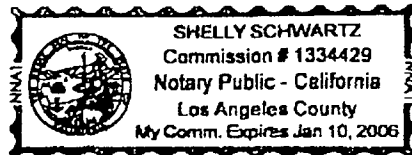
STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

02 2310673

On AUGUST 18, 2002 before me, the undersigned, a Notary Public in and for said State, personally appeared ALLEN TUCHMAN AND SHERI TUCHMAN ~~and~~ ~~they~~ ~~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

Signature Shelly Schwartz
Notary Public in and for said County and State



33

The vote of at least a majority of a quorum of Members shall be required to ratify the Board's action, and in the event of the failure to obtain such approval, the Board shall immediately take all possible steps to settle any suit that has been filed and/or to cause any action that has been filed to be dismissed.

N. Dealings with Municipalities and Governmental Agencies/Districts. The Board shall act on behalf of the Association with the City of Calabasas, the County of Los Angeles, the Las Virgines School District and other governmental agencies as to those matters directly affecting the Association. However, neither the Board or any member or officer thereof, acting in the official capacity nor the Association as an entity shall make political endorsements of any kind.

O. Other Powers. In addition to the powers contained herein, the Board may exercise the powers granted to a nonprofit mutual benefit corporation under the California Corporation Code.

Section 6. COUNTERPARTS.

Any Amendment to this Declaration may be executed in one (1) or more counterparts.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to Declaration, the day and year first hereinabove written.

Date: 09-07-02 OWNER(S) OF LOT WITHIN TRACT 32948

LOT No. 18

Name: Frank K. Isaac
FRANK K. ISAAC

Name: Kristine K Isaac
KRISTINE K. ISAAC

Street Address:
22252 Parched Dr
Calabasas, CA 91302

STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

02 2310673

On SEPTEMBER 7 ²⁰⁰² before me, the undersigned, a Notary Public in and for said State, personally appeared FRANK K. ISAAC AND KRISTINE K. ISAAC ~~and loan to me for~~ ~~open 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

Signature [Handwritten Signature]
Notary Public in and for said County and State



34

The vote of at least a majority of a quorum of Members shall be required to ratify the Board's action, and in the event of the failure to obtain such approval, the Board shall immediately take all possible steps to settle any suit that has been filed and/or to cause any action that has been filed to be dismissed.

N. Dealings with Municipalities and Governmental Agencies/Districts. The Board shall act on behalf of the Association with the City of Calabasas, the County of Los Angeles, the Las Virgines School District and other governmental agencies as to those matters directly affecting the Association. However, neither the Board or any member or officer thereof, acting in the official capacity nor the Association as an entity shall make political endorsements of any kind.

O. Other Powers. In addition to the powers contained herein, the Board may exercise the powers granted to a nonprofit mutual benefit corporation under the California Corporation Code.

Section 6. COUNTERPARTS.

Any Amendment to this Declaration may be executed in one (1) or more counterparts.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to Declaration, the day and year first hereinabove written.

Date: SEPT. 20, 2002

OWNER(S) OF LOT WITHIN TRACT 32948

LOT No. 19

Name: JERRY S. SHAPIRO *Jerry Shapiro*
Name: CARRIE K. SHAPIRO *Carrie K. Shapiro*

Carrie K. Shapiro

Street Address:
22250 PARCHED DR
CALABASAS CA 91302

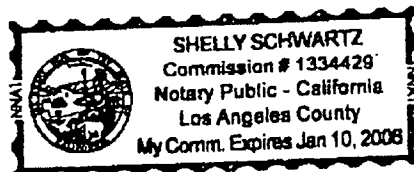
STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

02 2310673

On SEPTEMBER 20 ²⁰⁰² before me, the undersigned, a Notary Public in and for said State, personally appeared JERRY S. SHAPIRO AND CARRIE K. SHAPIRO ~~personally known to me~~ ^{personally known 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

Signature *Shelly Schwartz*
Notary Public in and for said County and State



35

The vote of at least a majority of a quorum of Members shall be required to ratify the Board's action, and in the event of the failure to obtain such approval, the Board shall immediately take all possible steps to settle any suit that has been filed and/or to cause any action that has been filed to be dismissed.

N. Dealings with Municipalities and Governmental Agencies/Districts. The Board shall act on behalf of the Association with the City of Calabasas, the County of Los Angeles, the Las Virgines School District and other governmental agencies as to those matters directly affecting the Association. However, neither the Board or any member or officer thereof, acting in the official capacity nor the Association as an entity shall make political endorsements of any kind.

O. Other Powers. In addition to the powers contained herein, the Board may exercise the powers granted to a nonprofit mutual benefit corporation under the California Corporation Code.

Section 6. COUNTERPARTS.

Any Amendment to this Declaration may be executed in one (1) or more counterparts.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to Declaration, the day and year first hereinabove written.

Date: 8-16-2002

OWNER(S) OF LOT WITHIN TRACT 32948

LOT No. 20

Name: Lisa M. Malkin

Name: [Signature]
JAMES W. MALKIN

Street Address:
22251 Parolito Dr
Calabasas, CA 91302

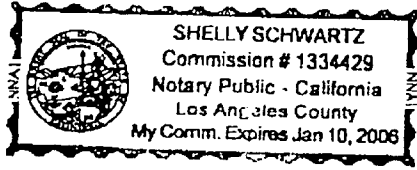
STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

02 2310673

On AUGUST 16 2002 before me, the undersigned, a Notary Public in and for said State, personally appeared LISA M. MALKIN AND JAMES M. MALKIN ~~personally known to me~~ ~~or~~ ~~known 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

Signature [Signature]
Notary Public in and for said County and State



36

The vote of at least a majority of a quorum of Members shall be required to ratify the Board's action, and in the event of the failure to obtain such approval, the Board shall immediately take all possible steps to settle any suit that has been filed and/or to cause any action that has been filed to be dismissed.

N. Dealings with Municipalities and Governmental Agencies/Districts. The Board shall act on behalf of the Association with the City of Calabasas, the County of Los Angeles, the Las Virgines School District and other governmental agencies as to those matters directly affecting the Association. However, neither the Board or any member or officer thereof, acting in the official capacity nor the Association as an entity shall make political endorsements of any kind.

O. Other Powers. In addition to the powers contained herein, the Board may exercise the powers granted to a nonprofit mutual benefit corporation under the California Corporation Code.

Section 6. COUNTERPARTS.

Any Amendment to this Declaration may be executed in one (1) or more counterparts.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to Declaration, the day and year first hereinabove written.

Date: 8/7/02 OWNER(S) OF LOT WITHIN TRACT 32948
LOT No. 25 Name: Ian H. Taras IAN H. TARAS
Name: Ruth Taras RUTH TARAS
Name: (X) Ian Taras
Dr. & Mrs. Ian Taras
22264 Camay Ct.
Calabasas, CA 91302
Street Address:

STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES) 02 2310673

On August 7, 2002 before me, the undersigned, a Notary Public in and for said State, personally appeared IAN H. TARAS AND RUTH TARAS ~~person known to me~~ ~~or person known 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
Signature Marion McWilliams
Notary Public in and for said County and State



37

The vote of at least a majority of a quorum of Members shall be required to ratify the Board's action, and in the event of the failure to obtain such approval, the Board shall immediately take all possible steps to settle any suit that has been filed and/or to cause any action that has been filed to be dismissed.

N. Dealings with Municipalities and Governmental Agencies/Districts. The Board shall act on behalf of the Association with the City of Calabasas, the County of Los Angeles, the Las Virgines School District and other governmental agencies as to those matters directly affecting the Association. However, neither the Board or any member or officer thereof, acting in the official capacity nor the Association as an entity shall make political endorsements of any kind.

O. Other Powers. In addition to the powers contained herein, the Board may exercise the powers granted to a nonprofit mutual benefit corporation under the California Corporation Code.

Section 6. COUNTERPARTS.

Any Amendment to this Declaration may be executed in one (1) or more counterparts.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to Declaration, the day and year first hereinabove written.

Date: AUGUST 15, 2002
LOT No. 26

OWNER(S) OF LOT WITHIN TRACT 32948

Name: Ronald E. Schwartz R/O SCHWARTZ LIVING TRUST

Name: Shelly Schwartz S/O SCHWARTZ LIVING TRUST

Street Address:
22256 CAMAY COURT
CALABASAS, CA 91302

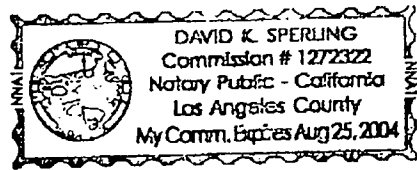
STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

02 2310673

On 8-15-2002 before me, the undersigned, a Notary Public in and for said State, personally appeared RONALD E. SCHWARTZ SHELLY SCHWARTZ ~~person known to me (person known to me or to best 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

Signature David K. Sperling
Notary Public in and for said County and State



38

The vote of at least a majority of a quorum of Members shall be required to ratify the Board's action, and in the event of the failure to obtain such approval, the Board shall immediately take all possible steps to settle any suit that has been filed and/or to cause any action that has been filed to be dismissed.

N. Dealings with Municipalities and Governmental Agencies/Districts. The Board shall act on behalf of the Association with the City of Calabasas, the County of Los Angeles, the Las Virgines School District and other governmental agencies as to those matters directly affecting the Association. However, neither the Board or any member or officer thereof, acting in the official capacity nor the Association as an entity shall make political endorsements of any kind.

O. Other Powers. In addition to the powers contained herein, the Board may exercise the powers granted to a nonprofit mutual benefit corporation under the California Corporation Code.

Section 6. COUNTERPARTS.

Any Amendment to this Declaration may be executed in one (1) or more counterparts.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to Declaration, the day and year first hereinabove written.

Date: 8/26/07 OWNER(S) OF LOT WITHIN TRACT 32948
LOT No. 27 Name: Leonard Shapiro
Name: Harriet Shapiro
Harriet Shapiro

Street Address: 22748 Canyon
Calabasas, CA 91302



STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

On AUGUST 26, 2007 before me, the undersigned, a Notary Public in and for said State, personally appeared LEONARD SHAPIRO AND HARRIET SHAPIRO ~~person known to me (s) prior 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
Signature Shelly Schwartz
Notary Public in and for said County and State

02 2310673

39

The vote of at least a majority of a quorum of Members shall be required to ratify the Board's action, and in the event of the failure to obtain such approval, the Board shall immediately take all possible steps to settle any suit that has been filed and/or to cause any action that has been filed to be dismissed.

N. Dealings with Municipalities and Governmental Agencies/Districts. The Board shall act on behalf of the Association with the City of Calabasas, the County of Los Angeles, the Las Virgines School District and other governmental agencies as to those matters directly affecting the Association. However, neither the Board or any member or officer thereof, acting in the official capacity nor the Association as an entity shall make political endorsements of any kind.

O. Other Powers. In addition to the powers contained herein, the Board may exercise the powers granted to a nonprofit mutual benefit corporation under the California Corporation Code.

Section 6. COUNTERPARTS.

Any Amendment to this Declaration may be executed in one (1) or more counterparts.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to Declaration, the day and year first hereinabove written.

Date: 8/20/02
LOT No. 28

OWNER(S) OF LOT WITHIN TRACT 32948
Name: William Robert Cohen Trustee
William ROBERT COHEN Trustee of Cohen Family Trust
Name: Trudy Beth Cohen Trustee
TRUDY BETH COHEN trustee of Cohen Family Trust

Street Address:
22226 CAMAY COURT
CALABASAS, CA 91302

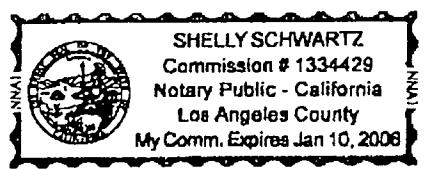
STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)
 2002

02 2310673

On AUGUST 20 before me, the undersigned, a Notary Public in and for said State, personally appeared WILLIAM ROBERT COHEN AND TRUDY BETH COHEN (and ~~any other person~~) who 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

Signature [Handwritten Signature]
Notary Public in and for said County and State



40

The vote of at least a majority of a quorum of Members shall be required to ratify the Board's action, and in the event of the failure to obtain such approval, the Board shall immediately take all possible steps to settle any suit that has been filed and/or to cause any action that has been filed to be dismissed.

N. Dealings with Municipalities and Governmental Agencies/Districts. The Board shall act on behalf of the Association with the City of Calabasas, the County of Los Angeles, the Las Virgines School District and other governmental agencies as to those matters directly affecting the Association. However, neither the Board or any member or officer thereof, acting in the official capacity nor the Association as an entity shall make political endorsements of any kind.

O. Other Powers. In addition to the powers contained herein, the Board may exercise the powers granted to a nonprofit mutual benefit corporation under the California Corporation Code.

Section 6. COUNTERPARTS.

Any Amendment to this Declaration may be executed in one (1) or more counterparts.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to Declaration, the day and year first hereinabove written.

Date: 9/10/02 OWNER(S) OF LOT WITHIN TRACT 32948
LOT No. 21 Name: Karen Cohen
Name: Philip A. Cohen KAREN COHEN
PHILIP A. COHEN

Street Address: 22253 Parched Dr.
Calabasas, CA 91302

STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES) **02 2310673**

On Sept. 11 2002 before me, the undersigned, a Notary Public in and for said State, personally appeared Philip A. Cohen personally known to me (or known 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/het/their authorized capacity(ies), and that by his/het/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

Signature [Signature]
Notary Public in and for said County and State Los Angeles California
SEE ATTACHED NOTARY FOR KAREN COHEN



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

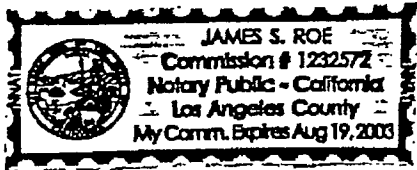
41

State of California }
County of Los Angeles } ss.

On 10 SEPTEMBER 2002 before me, JAMES S. ROE, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared KAREN COHEN
Name(s) of Signer(s)

- personally known to me
- 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.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Amendment to Declaration of Protective Covenants
Conditions and Restrictions For Tract 82948
Document Date: _____ Number of Pages: 18 pp.

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



02 2310673

The vote of at least a majority of a quorum of Members shall be required to ratify the Board's action, and in the event of the failure to obtain such approval, the Board shall immediately take all possible steps to settle any suit that has been filed and/or to cause any action that has been filed to be dismissed.

42

N. Dealings with Municipalities and Governmental Agencies/Districts. The Board shall act on behalf of the Association with the City of Calabasas, the County of Los Angeles, the Las Virgines School District and other governmental agencies as to those matters directly affecting the Association. However, neither the Board or any member or officer thereof, acting in the official capacity nor the Association as an entity shall make political endorsements of any kind.

O. Other Powers. In addition to the powers contained herein, the Board may exercise the powers granted to a nonprofit mutual benefit corporation under the California Corporation Code.

Section 6. COUNTERPARTS.

Any Amendment to this Declaration may be executed in one (1) or more counterparts.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to Declaration, the day and year first hereinabove written.

Date: August 15, 2002
LOT No. 29
Name: Herbert Jay Klein
Name: HERBERT JAY KLEIN

The Herbert Jay Klein and Mark Klein Family Trust
OWNER(S) OF LOT WITHIN TRACT 32948

Street Address:
22220 COMAX CT
CALABASAS, CA 91302



STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

On Aug. 15, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared Herbert Jay Klein personally known to me ~~(or known to me on the basis of satisfactory evidence)~~ to be the person ~~(s)~~ whose name ~~(s)~~ 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

Signature Robin Bennett
Notary Public in and for said County and State

02 2310673

The vote of at least a majority of a quorum of Members shall be required to ratify the Board's action, and in the event of the failure to obtain such approval, the Board shall immediately take all possible steps to settle any suit that has been filed and/or to cause any action that has been filed to be dismissed.

43

N. Dealings with Municipalities and Governmental Agencies/Districts. The Board shall act on behalf of the Association with the City of Calabasas, the County of Los Angeles, the Las Virgines School District and other governmental agencies as to those matters directly affecting the Association. However, neither the Board or any member or officer thereof, acting in the official capacity nor the Association as an entity shall make political endorsements of any kind.

O. Other Powers. In addition to the powers contained herein, the Board may exercise the powers granted to a nonprofit mutual benefit corporation under the California Corporation Code.

Section 6. COUNTERPARTS.

Any Amendment to this Declaration may be executed in one (1) or more counterparts.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to Declaration, the day and year first hereinabove written.

Date: August 16, 2002

OWNER(S) OF LOT WITHIN TRACT 32948, The Herbert Jay Klein and Marla Klein Family Trust.

LOT No. 29

Name: Marla Klein
MARLA KLEIN

Name: _____

Street Address: 22220 Camay Court
Calabasas Ca 91302

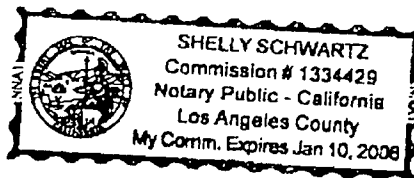
02 2310673

STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

On August 16 ²⁰⁰² before me, the undersigned, a Notary Public in and for said State, personally appeared MARLA KLEIN ~~person known to me or open 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

Signature Shelly Schwartz
Notary Public in and for said County and State



44

The vote of at least a majority of a quorum of Members shall be required to ratify the Board's action, and in the event of the failure to obtain such approval, the Board shall immediately take all possible steps to settle any suit that has been filed and/or to cause any action that has been filed to be dismissed.

N. Dealings with Municipalities and Governmental Agencies/Districts. The Board shall act on behalf of the Association with the City of Calabasas, the County of Los Angeles, the Las Virgines School District and other governmental agencies as to those matters directly affecting the Association. However, neither the Board or any member or officer thereof, acting in the official capacity nor the Association as an entity shall make political endorsements of any kind.

O. Other Powers. In addition to the powers contained herein, the Board may exercise the powers granted to a nonprofit mutual benefit corporation under the California Corporation Code.

Section 6. COUNTERPARTS.

Any Amendment to this Declaration may be executed in one (1) or more counterparts.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to Declaration, the day and year first hereinabove written.

Date: 8-21-02 OWNER(S) OF LOT WITHIN TRACT 32948
LOT No. 30 Name: [Signature] K.D. Yoshioka
Name: [Signature] Sylvia K. Yoshioka

Street Address:

22212 CAMAY Ct

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) Ventura) SS

02 2310673

On August 21, 2002 before me, the undersigned, a Notary Public in and for said State, personally appeared K.D. Yoshioka and Sylvia K Yoshioka (personally known to me (or known 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

Signature [Signature]
Notary Public in and for said County and State



45

The vote of at least a majority of a quorum of Members shall be required to ratify the Board's action, and in the event of the failure to obtain such approval, the Board shall immediately take all possible steps to settle any suit that has been filed and/or to cause any action that has been filed to be dismissed.

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O. Other Powers. In addition to the powers contained herein, the Board may exercise the powers granted to a nonprofit mutual benefit corporation under the California Corporation Code.

Section 6. COUNTERPARTS.

Any Amendment to this Declaration may be executed in one (1) or more counterparts.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to Declaration, the day and year first hereinabove written.

Date: 8/19/02 OWNER(S) OF LOT WITHIN TRACT 32948
LOT No. 31 Name: Robert C. Gusman Trustee

Trust Name: Robert C. Gusman and Harriet W. Gusman, Trustees, or their successors under their Living Trust, dtd January 20, 1998, and any amendments thereto

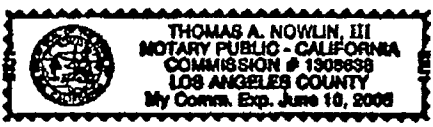
Street Address: 22208 Comay Ct
Calabasas, CA 91302

02 2310673

STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

On 08-19-02 before me, the undersigned, a Notary Public in and for said State, personally appeared ROBERT CARL GUSMAN ~~person known to me~~ 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
Signature: Thomas A. Nowlin III
Notary Public in and for said County and State



46

The vote of at least a majority of a quorum of Members shall be required to ratify the Board's action, and in the event of the failure to obtain such approval, the Board shall immediately take all possible steps to settle any suit that has been filed and/or to cause any action that has been filed to be dismissed.

N. Dealings with Municipalities and Governmental Agencies/Districts. The Board shall act on behalf of the Association with the City of Calabasas, the County of Los Angeles, the Las Virgines School District and other governmental agencies as to those matters directly affecting the Association. However, neither the Board or any member or officer thereof, acting in the official capacity nor the Association as an entity shall make political endorsements of any kind.

O. Other Powers. In addition to the powers contained herein, the Board may exercise the powers granted to a nonprofit mutual benefit corporation under the California Corporation Code.

Section 6. COUNTERPARTS.

Any Amendment to this Declaration may be executed in one (1) or more counterparts.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to Declaration, the day and year first hereinabove written.

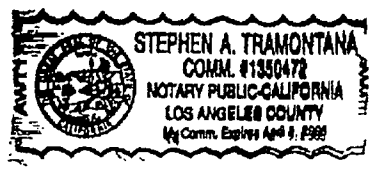
Date: 8/24/02 OWNER(S) OF LOT WITHIN TRACT 32948
LOT No. 32 Name: ABRAHAM RYNGLER
Name: ABRAHAM Ryngler

Street Address:
22204 CAMAY CT.
CALABASAS, CA 91302

STATE OF CALIFORNIA)
) SS 02 2310673
COUNTY OF LOS ANGELES)

On August 24th 2002 before me, the undersigned, a Notary Public in and for said State, personally appeared Abraham Ryngler ~~personally known to me~~ ~~person 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
Signature: [Signature]
Notary Public in and for said County and State



47

The vote of at least a majority of a quorum of Members shall be required to ratify the Board's action, and in the event of the failure to obtain such approval, the Board shall immediately take all possible steps to settle any suit that has been filed and/or to cause any action that has been filed to be dismissed.

N. Dealings with Municipalities and Governmental Agencies/Districts. The Board shall act on behalf of the Association with the City of Calabasas, the County of Los Angeles, the Las Virgines School District and other governmental agencies as to those matters directly affecting the Association. However, neither the Board or any member or officer thereof, acting in the official capacity nor the Association as an entity shall make political endorsements of any kind.

O. Other Powers. In addition to the powers contained herein, the Board may exercise the powers granted to a nonprofit mutual benefit corporation under the California Corporation Code.

Section 6. COUNTERPARTS.

Any Amendment to this Declaration may be executed in one (1) or more counterparts.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to Declaration, the day and year first hereinabove written.

Date: 8/24/02 OWNER(S) OF LOT WITHIN TRACT 32948
LOT No. 33 Name: LANE GOLDSTEIN
Name: _____

Street Address:
22200 CAMAY CT
CALABASAS CA 91302

STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

02 2310673

On August 24, 2002 before me, the undersigned, a Notary Public in and for said State, personally appeared LANE R. Goldstein personally known to me (or known 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
Signature [Signature]
Notary Public in and for said County and State



48

The vote of at least a majority of a quorum of Members shall be required to ratify the Board's action, and in the event of the failure to obtain such approval, the Board shall immediately take all possible steps to settle any suit that has been filed and/or to cause any action that has been filed to be dismissed.

N. Dealings with Municipalities and Governmental Agencies/Districts. The Board shall act on behalf of the Association with the City of Calabasas, the County of Los Angeles, the Las Virgines School District and other governmental agencies as to those matters directly affecting the Association. However, neither the Board or any member or officer thereof, acting in the official capacity nor the Association as an entity shall make political endorsements of any kind.

O. Other Powers. In addition to the powers contained herein, the Board may exercise the powers granted to a nonprofit mutual benefit corporation under the California Corporation Code.

Section 6. COUNTERPARTS.

Any Amendment to this Declaration may be executed in one (1) or more counterparts.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to Declaration, the day and year first hereinabove written.

Date: 8-18-02
LOT No. 34

OWNER(S) OF LOT WITHIN TRACT 32948
Name: Jackie Stammasser
Name: Steven H. Stumpf

Street Address:
22201 Camay Ct
Calabasas, Ca. 91302

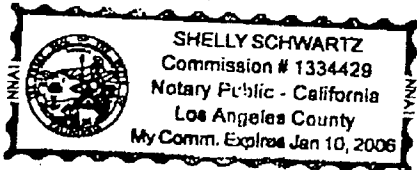
STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

02 2310673

On August 18, 2002 before me, the undersigned, a Notary Public in and for said State, personally appeared JACKIE STAMMASER AND STEVEN H. STUMPF personally known to me (or upon 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

Signature Shelly Schwartz
Notary Public in and for said County and State



The vote of at least a majority of a quorum of Members shall be required to ratify the Board's action, and in the event of the failure to obtain such approval, the Board shall immediately take all possible steps to settle any suit that has been filed and/or to cause any action that has been filed to be dismissed.

49

N. Dealings with Municipalities and Governmental Agencies/Districts. The Board shall act on behalf of the Association with the City of Calabasas, the County of Los Angeles, the Las Virgines School District and other governmental agencies as to those matters directly affecting the Association. However, neither the Board or any member or officer thereof, acting in the official capacity nor the Association as an entity shall make political endorsements of any kind.

O. Other Powers. In addition to the powers contained herein, the Board may exercise the powers granted to a nonprofit mutual benefit corporation under the California Corporation Code.

Section 6. COUNTERPARTS.

Any Amendment to this Declaration may be executed in one (1) or more counterparts.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to Declaration, the day and year first hereinabove written.

Date: 8/28/02 OWNER(S) OF LOT WITHIN TRACT 32948
LOT No. 35 Name: Howard Pollyea
Name: GWEN POLLYEA

Street Address: 22205 CAMAY CT.
CALABASAS, CA 91302

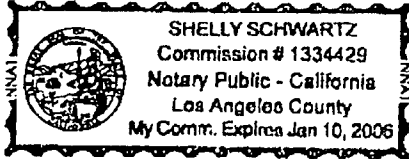
FOR: Gwen Pollyea
POLLYEA FAMILY TRUST

STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

02 2310673

On 44 EAST 11, 1002 before me, the undersigned, a Notary Public in and for said State, personally appeared GWEN POLLYEA AND HOWARD POLLYEA - ~~person known to me or known 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
Signature Shelly Schwartz
Notary Public in and for said County and State



50

The vote of at least a majority of a quorum of Members shall be required to ratify the Board's action, and in the event of the failure to obtain such approval, the Board shall immediately take all possible steps to settle any suit that has been filed and/or to cause any action that has been filed to be dismissed.

N. Dealings with Municipalities and Governmental Agencies/Districts. The Board shall act on behalf of the Association with the City of Calabasas, the County of Los Angeles, the Las Virgines School District and other governmental agencies as to those matters directly affecting the Association. However, neither the Board or any member or officer thereof, acting in the official capacity nor the Association as an entity shall make political endorsements of any kind.

O. Other Powers. In addition to the powers contained herein, the Board may exercise the powers granted to a nonprofit mutual benefit corporation under the California Corporation Code.

Section 6. COUNTERPARTS.

Any Amendment to this Declaration may be executed in one (1) or more counterparts.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to Declaration, the day and year first hereinabove written.

Date: August 18 2002 OWNER(S) OF LOT WITHIN TRACT 32948
LOT No. 36 Name: Caryl A. Craig
Name: Sandra B. Craig
SE

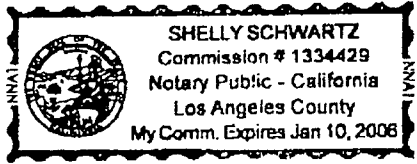
Street Address:
22209 Cammy Ct
Calabasas CA 91303

STATE OF CALIFORNIA)
) SS 02 2310673
COUNTY OF LOS ANGELES)

On AUGUST 18 ²⁰⁰² before me, the undersigned, a Notary Public in and for said State, personally appeared CARYL A. CRAIG AND SANDRA CRAIG ~~person to me for~~ 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

Signature Shelly Schwartz
Notary Public in and for said County and State



51

The vote of at least a majority of a quorum of Members shall be required to ratify the Board's action, and in the event of the failure to obtain such approval, the Board shall immediately take all possible steps to settle any suit that has been filed and/or to cause any action that has been filed to be dismissed.

N. Dealings with Municipalities and Governmental Agencies/Districts. The Board shall act on behalf of the Association with the City of Calabasas, the County of Los Angeles, the Las Virgines School District and other governmental agencies as to those matters directly affecting the Association. However, neither the Board or any member or officer thereof, acting in the official capacity nor the Association as an entity shall make political endorsements of any kind.

O. Other Powers. In addition to the powers contained herein, the Board may exercise the powers granted to a nonprofit mutual benefit corporation under the California Corporation Code.

Section 6. COUNTERPARTS.

Any Amendment to this Declaration may be executed in one (1) or more counterparts.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to Declaration, the day and year first hereinabove written.

Date: 8-15-02
LOT No. 37

OWNER(S) OF LOT WITHIN TRACT 32948
Name: The Kotzin Family Trust by Garvin Kotzin
Name: Garvin Kotzin
Garvin Kotzin
THE KOTZIN FAMILY TRUST
Sharon Kotzin
SHARON KOTZIN

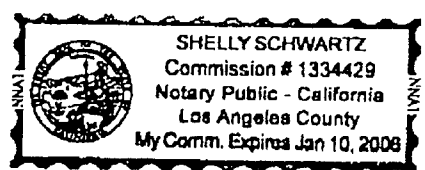
Street Address:
22215 CAMAY Ct.
CALABASAS, CA. 91302

STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

02 2310673

On AUGUST 15 2002 before me, the undersigned, a Notary Public in and for said State, personally appeared GARVIN KOTZIN AND SHARON KOTZIN ~~personally known to me (or 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
Signature Shelly Schwartz
Notary Public in and for said County and State



52

The vote of at least a majority of a quorum of Members shall be required to ratify the Board's action, and in the event of the failure to obtain such approval, the Board shall immediately take all possible steps to settle any suit that has been filed and/or to cause any action that has been filed to be dismissed.

N. Dealings with Municipalities and Governmental Agencies/Districts. The Board shall act on behalf of the Association with the City of Calabasas, the County of Los Angeles, the Las Virgines School District and other governmental agencies as to those matters directly affecting the Association. However, neither the Board or any member or officer thereof, acting in the official capacity nor the Association as an entity shall make political endorsements of any kind.

O. Other Powers. In addition to the powers contained herein, the Board may exercise the powers granted to a nonprofit mutual benefit corporation under the California Corporation Code.

Section 6. COUNTERPARTS.

Any Amendment to this Declaration may be executed in one (1) or more counterparts.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to Declaration, the day and year first hereinabove written.

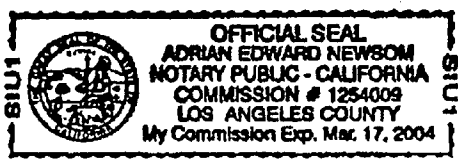
Date: 8/20/02 OWNER(S) OF LOT WITHIN TRACT 32948
LOT No. 38 Name: JAY BERGMAN
Name: SHERI BERGMAN

Street Address:
22221 CAMAY CT.
CALABASAS, CA 91302

STATE OF CALIFORNIA)
) SS 02 2310673
COUNTY OF LOS ANGELES)

On 20 August 2002 before me, the undersigned, a Notary Public in and for said State, personally appeared Jay Bergman & Sheri Bergman ~~person known to me~~ ~~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
Signature Adrian Edward Newsom
Notary Public in and for said County and State



54

The vote of at least a majority of a quorum of Members shall be required to ratify the Board's action, and in the event of the failure to obtain such approval, the Board shall immediately take all possible steps to settle any suit that has been filed and/or to cause any action that has been filed to be dismissed.

N. Dealings with Municipalities and Governmental Agencies/Districts. The Board shall act on behalf of the Association with the City of Calabasas, the County of Los Angeles, the Las Virgines School District and other governmental agencies as to those matters directly affecting the Association. However, neither the Board or any member or officer thereof, acting in the official capacity nor the Association as an entity shall make political endorsements of any kind.

O. Other Powers. In addition to the powers contained herein, the Board may exercise the powers granted to a nonprofit mutual benefit corporation under the California Corporation Code.

Section 6. COUNTERPARTS.

Any Amendment to this Declaration may be executed in one (1) or more counterparts.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to Declaration, the day and year first hereinabove written.

Date: 9/29/02

OWNER(S) OF LOT WITHIN TRACT 32948

LOT No. 41

Name: DAVID S. MANGONE David S Mangone

Name: LINDA K. MANGONE Linda K Mangone

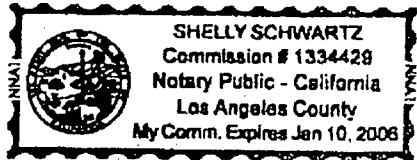
Street Address:
22235 CAMAY COURT
CALABASAS CA. 91302

STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)
2002

02 2310673

On SEPTEMBER 29, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared DAVID MANGONE AND LINDA K. MANGONE ~~personally known to me~~ ~~known to me~~ ~~known 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
Signature Shelly Schwartz
Notary Public in and for said County and State



55

The vote of at least a majority of a quorum of Members shall be required to ratify the Board's action, and in the event of the failure to obtain such approval, the Board shall immediately take all possible steps to settle any suit that has been filed and/or to cause any action that has been filed to be dismissed.

N. Dealings with Municipalities and Governmental Agencies/Districts. The Board shall act on behalf of the Association with the City of Calabasas, the County of Los Angeles, the Las Virgines School District and other governmental agencies as to those matters directly affecting the Association. However, neither the Board or any member or officer thereof, acting in the official capacity nor the Association as an entity shall make political endorsements of any kind.

O. Other Powers. In addition to the powers contained herein, the Board may exercise the powers granted to a nonprofit mutual benefit corporation under the California Corporation Code.

Section 6. COUNTERPARTS.

Any Amendment to this Declaration may be executed in one (1) or more counterparts.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to Declaration, the day and year first hereinabove written.

Date: 9/22/2002

OWNER(S) OF LOT WITHIN TRACT 32948

LOT No. 42

Name: [Signature]
~~ROBERT G. DARIN~~ ROBERT DARIN
Name: [Signature]
SARAH G. DARIN

Street Address: 22237 CAMAY CT

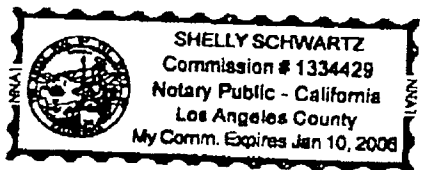
CALABASAS, CA 91302

02 2310673

STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)
 2002

On ~~SEPTEMBER 22~~ 22 before me, the undersigned, a Notary Public in and for said State, personally appeared ROBERT DARIN AND SARAH G. DARIN ~~person known to me to pose 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
Signature [Signature]
Notary Public in and for said County and State



56

The vote of at least a majority of a quorum of Members shall be required to ratify the Board's action, and in the event of the failure to obtain such approval, the Board shall immediately take all possible steps to settle any suit that has been filed and/or to cause any action that has been filed to be dismissed.

N. Dealings with Municipalities and Governmental Agencies/Districts. The Board shall act on behalf of the Association with the City of Calabasas, the County of Los Angeles, the Las Virgines School District and other governmental agencies as to those matters directly affecting the Association. However, neither the Board or any member or officer thereof, acting in the official capacity nor the Association as an entity shall make political endorsements of any kind.

O. Other Powers. In addition to the powers contained herein, the Board may exercise the powers granted to a nonprofit mutual benefit corporation under the California Corporation Code.

Section 6. COUNTERPARTS.

Any Amendment to this Declaration may be executed in one (1) or more counterparts.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to Declaration, the day and year first hereinabove written.

Date: 8/21/02
LOT No. 43

OWNER(S) OF LOT WITHIN TRACT 32948
Name: June Ebensteiner
Name: JUNE EBENSTEINER

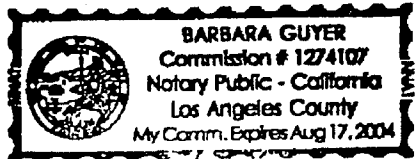
Street Address:
2224 CANAY CL.
CALABASAS, CA. 91302

STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

02 2310673

On 8/21/02 before me, the undersigned, a Notary Public in and for said State, personally appeared June Ebensteiner (person known to me or known 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
Signature: Barbara Guyer
Notary Public in and for said County and State



58

The vote of at least a majority of a quorum of Members shall be required to ratify the Board's action, and in the event of the failure to obtain such approval, the Board shall immediately take all possible steps to settle any suit that has been filed and/or to cause any action that has been filed to be dismissed.

N. Dealings with Municipalities and Governmental Agencies/Districts. The Board shall act on behalf of the Association with the City of Calabasas, the County of Los Angeles, the Las Virgines School District and other governmental agencies as to those matters directly affecting the Association. However, neither the Board or any member or officer thereof, acting in the official capacity nor the Association as an entity shall make political endorsements of any kind.

O. Other Powers. In addition to the powers contained herein, the Board may exercise the powers granted to a nonprofit mutual benefit corporation under the California Corporation Code.

Section 6. COUNTERPARTS.

Any Amendment to this Declaration may be executed in one (1) or more counterparts.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to Declaration, the day and year first hereinabove written.

Date: 8/16/02 OWNER(S) OF LOT WITHIN TRACT 32948
LOT No. 45 Name: SHARRISE GILBERT
Name: MICHAEL GILBERT

Street Address:
22255 Camay Ct
Calabasas, Ca 91302

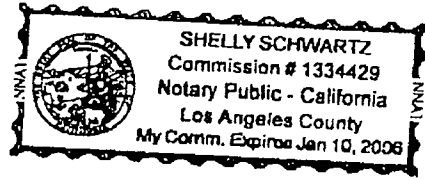
02 2310673

STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

On AUGUST 16, ²⁰⁰² before me, the undersigned, a Notary Public in and for said State, personally appeared SHARRISE GILBERT AND MICHAEL GILBERT personally known to me ~~(or upon 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

Signature Shelly Schwartz
Notary Public in and for said County and State



The vote of at least a majority of a quorum of Members shall be required to ratify the Board's action, and in the event of the failure to obtain such approval, the Board shall immediately take all possible steps to settle any suit that has been filed and/or to cause any action that has been filed to be dismissed.

60

N. Dealings with Municipalities and Governmental Agencies/Districts. The Board shall act on behalf of the Association with the City of Calabasas, the County of Los Angeles, the Las Virgines School District and other governmental agencies as to those matters directly affecting the Association. However, neither the Board or any member or officer thereof, acting in the official capacity nor the Association as an entity shall make political endorsements of any kind.

O. Other Powers. In addition to the powers contained herein, the Board may exercise the powers granted to a nonprofit mutual benefit corporation under the California Corporation Code.

Section 6. COUNTERPARTS.

Any Amendment to this Declaration may be executed in one (1) or more counterparts.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to Declaration, the day and year first hereinabove written.

Date: 8/17/02
LOT No. 49

OWNER(S) OF LOT WITHIN TRACT 32948
Name: James Daugherty
Name: Stacy Daugherty

Street Address: 22242 DRUMS CT
CALABASAS, CA 91302

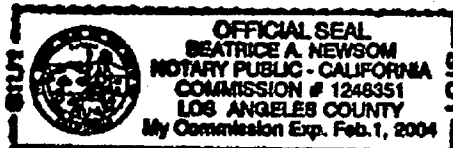
STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

02 2310673

On 8/17/02 before me, the undersigned, a Notary Public in and for said State, personally appeared Stacy Daugherty & James Daugherty personally known to me (or known 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

Signature: Beatrice A. Newsom
Notary Public in and for said County and State



The vote of at least a majority of a quorum of Members shall be required to ratify the Board's action, and in the event of the failure to obtain such approval, the Board shall immediately take all possible steps to settle any suit that has been filed and/or to cause any action that has been filed to be dismissed.

el

N. Dealings with Municipalities and Governmental Agencies/Districts. The Board shall act on behalf of the Association with the City of Calabasas, the County of Los Angeles, the Las Virgines School District and other governmental agencies as to those matters directly affecting the Association. However, neither the Board or any member or officer thereof, acting in the official capacity nor the Association as an entity shall make political endorsements of any kind.

O. Other Powers. In addition to the powers contained herein, the Board may exercise the powers granted to a nonprofit mutual benefit corporation under the California Corporation Code.

Section 6. COUNTERPARTS.

Any Amendment to this Declaration may be executed in one (1) or more counterparts.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to Declaration, the day and year first hereinabove written.

Date: 8/29/02
LOT No. 80 50

OWNER(S) OF LOT WITHIN TRACT 32948
Name: MICHAEL KONIER *Michael Konier*
Name: LEORA KONIER
Leora Konier

Street Address:
22236 DRUMS CT.
CALABASAS, CA 91302

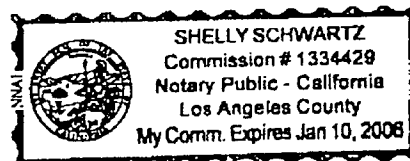
STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

02 2310673

On AUGUST 29 2002 before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL KONIER AND LEORA KONIER ~~person known to me to appear 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

Signature *Shelly Schwartz*
Notary Public in and for said County and State



The vote of at least a majority of a quorum of Members shall be required to ratify the Board's action, and in the event of the failure to obtain such approval, the Board shall immediately take all possible steps to settle any suit that has been filed and/or to cause any action that has been filed to be dismissed.

62

N. Dealings with Municipalities and Governmental Agencies/Districts. The Board shall act on behalf of the Association with the City of Calabasas, the County of Los Angeles, the Las Virgines School District and other governmental agencies as to those matters directly affecting the Association. However, neither the Board or any member or officer thereof, acting in the official capacity nor the Association as an entity shall make political endorsements of any kind.

O. Other Powers. In addition to the powers contained herein, the Board may exercise the powers granted to a nonprofit mutual benefit corporation under the California Corporation Code.

Section 6. COUNTERPARTS.

Any Amendment to this Declaration may be executed in one (1) or more counterparts.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to Declaration, the day and year first hereinabove written.

Date: 08/28/02 OWNER(S) OF LOT WITHIN TRACT 32948
LOT No. 52 Name: Leon A. Weinstein
Name: Gulnara Weinstein

Street Address: 22230 Danvers Ct
Calabasas, CA 91302



STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

On AUGUST 28, 2002 before me, the undersigned, a Notary Public in and for said State, personally appeared LEON A. WEINSTEIN AND GULNARA WEINSTEIN ~~person to me to be~~ ~~person 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
Signature Shelly Schwartz
Notary Public in and for said County and State



02 2310673

63

The vote of at least a majority of a quorum of Members shall be required to ratify the Board's action, and in the event of the failure to obtain such approval, the Board shall immediately take all possible steps to settle any suit that has been filed and/or to cause any action that has been filed to be dismissed.

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O. Other Powers. In addition to the powers contained herein, the Board may exercise the powers granted to a nonprofit mutual benefit corporation under the California Corporation Code.

Section 6. COUNTERPARTS.

Any Amendment to this Declaration may be executed in one (1) or more counterparts.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to Declaration, the day and year first hereinabove written.

Date: 8/16/02

OWNER(S) OF LOT WITHIN TRACT 32948

LOT No. 53

Name: STEVE CANTROCK

Name: GAYLE CANTROCK

Street Address:
22231 DRUMS CT.
CALHABASAS CA 91302

STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

02 2310673

On AUGUST 16, ²⁰⁰² before me, the undersigned, a Notary Public in and for said State, personally appeared STEVE CANTROCK AND GAYLE CANTROCK ~~personally known to me~~ ~~(person 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

Signature Shelly Schwartz
Notary Public in and for said County and State



64

The vote of at least a majority of a quorum of Members shall be required to ratify the Board's action, and in the event of the failure to obtain such approval, the Board shall immediately take all possible steps to settle any suit that has been filed and/or to cause any action that has been filed to be dismissed.

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O. Other Powers. In addition to the powers contained herein, the Board may exercise the powers granted to a nonprofit mutual benefit corporation under the California Corporation Code.

Section 6. COUNTERPARTS.

Any Amendment to this Declaration may be executed in one (1) or more counterparts.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to Declaration, the day and year first hereinabove written.

Date: August 16, 2002 OWNER(S) OF LOT WITHIN TRACT 32948
LOT No. 55 Name: [Signature]
Name: Robin G Heiber
Name: [Signature]
Robert Heiber

Street Address:
22235 DWIMS CT
CALABASAS, C.

STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

02 2310673

On August 16 ²⁰⁰² before me, the undersigned, a Notary Public in and for said State, personally appeared ROBIN G. HEIBER AND ROBERT HEIBER ~~person to me to sign 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

Signature [Signature]
Notary Public in and for said County and State



65

The vote of at least a majority of a quorum of Members shall be required to ratify the Board's action, and in the event of the failure to obtain such approval, the Board shall immediately take all possible steps to settle any suit that has been filed and/or to cause any action that has been filed to be dismissed.

N. Dealings with Municipalities and Governmental Agencies/Districts. The Board shall act on behalf of the Association with the City of Calabasas, the County of Los Angeles, the Las Virgines School District and other governmental agencies as to those matters directly affecting the Association. However, neither the Board or any member or officer thereof, acting in the official capacity nor the Association as an entity shall make political endorsements of any kind.

O. Other Powers. In addition to the powers contained herein, the Board may exercise the powers granted to a nonprofit mutual benefit corporation under the California Corporation Code.

Section 6. COUNTERPARTS.

Any Amendment to this Declaration may be executed in one (1) or more counterparts.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to Declaration, the day and year first hereinabove written.

Date: 9/9/02
LOT No. 56

OWNER(S) OF LOT WITHIN TRACT 32948
Name: DINA WAGNER
Name: RANDY WAGNER

Street Address:
22247 Drums Ct,
Calabasas, CA 91302

02 2310673

STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

On 9/9/02 before me, the undersigned, a Notary Public in and for said State, personally appeared Randy Wagner + Dina Wagner (personally known to me or known 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
Signature [Signature]
Notary Public in and for said County and State



WLP

The vote of at least a majority of a quorum of Members shall be required to ratify the Board's action, and in the event of the failure to obtain such approval, the Board shall immediately take all possible steps to settle any suit that has been filed and/or to cause any action that has been filed to be dismissed.

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O. Other Powers. In addition to the powers contained herein, the Board may exercise the powers granted to a nonprofit mutual benefit corporation under the California Corporation Code.

Section 6. COUNTERPARTS.

Any Amendment to this Declaration may be executed in one (1) or more counterparts.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to Declaration, the day and year first hereinabove written.

Date: 8/8-02

OWNER(S) OF LOT WITHIN TRACT 32948

LOT No. 57

Name: By Kenneth S. Chasin TRUSTEE

Name: JUDY CHASIN TRUSTEE

Street Address: 22253 DRVNS CT CALABASAS CA 91302

02 2310673

STATE OF CALIFORNIA)) SS)
COUNTY OF LOS ANGELES)

On AUGUST 18, 2002 before me, the undersigned, a Notary Public in and for said State, personally appeared KENNETH S. CHASIN AND JUDY CHASIN ~~person to me to be~~ 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~~ 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

Signature Shelly Schwartz
Notary Public in and for said County and State



The vote of at least a majority of a quorum of Members shall be required to ratify the Board's action, and in the event of the failure to obtain such approval, the Board shall immediately take all possible steps to settle any suit that has been filed and/or to cause any action that has been filed to be dismissed.

67

N. Dealings with Municipalities and Governmental Agencies/Districts. The Board shall act on behalf of the Association with the City of Calabasas, the County of Los Angeles, the Las Virgines School District and other governmental agencies as to those matters directly affecting the Association. However, neither the Board or any member or officer thereof, acting in the official capacity nor the Association as an entity shall make political endorsements of any kind.

O. Other Powers. In addition to the powers contained herein, the Board may exercise the powers granted to a nonprofit mutual benefit corporation under the California Corporation Code.

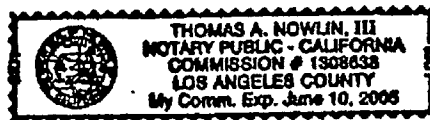
Section 6. COUNTERPARTS.

Any Amendment to this Declaration may be executed in one (1) or more counterparts.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to Declaration, the day and year first hereinabove written.

Date: August 22, 2002 OWNER(S) OF LOT WITHIN TRACT 32948
LOT No. 60 Name: Peggy A. Young
Name: PEGGY ANN YOUNG

Street Address:
22238 Craft Ct.
Calabasas CA 91302



STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

02 2310673

On 08-22-02 before me, the undersigned, a Notary Public in and for said State, personally appeared PEGGY ANN YOUNG ~~and I know to me to be the person to me or to his or~~ 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
Signature: Thomas A. Nowlin, III
Notary Public in and for said County and State

68

The vote of at least a majority of a quorum of Members shall be required to ratify the Board's action, and in the event of the failure to obtain such approval, the Board shall immediately take all possible steps to settle any suit that has been filed and/or to cause any action that has been filed to be dismissed.

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O. Other Powers. In addition to the powers contained herein, the Board may exercise the powers granted to a nonprofit mutual benefit corporation under the California Corporation Code.

Section 6. COUNTERPARTS.

Any Amendment to this Declaration may be executed in one (1) or more counterparts.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to Declaration, the day and year first hereinabove written.

Date: 8/18/02
LOT No. 61

OWNER(S) OF LOT WITHIN TRACT 32948
Name: [Signature]
Name: Martha Buckley Stone ^{LIVELY ANDREW STONE}
Martha Buckley Stone

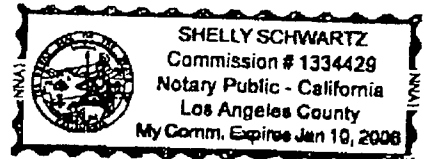
Street Address:
22236 CRAFT COURT
CALABASAS, CA 91302

STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

02 2310673

On AUGUST 18 2002 before me, the undersigned, a Notary Public in and for said State, personally appeared LIVELY ANDREW STONE AND MARTHA BUCKLEY STONE (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
Signature [Signature]
Notary Public in and for said County and State



69

The vote of at least a majority of a quorum of Members shall be required to ratify the Board's action, and in the event of the failure to obtain such approval, the Board shall immediately take all possible steps to settle any suit that has been filed and/or to cause any action that has been filed to be dismissed.

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O. Other Powers. In addition to the powers contained herein, the Board may exercise the powers granted to a nonprofit mutual benefit corporation under the California Corporation Code.

Section 6. COUNTERPARTS.

Any Amendment to this Declaration may be executed in one (1) or more counterparts.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to Declaration, the day and year first hereinabove written.

Date: August 18, 2002 OWNER(S) OF LOT WITHIN TRACT 32948

LOT No. 62 Name: Marilynn R. Dipaola

Print Name: Marilynn R. Dipaola
Name: Philip J. Dipaola
Print Name: Philip J. Dipaola

Street Address: 22232 Crabbe Court
Calabasas, CA 91302

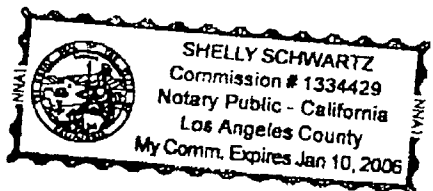
STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

02 2310673

On August 18, 2002 before me, the undersigned, a Notary Public in and for said State, personally appeared MARILYNN R. DIPAOLO AND PHILIP J. DIPAOLO (person(s) known to me or 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

Signature [Handwritten Signature]
Notary Public in and for said County and State



70

The vote of at least a majority of a quorum of Members shall be required to ratify the Board's action, and in the event of the failure to obtain such approval, the Board shall immediately take all possible steps to settle any suit that has been filed and/or to cause any action that has been filed to be dismissed.

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O. Other Powers. In addition to the powers contained herein, the Board may exercise the powers granted to a nonprofit mutual benefit corporation under the California Corporation Code.

Section 6. COUNTERPARTS.

Any Amendment to this Declaration may be executed in one (1) or more counterparts.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to Declaration, the day and year first hereinabove written.

Date: 9/5/02 OWNER(S) OF LOT WITHIN TRACT 32948
LOT No. 64 Name: Sharron L. Hanig
Name: SHARRON L. HANIG

Street Address:
22233 CRAFT COURT
CALABASAS, CA 91302

02 2310673

STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

On September 4, 2002 before me, the undersigned, a Notary Public in and for said State, personally appeared Sharron L. Hanig (person known to me or per 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

Signature Eddy Terpanjian
Notary Public in and for said County and State



The vote of at least a majority of a quorum of Members shall be required to ratify the Board's action, and in the event of the failure to obtain such approval, the Board shall immediately take all possible steps to settle any suit that has been filed and/or to cause any action that has been filed to be dismissed.

71

N. Dealings with Municipalities and Governmental Agencies/Districts. The Board shall act on behalf of the Association with the City of Calabasas, the County of Los Angeles, the Las Virgines School District and other governmental agencies as to those matters directly affecting the Association. However, neither the Board or any member or officer thereof, acting in the official capacity nor the Association as an entity shall make political endorsements of any kind.

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Section 6. COUNTERPARTS.

Any Amendment to this Declaration may be executed in one (1) or more counterparts.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to Declaration, the day and year first hereinabove written.

Date: Aug 16, 2002 OWNER(S) OF LOT WITHIN TRACT 22948
LOT No. 65 Name: David Lytal (DD) [Signature]
Name: Gloria Lytal [Signature]

Street Address: 22235 CRAFT CT
CALABASAS, CA 91302

STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

02 2310673

On August 16, 2002 before me, the undersigned, a Notary Public in and for said State, personally appeared DAVID LYTAL AND GLORIA LYTAL personally known to me (or known 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
Signature [Signature]
Notary Public in and for said County and State



74

The vote of at least a majority of a quorum of Members shall be required to ratify the Board's action, and in the event of the failure to obtain such approval, the Board shall immediately take all possible steps to settle any suit that has been filed and/or to cause any action that has been filed to be dismissed.

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Section 6. COUNTERPARTS.

Any Amendment to this Declaration may be executed in one (1) or more counterparts.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to Declaration, the day and year first hereinabove written.

Date: 8/19/02 OWNER(S) OF LOT WITHIN TRACT 32948
LOT No. 70 Name: CHAO-HO LIN
Name: FANG MEI LIN

Street Address:
4234 BALCONY DR.
CALABASAS, CA. 91302

STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

02 2310673

On August 19, 2002 before me, the undersigned, a Notary Public in and for said State, personally appeared CHAO-HO LIN & FANG MEI LIN ~~person known to me~~ ~~(or person 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
Signature Anna Monaco
Notary Public in and for said County and State



75

The vote of at least a majority of a quorum of Members shall be required to ratify the Board's action, and in the event of the failure to obtain such approval, the Board shall immediately take all possible steps to settle any suit that has been filed and/or to cause any action that has been filed to be dismissed.

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Section 6. COUNTERPARTS.

Any Amendment to this Declaration may be executed in one (1) or more counterparts.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to Declaration, the day and year first hereinabove written.

Date: August 16, 2002

OWNER(S) OF LOT WITHIN TRACT 32948

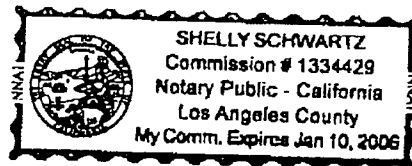
LOT No. 69

Name: Alan Halpern
and
Name: Shelley Halpern

Street Address:
4228 Balcony Drive
Calabasas, CA 91302

Trustees of the Halpern Revocable Family Trust Dated February 17, 1996

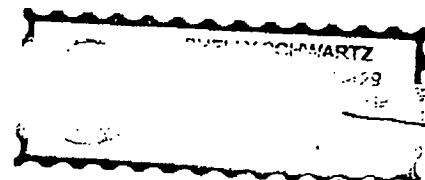
STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)



On AUGUST 19 2002 before me, the undersigned, a Notary Public in and for said State, personally appeared ALAN HALPERN AND SHELLEY HALPERN ~~party known to me to appear 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

Signature Shelly Schwartz
Notary Public in and for said County and State



RECORDING REQUESTED BY:

FIRST AMERICAN TITLE CO.
18401 Burbank Bl.
Tarzana, Ca. 91356
Sue Campo

80- 636120

cc: Nick Brostoff
(4147 Balcony Drive
Calabasas, CA
91302

Karig McCloskey

DECLARATION OF PROTECTIVE

COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made this 25th day of June, 1980,
by BRAEWOOD DEVELOPMENT CORP., a Texas Corporation (herein called
"Declarant"):

WITNESSETH:

Whereas, Declarant is the owner of a certain tract of land
in the County of Los Angeles, State of California, more particularly
described as follows:

Lots 1 thru 69 inclusive of Tract No. 32948,
County of Los Angeles, State of California, recorded in Book 950,
Pages 25 thru 30 inclusive, of maps of said County.

NOW THEREFORE:

Declarant declares that (i) it hereby establishes a General
Plan for the protection, maintenance, improvement and development of
said property, and hereby fixes the covenants, restrictions and
conditions subject to which all lots, parcels and portions of said
property shall be held, leased, sold and conveyed and (ii) each such
covenant, restriction or condition is for the benefit of Declarant and
said property and each portion thereof and shall apply to and bind the
respective successors of the present owners of each interest in said
property.

Said covenants, restrictions and conditions are as follows:

JUL 2 1980

ARTICLE I

GENERAL RESTRICTIONS

Section 1 "Single Family Dwellings"

No structure (except accessory and temporary structures as hereafter defined) erected or maintained upon said property shall be used for any purpose other than for single family dwelling purposes, and no portion of said property shall be used for any purpose other than for single family dwelling purposes. No structure shall be moved onto said property from another location and all construction on said property shall be new.

Section 2 "Construction and Occupancy"

No structure upon said property shall be occupied in the course of original construction until the same is completed and made to comply with the covenants, restrictions and conditions contained in this Declaration. All work of construction on each such structure shall be prosecuted diligently and continuously from the time of commencement of construction until the same shall be fully completed except to the extent prevented by strikes, lockouts, boycotts, the elements, war, inability to obtain materials, Acts of God or similar causes beyond the reasonable control of the builder.

Section 3 "Maintenance and Repairs"

All structures upon said property shall at all times be maintained in good condition and repair and well and properly painted.

Section 4 "Accessory Buildings & Structures"

(a) The only accessory structures which may be constructed or maintained upon said property shall be garages, patios, swimming pools with or without dressing rooms, not more than one separate quarters without kitchen to be used only by non-paying guests or servants, and any other accessory building or structures exclusive of living quarters

80- 636120

JUL 2 '80

which may be customarily used in connection with single family private residences.

(b) No lumber, metals or bulk materials shall be kept, stored, or allowed to accumulate on any lot except building or other materials to be used in connection with the work of construction, alteration or improvement approved in accordance with the terms hereof.

Section 5 "Drilling and Hydrocarbon Production"

No derrick or other structure designed for use in or used for boring or drilling for water, oil or natural gas shall be permitted upon or above the surface of said property, nor shall any water, oil, natural gas, petroleum, asphaltum or other hydrocarbon substances be produced from any well located upon, in or under said property.

Section 6 "Temporary Quarters"

(a) No trailer, tent or temporary quarters for living purposes or otherwise (except as specified in subsection (b) of this Section 6) shall at any time be placed upon said property. Except with Declarant's written consent first obtained, no structure shall be placed upon any building site upon said property (as a building site is hereafter defined) prior to completion of the main dwellings upon such building site.

(b) Temporary buildings used only for construction and administration purposes incidental to the original subdivision of any portion of said property and the initial construction of improvements and dwellings thereon may be erected and maintained upon said property while such work of improvement and construction is being carried on upon any portion of said property. A temporary sales office and model homes used only for the original sale of lots or homes upon said property may be erected and maintained thereon by the Declarant or its designees provided, however, that the rights of the Declarant to conduct such commercial activity shall expire upon the completion

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of the original sale of lots or houses upon the whole of said property or seven (7) years from date hereof, whichever shall first occur. All temporary buildings used for construction or administration purposes shall be promptly removed upon the completion of the original sale of lots or houses upon the whole of said property, or upon the expiration or seven (7) years from date hereof, whichever shall first occur.

Section 7 "Outhouses"

No privy (other than temporary ones during erection of a structure) shall be erected or maintained upon said property. Any lavatory or toilet in existence or used upon said property shall be enclosed within a building permitted under this Declaration and shall be properly connected with an underground septic tank or other method of disposal which is so constructed and operated that no offensive odor shall escape therefrom.

Section 8 "Animals"

No animals or birds, other than a reasonable number of generally recognized house or yard pets, shall be maintained on any property and then, only if they are kept, bred or raised thereon solely as domestic pets and not for commercial purposes. No animal or bird shall be allowed to make an unreasonable amount of noise, or to become a nuisance. No structure for the care, housing or confinement of any animal or bird shall be maintained so as to be Visible From Neighboring Property. Upon the written request of any OWNER, the Architectural Committee, as specified in Article III, Section 2, shall conclusively determine, at its sole and absolute discretion, whether, for the purposes of this paragraph, a particular animal or bird is a generally recognized house or yard pet, or a nuisance, or whether the number of animals or birds on any such property is reasonable.

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Section 9 "Signs"

No sign or other advertising device of any nature whatsoever shall be placed or maintained upon any lot except neatly painted "For Sale", "For Rent" or "Open for Inspection" signs, not larger than is reasonable and customary in the area. Notwithstanding the foregoing, however, Declarant or its designees may erect and maintain upon any lot or lots such signs and other advertising devices as it may deem necessary in connection with the conduct of operations for the development, subdivision and sale of the Properties or other real property owned by Declarant or its designees and contiguous to the property subject hereto; provided, however, that Declarant's rights to conduct such advertising activity shall expire upon the completion of the original sale of lots or houses upon the whole of said property or seven (7) years from the date hereof, whichever shall first occur.

Section 10 "Antennae"

No antenna or other structure for use for television or radio reception or communication or similar purpose shall be erected or maintained upon any residence or structure within said property unless the same is within a structure.

Section 11 "Slopes and Drainageways"

Each grantee of any lot or parcel in said property agrees for himself, his heirs, assigns, vendees and successors in interest that he will permit free access by owners of adjacent or adjoining lots or parcels to slopes or drainageways located on his property, which affect said adjacent or adjoining lots or parcels, when such access is essential for the maintenance of permanent stabilization on said slopes, or maintenance of the drainage facilities for the protection and use of property other than the lot or parcel on which the slope or drain-

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ageeway is located.

Each grantee of any lot or parcel in said property agrees for himself, his heirs, assigns, vendees and successors in interest, that he will not, in any way, interfere with the established drainage pattern over his lot or parcel from adjoining or other lots or parcels in said property, or that he will make adequate provisions for proper drainage in the event it is necessary to change the established drainage over his lot or parcel. For the purposes hereof, "established drainage" is defined as the drainage which will occur at the time the overall grading of said property, including the landscaping of each lot or parcel thereof, is completed.

Each grantee shall maintain the slopes upon his lot at the slope and pitch fixed by the finished grading thereof including watering and planting of the slopes.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the map of the property recorded in the office of the County Recorder of Los Angeles County, California. Within these easements no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

Within slope control areas, no structure, planting, or other material shall be placed or permitted to remain or other activities undertaken, which may damage or interfere with established slope

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ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slope control areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

Declarant shall, for a period of one (1) year following sale and deed of any particular building site, have the right, but not the obligation, to enter upon the said site and alter or maintain the slope control areas. An easement of reasonable access for said purpose is reserved to Declarant, and the purchaser, by the acceptance of a deed from Declarant, shall take title subject to such easement for said period of one (1) year.

Section 12 "Automobiles, Boats and Trailers"

Except as expressly hereinafter provided, no lot shall be used as a parking, storage, display or accommodation area for any type of motor vehicle, boat, trailer, camper or motor driven cycle, the purpose of which parking, storage, display or accommodation is to perform any activity thereon such as, but not limited to, maintenance, repair, rebuilding, dismantling, repainting or servicing of any kind. Such activities may be performed within completely enclosed garages or other structures located on the lot which screens the sight and sound of the activity from the street and from adjoining property. The foregoing restriction shall not be deemed to prevent washing and polishing of such motor vehicle, boat, trailer, camper or motor driven cycle, together with those activities normally incident and necessary to such washing and polishing. No boat, trailer, camper, truck, or commercial vehicles shall be parked at any time, on or in

front of any lot in an area visible from neighboring lots or any public streets.

Section 13 "Compliance with Laws"

Each owner shall promptly comply with all laws, statutes, ordinances, rules and regulations of Federal, State or municipal governments or authorities applicable to use and occupancy of and construction and maintenance of improvements upon the lots and any additional thereto.

Section 14 "Rooftop Appliances"

In addition to the Architectural Control provided pursuant to Article III hereof, appliances or installations upon the roofs of structures shall not be permitted unless they are installed in such manner that they are not visible from Neighboring Property or adjacent streets.

Section 15 "Nuisances"

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

Section 16 "Trash Containers and Collection"

No garbage or trash shall be placed or kept, except in covered containers. In no event shall such containers be maintained so as to

be visible from Neighboring Property except to make the same available for collection and, then, only the shortest time reasonably necessary to effect such collection.

Section 17 "Clothes Drying Facilities"

Outside clotheslines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained on any lot unless they are erected, placed and maintained exclusively within a fenced service yard or otherwise concealed and shall not be visible from Neighboring Property on the same or substantially similar grade.

Section 18 "Landscaping"

Within ninety (90) days after conveyance of title to the lot, the Grantee thereof shall plant lawns or otherwise landscape the front yard. No weeds, rubbish, debris, objects or material of any kind, plants or seeds infested with noxious insects or plant diseases shall be placed, grown or permitted to accumulate on any portion of the property which renders such portion of the property unsanitary, unsightly, offensive or detrimental to any lot in the vicinity thereof, or to the occupants of any such lot in the vicinity. In the event of the default in performance of this provision, Declarant shall have the right to enter upon that portion of the property and remove all such weeds, plants, rubbish, debris, objects or materials and do all the things necessary to place said portion of the site in a neat and orderly condition, including the installation of front lawns and landscaping and any expenses therefore shall become due and payable from the owner of said property to Declarant within five (5) days after written demand therefore.

ARTICLE II

BUILDING SITES, FLOOR AREAS AND

ROOF AREAS

Section 1 "Building Sites"

The lots set forth upon the latest Subdivision Map or record of Survey covering said property hereafter recorded in the office of the County Recorder of Los Angeles County, California, such building site shall not be used for more than one single family dwelling and accessory buildings. No dwelling or other structure shall be constructed or maintained upon any portion of said property which is not a building site as defined herein. Building site may be changed as to size (such change to conform to subdivision map lot lines) by written agreement between the then owner of record of the building site or sites to be so changed and Declarant, duly recorded in the office of the County Recorder of Los Angeles County; provided that Declarant need not be a party to any such agreement which does not involve a reduction in lot size requirement.

Section 2 "Floor Areas"

No main dwelling shall be erected upon said property which has a ground floor area--exclusive of any porch, patio, covered but not enclosed area, garage or other accessory building (whether or not attached to such dwelling)--of less than 1600 square feet. No such dwelling or other structure upon said property shall be in excess of two stories in height except with the written consent of Declarant first obtained.

Section 3 "Roof Areas"

All roof areas of dwelling on said property shall be of composition shingles, concrete tile, cedar shakes and shingles, rock or other materials as may be approved in writing by Declarant.

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ARTICLE III

ARCHITECTURAL AND LANDSCAPING CONTROL

Section 1 "Architectural Control"

No dwelling, fence or other structure of any type shall be maintained upon said property until the plans and specifications therefore, the appearance and color plan thereof, the height thereof, the plot plan showing the location thereof and the grading plans and --if requested-- a soils report for the building site upon which the structure is to be or is located shall have been approved by the Architectural Committee created in Section 2 of this Article III; and no change in the exterior appearance, type, color, grade, height or location of any such structure shall be made without the written approval of said Committee of the plans and specifications, detail and appearance thereof. Said Committee shall function as follows:

(a) All material for said Committee pursuant to this Declaration shall be submitted in duplicate and delivered, with the address of the submitting party, to the Committee at the address specified in subsection (e) of this Section 1.

(b) Any approval, disapproval or other action by the Committee pursuant to this Declaration shall be by certificate stating the Committee's action as having been joined in by at least the majority of its members and shall be signed by such joining members (with signatures acknowledged for recording). The action so certified shall constitute the action of the Committee, and the Certificate shall promptly be mailed, postage prepaid, to the address specified by the submitting party.

(c) One set of the duplicate sets of material submitted to the committee may be retained by it and the other set shall have the action of the Committee endorsed thereon and shall promptly be mailed, postage

prepaid, to the address specified by the submitting party unless such party shall elect to accept delivery thereof in person or by agent.

(d) If the Committee fails to approve or disapprove any material submitted to it hereunder within thirty (30) days after submission and to give notice of its action as above required, it shall be conclusively presumed that the Committee has approved such material as submitted.

(e) The address of the Committee is 21241 Ventura Blvd. #276 Woodland Hills, Calif. 91364, or such other place as may from time to time be designated by the Committee, by a written instrument recorded in the office of the County Recorder of Los Angeles County; and the last instrument so recorded shall be deemed to be Committee's proper address.

Section 2 "Architectural Committee"

(A) Members

(i) The Architectural Committee shall consist of three (3) members appointed by Declarant and Declarant hereby appoints _____
M. D. Wommack, Douglas V. Zaer and Linwood H. Rose
as the first members of the Committee.

(ii) Declarant shall have the power from time to time to replace any members of the Committee or to fill any vacancy in its membership by recording a written notice of such replacement or appointment in the office of the County Recorder of Los Angeles County.

(iii) All parties, including any title insurance company, are entitled to rely conclusively upon the membership of the Committee as herein specified and as changed by any such recorded notice.

(B) Failure to Fill Vacancy- Failure to fill any vacancy in the Committee shall not prevent the running of the 30-day period referred to in subsection (d) of Section 1 of this Article III and shall not

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prevent said Committee from acting on any matter to the extent that any two (2) members thereof join in the action taken.

Section 3 "Discretion of Committee and Declarant"

All action by the Committee authorized in this Declaration shall be within its sole discretion. All action by Declarant authorized in this Declaration shall be within the sole discretion of Declarant.

Section 4 "Access to Premises"

Each member of the Committee, Declarant and by any agent or employee of the Committee or Declarant shall at all reasonable hours have access to any building site and structures building or completed thereon for the purpose of inspection relative to compliance with this Declaration.

Section 5 "Termination of Declarant's Rights"

Upon the completion of the original sale of all lots or houses upon the whole of said property, declarant's rights of appointment and replacement of members of the Committee and rights of access for purposes of inspection, as set forth above, shall terminate and, as the existing members of the Committee resign or become unable to act, the remaining members of the Committee shall fill such vacancy by appointing a resident of said property.

Section 6 "Non-Waiver by Committee"

The approval or disapproval by the Committee of any plans, specifications, drawings, plot plans, grading plans, heights or any other matters submitted for approval or consent shall not be deemed to be a waiver by the Committee of its right to approve, disapprove, object or consent to and of the features or elements embodied therein when the same features or elements are embodied in any other plans, specifications, drawings, plot plans, grading plans, heights or other matters submitted to such Committee.

Section 7 "Committee's Certificate"

Any approval or disapproval of any plans, specifications, plot plans, grading plans, drawings, locations or heights by said Committee pursuant to this Declaration which is evidenced by a certificate executed pursuant to Section 1 of this Article III shall be irrevocable and may be conclusively relied upon as the action of the Committee by all parties, including but not limited to any owner or purchaser of any portion of said property covered hereby and any title insurance company. Any such certificate may be recorded in the office of the County Recorder of Los Angeles County.

ARTICLE IV

CERTAIN ADDITIONAL RESTRICTIONS

Section 1 "Utility Lines and Roads"

Nothing contained in this Declaration shall prohibit the use of said property for roads or for public utility, sewer or drainage facilities which conform to Section 2 of this Article IV.

ARTICLE V

Section 1 "Duration"

All of the covenants, restrictions and conditions set forth in this Declaration shall remain in full force and effect at all times against said property and the owners thereof--subject to any modifications pursuant to Section 2 of this Article V--until December 31, 2011, after which time said covenants, restrictions and conditions shall be automatically extended for successive periods of ten (10) years unless a written instrument duly executed by a majority of the then owners of record title then covered by this Declaration modifying or terminating said covenants, restrictions and conditions shall have been placed on record in the office of the County Recorder of Los Angeles County prior to December 31, 2011, or prior to the expiration of any 10-year period

thereafter, as the case may be.

Section 2 "Modification or Termination"

After at least 90% of the lots of which said property is comprised shall have been sold to individual owners, modifications or termination of all or any of the covenants, restrictions or conditions herein may be effected from time to time as to said property or any portion thereof by written instrument duly executed by at least 70% of the then owners of record title to the property then covered by this Declaration and Declarant and placed on record in the office of the County Recorder of Los Angeles County; provided that any modifications or termination which does not apply to all of the property then covered by this Declaration shall be effected as to any portion of said property only with the written consent of the record owners of such portion. Nothing in this Section 2 shall impair the operation of Section 1 of Article II above concerning changes in building sites.

"Owners of record title" and "record owners", as the terms are used in this Section 2, shall not include mortgagees or trustees or beneficiaries under deeds of trust.

Section 3 "Nuisances and Enforcement of Restrictions"

(a) Nothing in this Declaration or in any deed which Declarant may use in disposing of said property shall be deemed to reserve in Declarant any right or reversion for breach of any provisions hereof, and any such reversionary right is hereby expressly waived.

(b) Every act or omission whereby any covenant, restriction or condition in this Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated by Declarant or by the then owner or owners of any building site, lot or parcel within said property or hereafter in this Section 3 described. Remedies specified in this Declaration shall be deemed

cumulative and in addition to any others now or hereafter existing as a matter of law.

(c) Violation of any of the covenants, restrictions or conditions contained in this Declaration shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, but all of said covenants, restrictions and conditions shall be binding effective against each owner of any lot within said property who shall have acquired title thereto by foreclosure, trustee's sale or otherwise.

ARTICLE VI

MISCELLANEOUS

Section 1 "Acceptance of Provisions"

Each grantee, owner, lessee, sale contract holder and occupant of any parcel within said property accepts such parcel subject to all of the covenants, restrictions, and conditions in this Declaration. Each of said covenants, restrictions and conditions is for the benefit of--among others--each owner of said property or any portion thereof, and shall inure to and pass with each parcel of said property and shall apply to and bind the respective owners of said property and their successors in interest.

Section 2 "Construction and Validity"

All of the covenants, restrictions and conditions contained herein shall be construed together; but if any one or more thereof shall be held invalid or for any reason become unenforceable, no other covenant, restriction or condition shall be thereby affected or impaired.

Section 3 "Waiver Clause"

The failure of Declarant or any owner of any parcel covered by or any other person or entity to enforce any of the covenants, restrictions, or conditions to which said property or any part thereof

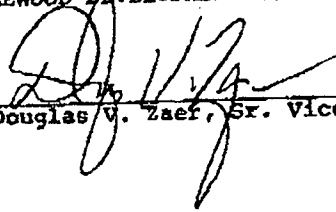
is subject shall not be deemed a waiver of the right to enforce thereafter the same or any other covenant, restriction or condition herein.

Section 4 "Successors and Assigns of Declarant"

The rights and powers of Declarant under this Declaration shall run in favor of the successors and assigns of Declarant; and any or all of said rights and powers hereunder may be transferred in whole or in part by Declarant by written instrument recorded in the office of the County Recorder of Los Angeles County.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand seal this 25th day of June, 19 80.

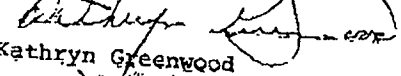
BRAEWOOD DEVELOPMENT CORP.

By 
Douglas V. Zaer, Sr. Vice President

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES } SS.
On June 25, 1980

the undersigned, a Notary Public in and for said County and State, personally appeared Douglas V. Zaer known to me to be the Sr. Vice President, and

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

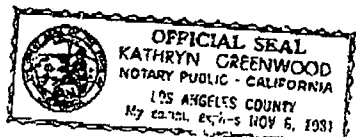
Signature: 
Kathryn Greenwood

Name (Typed or Printed)
Notary Public in and for said County and State

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FOR NOTARY SEAL OR STAMP



15c. 105 (218) Act. 1977, Section 11001, Row 11, Col. 11
Single