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First American Title 87 15102

1350 Carlbach Suite 100  
Walnut Creek, CA 94596

JAN 22 1987

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

PROJECT 53-B

WHEREAS, Declarant, UDC-UNIVERSAL DEVELOPMENT L.P., a Delaware limited partnership doing business in the State of California as UDC Homes Limited Partnership, the owner of certain real property in the County of Contra Costa, State of California, described in Exhibit B attached hereto, is desirous of improving the real property described in Exhibit A (hereinafter defined as the "Project") as an increment of construction of a condominium complex to be developed on the land described in Exhibit B (said total condominium complex is hereinafter referred to as "The Development"); and

WHEREAS, it is declared that these covenants, conditions and restrictions are intended to benefit the owners of condominium units and their successors, the Project and other projects as they may be subjected to these covenants, conditions and restrictions:

NOW, THEREFORE, pursuant to Chapter 1 of Title 6 of Part 4 of Division Second of the California Civil Code, Declarant hereby declares that the real property described in Exhibit A is and shall be held, conveyed, encumbered, leased and used subject to the following uniform restrictions, covenants, conditions and equitable servitudes. Any conveyance or conveyances made by Declarant of a Condominium (as hereinafter defined) in the Project or by a successor to Declarant as developer of the Project will incorporate by reference these restrictions. The restrictions set forth herein shall run with the real property included within the Project, shall be binding upon all persons having or acquiring any interest in such Project or any part thereof, shall inure to the benefit of every portion of such Project and any interest therein, and shall inure to the benefit of and be enforceable by, and shall be binding upon, Declarant, any successor in interest of Declarant, any Owner, and the Mutual. Declarant may hereafter subject additional portions of the Exhibit B land to these restrictions by the recordation of a supplement to these restrictions.

ARTICLE I

Definitions

Unless the context otherwise requires:

1. "Approval" of the Foundation or the Architectural Control Committee means prior written approval.
2. "Architectural Control Committee" means the Committee appointed pursuant to Article VIII.
3. "Board" means the Board of Directors of the Mutual.
4. "Building" means any structure in the Common Area which contains one or more Units.
5. "By-Laws" means the by-laws of Walnut Creek Mutual No. FIFTY THREE.
6. "Common Area" means all of that portion of the Project not within a Unit shown on the Plan of the Project, together with all improvements thereto.

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7. "Condominium" means the property in the Project conveyed by a deed to the grantee thereof. "Proposed Condominium" means the property in any Project which is intended to be conveyed by a deed as a Condominium as shown on the Plan of the Project but which has not been so conveyed by Declarants.

8. "Declarant" means UDC-UNIVERSAL DEVELOPMENT L.P., a Delaware limited partnership doing business in the State of California as UDC Homes Limited Partnership, or its successors in interest.

9. "Foundation" means the Golden Rain Foundation of Walnut Creek, a California non-profit corporation.

10. "Exclusive Use Common Area" means any portion of the Common Area designated as such on a Plan as provided in Article VI. Except as used in Article II, Section 2, and Article VI, the term "Common Area" shall include the Exclusive Use Common Area.

11. "Manager" means the person, firm or corporation employed by the Mutual pursuant to Article III, Section 2, clause (e), and delegated duties, powers or functions of the Mutual pursuant to Article III, Section 2.

12. "Mortgage" means a mortgage or deed of trust of a Condominium. "Mortgagor" includes mortgagors, trustors under deeds of trust, and Owners of Condominiums subject to mortgages. "Mortgagee" includes mortgagees, trustees and beneficiaries of deeds of trust, and the holders of indebtedness secured by mortgages.

13. "Mutual" means Walnut Creek Mutual No. FIFTY THREE, a California non-profit corporation, or any successor or assign, whether by way of consolidation, merger, transfer or otherwise.

14. "Owner" means any person or person, trust, estate, partnership or corporation which owns a Condominium, and Declarant with respect to each Proposed Condominium owned by it. A "Record Owner" means that person or persons, trust, estate, partnership or corporation in whom title to a Condominium is vested, as shown by the official records of the Office of the County Recorder of Contra Costa County, California. The Board, and the Owners may treat the Record Owner of a Condominium for all purposes. "Owner" and "Record Owner" do not include Mortgagees.

15. "Plan" means a plan of the type described in Section 1351 (e) of the Civil Code which applies to the Project and has been recorded in Contra Costa County, which is made up of a diagram of the Project and these Restrictions, and which plan makes the described real property subject to its provisions.

16. "Project" means the real property described in Exhibit A and the 30 condominium living units together with their accompanying common area in the first increment of the Development to which these covenants, condition and restrictions apply.

17. "Restrictions" means this Declaration of Covenants, Conditions, and Restrictions as amended from time to time.

18. "Rules" of the Board means rules adopted by the Mutual Board.

19. "Unit" means a "separate interest" as defined in Section 1351 (1) of the Civil Code, i.e., that portion of any Condominium or Proposed Condominium which is not owned in common with other Owners, and which is designated as a Unit in the Plan. The boundaries of a Unit are the interior surfaces of the perimeter walls, floors,

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ceilings, windows and doors thereof, and the Unit includes both the portions of the building so described and the air space so encompassed, provided that all doors and windows of a Unit and all fixtures and utility installations located within the Unit including without limitation hot water heaters, space heaters and kitchen, bathroom and lighting fixtures, and all air conditioning and solar energy equipment serving a Unit, but outside of such Unit, shall be a part of each Unit, provided further that soffits and furred down ceilings shall not be a part of such Unit. However, if at the time any Condominium in the Project is conveyed, one or more buildings in which Units shown on the Plan are to be located have not yet been built, each such Unit shall be deemed to have the boundaries shown on the Plan. Whenever, within twenty (20) years after conveyance of the first Condominium in the Project, a building is built substantially in conformity with the original plans therefore as reflected by the Unit boundaries shown on the Plan for such Projects, the boundaries of all Units within such building shall thereafter be as described in the second sentence of this paragraph and the boundaries of the Common Areas shall be altered correspondingly.

20. "Vote" means the vote of the Owners or persons designated by the Owners entitled to vote at a duly held regular or special meeting of the members of the Mutual unless otherwise provided.

## ARTICLE II

### Use Restrictions

The Units and Common Areas shall be occupied and used only as follows:

1. Each Unit shall be used as a private dwelling, and for no other purpose except such temporary uses as may be related to and required in connection with the development of the Project and sale of Condominiums by Declarant. In no event shall any such temporary use be permitted for more than three (3) years without the consent of Foundation. No more than two (2) persons may permanently occupy a one (1) bedroom Unit or no more than three (3) persons may permanently occupy a two (2) bedroom Unit without the approval of the Mutual. No person under the age of 18 may reside.

2. Subject to the provisions of these restrictions, use of the Common Areas shall be in accordance with and subject to limitation as determined by the Mutual. Use of the Exclusive Use Common Areas shall be subject to the limitations set forth in Article VI hereof. There shall be no obstruction of the Common Areas and nothing shall be stored therein without the consent of the Board. No waste shall be committed in the Common Areas.

3. Nothing shall be done or kept in any Unit or in any Common Area which will increase the rate of insurance on any Common Area without the approval of the Mutual. No Owner shall permit anything to be done or kept in his Unit or in any Common Area which will result in the cancellation of insurance on any Common Area or which would be in violation of any law.

4. No sign of any kind shall be displayed to the public view on or from any unit or any Common Area, without approval of the Mutual, except such signs as may be used by Declarant in connection with the development of the Project and Sale of condominiums, and except such signs as may be displayed in accordance with Section 712 of the California Civil Code.

5. No animals of any kind shall be raised, bred, or kept in any Unit, or in any Common Area, except dogs, cats or other household pets may be kept in Units subject to approval of the Mutual, provided that no animal shall be kept, bred, or maintained for any commercial purpose.

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6. The Owner shall not permit or suffer anything to be done or kept upon said premises which will increase the rate of insurance on the building, or on the contents thereof, or which will obstruct or interfere with the rights of other occupants, or annoy them by unreasonable noises or otherwise, nor will he commit or permit any nuisance on the premises or commit or suffer any immoral or illegal act to be committed thereon. The Owner shall comply with all of the requirements of the Board of Health and of all other governmental authorities with respect to said premises. If by reason of the occupancy or use of said premises by the Owner the rate of insurance on the building shall be increased, the Owner shall become personally liable for the additional insurance premiums.

7. Nothing shall be done in any Unit or in, on, or to any building in any Common Area or which would structurally change any such building except as is otherwise provided herein.

8. There shall be no structural alteration, construction or removal of any building, fence or other structure in the Project (other than repairs or rebuilding pursuant to Article X hereof) without the approval of the Architectural Control Committee as set forth in Article VIII hereof. No building, fence or other structure shall be constructed upon any portion of any Common Area other than such building and structures as shall be constructed (a) by the Declarant (or person to whom Declarant assigns its rights as developer), or (b) by the Mutual pursuant to Article X or Article III, Section 7. Each Owner hereby waives any and all right to allow, approve, reject, or permit structural changes to any Common Area located within a unit or a Common Area party wall located between two contiguous units, each of which is owned by the same owner, and hereby delegates such right to the Architectural Control Committee referred to in Article III hereof.

9. No professional, commercial or industrial operations of any kind shall be conducted in or upon any Unit or the Common Areas except such temporary uses referred to in paragraph 1 of this Article II.

10. Except as permitted by the Mutual, no vehicles other than golf carts, passenger automobiles and station wagons shall be parked or stored in any Common Areas. No vehicle shall be repaired or rebuilt in any Common Area.

11. All Owners shall be members of the Mutual. All natural persons who are members of the Mutual shall also be members of the Foundation and all members of both the Mutual and Foundation shall comply with the terms and conditions as set forth in the Articles of Incorporation and By-Laws and any rule or regulation of the Mutual or Foundation.

12. The right to use or occupy a Unit or the sale, lease or other transfer or conveyance of the right to use or occupy a condominium shall be subject to such uniform or objective standards relating to financial responsibility and age of the proposed resident for such unit as are now or may hereafter be set forth in these Restrictions or as are now or may hereafter be set forth in the By-Laws of the Mutual. No restrictions on use shall be based on race, religion, or place of national origin.

13. Nothing in this article or elsewhere in these Restrictions shall limit the right of Declarant to complete construction of Common Areas and to Units owned by Declarant. The rights of Declarant hereunder and elsewhere in these Restrictions may be assigned by Declarant to any successor to all or any part of Declarant's interest in the Development, as developer, by any express assignment incorporated in a recorded deed transferring such interest to such successor.

ARTICLE III

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Management

1. The Mutual is hereby designated as the management body of the Project. The members of the Mutual shall be the Owners. The initial Board of Directors of the Mutual shall be appointed by the incorporators or their successors. Thereafter, the directors shall be elected as provided in the By-Laws, provided, however, that the incorporators or their successors shall retain the right to appoint a majority of the members of the Board until one hundred twenty (120) days after the close of escrow on 51% of the condominium units in the Project, or within one year after the close of escrow for the sale of the first condominium unit in the Project, whichever first occurs.

The Mutual shall have the right and power to do all things for the management operation of the Project, subject to the provisions of the Articles of Incorporation and By-Laws of the Mutual and these Restrictions.

2. The Mutual through its Board, and at its option, and for the benefit of the Condominium and the Owners, may acquire, and shall pay for out of the carrying charge fund hereinafter provided for, the following:

(a) Water, sewer, garbage, electrical and gas and other necessary utility service for the Common Areas and (if not separately metered or charged) for the Units.

(b) (1) A policy or policies of fire insurance, with extended coverage endorsement, for the full insurable replacement value of the Common Areas and the Unit, payable as provided in Article X, or such other fire and casualty insurance as the Mutual shall determine gives substantially equal or greater protection, insuring the Owners, and their Mortgagees, as their interest may appear, and as to each of such policies which will not be voided or impaired thereby, or the premiums therefor increased thereby, the Owners, the Mutual, the Board, the Manager, and the Declarant each hereby waives and releases all claims against any of said parties and agents and employees of each of said parties, with respect to any loss covered by such insurance, whether or not caused by negligence of, or breach of any agreement by, said persons, but to the extent of the insurance proceeds received in compensation for such loss only.

(2) A policy or policies insuring the Mutual, the Board, the Declarant, the Manager and the Owners and agents and employees of each of the foregoing against any liability incident to the ownership and/or use of the Common Areas and Units; and if obtainable, a cross liability endorsement insuring each insured against liability to each other insured.

(3) Such policies may be blanket policies covering more than one Project, the property of Declarant or any of the foregoing, if the Mutual and Declarant pay their proper share of the premium. The Mutual shall be deemed trustee of the interests of all Owners in any insurance proceeds paid to it under any such policies, and shall have full power to receive and to receipt for their interests in such proceeds and to deal therewith.

(c) Workmen's compensation insurance to the extent necessary to comply with any applicable laws.

- (d) Such other policies of insurance as the Mutual may deem appropriate.
- (e) The services of a person or firm to manage the Common Area (the "Manager") to the extent deemed advisable by the Mutual, as well as such other personnel as the Mutual shall determine shall be necessary or proper for the operation of the Common Areas whether such personnel are employed directly by the Mutual or are furnished by the Manager.
- (f) A fidelity bond naming the members of the Board of the Mutual, the Manager, and such other persons as may be designated by the Board as principals, and the Mutual as obligee in an amount equal to the estimated annual cash requirements as determined by the board.
- (g) Painting, maintenance and repair of the Common Areas (but not including the doors, windows, carpets, fixtures, or interior surfaces of the Units, nor items of property located within the interior surfaces of a Unit or constituting a part of a Unit, which the Owner of each Unit shall paint, maintain, repair and replace); landscaping and gardening services for the Common Areas; and such furnishings, equipment and plants for the Common Areas as the Mutual shall determine are necessary or proper.
- (h) Legal and accounting services necessary or proper in connection with operations of the Mutual or enforcement of these Restrictions.
- (i) The amounts necessary to pay the Foundation its charges for its services and facilities furnished to the Owner or to the Mutual.
- (j) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments which the Board is required to secure or pay for pursuant to the terms of these Restrictions or By-Laws or which in its opinion shall be necessary or proper for the operation of the Project as a residential project, provided that if any such materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments are provided for a single Unit, the cost thereof shall be specially assessed to the Owner of such Unit. The Board shall also pay any amount necessary to discharge any lien or encumbrance levied against the entire Project or any part thereof which may in the opinion of the Board constitute a lien against the Common Areas, rather than merely against the interest therein of particular Owners. Where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it.

Notwithstanding any provision hereof to the contrary, nothing herein shall permit the Mutual to assess the Owners for any new improvements or additions to the Common Areas except pursuant to Article III, Section 7 or Article VII or Article X.

3. The Mutual may delegate any of its duties, powers or functions to any person, corporation or firm to act as Manager. Neither the Mutual nor the members of its Board shall be liable for any omission or improper exercise by the Manager of any such duty, power or function so delegated.

4. The Mutual or any person authorized by the Mutual may enter any Unit in the event of any emergency involving illness or potential danger to life or property or when necessary in connection with any maintenance or construction for which it is responsible. Such entry shall be made with as little inconvenience to the Owner as practicable, and any damage caused thereby shall be repaired by the Mutual.

5. The Mutual shall provide for an annual independent audit of the accounts of the Mutual and for delivery of a copy of such audit to each Owner within thirty (30) days after completion thereof in accordance with the provisions of Section 1365 of the Civil Code, and shall prepare and distribute such other statements as required by Sections 1365 and 1368 of the Civil Code.

6. The Mutual is authorized and empowered to grant such licenses, easements and rights of way for sewer lines, water lines, underground conduits, storm drains and other public utility purposes as may be necessary or appropriate for the orderly maintenance, preservation and enjoyment of the Common Areas or for the preservation of the health, safety, convenience or welfare of the Owners, over those portions of the Common Areas upon which no building or other structure has been erected. Such licenses, easement and rights of way may be granted at any time prior to twenty-one (21) years after the death of the individuals who have signed these Restrictions and their issue who are in being as of the date hereof, and the right to grant such licenses, easements, and rights of way is hereby expressly reserved.

7. Other than as provided in Article X relating to restoration of damaged improvements, the Mutual may, with approval of the Architectural Control Committee, construct new improvements or additions to the Common Area or the Project or demolish existing improvements, provided that, in the case of any improvement, addition or demolition involving a total expenditure in excess of \$5,000, the written consent or vote of the Owners of at least two-thirds (2/3rds) of the Condominiums in the Mutual (other than Declarant's) as to the maximum total cost therefor shall first be obtained, and provided that no Unit shall be altered or damaged by any such demolition or construction without the consent of the Owner thereof. The Mutual shall levy a special assessment on all Owners for the cost of such work.

ARTICLE IV

Membership in Foundation

Each natural person who is an Owner of a Unit or has been designated by the Owner to occupy the Unit, and for whom a membership fee in the Foundation has been paid shall be a member of the Foundation and shall comply with the By-Laws of the Foundation and the rules and regulations of the Foundation as they now exist or are from time-to-time adopted. No owner shall transfer any membership or interest in the Foundation except upon the transfer of the right to occupy the Unit to which it is appurtenant.

ARTICLE V

Covenant Against Partition

By acceptance of his deed, each Owner shall be deemed to covenant for himself and for his heirs, representatives, successors and assigns, that he will not institute legal proceedings to effect judicial partition of his interest in the Project property, unless the Project (a) has been in existence in excess of fifty (50) years, and (b) it is obsolete and uneconomical, and (c) the Owners of fifty percent (50%) of the Units join in such an action for partition. Such covenant shall be subject to the provisions of paragraph B of Article X.

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**ARTICLE VI**  
**Limited Common Areas**

The areas designated on the Plan for any Project as a balcony, patio, garage or carport are Exclusive Use Common Areas. Subject to the rules of the Mutual, the balconies and patios adjacent to Units are reserved for the exclusive use of the Owners of such Units and they may not be added to, modified, or altered without the approval of the Mutual and except for normal housekeeping, shall be repaired and maintained by the Mutual. Exclusive Use Common Areas designated on the Plan for the Project as garages or carports are reserved and shall be used for parking of non-commercial vehicles. Owners or occupants shall have the exclusive use of those certain garages in accordance with the provisions of Exhibit C, subject to the right of the Mutual to enter for purposes of maintenance and repair. Declarant reserves the right to sell and/or assign the exclusive use of carport numbers SEE EXHIBIT "C" ATTACHED. Each such Exclusive Use Common Area shall be appurtenant to the Owner's Unit; provided, however, that Owners may transfer the exclusive right to use secondary garage and carport Exclusive Right Common Areas, but not the primary assigned garage or carport Exclusive Right Common Area, to any other Owner or occupant of the Mutual independent of the transfer or conveyance of the Unit.

**ARTICLE VII**

**Carrying Charges - Assessments - Liens**

1. Prior to the beginning of each year, the Board shall estimate the sum which will be necessary to meet the Mutual's expenses during such year (including a reasonable provision for contingencies and less any expected income and any surplus from the prior year's fund). Such estimate shall include, but not be limited to, the following items:

- (a) The cost of all operating expenses of the Project and services furnished, including charges by the Mutual for facilities and services furnished.
- (b) The cost of management and administration in accordance with these Restrictions.
- (c) The amount of all taxes and assessments levied against the property of the Mutual which it is required to pay.
- (d) The cost of fire and extended coverage insurance on the Project and such other insurance as the Mutual may effect or as may be required by any mortgage on the Project.
- (e) The cost of furnishing water, gas, electricity, garbage and trash collection and other utilities to the extent furnished by the Mutual.
- (f) All reserves set up by the Mutual.
- (g) The estimated cost of repairs, maintenance and replacements of the Project properly made by the Mutual.
- (h) Such sums as the Mutual may pay to the Foundation as the Mutual's prorata (based upon number of Units) share of the charges of the Foundation in accordance with Article III, Section 2(f) hereof.



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2. Said "estimated cash requirement" (hereinafter called "Carrying Charges") shall be assessed to the Owners in proportion to the interest of each Owner in the Common Areas. If said sum estimated proves inadequate for any reason, including nonpayment of any Owner's assessment, the Board may at any time levy a further assessment, which shall be assessed to the Owners in like proportions. Each Owner shall be obligated to pay assessments on or before the first day of each month during such year, or in such other manner as the Board shall designate. Declarant shall be treated as Owner of each Unit (and appropriate accompanying interests) owned by it and shall be assessed and obligated accordingly. Amendments to this Article shall only be effective upon unanimous written consent of the Owners and the Board of Directors of the Foundation.

3. If the above Carrying Charges or any other assessment, whether regular or special, assessed to the Owner of any Condominium, is not paid within fifteen (15) days after it is due, the Owner may be required by the Mutual to pay a late payment charge of ten percent (10%) or \$10 (Ten Dollars) whichever is greater, or such lesser amount as the Board may determine.

4. The amount of any Carrying Charge or any other assessment, (whether regular or special, or arising by application of this Article VII, Article III, Section 7, Article X or any other provisions hereof) assessed to the Owner of any Condominium, and any late payment charge attributable thereto, plus interest on such assessment and charge at a rate of ten percent (10%) per annum simple interest or such lower rate as the Mutual may designate from time to time, and costs, including reasonable attorney's fees and costs of recordation, shall be a debt of such Owner enforceable by suit, and shall become a lien upon such Condominium under Section 1367 of the Civil Code upon recordation of a notice of assessment setting forth the matters required by said section, which shall be notice of such lien. Such lien may be enforced as provided in Section 1367 of the Civil Code and as otherwise provided by law. A certificate executed and acknowledged by the Mutual, shall be conclusive upon the Mutual and the Owners as to the amount of such indebtedness as of the date of the certificate, in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any Owner upon request at a reasonable fee, not to exceed Fifteen Dollars (\$15.00).

5. Notwithstanding any other provision in these Restrictions to the contrary, the Board may not (1) establish a regular assessment for any fiscal year more than ten percent (10%) above the regular assessment for the Mutual's preceding fiscal year, or (2) establish special assessments which in the aggregate exceed five percent (5%) of the budgeted gross expenses of the Mutual for that fiscal year, without a majority vote of approval by the Owners at a duly held meeting of the members of the Mutual. The foregoing restrictions do not apply to any assessment increase that has been established (1) to maintain or repair the common area or any other area that the Mutual is obligated to maintain or repair, or (2) to address emergency situations. Cost for maintenance or repair of common areas or other areas that the Mutual 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.

6. Within ten (10) days of the mailing or delivery of a written request by any Owner, the Board shall provide the Owner with a written statement containing the following information: (i) whether to the knowledge of the Mutual, the Owner or the Owner's Condominium is in violation of any of the provisions of these Restrictions, the Articles, Bylaws, or the Mutual's Rules; (ii) the amount of regular and special assessments, including installment payments, paid by the Owner during the fiscal year

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the request is received; and (iii) the amount of any assessments levied against the Owner's Condominium that are unpaid as of the date of the statement, including any late charges, interest, or costs of collection that as of the date of the statement are or may be made a lien against the Owner's Condominium as provided by these Restrictions, the Articles, Bylaws, or Mutual's Rules.

ARTICLE VIII

Architectural Control Committee

1. Architectural Control:

(a) Except for the purposes of proper maintenance and repair, and except as provided in Paragraph (c) hereof, no person, persons, entity, entities shall install, erect, attach, apply, paste, hinge, screw, nail, build or construct any lighting, shades, screens, awnings, patio covers, decorations, fences, aeriels, antennas, radio or television broadcasting or receiving devices upon, or make any changes in or otherwise alter whatsoever, the exterior of any building or other structure located upon the Project. For the purpose of this provision the term "exterior" shall mean any outside wall, outward surfaces, roofs, outside doors, or other outside structures of any such building or other structures, including, but not limited to, the roof, outside wall, outward surface, outside doors, and outside structures of all atrium type residential dwelling units.

(b) Except for the purposes of proper maintenance and repair, and except as provided in Paragraph (c) hereof, no person, persons, entity, or entities, shall install, construct or build any walkways, slabs, sidewalks, curbs, gutters, patios, porches, driveways, fences, lighting, decorations, aeriels, antennas, radio or television broadcasting or receiving devices, or other structures of any kind, on the Project, except for such walkways, fences, lighting, decorations, aeriels, antennas, radio or television broadcasting or receiving devices, or other structures which are to be constructed concurrently with the construction of the buildings and other structures on the Project.

(c) Except for proper maintenance and repair, no person, persons, entity or entities shall perform any of the acts specifically set forth in Paragraphs (a) and (b) above until:

(1) The complete plans and specifications, showing the kind, nature, shape, height, material, type of construction, scheme and all information specified by the hereinafter named committee for the proposed alteration, modification, addition, deletion or any other proposed form of change to the exterior of any building or other structures, as set forth in Paragraph (a), or changes to the Project, as set forth in Paragraph (b), and

(2) The block plan showing the location of such proposed alteration, modification, addition, deletion, or any other proposed form of change, have been approved in writing, as to conformity and harmony of external design with existing structures of the Project, by unanimous decision of a committee composed of three members. The committee of three members referred to in Paragraph 2 D of those certain Covenants, Conditions and Restrictions recorded on JANUARY 22, 1987

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in the office of the Recorder of the County of Contra Costa, State of California, shall also constitute the committee of three members referred to herein. In the event any member is unable or unwilling to serve on said committee, the remaining member or

members shall have full authority to approve or disapprove such proposed alteration, modification, addition, deletion, or other proposed form of change and location until such time as a successor to the disabled or unwilling member is appointed. In the event the committee or the representative appointed by the committee fails to approve or disapprove such proposed alteration, modification, addition, deletion, or other proposed form of change and location within thirty (30) days after said complete plans and specifications have been submitted to it, such approval will not be required and this covenant will be deemed to have been fully complied with. Such complete plans and specifications shall be personally delivered to any member of the committee or mailed to the committee via certified mail, return receipt requested, postage prepaid, to P.O. Box 2220, Dollar Ranch Substation, Walnut Creek, California. The plans and specifications shall be deemed submitted to the committee upon the date of personal delivery to a member of the committee of such plans and specifications or one (1) day after such deposit in the mail. The committee shall have the right of changing its mailing address with the County Recorder of Contra Costa County, California, and mailing a copy thereof to the Mutual, care of Golden Rain Foundation of Walnut Creek, P.O. Box 2070, Walnut Creek, California. Such instrument shall refer to the book and page number designated by said County Recorder for this declaration. Neither the members of such committee nor its designated representative shall be entitled to any compensation for the services performed pursuant to this covenant. The powers and duties of such committee, and of its designated representatives, shall cease on and after January 1, 2008. Thereafter, the approval described in this covenant shall not be required unless prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the property owners of the hereinabove described property developed for residential use and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

#### ARTICLE IX

##### Mortgage Protection

Notwithstanding all other provisions hereof:

1. The liens created under Article VII hereof upon any Condominium shall be subject and subordinate to, and shall not affect the rights of the Mortgagee under any recorded first Mortgage upon such Condominium made in good faith and for value, provided that after the foreclosure of any such Mortgage the amount of all regular assessments, and all special assessments to the extent they relate to expenses incurred subsequent to such foreclosure, assessed hereunder to the purchaser at such foreclosure sale, or his successor, as an Owner after the date of such foreclosure sale, shall become a lien upon such Condominium upon recordation of a notice as provided in Article VII, Section 3 hereof.

2. No amendment to these Restrictions shall affect the rights of any Mortgagee who does not join in the execution thereof, provided that prior to recordation of such amendment his Mortgage has been recorded and written notice of its delivery and recordation, signed by the Mortgagee and Mortgagor, has been given to the Mutual.

3. By subordination agreement executed by the Mutual the benefits of Section 1 and 2 above may be extended to Mortgages not otherwise entitled thereto.

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4. No breach of any of the covenants and restrictions set forth herein shall cause any forfeiture of title or reversion or bestow any right of reentry whatsoever, but, violation of any one or more of such covenants or restrictions may be enjoined or abated by Declarant, its successors and assigns, any Owner, the Mutual, and/or the Foundation, by action of any court of competent jurisdiction, and damages may also be awarded for such violations; provided, however, that any such violation shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to said property or any part thereof, but said covenants and restrictions shall be binding upon and effective against any Owner of said property, or portion thereof, whose title thereto is acquired by foreclosure, trustee's sale or otherwise.

#### ARTICLE X

##### Damage or Destruction

In the event of damage to or destruction of a Unit and/or the Common Area then all insurance proceeds, whether or not subject to liens of mortgages or deeds of trust, shall be paid to the Mutual as trustee for the Owners, the Mutual and their mortgagees to be used for rebuilding as follows:

1. If there is no damage to any Unit and the insurance proceeds are sufficient to effect total restoration, then the Mutual shall cause such Common Area to be repaired and reconstructed substantially as it previously existed.
2. If there is no damage to any Unit and the insurance proceeds are within Five Thousand Dollars (\$5,000.00) or being sufficient to effect total restoration, then the Mutual shall cause such Common Area to be repaired and reconstructed substantially as it previously existed, and the difference between the insurance proceeds and actual cost shall be levied as an assessment equally against each of the Units.
3. If there is no damage to any Unit and the insurance proceeds are insufficient by more than Five Thousand Dollars (\$5,000.00) to effect total restoration, then the determination as to what action is to be taken shall be made by vote or written consent of the Owners of a majority of the Condominiums in the Development.
4. If there is damage to a Unit and the insurance proceeds are sufficient to effect total restoration, then the Mutual shall cause such Common Area and the perimeter walls of the Unit to be repaired and reconstructed substantially as it had existed prior to destruction; provided, however, that the repair and replacement of the interior decorating, including painting, papering, paneling, electrical fixtures, carpeting and draperies, shall be the responsibility of the Owner.
5. If there is damage to a Unit and the insurance proceeds are within Twenty-five Thousand Dollars (\$25,000.00) or being sufficient to effect total restoration, then the Mutual shall cause such Common Area and the perimeter walls of the Unit(s) to be repaired and reconstructed substantially as they had previously existed and the amount not covered by insurance proceeds shall be levied as an assessment against each of the Units.
6. If there is damage to a Unit and the insurance proceeds are insufficient by more than Twenty-Five Thousand Dollars (\$25,000.00) to effect total restoration, then by written consent or vote of the Owners of a majority of the Condominiums in the Development, they shall determine whether:

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(a) to rebuild and restore in substantially the same manner as the improvements existed prior to damage and to raise the necessary funds over the insurance proceeds by levying equal assessments against all Units, (b) to rebuild and restore in a way which utilizes all available insurance proceeds and an additional amount not in excess of Twenty-five thousand Dollars (\$25,000.00) and which is assessable equally to all Units but which is less expensive than replacing these improvements in substantially the same manner as they existed prior to being damaged or (c) to not rebuild and to distribute the available insurance proceeds to the Owners and Mortgagees of the damaged Units as their interests may appear in such a way as to give consideration to the relative degree of damage sustained by each Unit and the relative original value of each (e.g., if two buildings are damaged by fire, one 50% destroyed and the other 100% destroyed; and 50% damaged building had an original value of \$150,000 and the one 100% destroyed had an original value of \$175,000; and the total proceeds are \$125,000; then the amount of the proceeds applicable to the 50% destroyed building would be \$37,500, and the amount applicable to the 100% destroyed building would be \$87,000).

7. Restoration and repair of the damage to the interior of any individual Unit shall be made by and at the expense of the Owner of said Unit and in the event of a determination to rebuild partial or total destruction, shall be completed as promptly as practicable and in a lawful and workmanlike manner.

8. If reconstruction or restoration has not actually commenced within one year from the date of any damage to which subsection 6 of this Article is applicable, then (a) the covenant against partition provided in Article V shall terminate and be of no further force or effect; (b) the conditions for partition pursuant to subsection (4) of Section 752(b) of the Code of Civil Procedures shall be deemed to have been met, and (c) a majority of the Board, as soon as reasonably possible and as agent for all Owners pursuant to paragraph 9 below and after recording the certificate required thereby, shall sell the entire Development, in its then condition, free from the effect of these Restrictions, which shall terminate upon such sale, on terms satisfactory to it. The net proceeds of the sale (or of any judicial partition sale) shall thereupon be distributed to the Owners in proportion to their undivided interests in the Common Areas, and to the mortgagees of, or holders of deeds of trust upon, the interests of such Owners, as their interests may appear. Any distribution of the proceeds of such a sale shall take into account any insurance proceeds which have been distributed or are available for distribution.

9. Each of the Owners irrevocably appoints the Mutual as attorney-in-fact and irrevocably grants to the Mutual full power in the name and stead of such Owner to sell the entire Project, and to execute deeds and conveyances to it, in one or more transactions, for the benefit of all Owners when partition of the Project may be had under Section 1359 of the Civil Code and under the circumstances authorizing partition under these Restrictions. The power of attorney shall (i) be binding on all Owners, whether they assume the obligations under these Restrictions or not; (ii) be exercisable by a majority of the board acting on behalf of the Mutual, subject to obtaining the prior approval by vote or written consent of 75 percent of the Owners and 75 percent of all institutional first Mortgagees; and (iii) be exercisable only after recordation with the County Recorder of a certificate executed by those who have power to exercise the power of attorney that the power of attorney is properly exercisable under the authority of these Restrictions. This certificate shall be conclusive evidence of proper exercise in favor of any person relying on it in good faith.

ARTICLE XI

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Encroachments

None of the rights and obligations of the Owners created herein, or by the Deed, shall be altered in any way by encroachments due to settlement or shifting of structures of any other cause. There shall be valid easements for the maintenance of said encroachments so long as they exist, provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful conduct of said Owner or Owners.

ARTICLE XII

Utilities

1. Utility Rights. The rights and obligations of the Owners with respect to lines, connections, cables, wires and conduits for sanitary sewer, water, gas, electricity, telephone, television, air conditioning, solar energy and other utilities, hereinafter collectively referred to as "said connections or lines," shall be governed by the following:

(a) What ever said connection or lines are installed within the Project, which connections or lines or any portion thereof, lie in or upon portions of the Project owned by others than the Owner of a Unit served by said connections or lines shall have the right and is hereby granted a non-exclusive easement, to the full extent necessary therefor, to enter upon such portion of the Common Area or Unit or to have the utility companies enter thereupon to repair, replace and generally maintain said connections or line as when the same may be necessary as set forth below.

(b) Wherever said connections or lines are installed within the Project, which connections or lines serve more than one Unit, the Owner of each Unit served by said connections or lines shall be entitled to the full use and enjoyment of such portions of said connections or lines as services his Unit.

(c) In the event any portion of said connections or lines is damaged or destroyed through the negligent act or acts or failure to act, or willful misconduct of an Owner or any of his employees, agents, invitees, tenants or guests, so as to deprive other Owners of the full use and enjoyment of said connections or lines, then such connections or lines shall be repaired and restored by the Mutual, but at the expense of the Owner who commits or whose guests, agents or employees commit, such act or acts.

(d) In the event any portion of such connection or lines is damaged or destroyed by some other cause than the negligence or willful misconduct of any Owner, his employees, agents, guests, tenants or invitees (including ordinary wear and tear and deterioration from lapse of time), then in such event, such connections or lines shall be repaired and restored by the Mutual, such repair and restoration to be paid out of the assessments levied in accordance with Article III, Section 2.

(e) In the event of a dispute between Owners with respect to the repair or rebuilding of said connections lines, or with respect to the sharing of the cost thereof, the matter shall be submitted to the arbitration in accordance with Article XIV.

2. Easements. Each Owner shall have and is hereby granted a non-exclusive easement through any Unit and Common Area for the furnishing of all utility services, television cable service, heating, air conditioning, and solar energy within his Unit, which facilities shall include but not be limited to conduits, cables, ducts, plumbing and wiring, shall be appurtenant to his Unit, and all other Units and Common Area shall be subject thereto; provided, however, that easements for such services shall, at all times be and remain substantially in accordance with the initial construction of the Project or the Project as reconstructed upon damage or destruction, pursuant to the terms of Article X.

#### ARTICLE XIII

##### Remedies

The exercise of any of the rights or remedies as herein provided with respect to any default shall not preclude or affect the subsequent exercise of such rights or remedies at different times and for different defaults.

The respective rights or remedies, whether provided by this agreement or by law, or available in equity, shall be cumulative and the exercise of any one or more of such rights or remedies shall not preclude or affect the exercise, at the same or at different times, of any other such right or remedies for the same or different defaults, or for the same or different failures of the Owners to perform or observe any provision of this Agreement.

#### ARTICLE XIV

##### Arbitration

Any and all claims, demands, questions, disputes, or controversies between Declarant and the Mutual, any Owner, Mortgagee or Manager, arising out of or in any way related to the purchase, sale, ownership, construction, design or engineering of any Unit or Common Area of the Project, or any part thereof, or the coverage of this arbitration provision, shall be submitted to and be determined and settled by arbitration. Such arbitration shall be in accordance with the rules of the American Arbitration Association as such rules shall be in effect on the date of delivery of demand for arbitration. The arbitration of any such issue shall be to the exclusion of any court of law or equity. The decision of the arbitrators, or a majority of them, shall be final and binding upon all parties and their respective heirs, executors, administrators, successors and assigns.

There shall be three arbitrators, one to be chosen directly by each party and the third arbitrator to be selected by the two arbitrators so chosen. Each party shall pay the fees of the arbitrator selected by him and shall split the fees of the third arbitrator. The prevailing party shall be awarded his or its costs, including reasonable attorneys fees, and the fees and costs of the arbitrators and arbitration.

BOOK 13410 PAGE 133

ARTICLE XV

NOTICES

Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by registered or certified mail, it shall be deemed to have been delivered one (1) day after a copy of same has been deposited in the United States mail, postage prepaid, addressed to an Owner at the address given to the Mutual, or addressed to the Mutual at 1001 Golden Rain Road, Walnut Creek, California. If such notice is sent by regular mail, it shall be deemed to have been delivered when received. Any such address may be changed from time to time by notice in writing from an Owner to the Mutual or from the Mutual to the Owners, as the case may be.

BOOK 3400 PAGES 134

ARTICLE XVI

Amendment

1. Subject to the provisions of Section 2 of Article IX, the provisions of these Restrictions may be amended by an instrument in writing signed and acknowledged by the president and secretary of the Mutual, certifying that such amendment has been approved by the vote or written consent of the Record Owners of at least three-fourths (3/4ths) of the Condominiums in the Mutual. Such an amendment shall be effective upon its recordation with the Contra Costa County Recorder.

2. Until the close of any escrow in the sale of a Condominium Unit in the area described in Exhibit A, Declarant shall have the right to terminate and, with the prior consent of Foundation, to modify or amend these restrictions by the recordation of a supplement hereto setting forth such termination, modification or amendment. Declarant shall likewise have the right to terminate and, with the prior consent of the Foundation, to modify or amend these restrictions prior to the close of any escrow for a sale of a Condominium Unit in any other parcel of real property which may hereafter be made subject to these covenants, conditions and restrictions. These restrictions terminate and supercede, insofar as the real property set forth in Exhibit A is concerned, those certain restrictions recorded at page 87 of book 5267 of the Official Records of the Recorder of Contra Costa County.

ARTICLE XVII

Attorney Fees

If an Owner defaults in making a payment of Carrying Charges and the Mutual has obtained the services of an attorney with respect to the defaults involved, the Owner covenants and agrees to pay to the Mutual any costs or fees involved including reasonable attorney's fees, whether or not a suit is instituted. In case a suit is instituted, the Owner shall also pay the costs of the suit, in addition to other aforesaid costs and fees.

ARTICLE XVIII

Interpretation

The provisions of these Restrictions shall be liberally construed to effectuate their purpose of creating a uniform plan for the development and operation of Condominium Projects. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof. In case



any one of the provisions contained in these Restrictions shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any of the remaining provisions hereof, but these Restrictions shall be construed as if such invalid, illegal or unenforceable provisions had never been included. Whenever the context so requires, the singular number includes the plural and the converse; and the masculine gender includes the female and/or neuter.

IN WITNESS WHEREOF, Declarant has affixed its signature this 2nd day of December, 1986.

UDC-UNIVERSAL DEVELOPMENT L.P., a Delaware limited partnership doing business in the State of California as UDC Homes Limited Partnership

By UDC CORPORATION, a Delaware corporation doing business in the State of California as UDC Homes Corporation, General Partner

by   
President, Asst. Secy

by   
Secretary  
Vice President

BOOK 3400 PAGE 135

STATE OF CALIFORNIA )  
COUNTY OF CONTRA COSTA) ss.

BOOK 13400 PAGE 136

On December 2, 1980, before me, the undersigned, a notary public in and for said State, personally appeared Lawrence S. Carney known to me to be the Assistant Secretary of UDC CORPORATION, a Delaware corporation doing business in the State of California as UDC HOMES CORPORATION, the corporation that executed the within instrument and known to me to be the persons who executed the within instrument on behalf of said corporation, said corporation being known to me to be the general partner of UDC-UNIVERSAL DEVELOPMENT L.P., a Delaware limited partnership doing business in the State of California as UDC HOMES LIMITED PARTNERSHIP, the partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same.

WITNESS my hand and official seal

Julia M. Brumilue



(Notary Seal)

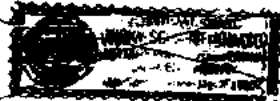
STATE OF CALIFORNIA )  
COUNTY OF CONTRA COSTA ) ss.

BOOK 13400 PAGE 137

On December 3, 1986, before me, the undersigned, a notary public in and for said State, personally appeared Herbert M. Palmtag known to me to be the Vice President of UDC CORPORATION, a Delaware corporation doing business in the State of California as UDC HOMES CORPORATION, the corporation that executed the within instrument and known to me to be the persons who executed the within instrument on behalf of said corporation, said corporation being known to me to be the general partner of UDC-UNIVERSAL DEVELOPMENT L.P., a Delaware limited partnership doing business in the State of California as UDC HOMES LIMITED PARTNERSHIP, the partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same.

WITNESS my hand and official seal

*Vicky Schuff Ignado*



(Notary Seal)



EXHIBIT "A"

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Lot 2, as shown on the map of Subdivision 6701, filed  
January 21, 1987, in Map Book 310, Page 41, Contra Costa  
County Records.

## LEGAL DESCRIPTION

Real property in the State of California, County of Contra Costa, City of Walnut Creek, described as follows:

## PARCEL ONE

All that certain parcel of land described as Parcel One in the deed of Trust executed by Terra California, a California corporation, recorded May 23, 1974, in Book 7233, Page 490 Official Records.

## EXCEPTING FROM PARCEL ONE the following:

All of Lots 1 and 2, as shown on the map of "Subdivision 4626, City of Walnut Creek, Contra Costa County, State of California", filed May 28, 1974, in Book 169 of Maps, Pages 20-22, in the office of the County Recorder of Contra Costa County. (Mutual No. 39)

All of Lot 1, as shown on the map of "Subdivision 4639, City of Walnut Creek, Contra Costa County, State of California", filed August 27, 1974, in Book 172 of Maps, Pages 43-46, in the office of the County Recorder of Contra Costa County. (Mutual No. 40)

All of that parcel as shown on the map of "Subdivision 4706, City of Walnut Creek, Contra Costa County, State of California", filed June 25, 1975 in Book 179 of Maps, Pages 6-8, in the office of the County Recorder of Contra Costa County. (Mutual No. 41)

All of Lot 1, as shown on the map of "Subdivision 4817, City of Walnut Creek, Contra Costa County, State of California", filed April 21, 1976, in Book 183 of Maps, Pages 38-40, in the office of the County Recorder of Contra Costa County. (Mutual No. 44)

All of Lots 1, 2, 3 and 4, as shown on the map of "Subdivision 4650, City of Walnut Creek, Contra Costa County, State of California", filed October 13, 1976, in Book 190 of Maps, Pages 34-37, in the office of the County Recorder of Contra Costa County. (Mutual No. 45)

All of Lot 1, as shown on the map of "Subdivision 4929, City of Walnut Creek, Contra Costa County, State of California", filed March 28, 1977, in Book 195 of Maps, Pages 7-9, in the office of the County Recorder of Contra Costa County. (Mutual No. 46)

All of Lot 1, and Saklan Indian Drive, as shown on the map of "Subdivision 4985, City of Walnut Creek, Contra Costa County, State of California", filed May 5, 1977, in Book 196 of Maps, Pages 15-17, in the office of the County Recorder of Contra Costa County. (Mutual No. 43)

All of Lots 1, 2, 3 and 4 and Terra Granada Drive as shown on the map of "Subdivision 5001, City of Walnut Creek, Contra Costa County, State of California", filed August 23, 1977, in Book 201 of Maps, Pages 26-29, in the office of the County Recorder of Contra Costa County. (Mutual No. 47)

All of Lot 1, as shown on the map of "Subdivision 4728, City of Walnut Creek, Contra Costa County, State of California", filed January 22, 1978, in Book 181 of Maps, Pages 42-44, in the office of the County Recorder of Contra Costa County. (Mutual No. 42)

That portion thereof described in the deed to Golden Rain Foundation of Walnut Creek, a California Corporation, as Trustee, recorded July 8, 1974 in Book 7258, Page 101, Official Records.

That portion thereof described in the deed to Golden Rain Foundation of Walnut Creek, a California corporation, as Trustee, recorded August 27, 1974, in Book 7368, Page 319, Official Records.

That portion thereof described in the deed to Golden Rain Foundation of Walnut Creek, a California corporation, as trustee, recorded September 19, 1974, in Book 7326, Page 168, Official Records.

PARCEL ONE (CONTINUED)

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All of Lots One, Two, Three and four as shown upon the map entitled "Subdivision 5218 (Mutual No. 48)", filed December 26, 1978, in Book 220 of Maps, Pages 9, 10 11, and 12, Contra Costa County Records.

All of Lots 1 and 2 as shown upon the map entitled "Subdivision 5219 (Mutual 49)," filed December 26, 1978, in Book 220 of Maps, Pages 13, 14, and 15, Contra Costa County Records.

All of Parcel A, as shown upon the map entitled "Parcel Map MS. W.C. 810-80 Mutual 52", filed July 24, 1980, in Book 88 P.M., Pages 1 & 2, Contra Costa County Records.

Lot 1, as shown upon the map of Subdivision 5240, Mutual 51, filed October 25, 1984, in Map Book 284, Page 1, Contra Costa County Records.

Lot 2, as shown upon the map of Subdivision 5240, Mutual 51, filed October 25, 1984, in Map Book 284, Page 1, Contra Costa County Records

Lot 1, as shown upon the map of Subdivision 5701, Mutual 53, filed , 1986, in Map Book , Page , Contra Costa County Records.

PARCEL TWO

That parcel of land described in the deed from Acalanes Union High School District of Contra Costa County to Rossmoor Corporation, a California corporation, dated February 7, 1964, recorded February 21, 1964 in Book 4558, Page 579. Official Records, Instrument No. 16389, described as follows:

Portion of Rancho San Ramon, described as follows:

Commencing at the most Eastern corner of the parcel of land described in the Final Order of Condemnation had in the local Superior Court, Case No. 69670, a certified copy of which was recorded October 7, 1957 in Book 3055 of Official Records, page 497; thence from said point of commencement along the exterior lines of said parcel, 3055 OR 497, South 32° 00' 40" West 333.16 feet and South 57° 59' 20" East 110 feet to the true point of beginning; thence from said true point of beginning continuing along said exterior lines South 57° 59' 20" East 108.80 feet and Southwesterly along the arc of a nontangent curve to the right having a radius of 430 feet an arc distance of 184.49 feet to a point which bears South 32° 00' 40" West from the true point of beginning; thence North 32° 00' 40" East, 147.39 feet to the true point of beginning. (Small Triangle Adj. to High School property near Union Oil Station).

PARCEL THREE

The 28 foot easement for ingress and egress reserved by Terra California in Grant deed dated July 1, 1969 and recorded July 17, 1969 in Book 5922 of Official Records, Page 323, Instrument No. 50859, Contra Costa County. (Easement thru Mutual No. 8)

PARCEL FOUR

That parcel of land described in the deed to Terra California, recorded December 10, 1970, in Book 6272, Page 326, Official Records.

EXCEPTING THEREFROM: That portion described in the deed to Golden Rain Foundation of Walnut Creek, as Trustee, recorded July 8, 1974, in Book 7258, Page 101, Official Records.

PARCEL FIVE

The rights of way and rights as reserved in the deed from Terra California, a corporation, recorded June 20, 1974, in Book 7254, Page 68, Official Records. (See encumbrance No. 53 herein)

PARCEL SIX

A right of way for soil embankment and subdrainage purposes as reserved in the deed from Terra California, recorded July 8, 1974, in Book 7268, Page 101, Official Records. (See property exception No. 82 herein)

PARCEL SEVEN

That portion of Rossmoor Parkway, as described in the deed recorded August 27, 1974, in Book 7308, Page 313, Official Records.

PARCEL EIGHT

All that parcel of land described in the deed recorded September 19, 1974, in Book 7326, Page 165, Official Records.

PARCEL NINE

An easement to be used in common with others, for ingress and egress, public utilities, and for all purposes incidental thereto, including but not limited to, the construction, installation, replacement, repair, maintenance, operation and use of all necessary or desirable roadways, sidewalks and conduits over all those areas designated Golden Rain Road, Tice Creek Drive, Rockledge Land, Oakmont Way, Crescent Circle, and Oakmont Drive, all as shown on those certain Record of Survey Maps, filed February 13, 1964, in License Survey Map Book 25, at Pages 48, 49 and 50, in the office of the County Recorder of said county, and Tice Creek Drive, Crescent Circle, Running Springs Road, as shown on that certain Record of Survey Map, filed March 11, 1964, in License Survey

Map, Book 26, at page 36, in the office of the County Recorder of said County, Tice Creek Drive, Leisure Lane and Stanley Dollar Drive, as shown on that certain Record of Survey Map, filed April 8, 1964, in License Survey Map Book 27, at page 7, in the office of the County Recorder of said county, Golden Rain Road, Pine Knoll Drive and Oakmont Drive, as shown on that certain record of Survey Map, filed May 15, 1964, in License Survey Map Book 27, at Page 43 and 44, in the office of the County Recorder of said county, Pine Knoll Drive as shown on that certain Record of Survey Map, filed August 5, 1964, in License Survey Map Book 29, at Page 20, in the office of the County Recorder of said county, upper Golden Rain Road and lower Golden Rain Road, as shown on that certain Record of Survey Map, filed September 10, 1964, in License Survey Map Book 30, at Page 19, in the Office of the County Recorder of said County, Golden Rain Road, as shown on that certain Record of Survey Map, filed April 1, 1965, in License Survey Map Book 33, at Page 40, in the office of the County Recorder of said county, Golden Rain Road, as shown on that certain Record of Survey Map, filed April 1, 1965, in License Survey Map Book 33, at Page 41, in the office of the County Recorder of said county, Tice Creek Drive and singing Wood Court, as shown on that certain Record of Survey Map, filed December 17, 1965, in License Survey Map Book 38, at Page 58, in the Office of the County Recorder of said County, Canyonwood Court and Tice Creek Drive, as shown on that certain Record of Survey Map, filed March 9, 1966, in License Survey Map Book 40, at Page 34, in the office of the County Recorder of said County, Ptarmigan Drive and Tice Creek Drive as shown on that certain Record of Survey Map, filed April 27, 1966, in License Survey Map Book 42, at Page 5, in the Office of the County Recorder of said County, Tice Creek Drive, as shown on that certain Record of Survey Map, filed February 3, 1947, in License Survey Map Book 46, at page 37, in the office of the County Recorder of said county, all that portion of Rossmoor Parkway, as shown on the Record of Survey referred to above at Page 48, lying northwesterly of a line drawn North 63° 43' 45" East from the southern terminus of that certain curve concave to the South, having a radius of 24 feet, and forming the intersection of Golden Rain Road and Rossmoor Parkway, as shown on that certain Record of Survey Map, filed February 13, 1964, in License Survey Map Book 25, at Page 48, in the office of the County Recorder of said county, all that portion of Tice Creek Drive, as shown on that certain revised Parcel Map, filed June 28, 1968, in Book 4 of Parcel Maps, at page 13, Contra Costa County Records, lying northwesterly of the extension South 64° 03' 47" West of the southwestern line of Parcel 36, as shown on said Map, that portion of Tice Creek Drive, as shown on that certain revised Parcel Map, filed June 28, 1968, in Book 4 of Parcel Maps, at Page 13, Contra Costa County Records, lying southerly of the westerly prolongation of that northerly line of Parcel 37, as shown on said Map as having a bearing of North 64° 03' 47" East, that portion of Section ten, Township 1 South, Range 2 West, Mount Diablo Base and Meridian, described as follows:



Beginning at the intersection of the southwestern line of Parcel 37, with the southeastern line of Parcel 35, as said Parcels are shown on that certain revised Parcel Map, filed June 28, 1968, in Book 4 of Parcel Maps, at Page 13, Contra Costa County Records, running thence along said southeastern line, south  $28^{\circ}29'$  west 52 feet; thence from a tangent which bears south  $61^{\circ}31'$  east, on the arc of a curve to the left, having a radius of 626 feet; through a central angle of  $5^{\circ}22'$ , a distance of 58.63 feet; thence North  $23^{\circ}07'$  east 52 feet to said southwestern line of Parcel 37; and thence along the last named line, from a tangent which bears North  $66^{\circ}53'$  West, on the arc of a curve to the right having a radius of 574 feet, concentric with the aforementioned curve having a radius of 626 feet, through a central angle of  $5^{\circ}22'$ , a distance of 53.76 feet to the point of beginning, all that certain area designated as Skycrest Drive, as shown on that certain Parcel Map, filed October 28, 1968, in Book 6 of Parcel Maps, at Page 12, Contra Costa County Records, all that certain area designated as Skycrest Drive, as shown on that certain Map of "Subdivision 3916, City of Walnut Creek, Contra Costa County, California", filed July 15, 1969, in Book 127 of Maps, Pages 8 and 9, in the office of the County Recorder of Contra Costa County, all that certain area designated as Skycrest Drive, as shown on that certain Map of "Subdivision 3962, City of Walnut Creek, Contra Costa County, California", filed September 24, 1969, in Book 128 of Maps, Pages 15 and 16, in the Office of the County Recorder of Contra Costa County, and all that certain area designated as Tice Creek Drive and Stony Hill Way now Avenida Sevilla as said Drive and Way are shown on that certain Map of "Subdivision 3960, City of Walnut Creek, Contra Costa County, California", filed November 18, 1969, in Book 129 of Maps, Pages 15 and 16 in the Office of the County Recorder of Contra Costa County, and all that certain area designated as Ptarmigan Drive, as shown on that certain Map of "Subdivision 4008", filed July 1, 1970, in Book 131 of Maps, Pages 35, 36 and 37, in the office of the County Recorder of Contra Costa County, and all that certain area designated as Ptarmigan Drive, as shown on that certain Map of "Subdivision 4128", filed May 5, 1971, in Book 136 of Maps, Pages 47, 48 and 49, in the office of the County Recorder of Contra Costa County, and all that certain area designated as Ptarmigan Drive, as shown on that certain Map of "Subdivision 4213", filed November 3, 1971, in Book 141 of Maps, Pages 28, 29 and 30, in the office of the County Recorder of Contra Costa County and all that certain area designated as Ptarmigan Drive, as shown on that certain Map of "Subdivision 4297", filed July 6, 1972, in Book 148 of Maps, Pages 7, 8 and 9, in the Office of the County Recorder of Contra Costa County, and all that certain area designated as Terra Granada Drive, as shown on that certain Map of "Subdivision 4431", filed March 22, 1973, in Book 166 of Maps, Pages 9, 10 and 11 in the office of the County Recorder of Contra Costa County, and all that certain area designated Rossmoor Parkway, Terra California Drive and Cactus Court, as shown on that certain Map of "Subdivision 4436 (Mutual 36)", filed July 19, 1973, in Book 160 of Maps, Pages 23, 24 and 25, in the office of the County Recorder of Contra Costa County and all that certain area designated Terra California Drive and Cactus Court, as shown on that certain Map of "Subdivision 4511 (Mutual 37)", filed September 21, 1975, in Book 163 of Maps, Pages 28, 29 and 30, in the office of the County Recorder of Contra Costa County, and Terra California Drive, as shown on that certain Map of "Subdivision 4553 (Mutual No. 38)", filed January 25, 1974 in Book 166 of Maps, Pages 30, 31 and 32, in the office of the County Recorder of Contra Costa County, and all those certain areas designated as Terra California Drive and Commonwealth Drive, as shown on that certain map of "Subdivision 4526 (Mutual No. 39)", filed May 22, 1969, in Book 169 of Maps, Pages 20, 21 and 22 in the office of the County Recorder of Contra Costa County, all those certain areas designated as Commonwealth Drive, Terra California Drive and Rossmoor Parkway, as shown on that certain map of "Subdivision 4639 (Mutual No. 40)", filed August 27, 1974, in Book 172 of Maps, Pages 43, 44, 45 and 46 in the office of the County Recorder of Contra Costa County, all those certain areas designated as (existing) Sakland Indian Drive and (existing) Terra California Drive,

PARCEL NINE (CONTINUED)

1340 144

as shown on that certain map of "Subdivision 4706 (Mutual No. 41)" filed June 25, 1975, in Book 179 of Maps, Pages 6, 7 and 8 in the office of the Recorder of Contra Costa County, all that certain area designated as Terra California Drive, as shown on that certain map of "Subdivision 4728 (Mutual No. 42)" filed January 22, 1976, in Book 181 of Maps, Pages 42, 43 and 44 in the office of the County Recorder of Contra Costa County, all that certain area designated as Saklan Indian Drive, as shown on that certain map of "Subdivision 4985 (Mutual No. 43)" filed May 5, 1977, in Book 196 of Maps, Pages 15, 16 and 17 in the office of the County Recorder of Contra Costa County, all that certain area designated as Rossmoor Parkway, as shown on the map of "Subdivision 4817 (Mutual No. 44)" filed April 21, 1976, in Book 183 of Maps, Pages 38, 39 and 40 in the office of the County Recorder of Contra Costa County, all that certain area designated as Rossmoor Parkway, as shown on that certain map of "Subdivision 4850 (Mutual No. 45)" filed October 13, 1976, in Book 190 of Maps, Pages 34, 35, 36 and 37 in the office of the County Recorder of Contra Costa County, all that certain area designated as Avenida Sevilla, as shown on that certain map of "Subdivision 4928 (Mutual No. 46)" filed March 28, 1977, in Book 195 of Maps, Pages 7, 8 and 9 in the office of the County Recorder of Contra Costa County, all that certain area designated as Terra Granada Drive, as shown on that certain map of "Subdivision 5061 (Mutual 47)" filed August 23, 1977, in Book 201 of Maps, Pages 26, 27, 28 and 29 in the office of the County Recorder of Contra Costa County and all that certain area designated as Terra Granada Drive, as shown on that certain map of "Subdivision 4414 (Mutual No. 43)" filed May 24, 1973, in Book 157 of Maps, Pages 39, 40 and 41 in the office of the County Recorder of Contra Costa County.

EXCEPTING FROM PARCELS ONE THROUGH NINE:

The mineral rights as reserved in the Quitclaim deed from Rossmoor Corporation recorded May 17, 1968, in Book 5626, Page 879, Official Records, to wit: "All easements and rights of way and all other rights and interests previously reserved by Grantor (excepting all minerals, oil, gas, petroleum, naphtha and other hydrocarbon substances lying in or under or that may be produced from said land below a depth of 500 feet (Measured vertically) below the present surface of said land, together with all necessary and convenient rights to explore for, develop, produce, extract and take the same, including the exclusive right to directionally drill into and through said land from other lands and into the subsurface of other lands, all subject to however, to the conditions and limitations that, in that enjoyment of the interest hereby reserved, the Grantor, its successors and assigns may not enter upon the surface of said land, nor upon the subsurface thereof above a depth of 500 feet (measured vertically) below the present surface of said land, all as previously reserved by Grantor)".

PARCEL TEN

All that certain parcel of land described in the deed to Terra California, a California corporation, recorded June 25, 1975 in Book 7540, Page 148, Official Records.

EXHIBIT C

500-13410-145

PARKING ASSIGNMENTS

MUTUAL 53 - LOT 2

TRACT 6701

<u>UNIT NUMBER</u>	<u>GARAGE</u>
5309-1A	5309-G1A
5309-1B	5309-G1B
5309-2A	5309-G2A
5309-2B	5309-G2B
5309-3A	5309-G3A
5309-3B	5309-G3B
5310-1A	5310-G1A
5310-1B	5310-G1B
5310-2A	5310-G2A
5310-2B	5310-G2B
5310-3A	5310-G3A
5310-3B	5310-G3B
5311-1A	5311-G1A
5311-1B	5311-G1B
5311-2A	5311-G2A
5311-2B	5311-G2B
5311-3A	5311-G3A
5311-3B	5311-G3B
5312-1A	5312-G1A
5312-1B	5312-G1B
5312-2A	5312-G2A
5312-2B	5312-G2B
5313-1A	5313-G1A
5313-1B	5313-G1B
5313-2A	5313-G2A
5313-2B	5313-G2B
5313-3A	5313-G3A
5313-3B	5313-G3B
5313-4A	5313-G4A
5313-4B	5313-G4B

UNASSIGNED CARPORTS

53P06	C-19
53P06	C-20
53P06	C-21
53P06	C-22
53P06	C-23
53P06	C-24
53P07	C-25
53P07	C-26
53P07	C-27
53P07	C-28
53P08	C-29
53P08	C-30

6/13/66

BOOK 13400 PAGE 146

CONSENT AND SUBORDINATION

Lot 2

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, as  
beneficiary, under the Deed of Trust executed by  
TERRA CALIFORNIA, in favor of FIRST FEDERAL  
SAVINGS AND LOAN ASSOCIATION, as beneficiary, recorded  
April 30, 19 84, in Book 11765, Page 186

Contra Costa County Records, hereby subordinates the lien of said  
Deed of Trust to, and consents to and joint in the execution of, the  
foregoing Declaration of Restrictions.

DATED: 8/25/86

MerBank, a Federal Savings Bank,  
formerly known as FIRST FEDERAL SAVINGS  
AND LOAN ASSOCIATION OF ARIZONA

BY: *John Allen*

BOOK 13400 PAGE 147

State of Arizona    )  
                          ) ss:  
County of Maricopa )

On this the 20 day of August, 1985, before me,  
the undersigned Notary Public, personally appeared Jack Allen  
who acknowledged himself to be the Vice President of HERA Bank,  
a Federal Savings Bank, and that he as such officer being authorized  
so to do, executed the foregoing instrument for the purposes therein  
contained, by signing the name of the Lender by himself as such  
officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My commission expires:

On or before August 12, 1989

Caroline A. Cleaver

BOOK 13400 PAGE 148

CONSENT AND SUBORDINATION

Lot 2

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as

beneficiary, under the Deed of Trust executed by UDC-UNIVERSAL

DEVELOPMENT L.P., in favor of AMERICAN NATIONAL

BANK AND TRUST COMPANY OF CHICAGO, as beneficiary, recorded

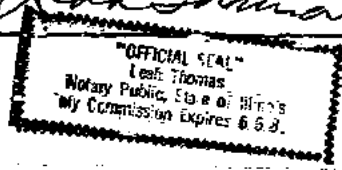
January 24, 19 86, in book 12720, Page 10

Contra Costa County Records, hereby subordinates the lien of said Deed of Trust to, and consents to and joint in the execution of, the foregoing Declaration of Restrictions.

DATED: 9/5/86

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

BY: [Signature]  
[Signature]



CONSENT AND SUBORDINATION

53-B

DUPLICATE 13:00 149

FIRST INTERSTATE BANK OF CALIFORNIA, as  
beneficiary, under the Deed of Trust executed by  
TERRA CALIFORNIA, in favor of FIRST INTERSTATE  
BANK OF CALIFORNIA, as beneficiary, recorded  
April 27, 19 84, in Book 11762, Page 382

Contra Costa County Records, hereby subordinates the lien of said  
Deed of Trust to, and consents to and joint in the execution of, the  
foregoing Declaration of Restrictions.

DATED: 10-25-86

FIRST INTERSTATE BANK OF CALIFORNIA,  
a California corporation

[Signature]  
B. Nakada, AVP

3002 (1/83) - (Corporation) First American Title Insurance Company

STATE OF CALIFORNIA  
COUNTY OF Los Angeles  
On October 24, 1986 before me, the undersigned, a Notary Public in and for  
said State, personally appeared R. R. Schroll and  
B. Nakada, personally known to me (or proved to me on the  
basis of satisfactory evidence) to be the persons who executed the within instrument as  
Vice President and Assistant Vice President on behalf of First  
Interstate Bank of California

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.  
WITNESS my hand and official seal.



Signature [Signature]  
RHONDA ROWLANDS

(This area for official notarial seal)

BOOK 13400 PAGE 150

**CONSENT AND SUBORDINATION**

Lot 2

THE VALLEY NATIONAL BANK OF ARIZONA, as  
beneficiary, under the Deed of Trust executed by UDC-UNIVERSAL DEVELOPMENT  
and Terra California limited, in favor of \_\_\_\_\_

THE VALLEY NATIONAL BANK OF ARIZONA, as beneficiary, recorded  
September 17, 19 86, in Book \_\_\_\_\_, Page \_\_\_\_\_

Contra Costa County Records, hereby subordinates the lien of said  
Deed of Trust to, and consents to and joint in the execution of, the  
foregoing Declaration of Restrictions.

DATED: 10/14/86

THE VALLEY NATIONAL BANK OF ARIZONA

BY: *Dorothy P. Wilmot*  
Dorothy P. Wilmot  
Its: Vice President  
BY: \_\_\_\_\_

State of Arizona  
County of Maricopa

The foregoing instrument was acknowledged before me this 14th day  
of October, 1986, by Dorothy P. Wilmot, a Vice President of The Valley National  
Bank of Arizona, a national banking association, on behalf of the association.

In witness whereof, I hereto set L. hand and official seal.

My Commission Expires July 31, 1987.

*Shirley L. Johnson*  
Notary Public