

I hereby certify that this is a true and correct copy of
the original Deed of Conveyance 52887-2071#
FIRST AMERICAN TITLE INSURANCE-COMPANY 87-81803
BY Gracie B. Miller Subdivision

WHEN RECORDED, RETURN TO:

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DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

TRACTS 4141-5 and 4141-7
Ventura County, California

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DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

TRACTS 4141-5 and 4141-7

Ventura County, California

THIS DECLARATION, made on the date hereinafter set forth, by UWC Moorpark Investors, Ltd., a California limited partnership, (hereinafter referred to as "Declarant"),

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in the City of Moorpark, County of Ventura, State of California, which is more particularly described as:

Parcel 1: Lots 195 through 235, inclusive, of Tract 4141-7, in the County of Ventura, State of California, as per map recorded in Book 106 pages 53 through 56, inclusive, of Miscellaneous Records, in the office of the County Recorder of Ventura County, California, referred to hereinafter as "Residential Lots" or "Lots."

Parcel 2: Lot 165 of Tract 4141-5, in the City of Moorpark, County of Ventura, State of California, as per map thereof recorded in Book 106, Pages 45 through 48, inclusive, of Miscellaneous Records in the office of the County Recorder of Ventura County, California, and

Parcels I and J of Tract 4141-7 in the City of Moorpark, County of Ventura, State of California, as per map thereof recorded in Book 106, pages 53 through 56, inclusive, of Maps in the office of the County Recorder of Ventura County, California referred to hereinafter as "Common Area."

NOW, THEREFORE, Declarant hereby declares that all of the properties described above, and such additions thereto as may hereafter be made pursuant to Article IX

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

ARTICLE I DEFINITIONS

Section 1. "Association" shall mean and refer to Mountain Meadows Quailridge II Homeowners Association.

Section 2. "Board of Directors" shall mean the board of directors of the Association.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 4. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association. The Properties constitute a Planned Development as defined by California Civil Code §1351(k).

Section 5. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described as follows:

Lot 165 of Tract 4141-5, in the City of Moorpark, County of Ventura, State of California, as per map thereof recorded in Book 106, Pages 45 through 48, inclusive, of Miscellaneous Records in the office of the County Recorder of Ventura County, California, and

Parcels I and J of Tract 4141-7 in the City of Moorpark, County of Ventura, State of California, as per map thereof recorded in Book 106, pages 53 through 56, inclusive, of Maps in the office of the County Recorder of Ventura County,

California referred to hereinafter as "Common Area."

Section 6. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties, but excepting the Common Area.

Section 7. "Declarant" shall mean and refer to UWC Moorpark Investors, Ltd., a California limited partnership, its successors and assigns, if such successors or assigns should acquire more than four undeveloped lots from the Declarant for the purpose of development.

Section 8. "Mortgage" shall mean the conveyance of any Lot or other portion of the Properties to secure the performance of an obligation, which conveyance shall be void upon the due performance of said obligation.

Section 9. "Mortgagee" shall mean a person or entity to whom a mortgage is made; "first mortgagee" shall mean the holder of a mortgage which is senior in priority to any other consensual liens; "Mortgagor" shall mean a person or entity who mortgages his or its property to another, i.e., the maker of a mortgage.

Section 10. Wherever the word "Deed of Trust" is used herein, it shall mean and be synonymous with the word "Mortgage", and the same may be used interchangeably with the same meaning; and likewise, the word "Beneficiary" shall be synonymous with the word "mortgagee".

Section 11. "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions, together with any amendments, supplements or modifications hereto.

Section 12. "Member" shall mean and refer to any person or entity which holds membership in the Association.

Section 13. "Maintenance" shall mean the exercise of reasonable care to keep buildings, private roads, landscaping, lighting, and other related improvements and fixtures in a state similar to their original condition; normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of regular fertilization, irrigation, and other garden management practices necessary to promote a healthy, weed free environment for optimum plant growth.

Section 14. "Landscape Maintenance Area" shall mean those areas shown on Exhibit A hereto, and on similar exhibits attached to subsequent Declarations of Annexation recorded pursuant to Article IX hereof, which areas are comprised of the front yards of the Lots.

Section 15. "Community Association" shall mean the Mountain Meadows Community Association, a California mutual benefit, non-profit corporation, which also has jurisdiction over the Properties.

The aforesaid definitions shall be applicable to this Declaration and also to any Declaration of Annexation (unless the context shall prohibit) filed pursuant to Article IX hereof.

ARTICLE II PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment.
Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

a. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.

b. The right of the Association to impose fines and suspend recreational facility use privileges and voting rights for nonpayment of assessments or other breaches of the Declaration, the Association By Laws or its published rules and regulations after due notice and hearing before the Board of Directors, at which hearing such Owner is given the opportunity to be heard in his own defense.

c. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members (so long as there are two classes of Members, and two-thirds of all Members, excluding Declarant, thereafter) agreeing to such dedication or transfer has been recorded, provided however, that if any such dedication or transfer shall constitute a transfer of all or substantially all of the Association's assets, a unanimous vote of the members shall be required.

d. The right of the Association to limit the number of guests of members.

e. The right of the Association to establish uniform rules and regulations pertaining to the use of the Common Area and the recreational facilities thereon.

f. The right of Declarant (and its sales agents and representatives) to the nonexclusive use of the Common Area for display and exhibit purposes, which right Declarant hereby reserves; provided, however, that such use shall not be for a period of more than three (3) years after the conveyance of the Common Area to the Association, or the sale of all the residential Lots within the aforesaid real property, and any real property annexed thereto in accordance with Article IX, whichever is the earlier, provided, further that no such use by Declarant or its sales agents or representatives shall impair or otherwise restrict the members in their use and enjoyment of the Common Area or facilities thereon.

Section 2. Transfer of Control of Common Area. Management and control of the Common Areas shall be vested in the Association immediately upon the transfer of title to such Common Areas, provided, however, that Declarant shall have the right to enter into the Common Area, for a period of one (1) year from the date of conveyance thereof to Association, for the purpose of completing or repairing (including regrading) of any part of the Common Area and facilities.

Section 3. Access Rights of Government Authorities. The City of Moorpark, the County of Ventura, the State of California and the Government of the United States, and any department, bureau, agency, officer or agent thereof shall have the right of immediate access to the Common Area when required for reasons of public health, safety and welfare, except to the extent that such Common Area is accessible only through a privately owned lot or unit.

Section 4. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment of the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 5. Waiver of Use. No member may exempt himself from personal liability for assessments duly levied by the Association, nor release the Lot owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the Common Area and the facilities thereon or by abandonment of his Lot.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

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

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

A. Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

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

1. Two (2) years from the date of the issuance of the most recent Public Report for a phase of the overall development, or

2. Four (4) years from the date of original issuance of the Final Subdivision Public Report for the lots described on the first page hereof.

Section 3.

A. Wherever in the Declaration, or in the Articles of Incorporation or the By-Laws of the Association, the vote or written assent of the membership is required for any action to be taken by the Association or as a prerequisite to the initiation of any action by or in the name of the Association, the vote or written consent of the prescribed percentage of each class of membership shall be required.

B. Any requirement in said documents that the vote of Declarant shall be excluded from any such determination shall be applicable only if there has been a conversion of the Class B membership to Class A membership and such requirement shall be interpreted to require the vote of the prescribed percentage of all members, including the vote of the prescribed percentage of the members other than the Declarant.

C. The foregoing provisions shall not be applicable to any vote taken in accordance with Section 10 of Article XVII hereof, and the vote of Declarant shall, at times, be excluded from such votes. .

Section 4. No voting rights shall vest in any Owner with respect to any Lot until such time as that Lot is subject to assessment pursuant to Article IV hereof.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (a) regular assessments or charges, and (b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The regular and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessments fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, and of the other matters required to be undertaken by the Association, and shall include adequate reserves for the periodic repair or replacement of the Common Area facilities and other matters required to be maintained by the Association.

Section 3. Basis and Maximum of Regular Assessment. The basis and maximum amount of the regular assessments shall be as follows:

A. Until July 1 of the year immediately following conveyance of the first Lot to an Owner, the maximum regular assessment shall not exceed \$81.35 per Lot per month.

B. From and after July 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum monthly assessment may be increased during any fiscal year of the Association by the Board of Directors of

the Association without a vote of the membership provided that any such increase shall not be more than twenty per cent (20%) of the previous year's assessment. Such monthly assessment shall continue in effect for the following twelve (12) calendar months, which period shall be deemed to be the assessment period.

C. From and After July 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum regular assessment may be increased in an amount greater than provided for in Subsection B hereof by the vote or written assent of 51% of members other than Declarant.

D. Notwithstanding any other provision in this Declaration to the contrary, the Board of Directors may not establish a regular assessment for any fiscal year more than 10% above the regular assessment for the Association's preceding fiscal year without a majority vote of approval by the Owners at a duly held meeting of members of the Association. The foregoing restriction does not apply to any assessment increase that has been established (1) to maintain or repair the Common Area or any other area that the Association is obligated to maintain or repair, or (2) to address emergency situations. Costs for maintenance or repair of Common Areas or other areas that the Association is obligated to maintain or repair shall include, without limitation: insurance premiums, utility bills, costs of maintaining or repairing structures or improvements, and costs to fund reserves.

E. After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the regular monthly assessment at a lesser amount than provided for above.

Section 4. Special Assessments for Capital Improvements. In addition to the regular assessments authorized above, the Board of Directors may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas and facilities, including fixtures and personal property related thereto, provided that any such assessment which, in and of itself or when aggregated with other such assessments levied within the same fiscal year, exceeds a sum equal to 5% of the budgeted gross expenses of the Association for that year, shall have the vote or written assent of 51% of each class of members so long as there are two classes of members, and of 51% of the members, excluding Declarant, thereafter.

Section 5. Notice and Voting for Any Action Authorized Under Sections 3 and 4. Any action authorized under Sections 3 and 4 shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than fifteen (15) days nor more than forty-five (45) days in advance of the meeting. If the proposed action is favored by a majority of the votes cast at such meeting, but such vote is less than the requisite fifty-one percent (51%) of members other than Declarant, members, other than Declarant, who were not present in person or by proxy may give their assent in writing, provided the same is obtained by the appropriate officers of the Association not later than thirty (30) days from the date of such meeting.

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

Section 7. Date of Commencement of Regular Assessments and Fixing Thereof.

A. The regular assessments provided for herein shall commence as to all Lots covered by this Declaration on the first day of the month following the closing of the sale of the first Lot to an individual owner. Declarant shall pay the regular and special assessments on all unsold Lots. The regular assessments as to Lots which shall have become subject to assessment by the Association by annexation, shall commence with respect to all Lots within each such area, on the first day of the month following the closing of the sale of the first lot therein to an individual owner.

B. Subject to the provisions of Section 3 hereof, the Board of Directors shall determine and fix the amount of the regular assessment for each Lot at least thirty (30) days in advance of each assessment period. An assessment period shall be deemed to be for the twelve (12) months of each fiscal year beginning on July 1 and ending on June 30 of the following year, provided that if the month of the commencement of the initial assessments shall be a month other than July, the assessment period shall be deemed to be to the end of such fractional fiscal year. Written notice of the assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors.

Section 8. Certificate of Payment. The Association shall, upon demand, furnish to any Owner liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether the assessments on a specified Lot have been paid, and the

amount of the delinquency, if any. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

ARTICLE V
REMEDIES OF THE ASSOCIATION FOR
NONPAYMENT OF ASSESSMENTS

Section 1. Delinquency. Any assessment which term, as used in this Article V, shall include regular and special assessments, and each and every type of assessment authorized by Article IV hereof or otherwise provided for in this Declaration, which is not paid when due, shall be delinquent. With respect to each assessment not paid within fifteen (15) days after its due date, the Association may, at its election, require the Owner to pay a "late charge" in a sum to be determined by the Association, but not to exceed the greater of ten percent (10%) of the delinquent assessment or \$10.00 per each delinquent assessment. Any such assessment which is not paid within thirty (30) days after the due date shall thereafter bear interest at the rate of twelve percent (12%) per annum, and the Association may, at its option, bring an action at law against the Owner personally obligated to pay the same, or, upon compliance with the notice provisions set forth in Section 2 hereof, to foreclose the lien (provided for in Section 1 of Article IV hereof) against the Lot, and there shall be added to the amount of such assessment the late charge, the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include said interest and reasonable attorneys' fees, together with costs of action. Each Owner vests in the Association, or its assigns, the right and power to bring all actions at law or lien foreclosures against such Owner or other Owners for the collection of such delinquent assessments.

Section 2. Notice of Lien. No action shall be brought to foreclose said assessment lien or to proceed under the power of sale herein provided less than thirty (30) days after the date a notice of claim of lien is deposited in the United States mail, certified or registered, postage prepaid, to the Owner of said Lot, and a copy thereof is recorded by the Association in the office of the County Recorder in the county in which the Properties are located; said notice of claim must recite a good and sufficient legal description of any Lot, the record Owner or reputed Owner thereof, the amount claimed (which may, at Association's option, include interest on the unpaid assessment at the rate of twelve percent (12%) per annum, plus

reasonable attorneys' fees and expenses of collection in connection with the debt secured by said lien), and the name and address of the claimant.

Section 3. Foreclosure Sale. Any such sale provided for above is to be conducted in accordance with the provisions of Sections 2924, 2924b and 2924c of the Civil Code of the State of California, applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any manner permitted by law. The Association, through duly authorized agents, shall have the power to bid on the Lot at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same.

Section 4. Curing of Default. Upon the timely curing of any default for which a notice of claim of lien was filed by the Association, the officers of the Association are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting Owner of a fee, to be determined by the Association, but not to exceed \$50.00, to cover the costs of preparing and filing or recording such release.

Section 5. Cumulative Remedies. The assessment lien and the rights to foreclosure and sale thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments, as above provided.

Section 6. Subordination of Assessment Liens. If any Lot subject to a monetary lien created by any provision hereof shall be subject to the lien of a first mortgage or deed of trust: (a) the foreclosure of any lien created by anything set forth in this Declaration shall not operate to affect or impair the lien of such mortgage or deed of trust; and (b) the foreclosure of the lien of such mortgage or deed of trust by the mortgagee shall not operate to affect or impair the lien hereof, except that the lien hereof for said charges as shall have accrued up to the foreclosure shall be subordinate to the lien of the mortgage or deed of trust, with the foreclosure-purchaser taking title free of the lien hereof for all said charges that have accrued up to the time of the foreclosure, but subject to the lien hereof for all said charges that shall accrue subsequent to the foreclosure.

ARTICLE VI
ARCHITECTURAL AND LANDSCAPE REVIEW

Section 1. Architectural and Landscape Review Required. No building, fence, wall or other structure or landscaping shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change (including change of external paint, paneling, major relandscaping and the like) or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, exterior colors and the location of the same shall have been submitted, by Certified Mail, return receipt requested, to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Committee provided for in Section 2 hereof. In the event said Committee, or its designated representatives, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required, and this Article will be deemed to have been fully complied with. Neither Association, its officers or directors, the Architectural Committee, nor any member thereof, shall be responsible for structural or other defects of any kind, type or nature in plans or specifications submitted for approval or in the structures or improvements erected in accordance therewith.

Section 2. Appointment of Architectural Committee. The Declarant shall initially appoint the Architectural Committee, consisting of three (3) members; provided, however, that after one (1) year from the date of original issuance of the first Final Subdivision Public Report for the Properties, the Board shall appoint one member of the Architectural Committee, which appointee shall be a member of the Association. Said member shall remain in office until: (a) five (5) years from the date of original issuance of the first Final Subdivision Public Report for the Properties; or (b) ninety per cent (90%) of the Lots in the Properties and the Lots in the real property annexed thereto, pursuant to Section 2 of Article IX hereof, have been conveyed, whichever shall first occur. From and after such time or event, as the case may be, the Architectural Committee shall be composed of the Board of Directors of the Association or of five (5) representatives appointed by the Board, who shall be members of the Association. In the event of the death or resignation of any member of the Committee prior to the time when the Board of Directors of the Association is vested with authority, the Declarant shall have the right to appoint such member's successor; provided, however, that if the resigned or deceased member is one appointed by the Board, then the Board shall have the right to appoint the successor member.

Section 3. Review Fees. The Board of Directors may establish a schedule of reasonable fees payable to the Association to reimburse it for any out-of-pocket costs incurred in reviewing plans submitted in accordance with Section 1 of this Article VI. Payment of such fees, when and if established, shall be made at the time of such submission and shall be a condition precedent to approval of such plans.

Section 4. Exceptions. Nothing herein shall be deemed to be applicable to, or to inhibit in any manner, the Declarant named herein in the development and construction of lots and residences within Tract 4141-7 and properties annexed thereto pursuant to Article IX hereof. Anything in this Declaration to the contrary notwithstanding, Declarant shall have the right to modify the original design of the incomplete portions of the Project, including without limitation, modifying the plan mix, the size of the residences, the design of the buildings, including size, shape, color materials, and floor plans, and all other matters whatsoever, provided, however, that such right to redesign shall not include the rights to:

- a. Redesign any structures already sold;
- b. Decrease the size of any residences to less than eighty percent (80%) of the size of the smallest residence designed for the Project prior to such redesign;

Such right to redesign shall terminate five (5) years from the date of original issuance of the first Final Subdivision Public Report for the Properties of any part thereof.

ARTICLE VII USE RESTRICTIONS

In addition to all other covenants contained herein, the use of the Properties and each Lot therein is subject to the following:

Section 1. None of the Lots shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any such Lot other than one used for single-family dwelling purposes, except for buildings containing a "second unit," as that term is defined by §65852.2(d) of the California Government Code, provided that such second unit is an attached unit constructed as part of the original construction of the primary residence and not as an "add-on."

Section 2. No part of the Properties shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or other such non-residential purposes, except Declarant, its successors or assigns, may use the Properties for a model home site, and display and sales office during the construction and sales period, which period shall not exceed the limitation established by Section 1(f) of Article II hereof.

Section 3. No sign or billboard of any kind shall be displayed to the public view on any portion of the Properties or any Lot, except one (1) sign for each building site, of not more than eighteen (18") inches by twenty-four (24") inches, advertising the property for sale or rent, or except signs used by Declarant, its successors or assigns, to advertise the property during construction and sales period.

Section 4. No noxious or offensive activity shall be carried on upon any Lot or any part of the Properties, nor shall anything be done thereupon which may be, or may become, an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the Owners of his respective dwelling unit, or which shall in any way increase the rate of insurance.

Section 5. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any Lot at any time as a residence, either temporarily or permanently.

Section 6. No animals, livestock or poultry of any kind, shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets, and no more than two (2) of any of them, may be kept on the Lots subject to such rules and regulations as may be adopted by the Association and provided they are not kept, bred or maintained for any commercial purpose or in unreasonable numbers. Notwithstanding the foregoing, no animals or fowl may be kept on the Properties which result in an annoyance or are obnoxious to residents in the vicinity.

Section 7. No screens, athletic equipment, sun-shades or awnings (other than patio covers approved by the Architectural Committee) shall be installed on any residential building.

Section 8. No trailer, camper, mobile equipment, boat, commercial truck or inoperative automobile shall be parked on any street within the Properties, in any part of the Common Area or in any Lot, unless, and only in the last

Section 3. Review Fees. The Board of Directors may establish a schedule of reasonable fees payable to the Association to reimburse it for any out-of-pocket costs incurred in reviewing plans submitted in accordance with Section 1 of this Article VI. Payment of such fees, when and if established, shall be made at the time of such submission and shall be a condition precedent to approval of such plans.

Section 4. Exceptions. Nothing herein shall be deemed to be applicable to, or to inhibit in any manner, the Declarant named herein in the development and construction of lots and residences within Tract 4141-7 and properties annexed thereto pursuant to Article IX hereof. Anything in this Declaration to the contrary notwithstanding, Declarant shall have the right to modify the original design of the incomplete portions of the Project, including without limitation, modifying the plan mix, the size of the residences, the design of the buildings, including size, shape, color materials, and floor plans, and all other matters whatsoever, provided, however, that such right to redesign shall not include the rights to:

- a. Redesign any structures already sold;
- b. Decrease the size of any residences to less than eighty percent (80%) of the size of the smallest residence designed for the Project prior to such redesign;

Such right to redesign shall terminate five (5) years from the date of original issuance of the first Final Subdivision Public Report for the Properties of any part thereof.

ARTICLE VII USE RESTRICTIONS

In addition to all other covenants contained herein, the use of the Properties and each Lot therein is subject to the following:

Section 1. None of the Lots shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any such Lot other than one used for single-family dwelling purposes, except for buildings containing a "second unit," as that term is defined by §65852.2(d) of the California Government Code, provided that such second unit is an attached unit constructed as part of the original construction of the primary residence and not as an "add-on."

Section 2. No part of the Properties shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or other such non-residential purposes, except Declarant, its successors or assigns, may use the Properties for a model home site, and display and sales office during the construction and sales period, which period shall not exceed the limitation established by Section 1(f) of Article II hereof.

Section 3. No sign or billboard of any kind shall be displayed to the public view on any portion of the Properties or any Lot, except one (1) sign for each building site, of not more than eighteen (18") inches by twenty-four (24") inches, advertising the property for sale or rent, or except signs used by Declarant, its successors or assigns, to advertise the property during construction and sales period.

Section 4. No noxious or offensive activity shall be carried on upon any Lot or any part of the Properties, nor shall anything be done thereupon which may be, or may become, an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the Owners of his respective dwelling unit, or which shall in any way increase the rate of insurance.

Section 5. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any Lot at any time as a residence, either temporarily or permanently.

Section 6. No animals, livestock or poultry of any kind, shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets, and no more than two (2) of any of them, may be kept on the Lots subject to such rules and regulations as may be adopted by the Association and provided they are not kept, bred or maintained for any commercial purpose or in unreasonable numbers. Notwithstanding the foregoing, no animals or fowl may be kept on the Properties which result in an annoyance or are obnoxious to residents in the vicinity.

Section 7. No screens, athletic equipment, sun-shades or awnings (other than patio covers approved by the Architectural Committee) shall be installed on any residential building.

Section 8. No trailer, camper, mobile equipment, boat, commercial truck or inoperative automobile shall be parked on any street within the Properties, in any part of the Common Area or in any Lot, unless, and only in the last

instance, such trailer, camper, mobile equipment, boat, truck or inoperative automobile is located in a private garage or is otherwise screened from public view.

Section 9. All rubbish, trash and garbage shall be regularly removed from the Properties, and shall not be allowed to accumulate thereon. All clotheslines, refuse containers, wood piles, storage areas and machinery and equipment shall be prohibited upon any Lot, unless obscured from view of adjoining Lots and streets by a fence or appropriate screen approved by the Architectural Committee.

Section 10. No radio or television receiving or transmitting antennae or external apparatus shall be installed on any Lot. Normal radio and television installations wholly within a building are excepted.

Section 11. The rights and duties with respect to sanitary sewer and water, cable television, electricity, gas and telephone lines and facilities shall be governed by the following:

A. Whenever water, sanitary sewer, electricity, gas, cable television or telephone connections, lines, cables or any portion thereof, are or have been installed within the Properties, the Owner of any Lot, or Association in the case of Common Area, served by said installation shall have the right, and are hereby granted an easement to the extent necessary therefor, to enter upon or have a utility company enter upon any portion of the Properties in which said installations lie, to repair, replace and generally maintain said installations.

B. The right granted in A, above, shall be only to the extent necessary to entitle the Owner or Association served by said installation to its full and reasonable use and enjoyment, and provided further that anyone exercising said right shall be responsible for restoring the surface of the easement area so used to its condition prior to such use.

C. In the event of a dispute between Owners with respect to the repair or rebuilding of said connections, or with respect to the sharing of the cost thereof, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to its Board of Directors, who shall decide the dispute, and the decision of the Board shall be final and conclusive on the parties.

Section 12. Easements over the Properties for the installation and maintenance of electric, telephone, cable television, water, gas, drainage and sanitary sewer lines

and facilities and the like are hereby reserved by Declarant, together with the right to grant and transfer the same.

Section 13. No Owner shall in any way interfere with the established drainage pattern over his Lot from adjoining or other Lots or the Common Area, and each Owner will make adequate provisions for proper drainage in the event it is necessary to change the established drainage over his Lot. For the purposes hereof, "established" drainage is defined as the drainage which occurred at the time the overall grading of said subdivision was completed by Declarant.

Section 14. No Owner shall install any improvements on any storm drain easement located on such Owner's Lot other than landscaping or garden walls or fences approved by the Architectural Committee and the City of Moorpark.

Section 15. No Owner shall erect any wall, fence or other structure at or adjacent to any part of the perimeter of such Owner's Lot where Declarant, as part of the original construction on the Lot, constructed a masonry and wrought iron view fence if the erection of such wall, fence or other structure would have the effect of blocking the view over or through such view fence.

ARTICLE VIII DUTIES AND POWERS OF THE ASSOCIATION

Section 1. Duties and Powers. In addition to the duties and powers enumerated in its Articles of Incorporation and By-Laws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

A. Own, maintain and otherwise manage all of the Common Area, all facilities, improvements and landscaping thereon and all other property acquired by the Association.

B. Maintain all other properties, maintenance of which is required of Association hereunder.

C. Pay any real and personal property taxes and other charges assessed against the Common Area or the facilities or equipment thereon or other property owned by the Association.

D. Have the authority to obtain, for the benefit of the Common Area and any other areas to be maintained by

Association, all water, gas, sewer and electric service and refuse collection and to pay for such services.

E. Grant easements where necessary for utilities and sewer facilities over the Common Area to serve the Common Area and the Lots.

F. Have the authority and obligation to employ a professional manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, provided that any contract with a person or firm appointed as a manager or managing agent shall provide for the right of the Association to terminate the same at the first annual meeting of the members of the Association.

G. Contract for and pay fire, casualty, liability, Workmen's Compensation and other insurance insuring the Association, Board of Directors and Owners, including but not limited to Errors and Omissions insurance covering the acts of officers, directors, employees or agents of the Association. All insurance coverages shall be reviewed annually by the Board of Directors to determine that coverage is adequate.

H. Contract for and pay maintenance, gardening, utilities (including irrigation water for the Common Area and any other areas to be maintained by Association), materials and supplies, and services relating to the Common Area and to employ personnel necessary for the operation of the project, including legal and accounting; provided, however, that any such service contract shall be limited to a duration of one (1) year unless a longer term is approved by a majority of the members of this Association other than Declarant, and in no case shall the term exceed three (3) years.

I. Should any contract or agreement of the type referred to in this Article VIII, Section 1, be entered into with Declarant or any affiliate of Declarant or should any contract for professional management be entered into, then such contract or agreement shall provide for termination, upon ninety (90) days written notice by either party without cause and without fee, penalty or termination charge.

J. Delegate its powers, other than the powers (i) to hold disciplinary hearings with respect to violations of the Declaration, By-Laws and rules and regulations of the Association and (ii) to impose disciplinary measures therefor, to its committees, officers and employees.

K. Have the right to enter upon any Lot as necessary in connection with construction, maintenance or emergency repair for the benefit of the Common Area.

L. To the maximum extent permitted by law, indemnify each of its agents against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with any proceeding arising by reason of the fact that any such person is or was an agent of the Association, and shall have the power to advance to each such agent expenses incurred in defending any such proceeding to the maximum extent permitted by law; provided, however, that such indemnification shall not extend an action by or in the right of the Association to procure a judgment in its favor. As used herein, an "agent" of the Association includes any person who is or was a director, officer, employee or other agent of the Association.

M. Contract with the Community Association for management and other services and for the collection of assessments by, or on behalf of, the Community Association.

N. In addition to the foregoing duties, Association may, but need not, contract and pay for standard CATV service for all lots within its jurisdiction. Premium or "pay channel" service shall not be included within such service and shall be purely optional, and any Owner electing such premium service shall contract therefor directly with, and shall be responsible for all payments therefor directly to, the local cable operator.

Section 2. Landscape Maintenance Areas. In addition to maintenance upon the Common Areas, the Association shall maintain all landscaping and irrigation systems on the Landscape Maintenance Areas identified on Exhibit A hereof, and on similar exhibits to subsequent Declarations of Annexation, notwithstanding the fact that such Landscape Maintenance Areas may be located, in whole or in part, on a Lot. No Owner shall in any manner alter, modify or damage any Landscape Maintenance Area (or anything placed thereon) without the prior approval of the Architectural Committee. There is created hereby an easement in favor of the Association over those portions of Lots which include Landscape Maintenance Areas for the purpose of ingress, egress, maintenance of an irrigation system and compliance with the duties of the Association set forth herein. Notwithstanding the fact that the Association is obligated to maintain the Landscape Maintenance Areas, no Owner except the Owner of the Lot on which such a Landscape Maintenance Area is located, shall have any right to enter onto or make any use of such Landscape Maintenance Area or any part thereof.

In the event that any need for maintenance or repair is caused through the willful or negligent acts of the Owner, his family or guests, or invitees, such Owner shall be liable to the Association for the cost of such maintenance or repairs together with interest thereon at twelve percent (12%) per annum and all costs of collection including actual attorneys' fees.

Section 3. Limitation on Powers. The Association shall not, without the vote or written assent of a majority of the voting power of the Association, excluding the votes of Declarant:

A. Enter into a contract for the providing of goods and services for a term longer than one year, other than prepaid casualty or liability insurance policies of not more than three (3) years duration provided that such policy provides for short rate cancellation by the insured.

B. Incur aggregate expenditures for capital improvements to the Common Area in any fiscal year in excess of 5% of the budgeted gross expenses of the Association for that fiscal year.

C. Sell, during any fiscal year, property of the Association having an aggregate fair market value greater than 5% of the budgeted gross expenses of the Association for that fiscal year.

D. Pay compensation to directors or to officers of the Association for services performed in the conduct of the Association's business provided, however, that the Board of Directors may cause a director or officer to be reimbursed for expenses incurred in carrying on the business of the Association.

E. Fill a vacancy on the Board of Directors created by removal of a director.

Section 4. Financial Reports and Budgets. The Association shall regularly prepare and distribute, or shall cause to be prepared and distributed, to all members, financial statements and budgets as follows:

A. A budget for each fiscal year, consisting of at least the following information and which shall be distributed not more than sixty (60) days and not less than forty-five (45) days prior to the beginning of such fiscal year:

(i) Estimated revenue and expenses on an accrual basis.

(ii) The amount of the total cash reserves of the Association currently available for replacement or major repair of common facilities and for contingencies.

(iii) An itemized estimate of the remaining life of, and the methods of funding to defray repair, replacement or additions to major components of the common areas and facilities for which the Association is responsible.

(iv) A general statement setting forth the procedures used by the governing body in the calculation and establishment of reserves to defray the costs of repair, replacement or additions to major components of the common areas and facilities for which the association is responsible.

B. A balance sheet, as of an accounting date which is the last day of the month closest in time to six (6) months from the closing of the first sale of a lot within the Properties, and an operating statement for the period from the date of the first closing to said accounting date, which shall be distributed within sixty (60) days after the accounting date. This operating statement shall include a schedule of assessments received and receivable, identified by the number of the lot and the name of the entity assessed.

C. An annual report consisting of the following shall be distributed within 120 days after the close of the fiscal year:

(i) A balance sheet as of the end of the fiscal year.

(ii) An operating (income) statement for the fiscal year.

(iii) A statement of changes in financial position for the fiscal year.

(iv) Any information required to be reported under Section 8322 of the Corporations Code.

(v) For any fiscal year in which the gross income to the Association exceeds \$75,000, a copy of the review of the annual report prepared in accordance with generally accepted accounting principles by a licensee of the California State Board of Accountancy.

D. If the report referred to in C(v) above is not prepared by a independent accountant, it shall be accom-

panied by the certificate of an authorized officer of the Association that the statement was prepared from the books and records of the Association without independent audit or review.

E. In addition to financial statements, the Board of Directors shall annually distribute within 60 days prior to the beginning of the fiscal year a statement of the Association's policies and practices in enforcing its remedies against members for defaults in the payment of regular and special assessments including the recording and foreclosing of liens against members' subdivision interests.

ARTICLE IX ANNEXATION

Section 1. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of members other than Declarant, either directly or by merger or consolidation with any other similar Association.

Section 2. The properties described in Exhibit B hereto, or portions thereof, may be annexed, from time to time, to the Property and added to the scheme of this Declaration and subjected to the jurisdiction of the Association without the assent of the Association or its members, provided and on condition that:

(a) Any annexation pursuant to this Section 2 shall be made prior to three (3) years from the date of original issuance of the most recently issued Subdivision Public Report for a phase of the Project.

(b) A Declaration of Annexation, as described in Section 3 of this Article, shall be recorded covering the applicable portion of said real property, to which Declaration shall be appended the written agreement of Declarant to pay to Association, concurrently with the closing of the escrow for the first sale of a Lot in an annexed phase, appropriate amounts for reserves for replacement or deferred maintenance of common area improvements in the annexed phase necessitated by or arising out of the use and occupancy of Lots in the annexed phase under a rental program conducted by Declarant which has been in effect for a period of at least one year as of the date of closing of the escrow for the first sale of a Lot in the annexed phase.

(c) The total number of Lots in the Project after all annexations is presently estimated to be one hundred thirty-nine (139).

Section 3. The additions authorized under the foregoing paragraphs shall be made by filing of record a Declaration of Annexation or similar instrument, with respect to the additional properties which shall extend the scheme of this Declaration to such properties..

Such Declarations of Annexation contemplated herein may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. In no event, however, shall any such Declarations of Annexation, merger or consolidation revoke, modify or add to the covenants established by this Declaration.

Section 4. With respect to the annexations pursuant to Section 2 hereof, all assessments authorized in Article IV hereof shall begin on the first day of the month following the first closing of a sale of a Lot within the area annexed to an Owner other than Declarant; provided, however, that Declarant shall pay all costs of maintaining any Common Area within the area annexed incurred up to the date maintenance assessments are so commenced. The Common Area within an Area to be annexed shall be conveyed to the Association, free of liens, concurrently with or prior to the closing of the sale of the first Lot within the Area annexed. The Association shall have no right, power or authority to refuse to accept either the Common Area and improvements within the area being so annexed or the obligation for the maintenance and control thereof, but the Association shall have the full power to exercise all rights under any express or implied warranty with respect to such Common Area or the improvements thereon.

Section 5. Declarant, or any mortgagee of Declarant who acquires title by foreclosure or a deed in lieu thereof, may delete all or a portion of the Properties from coverage of this Declaration and the jurisdiction of the Association, so long as Declarant is the Owner of all such portion previously added to the Properties and provided that a Notice of Deletion of Territory is recorded in the office of the County Recorder in which the Project is located in the same manner as the applicable Declaration of Annexation was recorded.

ARTICLE X OBLIGATIONS OF OWNERS

Section 1. Each Owner shall fully comply with said - Covenants and with such By-Laws and Rules and Regulations governing the use of the Project as are adopted by the Board.

Section 2. Each Owner shall maintain and keep in a state of good repair and attractive condition his Lot, the landscaping thereon and the exterior surfaces of the improvements thereon, including without limitation any fences facing on a public street or the Common Area (except to the extent that such matters are to be maintained by Association hereunder). Every Owner must perform promptly all maintenance, replacement and repair work within his Lot, which if omitted would adversely affect the Properties in its entirety or in part. Each Owner is expressly responsible for the damages and liabilities that his failure to do so may engender.

Section 3. Should any Owner make any installation or change, or permit to be created or maintained, any condition on or abutting his Lot in violation of Article VI hereof, then the Association, its agents and employees, may, upon due notice to such Owner, and after a hearing at which such Owner shall have the opportunity to appear in his own defense, and upon express resolution adopted by the Board of Directors, enter onto the Lot for the purposes of performing such repair or rectifying such condition. All such actions shall be taken at the expense of such Owner.

Section 4. Each Owner shall reimburse Association for the cost of repairing or replacing any part of the Common Area or the facilities thereon, or any other matters to be maintained by the Association hereunder, which is injured or damaged through the negligence or wilful act of the Owner, members of the owner's family or guests or invitees of the Owner.

Section 5. Should any Owner fail to reimburse the Association for costs incurred by it pursuant to Sections 3 and 4 hereof, the Association shall be entitled to recover against the Owner or Owners for whose account any such maintenance or repair is made, all costs of such maintenance and repair together with interest at twelve percent (12%) per annum and costs of collection including actual attorneys' fees.

ARTICLE XI PARTY WALLS

The rights and duties of the Owners of Lots with respect to party walls shall be governed by the following:

Section 1. Each wall or fence which is constructed and which is placed on the dividing line between separate Lots, shall constitute a party wall, and with respect to

ARTICLE XII
MORTGAGEE PROTECTION

Section 1. A first mortgagee, upon request, is entitled to written notification from the Association of any default in performance by Owner of Lot subject to the mortgage of any obligation under this Declaration (or the other management documents governing the Properties) which is not cured within sixty (60) days.

Section 2. Any first mortgagee who obtains title to a Lot in the Properties pursuant to the remedies provided in the mortgage, by foreclosure of the mortgage, or by Deed (or assignment) in Lieu of Foreclosure, shall be exempt from any "right of first refusal" which may hereafter be adopted.

Section 3. Any first mortgagee who obtains title to a Lot pursuant to the remedies provided in the mortgage or foreclosure of the mortgage shall not be liable for such Lot's unpaid dues or charges which accrue prior to the acquisition of title to such Lot by the mortgagee.

Section 4. Unless at least seventy-five percent (75%) of the first mortgagees (based upon one vote for each first mortgage owned), or Owners (other than the Declarant) of the individual Lots in the Properties have given their prior written approval, the Association shall not be entitled to:

A. By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer real estate or improvements thereon which are owned, directly or indirectly, by such Association for the benefit of the Lots in the Properties ("Common Property").

The granting of easements for public utilities or for other public purposes consistent with the intended use of such property by the Association shall not be deemed a transfer within the meaning of this clause;

B. Change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner;

C. By act of omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of Lots, the maintenance of party walls or common fences, or the upkeep of lawns and plantings in the Properties;

D. Fail to maintain Fire and Extended Coverage on insurable common property on a current replacement cost

such wall, each of the adjoining Owners shall assume the burdens, and be subject to an easement for that portion of a party wall on his land, and be entitled to the benefits of these restrictive covenants and, to the extent not inconsistent herewith, the general rules of law regarding party walls and of liability for property damage due to negligence or willful acts or omissions, shall apply thereto.

Section 2. If any such party wall is damaged or destroyed by fire or other casualty or by some cause other than the act of one of the adjoining Owners, his agents, or family (including ordinary wear and tear and deterioration from lapse of time), then, in such event, both such adjoining Owners shall proceed forthwith to rebuild or repair the same to as good condition as formerly, in proportion to their respective use of the party wall.

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Section 3. If any such party wall is damaged or destroyed through the act of one adjoining Owner or any of his agents or guests or members of his family (whether or not such act is negligent or otherwise culpable) so as to deprive the other adjoining Owner of the full use and enjoyment of such wall, then the first of such Owners shall forthwith proceed to rebuild and repair the same to as good condition as formerly, without cost to the adjoining Owner.

Section 4. In addition to meeting the other requirements of these restrictive covenants and of any building code or similar regulations or ordinances, any Owner proposing to utilize, modify, make additions to or rebuild the party wall in any manner which requires the extension or other alteration thereof, shall first obtain the written consent of the adjoining Owner.

Section 5. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such other Owner's successors in title.

Section 6. In the event of a dispute between Owners with respect to the use, repair or rebuilding of a party wall or with respect to the sharing of the cost thereof, then, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to its Board of Directors who shall decide the dispute, and the decision of such Board of Directors shall be final and conclusive upon the parties.

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basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost);

E. Use hazard insurance proceeds for losses to any common property for other than the repair, replacement or reconstruction of such improvements.

Section 5. First mortgagees shall have the right to examine books and records of the Association.

Section 6. First mortgagees of Lots in the Properties may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any common property and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such property and first mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

Section 7. The monthly maintenance assessments provided for in Article IV hereof shall include an adequate reserve fund for maintenance, repair and replacement of those portions of the Common Areas, and the facilities thereon, which must be replaced on a periodic basis.

Section 8. No breach of the covenants, conditions or restrictions herein contained, nor the enforcement of any lien provisions herein, shall 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, conditions and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure or trustee's sale, or otherwise.

Section 9. No amendment of this Declaration or the Articles of Incorporation or the By-Laws of the Association, shall affect the rights of any Mortgagee whose lien was created prior to recordation of such amendment unless such Mortgagee shall have consented thereto in writing.

ARTICLE XIII

DAMAGE, DESTRUCTION OR CONDEMNATION OF COMMON AREAS

Section 1. Damage or Destruction; Insurance Proceeds. In the event of a casualty loss to the Common Areas or the facilities thereon, the proceeds of any insurance against such loss shall be paid to the Association, which shall cause all damages to be repaired. In the event that the insurance proceeds are insufficient to cover the cost of repair, the Association may levy a special assessment for the difference between the proceeds and the actual

cost, pursuant to, and subject to the limitations of, Section 4 of Article IV hereof. Should the insurance proceeds exceed the cost of repair, the difference shall be retained by the Association as part of its general revenues.

Section 2. Condemnation. Should all or any part of the Common Areas be taken by right of eminent domain (or sold under threat of condemnation), the damages or purchase price shall be paid to the Association. The Association shall utilize such proceeds to repair any injury to that portion of the Common Areas not so taken or sold, and the balance of such proceeds, if any, shall be distributed, equally among the Owners and their respective mortgagees, as their interests may appear.

ARTICLE XIV
[OMITTED]

ARTICLE XV
[OMITTED]

ARTICLE XVI
MAINTENANCE

Section 1. [Omitted].

Section 2. Owners' Failure to Maintain or Repair. The Association shall have the right to maintain and repair any Lot, dwelling or any portion of the Project required to be maintained or repaired by an Owner, if the Board of Directors determines that such is necessary to protect the Common Areas or preserve the appearance and value of the Project, and the Owners thereof have failed or refused to actually commence such maintenance or repair within a reasonable time after written notice of the necessity thereof shall have been given them by the Board of Directors; provided, however, that the Association shall be entitled to recover against the Owner or Owners for whose account any such maintenance or repair is made all costs thereof, together with interest thereon at twelve percent (12%) per annum and all costs of collection, including actual attorneys' fees.

Section 3. Access at Reasonable Hours. For the purpose solely of performing the maintenance, reconstruction, or repair authorized by this Article, the Association's agents or employees shall have the right, after reasonable notice to the Owner, to enter any Lot or the building thereon or upon any portion of the Common Areas at reasonable hours.

ARTICLE XVII
GENERAL PROVISIONS

Section 1. Nuisance. The result of every action or omission whereby any covenant, condition, restriction, easement, reservation, lien or charge herein contained is violated in whole or in part is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or equity against an Owner, either public or private, shall be applicable against every such result and may be exercised by the Association or any Owner, including Declarant, subject to this Declaration.

Section 2. Enforcement. The Association, or any Owner, shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or any amendment thereto; provided, however, that with respect to assessment liens, the Association shall have the exclusive right to the enforcement thereof. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Should any action be filed pursuant hereto, the prevailing party shall be entitled to recover, in addition to any other relief, all costs of suit, including reasonable attorneys' fees.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 4. Term. The Covenants and Restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of forty (40) years from the date this Declaration is recorded, after which time said Covenants and Restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument, signed by a majority of the then Owners of the Lots, has been recorded within a six (6) months prior to the termination of the forty (40) year period or any successive ten (10) year period, agreeing to terminate said Covenants and Restrictions.

Section 5. Construction. The provisions of this Declaration shall be liberally construed to effectuate its

purpose of creating a uniform plan for the development of a residential planned unit development and for the maintenance of the Common Areas. The Article and section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

Section 6. Amendments. This Declaration of Covenants and Restrictions may be amended only by an affirmative vote of the Owners of not less than seventy-five per cent (75%) of the Lots including at least a majority vote of Owners other than Declarant, provided, however, that no part of Article XII may be amended without the concurrence in writing of seventy-five percent (75%) of the holders of first mortgage liens upon Lots within the Project; and provided further that, so long as there are two classes of members, that affirmative vote shall be 75% of each class. The provisions hereof requiring the consent of seventy-five percent (75%) of the holders of first mortgage liens to any amendment to Article XII shall not be amended without the consent of a like number of such mortgage lien holders. Any such amendment shall be recorded in the office of the County Recorder for the county in which the Properties are located and any such instrument must bear a certificate of the Association's President, attested to by the Association's Secretary, that there has been compliance with this Section 6.

Section 7. Easement for Encroachments. Each Lot within the Properties is hereby declared to have an easement over all adjoining property (including Lots and Common Area) for the purpose of accommodating any minor encroachment due to original engineering or surveying errors, errors in original construction, or settlement or shifting of a building or other structure, and for the purpose of maintaining such encroachment.

Section 8. Leasing. Any lease executed by an Owner pertaining to his Lot must let the entire Lot. Any lease covering less than the whole Lot shall be void and a violation of said Covenants. Each Owner shall be personally responsible for assuring compliance by such Owner's tenant and such tenant's family and guests with all provisions of the Declaration, the By-Laws of the Association and all rules and regulations adopted by the Association or its Board of Directors, and for all acts of such tenant and such tenant's family and guests.

Section 9. Conflicts in Documents. In the event of any conflict between the terms of this Declaration and either the Articles of Incorporation of the Association or its Bylaws, the provisions of this Declaration shall con-

shall thereafter implement this decision by initiating and pursuing appropriate action in the name of the Association.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this Instrument this 6TH day of MAY, 1987.

UWC MOORPARK INVESTORS, LTD.,
a limited partnership

By: UWC-Moorpark General,
a California limited partnership,
its General Partner

By: The Burnam Family Trust of 1982
General Partner

By: Norman Burnam
Norman Burnam, Trustee

trol. In the event of a conflict between the Association's Articles of Incorporation and its Bylaws, the Articles shall control.

Section 10. Special Provision for Enforcement of Certain Bonded Obligations. In the event that (1) the Common Area improvements located on the Properties are not completed, prior to the issuance of a Final Subdivision Public Report for the Properties by the California Department of Real Estate ("DRE"), and (2) the Association is obligee under a bond or other arrangement ("Bond") required by the DRE to secure performance of the commitment of Declarant to complete the improvements, the following provisions of this Section will be applicable:

1. The Board shall consider and vote on the question of action by the Association to enforce the obligations under the Bond, with respect to any such improvement for which a Notice of Completion has not been filed, within sixty (60) days after the completion date specified for that improvement in the Planned Construction Statement appended to the Bond. If the Association has given an extension in writing for the completion of any Common Area improvement, the Board shall be directed to consider and vote on the aforesaid question, if a Notice of Completion has not been filed, within thirty (30) days after the expiration of the extension.

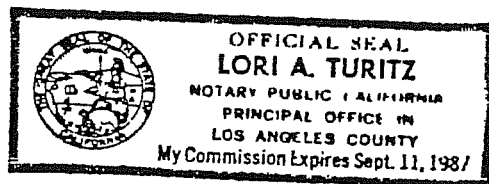
2. A special meeting of Members for the purpose of voting to override a decision by the Board not to initiate action to enforce the obligations under the Bond or on the failure of the Board to consider and vote on the question, shall be held no fewer than thirty-five (35) days nor more than forty-five (45) days after receipt by the Board of a petition for such a meeting signed by Members representing five percent (5%) or more of the total voting power of the Association. A vote by Members of the Association other than Declarant shall be taken at such special meeting. A vote of a majority of the voting power of the Association residing in Members other than Declarant to take action to enforce the obligations under the Bond shall be deemed to be the decision of the Association, and the Board

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

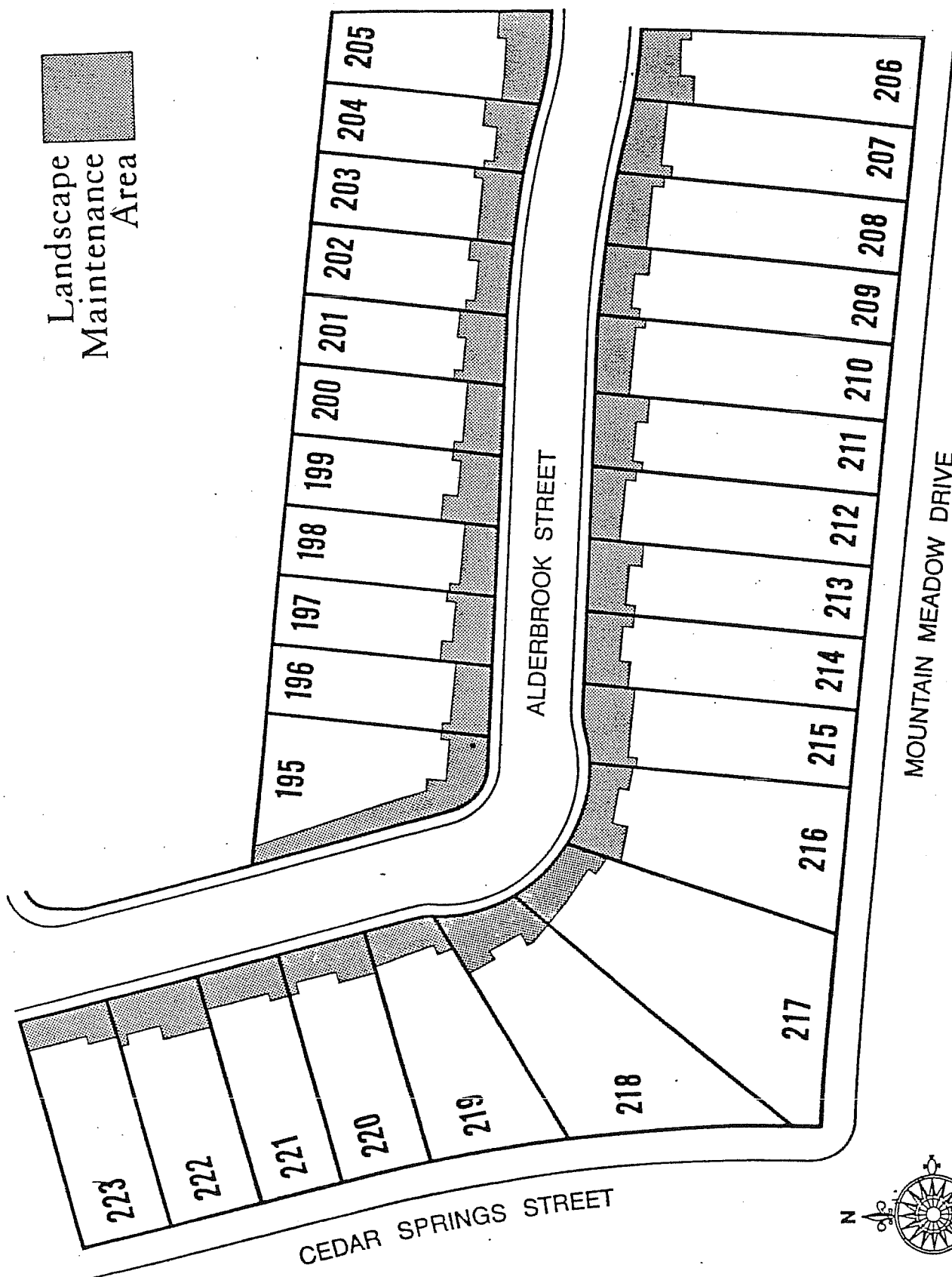
On this 6th day of May, 1987, before me, the undersigned, a Notary Public in and for said State, personally appeared NORMAN BURNAM, Trustee of the BURNAM FAMILY TRUST OF 1982, known to me or proved to me on the basis of satisfactory evidence) to be the General Partner of UWC-MOORPARK GENERAL, a Partnership, said partnership being known to me (or proved to me on the basis of satisfactory evidence) to be the General Partner of UWC-MOORPARK INVESTORS, LTD., the partnership that executed the within instrument and acknowledge to me that he executed the same as one of the partners of the partnership first above named, that said partnership first above named executed the same as one of the partners of said UWC-MOORPARK INVESTORS, LTD., a California limited partnership, and that said partnership last above named executed the same.

WITNESS my hand and official seal.

Lori A. Turitz



Landscape
Maintenance
Area



TRACT NO. 4141-7

EXHIBIT A

NOT TO SCALE

PROPERTY WHICH MAY BE ANNEXED
PURSUANT TO SECTION 2 OF ARTICLE IX

Lots 67 through 95, inclusive, of Tract 4141-3, in the City of Moorpark, County of Ventura, State of California, as per map thereof recorded in Book 106, Pages 33 through 38, inclusive, of Maps in the office of the County Recorder of Ventura County, California ("Lots").

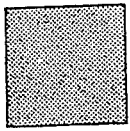
Lots 96 through 135, inclusive, of Tract 4141-4, in the City of Moorpark, County of Ventura, State of California, as per map thereof recorded in Book 106, Pages 39 through 44, inclusive, of Maps in the office of the County Recorder of Ventura County, California ("Common Area").

Parcels D and F of Tract 4141-4, in the City of Moorpark, County of Ventura, State of California, as per map thereof recorded in Book 106, Pages 39 through 44, inclusive, of Maps in the office of the County Recorder of Ventura County, California ("Common Area").

Lots 136 through 164, inclusive, of Tract 4141-5, in the City of Moorpark, County of Ventura, State of California, as per map thereof recorded in Book 106, Pages 45 through 48, inclusive, of Maps in the office of the County Recorder of Ventura County, California ("Lots").

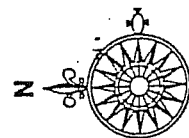
EXHIBIT B

Landscape
Maintenance
Area



ALDERBROOK STREET

CEDAR SPRINGS STREET



TRACT NO. 4141-7

NOT TO SCALE

EXHIBIT A

PAGE 2 OF 2

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Subordination

The undersigned, Beneficiary under that certain deed of trust recorded on May 30, 1986, as Document No. 86-066731, Official Records of Ventura County, California, hereby consents to the within said Declaration of Covenants, Conditions and Restrictions for Tracts 4141-5 and 4141-7 and hereby subordinates the lien of said deed of trust to the said Declaration.

The Bank of California, N.A.

By Daniel P Sullivan VP

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On MAY 4, 1987, before me, the undersigned, a Notary Public in and for said County and State, personally appeared DANIEL P SULLIVAN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the VICE President, and , personally known to me (or proved to me on the basis of satisfactory evidence) to be the Secretary of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.



Lori A. Switz
Notary Public in and for said
County and State

