

8.08 Mortgagee's Right to Attend Meetings.

Any Mortgagee may appear at Association and Board meetings, but is not eligible to vote.

8.09 Payments by Mortgagees.

(a) First Mortgagees may pay the following jointly or severally:

- (1) Taxes or other charges in default which may be a charge against any part of the Common Area(s); and
- (2) Overdue premiums on hazard insurance policies, or to secure new hazard insurance coverage on the lapse of a policy for the Common Area(s).

(b) Upon making such payments, the Association:

- (1) Owes immediate reimbursement to first Mortgagees making such payments; and
- (2) Must, upon Mortgagee's request, execute an agreement that reflects the first Mortgagees' entitlement to such reimbursement.

8.10 Loss Payable Endorsement.

All applicable fire, physical loss or extended coverage insurance policies must contain loss payable clauses naming the Mortgagees who encumber the Condominiums.

8.11 Notices to Mortgagees.

(a) The holder, insurer or guarantor of the mortgage on any Unit is entitled to timely written notice of:

- (1) Any condemnation or casualty loss that affects a material portion of the Project or the Unit securing its mortgage;
- (2) Any sixty-day delinquency in the payment of Assessments or charges owed by the Owner of any Unit on which it holds the mortgage;
- (3) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and

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(4) Any proposed action that requires the consent of a specified percentage of Eligible First Mortgage Holders.

- (b) To obtain the information above, the mortgage holder, insurer or guarantor must send a written request to the Association, stating both its name and address and the unit number or address of the unit it has the mortgage on.

8.12 Governmental Financing Programs.

- (a) It is the intent of Declarant that the Governing Documents and the Project in general, shall now and in the future meet all requirements necessary to purchase, guarantee, insure, or subsidize any Mortgage of a Condominium in the Project by the Federal Home Loan Mortgage Corporation, and Federal National Mortgage Association or FHA/VA (if the Declarant is submitting for approval or these agencies). The Association and each Owner shall promptly take any action and/or shall adopt any resolutions required by Declarant or any Mortgagee to conform this Declaration or the Project to the requirements of any of these entities or agencies. Each Owner of a Condominium in the Project, by accepting a deed to a Condominium, shall be deemed to have constituted and irrevocably appointed Declarant as his Attorney-in-Fact, for himself and each of his Mortgagees, heirs, legal representatives, successors and assigns, whether voluntary or involuntary, and thereby to have conveyed a Power of Attorney coupled with an interest to Declarant as his Attorney-in-Fact for the purpose of amending the Governing Documents to conform with any new requirements. This Power of Attorney shall expire two years after the recording of this Declaration.
- (b) These steps include the requirement that, when available, the Association must maintain certain types of insurance coverage issued by carriers who meet the requirements of the relevant governmental financing program.
- (c) Hazard insurance policies required by this Section must contain (or attach) the standard Mortgagee clause commonly accepted by private institutional Mortgage investors for similar properties in the locale (except when a separate policy covering the Common Area(s) is maintained).
- (d) If there are any such loans, the Association will give written notice to FHLMC (or its designated representative) of the following:
- (1) Any loss to the Common Area in excess of Ten Thousand Dollars (\$10,000.00); or
  - (2) Damage to a Condominium covered by a first Mortgage purchased (in whole or in part) by the FHLMC in excess of One Thousand Dollars (\$1,000.00).

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## ARTICLE IX

### DESTRUCTION OF IMPROVEMENTS

#### 9.01 Restoration of the Property.

- (a) In case of destruction, the Association will repair and restore to its former condition any area for which it has responsibility.
- (b) Insurance proceeds for reconstruction or repair may only be used for those purposes (unless otherwise stated in this Declaration).
- (c) The Board is authorized to prepare any necessary documents to begin reconstruction as promptly as practical.
- (d) The Property must be restored in substantial accordance with the Condominium Plan and original construction plans, unless changes recommended by the Board have been approved in writing by seventy-five percent (75%) of the Owners and the same percentage of first Mortgagees.
- (e) If insurance proceeds cover at least eighty-five percent (85%) of restoration costs, the Association will cause to be repaired the damage and levy a Reconstruction Assessment against Owners to raise funds for the rebuilding or major repair of the structural Common Area housing units of the Project which shall be levied upon the basis of the ratio of the square footage of the floor area of the Unit to be assessed to the total square footage of floor area of all Units to be assessed.
- (f) If insurance proceeds cover less than eighty-five percent (85%) of restoration costs, then the vote (or written assent) of seventy-five percent (75%) of the Owners and first Mortgagees must approve a Reconstruction Assessment levied by the Board in order to proceed with restoration.
- (g) If the Owners and Mortgagees determine that restoration costs would be substantial and not in their best interests, the Owners may proceed as provided below.

#### 9.02 Sale of Property and Right to Partition.

- (a) If insurance proceeds cover less than eighty-five percent (85%) of restoration costs, a certificate of the resolution authorizing reconstruction must be recorded within six (6) months from the date of destruction, or it will be conclusively presumed that the Owners have determined not to rebuild.

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- (b) An Owner may not partition his or her interest in the Condominium, and there may be no judicial partition of the Property, except:
  - (1) If a certificate of a resolution to rebuild has not been recorded within six (6) months of the destruction; or
  - (2) If restoration has not begun within six (6) months and the vote (or written consent) of sixty-seven percent (67%) of the Condominium Owners is given, then conditions for partition as set forth in Subdivision (4) of California Civil Code Section 1359(b) will be deemed satisfied.
- (c) In case of partition, the Association (acting through a Board majority) must promptly record a certificate that states:
  - (1) That a Board majority has irrevocable power of attorney to sell the Property for the Owners' benefit (except the VA) and for whatever documents are necessary for the Association to sell the Property for the best price, either in its damaged condition, or after damaged structures have been razed; and
  - (2) That the certificate is conclusive evidence of authority for any person relying upon it in good faith.
- (d) Net proceeds from sale, condemnation award (affecting all or a part of the Structural Common Area which is not apportioned among Owners by court judgment or by agreement between condemning authorities and each of the Owners) and/or Association Insurance must be divided proportionately among the Owners according to an appraised fair market value of the Condominiums (as of a date immediately prior to destruction or condemnation), computed by dividing the value of each Condominium by the total value of all Condominiums. Appraiser(s) hired by the Board for this purpose will be paid as an Association Common Expense.
- (e) The balance due on any valid encumbrance of record will be paid in order of priority before the distribution of any proceeds to the relevant Owner.
- (f) Except as provided above, each Owner (and successors) agree:
  - (1) To waive all rights, interests and causes of action for judicial partition of tenancy in common ownership; and
  - (2) To take no judicial action for partition.

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9.03 Interior Damage.

Restoration and repair of any interior damage to a Unit is the individual expense of the relevant Owner, except for any casualty or damage insured against by the Association.

9.04 Notice to Owners and Listed Mortgagees.

Immediately upon learning of any material damage or destruction to the Common Property or any Unit, the Board must notify all Owners, and Beneficiary, insurer or guarantor of any relevant Mortgage who have filed a written request for Board notice (see "Mortgagee Protection" Article).

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## ARTICLE X

### EMINENT DOMAIN

#### 10.01 Representation by the Board in Condemnation Proceedings.

In case any Condominium is taken by condemnation or sale by eminent domain:

- (a) The Board will be the sole representative of all Members in any action to recover awards and all aspects of condemnation proceedings (subject to Mortgagees who have requested to join the Board in the proceedings); and
- (b) Members may not challenge the Board's good faith in fulfilling these duties.

#### 10.02 Distribution of Award.

- (a) In case of condemnation or sale by eminent domain, the Board must distribute any award according to these provisions (after deducting fees and expenses related to the condemnation proceedings).
- (b) Any award must first be applied toward payment of any balance due on any Mortgages of record, in order of priority.
- (c) If condemnation judgment apportions the award among the Owners and Mortgagees, the Board will distribute the remaining amount (after deductions above) according to the terms of the judgment allocation.
- (d) If by sale under threat of condemnation (or if the judgment of condemnation fails to apportion the award), the Board will distribute the award based upon relative values of the affected Condominiums as determined by an independent M.A.I. appraiser(s) hired by the Board.
- (e) The determination of the appraiser(s) of each Condominium's value and degree of affect by the proceedings will be final and binding on all Owners and Mortgagees.
- (f) An Owner does not have priority over a Mortgagee for the condemnation award allocated to the Condominium.
- (g) An award may not be distributed to an Owner or Mortgagee in excess of the allocated amount.

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10.03 Inverse Condemnation.

The Board may bring an inverse condemnation action, in which case these provisions apply with equal force.

10.04 Revival of the Right to Partition.

- (a) If condemnation or sale by eminent domain renders more than twenty percent (20%) of the Units incapable of substantial restoration to prior condition (of at least ninety-five percent (95%) of the floor area):
- (1) The Board must call an Owners' meeting within sixty (60) days by mailing notice to each Owner at the address in the Association records; and
  - (2) The Owners may permit sale and partition of the entire Property (by a sixty-seven percent (67%) vote or written consent of the Owners, based on one (1) vote per Unit), in which case an Owner's right to partition through legal action is revived.
- (b) The Board will determine whether Condominiums partially taken are capable of being restored, and their decision is final and binding.

10.05 Awards for Members' Personal Property and Relocation Allowances.

- (a) In case of condemnation or sale by eminent domain, each Owner has exclusive right to claim:
- (1) All of the award made for the Member's personal Property; and
  - (2) Relocation and moving expenses.
- (b) The Board shall represent each Member in an action to recover awards regarding the Members' personal property, and must allocate the proportional amount of any award attributable to the appropriate portion of each Members' personal property.

10.06 Notice to Members.

As soon as the Board learns of any potential condemnation or sale by eminent domain, it must notify all Members and First Mortgagees who have filed a written request for notice (see "Mortgagee Protection" Article).

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10.07 Change of Condominium Interest.

- (a) In case of condemnation or sale by eminent domain, the Board may amend the Condominium Plan to reflect changes (subject to this Declaration).
- (b) If the Board records such an amendment, all relevant Owners and security interest holders must:
  - (1) Execute and acknowledge the amendment in compliance with California Civil Code Section 1351 (or any similar statute in effect); and
  - (2) Execute other documents and take other actions required to make the amendment effective.
- (c) The Board must send a notice of Condominium Plan change to each Owner and Mortgagee within ten (10) days after the amendment is filed in the relevant County Recorder's Office.

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## ARTICLE XI

### COVENANT AGAINST PARTITION AND RESTRICTION ON SEVERABILITY OF CONDOMINIUM COMPONENT INTEREST

#### 11.01 No Partition; Exceptions; Power of Attorney.

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- (a) The right of partition is hereby suspended (except that the right to partition revives and the Property may be sold as a whole when the provisions of this Declaration concerning Destruction and Eminent Domain are met).
  - (b) Upon prior written approval of the First Mortgagee, an Owner may bring an action for partition by sale as provided in California Civil Code Section 1359 (or any similar statute in effect at the time).
  - (c) These provisions do not prevent a judicial partition between co-tenants of a Unit.
  - (d) The Association (through its Board) has irrevocable power of attorney (coupled with an interest) for the following circumstances:
    - (1) To sell the Property for the benefit of Owners and Mortgagees when partition takes place under California Civil Code Section 1359;
    - (2) To the maximum legal extent regarding Destruction or Eminent Domain; and
    - (3) Only after a certificate executed by a majority of Board Members is recorded which states that power of attorney is duly exercisable under the circumstances.

#### 11.02 Proceeds of Partition Sale.

- (a) Whenever an action is brought for partition by sale, the Owners will share the proceeds in the same proportion as the relative values of each Condominium, determined by comparing its fair market value on partition date (established by an M.A.I. Appraiser selected by the Association) to the total assessed value of all Units in the Property on that date.
- (b) Distribution of partition sale proceeds must be adjusted to reflect prior condemnation awards or insurance proceeds paid to Owners and Mortgagees.

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- (c) In case of partition and sale, provisions of all Mortgages and Assessment liens extend to each Owner's interest in the resultant proceeds.
- (d) An Owner's interest may only be distributed upon prior payment of any Mortgage or Assessment encumbering the proceeds.

11.03 No Separate Conveyance of Condominium Components.

- (a) An Owner may not sever, sell, convey or encumber a Unit's component interests (such as the Common Areas appurtenant to the Unit).
- (b) The provisions of this Section terminate when a partition is decreed (either judicial or in accordance with this Article).

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ARTICLE XII

EASEMENTS

12.01 Certain Rights and Easements Reserved to Declarant.

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- (a) This Declaration may not be amended to modify or eliminate easements or rights reserved to Declarant without prior written approval of Declarant.
  - (b) Any easement reserved to Declarant in this Article is nonexclusive, unless otherwise specified.
  - (c) Declarant reserves the right to grant and transfer easements for:
    - (1) Installation and maintenance of "Systems" (e.g., drainage facilities, sewer, water, electricity, gas, telephone, cable television other utility lines and facilities, and heating and air conditioning systems); and
    - (2) Public services of the city.
  - (d) Any such easement may not interfere with an Owner's use and enjoyment of the Units and Common Area(s).
  - (e) As long as any Unit remains unsold, and for no longer than five (5) years from the date the original DRE public report is issued, the Declarant and its representatives reserve easements and rights for the following purposes without the need to seek or obtain Board or Architectural Committee approval:
    - (1) To complete excavation, alteration, grading and construction of improvements;
    - (2) To construct, alter or make additional improvements Declarant deems advisable in the course of Property development;
    - (3) To use any Unit as an office for construction, decoration, real estate sales and leasing; and
    - (4) To make reasonable use of any Common Areas for ingress, egress, development, sales and construction purposes.

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12.02 Certain Easements for Owners.

- (a) Owners served by Systems connections have easement rights to the full extent necessary for use, repairs, and maintenance as needed (including to enter upon other Units, provided that the responsible Owner or utility company promptly repairs any Unit damage caused by such entry as promptly as possible).
- (b) Easement access to other Units is subject to Association approval (which may not be unreasonably withheld) according to reasonable conditions imposed by the Association.
- (c) Declarant grants nonexclusive easements for ingress, egress, pedestrian walkway and general recreation purposes over and upon the Common Area (except Exclusive Use Common Areas) to all Owners, subject to Governing Documents and Declarant rights in this Declaration.
- (d) Declarant reserves the right to grant and transfer easements over those portions of the Common Area(s) (the servient tenement) depicted on the Condominium Plan as an "Exclusive Use Common Area".
- (e) Declarant reserves the right to grant and transfer drainage easements over the Common Area (from the drainage line initially constructed by Declarant).

12.03 Certain Easements for Association.

Declarant grants to the Association nonexclusive easements permitting the Association to discharge its obligations as described in this Declaration.

12.04 Encroachment.

Declarant, the Association and Owners of contiguous Units have a reciprocal easement appurtenant to each of the Units and Common Areas for the following purposes:

- (a) Accommodating any existing encroachment of a wall or structure; and
- (b) Maintaining any structure and accommodating authorized construction, reconstruction, repair, shifting, movement or natural settling.

12.05 Creation of Easements.

- (a) Easements referred to herein are established upon the sale of the first Unit in the Project, and the provisions hereof with respect to such easements shall be covenants running with the land for the use and benefit of Units and Property superior to all other encumbrances.
- (b) Individual grant deeds to Units shall state that the grant is made subject to the provisions of this Declaration, and may set forth reference to these easements, but are not required to do so.

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ARTICLE XIII

UTILITIES

13.01 Owner's Rights and Duties.

Owner rights and duties regarding "Systems" (e.g., drainage facilities, sewer, water, electricity, gas, telephone, cable television other utility lines and facilities, and heating and air conditioning systems) are:

- (a) Easement for Systems that lie on Units or Common Area(s) is granted to the full extent necessary for utility companies and the Association to install, maintain and repair the Systems;
- (b) If a utility System serves more than one Unit, each Owner served is entitled to reasonable use and enjoyment of all necessary portions of the System;
- (c) Systems easements may not interfere with an Owner's use and enjoyment of any of the buildings originally constructed on the Property; and
- (d) Reserved by Declarant (successors and assigns, including the Association) to grant and transfer, provided that the easements do not unreasonably interfere with the Owners' use and enjoyment of the Units and Common Areas.

13.02 Association's Duties.

The Association must:

- (a) Maintain all utility installations located in the Common Areas, except for those maintained by public, private or municipal utility companies; and
- (b) Pay all charges (as a Common Expense) for utilities supplied to the Property, except those metered or charged separately to the Units.

(6)

ARTICLE XIV

**SPECIAL PROVISIONS RELATING TO ENFORCEMENT OF  
DECLARANT'S OBLIGATION TO COMPLETE COMMON AREA  
IMPROVEMENTS**

14.01 **Special Provisions Relating to Enforcement of Declarant's  
Obligation to Complete Common Area Improvements.**

- (a) The Board must consider and vote on Association action to enforce bond obligations regarding any Common Area improvement if the following factors apply:
- (1) Declarant has not completed Common Area improvements before the first Unit closes escrow;
  - (2) The Association is the obligee under a bond or other arrangement securing completion; and
  - (3) A Notice of Completion has not been filed within sixty (60) days of the completion date specified in the planned construction statement appended to the bond.
- (b) The Association may grant a written extension for a Common Area completion.
- (c) If a notice of completion has not been filed within thirty (30) days after the extension expires, the Board will meet and vote on enforcement options.
- (d) Association Members may submit a petition signed by at least five percent (5%) of Association voting power calling for a Special Meeting to be held between thirty-five (35) and forty-five (45) days after the Board receives the petition.
- (e) At the Special Meeting, a majority vote of Association Members (other than Declarant) overrides the Board's decision and causes the Board to enforce bond obligations through appropriate action in the name of the Association.

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ARTICLE XV  
AMENDMENT

15.01 Amendment.

- (a) Before the first Unit is sold, Declarant may unilaterally amend this Declaration (subject to the Article entitled "Mortgagee Protection") by recording an instrument of amendment in the relevant County Recorder's Office.
- (b) After the first Unit is sold, this Declaration may only be amended in the following ways (and subject to the Article entitled "Mortgagee Protection"):
- (1) If there is only one Membership Class:
- (A) A signed, written instrument from sixty-seven percent (67%) of Association Members (other than Declarant); or
- (B) A signed, written instrument by two Association officers certifying that the relevant amendment has been approved by at least sixty-seven percent (67%) of Association Members (other than Declarant).
- (2) If Class B Membership exists:
- (A) A signed, written instrument from sixty-seven percent (67%) of the voting power of each class of membership; or
- (B) A signed, written instrument by two Association officers certifying that the amendment has been approved by at least sixty-seven percent (67%) of each class of membership.
- (c) Any amendment must be properly recorded in the relevant County Recorder's Office.
- (d) The percentage of Association Members needed to amend this Declaration may not be less than the percentage of affirmative votes prescribed for action to be taken under the relevant provision.
- (e) An Owner or the Association may petition the Superior Court for an order reducing the percentage of affirmative votes needed to amend this Declaration (pursuant to Civil Code Section 1356, or any successor statutes).
- (f) Notwithstanding the foregoing provisions of this Article, for as long as Class B membership exists, any amendment to this Declaration requires prior approval by the Department of Veterans Affairs. (A draft of the amendment must be submitted to the VA for its approval prior to recordation.)

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- (g) Without the prior written consent of the City of Alhambra, the Association shall not amend this Declaration in such a manner which would delete, reduce or affect the rights, privileges and status of the City of Alhambra, as contained in this Article or elsewhere in the Declaration.

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ARTICLE XVI

MISCELLANEOUS PROVISIONS

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16.01 No Rights Given to Public.

This Declaration does not grant any portion of the Property to the general public or for any public use whatsoever.

16.02 Enforcement.

- (a) An Owner or the Association may enforce by legal action all restrictions, conditions, covenants, reservations, liens, Assessments, fees and penalties imposed by this Declaration for violations committed by any offending party.
- (b) Failure to take action does not constitute a waiver of the right to take action.

16.03 Termination of any Responsibility of Declarant.

If Declarant conveys fee title to all of the Property to any entity or individual(s), then:

- (a) Declarant will be relieved of the performance of any further duty or obligation in this Declaration; and
- (b) Such entity or individual(s) will be obligated to perform all such duties and obligations of Declarant.

The rights and duties of Declarant hereunder may be assigned in whole or in part by Declarant to any successor in interest by a written assignment, after which Declarant shall not be responsible for any acts or omissions of its successor in interest.

16.04 Term of Declaration.

- (a) This Declaration is binding upon all parties for sixty (60) years after the recording date.
- (b) After sixty (60) years, the Declaration will automatically be extended for successive ten (10) year periods, unless the Owners (heirs, successors, representatives) of a majority of subject Units record a signed, written instrument:

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- (1) At least one (1) year before the beginning of any ten (10) year period;  
and
- (2) Agreeing to change or terminate this Declaration.

16.05 Notices.

- (a) Any required notice must be given by:
  - (1) Personal delivery; or
  - (2) Mailing by first-class, or registered, or certified pre-paid U.S. mail (deemed given upon deposit in the mail); or
  - (3) Other means of written communication (deemed given upon delivery of common carrier for transmission).

16.06 Partial Invalidity.

If any of this Declaration is declared invalid or in conflict with any relevant law, the validity of the remainder of this Declaration will remain in full force and effect.

16.07 Number.

As required by the context of this Declaration, a singular grammatical reference includes the plural application.

16.08 Attorneys' Fees.

In any legal action by an Owner(s) or the Association to enforce any provision of the Governing Documents, the prevailing party shall be awarded reasonable costs (including attorney's fees).

16.09 City of Alhambra Conditions.

- (a) Right of Entry. The City of Alhambra, California, shall have the right, but not the duty, to enter upon the development for purposes of inspecting same and correcting or abating any public nuisance or violation of the Health and Safety Code or the State of California or the Alhambra Municipal Code.

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- (b) **Compliance with City Ordinances.** The development shall be maintained in compliance with, and the Association and each owner occupant of a Unit within the development shall comply with all applicable ordinances of the City of Alhambra, California.
- (c) **Conflict of City Conditions with Other Provisions of the Declaration or Other Governing Instruments.** To the extent any City of Alhambra provisions conflict with the provisions of this Declaration or other instruments governing the development, the provisions of the City of Alhambra shall control.
- (d) **Consent to Declaration.** The trustees or beneficiaries of all deeds of trust or other encumbrances on the tract shall consent to and subordinate their interests to this Declaration. Said consent shall be in writing, attached to the Declaration and recorded with it.

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IN WITNESS WHEREOF, the undersigned, being the Declarant, has executed this Declaration for Tract No. 49546 on the day and year first written above.

"Declarant"

FUDGE/VAN SCHAICK CORPORATION,  
a California corporation

x Mark R. Fudge  
By: MARK R. FUDGE  
its: President

x David Van Schaick  
By: DAVID VAN SCHAICK  
its: Vice-President

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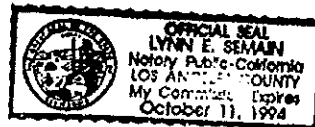
STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES ) ss.

On June 25, 1992, before me, the undersigned, a Notary Public in and for said State, personally appeared Mark R. Fudge and David Van Schaick \* \* \* \* \*

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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.

(SEAL)



[Signature]  
Notary Public

7V

**SUBORDINATION BY LIENHOLDER**

FRANK J. NOVARRO as Trustee for the FRANK J. NOVARRO TRUST dated 7/16/84; ALLEN FOSTER VAN SCHAICK and ARDEN FINOCCHIO VAN SCHAICK as Trustees for the VAN SCHAICK TRUST dated 11/9/76; JACK D. FUDGE and ELINE M. FUDGE, as Individuals, as Beneficiary under the following Deed(s) of Trust which cover(s) the real property described in the Declaration of Covenants, Conditions, Restrictions and Easements for Tract No. 49546 to which this instrument is attached, hereby approves and consents to the recording of this Declaration of Covenants, Conditions, Restrictions and Easements, and agrees that the lien(s) of said Deed(s) of Trust shall be subordinated to and subject to each and every provision of the Declaration and any future amendments not affecting the beneficial interest.

Deed of Trust recorded on August 27, 1991 as Instrument No. 91-1347295 of the Official Records of the Los Angeles County Recorder.

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FRANK J. NOVARRO as Trustee  
for the FRANK J. NOVARRO TRUST  
dated 7/16/84

x   
FRANK J. NOVARRO, Trustee

ALLEN FOSTER VAN SCHAICK and ARDEN FINOCCHIO VAN SCHAICK  
as Trustees for the VAN SCHAICK TRUST dated 11/9/76

x   
ALLEN FOSTER VAN SCHAICK,  
Trustee

x   
ARDEN FINOCCHIO VAN SCHAICK,  
Trustee

x   
JACK D. FUDGE, an Individual

x   
ELINE M. FUDGE, an Individual

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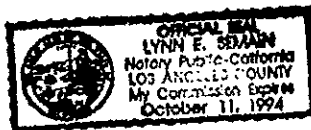
STATE OF CALIFORNIA )  
COUNTY OF Los Angeles ) ss.

On June 25, 1992, before me, the undersigned, a  
Notary Public in and for said State, personally appeared Frank J. Novarro, Allen  
Foster Van Schaick, Arden Finocchio Van Schaick

personally known to me (or proved to me on the basis of satisfactory evidence) to be  
the person(s) whose name(s) is/are subscribed to the within instrument and  
acknowledged to me that he/she/they executed the same in his/her/their 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.

(SEAL)



*[Signature]*  
Notary Public

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STATE OF CALIFORNIA )  
COUNTY OF ) ss.

On June 25, 19 92, before me, the undersigned, a  
Notary Public in and for said State, personally appeared Jack D. Fudge  
and Elene M. Fudge

personally known to me (or proved to me on the basis of satisfactory evidence) to be  
the person(s) whose name(s) is/are subscribed to the within instrument and  
acknowledged to me that he/she/they executed the same in his/her/their 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.

(SEAL)



*[Signature]*  
Notary Public

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**SUBORDINATION BY LIENHOLDER**

MARIE FINOCCHIO and ANTHONY FINOCCHIO as Trustees for the FINOCCHIO TRUST dated 9/3/76; FRANK J. NOVARRO, as Trustee for the FRANK J. NOVARRO TRUST dated 7/16/84; ALLEN FOSTER VAN SCHAICK and ARDEN FINOCCHIO VAN SCHAICK as Trustees for the VAN SCHAICK TRUST dated 11/9/76; JACK D. FUDGE and ELINE M. FUDGE, as individuals, as Beneficiary under the following Deed(s) of Trust which cover(s) the real property described in the Declaration of Covenants, Conditions, Restrictions and Easements for Tract No. 49546 to which this instrument is attached, hereby approves and consents to the recording of this Declaration of Covenants, Conditions, Restrictions and Easements, and agrees that the lien(s) of said Deed(s) of Trust shall be subordinated to and subject to each and every provision of the Declaration and any future amendments not affecting the beneficial interest.

Deed of Trust recorded on August 27, 1991 as Instrument No. 91-1347296 of the Official Records of the Los Angeles County Recorder.

MARIE FINOCCHIO and ANTHONY FINOCCHIO  
as Trustees for the FINOCCHIO TRUST dated 9/3/76

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*Marie Finocchio* *Anthony Finocchio*  
MARIE FINOCCHIO, Trustee ANTHONY FINOCCHIO, Trustee

FRANK J. NOVARRO as Trustee  
for the FRANK J. NOVARRO TRUST  
dated 7/16/84

*Frank J. Novarro*  
x FRANK J. NOVARRO, Trustee

ALLEN FOSTER VAN SCHAICK and ARDEN FINOCCHIO VAN SCHAICK  
as Trustees for the VAN SCHAICK TRUST dated 11/9/76

*Allen Foster Van Schaick* *Arden Finocchio Van Schaick*  
x ALLEN FOSTER VAN SCHAICK, x ARDEN FINOCCHIO VAN SCHAICK,  
Trustee Trustee

*Jack D. Fudge* *Eline M. Fudge*  
x JACK D. FUDGE, an individual x ELINE M. FUDGE, an individual



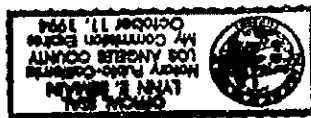
STATE OF CALIFORNIA )  
COUNTY OF Los Angeles ) ss.

On June 25, 1992, before me, the undersigned, a Notary Public in and for said State, personally appeared Marie Finocchio, Anthony Finocchio, Frank J. Novakro, Allen Foster Van Schaick and Arden Finocchio Van Schaick

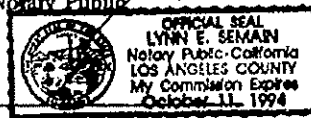
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their signature(s) on the instrument the person(s) or the entity upon behalf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

WITNESS my hand and official seal.

(SEAL)



*[Signature]*  
Notary Public



STATE OF CALIFORNIA )  
COUNTY OF ) ss.

On June 25, 19 92, before me, the undersigned, a Notary Public in and for said State, personally appeared Talk D. Fudge and Eline M. Fudge

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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.

(SEAL)



*[Signature]*  
Notary Public

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