



**ROSSMOOR**  
WALNUT CREEK

**Fifth Walnut Creek Mutual**  
**Covenants, Conditions and Restrictions**  
**Project 46**

**If this document contains any restrictions on race, color, religion, sex, sexual orientation, familial status, marital status, disability, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.**

Recording Requested By &  
When Recorded Return To:

**THIRD WALNUT CREEK MUTUAL**  
[SUCCESSOR TO WALNUT CREEK MUTUAL NO. F]  
c/o ANGIUS & TERRY LLP  
P.O. Box 8077  
Walnut Creek, CA 94596  
925/939-9933

  
**CONTRA COSTA Co Recorder Office**  
**STEPHEN L. WEIR, Clerk-Recorder**  
**DOC- 2001-0308328-00**

Check Number  
**Friday, OCT 12, 2001 09:23:38**  
MIC \$1.00 MOD \$4.00 REC \$8.00  
TCF \$3.00  
Ttl Pd \$16.00

Nbr-0000564247  
lrc/RS/1-4

---

**FIRST AMENDMENT TO THE AGREEMENT ESTABLISHING COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
Third Walnut Creek Mutual - Project No. Forty-Six  
[Previously Known as Walnut Creek Mutual No. Forty-Six]**

---

This Document is being recorded to remove provisions in compliance with  
Civil Code Section 1352.5 and Government Code Sections 12955 and 12956.1

4. **SIGNS:** No signs of any character shall be erected, posted, pasted, or displayed upon or about any lot or building or improvement constructed on any lot of the real property subject hereto except for such signs as may be displayed in accordance with California Civil Code Section 712.

Notwithstanding the foregoing, it is understood that the provisions of paragraph 4 shall not prevent the construction and temporary maintenance on any part of the property subject hereto of an office or offices to be used solely by the duly authorized selling agent of residential units constructed or to be constructed on said property; likewise, the owner and the duly authorized selling agent of any of the property subject hereto or of residential units constructed hereon shall be permitted to display signs advertising the sale of said property and residential dwelling units and directional and other signs related to the development and sale of the property subject hereto and to erect and use such construction fences, offices, yards and other proper structures as are required during the period of construction.

5. **NUISANCES:** No noxious or offensive trade or activity shall be carried on in any structures located on the property subject hereto or within the confines of such property nor shall anything be done thereon or therein which may be or become an annoyance or nuisance to owners or occupants of the property subject hereto or to the Foundation, the Mutuals, or users of and residents upon the real property of the Foundation and the Mutuals described in Exhibit B hereto.

6. **LIVESTOCK-POULTRY AND PETS:** The maintenance, keeping, boarding and/or raising of animals, livestock or poultry of any kind regardless of number or quantity shall be and is hereby prohibited on the property subject hereto and in any structure thereon except that this shall not prohibit the keeping of dogs, cats or caged-type birds as domestic pets provided, however, that not exceeding a total of two (2) such domestic pets may be maintained in any dwelling unit at any one time.

7. **TEMPORARY USE AND STRUCTURES:** No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any of the property subject hereto at any time as a residence either temporarily or permanently.

8. **OCCUPANCY:** The property subject hereto shall be used, occupied and developed only for private residential purposes, and the temporary uses to which reference is made in paragraph 9.

A. No person shall reside in or occupy any residence or dwelling on the property subject hereto except

(1) Natural persons [ **TEXT OMITTED** ] for whom payment for membership fee and current dues, charges, and assessments of the Foundation are not delinquent and who comply with the By-Laws, Rules and Regulations of the Foundation as they now exist or from time to time are adopted; and

(2) Members of the immediate family of the persons listed in subparagraph (1) above who may be permitted temporary occupancy by the Foundation under its Rules and Regulations as they now exist or are from time to time adopted.

B. In the event a residential unit is occupied by one not the owner thereof, both the owner and the occupant shall be personally liable, jointly and severally, for the dues, charges and assessments of the Foundation.

C. [ TEXT OMITTED ]

9. NON-RESIDENTIAL USES: No professional, commercial, or industrial uses of any kind shall be conducted or permitted in or upon any of the property subject hereto except temporary uses related to or required in connection with the development and sale for residential purposes of the property subject hereto. In no event shall any temporary use be conducted or permitted for more than three (3) years, without the written consent of the Foundation.

10. VEHICLES: No vehicles other than golf carts, passenger automobiles and station wagons shall be parked or stored upon any property subject hereto except in areas, if any, which may be designated exclusively for the parking or storage of vehicles other than golf carts, passenger automobiles and station wagons. No vehicle shall be repaired or rebuilt on any of the property subject hereto.

11. MAINTENANCE LIEN: All property subject hereto shall be landscaped, planted and maintained and the exteriors of all structures on the property subject hereto shall be repaired and maintained to the level and standard that is established from time to time by and for the property and structures of Foundation and Mutuals situate on the real property described in Exhibit B.

In the event the owner of any property covered hereby fails to landscape, plant, repair and maintain said property to such level and standard, Foundation, in addition to any other remedy, may perform or cause performance of such work as may be required to achieve and maintain the appropriate standard and level and the cost thereof shall be immediately due and payable in full from such owner to Foundation, and interest shall accrue on such sum at ten percent (10%) per annum until payment. Said sum with interest shall be a charge and continuing lien on the land of such owner and, in addition, shall be a personal obligation of such owner. Foundation shall be entitled to reasonable attorneys' fees and its costs in establishing said lien and in enforcing such personal liability pursuant to arbitration, as hereinafter provided, and in enforcing any arbitration award, including the foreclosure thereof. The charge and lien for which provision is made in this paragraph 11 shall be subordinate to the lien of any mortgage or mortgages, but no foreclosure of any mortgage or mortgages shall relieve the property subject hereto or the owner thereof of any charge or lien thereafter arising.

Any disagreement or controversy between an Owner and Foundation with respect to the interpretation or application of this Paragraph 11 or the obligations of such Owner thereunder shall be determined by arbitration. Arbitration may be requested by either Foundation or an Owner, and shall be conducted at Walnut Creek, California under the jurisdiction of and pursuant to the rules of the American Arbitration Association. Foundation, at least thirty (30) days prior to any request by it for arbitration, shall notify in writing the owner or owners against whom it proposes to seek arbitration, stating the issues to be raised by it in such arbitration.

12. ADDITIONAL PROPERTIES: Additional properties may be annexed to the property described in Exhibit A hereto and thus become a part of the property covered hereby by written instrument executed by the owner or owners of such property and by the Foundation recorded in the Office of the County Recorder of Contra Costa County, California, and referring to the book and page at which this agreement is herein executed.

## CERTIFICATION

We, the undersigned, hereby certify, under penalty of perjury pursuant to the laws of the State of California, that this Amendment to "Agreement Establishing Covenants, Conditions and Restrictions" for Third Walnut Creek Mutual's Project Forty-Six" (the Agreement was recorded on July 1, 1977), was adopted in accordance with Civil Code Section 1352.5 and Government Code Sections 12955 and 12956.1, and duly approved and adopted by the Board of Directors for Third Walnut Creek Mutual and Golden Rain Foundation.

THIRD WALNUT CREEK MUTUAL

By:

Anthony E. LeCra  
(Signature)

ANTHONY E. LeCRA  
(Print Name)

President or Secretary of the Mutual

(Title)

Date: January 12, 2001

GOLDEN RAIN FOUNDATION

By:

Joanna MacCulland  
(Signature)

JOANNA MacCULLAND  
(Print Name)

President or Secretary of Golden Rain Foundation

(Title)

Date: July 30, 2001

STATE OF CALIFORNIA

COUNTY OF

Contra Costa

ss.

On 1-12-01, before me, Notary Public, personally appeared Anthony E. LeCra personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Elizabeth A. Huyck  
Notary's Signature



(SEAL)

STATE OF CALIFORNIA

COUNTY OF

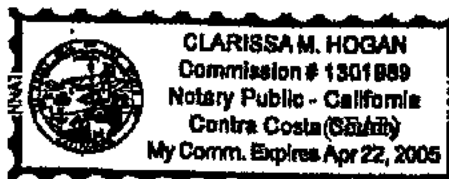
Contra Costa

ss.

On 7-30-01, before me, Notary Public, personally appeared Joanna MacCulland personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Clarissa M. Hogan  
Notary's Signature



**PROJECT FORTY-SIX**

**THIRD WALNUT CREEK MUTUAL**

**DECLARATION OF  
COVENANTS, CONDITIONS & RESTRICTIONS**

The Declaration of Covenants, Conditions and Restrictions were recorded on July 1, 1977 in Book No. 8400 of Official Records of Contra Costa County, Page No. 127.

**AGREEMENT ESTABLISHING  
COVENANTS, CONDITIONS & RESTRICTIONS**

The Agreement Establishing Covenants, Conditions and Restrictions were recorded on July 1, 1977 in Book No. 8400 of Official Records of Contra Costa County, Page No. 112.

PLEASE RETURN TO:  
TITHE INSURANCE AND TRUST CO.  
1700 Webster St.  
Oakland, CA 94612

RECORDED  
JULY 1, 1977  
BOOK 8400 PAGE 127  
CONTRA COSTA COUNTY RECORDS

Attn: Stephen Brown  
OK-258766

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

WHEREAS, Declarant, Terra California, 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

CERTIFIED TO BE A TRUE AND  
EXACT COPY OF THE ORIGINAL  
Title Insurance and Trust Company  
By S. Brown

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. Forty-six.
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.
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 Terra California, a California corporation, or its successors in interest.
9. "Foundation" means the Golden Rain Foundation of Walnut Creek, a California non-profit corporation.



10. "Limited 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 Limited 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 3.

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. Forty-six, 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 persons, 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 as 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 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 148 condominium living units together with their accompanying common area in the first increment of the Development to which these covenants, conditions 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 "unit" as defined in Section 1350 (2) 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 designated in Section 1353 of the Civil Code; provided that all doors and windows of a Unit and all fixtures and utility installations located within a Unit including without limitation hot water heaters, space heaters and kitchen, bathroom and lighting fixtures, and all air conditioning 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 (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 45 may reside in a Unit.

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 Limited 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 the 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 that 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.

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 a 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 VIII 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 Area. 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

##### 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 and operation of the Project. Subject to the provisions of the Articles of Incorporation and By-Laws of the Mutual and these Restrictions, the powers of the Mutual shall include but not necessarily be limited to the specific acts hereinafter enumerated or as set forth in California Civil Code Section 1355 (b), subsections 1 through 9.

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 Units, 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 Areas (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 planting for the Common Areas as the Mutual shall determine are necessary or proper.

(h) Legal and accounting services necessary or proper in connection with the 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 Project or 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.

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, easements 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 of 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 8 of Article X.

#### ARTICLE VI

##### Limited Common Areas

The areas designated on the Plan for any Project as a balcony, patio, garage or carport are Limited 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. Limited 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 and carports in accordance with the provisions of Exhibit C, subject to the right of the Mutual to enter for purposes of maintenance and repair.

#### 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 or 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 to be 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 (i) hereof.

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 made pursuant to this article to the Board in equal monthly installments 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 ten (10) days after it is due, the Owner may be required by the Mutual to pay a late payment charge of five percent (5%) of the amount of the assessment.

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 attorneys' 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 1356 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 1356 of the Civil Code and as otherwise provided by law. A certificate executed and acknowledged by the Mutual, stating the indebtedness owing from any Owner to 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).

#### ARTICLE VIII

##### Architactural 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 or entities shall install, erect, attach, apply, paste, hinge, screw, nail, build or construct any lighting, shades, screens, awnings, patio covers, decorations, fences, aerials, 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 walls, 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, aerials, antennas, radio or television broadcasting or receiving devices, or other structures of any kind, on the Project, except for such walkways, fences, lighting, decorations, aerials, 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 structure, 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 even date herewith on book 8400, page 112, 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, at 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 Sections 1 and 2 above may be extended to Mortgages not otherwise entitled thereto.

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 re-entry 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) of 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) of 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) 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 (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) 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 \$125,000; and the total proceeds are \$125,000; then the amount of proceeds applicable to the 50% destroyed building would be \$37,500, and the amount applicable to the 100% destroyed building would be \$87,500).

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 Procedure 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 subsection (b) (9) of Section 1355 of the Civil Code 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.

#### ARTICLE XI

##### 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 or any other cause. There shall be valid easements for the maintenance of said encroachments so long as they shall 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

##### 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 XIII

#### 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.

### ARTICLE XIV

#### 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 by such Owner to the Mutual for the purpose of service of such notices, or to the Unit of such Owner if no address has been 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.

#### ARTICLE XV

##### 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 on 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 deed restrictions recorded at page 87, of book 5627 of the Official Records of the Recorder of Contra Costa County.

ARTICLE XVI

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 XVI

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 effect 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 25th  
day of May, 19 77.

TERRA CALIFORNIA, a  
California corporation.

By David B. Wood  
President.

By Lynn E. White  
Assistant Secretary

TO AND BY  
(Corporation).

(TI)

STATE OF CALIFORNIA  
COUNTY OF Contra Costa } SS.

On May 25, 1977  
State, personally appeared David B. Wood before me, the undersigned, a Notary Public in and for said

known to me to be the President, and Lynn E. White

known to me to be the Asst. 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

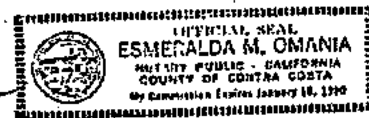
of directors.

WITNESS my hand and official seal.

Signature Esmeralda M. Omania

Esmeralda M. Omania

Name (Typed or Printed)



(This space for official notarial seal)

EXHIBIT "A"

LOT 1, SUBDIVISION 4928, AS SHOWN ON THE MAP OF "SUBDIVISION 4928 (MUTUAL 46), CITY OF WALNUT CREEK, CONTRA COSTA COUNTY, CALIFORNIA", 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.

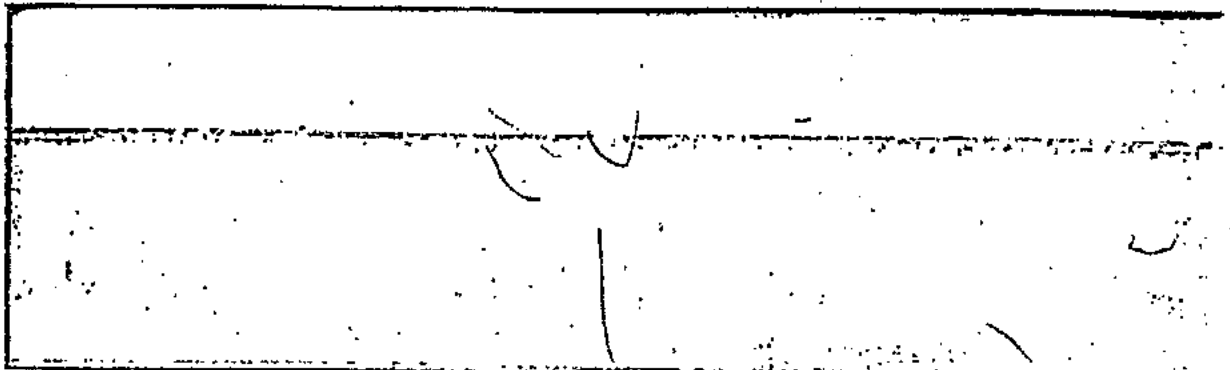


EXHIBIT "B"

REAL PROPERTY IN THE CITY OF WALNUT CREEK, COUNTY OF CONTRA COSTA,  
STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 1:

PORTION OF THE RANCHO SAN RAMON; LOTS 1, 3, 7 AND A PORTION OF LOTS 2, 5 AND 6 IN SECTION 33, TOWNSHIP 1 NORTH, RANGE 2 WEST, MOUNT DIABLO BASE AND MERIDIAN; PORTION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 2; PORTION OF LOT 1 SECTION 2; LOT 1, 2, 3, 4, 5 AND 6; THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 3; LOTS 3, 4, 5, 6, 9, 14 AND A PORTION OF LOTS 18, 20, 15, 19, 21 AND 22 OF SECTION 4; LOT 6 IN SECTION 9; LOTS 3 AND 6; PORTION OF LOTS 7, 9 AND 12; PORTION OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4; SOUTHEAST 1/4 OF THE SOUTHEAST 1/4; NORTH 1/2 OF THE SOUTHEAST 1/4; EAST 1/2 OF THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 OF SECTION 10; SOUTHWEST 1/4 AND A PORTION OF THE NORTHWEST 1/4 OF SECTION 11; NORTHWEST 1/4 OF SECTION 14; AND A PORTION OF THE NORTHEAST 1/4 OF SECTION 15, ALL IN TOWNSHIP 1 SOUTH, RANGE 2 WEST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 28, AS SHOWN ON THE MAP OF DEWING PARK, FILED JULY 24, 1913, IN BOOK 10 OF MAPS, PAGE 242, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, AT THE NORTHEAST CORNER OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM R. W. KINNEY, ET UX, TO ANNA C. SERPA, DATED SEPTEMBER 27, 1924, RECORDED OCTOBER 6, 1924, IN BOOK 473 OF DEEDS, PAGE 411; THENCE FROM SAID POINT OF BEGINNING ALONG THE EXTERIOR LINES OF SAID SERPA PARCEL, 473 D 411, AS FOLLOWS: SOUTH 22° 00' EAST, 330.60 FEET; SOUTH 88° 27' WEST, 782.33 FEET; AND NORTH 1° 33' WEST 15 FEET TO ITS INTERSECTION WITH A SOUTHERN LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM R. W. KINNEY TO CLYDE O. SWEET, DATED JUNE 8, 1944, RECORDED JUNE 21, 1944, IN BOOK 786 OF OFFICIAL RECORDS, PAGE 234; THENCE ALONG THE EXTERIOR LINE OF SAID SWEET PARCEL, 786 OR 234, AS FOLLOWS: NORTH 78° 40' WEST, 103.01 FEET; NORTH 79° 04' 55" WEST, 111.89 FEET; NORTH 72° 08' WEST, 190.38 FEET; NORTH 67° 35' 25" WEST, 174.26 FEET; NORTH 57° 31' WEST, 122.89 FEET; SOUTH 71° 25' 30" WEST, 100.45 FEET; SOUTH 79° 22' 40" WEST, 91.31 FEET; NORTH 88° 16' 20" WEST 76.08 FEET; NORTH 84° 53' 15" WEST, 79.62 FEET; NORTH 69° 43' 35" WEST, 121.20 FEET; SOUTH 76° 15' 15" WEST, 108.32 FEET; NORTH 82° 19' 25" WEST, 143.79 FEET; NORTH 84° 32' 40" WEST, 110.22 FEET; NORTH 50° 16' 50" WEST, 171.54 FEET; NORTH 61° 09' 55" WEST, 70.97 FEET; SOUTH 86° 03' 40" WEST, 218.14 FEET; SOUTH 65° 22' 45" WEST, 181.29 FEET; NORTH 65° 02' 40" WEST, 85.27 FEET; NORTH 73° 56' 40" WEST, 173.93 FEET; NORTH 88° 10' 05" WEST, 123.31 FEET; NORTH 59° 00' 40" WEST, 143.79 FEET; SOUTH 72° 13' 25" WEST, 118.82 FEET; NORTH 61° 46' 55" WEST, 125.09 FEET; NORTH 57° 07' 50" WEST, 183.45 FEET; NORTH 9° 25' 15" EAST, 108.95 FEET; NORTH 4° 26' 50" EAST, 76.23 FEET; NORTH 27° 20' 10" WEST, 155.15 FEET; NORTH 25° 43' WEST, 212.90 FEET; NORTH 43° 47' 55" WEST, 178.10 FEET; NORTH 30° 51' 30" WEST, 115.12 FEET; NORTH 45° 23' 35" WEST, 190.19 FEET; NORTH 18° 19' 25" WEST, 119.21 FEET; NORTH 40° 12' WEST, 220.02 FEET; NORTH 29° 37' 05" WEST, 85.71 FEET; AND NORTH 20° 40' 40" WEST, 91.00 FEET TO THE NORTHWESTERN LINE OF THAT 46 ACRE PARCEL OF LAND DESCRIBED AS PARCEL 2 IN THE DEED FROM CLARISSA E. WHITCOMB, ET AL, TO R. W. KINNEY, DATED OCTOBER 18, 1907, RECORDED DECEMBER 20, 1907, IN BOOK 131 OF DEEDS, PAGE 494; THENCE ALONG SAID NORTHWESTERN LINE, SOUTH 43° 11' WEST TO ITS INTERSECTION WITH THE NORTH BOUNDARY OF TOWNSHIP 1 SOUTH, RANGE 2 WEST; THENCE

NORTH 88° 20' EAST ALONG SAID NORTH BOUNDARY TO ITS INTERSECTION WITH A WEST LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM TICE VALLEY RANCH, A CORPORATION, TO EAST BAY MUNICIPAL UTILITY DISTRICT, A PUBLIC CORPORATION, DATED SEPTEMBER 20, 1949, RECORDED NOVEMBER 25, 1949, IN BOOK 1466 OF OFFICIAL RECORDS, PAGE 409; THENCE ALONG THE EXTERIOR LINES OF SAID EAST BAY MUNICIPAL UTILITY DISTRICT PARCEL, 1466 OR 409, AS FOLLOWS: NORTH 1° 40' 00" WEST, 120.00 FEET; NORTH 53° 35' 00" WEST, 140.00 FEET TO A POINT FROM WHICH THE CENTER OF A 40 FOOT RADIUS CIRCLE BEARS NORTH 40° 07' 00" WEST, NORTHEASTERLY, NORTHERLY AND NORTHWESTERLY ALONG THE ARC OF LAST NAMED CIRCLE TO THE LEFT, A DISTANCE ON SAID ARC OF 86.19 FEET TO A POINT FROM WHICH THE CENTER OF SAID CIRCLE BEARS SOUTH 16° 25' 23" WEST, NORTH 57° 14' 00" EAST, 260.00 FEET; NORTH 88° 20' 00" EAST, 300.00 FEET; AND SOUTH 1° 40' 00" EAST, 410.00 FEET TO SAID NORTH BOUNDARY OF TOWNSHIP 1 SOUTH, RANGE 2 WEST; THENCE NORTH 88° 20' EAST ALONG SAID NORTH BOUNDARY TO A POINT THAT BEARS SOUTH 88° 20' WEST, 2613.60 FEET FROM THE CORNER COMMON TO SECTIONS 33 AND 34, TOWNSHIP 1 NORTH, RANGE 2 WEST, MOUNT DIABLO BASE AND MERIDIAN, AND SECTIONS 3 AND 4, TOWNSHIP 1 SOUTH, RANGE 2 WEST, MOUNT DIABLO BASE AND MERIDIAN; THENCE ALONG THE WEST LINE OF SAID LOTS 3, 6, 14 AND A PORTION OF LOT 16, AS FOLLOWS: SOUTH 0° 45' EAST, 1122 FEET; SOUTH 2° WEST, 1102.20 FEET; EAST 92.40 FEET; SOUTH 37° 55' EAST, 1425.60 FEET; AND SOUTH 31° 29' 49" EAST, 391.41 FEET TO THE NORTHERLY TERMINUS OF THE COURSE AND DISTANCE GIVEN AS "NORTH 30° 37' 50" WEST, 801.94 FEET" IN THE DEED FROM GARTHWICK, INC., TO ESTAND, INC., RECORDED JUNE 4, 1956, IN BOOK 2779 OF OFFICIAL RECORDS, PAGE 266; THENCE ALONG THE LINE DESCRIBED IN SAID DEED, 2779 OR 266, AS FOLLOWS: SOUTH 30° 37' 50" EAST, 801.94 FEET; SOUTH 31° 33' 03" EAST, 606.96 FEET; SOUTH 21° 12' 40" EAST, 540.47 FEET; SOUTH 19° 45' 16" EAST, 438.23 FEET; AND SOUTH 20° 19' 45" EAST, 819.81 FEET TO THE SOUTHWEST CORNER OF LOT 22, SECTION 4, TOWNSHIP 1 SOUTH, RANGE 2 WEST, MOUNT DIABLO BASE AND MERIDIAN; THENCE ALONG THE WEST LINE OF LOT 6, SECTION 9, TOWNSHIP 1 SOUTH, RANGE 2 WEST, MOUNT DIABLO BASE AND MERIDIAN, AND ALONG THE WEST LINE OF LOTS 3, 6 AND 7, SECTION 10, TOWNSHIP 1 SOUTH, RANGE 2 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS FOLLOWS: SOUTH 21° 15' EAST TO AN ANGLE POINT IN SAID LOT 6, SECTION 9, SOUTH 18° 30' EAST, 2475 FEET; SOUTH 6° 15' EAST, 173.58 FEET; AND SOUTH 10° 51' WEST TO THE NORTHERN CORNER OF THE 47.49 ACRE PARCEL OF LAND DESCRIBED IN THE DEED FROM GERTRUDE FEIGENBAUM, ET AL, TO JOHN FLOUTI, DATED MAY 7, 1923, RECORDED MAY 17, 1923, IN BOOK 444 OF DEEDS, PAGE 9; THENCE ALONG THE EXTERIOR LINES OF SAID FLOUTI PARCEL, 444 OR 9, AS FOLLOWS: SOUTH 57° EAST, 1198 FEET; SOUTH 64° 10' EAST, 1299.1 FEET; AND SOUTH 44° 17' EAST, 1295 FEET TO THE SOUTH LINE OF SAID LOT 12, SECTION 10; THENCE EAST ALONG SAID SOUTH LINE TO THE WESTERN CORNER OF THE PARCEL OF LAND DESCRIBED AS PARCEL 2 IN THE DEED FROM MARIA M. KROPHELLER TO TICE VALLEY LAND CO., A CALIFORNIA CORPORATION, DATED JANUARY 15, 1934, RECORDED OCTOBER 31, 1934, IN BOOK 379 OF OFFICIAL RECORDS, PAGE 102; THENCE ALONG THE SOUTHWESTERN LINE OF SAID TICE VALLEY LAND CO. PARCEL, 379 OR 102, SOUTH 32° 50' EAST, 2113.20 FEET TO THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 14; THENCE ALONG SAID WEST LINE, SOUTH 1° 30' EAST, 1320 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 14; THENCE ALONG THE EXTERIOR LINES OF SAID NORTHWEST 1/4 OF SECTION 14, EAST TO THE SOUTHEAST CORNER THEREOF AND NORTH TO THE NORTHEAST CORNER THEREOF, ALSO BEING THE SOUTH 1/4 CORNER OF SAID SECTION 11; THENCE ALONG THE NORTH-SOUTH MIDSECTION LINE OF SECTION 11, NORTH 4923.08 FEET TO THE SOUTHERN CORNER OF THE PARCEL OF LAND DESCRIBED AS PARCEL 3 IN THE DEED FROM TICE VALLEY RANCH, A CORPORATION, TO JOHN O. MATTHIAS, ET UX, DATED MARCH 28, 1947, RECORDED APRIL 18, 1947, IN BOOK 1083

OF OFFICIAL RECORDS, PAGE 75; THENCE ALONG THE SOUTHWESTERN LINES OF SAID MATTHIAS PARCEL, AS FOLLOWS: NORTH 42° 22' 27" WEST, 53.25 FEET; NORTH 37° 36' 50" WEST, 59.87 FEET; NORTH 53° 30' 25" WEST, 116.7 FEET; NORTH 42° 34' 13" WEST, 51.61 FEET; NORTH 11° 06' 45" WEST, 78.96 FEET; NORTH 21° 32' 40" WEST, 48.46 FEET; NORTH 37° 10' 15" WEST, 22.10 FEET; AND NORTH 69° 42' 45" WEST, 30.42 FEET TO THE EASTERN CORNER OF THE PARCEL OF LAND DESCRIBED AS PARCEL 2 IN THE DEED FROM JOHN O. MATTHIAS, ET UX, TO TICE VALLEY RANCH, A CORPORATION, RECORDED APRIL 18, 1947, IN BOOK 1083 OF OFFICIAL RECORDS, PAGE 79; THENCE ALONG THE EXTERIOR LINES OF SAID TICE VALLEY RANCH PARCEL, 1083 OR 79, AS FOLLOWS: NORTH 85° 56' 25" WEST, 25.43 FEET; SOUTH 87° 26' 55" WEST, 45.45 FEET; SOUTH 86° 36' 25" WEST, 61.16 FEET; SOUTH 86° 52' 30" WEST, 79.96 FEET; SOUTH 87° 24' WEST, 72.99 FEET; SOUTH 87° 37' 05" WEST, 165.11 FEET; SOUTH 87° 23' 35" WEST, 101.6 FEET; AND SOUTH 86° 05' 30" WEST, 74.00 FEET TO THE EASTERN CORNER OF PARCEL 2, AS DESCRIBED IN SAID MATTHIAS DEED, 1083 OR 75; THENCE ALONG THE EXTERIOR LINES OF SAID PARCEL 2, AS FOLLOWS: SOUTH 86° 05' 30" WEST, 97.16 FEET AND SOUTH 88° 48' 12" WEST, 94.84 FEET TO THE LINE BETWEEN SAID SECTIONS 2 AND 11; THENCE WESTERLY ALONG SAID LINE TO THE EASTERN CORNER OF PARCEL 1, AS DESCRIBED IN SAID TICE VALLEY RANCH DEED, 1083 OR 79; THENCE ALONG THE EXTERIOR LINES OF SAID PARCEL, 1083 OR 79, AS FOLLOWS: SOUTH 88° 48' 12" WEST, 45.09 FEET; SOUTH 87° 45' 33" WEST, 116.65 FEET; NORTH 84° 39' 15" WEST, 48.78 FEET; NORTH 49° 28' 35" WEST, 122.27 FEET; AND NORTH 50° 38' 15" WEST, 279.99 FEET TO THE SOUTHERN CORNER OF PARCEL 1, AS DESCRIBED IN SAID MATTHIAS DEED, 1083 OR 75; THENCE ALONG THE EXTERIOR LINES OF SAID PARCEL 1, AS FOLLOWS: NORTH 50° 38' 15" WEST, 1.4 FEET; NORTH 12° 40' 15" WEST, 39.7 FEET; AND NORTH 0° 42' 15" EAST, 301.16 FEET TO THE WEST LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM AUGUST REUSCHO, ET UX, TO JOHN O. MATTHIAS, ET UX, DATED JULY 27, 1937, RECORDED JULY 28, 1937, IN BOOK 445 OF OFFICIAL RECORDS, PAGE 398; THENCE ALONG SAID WEST LINE, NORTH 1° 01' 27" WEST, 2099.43 FEET TO THE NORTHERN CORNER OF SAID MATTHIAS PARCEL, 445 OR 398, ALSO BEING A SOUTHERN LINE OF THE RANCHO SAN RAMON; THENCE NORTH 70° 50' WEST ALONG SAID RANCHO LINE TO THE MOST NORTHERLY CORNER OF SAID LOT 6, IN SECTION 3; THENCE NORTH 66° WEST ALONG THE SOUTH LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM MARY H. LLEWELLYN, ET AL, TO LAURA MC NAIR WILSON, DATED MAY 2, 1916, RECORDED MAY 6, 1916, IN BOOK 266 OF DEEDS, PAGE 378, TO THE SOUTHEAST CORNER OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM SAMUEL J. DAY, ET UX, TO MODESTA D. MURILLO, DATED FEBRUARY 15, 1921, RECORDED FEBRUARY 26, 1921, IN BOOK 387 OF DEEDS, PAGE 183; THENCE CONTINUING NORTH 66° WEST ALONG THE SOUTHWEST LINE OF SAID MURILLO TRACT, 387 D 183, 402.6 FEET TO THE SOUTHEAST CORNER OF THE 22.4 ACRE PARCEL OF LAND DESCRIBED IN THE DEED FROM F. C. SULLIVAN, ET UX, TO L. S. HUBBELL, ET AL, DATED MAY 11, 1927, RECORDED MAY 13, 1927, IN BOOK 89 OF OFFICIAL RECORDS, PAGE 207; THENCE CONTINUING NORTH 66° WEST ALONG THE SOUTHWEST LINE OF SAID HUBBELL TRACT, 89 OR 207, 446.82 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 2° 04' EAST ALONG THE WEST LINE OF SAID HUBBELL TRACT, 89 OR 207, 2237.40 FEET TO THE SOUTHWESTERLY CORNER OF THE 31.4 ACRE TRACT DESCRIBED IN BOOK 89 OF OFFICIAL RECORDS, PAGE 207; THENCE NORTH 44° 46' WEST ALONG THE SOUTHWEST LINE OF SAID HUBBELL 31.4 ACRE TRACT, 666.50 FEET TO THE SOUTH LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM O. M. VESPER, ET UX, TO ELIZABETH B. DODGE, DATED JUNE 17, 1907, RECORDED JULY 10, 1907, IN BOOK 125 OF DEEDS, PAGE 340; THENCE NORTH 89° 41' WEST ALONG SAID SOUTH LINE AND ALONG THE SOUTH LINE OF SAID DEWING PARK, 2498.93 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM:

1. THE RIGHTS GRANTED TO CONTRA COSTA COUNTY, A POLITICAL SUBDIVISION "FOR ROAD PURPOSES" IN THE DEED FROM GERTRUDE NAPHTALY, ET AL. TO CONTRA COSTA COUNTY, A POLITICAL SUBDIVISION, DATED AUGUST 22, 1924, RECORDED SEPTEMBER 6, 1924, IN BOOK 476 OF DEEDS, PAGE 219. (PORTION OF TICE VALLEY ROAD)

2. THE INTEREST CONVEYED TO CONTRA COSTA COUNTY, A POLITICAL SUBDIVISION IN THE DEED FROM ESTAND, INC., A CORPORATION, DATED MAY 18, 1956, RECORDED JULY 10, 1956, IN BOOK 2803 OF OFFICIAL RECORDS, PAGE 505. (PORTION OF OLYMPIC BLVD.)

3. THE PORTION OF LAND DESCRIBED IN THE FINAL ORDER IN CONDEMNATION HAD ON MARCH 29, 1957, IN THE ACTION ENTITLED: "WALNUT CREEK SCHOOL DISTRICT OF CONTRA COSTA COUNTY VS. ESTAND, INC., ET AL", CASE NO. 65800 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA IN AND FOR THE COUNTY OF CONTRA COSTA, A CERTIFIED COPY OF WHICH WAS RECORDED MARCH 29, 1957, IN BOOK 2955 OF OFFICIAL RECORDS, PAGE 387. (GRADE SCHOOL ON TICE VALLEY ROAD-WORLD AREA)

4. THE PARCEL OF LAND DESCRIBED IN THE FINAL ORDER IN CONDEMNATION HAD ON OCTOBER 7, 1957, IN THE ACTION ENTITLED: "ACALANES UNION HIGH SCHOOL DISTRICT OF CONTRA COSTA COUNTY VS. ESTAND, INC., ET AL", CASE NO. 69670, IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF CONTRA COSTA, A CERTIFIED COPY OF WHICH WAS RECORDED OCTOBER 7, 1957, IN BOOK 3095 OF OFFICIAL RECORDS, PAGE 497. (HIGH SCHOOL PROPERTY)

5. THE PARCEL OF LAND DESCRIBED IN THE DEED FROM ESTAND, INC. TO THE PRESBYTERY OF SAN FRANCISCO, RECORDED MARCH 4, 1959, IN BOOK 3329 OF OFFICIAL RECORDS, PAGE 371. (CHURCH PROPERTY ON TICE VALLEY ROAD)

6. THOSE PORTIONS THEREOF DESCRIBED IN THE DEED FROM STATE MUTUAL LIFE ASSURANCE COMPANY OF AMERICA TO PACIFIC GAS AND ELECTRIC COMPANY, DATED NOVEMBER 29, 1963, RECORDED DECEMBER 31, 1963, IN BOOK 4522 OF OFFICIAL RECORDS, PAGE 566, INSTRUMENT NO. 115375. (P.G. & E. SWITCHING STATION-WEST PORTION OF VALLEY)

7. THAT PORTION THEREOF DESCRIBED AS PARCEL 1 IN THE DEED TO EAST BAY MUNICIPAL UTILITY DISTRICT, DATED JULY 7, 1964, RECORDED JULY 31, 1964, IN BOOK 4672, PAGE 709, OFFICIAL RECORDS, INSTRUMENT NO. 68908. (EAST BAY MUD'S TICE RESERVOIR-EAST PORTION OF VALLEY)

8. THAT PORTION THEREOF DESCRIBED IN THE DEED TO EAST BAY MUNICIPAL UTILITY DISTRICT, DATED JULY 7, 1964, RECORDED JULY 31, 1964 IN BOOK 4672, PAGE 716, OFFICIAL RECORDS, INSTRUMENT NO. 68909. (EAST BAY MUD'S GRIZZLY RESERVOIR-WEST PORTION OF VALLEY)

9. THAT PORTION THEREOF DESCRIBED IN THE DEED TO ACALANES UNION HIGH SCHOOL DISTRICT OF CONTRA COSTA COUNTY, DATED SEPTEMBER 18, 1963, RECORDED FEBRUARY 21, 1964, IN BOOK 4558, PAGE 583, OFFICIAL RECORDS, INSTRUMENT NO. 16392. (PORTION OF HIGH SCHOOL PROPERTY-ADJ. TO GAS STATION)

10. THAT PORTION THEREOF DESCRIBED IN THE DEED TO THE CITY OF WALNUT CREEK, DATED JANUARY 17, 1966, RECORDED MARCH 25, 1966, IN BOOK 5085 PAGE 42, OFFICIAL RECORDS, INSTRUMENT NO. 22744. (PORTION OF TICE VALLEY ROAD & ROSSMOOR PARKWAY)

11. THAT PORTION THEREOF DESCRIBED IN THE DEED TO CONTRA COSTA COUNTY, FOR AND ON BEHALF OF CONTRA COSTA COUNTY CONSOLIDATED FIRE PROTECTION DISTRICT, DATED FEBRUARY 18, 1966, RECORDED MAY 6, 1966, BOOK 5115, PAGE 71, OFFICIAL RECORDS, INSTRUMENT NO. 34550. (FIRE STATION IN SHOPPING CENTER)

12. THOSE PORTIONS THEREOF DESCRIBED IN THE DEED TO CITY OF WALNUT CREEK, DATED MAY 3, 1966, RECORDED MAY 26, 1966, BOOK 5129, PAGE 144, OFFICIAL RECORDS, INSTRUMENT NO. 39557. (STREETS ADJ. TO SHOPPING CENTER)

13. THOSE PORTIONS THEREOF DESCRIBED IN DEED TO WALNUT CREEK MUTUAL NO. 1, DATED MARCH 27, 1964, RECORDED APRIL 17, 1964, IN BOOK 4598 PAGE 434, OFFICIAL RECORDS, INSTRUMENT NO. 33973, AND BY DEED DATED MARCH 27, 1964, RECORDED APRIL 17, 1964, BOOK 4598, PAGE 452, OFFICIAL RECORDS, INSTRUMENT NO. 33976. (MUTUAL NO. 1)

14. THOSE PORTIONS THEREOF DESCRIBED IN DEED TO WALNUT CREEK MUTUAL NO. 2, DATED JUNE 18, 1964, RECORDED JULY 22, 1964, BOOK 4665, PAGE 538, OFFICIAL RECORDS, INSTRUMENT NO. 65595, AND BY DEED DATED JUNE 18, 1964, RECORDED JULY 22, 1964, BOOK 4665, PAGE 556, OFFICIAL RECORDS, INSTRUMENT NO. 65598. (MUTUAL NO. 2)

15. THOSE PORTIONS THEREOF DESCRIBED IN DEED TO WALNUT CREEK MUTUAL NO. 3, DATED SEPTEMBER 23, 1964, RECORDED OCTOBER 13, 1964, BOOK 4721, PAGE 1483, OFFICIAL RECORDS, INSTRUMENT NO. 92674. (MUTUAL NO. 3)

16. THAT PORTION THEREOF DESCRIBED IN DEED TO WALNUT CREEK MUTUAL NO. 4, DATED NOVEMBER 25, 1964, RECORDED JANUARY 29, 1965, BOOK 4794, PAGE 829, OFFICIAL RECORDS, INSTRUMENT NO. 7985. (MUTUAL NO. 4)

17. THOSE PORTIONS THEREOF DESCRIBED IN DEED TO WALNUT CREEK MUTUAL NO. 5, DATED JUNE 21, 1965, RECORDED JULY 14, 1965, BOOK 4909, PAGE 717, OFFICIAL RECORDS, INSTRUMENT NO. 56651. (MUTUAL NO. 5)

18. THAT PORTION THEREOF DESCRIBED IN DEED TO WALNUT CREEK MUTUAL NO. 6, DATED SEPTEMBER 8, 1965, RECORDED SEPTEMBER 29, 1965, BOOK 4962, PAGE 644, OFFICIAL RECORDS, INSTRUMENT NO. 80040. (MUTUAL NO. 6)

19. THAT PORTION THEREOF DESCRIBED IN DEED TO WALNUT CREEK MUTUAL NO. 7, DATED NOVEMBER 16, 1965, RECORDED FEBRUARY 28, 1966, BOOK 5066, PAGE 738, OFFICIAL RECORDS, INSTRUMENT NO. 15510. (MUTUAL NO. 7)

20. THOSE PORTIONS THEREOF DESCRIBED IN DEED TO WALNUT CREEK MUTUAL NO. 10, DATED APRIL 25, 1966, RECORDED JULY 12, 1966, IN BOOK 5159, PAGE 592, OFFICIAL RECORDS, INSTRUMENT NO. 50982. (MUTUAL NO. 10)

21. THAT PORTION THEREOF DESCRIBED IN THE DEED TO THE CITY OF WALNUT CREEK, DATED NOVEMBER 17, 1965, RECORDED JANUARY 18, 1966, BOOK 5038, PAGE 282, OFFICIAL RECORDS, INSTRUMENT NO. 4366. (SMALL PORTION OF TICE VALLEY BLVD.)

22. PARCEL 1, 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, (CLUB HOUSE NO. 1 - GATEWAY)

23. ALL THOSE AREAS DESIGNATED GOLDEN RAIN ROAD, TICE CREEK DRIVE, ROCKLEDGE LANE, OAKMONT WAY, CRESCENT CIRCLE AND OAKMONT DRIVE, ALL AS SHOWN ON THOSE CERTAIN RECORD OF SURVEY MAPS, FILED FEBRUARY 13, 1964, IN LICENSED SURVEY MAP BOOK 25, AT PAGES 48, 49 AND 50, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND ALL THAT PORTION OF ROSSMOOR PARKWAY, AS SHOWN ON THE RECORD OF SURVEY MAP REFERRED TO ABOVE AT PAGE 48, LYING NORTHWESTERLY OF A LINE DRAWN NORTH  $63^{\circ} 43' 45''$  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 SAID RECORD OF SURVEY, AT PAGE 48.

24. ALL THOSE AREAS DESIGNATED 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, TICE CREEK DRIVE, LEISURE LANE AND STANLEY DOLLAR DRIVE, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP FILED APRIL 8, 1964, IN LICENSED SURVEY MAP BOOK 27, AT PAGE 7, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

25. ALL THOSE AREAS DESIGNATED GOLDEN RAIN ROAD, PINE KNOLL DRIVE, AND OAKMONT DRIVE AS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP FILED MAY 13, 1964 IN LICENSE SURVEY MAP BOOK 27 AT PAGES 43 AND 44, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

26. ALL THAT CERTAIN AREA DESIGNATED PINE KNOLL DR., 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.

27. ALL THAT CERTAIN AREA DESIGNATED 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 18, IN THE OFFICE OF THE COUNTY RECORDER, OF SAID COUNTY.

28. ALL THAT CERTAIN AREA DESIGNATED 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.

29. ALL THAT CERTAIN AREA DESIGNATED 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.

30. ALL THAT CERTAIN AREA DESIGNATED SINGING WOOD COURT AND TICE CREEK DRIVE, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP FILED DECEMBER 17, 1965, IN LICENSED SURVEY MAP BOOK 38, PAGE 30, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY.



31. COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF TICE CREEK DRIVE WITH THE CENTER LINE OF STANLEY DOLLAR DRIVE, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP FILED APRIL 8, 1964, IN LICENSED SURVEY MAP BOOK 27, PAGE 7, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, RUN THENCE NORTH 63° 51' 17" EAST 174.171 FEET; THENCE TANGENT TO THE LAST MENTIONED COURSE, NORTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 500 FEET, THROUGH A CENTRAL ANGLE OF 21° 16' 51", A DISTANCE OF 185.71 FEET; THENCE TANGENT TO THE LAST NAMED CURVE, NORTH 85° 08' 08" EAST 150 FEET; THENCE TANGENT TO THE LAST MENTIONED COURSE, NORTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 500 FEET, THROUGH A CENTRAL ANGLE OF 10° 40' 05", A DISTANCE OF 93.096 FEET; THENCE TANGENT TO THE LAST NAMED CURVE, NORTH 74° 28' 03" EAST 192.223 FEET; THENCE TANGENT TO THE LAST NAMED COURSE, NORTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 500 FEET, THROUGH A CENTRAL ANGLE OF 23° 28' 03", A DISTANCE OF 204.793 FEET; THENCE TANGENT TO THE LAST MENTIONED CURVE, NORTH 51° EAST 30.931 FEET; THENCE SOUTH 39° EAST 28 FEET TO THE ACTUAL POINT OF BEGINNING OF THE PARCEL OF LAND TO BE DESCRIBED, RUNNING THENCE SOUTH 51° WEST 30.391 FEET; THENCE TANGENT TO THE LAST NAMED COURSE, SOUTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 520 FEET, THROUGH A CENTRAL ANGLE OF 4° 14' 33", A DISTANCE OF 39.096 FEET; THENCE SOUTH 31° 20' 15" EAST 221.911 FEET; THENCE SOUTH 76° 10' 03" WEST 106.18 FEET; THENCE SOUTH 37° 33' 04" WEST 49.27 FEET; THENCE SOUTH 0° 32' 55" EAST 281.92 FEET; THENCE SOUTH 25° 42' 08" EAST 300.06 FEET; THENCE NORTH 85° 23' 01" EAST 111.48 FEET; THENCE SOUTH 0° 57' 22" EAST 66.44 FEET; THENCE NORTH 87° 04' 30" EAST 173.90 FEET; THENCE NORTH 0° 44' 48" EAST 72.517 FEET; THENCE NORTH 21° 50' EAST 110 FEET; THENCE NORTH 9° 15' WEST 275 FEET; THENCE NORTH 36° 30' WEST 127 FEET; THENCE NORTH 7° 30' WEST 97 FEET; THENCE NORTH 28° WEST 90 FEET; THENCE NORTH 55° 30' WEST 34 FEET; THENCE NORTH 21° 30' WEST 137 FEET TO A LINE DRAWN SOUTH 39° 52' 53" EAST FROM THE ACTUAL POINT OF BEGINNING, AND THENCE NORTH 29° 52' 23" WEST 67.304 FEET TO THE ACTUAL POINT OF BEGINNING. (CLUB HOUSE NO. 2 - STANLEY DOLLAR, SR. HOME)

32. THOSE PARCELS OF LAND SHOWN AS PARCELS 1 AND 2 ON THE RECORD OF SURVEY, FILED MAY 20, 1964 IN BOOK 27 OF LICENSED SURVEY MAPS, PAGE 46, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, (SHOPPING CENTER PARCEL)

33. ALL THOSE CERTAIN AREAS DESIGNATED AS PARCEL 33, PARCEL 34 AND TICE CREEK DRIVE, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED FEBRUARY 3, 1967, IN BOOK 46 OF LICENSED SURVEY MAPS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, (MUTUAL NO. 19)

34. PORTION OF PARCEL 2, AS SAID PARCEL IS SHOWN ON THE "RECORD OF SURVEY" FILED FEBRUARY 13, 1964, IN BOOK 25 OF LICENSED SURVEY MAPS, PAGE 48, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERN LINE OF TICE CREEK DRIVE, AS SAID DRIVE IS SHOWN ON SAID MAP, WITH THE SOUTHERN LINE OF SAID PARCEL 2, RUN THENCE ALONG SAID EASTERN LINE FROM A TANGENT THAT BEARS NORTH 31° 36' 29" WEST, ON A CURVE TO THE RIGHT WITH A RADIUS OF 1574 FEET, THROUGH A CENTRAL ANGLE OF 5° 50' 10", A DISTANCE OF 160.33 FEET TO THE ACTUAL POINT OF BEGINNING OF THE PARCEL OF LAND TO BE DESCRIBED, RUNNING THENCE NORTH 69° 57' 46" EAST, A DISTANCE OF 139.93 FEET; THENCE NORTH 20° 02' 14" WEST 88.98 FEET; THENCE SOUTH 69° 57' 46" WEST 41.94 FEET; THENCE NORTH, 20° 02' 14" WEST 90.98 FEET;

THENCE SOUTH  $70^{\circ} 50' 52''$  WEST 105.70 FEET TO SAID EASTERN LINE OF TICE CREEK DRIVE; THENCE ALONG THE LAST NAMED LINE, SOUTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 1574 FEET, THROUGH A CENTRAL ANGLE OF  $6^{\circ} 37' 11''$ , A DISTANCE OF 181.05 FEET TO THE ACTUAL POINT OF BEGINNING. (MUTUAL NO. 15)

35. THAT PORTION THEREOF DESCRIBED IN THE DEED TO WALNUT CREEK MUTUAL NO. ELEVEN, DATED DECEMBER 5, 1966, RECORDED JANUARY 26, 1967, IN BOOK 5293 OF OFFICIAL RECORDS, PAGE 329, INSTRUMENT NO. 4842. (MUTUAL NO. 11)

36. ALL THOSE CERTAIN AREAS DESIGNATED AS CANYON WOOD COURT AND TICE CREEK DRIVE, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP FILED MARCH 9, 1966, IN BOOK 40 OF LICENSED SURVEY MAPS, PAGE 34, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY.

37. COMMENCING AT THE SOUTHWESTERN TERMINUS OF A CURVE WITH A RADIUS OF 45 FEET, A CENTRAL ANGLE OF  $70^{\circ} 51' 44''$  AND A DISTANCE OF 55.66 FEET, WHICH SAID CURVE CONNECTS THE SOUTHERN LINE OF TICE VALLEY BOULEVARD WITH THE SOUTHEASTERN LINE OF ROSSMOOR PARKWAY, AS SAID CURVE, BOULEVARD AND PARKWAY ARE SHOWN ON THE "RECORD OF SURVEY", FILED MARCH 9, 1964, IN BOOK 26 OF LICENSED SURVEY MAPS, PAGE 31, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY; RUN THENCE ALONG SAID SOUTHEASTERN LINE OF SAID ROSSMOOR PARKWAY, AS FOLLOWS: SOUTH  $27^{\circ} 36' 29''$  WEST 100.77 FEET; TANGENT TO THE LAST NAMED COURSE, SOUTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 550 FEET, THROUGH A CENTRAL ANGLE OF  $9^{\circ} 28'$ , A DISTANCE OF 90.87 FEET; TANGENT TO THE LAST NAMED CURVE, SOUTH  $37^{\circ} 04' 29''$  WEST 111.12 FEET AND NORTH  $52^{\circ} 55' 31''$  WEST 4 FEET TO THE ACTUAL POINT OF BEGINNING OF THE PARCEL OF LAND TO BE DESCRIBED; RUNNING THENCE SOUTH  $37^{\circ} 04' 29''$  WEST 74.63 FEET; THENCE TANGENT TO THE LAST MENTIONED COURSE, SOUTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 256 FEET, THROUGH A CENTRAL ANGLE OF  $8^{\circ} 46' 45''$ , A DISTANCE OF 39.23 FEET TO SAID SOUTHEASTERN LINE OF ROSSMOOR PARKWAY, AS SHOWN ON SAID "RECORD OF SURVEY"; THENCE ALONG THE LAST NAMED LINE, NORTH  $37^{\circ} 04' 29''$  EAST 113.70 FEET TO AN ANGLE POINT THEREIN; THENCE CONTINUING ALONG THE LAST NAMED LINE, SOUTH  $52^{\circ} 55' 31''$  EAST 3 FEET TO THE ACTUAL POINT OF BEGINNING. (SMALL PORTION ROSSMOOR PARKWAY--NEAR WORLD AREA)

38. BEGINNING AT THE WESTERN TERMINUS OF A COURSE AND DISTANCE DESIGNATED AS "NORTH  $89^{\circ} 50' 03''$  WEST 86 FEET" AS DESCRIBED IN THE CORPORATION DEDICATION DEED FROM STATE MUTUAL LIFE ASSURANCE COMPANY OF AMERICA, A MASSACHUSETTS CORPORATION, ET AL, TO THE CITY OF WALNUT CREEK, A MUNICIPAL CORPORATION, DATED OCTOBER 23, 1963, RECORDED JANUARY 23, 1964, IN BOOK 453B OF OFFICIAL RECORDS OF CONTRA COSTA COUNTY, PAGE 163, SERIES NO. 67701; RUNNING THENCE ALONG THE DIRECT EXTENSION WESTERLY OF THE SOUTHERN LINE OF SAID LAND DESCRIBED IN SAID DEED, NORTH  $89^{\circ} 50' 03''$  WEST 0.71 OF A FOOT; THENCE NORTH  $78^{\circ} 42' 56''$  WEST 5.50 FEET; THENCE NORTH  $11^{\circ} 17' 04''$  EAST 39.10 FEET TO THE WESTERN LINE OF SAID PARCEL OF LAND DESCRIBED IN SAID DEED; THENCE ALONG THE LAST NAMED LINE FROM A TANGENT THAT BEARS SOUTH  $4^{\circ} 15' 46''$  WEST, ON A CURVE TO THE LEFT WITH A RADIUS OF 943 FEET, THROUGH A CENTRAL ANGLE OF  $4^{\circ} 09' 49''$ , A DISTANCE OF 39.48 FEET TO THE POINT OF BEGINNING. (SMALL PORTION ROSSMOOR PARKWAY--NEAR SECURITY PLAZA)

39. ALL THAT PROPERTY DESCRIBED IN THE PARTIAL RECONVEYANCE EXECUTED BY UNITED CALIFORNIA BANK, AS TRUSTEE, DATED JULY 12, 1967, RECORDED AUGUST 16, 1967, UNDER RECORDER'S SERIAL NO. 51502, IN CONTRA COSTA COUNTY RECORDS. (MUTUAL NO. 12)

40. ALL THAT CERTAIN AREA DESIGNATED AS PTARMIGAN DRIVE AND TICE CREEK DRIVE, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED APRIL 27, 1966, IN BOOK 42 OF LICENSED SURVEY MAPS, PAGE 5, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY.

41. THAT PORTION THEREOF DESCRIBED IN THE DEED TO WALNUT CREEK MUTUAL NO. THIRTEEN, DATED AUGUST 8, 1967, RECORDED NOVEMBER 9, 1967, IN BOOK 5492 OFFICIAL RECORDS, PAGE 524, RECORDER'S SERIES NO. 73820. (MUTUAL NO. 13)

42. ALL THAT PORTION THEREOF, NOT HERETOFORE EXCEPTED WHICH LIES EASTERLY AND NORTHERLY OF THE EASTERN AND NORTHERN LINES OF TICE VALLEY BOULEVARD.

43. THAT PORTION THEREOF DESCRIBED IN THE DEED TO ROMAN CATHOLIC BISHOP OF OAKLAND, DATED NOVEMBER 22, 1967, RECORDED NOVEMBER 30, 1967, IN BOOK 5506 OFFICIAL RECORDS, PAGE 294, SERIES NO. 78765. (CATHOLIC CHURCH NEAR WORLD AREA)

44. BEGINNING AT A POINT ON THE SOUTHWESTERN LINE OF TICE VALLEY BOULEVARD, AS SAID BOULEVARD IS SHOWN ON THE "RECORD OF SURVEY" FILED MAY 20, 1964, IN BOOK 27 OF LICENSED SURVEY MAPS, PAGE 46, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, WITH THE NORTHWESTERN CORNER OF PARCEL 3 SHOWN ON SAID "RECORD OF SURVEY", RUNNING THENCE ALONG SAID SOUTHWESTERN LINE OF TICE VALLEY BOULEVARD, SOUTH  $69^{\circ} 15' 33''$  EAST 252.98 FEET, THENCE TANGENT TO THE LAST NAMED COURSE, SOUTHEASTERLY AND SOUTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 73 FEET, THROUGH A CENTRAL ANGLE OF  $95^{\circ} 20'$  A DISTANCE OF 121.46 FEET TO THE NORTHWESTERN LINE OF ROSSMOOR PARKWAY, AS SAID PARKWAY IS SHOWN ON SAID "RECORD OF SURVEY", THENCE ALONG THE LAST NAMED LINE, SOUTHERLY ON A COMPOUND CURVE TO THE RIGHT WITH A RADIUS OF 443 FEET, THROUGH A CENTRAL ANGLE OF  $8^{\circ} 07' 09''$  A DISTANCE OF 62.78 FEET, THENCE TANGENT TO THE LAST NAMED CURVE, SOUTH  $33^{\circ} 57' 09''$  WEST 47.22 FEET, THENCE LEAVING THE LAST NAMED LINE, NORTH  $52^{\circ} 50' 10''$  WEST 40.42 FEET TO THE SOUTHERN LINE OF SAID PARCEL 3, THENCE ALONG THE LAST NAMED LINE, AS FOLLOWS, NORTH  $78^{\circ} 10'$  WEST 189.00 FEET AND NORTH  $58^{\circ} 45'$  WEST 110.00 FEET TO THE WESTERN LINE OF SAID PARCEL 3, THENCE ALONG THE LAST NAMED LINE, NORTH  $31^{\circ} 54' 06''$  EAST 186.42 FEET TO THE POINT OF BEGINNING. (UNION OIL STATION - TICE VALLEY BLVD.)

45. BEGINNING AT THE INTERSECTION OF THE WEST LINE OF PINE KNOLL DRIVE WITH THE NORTH LINE OF PARCEL 20, AS SAID DRIVE AND PARCEL ARE SHOWN ON THE "RECORD OF SURVEY", FILED JUNE 18, 1965, IN BOOK 35 OF LICENSED SURVEY MAPS, PAGE 22, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, RUNNING THENCE ALONG SAID NORTHERN LINE, NORTH  $71^{\circ} 30'$  WEST 684 FEET TO THE GENERAL EASTERN LINE OF SAID PARCEL 28, THENCE ALONG THE LAST NAMED LINE, AND ALONG THE GENERAL EASTERN LINE OF PARCEL 27, AS SAID PARCEL IS SHOWN ON THE "RECORD OF SURVEY", FILED JUNE 18, 1965 IN BOOK 35 OF LICENSED SURVEY MAPS, PAGE 23, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, NORTH  $6^{\circ} 57' 10''$  WEST 711.14 FEET TO AN ANGLE POINT IN LAST SAID EASTERN LINE, THENCE CONTINUING ALONG THE LAST NAMED LINE, NORTH  $46^{\circ}$  EAST 216 FEET TO THE SOUTHWESTERN LINE OF GOLDEN RAIN ROAD, AS SAID ROAD IS SHOWN ON THE "RECORD OF SURVEY" FILED APRIL 1, 1965 IN BOOK 33 OF LICENSED SURVEY MAPS, PAGE 41, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY;

THENCE ALONG THE LAST NAMED LINE FROM A TANGENT THAT BEARS SOUTH 46° EAST, ON A CURVE TO THE LEFT WITH A RADIUS OF 376 FEET, THROUGH A CENTRAL ANGLE OF 9° 10' 22", A DISTANCE OF 61.18 FEET; THENCE TANGENT TO THE LAST NAMED CURVE, SOUTH 53° 19' 22" EAST 211.61 FEET; THENCE TANGENT TO THE LAST NAMED COURSE, SOUTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 574 FEET, THROUGH A CENTRAL ANGLE OF 13° 44' 22" A DISTANCE OF 137.64 FEET; THENCE TANGENT TO THE LAST NAMED CURVE, SOUTH 39° 35' EAST 302.71 FEET; THENCE TANGENT TO THE LAST NAMED COURSE, SOUTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 526 FEET, THROUGH A CENTRAL ANGLE OF 9° 45", A DISTANCE OF 87.91 FEET; THENCE TANGENT TO THE LAST NAMED COURSE, SOUTH 49° 20' EAST 216.95 FEET TO THE NORTHWESTERN TERMINUS OF A CURVE WITH A RADIUS OF 17 FEET, A CENTRAL ANGLE OF 90° AND A LENGTH OF 29.85 FEET CONNECTING SAID SOUTHWESTERN LINE OF GOLDEN RAIN ROAD WITH SAID NORTHWESTERN LINE OF PINE KNOLL DRIVE; AS SAID CURVE IS SHOWN ON THE "RECORD OF SURVEY" FILED SEPTEMBER 10, 1964 IN BOOK 30 OF LICENSED SURVEY MAPS, PAGE 18, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY; THENCE ALONG SAID CURVE, TANGENT TO THE LAST NAMED COURSE, SOUTHEASTERLY, SOUTHERLY AND SOUTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 19 FEET, THROUGH A CENTRAL ANGLE OF 90°, A DISTANCE OF 29.85 FEET TO THE NORTHWESTERN LINE OF PINE KNOLL DRIVE; AS SAID DRIVE IS SHOWN ON THE "RECORD OF SURVEY" FILED AUGUST 5, 1964 IN BOOK 29 OF LICENSED SURVEY MAPS, PAGE 20, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY; THENCE ALONG THE LAST NAMED LINE, SOUTHWESTERLY ON A REVERSE CURVE TO THE LEFT WITH A RADIUS OF 526 FEET, THROUGH A CENTRAL ANGLE OF 22° 10', A DISTANCE OF 203.50 FEET; THENCE TANGENT TO THE LAST NAMED CURVE, SOUTH 18° 30' WEST 178.30 FEET TO THE POINT OF BEGINNING. (CLUB HOUSE NO. 4 - HILLSIDE CLUB HOUSE)

46. ALL THOSE CERTAIN AREAS DESIGNATED AS PARCELS 35 AND 36 AND TICE CREEK DRIVE, AS SHOWN ON THAT CERTAIN REVISED PARCEL MAP FILED JUNE 28, 1968 IN BOOK 4 OF PARCEL MAPS PAGE 13, CONTRA COSTA COUNTY RECORDS. (MUTUAL NO. 16)

47. ALL THOSE CERTAIN AREAS DESIGNATED AS PARCELS 37 AND 38 AND TICE CREEK DRIVE, AS SHOWN ON THAT CERTAIN REVISED PARCEL MAP FILED JUNE 28, 1968 IN BOOK 4 OF PARCEL MAPS, PAGE 13, CONTRA COSTA COUNTY RECORDS. (MUTUAL NO. 17)

48. ALL OF PARCEL 39, AS SHOWN ON THAT CERTAIN PARCEL MAP FILED OCTOBER 28, 1968 IN BOOK 6 OF PARCEL MAPS, PAGE 12, CONTRA COSTA COUNTY RECORDS. (MUTUAL NO. 8)

49. ALL OF LOT 1 AND SKYCREST DRIVE AS SHOWN ON THE 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. (MUTUAL NO. 18)

50. ALL OF LOT 1, AS SHOWN ON THE MAP OF "SUBDIVISION 3919, CITY OF WALNUT CREEK, CONTRA COSTA COUNTY, CALIFORNIA", FILED JULY 15, 1969, IN BOOK 127 OF MAPS, PAGES 10 AND 11, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY. (MUTUAL NO. 9)

51. ALL OF LOT 1, STONY HILL WAY AND TICE CREEK DRIVE, AS SHOWN ON THE 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. (MUTUAL NO. 22)
52. ALL OF LOTS 1 AND 2 AND SKYCREST DRIVE, AS SHOWN ON THE 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. (MUTUAL NOS. 19 AND 20)
53. ALL OF LOT 1, AS SHOWN ON THE MAP OF "SUBDIVISION 3976, CITY OF WALNUT CREEK, CONTRA COSTA COUNTY, CALIFORNIA", FILED DECEMBER 17, 1969 IN BOOK 129 OF MAPS, PAGES 21 AND 22, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY. (MUTUAL NO. 24)
54. ALL OF LOT 1, AS SHOWN ON THE MAP OF "SUBDIVISION 3979, CITY OF WALNUT CREEK, CONTRA COSTA COUNTY, CALIFORNIA", FILED FEBRUARY 19, 1971 IN BOOK 135 OF MAPS, PAGES 23, 24 AND 25, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY. (MUTUAL NO. 21)
55. ALL OF LOT 1, AS SHOWN ON THE MAP OF "SUBDIVISION 3996, CITY OF WALNUT CREEK, CONTRA COSTA COUNTY, CALIFORNIA", FILED MARCH 4, 1970 IN BOOK 129 OF MAPS, PAGES 39, 40 AND 41, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY. (MUTUAL NO. 25)
56. ALL OF LOT 1, AS SHOWN ON THE MAP OF "SUBDIVISION 3961, CITY OF WALNUT CREEK, CONTRA COSTA COUNTY, CALIFORNIA", FILED MARCH 4, 1970 IN BOOK 129 OF MAPS, PAGES 36, 37 AND 38, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY. (MUTUAL NO. 23)
57. LOTS 1, 2 AND PTARMIGAN DRIVE, AS SHOWN ON THE MAP OF "SUBDIVISION 4008, CITY OF WALNUT CREEK, CONTRA COSTA COUNTY, CALIFORNIA", 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. (MUTUAL NO. 26)
58. ALL OF LOT 1 AND PTARMIGAN DRIVE, AS SHOWN ON THE MAP OF "SUBDIVISION 4128, CITY OF WALNUT CREEK, CONTRA COSTA COUNTY, CALIFORNIA", 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. (MUTUAL NO. 27)
59. ALL OF LOT 1, AS SHOWN ON THE MAP OF "SUBDIVISION 4129, CITY OF WALNUT CREEK, CONTRA COSTA COUNTY, CALIFORNIA", FILED JUNE 10, 1971 IN BOOK 137 OF MAPS, PAGES 50, 51 AND 52, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY. (MUTUAL NO. 28)

60. ALL OF LOT 1 AND PTARMIGAN DRIVE, AS SHOWN ON THE MAP OF "SUBDIVISION 4213, CITY OF WALNUT CREEK, CONTRA COSTA COUNTY, CALIFORNIA", 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. (MUTUAL NO. 29)
61. ALL OF LOT 1 AND PTARMIGAN DRIVE, AS SHOWN ON THE MAP OF "SUBDIVISION 4297, CITY OF WALNUT CREEK, CONTRA COSTA COUNTY, CALIFORNIA", 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. (MUTUAL NO. 30)
62. ALL OF LOT 1, AS SHOWN ON THE MAP OF "SUBDIVISION 4347, CITY OF WALNUT CREEK, CONTRA COSTA COUNTY, CALIFORNIA", FILED NOVEMBER 22, 1972 IN BOOK 152 OF MAPS, PAGES 41, 42 AND 43, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY. (MUTUAL NO. 31)
63. ALL OF LOT 1, AS SHOWN ON THE MAP OF "SUBDIVISION 4348, CITY OF WALNUT CREEK, CONTRA COSTA COUNTY, CALIFORNIA", FILED DECEMBER 1, 1972 IN BOOK 152 OF MAPS, PAGES 44, 45 AND 46, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY. (MUTUAL NO. 32)
64. ALL OF LOT 1, AS SHOWN ON THE MAP OF "SUBDIVISION 4414, CITY OF WALNUT CREEK, CONTRA COSTA COUNTY, CALIFORNIA", 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. (MUTUAL NO. 33)
65. ALL OF LOT 1, AS SHOWN ON THE MAP OF "SUBDIVISION 4415, CITY OF WALNUT CREEK, CONTRA COSTA COUNTY, CALIFORNIA", FILED MAY 3, 1973 IN BOOK 157 OF MAPS, PAGES 3, 4 AND 5, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY. (MUTUAL NO. 34 "NEW MODELS")
66. ALL OF LOTS 1, 2 AND TERRA GRANADA DRIVE, AS SHOWN ON THE MAP OF "SUBDIVISION 4431, CITY OF WALNUT CREEK, CONTRA COSTA COUNTY, CALIFORNIA", FILED MARCH 22, 1973 IN BOOK 156 OF MAPS, PAGES 9, 10 AND 11, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY. (MUTUAL NO. 35)
67. ALL OF LOT 1, ROSSMOOR PARKWAY, TERRA CALIFORNIA DRIVE AND CACTUS COURT, AS SHOWN ON THE MAP OF "SUBDIVISION 4436, CITY OF WALNUT CREEK, CONTRA COSTA COUNTY, CALIFORNIA", 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. (MUTUAL NO. 36)
68. ALL OF LOT 1 AND TERRA CALIFORNIA DRIVE, AS SHOWN ON THE MAP OF "SUBDIVISION 4511, CITY OF WALNUT CREEK, CONTRA COSTA COUNTY, CALIFORNIA", FILED SEPTEMBER 21, 1973 IN BOOK 163 OF MAPS, PAGES 28, 29 AND 30, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY. (MUTUAL NO. 37)
69. ALL OF LOT 1 AND TERRA CALIFORNIA DRIVE, AS SHOWN ON THE MAP OF "SUBDIVISION 4553, CITY OF WALNUT CREEK, CONTRA COSTA COUNTY, CALIFORNIA", 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. (MUTUAL NO. 38)

70. ALL OF PARCEL 1 AS DESCRIBED IN THE DEED OF TRUST DATED JANUARY 26, 1972 AND RECORDED MARCH 31, 1972 IN BOOK 6620 OF OFFICIAL RECORDS, PAGE 541, INSTRUMENT NO. 28831, CONTRA COSTA COUNTY. ("OLD MODELS AND SALES OFFICE").

71. ALL OF PARCEL 1, PARCEL 2, PARCEL 3 AND PARCEL 6, AS DESCRIBED IN THE CORPORATION GRANT DEED DATED SEPTEMBER 28, 1973 AND RECORDED NOVEMBER 20, 1973 IN BOOK 7095 OF OFFICIAL RECORDS, PAGE 251, INSTRUMENT NO. 110264, CONTRA COSTA COUNTY. (FRONT 9 AND BACK 9 OF GOLF COURSE, MAINTENANCE BUILDING, STANLEY DOLLAR, JR.-CLUB HOUSE NO. 3).

72. ALL THAT PORTION OF TERRA GRANADA DRIVE, AS DESCRIBED IN THE GRANT OF EASEMENT DATED SEPTEMBER 5, 1973 AND RECORDED SEPTEMBER 26, 1973 IN BOOK 7055 OF OFFICIAL RECORDS, PAGE 246, INSTRUMENT NO. 93795, CONTRA COSTA COUNTY. (ADJACENT TO MUTUAL NO. 33).

73. ALL OF LOTS 1, 2, COMMONWEALTH DRIVE AND TERRA CALIFORNIA DRIVE, AS SHOWN ON THE MAP OF "SUBDIVISION 4626, CITY OF WALNUT CREEK, CONTRA COSTA COUNTY, CALIFORNIA", FILED MAY 28, 1974, IN BOOK 169 OF MAPS, PAGES 20, 21 AND 22, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY. (MUTUAL NO. 39).

74. ALL OF LOT 1, ROSSMOOR PARKWAY, TERRA CALIFORNIA DRIVE AND COMMONWEALTH DRIVE, AS SHOWN ON THE MAP OF "SUBDIVISION 4639, CITY OF WALNUT CREEK, CONTRA COSTA COUNTY, CALIFORNIA", FILED AUGUST 26, 1974, IN BOOK 172 OF MAPS, PAGES 43, 44, 45 AND 46, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY. (MUTUAL NO. 40).

75. ALL THAT CERTAIN PROPERTY DESCRIBED AS PARCEL "A" AND PARCEL "B" IN THE DEED FROM TERRA CALIFORNIA, A CALIFORNIA CORPORATION, TO GOLDEN RAIN FOUNDATION OF WALNUT CREEK, A CALIFORNIA CORPORATION, DATED MAY 2, 1974, RECORDED JULY 8, 1974, IN BOOK 7268 OF OFFICIAL RECORDS OF CONTRA COSTA COUNTY, PAGE 101, INSTRUMENT NO. 59345. (NEW STABLE AND PARKING AREA).

76. ALL THAT CERTAIN PROPERTY DESCRIBED IN THE DEED FROM TERRA CALIFORNIA, A CALIFORNIA CORPORATION, TO GOLDEN RAIN FOUNDATION OF WALNUT CREEK, A CALIFORNIA CORPORATION, DATED JULY 18, 1974, RECORDED AUGUST 27, 1974, IN BOOK 7308 OF OFFICIAL RECORDS OF CONTRA COSTA COUNTY, PAGE 319, INSTRUMENT NO. 76333. (SAID PROPERTY IS A TRIANGLE PARCEL OF LAND LOCATED AT THE CORNER OF STANLEY DOLLAR DRIVE AND ROSSMOOR PARKWAY, ADJACENT TO THE BACK 9 OF THE GOLF COURSE).

77. ALL THAT CERTAIN PROPERTY DESCRIBED AS PARCELS 4 AND 5 IN THE DEED FROM TERRA CALIFORNIA, A CALIFORNIA CORPORATION, TO GOLDEN RAIN FOUNDATION OF WALNUT CREEK, A CALIFORNIA CORPORATION, DATED SEPTEMBER 9, 1974, RECORDED SEPTEMBER 19, 1974, IN BOOK 7326 OF OFFICIAL RECORDS OF CONTRA COSTA COUNTY, PAGE 168, INSTRUMENT NO. 83593. (PARCELS 4 AND 5 ARE SMALL PORTIONS OF LAND ADJACENT TO THE BACK 9 OF THE GOLF COURSE ALONG ROSSMOOR PARKWAY TO BE EXTENDED).

78. ALL OF SUBDIVISION 4706 (MUTUAL 41), AS SHOWN ON THE MAP OF "SUBDIVISION 4706, CITY OF WALNUT CREEK, CONTRA COSTA COUNTY, CALIFORNIA", FILED JUNE 25, 1975, IN BOOK 179 OF MAPS, PAGES 6, 7 AND 8, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY. (MUTUAL 41)

79. LOT 1, SUBDIVISION 4728, AS SHOWN ON THE MAP OF "SUBDIVISION 4728, (MUTUAL 42), CITY OF WALNUT CREEK, CONTRA COSTA COUNTY, CALIFORNIA", 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.  
(MUTUAL 42)
80. LOT 1, SUBDIVISION 4817, AS SHOWN ON THE MAP OF "SUBDIVISION 4817, (MUTUAL 44), CITY OF WALNUT CREEK, CONTRA COSTA COUNTY, CALIFORNIA", 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.  
(MUTUAL 44)
81. LOTS 1, 2, 3 AND 4, SUBDIVISION 4850, AS SHOWN ON THE MAP OF "SUBDIVISION 4850 (MUTUAL 45), CITY OF WALNUT CREEK, CONTRA COSTA COUNTY, CALIFORNIA", FILED OCTOBER 13, 1976, IN BOOK 190 OF MAPS, PAGES 34 TO 37, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY.  
(MUTUAL 45)
82. LOT 1, SUBDIVISION 4928, AS SHOWN ON THE MAP OF "SUBDIVISION 4928 (MUTUAL 46), CITY OF WALNUT CREEK, CONTRA COSTA COUNTY, CALIFORNIA", 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.  
(MUTUAL 46)



PARCEL 2:

THE 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 NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 450 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 ADJACENT TO HIGH SCHOOL PROPERTY NEAR UNION OIL STATION).

PARCEL 3:

THE 28.00 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 THROUGH MUTUAL NO. 8).

PARCEL 4:

PARCELS 1, 2 AND 3, AS DESCRIBED IN THE DEED FROM GOLDEN RAIN FOUNDATION OF WALNUT CREEK, A CALIFORNIA CORPORATION, TO TERRA CALIFORNIA, A CALIFORNIA CORPORATION, DATED SEPTEMBER 10, 1974, RECORDED SEPTEMBER 19, 1974, IN BOOK 7326 OF OFFICIAL RECORDS OF CONTRA COSTA COUNTY, PAGE 165, INSTRUMENT NO. 83592. (SAID PARCELS 1, 2 AND 3 ARE SMALL PORTIONS OF LAND ADJACENT TO THE BACK 9 OF THE GOLF COURSE AND ROSSMOOR PARKWAY EXTENDED).

## EXHIBIT "C"

MUTUAL 46  
PARKING ASSIGNMENTS

<u>UNIT #</u>	<u>GARAGE</u>	<u>CARPORT</u>
4601-1A	10	
4601-1B	9	
4601-1C	12	
4601-2A	22	
4601-2B	21	19
4601-2C	11	
4601-3A	17	
4601-3B	20	18
4601-3C	14	
4601-4A	15	
4601-4B	16	
4601-4C	13	
4602-1A	8	
4602-1B	7	
4603-1A	3	
4603-1B	1 & 2	
4603-2A	4 & 5	
4603-2B	6	

# GENERAL NOTES:

THE COMMON AREA IS ALL OF LOT 1, SUBDIVISION 4928 EXCEPT THE 16 UNITS LOCATED WITHIN THE 3 BUILDINGS AS SHOWN AND DEFINED HEREIN.

AREAS DESIGNATED AS PATIO OR P FOR PATIO AND BALCONY, R B FOR BALCONY, ARE LIMITED COMMON AREAS AND SHALL BE FOR THE EXCLUSIVE USE OF THE ADJOINING UNIT.

AREAS DESIGNATED AS CARPORT OR C FOR CARPORT ARE LIMITED COMMON AREAS AND ARE RESERVED, AND SHALL BE USED FOR THE PARKING OF NON-COMMERCIAL VEHICLES AS PERMITTED BY THE MUTUAL, AND DESCRIBED IN ARTICLE 1 OF THE COVENANTS, CONDITIONS AND RESTRICTIONS.

EACH DIVISION OF LAND SHOWN ON THESE PLANS SHALL BE DESCRIBED AS A PARTICULAR UNIT IN A PARTICULAR BUILDING.

THE BOUNDARIES OF EACH UNIT ARE INTERIOR SURFACES OF EXTERIOR WALLS, FLOORS, CEILINGS, AND WINDOWS. THE PORTIONS OF THE SURFACES SO DESCRIBED, THE PORTIONS OF THE BUILDINGS LYING WITHIN SAID BOUNDARIES AND THE SPACE SO ENCOMPASSED, EXCEPT THE FOLLOWING: REAR WALLS, FLOORS, BALCONY RAILS, FOUNDATION SLABS, PIPES, DUCTS, FLUES, CHUTES, COVANTS, WIRES AND OTHER UTILITY INSTALLATIONS WHEREVER LOCATED EXCEPT OUTLETS THEREOF, WITHIN THE UNIT.

THE INTERIOR DIMENSIONS OF EACH OF THE 16 UNITS ARE SHOWN HEREIN ON THE DETAILED DRAWING OF THE 1 BUILDINGS.

THE VERTICAL LIMITS OF THE UNITS SHOWN HEREON ARE LANES, AND ARE DESCRIBED AS UPPER AND LOWER ELEVATIONS. THE UPPER AND LOWER LIMIT FOR THE UNITS IN EACH BUILDING IS SHOWN HEREON.

AREAS DESIGNATED AS GARAGE OR G FOR GARAGE, ARE LIMITED COMMON AREAS AND ARE RESERVED, AND SHALL BE USED FOR THE PARKING OF NON-COMMERCIAL VEHICLES AS PERMITTED BY THE MUTUAL, AND DESCRIBED IN ARTICLE VI OF THE COVENANTS, CONDITIONS AND RESTRICTIONS.

REICH MARK: B.M. No. 1019, ELEVATION 37.50, IN MEDIAN TRIP, STATION 41+00 ROSSMOOR PARKWAY, CUSSELED CROSS AT THE N.W. CORNER LIGHT STANDARD BASE.

## LEGEND

- (16) INDICATES UNIT NUMBER
- U INDICATES UPPER ELEVATION
- L INDICATES LOWER ELEVATION
- P INDICATES PATIO AREA
- B INDICATES BALCONY AREA

NOTE:  
BUILDING DIMENSIONS & TIES SHOWN ARE TO EXTERIOR LIMITS OF BUILDINGS. INTERIOR DIMENSIONS OF INDIVIDUAL UNITS ARE SHOWN ON THE BUILDING DETAIL PLANS.

MUTUAL 33

TERRA GRANADA

DRIVE

MUTUAL 22

AVENIDA SEVILLA

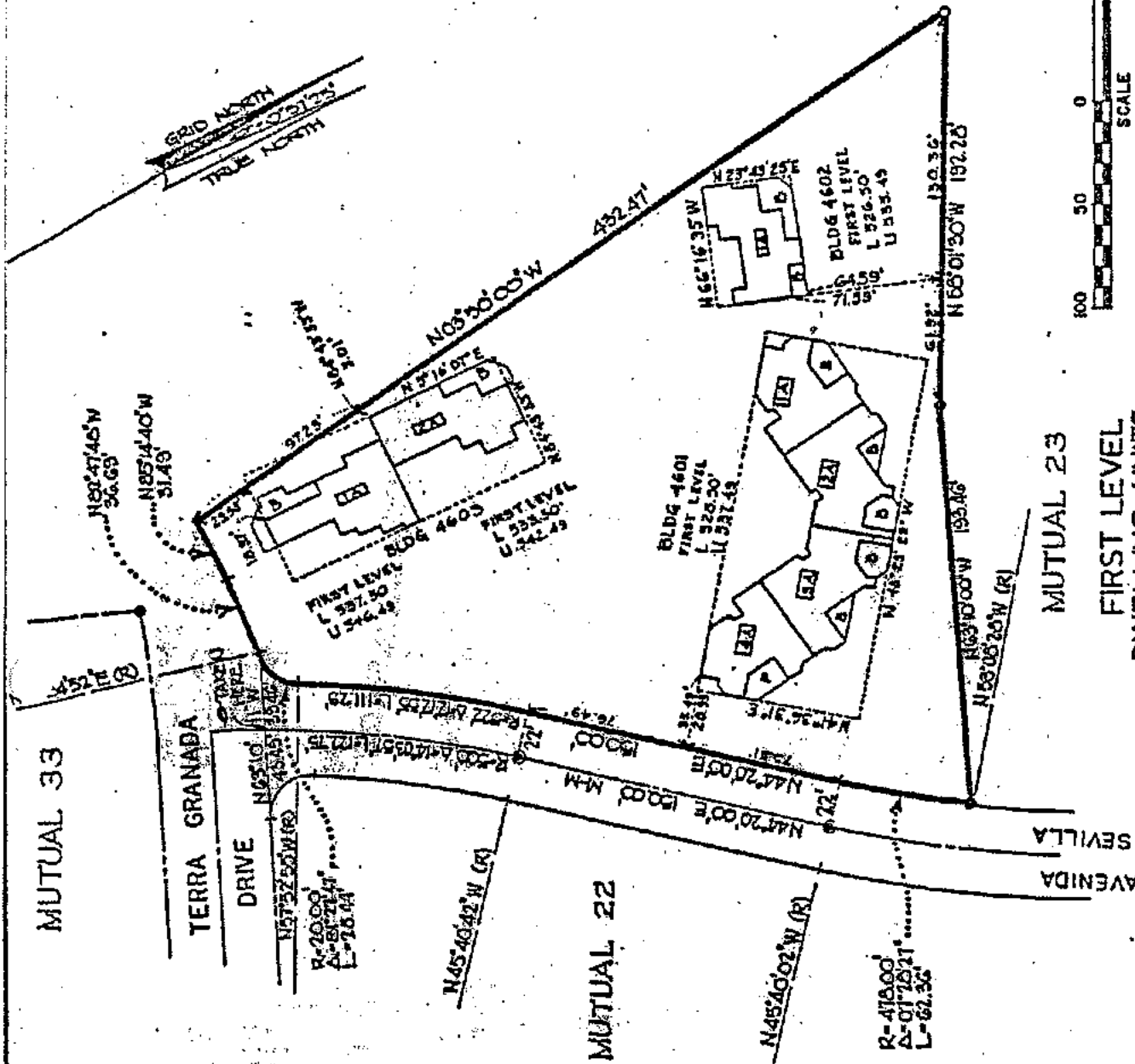
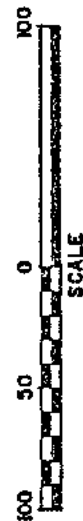
MUTUAL 23  
FIRST LEVEL  
DWELLING UNITS

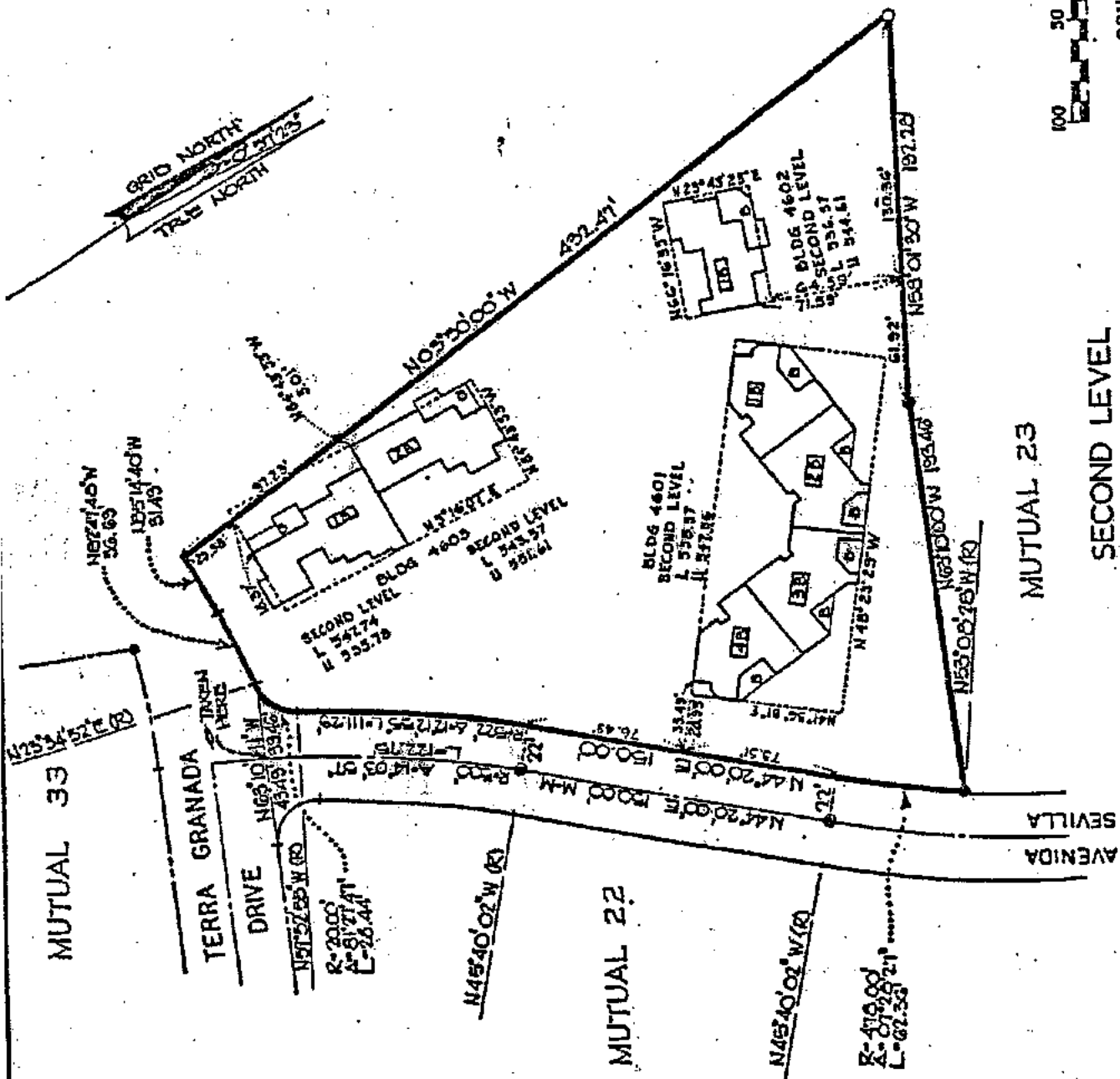
CONDOMINIUM PLANS

MUTUAL 46

SUBDIVISION 4928

CITY OF WALNUT CREEK  
CONTRA COSTA COUNTY, CALIFORNIA  
BRYAN & MURPHY ASSOCIATES INC. CIVIL ENGINEERS  
WALNUT CREEK, CALIFORNIA

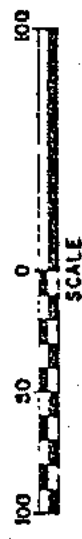
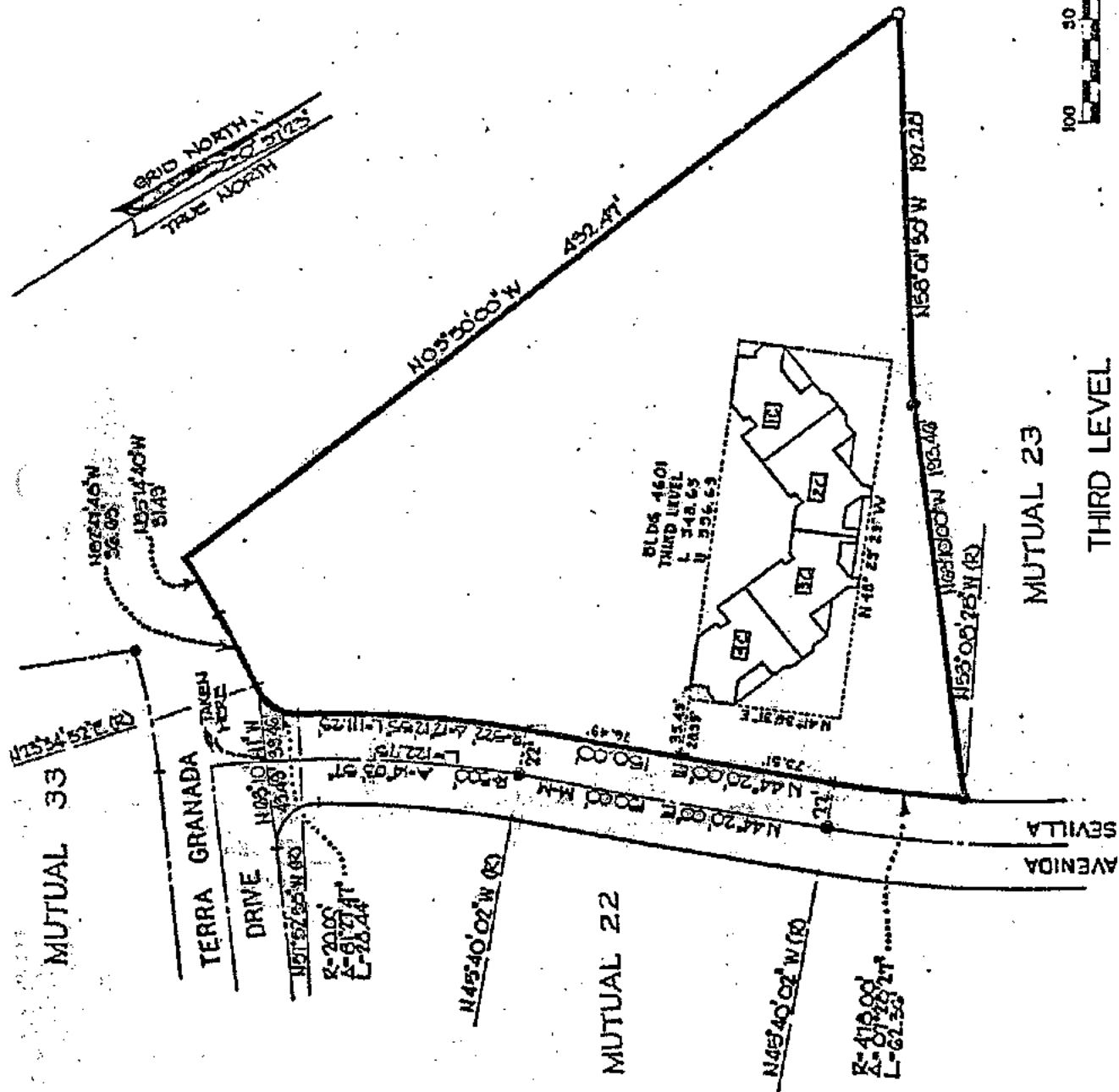




MUTUAL 23  
SECOND LEVEL  
DWELLING UNITS



CONDOMINIUM PLANS  
MUTUAL 46  
SUBDIVISION 4928  
CITY OF WALNUT CREEK  
CONTRA COSTA COUNTY, CALIFORNIA  
BRYAN & MURPHY ASSOCIATES INC. CIVIL ENGINEERS  
WALNUT CREEK, CALIF.



CONDOMINIUM PLANS

MUTUAL 46

SUBDIVISION 4928

CITY OF WALNUT CREEK

CONTRA COSTA COUNTY, CALIFORNIA

BRYAN & MURPHY ASSOCIATES INC. CIVIL ENGINEERS

WALNUT CREEK, CALIFORNIA

MUTUAL 23  
THIRD LEVEL  
DWELLING UNITS

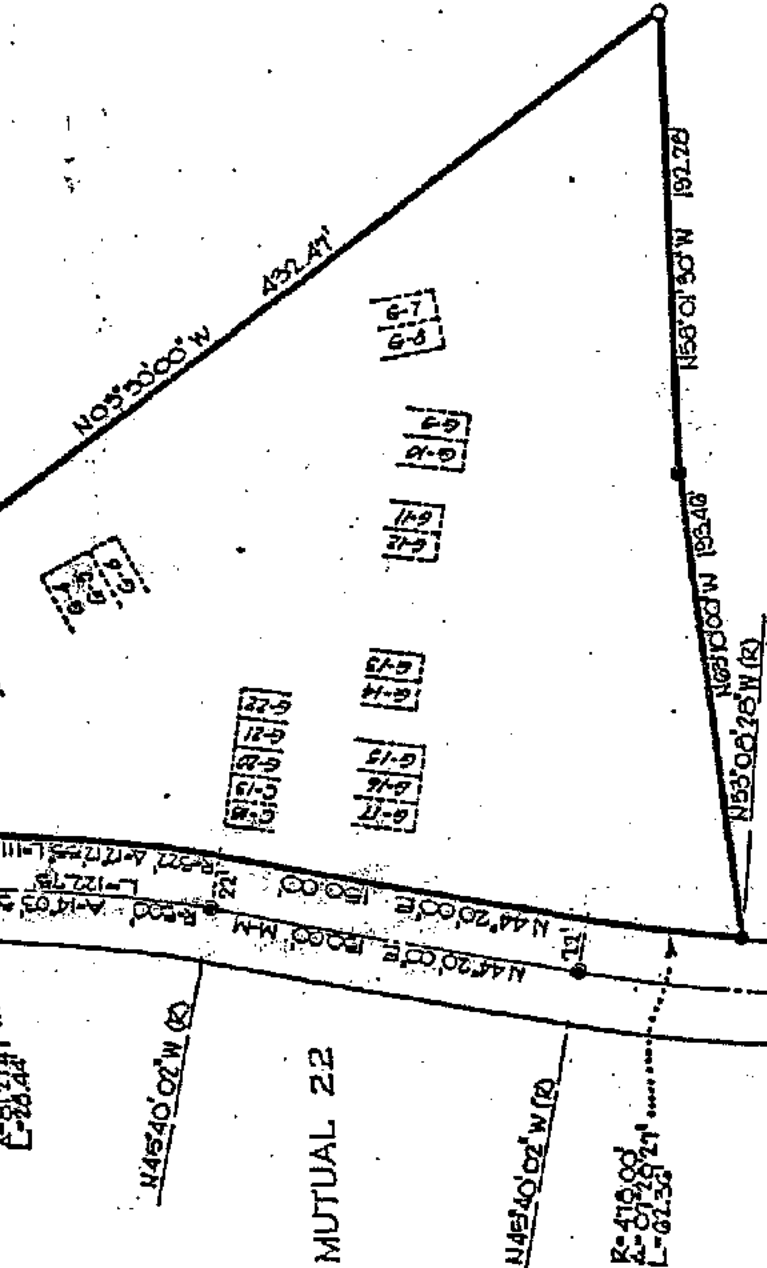
GRID NORTH  
TRUE NORTH

MUTUAL 33  
TERRA GRANADA  
DRIVE  
N 85° 01' 40" W  
56.63'  
N 85° 14' 40" W  
81.43'

N 85° 01' 40" W  
56.63'  
N 85° 14' 40" W  
81.43'

N 85° 01' 40" W  
56.63'  
N 85° 14' 40" W  
81.43'

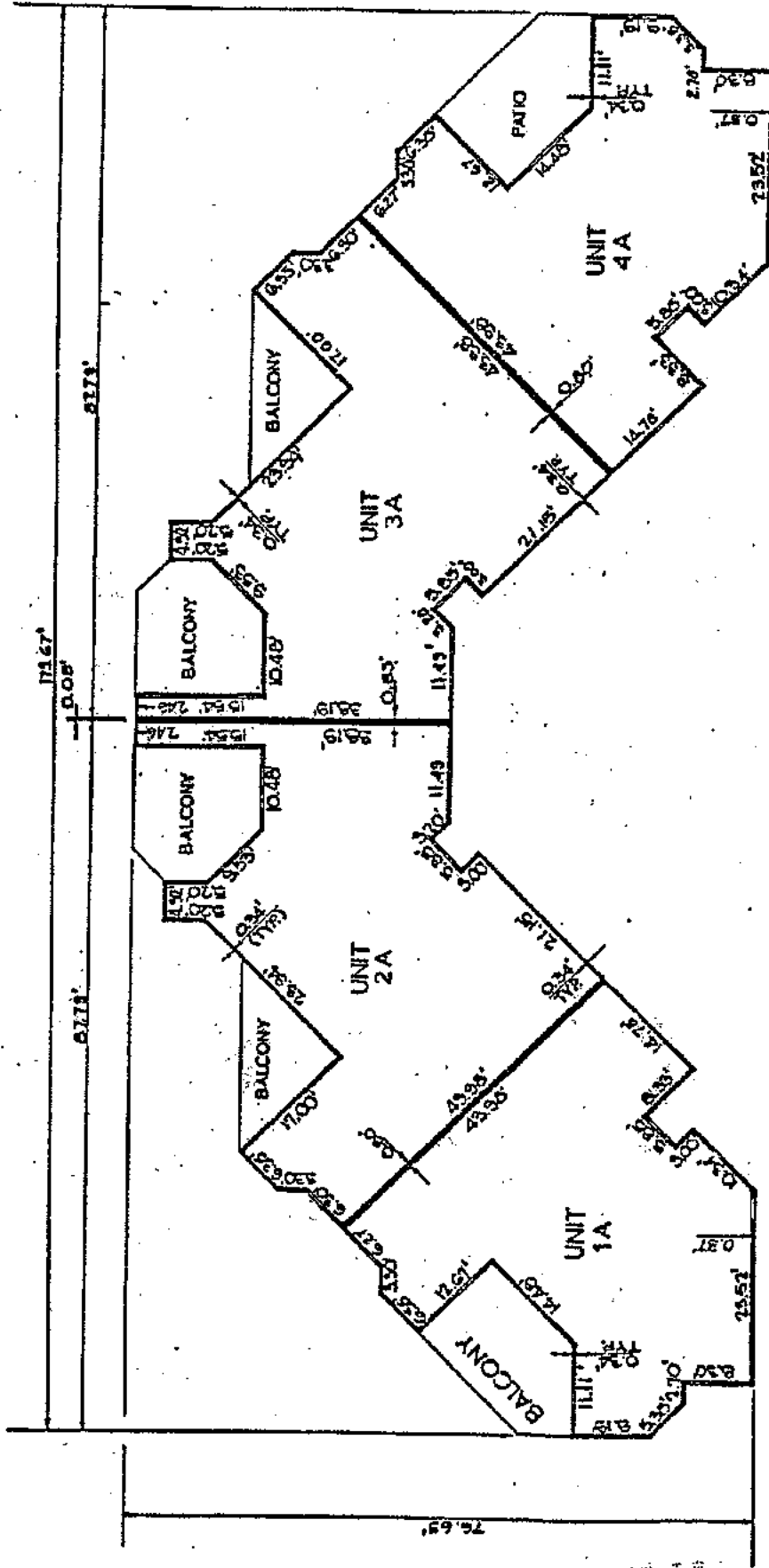
N 85° 01' 40" W  
56.63'  
N 85° 14' 40" W  
81.43'



CONDOMINIUM PLANS  
MUTUAL 46  
SUBDIVISION 4928  
CITY OF WALNUT CREEK  
CONTRA COSTA COUNTY, CALIFORNIA  
BRYAN & MURPHY ASSOCIATES INC. CIVIL ENGINEERS  
WALNUT CREEK, CALIFORNIA  
JUNE 1977 SHEET 4 OF 11 -ETS-

PARKING  
LIMITED COMMON AREA

NOTE:  
SPACES MARKED "C" FOR CARPORT, ARE CARPORT  
SPACES AND ARE LIMITED COMMON AREAS AS MORE  
PARTICULARLY DESCRIBED ON SHEET 1 OF 11 SHEETS.  
SPACES MARKED "G" FOR GARAGE, ARE GARAGE  
SPACES AND ARE LIMITED COMMON AREAS AS MORE  
PARTICULARLY DESCRIBED ON SHEET 1 OF 11 SHEETS.



# FIRST LEVEL BUILDING DETAILS

## BUILDING DETAILS

4601

CONDOMINIUM PLANS

MUTUAL 46

SUBDIVISION 4928

CITY OF WALNUT CREEK

CONTRA COSTA COUNTY, CALIFORNIA

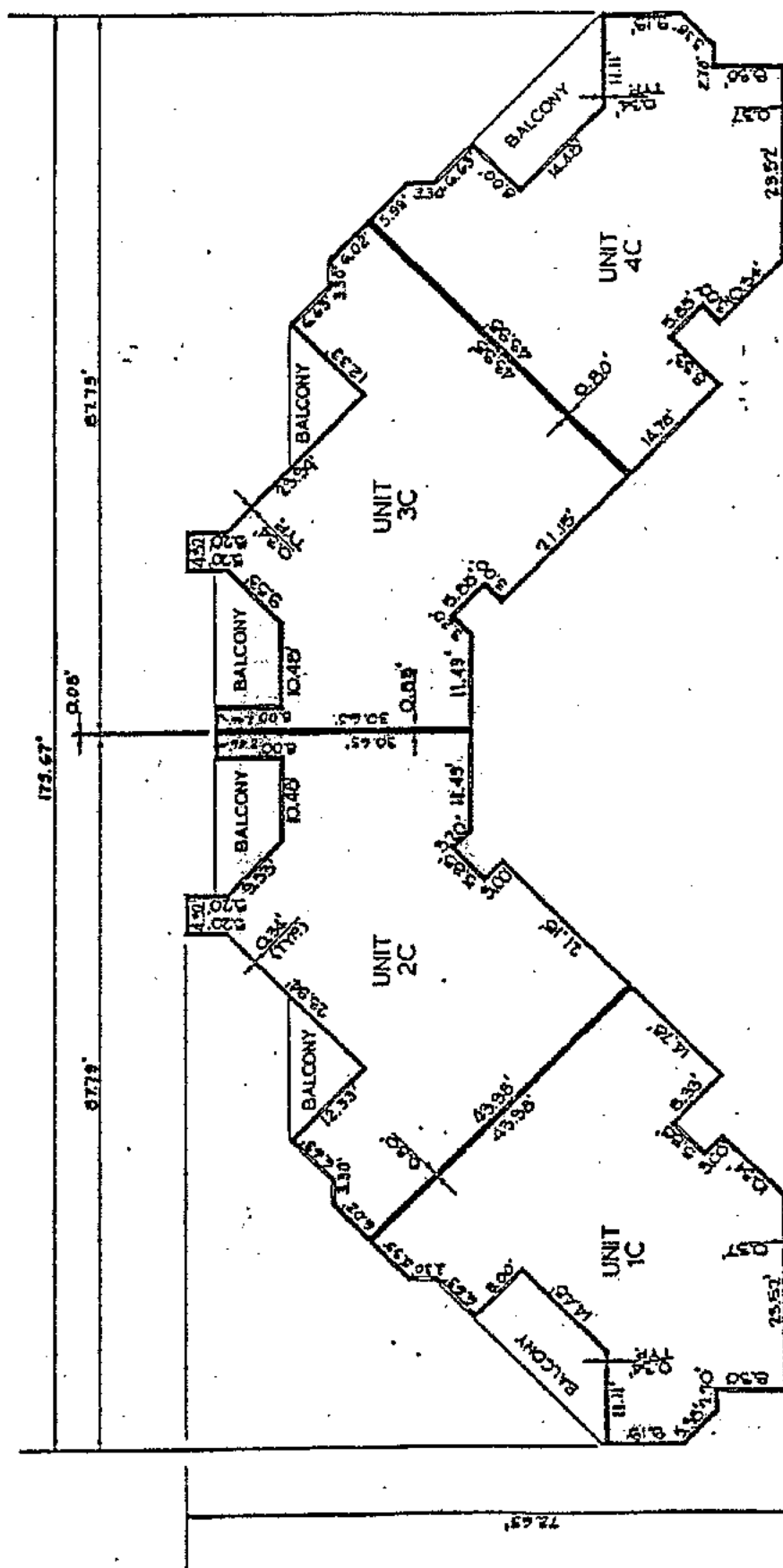
DYER & MURPHY ASSOCIATES INC. CIVIL ENGINEERS  
WALNUT CREEK, CALIFORNIA

JUNE 1977

SHEET 5 OF 11 SHEETS







### THIRD LEVEL BUILDING DETAILS

## **BUILDING DETAILS**

4601

## CONDOMINIUM PLANS

**MUTUAL 46**

**SUBDIVISION**  
**4928**

CITY OF WALNUT CREEK

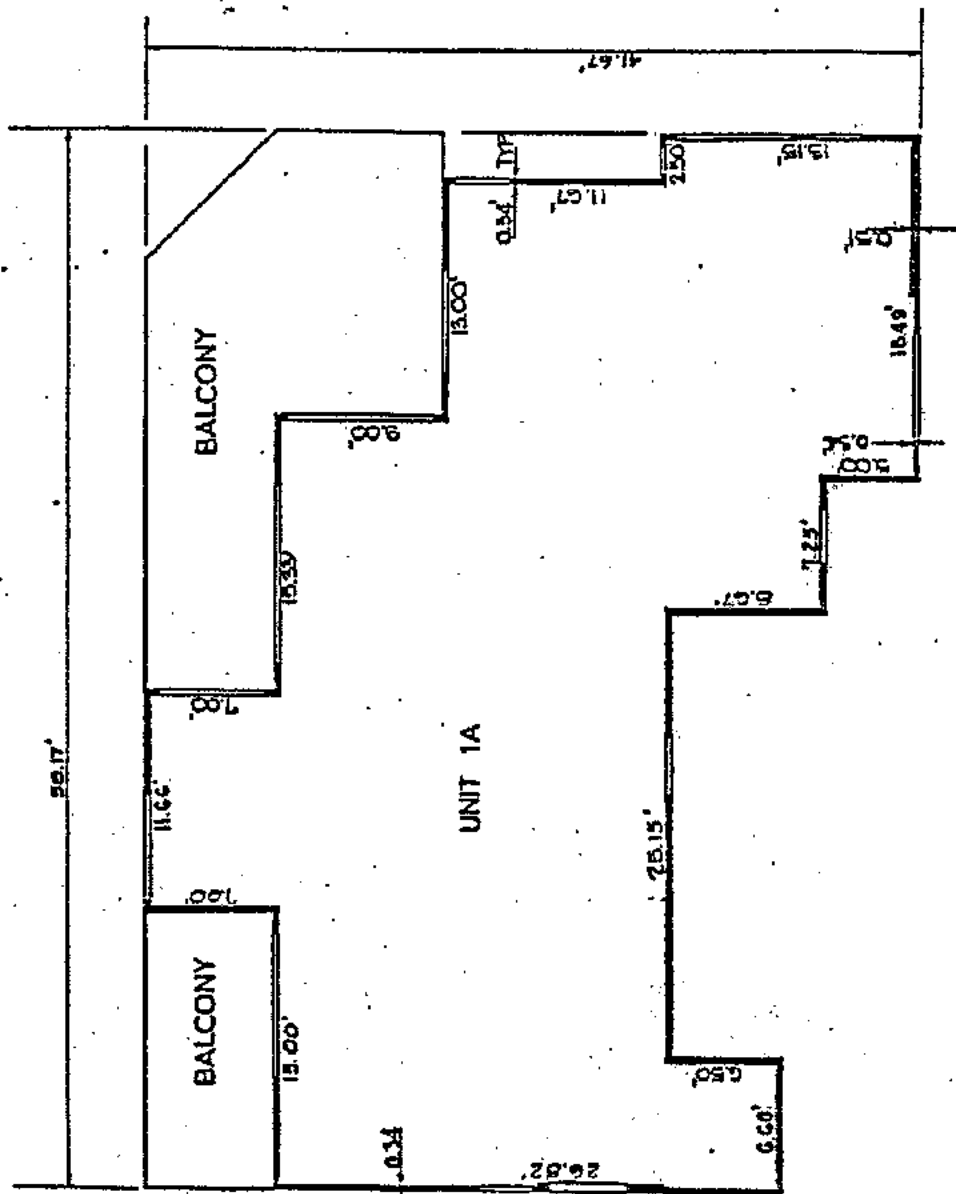
OFFICE OF THE ATTORNEY GENERAL  
CONTRA COSTA COUNTY, CALIFORNIA

**BOYAN & MURPHY ASSOCIATES INC. CIVIL ENGINEERS**

WALNUT CREEK, CALIFORNIA

JUNE 1977

**SHEET 7 OF 11 SHEET**



## FIRST LEVEL BUILDING DETAILS

### BUILDING DETAILS

4602

CONDOMINIUM PLANS

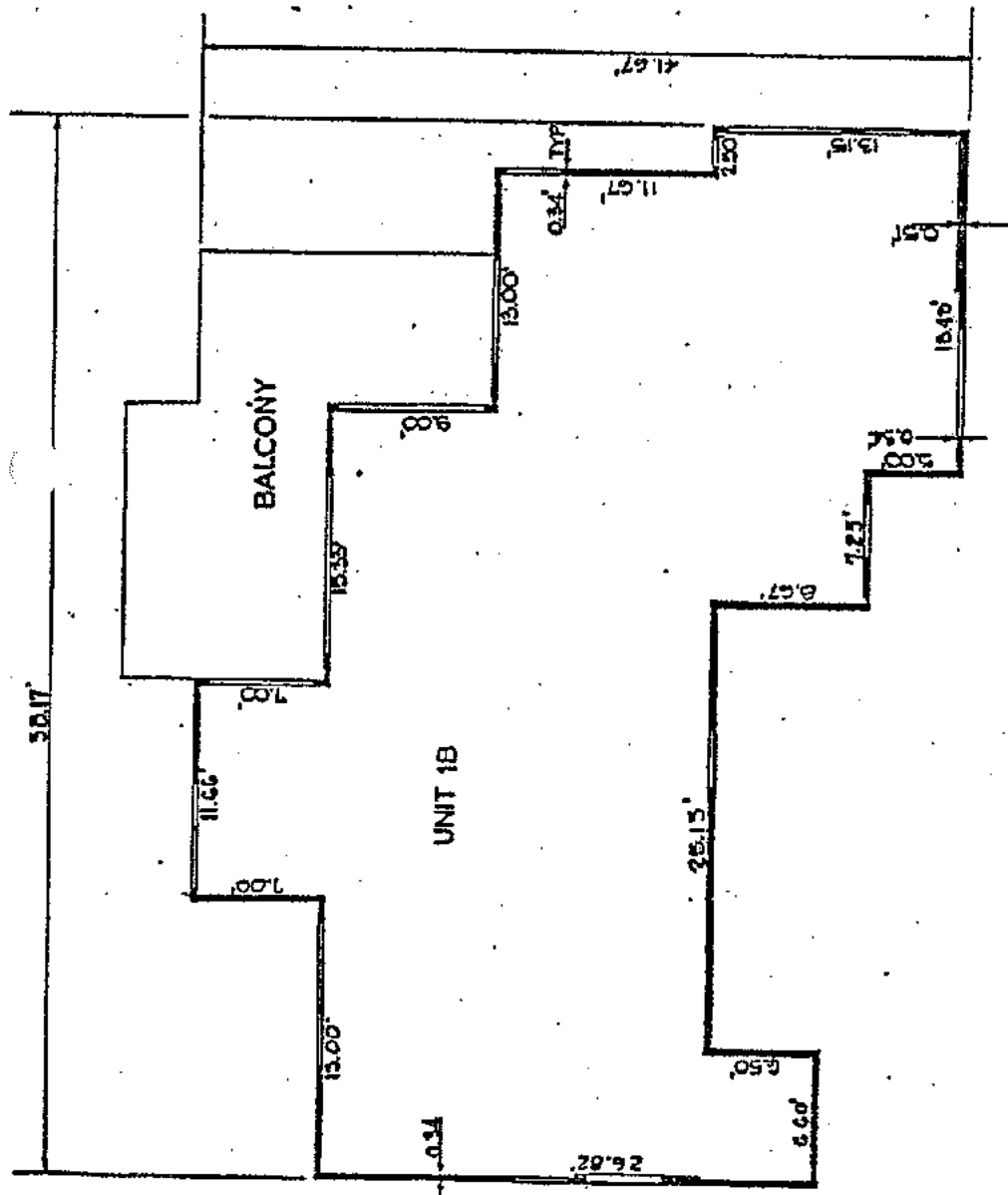
MUTUAL 46

SUBDIVISION 4928

CITY OF WALNUT CREEK  
CONTRA COSTA COUNTY, CALIFORNIA

BYRON & MURPHY ASSOCIATES INC. CIVIL ENGINEERS  
WALNUT CREEK, CALIFORNIA

JUNE 1977 SHEET 8 1 SHEETS



## SECOND LEVEL BUILDING DETAILS

### BUILDING DETAILS

4602

CONDOMINIUM PLANS

MUTUAL 46

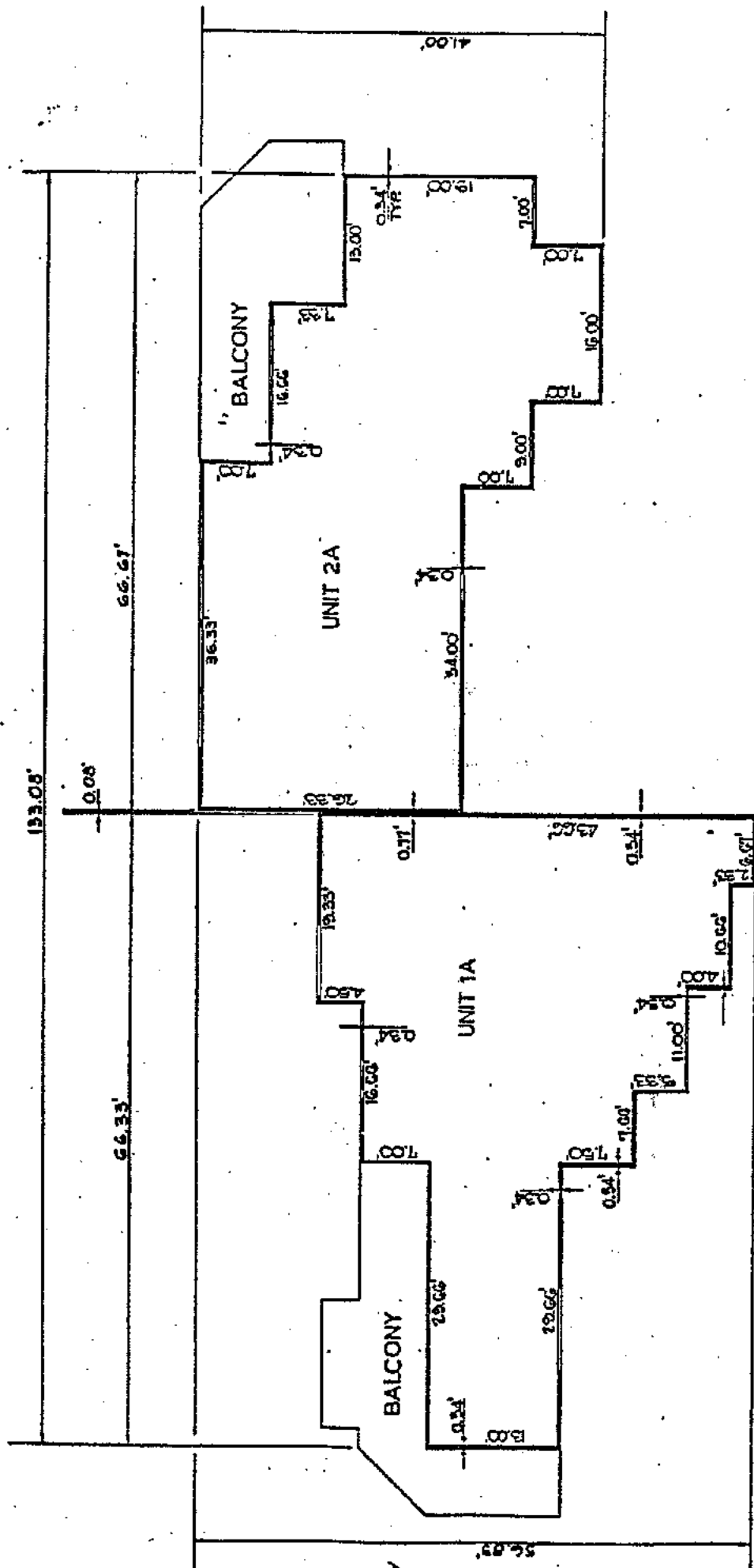
SUBDIVISION 4928

CITY OF WALNUT CREEK  
CONTRA COSTA COUNTY, CALIFORNIA

BRYAN & MURPHY ASSOCIATES INC. CIVIL ENGINEERS  
WALNUT CREEK, CALIFORNIA

JUNE 1977

SHEET 9 OF 11 SHEETS



# FIRST LEVEL BUILDING DETAILS

## BUILDING DETAILS

4603

CONDOMINIUM PLANS

MUTUAL 46

SUBDIVISION 4928

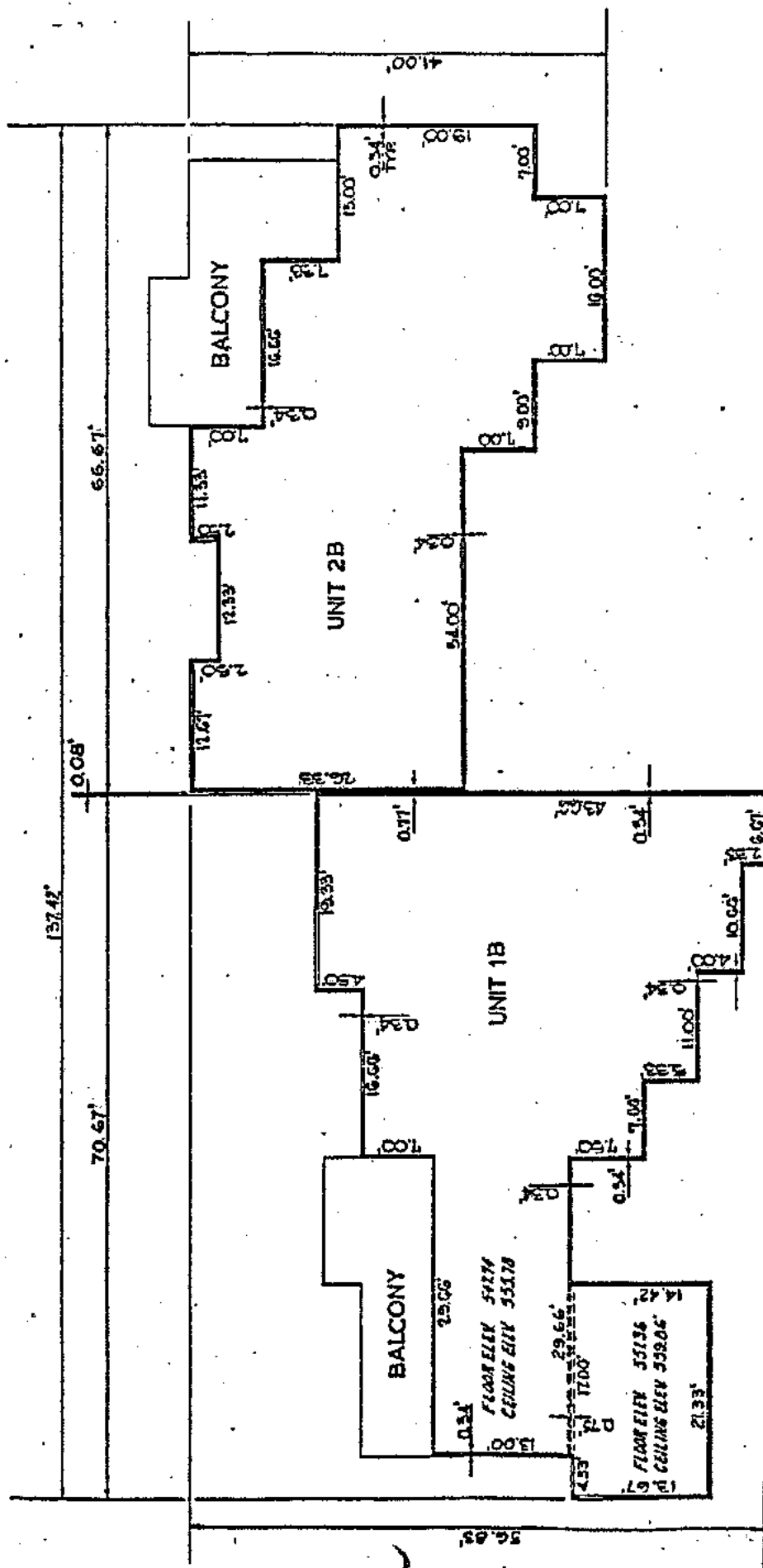
CITY OF WALNUT CREEK

CONTRA COSTA COUNTY, CALIFORNIA

BRYAN B. MURPHY ASSOCIATES INC. CIVIL ENGINEERS,  
WALNUT CREEK, CALIFORNIA

JUNE 1977

SHEET 10 OF 11 SHEETS



## SECOND LEVEL BUILDING DETAILS

## BUILDING DETAILS

4603

## CONDOMINIUM PLANS

**MUTUAL 46**

SUBDIVISION 4928

CITY OF WALNUT CREEK  
CONTRA COSTA COUNTY, CALIFORNIA

**STAN & MURPHY ASSOCIATES INC. CIVIL ENGINEERS  
WALNUT CREEK, CALIFORNIA**

JUNE 1977

**SHEET 11 OF 11 SHEETS**

PLEASE RETURN TO:  
TITLE INSURANCE AND TRUST CO.  
1700 Webster St.  
Oakland, CA. 94612  
Attn: Stephen Brown  
OK-258766

89472/3 JUL -1 1977

DECL 29545  
AGREEMENT ESTABLISHING COVENANTS  
CONDITIONS AND RESTRICTIONS

BOOK 8400 PAGE 112

WHEREAS, Terra California, a California corporation, is the owner of the real property described in Exhibit A hereto; and

WHEREAS, Golden Rain Foundation of Walnut Creek, a California corporation (hereinafter called Foundation) and First Walnut Creek Mutual, Second Walnut Creek Mutual and Walnut Creek Mutual No. Eight (all of the foregoing being California corporations hereinafter collectively called Mutuals) respectively own the parcels of real property developed or intended to be developed for residential, recreational and community purposes which are more particularly described in Exhibit B hereto; and

WHEREAS, the real property of Foundation and Mutuals described in Exhibit B is adjacent to or in the immediate vicinity of the real property of Terra California described in Exhibit A and the development and use of the real property described in Exhibit A is of concern to the Foundation and the Mutuals; and

WHEREAS, Terra California is desirous of obtaining for residents in the improvements to be constructed on the real property described in Exhibit A the privileges of membership in the Foundation and the use of community and recreational facilities of the Foundation; and

WHEREAS, Foundation and Mutuals are willing to afford the privilege of such memberships and use in consideration of the full and timely performance and observance of all of the following covenants, conditions and restrictions.

NOW, THEREFORE, Terra California, Foundation and Mutuals agree that the real property described in Exhibit A shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved subject to the following restrictions, conditions and covenants, all of which run with the land and shall be binding on all parties having or acquiring any right, title or interest in the real property described in Exhibit A hereto or any part thereof, and all of which are for the benefit of the real property described in Exhibit B and each portion thereof and each present and each future owner of any portion of the real property described in Exhibit B and the same shall enure to and pass with the real property described in Exhibit B and each portion thereof.

Record at request of  
Title Insurance And Trust Company  
AT 8 O'Clock A JUL -1 1977  
Contra Costa County Records  
J. R. Olsson  
County Recorder  
Fee \$  
17

1. LAND USE: All of the real property subject hereto shall be developed and shall be used for private residential purposes exclusively and no structure other than residential dwellings, laundry buildings, carports and/or garages shall be erected, altered, placed, or maintained or permitted on any of the real property subject hereto, except the temporary uses and structures referred to in paragraph 9 hereof.

2. ARCHITECTURAL CONTROL:

A. No building, fence, wall or other structure shall be constructed, placed or maintained upon the property subject hereto until the "plan" referred to in Section 1351 of the Civil Code (in the case of a condominium project) as well as the site plans and preliminary construction drawings (herein collectively referred to as "plans") are submitted to and are approved by the committee established under subparagraph D hereof with respect to compatibility, (as to quality of exterior design and construction, density, type and height of improvements, open areas and general pattern of development) with the development on the real property described in Exhibit B, which approval shall not be unreasonably withheld. All such buildings, fences, walls or other structures shall be developed and constructed in accordance with the plans so approved; or an amended approved plan, after its resubmittal to and approval by the committee established under paragraph D hereof.

B. Except for the purposes of proper maintenance and repair and except as provided in said paragraph D hereof, no person, persons, entity or entities shall install, erect, attach, apply, paste, hinge, screw, build or construct any lighting, shades, screens, awnings, patio covers, decorations, fences, aerials, antennas, radio or television broadcasting or receiving devices or make any changes or otherwise alter whatsoever the exterior of any structure constructed on the property subject hereto. For the purpose of this provision, the term "exterior" shall mean any outside walls, outward surfaces, roofs, outside doors, or other outside structures of any residential dwelling units.

C. Except for the purposes of proper maintenance and repair, and except as provided in subparagraph D hereof, no person, persons, entity or entities shall install, construct or build any walkways, slabs, sidewalks, curbs, gutters, patios, porches, driveways, fences, lighting, decorations, aerials, antennas, radio or television broadcasting or receiving devices or other structures of any kind on the property subject hereto except for such walkways, fences, lighting, decorations, aerials, antennas, radio or television broadcasting or receiving devices or other structures which are constructed concurrently with the construction of residential dwellings, residential carports or residential garages on the property subject hereto.

D. Except for proper maintenance and repair, no person, persons, entity or entities shall perform any of the acts specifically set forth in paragraphs B and C above until: The complete plans and specifications showing the kind, nature, shape, height, material, type of construction, schema, and all information specified by the hereinafter named committee for any proposed alteration, modification, addition, deletion or other proposed form of change to the exterior of any residential dwelling unit, residential carport, or residential garage as set forth in subparagraph B hereof or changes to such property as set forth in subparagraph C hereof have been approved in writing as to conformity and harmony in external design with existing structures on the property subject hereto, and upon the property of Foundation and Mutuals, by unanimous decision of a committee of three members appointed as herein-after provided or by a representative designated by all of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member or members shall have full

BOOK 8400 PAGE 113

authority to approve or disapprove the plan to which reference is made in subparagraph A, and such proposed alteration, modification, deletion or other proposed form of change or location pending the appointment of a successor or successors to said committee. The execution and recordation of a certificate of identity of the persons constituting the said committee, which certificate shall refer to the book and page number designated by the County Recorder of Contra Costa County, California, for this declaration by Foundation shall be conclusive evidence of the membership of said committee in favor of any person relying thereon in good faith. In the event the committee or the designated representative appointed by the committee fails to approve or disapprove the plans to which reference is made in subparagraph A hereof, or such proposed alteration, modification, addition, deletion or other proposed form of change within thirty (30) days after submittal to the committee, such approval will not be required and this covenant will be deemed to have been fully complied with. Such 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, at P.O. Box 2220, Dollar Ranch Substation, Walnut Creek, California. The plans shall be deemed submitted to the committee upon the date of receipt by the committee of such plans. The committee shall have the right of changing its mailing address by recording an instrument of change of mailing address with the County Recorder of Contra Costa County, California, which instrument shall refer to the book and page number designated by the County Recorder for the declaration. Neither the members of such committee nor its designated representative shall be entitled to any compensation for any services performed pursuant to this covenant. The powers and duties of such committee and of its designated representative shall continue until January 1, 2008 after which date the powers and duties of the committee shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by a majority of the then owners of the property then covered hereby and by the Foundation has been recorded terminating the power of said committee.

Until ten (10) years has elapsed after the date of recording, the initial conveyance to an Owner of a Condominium subject to these restrictions, one member of said committee shall be appointed by Terra California, a California corporation, and one member shall be appointed by Golden Rain Foundation of Walnut Creek, and the third member shall be designated by the other two members. After the expiration of said ten (10) year period, all of the members of said committee shall be appointed by the Golden Rain Foundation of Walnut Creek. Terra California hereby appoints LYNN E. WHITE as the member of said committee initially as designated by it, and Foundation hereby appoints L. WAYNE DAVIS as the member initially designated by it. The third member shall be NICHOLAS DANILOFF. Terra California and Foundation may at any time remove and replace any members of the committee who they have designated and the third member may be removed and replaced at any time by the other two.

3. EASEMENTS: No structure, planting or other encroachment other than driveways and sidewalks shall be placed or permitted to remain which may damage or interfere with the easements for installation and maintenance of utilities or which may change the direction or flow of drainage or sewer channels or which may obstruct or retard the flow of water through drainage or sewer channels within any easements or installation of maintenance of sewers, utilities and drainage facilities shown on the recorded plat of any of the property subject hereto. The easement area of each lot or parcel and all improvements in it shall be maintained continuously by the owner of any lot or parcel on any of the real property subject hereto except for those improvements for which a public authority or utility company is responsible.



4. SIGNS: No signs of any character shall be erected, posted, pasted, or displayed upon or about any lot or building or improvement constructed on any lot of the real property subject hereto except for such signs as may be displayed in accordance with California Civil Code Section 712.

Notwithstanding the foregoing, it is understood that the provisions of paragraph 4 shall not prevent the construction and temporary maintenance on any part of the property subject hereto of an office or offices to be used solely by the duly authorized selling agent of residential units constructed or to be constructed on said property; likewise, the owner and the duly authorized selling agent of any of the property subject hereto or of residential units constructed hereon shall be permitted to display signs advertising the sale of said property and residential dwelling units and directional and other signs related to the development and sale of the property subject hereto and to erect and use such construction fences, offices, yards and other proper structures as are required during the period of construction.

5. NUISANCES: No noxious or offensive trade or activity shall be carried on in any structures located on the property subject hereto or within the confines of such property nor shall anything be done thereon or therein which may be or become an annoyance or nuisance to owners or occupants of the property subject hereto or to the Foundation, the Mutuals, or users of and residents upon the real property of the Foundation and the Mutuals described in Exhibit B hereto.

6. LIVESTOCK -- POULTRY AND PETS: The maintenance, keeping, boarding and/or raising of animals, livestock or poultry of any kind regardless of number or quantity shall be and is hereby prohibited on the property subject hereto and in any structure thereon except that this shall not prohibit the keeping of dogs, cats or caged-type birds as domestic pets provided, however, that not exceeding a total of two (2) such domestic pets may be maintained in any dwelling unit at any one time.

7. TEMPORARY USE AND STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out-building shall be used on any of the property subject hereto at any time as a residence either temporarily or permanently.

8. OCCUPANCY: The property subject hereto shall be used, occupied and developed only for private residential purposes, and the temporary uses to which reference is made in paragraph 9.

A. No person shall reside in or occupy any residence or dwelling on the property subject hereto except

- (1) Natural persons who have attained the age of forty-five (45) years, for whom payment for membership fee and current dues, charges, and assessments of the Foundation are not delinquent and who comply with the By-Laws, Rules and Regulations of the Foundation as they now exist or from time to time are adopted; and
- (2) Members of the immediate family of the persons listed in subparagraph (1) above who may be permitted temporary occupancy by the Foundation under its Rules and Regulations as they now exist or are from time to time adopted.

B. In the event a residential unit is occupied by one not the owner thereof, both the owner and the occupant shall be personally liable, jointly and severally, for the dues, charges and assessments of the Foundation.

C. No more than two (2) persons may occupy a one (1) bedroom unit or residence nor shall more than three (3) persons occupy a two (2) bedroom unit of residence without the approval of the Foundation.

9. NON-RESIDENTIAL USES: No professional, commercial, or industrial uses of any kind shall be conducted or permitted in or upon any of the property subject hereto except temporary uses related to or required in connection with the development and sale for residential purposes of the property subject hereto. In no event shall any temporary use be conducted or permitted for more than three (3) years, without the written consent of the Foundation.

10. VEHICLES: No vehicles other than golf carts, passenger automobiles and station wagons shall be parked or stored upon any property subject hereto except in areas, if any, which may be designated exclusively for the parking or storage of vehicles other than golf carts, passenger automobiles and station wagons. No vehicle shall be repaired or rebuilt on any of the property subject hereto.

11. MAINTENANCE-LIEN: All property subject hereto shall be landscaped, planted and maintained and the exteriors of all structures on the property subject hereto shall be repaired and maintained to the level and standard that is established from time to time by and for the property and structures of Foundation and Mutuals situated on the real property described in Exhibit B.

In the event the owner of any property covered hereby fails to landscape, plant, repair and maintain said property to such level and standard, Foundation, in addition to any other remedy, may perform or cause performance of such work as may be required to achieve and maintain the appropriate standard and level and the cost thereof shall be immediately due and payable in full from such owner to Foundation, and interest shall accrue on such sum at ten percent (10%) per annum until payment. Said sum with interest shall be a charge and continuing lien on the land of such owner, and, in addition, shall be a personal obligation of such owner. Foundation shall be entitled to reasonable attorneys' fees and its costs in establishing said lien and in enforcing such personal liability pursuant to arbitration, as hereinafter provided, and in enforcing any arbitration award, including the foreclosure thereof. The charge and lien for which provision is made in this paragraph 11 shall be subordinate to the lien of any mortgage or mortgages, but no foreclosure of any mortgage or mortgages shall relieve the property subject hereto or the owner thereof of any charge or lien thereafter arising.

Any disagreement or controversy between an Owner and Foundation with respect to the interpretation or application of this Paragraph 11 or the obligations of such Owner thereunder shall be determined by arbitration. Arbitration may be requested by either Foundation or an Owner, and shall be conducted at Walnut Creek, California, under the jurisdiction of and pursuant to the rules of the American Arbitration Association. Foundation, at least thirty (30) days prior to any request by it for arbitration, shall notify in writing the owner or owners against whom it proposes to seek arbitration, stating the issues to be raised by it in such arbitration.

12. ADDITIONAL PROPERTIES: Additional properties may be annexed to the property described in Exhibit A hereto and thus become a part of the property covered hereby by written instrument executed by the owner or owners of such property and by the Foundation recorded in the Office of the County Recorder of Contra Costa County, California, and referring to the book and page at which this agreement is herein executed.

13. DURATION, AMENDMENTS AND ENFORCEMENT:

BOOK 8400 PAGE 117

A. Duration: All the covenants, conditions and restrictions set forth in this agreement shall continue and remain in full force and effect at all times against the property covered hereby (subject to amendment, modification or termination as provided for in subparagraph B hereof) until January 1, 2008 after which date said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by a majority of the then owners of the property then covered hereby and by the Foundation has been recorded terminating the covenants, conditions and restrictions in whole or in part.

B. Amendment, modification and termination: Notwithstanding the provisions of subparagraph A of this paragraph 13, Foundation and three-fourths (3/4) of the record owners of fee simple title to all property covered hereby shall at all times have the right to modify, amend or terminate in whole or in part all covenants, conditions and restrictions herein contained, as to and only as to the property of such owners executing, acknowledging and by recording in the Office of the County Recorder of Contra Costa County, California, an instrument or instruments terminating, amending or modifying the covenants, conditions and restrictions hereof which instrument shall specifically describe the property. Such instrument when so recorded shall be conclusive evidence of such amendment, termination or modification in favor of any person relying thereon in good faith. Any such instrument shall also refer to the book and page number designated by the County Recorder of Contra Costa County, California, for this instrument. Such amendment, modification or termination shall apply only to the property specifically described therein.

C. Pre-construction Rights: Notwithstanding the foregoing provisions of this paragraph 13, the owner or owners of any property subject hereto, by recording in the Office of the County Recorder of Contra Costa County, California, an instrument of termination, amendment or modification (which instrument shall refer to the book and page number designated by the County Recorder of Contra Costa County, California, for this instrument), may terminate, amend or modify in whole or in part the covenants, conditions and restrictions herein contained as to any parcel of the property subject hereto at any time prior to the construction of any improvements on such parcel. "Parcel" as used in this subparagraph C means a parcel shown upon a parcel map recorded pursuant to Section 11575 et. seq. of the Business and Professions Code of the State of California. Construction of improvements means the installation of foundation or footing for a building and, in the case of a concrete foundation or footing, shall refer to the pouring of concrete for such foundation or footing. No power to amend, modify or terminate shall exist under this subparagraph C after any construction of improvements as above defined on any portion of a parcel even though such parcel may thereafter be further divided or the boundaries thereof modified or amended or the legal effect of the map upon which such parcel is delineated nullified.

D. Enforcement: The Foundation shall have the exclusive right in its own behalf and in behalf of the Mutuals to enforce by any proceeding at law or in equity all conditions, restrictions, covenants, reservations, liens and charges now or hereafter imposed by or under the provisions of this agreement. Failure by the Foundation to so enforce in any respect shall in no event be deemed a waiver of the right to do so thereafter.

No breach of the covenants, conditions and restrictions herein contained shall 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 party thereof but this agreement shall be binding upon and effective against any owner of the property covered hereby or a portion thereof whose title thereto is acquired by foreclosure, trustee sale or otherwise.

14. SEVERABILITY: Invalidation of any one or more of the covenants, conditions and restrictions herein contained by judgment of a court of competent jurisdiction shall in no wise effect any of the other provisions hereof and all other provisions shall remain in full force and effect.

DATED: 4-18, 19 77

TERRA CALIFORNIA, a  
California Corporation **SEAL AFFIXED**

By David B. Wood  
Its President

By Lynn E. White  
Its Assistant Secretary

State of California  
County of Contra Costa

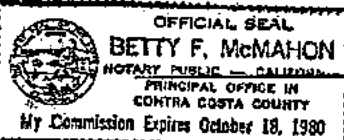
GOLDEN RAIN FOUNDATION OF  
WALNUT CREEK, a California  
Corporation

By Marguerite Wersheimer  
Its President

By Eunice F. Mignola  
Its Assistant Secretary

On this 18th day of April in the year one thousand nine hundred and seventy-seven, before me, the undersigned, a Notary Public, State of California, duly commissioned and sworn, personally appeared DAVID B. WOOD AND LYNN E. WHITE known to me to be the PRESIDENT AND ASSISTANT SECRETARY of the corporation described in and that executed the within instrument, and also 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 same in accordance with its By-Laws.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Contra Costa the day and year in this certificate first above written.



Betty F. McMahon  
Notary Public, State of California

My Commission Expires 10-18-80

State of California  
County of CONTRA COSTA

On this 18th day of April in the year one thousand nine hundred and seventy-seven, before me, the undersigned, a Notary Public, State of California, duly commissioned and sworn, personally appeared MARGUERITE WERSHEIMER & EUNICE F. MIGNOLA known to me to be the PRESIDENT & ASSISTANT SECRETARY of the corporation described in and that executed the within instrument, and also known to me to be the person S who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of CONTRA COSTA the day and year in this certificate first above written.

Esmeralda M. Omania  
Notary Public, State of California  
My Commission Expires January 16, 1980

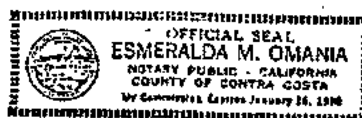
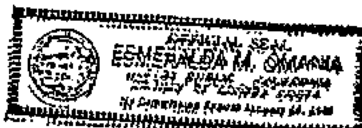


EXHIBIT "A"

BOOK 8400 PAGE 119

LOT 1, SUBDIVISION 4928. AS SHOWN ON THE MAP OF "SUBDIVISION 4928 (MUTUAL 46), CITY OF WALNUT CREEK, CONTRA COSTA COUNTY, CALIFORNIA", 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.

REAL PROPERTY IN THE CITY OF WALNUT CREEK, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 1:

PARCEL 1, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP, FILED FEBRUARY 12, 1964, IN LICENSE SURVEY MAP BOOK 25, AT PAGE 48, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION DESCRIBED IN THE DEED TO ROSSMOOR CORPORATION, DATED FEBRUARY 2, 1967, RECORDED FEBRUARY 17, 1967, IN BOOK 5308 OF OFFICIAL RECORDS OF CONTRA COSTA COUNTY, AT PAGE 56.

PARCEL 2:

ALL THOSE AREAS DESIGNATED GOLDEN RAIN ROAD, TICE CREEK DRIVE, ROCKLEDGE LANE, 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 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 SAID RECORD OF SURVEY AT PAGE 48.

PARCEL 3:

ALL THOSE AREAS DESIGNATED 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 25, AT PAGE 36, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TICE CREEK DRIVE, LEISURE LAND 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.

PARCEL 4:

ALL THOSE AREAS DESIGNATED 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 PAGES 43 AND 44, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 5:

ALL THAT CERTAIN AREA DESIGNATED PINE KNOLL DR., 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.

PARCEL 6:

ALL THAT CERTAIN AREA DESIGNATED 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 18, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 7:

ALL THAT CERTAIN AREA DESIGNATED 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.

PARCEL 8:

ALL THAT CERTAIN AREA DESIGNATED 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.

PARCEL 9:

ALL THAT CERTAIN AREA DESIGNATED SINGING WOOD COURT AND TICE CREEK DRIVE, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP, FILED DECEMBER 17, 1965, IN LICENSE SURVEY MAP BOOK 38, AT PAGE 50, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 10:

COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF TICE CREEK DRIVE, WITH THE CENTER LINE OF STANLEY DOLLAR DRIVE, AS SHOWN ON THE 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; RUN THENCE NORTH 63° 51' 17" EAST 174.171 FEET; THENCE TANGENT TO THE LAST MENTIONED COURSE, NORTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 500 FEET, THROUGH A CENTRAL ANGLE OF 21° 16' 51", A DISTANCE OF 185.71 FEET; THENCE TANGENT TO THE LAST NAMED CURVE, NORTH 85° 08' 08" EAST 150 FEET; THENCE TANGENT TO THE LAST MENTIONED COURSE, NORTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 500 FEET, THROUGH A CENTRAL ANGLE OF 10° 40' 05", A DISTANCE OF 93.096 FEET; THENCE TANGENT TO THE LAST NAMED CURVE, NORTH 74° 28' 03" EAST 192.223 FEET; THENCE TANGENT TO THE LAST NAMED COURSE, NORTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 500 FEET, THROUGH A CENTRAL ANGLE OF 23° 28' 03", A DISTANCE OF 204.793 FEET; THENCE TANGENT TO THE LAST MENTIONED CURVE, NORTH 51° EAST 30.931 FEET; THENCE SOUTH 39° EAST 28 FEET TO THE ACTUAL POINT OF BEGINNING OF THE PARCEL OF LAND TO BE DESCRIBED; RUNNING THENCE SOUTH 51° WEST 30.391 FEET; THENCE TANGENT TO THE LAST NAMED COURSE, SOUTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 528 FEET, THROUGH A CENTRAL ANGLE OF 4° 33', A DISTANCE OF 39.096 FEET; THENCE SOUTH 31° 20' 15" EAST 221.511 FEET; THENCE SOUTH 76° 10' 03" WEST 186.18 FEET; THENCE SOUTH 37° 33' 04" WEST 49.27 FEET; THENCE SOUTH 0° 32' 55" EAST 281.92 FEET; THENCE SOUTH 25° 42' 08" EAST 300.06 FEET; THENCE NORTH 85° 23' 01" EAST 111.48 FEET; THENCE SOUTH 0° 57' 22" EAST 66.44 FEET; THENCE NORTH 87° 04' 38" EAST 173.90 FEET; THENCE NORTH 0° 44' 48" EAST 72.517 FEET; THENCE NORTH 21° 50' EAST 110 FEET; THENCE NORTH 9° 15' WEST 278 FEET; THENCE NORTH 36° 30' WEST 127 FEET; THENCE NORTH 7° 30' WEST 97 FEET; THENCE NORTH 38° WEST 90 FEET; THENCE NORTH 55° 30' WEST 34 FEET; THENCE NORTH 21° 30' WEST 137 FEET TO A LINE DRAWN SOUTH 39° 52' 23" EAST FROM THE ACTUAL POINT OF BEGINNING; AND THENCE NORTH 39° 52' 23" WEST 67.304 FEET TO THE ACTUAL POINT OF BEGINNING.

PARCEL 11:

ALL THAT CERTAIN AREA DESIGNATED 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.

PARCEL 12:

ALL THOSE CERTAIN AREAS DESIGNATED AS PTARMIGAN DRIVE AND TICE CREEK DRIVE, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP, FILED APRIL 27, 1967, IN LICENSE SURVEY MAP BOOK 42, AT PAGE 5, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

(OVER)

- 3 -

EXCEPTING THEREFROM ANY PORTION OF CANYONWOOD COURT, TICE CREEK DRIVE AND PTARMIGAN DRIVE ADJOINING THE BOUNDARY LINES OF SAID RECORD OF SURVEY MAP (42 LSM 5).

PARCEL 13:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF PINE KNOLL DRIVE, WITH THE NORTH LINE OF PARCEL 28, AS SAID DRIVE AND PARCEL ARE SHOWN ON THE CERTAIN RECORD OF SURVEY MAP, FILED JUNE 18, 1965, IN LICENSE SURVEY MAP BOOK 35, AT PAGE 22, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; RUNNING THENCE ALONG SAID NORTH LINE, NORTH  $71^{\circ} 30'$  WEST 684 FEET TO THE GENERAL EAST LINE OF SAID PARCEL 28; THENCE ALONG THE LAST NAMED LINE AND ALONG THE GENERAL EAST LINE OF PARCEL 27, AS SAID PARCEL IS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP, FILED JUNE 18, 1965, IN LICENSE SURVEY MAP BOOK 35, AT PAGE 23, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, NORTH  $6^{\circ} 37' 10''$  WEST 711.14 FEET TO AN ANGLE POINT IN LAST SAID EAST LINE; THENCE CONTINUING ALONG THE LAST NAMED LINE, NORTH  $46^{\circ}$  EAST 214 FEET TO THE SOUTHWEST LINE OF GOLDEN RAIN ROAD, AS SAID ROAD IS 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; THENCE ALONG THE LAST NAMED LINE, FROM A TANGENT THAT BEARS SOUTH  $46^{\circ}$  EAST, ON A CURVE TO THE LEFT WITH A RADIUS OF 376 FEET, THROUGH A CENTRAL ANGLE OF  $9^{\circ} 19' 22''$ , A DISTANCE OF 61.18 FEET; THENCE TANGENT TO THE LAST NAMED CURVE, SOUTH  $53^{\circ} 19' 22''$  EAST 211.61 FEET; THENCE TANGENT TO THE LAST NAMED COURSE, SOUTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 574 FEET, THROUGH A CENTRAL ANGLE OF  $13^{\circ} 44' 22''$ , A DISTANCE OF 137.64 FEET; THENCE TANGENT TO THE LAST NAMED CURVE, SOUTH  $39^{\circ} 35'$  EAST 302.71 FEET; THENCE TANGENT TO THE LAST NAMED COURSE, SOUTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 526 FEET, THROUGH A CENTRAL ANGLE OF  $9^{\circ} 45'$ , A DISTANCE OF 89.51 FEET; THENCE TANGENT TO THE LAST NAMED COURSE, SOUTH  $49^{\circ} 20'$  EAST 216.95 FEET TO THE NORTHWEST TERMINUS OF A CURVE WITH A RADIUS OF 19 FEET, A CENTRAL ANGLE OF  $90^{\circ}$  AND A LENGTH OF 29.85 FEET CONNECTING SAID SOUTHWEST LINE OF GOLDEN RAIN ROAD, WITH SAID NORTHWEST LINE OF PINE KNOLL DRIVE, AS SAID CURVE IS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP, FILED SEPTEMBER 10, 1964, IN LICENSE SURVEY MAP BOOK, AT PAGE 18, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG SAID CURVE, TANGENT TO THE LAST NAMED COURSE, SOUTHEASTERLY, SOUTHERLY AND SOUTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 19 FEET, THROUGH A CENTRAL ANGLE OF  $90^{\circ}$ , A DISTANCE OF 29.85 FEET TO THE NORTHWEST LINE OF PINE KNOLL DRIVE, AS SAID DRIVE IS 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; THENCE ALONG THE LAST NAMED LINE, SOUTHWESTERLY ON A REVERSE CURVE TO THE LEFT WITH A RADIUS OF 526 FEET, THROUGH A CENTRAL ANGLE OF  $22^{\circ} 10'$ , A DISTANCE OF 203.50 FEET; THENCE TANGENT TO THE LAST NAMED CURVE, SOUTH  $18^{\circ} 30'$  WEST 178.30 FEET TO THE POINT OF BEGINNING.

PARCEL 14:

ALL THAT CERTAIN AREA DESIGNATED TICE CREEK DRIVE, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP, FILED FEBRUARY 3, 1967, IN LICENSE SURVEY MAP BOOK 46, AT PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 15:

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 NORTHWEST OF THE EXTENSION SOUTH  $64^{\circ} 03' 47''$  WEST OF THE SOUTHWEST LINE OF PARCEL 36, AS SHOWN ON SAID MAP.

(OVER)



PARCEL 16:

THAT PORTION OF TICE CREEK DRIVE, AS SHOWN ON THAT CERTAIN REVISED PARCEL MAP, FILED JUNE 27, 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.

PARCEL 17:

THAT PORTION OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 2 WEST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHWEST LINE OF PARCEL 37, WITH THE SOUTHEAST LINE OF PARCEL 38, 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 SOUTHEAST LINE, SOUTH 28° 29' WEST 52 FEET; THENCE FROM A TANGENT WHICH BEARS SOUTH 61° 31' EAST, ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 626 FEET, THROUGH A CENTRAL ANGLE OF 5° 22', A DISTANCE OF 58.63 FEET; THENCE NORTH 23° 07' EAST 52 FEET TO SAID SOUTHWEST LINE OF PARCEL 37; AND THENCE ALONG THE LAST NAMED LINE, FROM A TANGENT WHICH BEARS NORTH 66° 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° 22', A DISTANCE OF 53.76 FEET TO THE POINT OF BEGINNING.

PARCEL 18:

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.

PARCEL 19:

PARCELS 3, 4 AND 5, AS SAID PARCELS ARE SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP, FILED FEBRUARY 13, 1964, IN LICENSE SURVEY MAP BOOK 25, AT PAGE 49, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 20:

PARCELS 6, 7 AND 8, AS SAID PARCELS ARE SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP, FILED FEBRUARY 13, 1964, IN LICENSE SURVEY MAP BOOK 25, AT PAGE 50, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 21:

PARCELS 9, 10 AND 11, AS SAID PARCELS ARE 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.

PARCEL 22:

PARCELS 12, 13 AND 14, AS SAID PARCELS ARE 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.

PARCEL 23:

PARCELS 16, 17 AND 18, AS SAID PARCELS ARE SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP, FILED MAY 15, 1964, IN LICENSE SURVEY MAP BOOK 27, AT PAGE 43, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

(COVER)

PARCEL 24:

PARCEL 19, AS SAID PARCEL IS 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.

PARCEL 25:

PARCELS 21, 22 AND 23, AS SAID PARCELS ARE SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP, FILED SEPTEMBER 10, 1964, IN LICENSE SURVEY MAP BOOK 30, AT PAGE 18, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 26:

PARCEL 25, AS SAID PARCEL IS 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.

PARCEL 27:

PARCEL 24, AS SAID PARCEL IS 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.

PARCEL 28:

PARCEL 39, AS SAID PARCEL IS SHOWN ON THAT CERTAIN PARCEL MAP, FILED OCTOBER 28, 1968, IN BOOK 6 OF PARCEL MAPS, AT PAGE 12, CONTRA COSTA COUNTY RECORDS.

PARCEL 29:

PARCELS 29 AND 30, AS SAID PARCELS ARE SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP, FILED DECEMBER 17, 1965, IN LICENSE SURVEY MAP BOOK 38, AT PAGE 50, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 30:

PARCEL 15, AS SAID PARCEL IS 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.

PARCEL 31:

PARCEL 31, AS SAID PARCEL IS 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.

PARCEL 32:

PARCEL 32, AS SAID PARCEL IS 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.

PARCEL 33:

PORTION OF PARCEL 2, AS SAID PARCEL IS 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, DESCRIBED AS FOLLOWS:

(OVER)

BEGINNING AT THE INTERSECTION OF THE EASTERN LINE OF TICE CREEK DRIVE, AS SAID DRIVE IS SHOWN ON SAID MAP, WITH THE SOUTHERN LINE OF SAID PARCEL 2; RUNNING THENCE ALONG SAID EASTERN LINE, FROM A TANGENT THAT BEARS NORTH  $31^{\circ} 36' 29''$  WEST, ON A CURVE TO THE RIGHT WITH A RADIUS OF 1574 FEET, THROUGH A CENTRAL ANGLE OF  $5^{\circ} 50' 10''$ , A DISTANCE OF 160.33 FEET; THENCE LEAVING THE LAST NAMED LINE, NORTH  $69^{\circ} 57' 46''$  EAST 139.93 FEET; THENCE NORTH  $20^{\circ} 02' 14''$  WEST 88.98 FEET; THENCE NORTH  $69^{\circ} 57' 46''$  EAST 157.00 FEET TO THE EASTERN LINE OF SAID PARCEL 2; THENCE ALONG THE LAST NAMED LINE, SOUTH  $24^{\circ} 49' 28''$  EAST 188.98 FEET TO SAID SOUTHERN LINE OF SAID PARCEL 2; THENCE ALONG THE LAST NAMED LINE, SOUTH  $58^{\circ} 23' 31''$  WEST 294.58 FEET TO THE POINT OF BEGINNING.

PARCEL 34:

PARCELS 33 AND 34, AS SAID PARCELS ARE SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP, FILED FEBRUARY 3, 1967, IN LICENSE SURVEY MAP BOOK 46, AT PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 35:

PORTION OF PARCEL 2, AS SAID PARCEL IS 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, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERN LINE OF TICE CREEK DRIVE, AS SAID DRIVE IS SHOWN ON SAID MAP, WITH THE SOUTHERN LINE OF SAID PARCEL 2; RUN THENCE ALONG SAID EASTERN LINE, FROM A TANGENT THAT BEARS NORTH  $31^{\circ} 36' 29''$  WEST, ON A CURVE TO THE RIGHT WITH A RADIUS OF 1574 FEET, THROUGH A CENTRAL ANGLE OF  $5^{\circ} 50' 10''$ , A DISTANCE OF 160.33 FEET TO THE ACTUAL POINT OF BEGINNING OF THE PARCEL OF LAND TO BE DESCRIBED; RUNNING THENCE NORTH  $69^{\circ} 57' 46''$  EAST, A DISTANCE OF 139.93 FEET; THENCE NORTH  $20^{\circ} 02' 14''$  WEST 88.98 FEET; THENCE SOUTH  $69^{\circ} 57' 46''$  WEST 41.94 FEET; THENCE NORTH  $20^{\circ} 02' 14''$  WEST 90.98 FEET; THENCE SOUTH  $70^{\circ} 50' 52''$  WEST 105.70 FEET TO SAID EASTERN LINE OF TICE CREEK DRIVE; THENCE ALONG THE LAST NAMED LINE, SOUTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 1574 FEET, THROUGH A CENTRAL ANGLE OF  $6^{\circ} 37' 11''$ , A DISTANCE OF 181.85 FEET TO THE ACTUAL POINT OF BEGINNING.

PARCEL 36:

PARCELS 35 AND 36, AS SAID PARCELS ARE SHOWN ON THAT CERTAIN PARCEL MAP, FILED JUNE 28, 1968, IN BOOK 4 OF PARCEL MAPS, AT PAGE 13, CONTRA COSTA COUNTY RECORDS.

PARCEL 37:

PARCELS 37 AND 38, AS SAID PARCELS ARE SHOWN ON THAT CERTAIN PARCEL MAP, FILED JUNE 28, 1968, IN BOOK 4 OF PARCEL MAPS, AT PAGE 13, CONTRA COSTA COUNTY RECORDS.

PARCEL 38:

SKYCREST DRIVE, AS SHOWN ON THE 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.

(OVER)

PARCEL 39:

BOOK 8400 PAGE 126

ALL THAT CERTAIN PROPERTY DESCRIBED IN THE DEED FROM TERRA CALIFORNIA, A CALIFORNIA CORPORATION, TO GOLDEN RAIN FOUNDATION OF WALNUT CREEK, A CALIFORNIA CORPORATION, DATED SEPTEMBER 28, 1973, RECORDED NOVEMBER 20, 1973, IN BOOK 7095 OF OFFICIAL RECORDS OF CONTRA COSTA COUNTY, PAGE 251, INSTRUMENT NO. 110264. (SAID PROPERTY BEING THE FRONT 9 AND THE BACK 9 OF THE EXISTING GOLF COURSE, THE MAINTENANCE BUILDING, STANLEY DOLLAR JR. CLUB HOUSE AND VARIOUS ACCESS EASEMENTS).

EXCEPTING THEREFROM: PARCELS 1, 2 AND 3, AS DESCRIBED IN THE DEED FROM GOLDEN RAIN FOUNDATION OF WALNUT CREEK, A CALIFORNIA CORPORATION TO TERRA CALIFORNIA, A CALIFORNIA CORPORATION, DATED SEPTEMBER 10, 1974, RECORDED SEPTEMBER 19, 1974, IN BOOK 7326 OF OFFICIAL RECORDS OF CONTRA COSTA COUNTY, PAGE 165, INSTRUMENT NO. 83592. (SAID PARCELS 1, 2 AND 3 ARE SMALL PORTIONS OF LAND ADJACENT TO THE BACK 9 OF THE GOLF COURSE AND ROSSMOOR PARKWAY EXTENDED).

PARCEL 40:

ALL THAT CERTAIN PROPERTY DESCRIBED AS PARCEL "A" AND PARCEL "B" IN THE DEED FROM TERRA CALIFORNIA, A CALIFORNIA CORPORATION, TO GOLDEN RAIN FOUNDATION OF WALNUT CREEK, A CALIFORNIA CORPORATION, DATED MAY 2, 1974, RECORDED JULY 8, 1974, IN BOOK 7268 OF OFFICIAL RECORDS OF CONTRA COSTA COUNTY, PAGE 101, INSTRUMENT NO. 59345. (NEW STABLE AND PARKING AREA).

PARCEL 41:

ALL THAT CERTAIN PROPERTY DESCRIBED IN THE DEED FROM TERRA CALIFORNIA, A CALIFORNIA CORPORATION, TO GOLDEN RAIN FOUNDATION OF WALNUT CREEK, A CALIFORNIA CORPORATION, DATED JULY 18, 1974, RECORDED AUGUST 27, 1974, IN BOOK 7308 OF OFFICIAL RECORDS OF CONTRA COSTA COUNTY, PAGE 319, INSTRUMENT NO. 76333. (SAID PROPERTY IS A TRIANGLE PARCEL OF LAND LOCATED AT THE CORNER OF STANLEY DOLLAR DRIVE AND ROSSMOOR PARKWAY, ADJACENT TO THE BACK 9 OF THE GOLF COURSE).

PARCEL 42:

ALL THAT CERTAIN PROPERTY DESCRIBED AS PARCELS 4 AND 5 IN THE DEED FROM TERRA CALIFORNIA, A CALIFORNIA CORPORATION, TO GOLDEN RAIN FOUNDATION OF WALNUT CREEK, A CALIFORNIA CORPORATION, DATED SEPTEMBER 9, 1974, RECORDED SEPTEMBER 19, 1974, IN BOOK 7326 OF OFFICIAL RECORDS OF CONTRA COSTA COUNTY, PAGE 168, INSTRUMENT NO. 83593. (PARCELS 4 AND 5 ARE SMALL PORTIONS OF LAND ADJACENT TO THE BACK 9 OF THE GOLF COURSE ALONG ROSSMOOR PARKWAY TO BE EXTENDED).

END OF DOCUMENT

**RECORDED AT THE REQUEST OF AND  
WHEN RECORDED RETURN TO:**

**FIFTH WALNUT CREEK MUTUAL**

c/o Hughes Gill Cochrane, P.C.  
Attn: Stephanie J. Hayes, Esq.  
1600 South Main Street, Suite 215  
Walnut Creek, CA 94596

CONTRA COSTA Co Recorder Office  
JOSEPH CANCIAMILLA, Clerk - Recorder

**DOC - 2016-0023670-00**

Check Number  
Wednesday, FEB 10, 2016 14:46:57  
MOD \$9.00 | REC \$19.00 | FTC \$8.00  
DAF \$2.70 | REF \$0.30 | RED \$1.00  
ERD \$1.00  
Ttl Pd \$41.00 Nbr-0002507980



MNH / RS / 1-9

**FIRST AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
(FIFTH WALNUT CREEK MUTUAL, PREVIOUSLY KNOWN AS  
THIRD WALNUT CREEK MUTUAL - PROJECT NO. FORTY-SIX)**

This First Amendment to the Declaration of Covenants, Conditions and Restrictions (Fifth Walnut Creek Mutual, previously known as "Third Walnut Creek Mutual - Project No. Forty-Six" and "Walnut Creek Mutual No. Forty-Six") (the "First Amendment") is made on the date hereinafter set forth by FIFTH WALNUT CREEK MUTUAL, a California nonprofit mutual benefit corporation (the "Mutual").

**RECITALS**

A. WHEREAS, an instrument entitled "Declaration of Covenants, Conditions and Restrictions" was recorded on July 1, 1977 in Book No. 8400, Page 127 in the Official Records of Contra Costa County, California (the "Restrictions").

B. WHEREAS, the Restrictions establish certain limitations, easements, covenants, restrictions, conditions, liens and charges which run with and are binding upon all parties having or acquiring any right, title or interest in those certain parcels of real property located in the City of Walnut Creek, Contra Costa County, State of California and described as follows:

Lot 1, Subdivision 4928, as shown on the Map of "Subdivision 4928 (Mutual 46), City of Walnut Creek, Contra Costa County, California," 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.

C. WHEREAS, all of the real property described herein, including all improvements thereon, constitute a "condominium project" within the meaning of California Civil Code section 4125.

D. WHEREAS, the Mutual desires to amend the Restrictions as set forth below.

E. WHEREAS, pursuant to Article XV, Section 1 of the Restrictions, the Restrictions may be amended with the approval of the Record Owners of at least three-fourths (3/4ths) of the Condominiums in the Mutual.

F. WHEREAS, all approvals required to amend the Restrictions have been obtained.

**NOW, THEREFORE,** the Mutual amends the Restrictions as set forth in this First Amendment.

1. New Article X, Section 9 (entitled "Damage to a Unit or Units") shall be added to the Restrictions as follows:

9. Damage to a Unit or Units.

(a) As set forth in Article XVII, Section 6 of the Restrictions, each Unit Owner is responsible for insuring the contents of his or her Unit. Regardless of the insurance carried by the Unit Owner, damage to or destruction of the contents of the Unit from a property or casualty loss shall be the complete and total responsibility of the Unit Owner. If damage occurs to property within the Unit that is insured by the Mutual pursuant to Article XVII, Section 2(a)(ii) of the Restrictions, the insurance proceeds shall be paid to the Mutual, and the Mutual shall use same to rebuild or repair such property. In the event the insurance proceeds and available Mutual funds are insufficient to cover the complete cost of repair of such property, the Board shall levy a special assessment against all Owners in the amount necessary to complete the repairs to the damaged property.

(b) In the event of any conflict between the provisions set forth in Article X, Section 9(a) above and any other provisions contained in Article X of the Restrictions, Article X, Section 9(a) above shall prevail and control.

2. New ARTICLE XVII (entitled "Insurance") shall be added to the Restrictions as follows:

**ARTICLE XVII**  
**Insurance**

1. **Liability and Fidelity Insurance.** The Mutual shall obtain and maintain the following liability policies:

(a) **Commercial General Liability Policy:** A Commercial General Liability policy insuring the Mutual, any manager, the Mutual's directors and officers, and the Owners against liability arising from any bodily injury or property damage as a result of an accident or occurrence within the Common Area. Subject to the terms and conditions of the policy, the policy also shall cover bodily injury or property damage from an accident or occurrence within any Unit related to any maintenance or repair work required to be performed by the Mutual pursuant to the Restrictions and/or the Mutual's Maintenance Policies, including, but not limited to, work performed in the Common

Area. The policy shall include, if obtainable, cross liability or severability of interest coverage. The limits of such insurance (including the commercial general liability and any excess liability coverage) shall not be less than the general liability insurance requirements set forth in Civil Code section 5805 or any successor statute thereto covering all claims for bodily injury and property damage arising out of a single occurrence. The coverage may be a combination of primary and excess policies. The insurance shall be provided with coverage terms provided by Insurance Services Offices (ISO) form CG 0001, or equivalent or better coverage. Such insurance shall include coverage against liability for owned, non-owned and hired automobiles and other liability or risk customarily covered with respect to projects similar in construction, location and use. The policy shall be primary and noncontributing with any other liability policy covering the same liability.

(b) **Directors and Officers Liability Policy:** A Directors and Officers Liability policy containing such terms and conditions as are normally and customarily carried for directors and officers of a common interest development and in sufficient amounts to satisfy the insurance requirements of Civil Code section 5800 or any successor statute thereto.

(c) **Crime Insurance:** A blanket Commercial Crime Insurance Policy covering the Mutual, any organization or person who either handles or administers or is responsible for Mutual funds, whether or not any person receives compensation for services. The policy amounts shall satisfy the Federal National Mortgage Association ("FNMA") and Federal Housing Administration ("FHA") requirements and in no event shall be less than the sum of three months of annual assessments and special assessments on all Units subject to assessments.

2. **Mutual Property Insurance.** The Mutual shall obtain and maintain a master property insurance policy that satisfies each of the following conditions:

(a) **Property Covered.** The Mutual's policy shall cover the following real and personal property:

(i) *Common Area.* All Common Area improvements, including buildings and any additions or extensions thereto; all fixtures, machinery and equipment permanently affixed to the building; windows; fences; monuments; lighting fixtures situated outside the Units; exterior signs; and personal property owned or maintained by the Mutual; but excluding land; excavations; and other items typically excluded from property insurance coverage.

(ii) *Units.* Permanently affixed improvements situated within the Unit, including interior walls and doors; ceiling, floor and wall surface materials (e.g., paint, wallpaper, carpets and hardwood floors); utility fixtures (including gas, electrical and plumbing); cabinets; built-in appliances; heating and air-conditioning systems; water heaters and any replacements thereto; but excluding any personal property located in the Unit. If the Unit Owner renovates, upgrades or replaces any permanently affixed

improvement within the Unit or adds new improvements to the Unit (collectively, the "Alterations") and the replacement cost of the Alterations exceeds the cost of the improvements prior to the Alterations, the Unit Owner shall be responsible for procuring and maintaining insurance to cover the excess unless the Owner has obtained written approval from the Mutual to make the Alterations and, to the extent required, approval from governmental authorities.

(iii) *Landscaping.* Lawn, trees, shrubs and plants located in the Common Area.

(b) **Covered Cause of Loss.** The Mutual's policy shall provide coverage against losses caused by fire and risks of direct physical loss, as insured under the ISO "Causes of Loss - Special Form (CP 1030)" or its equivalent or better coverage. Such policy shall include coverage for loss resulting from the enforcement of any ordinance or law regulating the construction, use or repair of any property, or requiring the tearing down of any property, if caused by a peril insured by such policy. Equipment Breakdown Insurance shall also be maintained covering boilers and related equipment, heating, air-conditioning, electrical and mechanical equipment that is used in the generation, transmission or utilization of energy.

(c) **Dollar Limit.** The dollar limit of the Mutual's policy shall not be less than the full insurable replacement value of the covered property described in Article XVII, Section 2(a) above based on insurance industry standards for determination of replacement values, provided that there may be lower dollar limits for specified items as is customarily provided in property insurance policies.

(d) **Primary.** The Mutual's policy shall be primary and noncontributing with any other insurance policy covering the same loss provided, however, that where an Owner's individual insurance policy (discussed in Article XVII, Section 6 below) provides overlapping coverage, the Owner's individual insurance policy shall be the primary coverage and the Mutual's policy shall be excess/supplemental/secondary coverage as the case may be.

(e) **Endorsements.** The Mutual's policy may contain such endorsements as the Board may select after consultation with a qualified insurance consultant.

(f) **Waiver of Subrogation.** The Mutual waives all subrogation rights against any Owner or occupant and their family members and invitees. The policy shall include an acknowledgment of the Mutual's right to waive all subrogation rights against the Owner.

(g) **Deductible.** Except as otherwise provided by separate agreement, when a claim is made on the Mutual's property insurance policy, the Owner is responsible for payment of the deductible on the Mutual's policy in circumstances: (i) where damage to Common Area and/or Unit improvements is caused by the fault of the Owner, tenants, contract purchasers, residents of the Unit, and agents, invitees, family members, guests



and pets of any of the foregoing; or (ii) where damage to Common Area and/or Unit improvements is caused by the failure of some portion of the Unit or Common Area which the Owner is responsible for maintaining. In cases where fault cannot be determined, the Mutual shall pay the deductible.

The Mutual may enter into a deductible sharing agreement with other Rossmoor mutuals. In this event, to the extent there is any conflict between the payment of deductibles as set forth in this Article XVII, Section 2(g) and the agreement, the agreement shall control.

3. **FNMA, FHLMC and FHA Requirements.** Notwithstanding anything herein to the contrary, the Mutual shall maintain such policies, containing such terms, amount of coverage, endorsements, deductible amounts, named insureds, loss payees, standard mortgage clauses, notice of changes or cancellation, and an appropriate insurance company rating that shall satisfy the minimum requirements imposed by the Federal National Mortgage Association ("FNMA"), the Federal Home Loan Mortgage Corporation ("FHLMC") and the Federal Housing Administration ("FHA"), or any successor thereto. If the FNMA, FHLMC or FHA requirements conflict, the more stringent requirements shall be met.

4. **Insurance Rating and Cancellation.** The insurance company providing the Mutual's insurance under Article XVII, Sections 1 and 2 shall have an A.M. Best rating of not less than A:VII if licensed to do business in the State of California and a rating of not less than A:X if approved but not licensed to do business in the State of California, provided that if the Board determines that insurance from insurance companies with the required ratings is not available at commercially reasonable rates, the Board may reduce the rating requirements after consultation with a qualified insurance consultant. If the A.M. Best ratings are no longer available, the insurance ratings shall be based on equivalent ratings issued by an independent insurance rating company used by financial institutions for insurance rating purposes.

5. **Board's Insurance Authority.** The Board has the authority on behalf of the Mutual and each of its Owners to participate with the Golden Rain Foundation of Walnut Creek or any successor or assign thereto (the "Foundation") and other Rossmoor mutuals in a group policy or policies procured and maintained by the Foundation as long as the group policy or policies provide equivalent or better coverage than the applicable requirements described in Article XVII, Sections 1 and 2 subject to the Board's right to deviate from the requirement as described herein.

The Board shall have the power and right to deviate from the insurance requirements contained in this Article XVII in any manner that the Board, in its discretion, considers to be in the best interests of the Mutual, provided that the Board shall maintain the minimum insurance requirements set forth in Civil Code sections 5800 and 5805 or in any successor statute thereto and as required in Article XVII, Section 3. If the Board elects to materially reduce the coverage from the coverage required in this

Article XVII, the Board shall, as soon as reasonably practicable, notify the Members, in writing, of the reduction in coverage.

The Board is authorized to negotiate and agree on the value and extent of any loss under any policy carried by the Mutual, including, but not limited to, the right and authority to compromise and settle any claim or enforce any claim by legal action or otherwise and to execute releases in favor of any insurer.

Each Owner irrevocably appoints the Mutual, as that Owner's attorney-in-fact for purposes of procuring, negotiating, accepting, compromising, releasing, settling, distributing and taking other related actions in connection with any insurance policy maintained by the Mutual and any losses or claims related thereto and agrees to be bound by the actions so taken as if the Owner had personally taken the action.

**6. Owners' Individual Insurance Requirements.** Each Owner shall procure and maintain property insurance against losses to personal property located within the Owner's Unit and personal liability coverage. The Mutual's insurance policies will not provide coverage for: (i) losses to the Owner's personal property; (ii) losses to any Alterations to the extent not covered under Article XVII, Section 2(a)(ii); (iii) liability from accidents or occurrences within the Owner's Unit or portions of the Common Area set aside for the exclusive use or possession of the residents of the Unit (that is, "Exclusive Use Common Area"); or (iv) liability from accidents or occurrences within Rossmoor for which the Owner may be held responsible and which may not be covered under the Mutual's Commercial General Liability policy. Each Owner should seek the advice of a qualified insurance consultant regarding the Owner's property and liability insurance obligations under this Article XVII, Section 6 and other applicable coverage available to Owners of Units.

Nothing herein imposes any duty on the Mutual, its directors, officers or agents (including the Mutual's managing agent) to confirm or otherwise verify that the Owners are carrying the insurance required in this Article XVII, Section 6.

No Owner shall separately insure any property covered by the Mutual's property insurance policy described in Article XVII, Section 2 above unless the Owner's individual insurance policy permits the application of any overlapping coverage under Owner's policy as primary without a reduction in benefits from the coverage under the Mutual's policy. If any Owner violates this provision and, as a result, there is a diminution in insurance proceeds otherwise payable to the Mutual, the Owner will be liable to the Mutual to the extent of the diminution. The Mutual may, subject to Mutual's compliance with the notice and hearing requirements set forth in the Restrictions and Bylaws, levy a reimbursement assessment against the Owner and the Owner's Unit to collect the amount of the diminution.

3. Unless otherwise expressly provided herein to the contrary, capitalized terms not defined in this First Amendment shall have the meanings ascribed to them in the Restrictions, unless the context clearly requires otherwise.

4. In all other respects the provisions of the Restrictions are deemed to remain in full force and effect except as herein modified.

**IN WITNESS WHEREOF**, the undersigned duly authorized officers of FIFTH WALNUT CREEK MUTUAL hereby certify that this First Amendment has been approved, in accordance with Article XV, Section 1 of the Restrictions, by the Record Owners of at least three-fourths (3/4ths) of the Condominiums in the Mutual.

FIFTH WALNUT CREEK MUTUAL

Dated: 2/5, 2016

By: Walter Theodore Todd  
Walter Theodore Todd, President

Dated: 2/5, 2016

By: Virginia McConn Oversby  
Virginia McConn Oversby, Secretary

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF Contra Costa

On 2/5/16, before me, Karen Kruth, Notary Public, personally appeared, Virginia McCann Owerski, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Karen Kruth (Seal)



## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF Contra Costa

On 2/5/16, before me, Karen Kruth, Notary Public, personally appeared, Walter Theodore Todd, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Karen Kruth (Seal)



END OF DOC