



ROSSMOOR
WALNUT CREEK

**Third Walnut Creek Mutual
Covenants, Conditions and Restrictions**

Project 50 Phase III

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. FIF.
c/o ANGUS & TERRY LLP
P.O. Box 8077
Walnut Creek, CA 94596
925/939-9933



CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC-2001-0308331-00

Check Number

Friday, OCT 12, 2001 09:23:44

MIC \$1.00 MOD \$3.00 REC \$7.00

TCF \$2.00

Ttl Pd \$13.00

Nbr-0000564250

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

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

ANGUS & TERRY LLP
1333 N. Cole Blvd., Ste. 405
P.O. Box 8077
Walnut Creek, CA 94596
(925) 939-9933

CC&Rs

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]

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 Fifty" (the Agreement was recorded on September 17, 1987), 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: January 30, 2001

STATE OF CALIFORNIA

COUNTY OF Contra Costa

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)

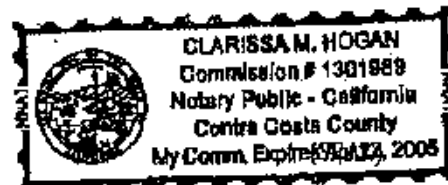
STATE OF CALIFORNIA

COUNTY OF Contra Costa

On 1-30-01, 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



Recording Requested By &
When Recorded Return To:

08/13/2001, 20010238460

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

Amendment to the Declaration of Covenants, Conditions & Restrictions
for
Third Walnut Creek Mutual -- Project No. Fifty
[Previously Known as Walnut Creek Mutual No. Fifty]

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

ANGIUS & TERRY LLP
1333 H. Calif Blvd., Ste. 404
P. O. Box 8077
Walnut Creek, CA 94596
(925) 939-9933

CC&R:

[previously recorded as Instrument Nos. 87-196204, 87-196206 and 87-243253]

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.

[TEXT OMITTED]

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.

CERTIFICATION

We, the undersigned, hereby certify, under penalty of perjury pursuant to the laws of the State of California, that this "Amendment to the Declaration of Covenants, Conditions and Restrictions" (the Declaration was recorded on September 17, 1987) has been adopted to remove discriminatory language in accordance with Civil Code Section 1352.5 and Government Code Sections 12955 and 12956.1, and has been duly approved and adopted by the Mutual's Board of Directors.

THIRD WALNUT CREEK MUTUAL
(SUCCESSOR TO WALNUT CREEK MUTUAL NO. FIFTY)

By:

Anthony E. LeCara
(Signature)

ANTHONY E. LECARA
(Print Name)

President of the Association

(Title)

Date: January 12, 2000

THIRD WALNUT CREEK MUTUAL
(SUCCESSOR TO WALNUT CREEK MUTUAL NO. FIFTY)

By:

Robert Duncan Carter
(Signature)

Robert Duncan Carter
(Print Name)

Secretary of the Association

(Title)

Date: January 11, 2000

STATE OF CALIFORNIA

COUNTY OF Contra Costa ss.

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

WITNESS my hand and official seal.

Elizabeth A. Huyck
Notary's Signature



(SEAL)

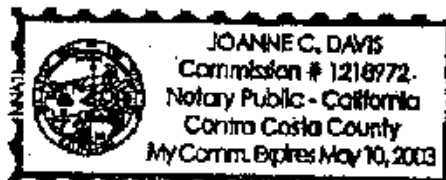
STATE OF CALIFORNIA

COUNTY OF Contra Costa ss.

On 1-11-01, before me, Notary Public, personally appeared Robert Duncan Carter personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Joanne C. Davis
Notary's Signature



(SEAL)

**PROJECT FIFTY
PHASE III**

THIRD WALNUT CREEK MUTUAL

**DECLARATION OF
COVENANTS, CONDITIONS & RESTRICTIONS**

The Declaration of Covenants, Conditions and Restrictions were recorded on September 17, 1987 in Book No. 13902 of Official Records of Contra Costa County, Page No. 551.

**AGREEMENT ESTABLISHING
COVENANTS, CONDITIONS & RESTRICTIONS**

The Agreement Establishing Covenants, Conditions and Restrictions were recorded on September 17, 1987 in Book No. 13902 of Official Records of Contra Costa County, Page No. 456.



DECLARATION OF RESTRICTIONS
FOR
MUTUAL 50-C

This is to certify that this is a true and correct copy of the Declaration recorded in the Office of the Recorder of Contra Costa County, California, as Instrument No. 87-196207 in Book 13902 , Page 551 , on September 17, 1987

By: *Donna Wildes*
Donna Wildes



First American Title Guaranty Company

87 196207 SEP 17 1987

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

PROJECT 50-C

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

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

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

ARTICLE I

Definitions

Unless the context otherwise requires:

1. "Approval" of the Foundation or the Architectural Control Committee means prior written approval.
2. "Architectural Control Committee" means the Committee appointed pursuant to Article VIII.
3. "Board" means the Board of Directors of the Mutual.
4. "Building" means any structure in the Common Area which contains one or more Units.
5. "By-Laws" means the by-laws of Walnut Creek Mutual No. FIFTY.
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.

FIRST AMERICAN TITLE GUARANTEE CO.
103.1

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 Limited Partnership, an Illinois limited partnership, or its successors in interest.

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

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

11. "Manager" means the person, firm or corporation employed by the Mutual pursuant to Article III, Section 2, clause (e), and delegated duties, powers or functions of the Mutual pursuant to Article III, Section 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. FIFTY, a California non-profit corporation, or any successor or assign, whether by way of consolidation, merger, transfer or otherwise.

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

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

16. "Project" means the real property described in Exhibit A and the 38 condominium living units together with their accompanying common area in the first increment of the Development to which these covenants, condition and restrictions apply.

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

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

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

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

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

ARTICLE II

Use Restrictions

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

1. Each Unit shall be used as a private dwelling, and for no other purpose except such temporary uses as may be related to and required in connection with the development of the Project and sale of Condominiums by Declarant. In no event shall any such temporary use be permitted for more than three (3) years without the consent of Foundation. No more than two (2) persons may permanently occupy a one (1) bedroom Unit or no more than three (3) persons may permanently occupy a two (2) bedroom Unit without the approval of the Mutual. No person under the age of 45 may reside.

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III

Management

BOOK 13902PG 555

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

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

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

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

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

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

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

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

(d) Such other policies of insurance as the Mutual may deem appropriate.

(e) The services of a person or firm to manage the Common Area (the "Manager") to the extent deemed advisable by the Mutual, as well as such other personnel as the Mutual shall determine shall be necessary or proper for the operation of the Common Areas whether such personnel are employed directly by the Mutual or are furnished by the Manager.

(f) A fidelity bond naming the members of the Board of the Mutual, the Manager, and such other persons as may be designated by the Board as principals, and the Mutual as obligee in an amount equal to the estimated annual cash requirements as determined by the Board.

(g) Painting, maintenance and repair of the Common Areas (but not including the doors, windows, carpets, fixtures, or interior surfaces of the Units, nor items of property located within the interior surfaces of a Unit or constituting a part of a Unit, which the Owner of each Unit shall paint, maintain, repair and replace); landscaping and gardening services for the Common Areas; and such furnishings, equipment and 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 operations of the Mutual or enforcement of these Restrictions.

(i) The amounts necessary to pay the Foundation its charges for its services and facilities furnished to the Owner or to the Mutual.

(j) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments which the Board is required to secure or pay for pursuant to the terms of these Restrictions or By-Laws or which in its opinion shall be necessary or proper for the operation of the Project as a residential project, provided that if any such materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments are provided for a single Unit, the cost thereof shall be specially assessed to the Owner of such Unit. The Board shall also pay any amount necessary to discharge any lien or encumbrance levied against the entire Project or any part thereof which may in the opinion of the Board constitute a lien against the Common Areas, rather than merely against the interest therein of particular Owners. Where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it.

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

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

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

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

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

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

ARTICLE IV

Membership in Foundation

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

ARTICLE V

Covenant Against Partition

By acceptance of his deed, each Owner shall be deemed to covenant for himself and for his heirs, representatives, successors and assigns, that he will not institute legal proceedings to effect judicial partition of his interest in the Project property, unless the Project (a) has been in existence in excess of fifty (50) years, and (b) it is obsolete and uneconomical, and (c) the Owners of fifty percent (50%) of the Units join in such an action for partition. Such covenant shall be subject to the provisions of paragraph 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 Exclusive Use Common Areas. Subject to the rules of the Mutual, the balconies and patios adjacent to Units are reserved for the exclusive use of the Owners of such Units and they may not be added to, modified, or altered without the approval of the Mutual and except for normal housekeeping, shall be repaired and maintained by the Mutual. Exclusive Use Common Areas designated on the Plan for the Project as garages or carports are reserved and shall be used for parking of non-commercial vehicles. Owners or occupants shall have the exclusive use of those certain garages in accordance with the provisions of Exhibit C, subject to the right of the Mutual to enter for purposes of maintenance and repair. Declarant reserves the right to sell and/or assign the exclusive use of carport numbers _____

NONE

Each such Exclusive Use Common Area shall be appurtenant to the Owner's Unit; provided, however, that Owners may transfer the exclusive right to use secondary garage and carport Exclusive Right Common Areas, but not the primary assigned garage or carport Exclusive Right Common Area, to any other Owner or occupant of the Mutual independent of the transfer or conveyance of the Unit.

ARTICLE VII

Carrying Charges - Assessments - Liens

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

(a) The cost of all operating expenses of the Project and services furnished, including charges by the Mutual for facilities and services furnished.

(b) The cost of management and administration in accordance with these Restrictions.

(c) The amount of all taxes and assessments levied against the property of the Mutual which it is required to pay.

(d) The cost of fire and extended coverage insurance on the Project and such other insurance as the Mutual may effect or as may be required by any mortgage on the Project.

(e) The cost of furnishing water, gas, electricity, garbage and trash collection and other utilities to the extent furnished by the Mutual.

(f) All reserves set up by the Mutual.

(g) The estimated cost of repairs, maintenance and replacements of the Project properly made by the Mutual.

(h) Such sums as the Mutual may pay to the Foundation as the Mutual's prorata (based upon number of Units) share of the charges of the Foundation in accordance with Article III, Section 2(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 on or before the first day of each month during such year, or in such other manner as the Board shall designate. Declarant shall be treated as Owner of each Unit (and appropriate accompanying interests) owned by it and shall be assessed and obligated accordingly. Amendments to this Article shall only be effective upon unanimous written consent of the Owners and the Board of Directors of the Foundation.

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

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

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

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

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

ARTICLE VIII

Architectural Control Committee

1. Architectural Control:

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

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

Series # 87-196203, on pages , Book ,
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 Section 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 reentry whatsoever, but, violation of any one or more of such covenants or restrictions may be enjoined or abated by Declarant, its successors and assigns, any Owner, the Mutual, and/or the Foundation, by action of any court of competent jurisdiction, and damages may also be awarded for such violations; provided, however, that any such violation shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to said property or any part thereof, but said covenants and restrictions shall be binding upon and effective against any Owner of said property, or portion thereof, whose title thereto is acquired by foreclosure, trustee's sale or otherwise.

ARTICLE X

Damage or Destruction

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

1. If there is no damage to any Unit and the insurance proceeds are sufficient to effect total restoration, then the Mutual shall cause such Common Area to be repaired and reconstructed substantially as it previously existed.
2. If there is no damage to any Unit and the insurance proceeds are within Five Thousand Dollars (\$5,000.00) 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 (\$25,000.00) 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 (\$25,000.00) to effect total restoration, then by written consent or vote of the Owners of a majority of the Condominiums in the Development, they shall determine whether

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

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 Procedures shall be deemed to have been met, and (c) a majority of the Board, as soon as reasonably possible and as agent for all Owners pursuant to paragraph 9 below and after recording the certificate required thereby, shall sell the entire Development, in its then condition, free from the effect of these Restrictions, which shall terminate upon such sale, on terms satisfactory to it. The net proceeds of the sale (or of any judicial partition sale) shall thereupon be distributed to the Owners in proportion to their undivided interests in the Common Areas, and to the mortgagees of, or holders of deeds of trust upon, the interests of such Owners, as their interests may appear. Any distribution of the proceeds of such a sale shall take into account any insurance proceeds which have been distributed or are available for distribution.

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

ARTICLE XI

Encroachments

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

ARTICLE XII

Utilities

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

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

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

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

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

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

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

ARTICLE XIII

Remedies

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

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

ARTICLE XIV

Arbitration

Any and all claims, demands, questions, disputes, or controversies between Declarant and the Mutual, any Owner, Mortgages 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 XV

BOOK 13902PG 566

Notices

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

ARTICLE XVI

Amendment

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

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

ARTICLE XVII

Attorney Fees

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

ARTICLE XVIII

Interpretation

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

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

IN WITNESS WHEREOF, Declarant has affixed its signature this 4th day of September, 19 87.

TERRA CALIFORNIA LIMITED PARTNERSHIP,
AN Illinois Limited Partnership

By UDC Advisory Services, Inc.,
its General Partner

by *Angela L. Lillian*
Vice President

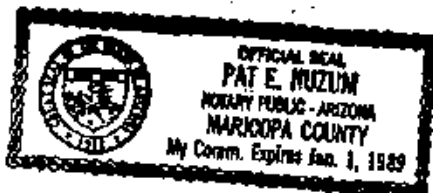
by *Keith M. Kinsley*
Assistant Secretary

STATE OF ARIZONA
COUNTY OF MARICOPA

)
) SS.
)

ON THIS 4th DAY OF SEPTEMBER, IN THE YEAR OF 1987, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED BOYD L. GILLILAN AND KEITH M. KENNEY PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON WHO EXECUTED THE WITHIN INSTRUMENT AS VICE PRESIDENT AND THE PERSON WHO ATTESTED THE EXECUTION AS ASSISTANT SECRETARY ON BEHALF OF UDC ADVISORY SERVICES, INC., THE CORPORATION THEREIN NAMED, AND ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE WITHIN INSTRUMENT PURSUANT TO ITS BY-LAWS OR A RESOLUTION OF ITS BOARD OF DIRECTORS, SAID CORPORATION BEING KNOWN TO ME TO BE THE GENERAL PARTNER OF TERRA CALIFORNIA LIMITED PARTNERSHIP. THE LIMITED PARTNERSHIP THAT EXECUTED THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME AS SUCH PARTNER AND THAT SUCH PARTNERSHIP EXECUTED THE SAME.

WITNESS MY HAND AND OFFICIAL SEAL.



Pat E. Muzum

NOTARY PUBLIC,
STATE OF ARIZONA

EXHIBIT "A"

Lot 3, as shown on the map of^{1/2} Subdivision 6873, filed September 8, 1987,
in Map Book 316, Page 24, Contra Costa County Records.

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EXHIBIT "B"

LEGAL DESCRIPTION

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

PARCEL ONE

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

EXCEPTING FROM PARCEL ONE the following:

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

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

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

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

All of Lots 1, 2, 3 and 4, as shown on the map of "Subdivision 4850, City of Walnut Creek, Contra Costa County, State of California", filed October 13, 1976, in Book 190 of Maps, Pages 34-37, in the office of the County Recorder of Contra Costa County. (Mutual No. 45)

All of Lot 1, as shown on the map of "Subdivision 4928, City of Walnut Creek, Contra Costa County, State of California", filed March 28, 1977, in Book 195 of Maps, Pages 7-9, in the office of the County Recorder of Contra Costa County. (Mutual No. 46)

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

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

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

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

That portion thereof described in the deed to Golden Rain Foundation of Walnut Creek, a California corporation, as Trustee, recorded August 27, 1974, in Book 7308, Page 319, Official Records.

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

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PARCEL ONE (CONTINUED)

BOOK 13902 PG 571

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

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

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

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

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

Lots 1 & 2, as shown upon the map of Subdivision 5781, Mutual 53, filed January 21, 1987, in Map Book 310, Page 41, Contra Costa County Records.

Lots 1 & 2, as shown on the map of Subdivision 5873, Mutual 50, filed September 8, 1987, in Map Book 316, Page 24, Contra Costa County Records.

PARCEL TWO

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

Portion of Rancho San Ramon, described as follows:

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

PARCEL THREE

BOOK 13902 PG 572

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

PARCEL FOUR

That parcel of land described in the deed to Terra California, recorded December 10, 1970, in Book 6272, Page 126, Official Records.

EXCEPTING THEREFROM: That portion described in the deed to Golden Rain Foundation of Walnut Creek, as Trustee, recorded July 8, 1974, in Book 7268, Page 101, Official Records.

PARCEL FIVE

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

PARCEL SIX

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

PARCEL SEVEN

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

PARCEL EIGHT

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

PARCEL NINE

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

Map, Book 26, at page 36, in the office of the County Recorder of said County, Tice Creek Drive, Leisure Lane and Stanley Dollar Drive, as shown on that certain Record of Survey Map, filed April 8, 1964, in License Survey Map Book 27, at page 7, in the office of the County Recorder of said county, Golden Rain Road, Pine Knoll Drive and Oakmont Drive, as shown on that certain record of Survey Map, filed May 15, 1964, in License Survey Map Book 27, at Page 43 and 44, in the office of the County Recorder of said county, Pine Knoll Drive as shown on that certain Record of Survey Map, filed August 5, 1964, in License Survey Map Book 29, at Page 20, in the office of the County Recorder of said county, upper Golden Rain Road and lower Golden Rain Road, as shown on that certain Record of Survey Map, filed September 10, 1964, in License Survey Map Book 30, at Page 18, in the Office of the County Recorder of said county, Golden Rain Road, as shown on that certain Record of Survey Map, filed April 1, 1965, in License Survey Map Book 33, at Page 40, in the office of the County Recorder of said county, Golden Rain Road, as shown on that certain Record of Survey Map, filed April 1, 1965, in License Survey Map Book 33, at Page 41, in the office of the County Recorder of said county, Tice Creek Drive and singing Wood Court, as shown on that certain Record of Survey Map, filed December 17, 1965, in License Survey Map Book 38, at Page 58, in the Office of the County Recorder of said County, Canyonwood Court and Tice Creek Drive, as shown on that certain Record of Survey Map, filed March 9, 1966, in License Survey Map Book 40, at Page 34, in the office of the County Recorder of said County, Ptarmigan Drive and Tice Creek Drive as shown on that certain Record of Survey Map, filed April 27, 1966, in License Survey Map Book 42, at Page 5, in the Office of the County Recorder of said County, Tice Creek Drive, as shown on that certain Record of Survey Map, filed February 3, 1947, in License Survey Map Book 46, at page 37, in the office of the County Recorder of said county, all that Portion of Rossmoor Parkway, as shown on the Record of Survey referred to above at Page 48, lying northwesterly of a line drawn North 63° 43' 45" East from the southern terminus of that certain curve concave to the South, having a radius of 24 feet, and forming the intersection of Golden Rain Road and Rossmoor Parkway, as shown on that certain Record of Survey Map, filed February 13, 1964, in License Survey Map Book 25, at Page 48, in the office of the County Recorder of said county, all that portion of Tice Creek Drive, as shown on that certain revised Parcel Map, filed June 28, 1968, in Book 4 of Parcel Maps, at page 13, Contra Costa County Records, lying northwesterly of the extension South 64° 03' 47" West of the southwestern line of Parcel 36, as shown on said Map, that portion of Tice Creek Drive, as shown on that certain revised Parcel Map, filed June 28, 1968, in Book 4 of Parcel Maps, at Page 13, Contra Costa County Records, lying southerly of the westerly prolongation of that northerly line of Parcel 37, as shown on said Map as having a bearing of North 64° 03' 47" East, that portion of Section ten, Township 1 South, Range 2 West, Mount Diablo Base and Meridian, described as follows:

REC-13807M 573

PARCEL NINE (CONTINUED)

Beginning at the intersection of the southwestern line of Parcel 37, with the southeastern 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 southeastern 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 526 feet; through a central angle of 5°22', a distance of 58.63 feet; thence North 23°07' east 52 feet to said southwestern line of Parcel 37; and thence along the last named line,

from a tangent which bears North 66°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, all that certain area designated as Skycrest Drive, as shown on that certain Parcel Map, filed October 28, 1968, in Book 6 of Parcel Maps, at Page 12, Contra Costa County Records, all that certain area designated as Skycrest Drive, as shown on that certain Map of "Subdivision 3916, City of Walnut Creek, Contra Costa County, California", filed July 15, 1969, in Book 127 of Maps, Pages 8 and 9, in the office of the County Recorder of Contra Costa County, all that certain area designated as Skycrest Drive, as shown on that certain Map of "Subdivision 3962, City of Walnut Creek, Contra Costa County, California", filed September 24, 1969, in Book 128 of Maps, Pages 15 and 16, in the Office of the County Recorder of Contra Costa County, and all that certain area designated as Tice Creek Drive and Stony Hill Way now Avenida Sevilla as said Drive and Way are shown on that certain Map of "Subdivision 3960, City of Walnut Creek, Contra Costa County, California", filed November 18, 1969, in Book 129 of Maps, Pages 15 and 16 in the Office of the County Recorder of Contra Costa County, and all that certain area designated as Ptarmigan Drive, as shown on that certain Map of "Subdivision 4008", filed July 1, 1970, in Book 131 of Maps, Pages 35, 36 and 37, in the office of the County Recorder of Contra Costa County, and all that certain area designated as Ptarmigan Drive, as shown on that certain Map of "Subdivision 4128", filed May 5, 1971, in Book 136 of Maps, Pages 47, 48 and 49, in the office of the County Recorder of Contra Costa County, and all that certain area designated as Ptarmigan Drive, as shown on that certain Map of "Subdivision 4213", filed November 3, 1971, in Book 141 of Maps, Pages 28, 29 and 30, in the office of the County Recorder of Contra Costa County and all that certain area designated as Ptarmigan Drive, as shown on that certain Map of "Subdivision 4297", filed July 6, 1972, in Book 148 of Maps, Pages 7, 8 and 9, in the Office of the County Recorder of Contra Costa County, and all that certain area designated as Terra Granada Drive, as shown on that certain Map of "Subdivision 4431", filed March 22, 1973, in Book 166 of Maps, Pages 9, 10 and 11 in the office of the County Recorder of Contra Costa County, and all that certain area designated Rossmoor Parkway, Terra California Drive and Cactus Court, as shown on that certain Map of "Subdivision 4436 (Mutual 36)", filed July 19, 1973, in Book 160 of Maps, Pages 23, 24 and 25, in the office of the County Recorder of Contra Costa County and all that certain area designated Terra California Drive and Cactus Court, as shown on that certain Map of "Subdivision 4511 (Mutual 37)" filed September 21, 1973, in Book 163 of Maps, Pages 28, 29 and 30, in the office of the County Recorder of Contra Costa County, and Terra California Drive, as shown on that certain Map of "Subdivision 4553 (Mutual No. 38)" filed January 25, 1974 in Book 166 of Maps, Pages 30, 31 and 32, in the office of the County Recorder of Contra Costa County, and all those certain areas designated as Terra California Drive and Commonwealth Drive, as shown on that certain map of "Subdivision 4626 (Mutual No. 39)" filed May 22, 1969, in Book 169 of Maps, Pages 20, 21 and 22 in the office of the County Recorder of Contra Costa County, all those certain areas designated as Commonwealth Drive, Terra California Drive and Rossmoor Parkway, as shown on that certain map of "Subdivision 4639 (Mutual No. 40)" filed August 27, 1974, in Book 172 of Maps, Pages 43, 44, 45 and 46 in the office of the County Recorder of Contra Costa County, all those certain areas designated as (existing) Sakland Indian Drive and (existing) Terra California Drive,

Book 1392P 574

PARCEL NINE (CONTINUED)

203 13302N 575

as shown on that certain map of "Subdivision 4706 (Mutual No. 41)" filed June 25, 1975, in Book 179 of Maps, Pages 6, 7 and 8 in the office of the Recorder of Contra Costa County, all that certain area designated as Terra California Drive, as shown on that certain map of "Subdivision 4728 (Mutual No. 42)" filed January 22, 1976, in Book 181 of Maps, Pages 42, 43 and 44 in the office of the County Recorder of Contra Costa County, all that certain area designated as Saklan Indian Drive, as shown on that certain map of "Subdivision 4985 (Mutual No. 43)" filed May 5, 1977, in Book 196 of Maps, Pages 15, 16 and 17 in the office of the County Recorder of Contra Costa County, all that certain area designated as Rossmoor Parkway, as shown on the map of "Subdivision 4817 (Mutual No. 44)" filed April 21, 1976, in Book 183 of Maps, Pages 38, 39 and 40 in the office of the County Recorder of Contra Costa County, all that certain area designated as Rossmoor Parkway, as shown on that certain map of "Subdivision 4850 (Mutual No. 45)" filed October 13, 1976, in Book 190 of Maps, Pages 34, 35, 36 and 37 in the office of the County Recorder of Contra Costa County, all that certain area designated as Avenida Sevilla, as shown on that certain map of "Subdivision 4928 (Mutual No. 46)" filed March 28, 1977, in Book 195 of Maps, Pages 7, 8 and 9 in the office of the County Recorder of Contra Costa County, all that certain area designated as Terra Granada Drive, as shown on that certain map of "Subdivision 5001 (Mutual 47)" filed August 23, 1977, in Book 201 of Maps, Pages 26, 27, 28 and 29 in the office of the County Recorder of Contra Costa County and all that certain area designated as Terra Granada Drive, as shown on that certain map of "Subdivision 4414 (Mutual No. 33)" filed May 24, 1973, in Book 157 of Maps, Pages 39, 40 and 41 in the office of the County Recorder of Contra Costa County.

EXCEPTING FROM PARCELS ONE THROUGH NINE:

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

PARCEL TEN

All that certain parcel of land described in the deed to Terra California, a California corporation, recorded June 25, 1975 in Book 7548, Page 148, Official Records.

EXHIBIT C
PARKING ASSIGNMENTS
MUTUAL SO - LOT 3
TRACT 6873

<u>UNIT NUMBER</u>	<u>GARAGE NUMBER</u>	<u>UNIT NUMBER</u>	<u>GARAGE NUMBER</u>
5005-1A	G69	5009-1A	G93
5005-1B	G70	5009-1B	G94
5005-2A	G71	5009-2A	G95
5005-2B	G72	5009-2B	G96
		5009-3A	G97
5006-1A	G73	5009-3B	G98
5006-1B	G74	5009-4A	G99
5006-2A	G75	5009-4B	G100
5006-2B	G76		
5006-3A	G77	5016-1A	G101
5006-3B	G78	5016-1B	G102
		5016-2A	G103
5007-1A	G79	5016-2B	G104
5007-1B	G80		
5007-2A	G81	5017-1A	G105
5007-2B	G82	5017-1B	G106
5007-3A	G83	5017-2A	G107
5007-3B	G84	5017-2B	G108
5007-4A	G85	5017-3A	G109
5007-4B	G86	5017-3B	G110
5008-1A	G87		
5008-1B	G88		
5008-2A	G89		
5008-2B	G90		
5008-3A	G91		
5008-3B	G92		

BOOK 1302P 576

CONSENT AND SUBORDINATION

50-G

REC-139076 57

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF ARIZONA, as
beneficiary, under the Deed of Trust executed by TERRA CALIFORNIA,
A California corporation, in favor of FIRST FEDERAL SAVINGS
AND LOAN ASSOCIATION OF ARIZONA, as beneficiary, recorded
April 30, 19 84, in Book 11765, Page 186,
Contra Costa County Records, hereby subordinates the lien of said
Deed of Trust to, and consents to and joins in the execution of, the
foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.

DATED: 9/4/87

MERABANK, FORMERLY KNOWN AS FIRST FEDERAL
SAVINGS AND LOAN ASSOCIATION OF ARIZONA.

BY: *James A. [Signature]*

STATE OF ARIZONA
COUNTY OF MARICOPA

183.

BOOK 139070 578

ON THIS 4th DAY OF September IN THE YEAR OF 1987,
BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC OF THE STATE OF
Arizona, DULY COMMISSIONED AND SWORN, PERSONALLY
APPEARED James P. Crews KNOWN TO ME (OR PROVED TO ME ON
THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE Asst. V.P. OF
HERABANK, FORMERLY KNOWN AS FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF
ARIZONA THE SAVINGS AND LOAN ASSOCIATION THAT EXECUTED THE WITHIN
INSTRUMENT AS BENEFICIARY, AND ALSO KNOWN TO ME TO BE THE PERSON WHO
EXECUTED THE WITHIN INSTRUMENT ON BEHALF OF THE CORPORATION THEREIN
NAMED, AND THEY ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE
WITHIN INSTRUMENT PURSUANT TO ITS BY-LAWS OR A RESOLUTION OF ITS BOARD
OF DIRECTORS AS BENEFICIARY.

WITNESS MY HAND AND OFFICIAL SEAL.



Pat E. Nuzum
NOTARY PUBLIC,
STATE OF ARIZONA

CONSENT AND SUBORDINATION

50-C

THE VALLEY NATIONAL BANK OF ARIZONA, as
beneficiary, under the Deed of Trust executed by UDC-UNIVERSAL L.P.,
A Delaware limited partnership, in favor of THE VALLEY NATIONAL
BANK OF ARIZONA, as beneficiary, recorded
September 17, 1986, in Book 13126, Page 19,
Contra Costa County Records, hereby subordinates the lien of said
Deed of Trust to, and consents to and joins in the execution of, the
foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.

DATED: 9-4-87

THE VALLEY NATIONAL BANK OF ARIZONA,

BY: *Dr. H. J. S. S. S.*

STATE OF ARIZONA
COUNTY OF MARICOPA

1 ss.

BOOK 13902 PG 580

ON THIS 4th DAY OF September IN THE YEAR OF 1987, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC OF THE STATE OF Arizona, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED Robert P. Wilkerson KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE Vice President OF THE VALLEY NATIONAL BANK OF ARIZONA THE BANK THAT EXECUTED THE WITHIN INSTRUMENT AS BENEFICIARY, AND ALSO KNOWN TO ME TO BE THE PERSONS WHO EXECUTED THE WITHIN INSTRUMENT ON BEHALF OF THE CORPORATION THEREIN NAMED, AND THEY ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE WITHIN INSTRUMENT PURSUANT TO ITS BY-LAWS OR A RESOLUTION OF ITS BOARD OF DIRECTORS AS BENEFICIARY.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires June 30, 1990

Barbara D. Elmonson
NOTARY PUBLIC,
STATE OF ARIZONA

SEAL AFFIXED

END OF DOCUMENT

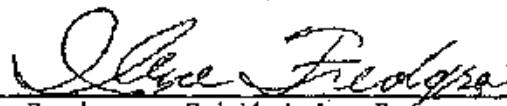
CONDOMINIUM PLAN

FOR

MUTUAL 50-C

This is to certify that this is a true and correct copy of the Condominium Plan recorded in the Office of the Recorder of Contra Costa County, California, as Instrument No. 88-176174 in Book , Page , on September 27, 1988.

By:


Ilene Fredgran, Subdivision Processor



First American Title Guaranty Company

WHEN RECORDED RETURN TO:

First American Title

1355 Willow Way

Concord, Ca 94520

Attn: Cathy White

Condominium Plan

For

Walnut Creek Mutual No. 50, Lot No. 3, Subdivision 6873,

And

Certificate Under California Civil Code §1351

The undersigned, being all of the record owners of fee title of, and record owners of security interests in the real property described herein, do hereby certify that we consent to the recordation of this Condominium Plan pursuant to the provisions of Chapter 1, Title 6, Part 4, Division Second of the California Civil Code, consisting of:

1. A description or survey map of the surface of the land included within in this condominium project is attached hereto as Exhibit A and incorporated by reference herein;

2. The diagrammatic floor plans of the buildings built, or be be built, upon said real property are attached hereto as Exhibit B and incorporated by reference herein; and

3. This Certificate consenting to the recordation of this Condominium Plan, is executed and acknowledged by the record owner of the fee title of said real property,

and either the trustee or beneficiary of each recorded deed of trust, and the mortgagee of each recorded mortgage encumbering said real property, by the certificates attached hereto as Exhibits C and D, respectively, and incorporated by reference herein.

Executed this 30th day of August, 1988, at
San Diego, California.

UDC-UNIVERSAL DEVELOPMENT L.P.,
a Delaware limited partnership, doing
business in the State of California as
UDC HOMES LIMITED PARTNERSHIP

BY: UDC CORPORATION, a Delaware corporation
doing business in the State of California
as UDC HOMES CORPORATION,
general partner

BY: 
Herbert M. Palmag
ITS: 
Vice President

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss

On August 31, 1988, before me, the undersigned, a Notary Public in and for said State, personally appeared Herbert M. Palmtag, known to me to be the Vice President of UDC CORPORATION, a Delaware corporation doing business in the State of California as UDC HOMES CORPORATION, the corporation that executed the within instrument and known to me to be the person who executed the within instrument on behalf of said corporation, said corporation being known to me to be the general partner of UDC-UNIVERSAL DEVELOPMENT L.P., a Delaware limited partnership doing business in the State of California as UDC HOMES LIMITED PARTNERSHIP, the partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same.

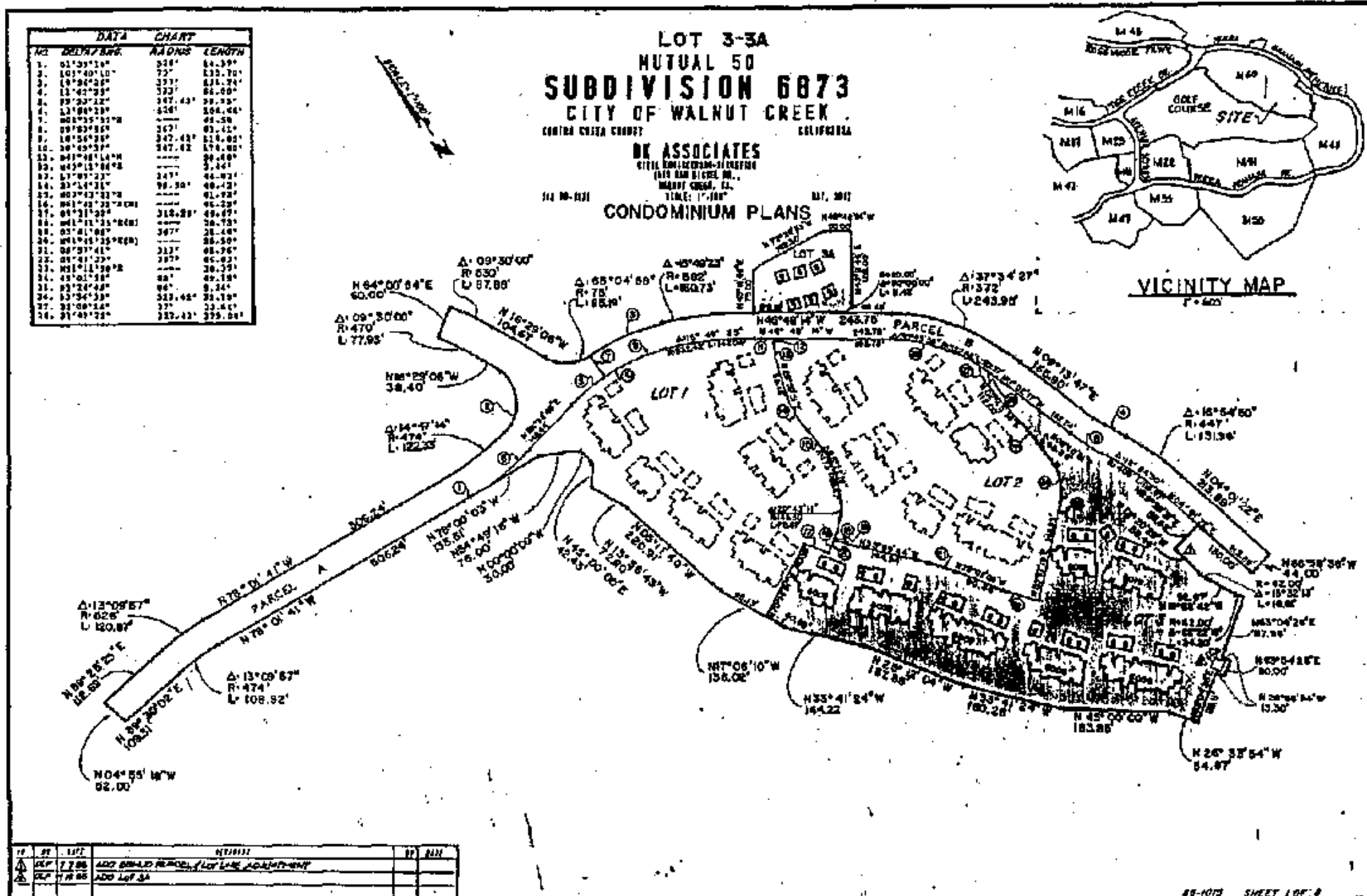
WITNESS my hand and official seal.

Vicky S. George
Notary Public



December 7, 1991
Expiration Date

EXHIBIT "A"



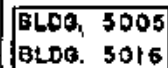
LOT 3-3A
MUTUAL 50
SUBDIVISION 6873
CITY OF WALNUT CREEK
CONTRA COSTA COUNTY CALIFORNIA

OK ASSOCIATES
2001 20th AVENUE-SUNSHINE
APT. 202 HIGHT 12...
WALTON CREEK, CA;
TEL: 714-466-1111

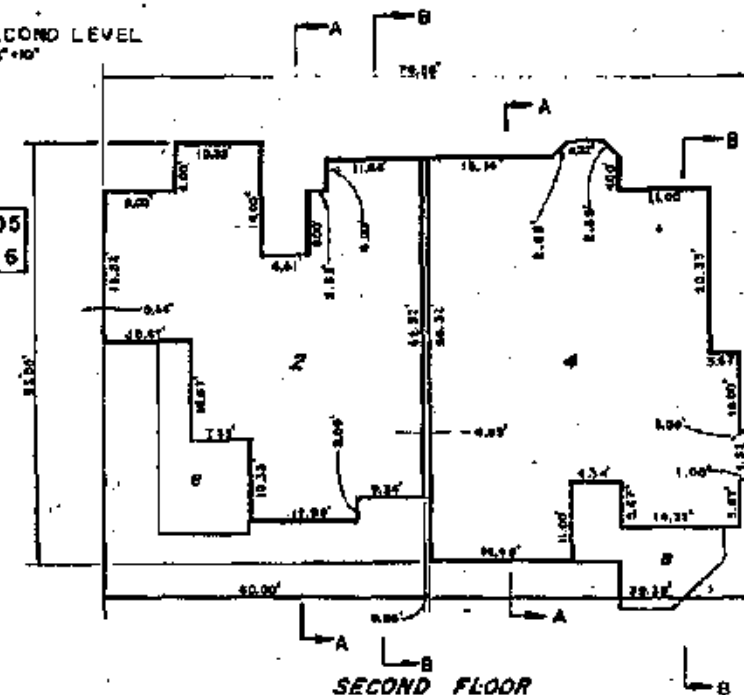
144 01-1125

100

FIRST & SECOND LEVEL
SCALE 1"=10'



NOTE: ALL AMMUNITION MUST BE STORED IN THE
MILITARY STORAGE WAREHOUSE.



LEGEND:
D = DECK
B = BALCONY

BUILDING TYPE ***

LOT 3-3A
MUTUAL 50
SUBDIVISION 6873
CITY OF WALNUT CREEK
CITY & COUNTY RECORDS

DK ASSOCIATES

CITY ENGINEER'S OFFICE
1101 SAN VICENTE BL.
WALNUT CREEK, CA.
94596

JUN 15, 1991

BLT, 1991

CONDOMINIUM PLANS
BUILDING DETAILS

FIRST & SECOND LEVEL
SCALE 1/4" = 1'-0"

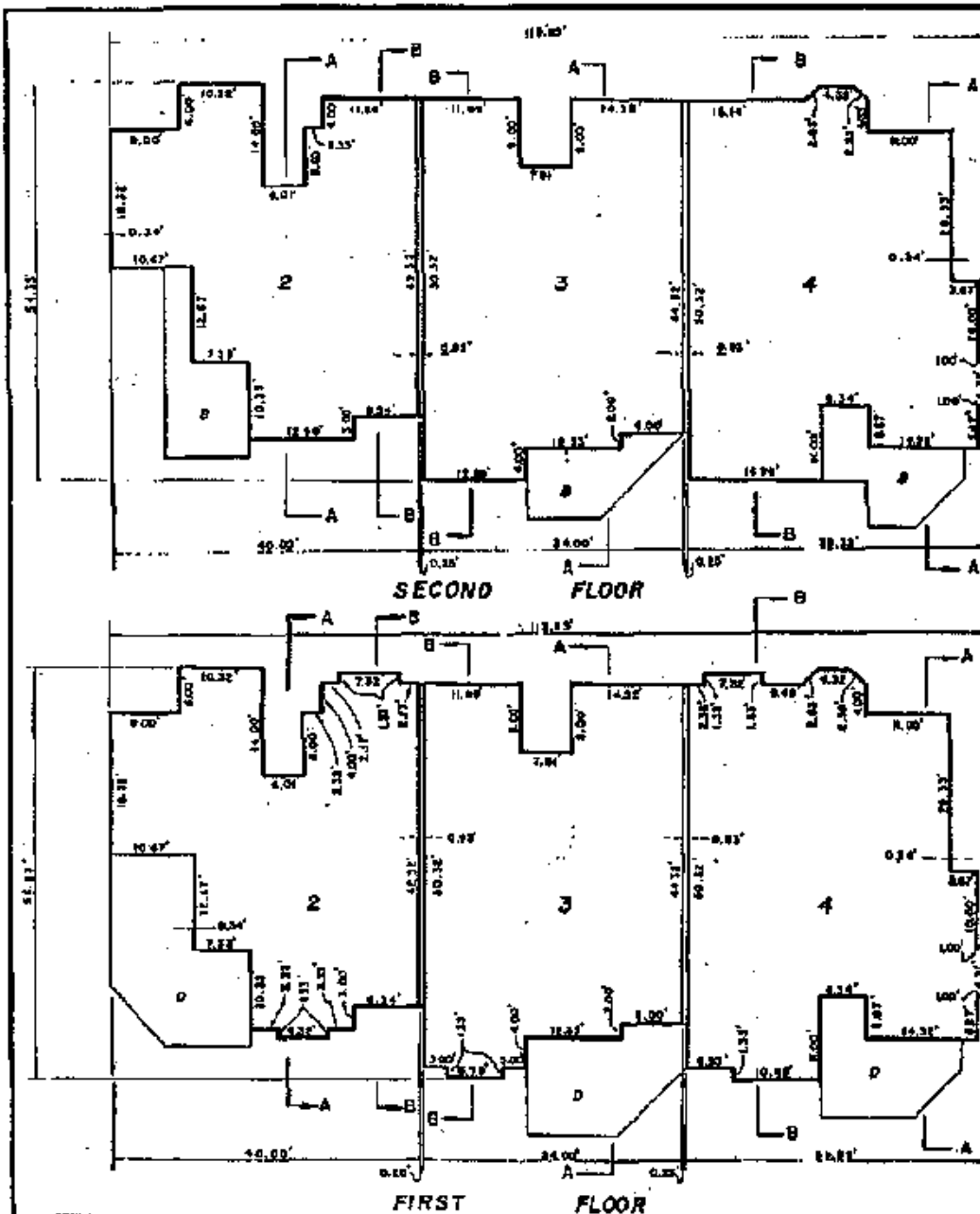
BLDG. 500B

NOTE: ALL ANGLES ARE 45° OR 90°
UNLESS OTHERWISE NOTED.

LEGEND:
D = DECK
B = BALCONY

BUILDING TYPE "C"

86-1075 SHEET 4 OF 8



LOT 3-3A
MUTUAL 50
SUBDIVISION 6873
CITY OF WALNUT CREEK
CENTER EAST CORNER CALIFORNIA

BN ASSOCIATES

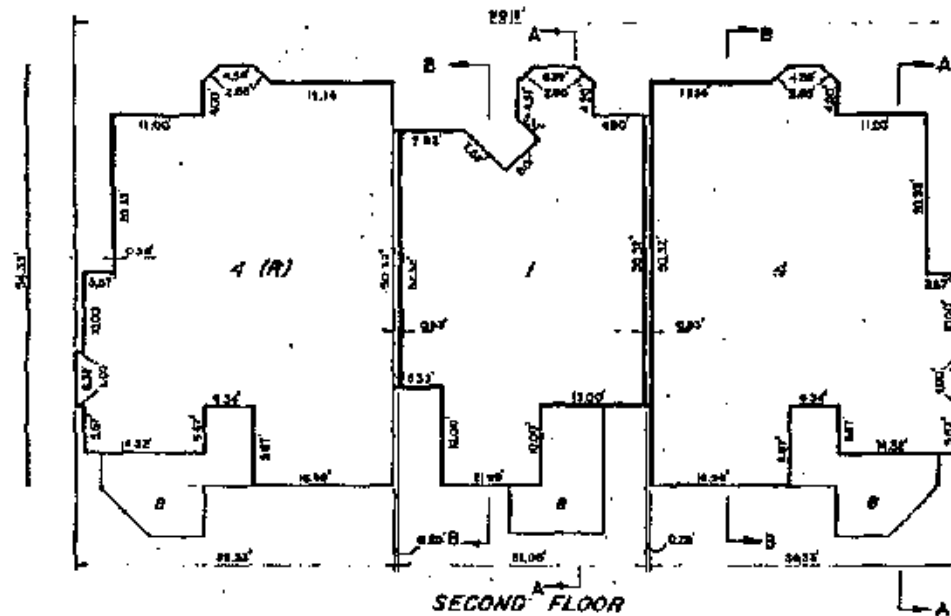
52111 ENGINEERING - CIVIL
1818 SAN VICENTE ST.,
WALNUT CREEK, CA.
SCALE: 1"=10'

100-1075

107, 108

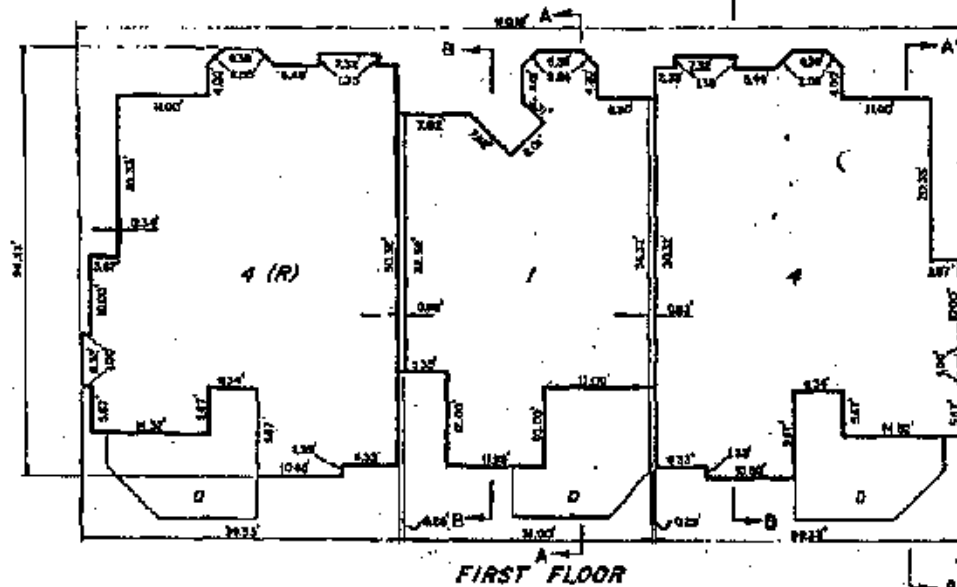
CONDOMINIUM PLANS
BUILDING DETAILS

FIRST & SECOND LEVEL
SCALE 1"=10'



BLDG. 5006
BLDG. 5017

NOTE: ALL ANGLES ARE 90° OR 180°
UNLESS OTHERWISE NOTED.



LEGEND:
D- DECK
B- BALCONY

BUILDING TYPE "Q"

LOT 3-3A
MUTUAL 50
SUBDIVISION 6873
CITY OF WALNUT CREEK
CITY OF WALNUT CREEK

CITY OF WALNUT CREEK

CALIFORNIA

DK ASSOCIATES

CIVIL ENGINEERING-ARCHITECTURE
1011 SAN PABLO BLVD.
WALNUT CREEK, CA.
SCALE: 1"=10'

100 06-1075

100 06-1075

CONDOMINIUM PLANS
BUILDING DETAILS

FIRST & SECOND LEVEL
SCALE 1"=10'

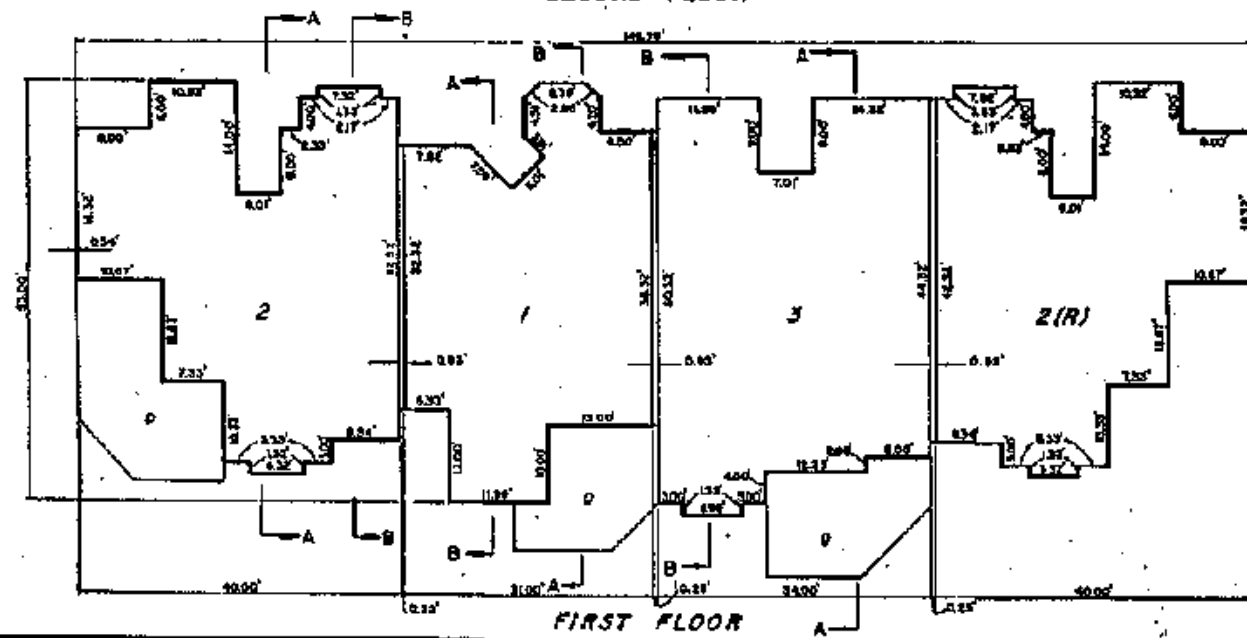
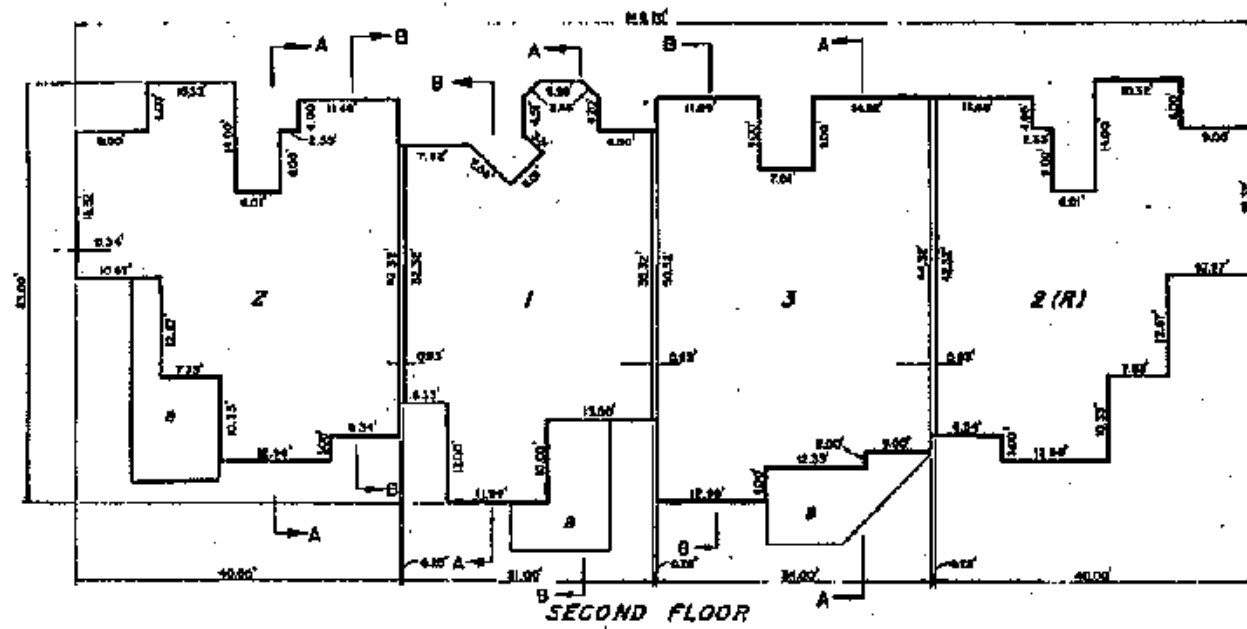
BLDG. 5007
BLDG. 5009

NOTE: ALL ANGLES ARE 45° OR 90°
UNLESS OTHERWISE NOTED.

LEGEND:
D = DECK
B = BALCONY

BUILDING TYPE "E"

100-1075 SHEET 8 OF 8



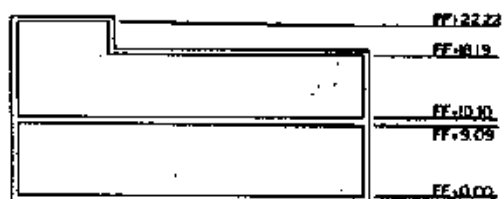


SECTION B-B

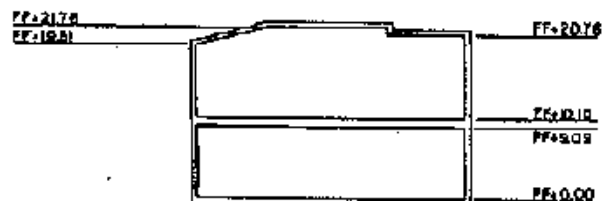


SECTION A-A

TYPE 1 UNIT

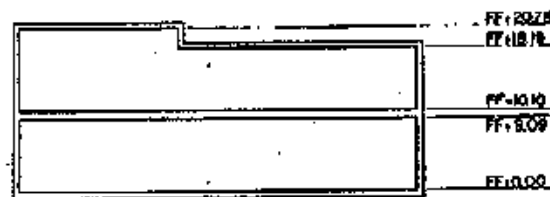


SECTION B-B

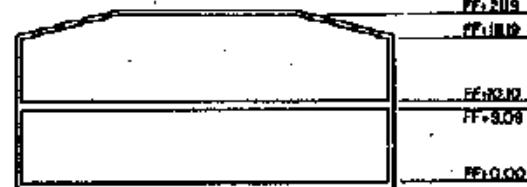


SECTION A-A

TYPE 2 UNIT

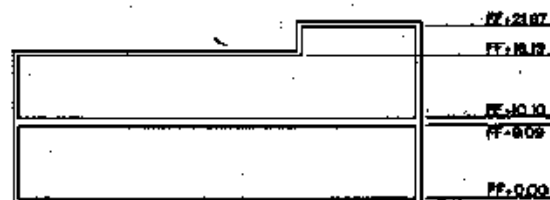


SECTION B-B

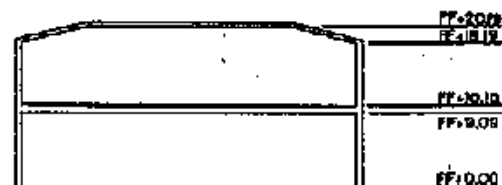


SECTION A-A

TYPE 3 UNIT



SECTION B-B



SECTION A-A

TYPE 4 UNIT

LOT 3-5A
MUTUAL 50
SUBDIVISION 6873
CITY OF WALNUT CREEK
CALIFORNIA

DK ASSOCIATES
4150 BENTLEY DRIVE
1115 SW 10TH ST.
WALNUT CREEK, CA.
94596
JAN 11-1973
SCALE: 1"=10'
REV. 1/87

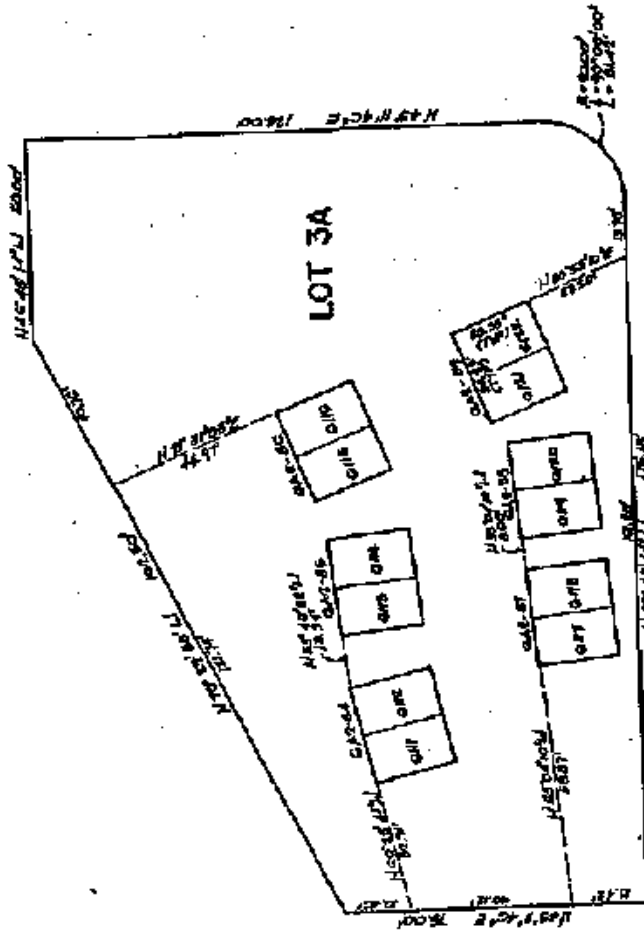
CONDOMINIUM PLANS
BUILDING ELEVATIONS
FOR ALL UNITS
SCALE: 1"=10'

LEGEND:
FF - FINISH FLOOR ELEVATION

LOT 3-3A
MUTUAL 58
SUBDIVISION 6873
CITY OF WALNUT CREEK
 CALIFORNIA

JK ASSOCIATES
 CIVIL ENGINEERS
 1015 SAN PABLO AVE.
 WALNUT CREEK, CA
 SCALE: 1"=40'
 JAN 11-1979-11
 SHEET 100

CONDOMINIUM PLANS



LEGEND
 G12 GARAGE NUMBER
 G12-57 2 UNIT GARAGE BUILDING

NOTED THIS SHOWS ARE TO EXTENSION
 UNITS OF BUILDING.

EXHIBIT "C"

CERTIFICATE OF RECORD OWNER

The undersigned hereby certifies that it is the record owner of the Real property described in the condominium plan to which this Exhibit is attached, and that it hereby consents to the recordation of said condominium plan pursuant to Chapter 1, Title 6, Part IV, Division 2 of the California Civil Code.

DATED: August 31, 1988

UDC-UNIVERSAL DEVELOPMENT L.P.,
a Delaware limited partnership
doing business in the State of
California as UDC HOMES LIMITED
PARTNERSHIP

BY: UDC CORPORATION, a Delaware corporation,
doing business in the State of California
as UDC HOMES CORPORATION,
general partner

BY:

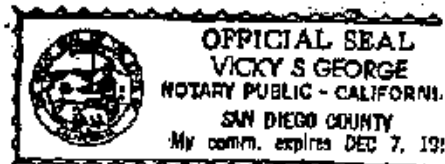
ITS: *[Signature]*
Vice President

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss

On August 31, 1988, before me, the undersigned, a Notary Public in and for said State, personally appeared Herbert M. Palmtag, known to me to be the Vice President of UDC CORPORATION, a Delaware corporation doing business in the State of California as UDC HOMES CORPORATION, the corporation that executed the within instrument and known to me to be the person who executed the within instrument on behalf of said corporation, said corporation being known to me to be the general partner of UDC-UNIVERSAL DEVELOPMENT L.P., a Delaware limited partnership doing business in the State of California as UDC HOMES LIMITED PARTNERSHIP, the partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same.

WITNESS my hand and official seal.

Vicky S. George
Notary Public



December 7, 1991
Expiration Date

EXHIBIT "D"

CERTIFICATE OF RECORD HOLDERS OF SECURITY INTERESTS

The undersigned hereby certify that they are the record holders of security interests in the real property described in the condominium plan to which this Exhibit is attached, and that they hereby consent to the recordation of said plan pursuant to Chapter 1, Title 6, Part IV, Division 2 of the Civil Code.

Dated: 8/31/88

THE VALLEY NATIONAL BANK OF ARIZONA

By

Virginia P. Witting
Assistant Vice President

By

STATE OF ARIZONA
County of Maricopa

The foregoing instrument was acknowledged before me this 2nd day of September, 1988, by Virginia P. Witting, the Assistant Vice President of THE VALLEY NATIONAL BANK OF ARIZONA, a national banking association.

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

My Commission Expires June 30, 1990

Barbara D. Edmonson

(notary acknowledgement)

EXHIBIT "D"

CERTIFICATE OF RECORD HOLDERS OF SECURITY INTERESTS

The undersigned hereby certify that they are the record holders of security interests in the real property described in the condominium plan to which this Exhibit is attached, and that they hereby consent to the recordation of said plan pursuant to Chapter 1, Title 6, Part IV, Division 2 of the Civil Code.

Dated: August 30, 1988

MERA BANK, formerly First Federal Savings
and Loan Association of Arizona

By James P. Crews

James P. Crews
Assistant Vice President

By _____

State of Arizona)
) ss:
County of Maricopa)

On this the 30th day of August, 1988, before me, the undersigned Notary Public, personally appeared James P. Crews, who acknowledged himself to be the Assistant Vice President of MeraBank, a Federal Savings Bank, and that he as such officer being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the Lender by himself as such officer.

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

My commission expires : 08/28/90
(notary acknowledgement)

Alice M. Blazquez

AMENDMENT NUMBER ONE TO THE

DECLARATION OF RESTRICTIONS

FOR

MUTUAL 50-C

This is to certify that this is a true and correct copy of the Amended
Restrictions recorded in the Office of the Recorder of Contra
Costa County, California, as Instrument No. 87-234347 in
Book 13997 , Page 73 , on November 4, 1987

By:

Donna Wildes

Donna Wildes



First American Title Guaranty Company

AMENDMENT OF EXHIBIT C OF DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

PROJECT 50 - C

Declarant, Terra California Limited Partnership, an Illinois limited partnership, hereby amends its Declaration of Covenants, Conditions and Restrictions for Project 50-C, dated September 4, 1987, and recorded on September 17, 1987, as Instrument Number 87-196207, in Book 13902 at Page 551 of the Official Records of Contra Costa County, relating to that certain real property described in Exhibit A, attached hereto and incorporated by reference herein, as follows:

Exhibit C - Parking Assignments - Mutual 50 - Lot 3, Tract 6873, attached to the Declaration of Covenants, Conditions and Restrictions for Project 50-C, is hereby deleted and in its place and stead is substituted the Exhibit C (Revised 9/22/87) - Parking Assignments - Mutual 50 - Lot 3, Tract 6873, attached hereto and incorporated by reference herein.

Except as specifically set forth herein, said Declaration of Covenants, Conditions and Restrictions, and each and every provision thereof, shall remain in full force and effect.

EXECUTED this 9th day of October, 1987, at Walnut Creek, California.

Terra California Limited Partnership
An Illinois Limited Partnership

By UBC Advisory Services, Inc.,
Its General Partner

First American Title Guaranty Company hereby certifies that the within instrument is a true and correct copy of the original instrument recorded in the office of the recorder of the County of Contra Costa, State of California,

on November 4, 1987

Recorder's Serial No. 87-234347

FIRST AMERICAN TITLE GUARANTY COMPANY

By [Signature]

By Marcus G. Hutchinson

Its: Vice President
By [Signature]

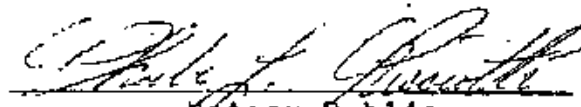
STATE OF ARIZONA)

ss,

County of Maricopa)

On this 9th day of October, 1987, before me, the undersigned officer, personally appeared Marcus C. Hutchinson who acknowledged himself to be Vice President of UDC ADVISORY SERVICES, INC., an Illinois corporation, general partner of TERRA CALIFORNIA LIMITED PARTNERSHIP, an Illinois limited partnership, and that he, in such capacity, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation as such general partner by himself.

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


Notary Public

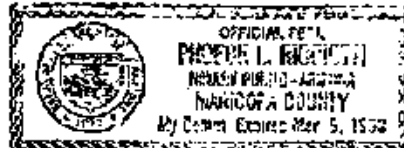


EXHIBIT "A"

Lot 3 , as shown on the map of Subdivision 6873, Mutual 50, filed
September 8, 1987, in Map Book 316, Page 8, Contra Costa County Records.

(Revised 9/22/87)

EXHIBIT C
PARKING ASSIGNMENTS
MUTUAL 50 - LOT 3
TRACT 6873

<u>UNIT NUMBER</u>	<u>GARAGE NUMBER</u>	<u>UNIT NUMBER</u>	<u>GARAGE NUMBER</u>
5005-1A	G71	5009-1A	G99
5005-1B	G72	5009-1B	G100
5005-2A	G70	5009-2A	G97
5005-2B	G69	5009-2B	G98
		5009-3A	G95
5006-1A	G77	5009-3B	G96
5006-1B	G78	5009-4A	G94
5006-2A	G75	5009-4B	G93
5006-2B	G76		
5006-3A	G74	5016-1A	G103
5006-3B	G73	5016-1B	G104
		5016-2A	G102
5007-1A	G85	5016-2B	G101
5007-1B	G86		
5007-2A	G83	5017-1A	G108
5007-2B	G84	5017-1B	G109
5007-3A	G81	5017-2A	G107
5007-3B	G82	5017-2B	G110
5007-4A	G80	5017-3A	G105
5007-4B	G79	5017-3B	G106
5008-1A	G91		
5008-1B	G92		
5008-2A	G89		
5008-2B	G90		
5008-3A	G87		
5008-3B	G88		

The undersigned, as optionee under that certain Memorandum of Option Agreement, recorded September 17, 1987, Series # 87-196208, Contra Costa Records, hereby Consents to and joins in the execution of the foregoing AMENDMENT OF EXHIBIT C OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS PROJECT 50-C

UDC-UNIVERSAL DEVELOPMENT L.P.,
a Delaware limited partnership
doing business in the State of
California as UDC HOMES LIMITED
PARTNERSHIP

BY: UDC CORPORATION, a Delaware corporation
doing business in the State of California
as UDC HOMES CORPORATION,
general partner

BY: Robert A. Raschel
ITS: EXECUTIVE VICE PRESIDENT-FINANCE

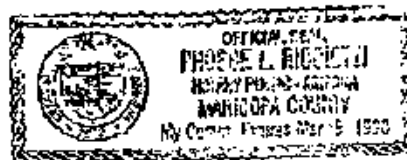
STATE OF ARIZONA)

County, of Maricopa)

On this 9th day of October, 1987, before me, the undersigned officer, personally appeared Robert H. Daskal, who acknowledged himself to be Executive Vice President-Finance of UDC CORPORATION, a Delaware Corporation doing business in the State of California as UDC HOMES CORPORATION, general partner of UDC-UNIVERSAL DEVELOPMENT L.P., a Delaware limited partnership doing business in the State of California as UDC HOMES LIMITED PARTNERSHIP, and that he executed the foregoing instrument for the purposes contained therein by signing the name of such corporation as such general partner by himself.

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

Phoebe L. Riccio
Notary Public



CONSENT AND SUBORDINATION

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, as
beneficiary, under the Deed of Trust executed by TERRA CALIFORNIA
a California corporation, in favor of FIRST FEDERAL
SAVINGS AND LOAN ASSOCIATION, as beneficiary, recorded
April 30, 1984, in Book 11765, Page 186
Contra Costa County Records, hereby subordinates the lien of said
Deed of Trust to, and consents to and joins in the execution of, the
foregoing AMENDMENT OF EXHIBIT "C" OF DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS - PROJECT 50- C

DATED: 10/14/84

MERABANK, FORMERLY KNOWN AS FIRST FEDERAL
SAVINGS AND LOAN ASSOCIATION OF ARIZONA,
a federally chartered Savings and Loan
Association

BY:

[Signature]

State of Arizona)
) ss:
County of Maricopa)

On this the 14th day of October, 1987, before me, the undersigned Notary Public, personally appeared James P. Crews who acknowledged himself to be the Assistant Vice President of MeraBank, a Federal Savings Bank, and that he as such officer being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the Lender by himself as such officer.

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

My commission expires: 8/23/90

Oliver M. Blazynski

CONSENT AND SUBORDINATION

THE VALLEY NATIONAL BANK OF ARIZONA, as
beneficiary, under the Deed of Trust executed by UDC-UNIVERSAL DEVELOPMENT L.
A Delaware Limited partnership, in favor of THE VALLEY NATIONAL
BANK OF ARIZONA, as beneficiary, recorded
September 17, 1986, in Book 13126, Page 19
Contra Costa County Records, hereby subordinates the lien of said
Deed of Trust to, and consents to and joint in the execution of, the
foregoing AMENDMENT OF EXHIBIT C OF DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS, PROJECT 50-C

DATED: Nov. 2, 1987

THE VALLEY NATIONAL BANK OF ARIZONA

BY: Dorothy P. Wilnot
Vice President

The foregoing instrument was acknowledged before me this 2nd day of
November 1987, by Dorothy P. Wilnot the Vice President of The Valley
National Bank of Arizona, a national banking association.

In Witness Whereof, I have hereunto set my hand and official seal.

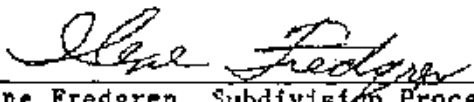
Barbara A. Edmonson
Notary Public

My Commission Expires: 6/30/90

AMENDMENT NUMBER TWO TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
MUTUAL-50-C

This is to certify that this is a true and correct copy of the Amended Restrictions recorded in the Office of the Recorder of Contra Costa County, California, as Instrument No. 87-243253 in Book 14022 , Page 48 , on November 17, 1987.

By:


Ilene Fredgren, Subdivision Processor



First American Title Guaranty Company

1st FIRST AMERICAN

RECORDED AT REQUEST OF
FIRST AMERICAN TITLE CO.

AMENDMENT NUMBER TWO TO THE DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR

PROJECT 50-C

NOV 17 1987

AT
CONTRA COSTA COUNTY RECORDS
J.R. OLSSON
COUNTY RECORDER

FEE \$

Declarant, Terra California Limited Partnership, an Illinois Limited partnership, hereby amends its Declaration of Covenants, Conditions and Restrictions for Project 50-C, dated September 4, 1987 and recorded on September 17, 1987, Instrument Number 87-196207, in Book 13902, Page 551, and amended November 4, 1987, Instrument Number 87-234347, in Book 13997, Page 73, of the official records of Contra Costa County, relating to that certain real property described as Exhibit "A" attached hereto and incorporated by reference herein.

Mutual 50 - Lot 3, Tract 6873, Declaration of Covenants, Conditions, and Restrictions, Articles I - Definitions, Item 16, reference to the 38 Condominium living units, is hereby corrected, and in its place and stead is substituted 42 condominium living units. Item 16 should read as follows:

"Project" means the real property described in Exhibit A and the 42 condominium living units together with their accompanying common area in the first increment of Development to which these covenants, conditions and restrictions apply.

Except as specifically set forth herein, said Declaration of Covenants, Conditions and Restrictions, and each and every provision thereof, shall remain in full force and effect.

Executed this 9th day of November, 1987, at Tempe, Arizona (city) (state)

TERRA CALIFORNIA LIMITED PARTNERSHIP,
an Illinois Limited Partnership

BY: UDC ADVISORY SERVICES, INC.,
Its General partner

BY: Marcia C. Hutchinson

ITS: Vice President

BOOK 14022PC 49

NOTARY SEAL DECLARATION

Pursuant of Govt. Code 27361.7, I certify under penalty of perjury that the notary seal on the document to which this declaration is attached reads as follows:

Name of Notary: Shoehn J. Piccinelli

County: Maricopa

Date Commission Expires: Mar 9, 1990

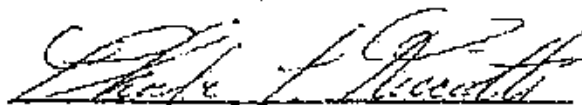
Dated: 11-17-87 at 11th

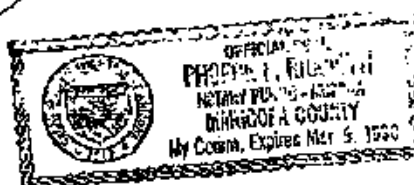
Signature: [Signature]

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 9th day of November, 1987, before me, the undersigned officer, personally appeared Marcus C. Hutchinson who acknowledged himself to be Vice President of UDC ADVISORY SERVICES, INC., an Illinois corporation, general partner of TERRA CALIFORNIA LIMITED PARTNERSHIP, an Illinois limited partnership, and that he, in such capacity, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation as such general partner by himself.

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


Notary Public



BOOK 14022P 50

The undersigned, as optionee under that certain Memorandum of Option Agreement, Recorded September 17, 1987, Series # 87-196208, Contra Costa Records, hereby Consents to and joins in the execution of the foregoing AMENDMENT NUMBER TWO TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PROJECT 50-C .

BOOK 14022P 51

UDC-UNIVERSAL DEVELOPMENT L.P.,
a Delaware limited partnership
doing business in the State of
California as UDC HOMES LIMITED
PARTNERSHIP

BY: UDC CORPORATION, a Delaware corporation
doing business in the State of California
as UDC HOMES CORPORATION,
general partner

BY:

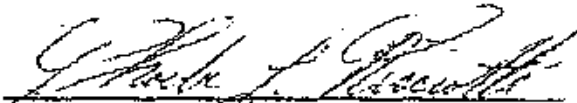
ITS:

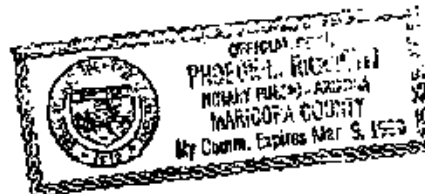
Robert N. Nadel
Executive Vice President - Finance

STATE OF ARIZONA)
)
County of Maricopa)

On this 9th day of November,
1987, before me, the undersigned officer, personally appeared
Robert H. Daskal, who acknowledged himself to be
Executive Vice President of UDC CORPORATION, a Delaware
Corporation doing business in the State of California as UDC
HOMES CORPORATION, general partner of UDC-UNIVERSAL DEVELOPMENT
L.P., a Delaware limited partnership doing business in the State
of California as UDC HOMES LIMITED PARTNERSHIP, and that he
executed the foregoing instrument for the purposes contained
therein by signing the name of such corporation as such general
partner by himself.

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


Notary Public



BOOK 14022PG 52

EXHIBIT "A"

Lot 3 , as shown on the map of Subdivison 6873, Mutual 50, filed
September 8, 1987, in Map Book 316, Page ²⁴ 4, Contra Costa County Records.

BOOK 1402 PG 53

CONSENT AND SUBORDINATION

BOOK 14022 PG 54

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, as
beneficiary, under the Deed of Trust executed by TERRA CALIFORNIA
A California corporation, in favor of FIRST FEDERAL
SAVINGS AND LOAN ASSOCIATION, as beneficiary, recorded
April 30, 19 87, in Book 11765, Page 186
Contra Costa County Records, hereby subordinates the lien of said
Deed of Trust to, and consents to and joins in the execution of, the
foregoing AMENDMENT NUMBER TWO TO THE DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR PROJECT 50-C

DATED: 7-9-87

MERABANK, FORMERLY KNOWN AS FIRST FEDERAL
SAVINGS AND LOAN ASSOCIATION OF ARIZONA
a federally chartered Savings and Loan
Association
BY: James R. Rine

State of Arizona)
) ss:
County of Maricopa)

On this the 9th day of November, 1987, before me, the undersigned Notary Public, personally appeared James P. Chase who acknowledged himself to be the Assistant Vice President of MeraBank, a Federal Savings Bank, and that he as such officer being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the lender by himself as such officer.

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

My commission expires: 8-28-90

Ollie M. Blazera

CONSENT AND SUBORDINATION

BOOK 14022PG 56

THE VALLEY NATIONAL BANK OF ARIZONA, as
beneficiary, under the Deed of Trust executed by UDC-UNIVERSAL DEVELOPMENT L
A Delaware limited partnership, in favor of THE VALLEY NATIONAL
BANK OF ARIZONA, as beneficiary, recorded
September 17, 19 86, in Book 13126, Page 19
Contra Costa County Records, hereby subordinates the lien of said
Deed of Trust to, and consents to and joins in the execution of, the
foregoing AMENDMENT NUMBER TWO TO THE DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR PROJECT 50-C

DATED: Nov. 12, 1987

THE VALLEY NATIONAL BANK OF ARIZONA

BY: Dorothy P. Wilmot

STATE OF ARIZONA

COUNTY OF MARICOPA

The foregoing instrument was acknowledged before me this 12th day of
November 1987, by Dorothy P. Wilmot, the Vice President of The Valley
National Bank of Arizona, a national banking association.

In Witness Whereof, I have hereunto set my hand and official seal.

Richard P. Harrison
Notary Public

My Commission Expires: 6/30/90


REAL ESTATE

END OF DOCUMENT

AMENDMENT NUMBER THREE TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
MUTUAL 50-C

This is to certify that this is a true and correct copy of the Amended Restrictions recorded in the Office of the Recorder of Contra Costa County, California, as Instrument No. 88-176175 in Book , Page , on September 27, 1988.

By:


Ilene Fredgren, Subdivision Processor



First American Title Guaranty Company

AMENDMENT NUMBER THREE TO THE DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR

PROJECT 50 - C

Declarant, UDC - Universal Development L. P., a Delaware Limited Partnership doing business in the State of California as UDC Homes Limited Partnership hereby amends its Declaration of Covenants, Conditions, and Restrictions for Mutual 50 C dated September 4, 1987, and recorded on September 17, 1987, Instrument Number 87-196-207, in Book 13902, Page 551 and amended on November 4, 1987, Instrument Number 87-234-347, Book 13997, Page 74, and also amended on November 17, 1987, Instrument Number 87-243-253, Book 14022, Page 48 of the Official Records of Contra Costa County, relating to that certain real property described in Exhibit A, attached hereto and incorporated by reference herein, as follows:

Article VI of said Declaration of Covenants, Conditions, and Restrictions is hereby deleted and in its place and stead is substituted the following:

The areas designated on the Plan for any Project as balcony, patio, garage or carport are Exclusive Use Common Areas. Subject to the rules of the Mutual, the balconies and patios adjacent to Units reserved for the exclusive use of the Owners of such Units and they may not be added to, modified, or altered without the approval of the Mutual and except for normal housekeeping, shall be repaired and maintained by the Mutual. Exclusive Use Common Areas designated on the Plan for the Project as garages or carports are reserved and shall be used for parking of noncommercial vehicles. Owners or occupants shall have the exclusive use of those certain garages and carports in accordance with the provisions of Exhibit C, and Exhibit C-1 to be hereafter recorded by Declarant with respect to garage/carport numbers C19 and C20, subject to the right of the Mutual to enter for purposes of maintenance and repair. Owners or occupants, or owners or occupants of condominium units in Lots 1 and/or 2 of Subdivision 6873, Subdivision Map recorded on September 8, 1987 in Book 316 Page 8 of the Official Records of Contra Costa County (hereinafter referred to as "Subdivision 6873"), shall have the exclusive use of those certain garages set forth in Exhibit C-1 to be hereafter recorded by Declarant with respect to garage numbers G111, G112, G113, G114, G115, G116, G117, G118, G119, G120, G121, and G122, subject to the right of the Mutual to enter for purposes of maintenance and repair. Declarant reserves the right to sell and or assign the exclusive use of carport numbers C19 and C20. Each such Exclusive Use Common Area shall be appurtenant to an Owner's Unit; provided, however, that Owners may transfer the exclusive right to use secondary garage and carport Exclusive Use Common Areas, but not the primary assigned garage or carport Exclusive Use Common Area, to any other Owner or occupant of the Mutual independent of the transfer or conveyance of the Unit. Declarant reserves the right to sell and/or assign the exclusive use of garage numbers G111, G112, G113, G114, G115, G116, G117, G118, G119, G120, G121, and G122 to Owners, or to the owners of condominium units in Lots 1 and 2 of Subdivision 6873, and to grant appropriate easements to such owners for ingress and egress to said garages.

Exhibit A attached to the Declaration of Covenants, Conditions, and Restrictions for Project 50-C is hereby deleted and in its place and stead is substituted the Exhibit A, attached hereto and incorporated by reference herein.


Exhibit C - Parking Assignments - Mutual 50 - Lot 3, Tract 6873, attached to the Declaration of Covenants, Conditions, and Restrictions for Project 50-C is hereby deleted and in its place and stead is substituted the Exhibit C (Revised 8/2/88) - Parking Assignments - Mutual 50 - Lot 3, Tract 6873, attached hereto and incorporated by reference herein.

Except as specifically set forth herein, said Declaration of Covenants, Conditions, and Restrictions, and each and every provision thereof, shall remain in full force and effect.

Executed this 9th day of August, 1988, at Walnut Creek, CA.

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

BY: UDC CORPORATION, a Delaware
corporation doing business in the State
of California as UDC Homes Corporation,
general partner

BY: 

ITS: VICE PRESIDENT

Exhibit C - Parking Assignments - Mutual 50 - Lot 3, Tract 6873, attached to the Declaration of Covenants, Conditions, and Restrictions for Project 50-C is hereby deleted and in its place and stead is substituted the Exhibit C (Revised 8/2/88) - Parking Assignments - Mutual 50 - Lot 3, Tract 6873, attached hereto and incorporated by reference herein.

Except as specifically set forth herein, said Declaration of Covenants, Conditions, and Restrictions, and each and every provision thereof, shall remain in full force and effect.

Executed this 9th day of August, 1988, at Walnut Creek, CA.

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

BY: UDC CORPORATION, a Delaware
corporation doing business in the State
of California as UDC Homes Corporation,

General Partner

STATE OF CALIFORNIA)
COUNTY OF CONTRA COSTA) ss.

On August 9, 1988, before me, the undersigned, a notary
public in and for said State, personally appeared Herbert M. Palmberg
known to me to be the Vice President of UDC CORPORATION, a Delaware
corporation doing business in the State of California as UDC HOMES
CORPORATION, , the corporation that executed the within instrument and
known to me to be the persons who executed the within instrument on
behalf of said corporation, said corporation being known to me to be
the general partner of UDC-UNIVERSAL DEVELOPMENT L.P., a Delaware
limited partnership doing business in the State of California as
UDC HOMES LIMITED PARTNERSHIP, the partnership that executed the within
instrument, and acknowledged to me that such corporation executed the
same as such partner and that such partnership executed the same.

WITNESS my hand and official seal

Julia M. Brumleve



(Notary Seal)

LEGAL DESCRIPTION

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

PARCEL ONE:

Lot 3, as shown on the Map of Subdivision 6873, Mutual 50, filed September 8, 1987, in Map Book 316, Page 24, Contra Costa County Records.

EXCEPTING FROM PARCEL ONE:

That portion thereof described as Parcel Two on the waiver of parcel map and certificate of compliance MS 810W-88, recorded September 21, 1988, Book 14601, page 233, Official Records.

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

PARCEL TWO:

Parcel A, as shown on the Certificate of Compliance and Lot Line Adjustment L# 88-8, recorded August 8, 1988, Book 14504, page 106, Official Records, more particularly described as follows:

PORTION OF PARCEL C AS SHOWN ON THAT CERTAIN WAIVER OF PARCEL MAP AND CERTIFICATE OF COMPLIANCE SUBDIVISION MSWC 828W-85, RECORDED DECEMBER 31, 1985, BOOK 12684, PAGE 71, OFFICIAL RECORDS, CONTRA COSTA COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF SAID PARCEL C (12684 OR 71); THENCE ALONG THE NORTHERLY LINE THEREOF, SOUTH 63° 04' 26" WEST, 160.66 FEET TO THE POINT OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING SOUTH 26° 55' 34" EAST, 13.30 FEET; THENCE SOUTH 63° 04' 26" WEST, 30.00 FEET; THENCE NORTH 26° 55' 34" WEST, 13.30 FEET TO THE NORTHERLY LINE OF SAID PARCEL C; THENCE ALONG SAID NORTHERLY LINE NORTH 63° 04' 26" EAST, 30.00 FEET TO THE POINT OF BEGINNING.

PARCEL THREE:

Parcel A, as shown on the waiver of parcel map and Certificate of Compliance MS 802w-88, recorded June 21, 1988, Book 14402, page 664, Official Records, more particularly described as follows:

BEGINNING AT THE NORTHERN TERMINUS OF THE COURSE SHOWN AS NORTH 46°48'14" WEST, 243.75 FEET OF THE BOUNDARY OF PARCEL "B" AS SHOWN ON THE MAP OF SUBDIVISION 6873, RECORDED ON SEPTEMBER 8, 1987 IN BOOK 316 OF MAPS AT PAGE 24, CONTRA COSTA COUNTY RECORDS, STATE OF CALIFORNIA; SAID POINT BEING ALSO COMMON TO PARCEL "A" AS SHOWN ON THAT CERTAIN WAIVER OF PARCEL MAP AND CERTIFICATE OF COMPLIANCE SUBDIVISION MS 827-w-85, RECORDED DECEMBER 31, 1985 IN BOOK 12684 OF OFFICIAL RECORDS, AT PAGE 67, CONTRA COSTA COUNTY, STATE OF CALIFORNIA; THENCE PERPENDICULAR TO SAID COURSE NORTH 43°11'46" EAST, 75.00 FEET; THENCE SOUTH 73°29'53" EAST, 162.50 FEET; THENCE SOUTH 46°48'14" EAST, 50.00 FEET; THENCE SOUTH 43°11'46" WEST, 128.00 FEET; THENCE ALONG THE ARC OF A TANGENT CURVE, CONCAVE TO THE NORTH HAVING A RADIUS OF 20.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 31.42 FEET; THENCE TANGENT TO SAID CURVE ALONG SAID COURSE OF PARCEL B (316 M 24) NORTH 46°48'14" WEST, 175.19 FEET TO THE POINT OF BEGINNING.

PARCEL FOUR:

A right of way (not to be exclusive) as an appurtenance to Parcels One, Two, and Three above and any subdivision or subdivisions thereof, for use as a roadway for vehicles of all kinds, pedestrians and animals, for water, gas, oil and sewer pipe lines, and for telephone, television services, electric light and power lines, over, under and upon that portion of Lots 1 and 2, Map of Subdivision 6873 (316 M 8), designated as "25.5' Private Access & Utility Easement" on the filed Map.

PARCEL FIVE:

"Together with, and as an appurtenance to Parcels One, Two and Three above, non-exclusive easements for ingress and egress, public utilities, sewers and for all purposes incidental thereto, including but not limited to the construction, installation, replacement, repair, maintenance, operation and use of all necessary or desirable roadways, sidewalks and conduits, all as described as Parcel 3 in that certain Deed of Trust recorded February 5, 1979, in Book 9214 of Official Records of Contra Costa County Page 590, instrument No. 79-16380, "and all that certain 44 foot right of way, the center line of which is designated as "CL Proposed 44' R/W Stanley Dollar Drive" and a strip of land being the extension of "Ptarmigan Drive", as shown on the Map of Subdivision 5218 (Mutual 48) filed December 26, 1978, Book 220 of Maps, Page 9, Contra Costa County Records, and a strip of land designated as Terra Granada Drive on the Map of Subdivision 5240, filed October 25, 1984, in Map Book 284, Page 1, Contra Costa County Records and that area designated as "Proposed 44' Right of Way" on Exhibit "A" attached to the Waiver of Parcel Maps, recorded December 31, 1985, Book 12684, Page 71, Official Records, and those areas designated as Parcels A and B on the Map of Subdivision 6873, Mutual 50, filed September 8, 1987, in Map Book 316, Page 8, Contra Costa County Records.

(Revised 8/2/88)

EXHIBIT C
PARKING ASSIGNMENTS
MUTUAL 50 - LOT 3
TRACT 6873

<u>UNIT NUMBER</u>	<u>GARAGE NUMBER</u>	<u>UNIT NUMBER</u>	<u>GARAGE NUMBER</u>
5005-1A	G71	5009-1A	G99
5005-1B	G72	5009-1B	G100
5005-2A	G70	5009-2A	G97
5005-2B	G69	5009-2B	G98
5006-1A	G77	5009-3A	G95
5006-1B	G78	5009-3B	G96
5006-2A	G75	5009-4A	G94
5006-2B	G76	5009-4B	G93
5006-3A	G74	5016-1A	G103
5006-3B	G73	5016-1B	G104
5007-1A	G85	5016-2A	G102
5007-1B	G86	5016-2B	G101
5007-2A	G83	5017-1A	G108
5007-2B	G84	5017-1B	G109
5007-3A	G81	5017-2A	G107
5007-3B	G82	5017-2B	G110
5007-4A	G80	5017-3A	G105
5007-4B	G79	5017-3B	G106
5008-1A	G91		
5008-1B	G92		
5008-2A	G89		
5008-2B	G90		
5008-3A	G87		
5008-3B	G88		

Unassigned Carports/Garages Reserved to Grantor, its successors and assigns, in accordance with Article VI.

<u>Building Number</u>	<u>Carport/Garage Number</u>
CP-1	G19
CP-1	G20
GA2-34	G111
GA2-34	G112
GA2-35	G113
GA2-35	G114
GA2-36	G115
GA2-36	G116
GA2-37	G117
GA2-37	G118
GA2-38	G119
GA2-38	G120
GA2-39	G121
GA2-39	G122

CONSENT AND SUBORDINATION

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF ARIZONA, as
beneficiary, under the Deed of Trust executed by TERRA CALIFORNIA
A CALIFORNIA CORPORATION, in favor of FIRST FEDERAL
SAVINGS AND LOAN ASSOCIATION OF ARIZONA, as beneficiary, recorded
April 30, 19 84, in Book 11765, Page 186
Contra Costa County Records, hereby subordinates the lien of said
Deed of Trust to, and consents to and joins in the execution of, the
foregoing AMENDMENT NUMBER THREE TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR PROJECT 50-C.

DATED: August 30, 1988

MERA BANK, formerly FIRST FEDERAL SAVINGS
AND LOAN ASSOCIATION OF ARIZONA

BY: James P. Crews

James P. Crews
Assistant Vice President

State of Arizona)
) ss:
County of Maricopa)

On this the 30th day of August, 1988, before me, the undersigned Notary Public,
personally appeared James P. Crews who acknowledged himself to be the Assistant
Vice President of MeraBank, a Federal Savings Bank, and that he as such officer
being authorized so to do, executed the foregoing instrument for the purpose
therein contained, by signing the name of the Lender by himself as such officer.

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

My commission expires: 08/28/90

Alice M. Blasquez

CONSENT AND SUBORDINATION

THE VALLEY NATIONAL BANK OF ARIZONA, as
beneficiary, under the Deed of Trust executed by UDC-UNIVERSAL DEVELOPMENT
L.P., a Delaware limited partnership, in favor of THE VALLEY NATIONAL
BANK OF ARIZONA, as beneficiary, recorded
September 17, 19 86, in Book 13126, Page 19,
Contra Costa County Records, hereby subordinates the lien of said
Deed of Trust to, and consents to and joins in the execution of, the
foregoing AMENDMENT NUMBER THREE TO THE DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR PROJECT 50-C.

DATED: 9/1/88

THE VALLEY NATIONAL BANK OF ARIZONA,

BY: Virginia P. Witting
Assistant Vice President

STATE OF ARIZONA
County of Maricopa

The foregoing instrument was acknowledged before me this 2nd day of September,
1988, by Virginia P. Witting, the Assistant Vice President of THE VALLEY NATIONAL
BANK OF ARIZONA, a national banking association.

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

My Commission Expires June 30, 1990

Barbara A. Edmonson

AGREEMENT ESTABLISHING
COVENANTS, CONDITIONS AND RESTRICTIONS

WHEREAS, Terra California Limited Partnership, an Illinois Limited Partnership, 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 purpose 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 Limited Partnership 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 Limited Partnership 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 Limited Partnership, 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.

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

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established under subparagraph D hereof with respect to compatability, (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, aerals, 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 surface, 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, aerals, 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, aerals, 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, scheme, 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 hereinafter 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 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 with 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 Limited Partnership, 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. A representative as appointed by Terra California Limited Partnership shall serve as the member of said committee initially as designated by it, and Foundation hereby appoints J. ROBERT EVANHOE as the member initially designated by it. The third member shall be NICHOLAS DANILOFF. Terra California Limited Partnership 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 Mutual, 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 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.

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

(1) Natural persons, at least one of whom in a residence or dwelling shall be at least 55 years of age and each other one in a residence or dwelling (with certain exceptions such as for a spouse) must be at least 45 years of age, in accordance with California Civil Code Section 51.3 as it presently exists or may hereafter be amended, 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 or 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 attorney's fees and its cost 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 of lien thereafter arising.

Any disagreement or controversy between an Owner and Foundation with respect to the interpretation 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.

(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 period 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 threefourths (3/4ths) 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 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 in 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 Mutuels 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.

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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 of 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, condition 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.

DATE: 9/4, 1987

DATE: September 2, 1987

Terra California Limited Partnership
an Illinois Limited Partnership

By UDC Advisory Services, Inc.,
its General Partner

GOLDEN RAIN FOUNDATION OF WALNUT CREEK
a California non-profit corporation

By [Signature]

By [Signature]
Robert L. Caracristi

Its Vice President

Its President

62-4203 (Corporation) Rev. 7/78

STATE OF CALIFORNIA
County of Contra Costa

On this 2nd day of September in the year 19 87

a Notary Public in and for said State, duly commissioned and sworn, personally appeared Bunice F. Mignola
Robert L. Caracristi

known to me to be the President

of the corporation that executed the within instrument, and to be the person(s) who executed the said instrument on behalf of said corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

[Signature]
Bunice F. Mignola

Official Seal



201 Golden Rain Road, Walnut Creek, CA 94595

STATE OF ARIZONA
COUNTY OF MARICOPA

)
) SS.
)

ON THIS 4th DAY OF SEPTEMBER, IN THE YEAR OF 1987, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED BOYD L. GILLILAN PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON WHO EXECUTED THE WITHIN INSTRUMENT AS VICE PRESIDENT ON BEHALF OF UDC ADVISORY SERVICES, INC., THE CORPORATION THEREIN NAMED, AND ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE WITHIN INSTRUMENT PURSUANT TO ITS BY-LAWS OR A RESOLUTION OF ITS BOARD OF DIRECTORS, SAID CORPORATION BEING KNOWN TO ME TO BE THE GENERAL PARTNER OF TERRA CALIFORNIA LIMITED PARTNERSHIP. THE LIMITED PARTNERSHIP THAT EXECUTED THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME AS SUCH PARTNER AND THAT SUCH PARTNERSHIP EXECUTED THE SAME.

WITNESS MY HAND AND OFFICIAL SEAL.



Pat E. Ruzum
NOTARY PUBLIC,
STATE OF ARIZONA

EXHIBIT "A"

Lots 1, 2 & 3, as shown on the map of Subdivision 6873, filed
September 8, 1987, in Book 316 of Maps, Page 24, Contra
Costa County Records.

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LEGAL DESCRIPTION

EXHIBIT "B"

BOOK 13902 PG 465

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

PARCEL ONE

Parcel One, 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 TWO

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 THREE

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 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 FOUR

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 FIVE

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 SIX

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.

Continued . . .

PARCEL SEVEN

BOOK 13902PG 466

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 EIGHT

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 NINE

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 TEN

Commencing at the intersection of the centerline of the Tice Creek Drive, with the centerline 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 then 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 35° 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 ELEVEN

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.

Continued . . .

PARCEL TWELVE

BOOK 13902PG 467

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

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 THIRTEEN

Beginning at the intersection of the west line of Pine Knoll Drive, with the north line of Parcel Twenty-eight, as said Drive and Parcel are shown on the certain Record of Survey Map, filed June 18, 1965, in License Survey Map Book 55 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 Twenty-eight; thence along the last named line and along the general east line of Parcel Twenty-seven, 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 $6^{\circ} 57' 10''$ West, 711.14 feet to an angle point in last said east line; thence continuing along the last named line, North 46° 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° 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 69.51 feet; thence tangent to the last named course, South $49^{\circ} 20'$ East, 216.95 feet to the northwest terminus of curve with a radius of 19 feet, a central angle of 90° 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° , 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 curve 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 209.50 feet; thence tangent to the last named curve, South $18^{\circ} 30'$ West, 178.30 feet to the point of beginning.

PARCEL FOURTEEN

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.

Continued . . .

PARCEL FIFTEEN

BOOK 13902PG 468

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 Thirty-six, as shown on said map.

PARCEL SIXTEEN

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 Thirty-seven, as shown on said map as having a bearing of North $64^{\circ} 03' 47''$ East.

PARCEL SEVENTEEN

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 Thirty-seven, with the southeast line of Parcel Thirty-eight, 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 $28^{\circ} 29'$ West, 52 feet; thence from a tangent which bears South $61^{\circ} 31'$ East on the arc of a curve to the left having a radius of 626 feet, through a central angle of $5^{\circ} 22'$, a distance of 58.63 feet; thence North $23^{\circ} 07'$ East, 52 feet to said southwest line of Parcel Thirty-seven; and thence along the last named line from a tangent which bears North $66^{\circ} 53'$ West, on the arc of a curve to the right having a radius of 574 feet, concentric with the aforementioned curve having a radius of 626 feet, through a central angle of $5^{\circ} 22'$, a distance of 53.76 feet to the point of beginning.

PARCEL EIGHTEEN

All that certain area designated as Skycrest Drive, as shown on that certain Parcel Map, filed October 28, 1968, in Book 8 of Parcel Maps, at Page 12, Contra Costa County Records.

PARCEL NINETEEN

Parcels Three, Four and Five, 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 TWENTY

Parcels Six, Seven and Eight, 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 TWENTY-ONE

Parcels Nine, Ten and Eleven, 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.

Continued....

PARCEL TWENTY-TWO

Book 13902pg 469

Parcels Twelve, Thirteen and Fourteen, 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 TWENTY-THREE

Parcels Sixteen, Seventeen and Eighteen, 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.

PARCEL TWENTY-FOUR

Parcel Nineteen, 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 TWENTY-FIVE

Parcels Twenty-one, Twenty-two and Twenty-three, 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 TWENTY-SIX

Parcel Twenty-five, 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 TWENTY-SEVEN

Parcel Twenty-four, 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 TWENTY-EIGHT

Parcel Thirty-nine, 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 TWENTY-NINE

Parcels Twenty-nine and Thirty, 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 THIRTY

Parcel Fifteen, 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.

Continued . . .

PARCEL THIRTY-ONE

BOOK 13902 PG 470

Parcel Thirty-one, 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 THIRTY-TWO

Parcel Thirty-two, 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 THIRTY-THREE

Portion of Parcel Two, 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:

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 Two; 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 Two; thence along the last named line, South $24^{\circ} 49' 28''$ East, 188.93 feet to said southern line of said Parcel Two; thence along the last named line, South $58^{\circ} 23' 31''$ West, 294.58 feet to the point of beginning.

PARCEL THIRTY-FOUR

Parcels Thirty-three and Thirty-four, 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 THIRTY-FIVE

Portion of Parcel Two, 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 Two; 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.

Continued . . .

PARCEL THIRTY-SIX

Parcels Thirty-five and Thirty-six, 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 THIRTY-SEVEN

Parcels Thirty-seven and Thirty-eight, 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 THIRTY-EIGHT

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.

PARCEL THIRTY-NINE

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 One, Two and Three, 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 One, Two and Three are small portions of land adjacent to the back 9 of the golf course and Rossmoor Parkway extended).

PARCEL FORTY

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 FORTY-ONE

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 FORTY-TWO

All that certain property described as Parcels Four and Five in the deed from

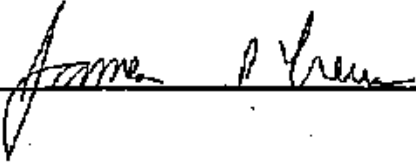
Terra California, a California corporation, to Golden Rain Foundation of Walnut Creek, a California corporation, dated September 9, 1974, recorded September 19, 1974, in Book 7326 of Official Records of Contra Costa County, Page 168, Instrument No. 83593. (Parcels Four and Five are small portions of land adjacent to the back 9 of the golf course along Rossmoor Parkway to be extended).

CONSENT AND SUBORDINATION

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF ARIZONA, as
beneficiary, under the Deed of Trust executed by TERRA CALIFORNIA,
A California corporation, in favor of FIRST FEDERAL SAVINGS
AND LOAN ASSOCIATION OF ARIZONA, as beneficiary, recorded
April 30, 19 84, in Book 11765, Page 186
Contra Costa County Records, hereby subordinates the lien of said
Deed of Trust to, and consents to and joins in the execution of, the
foregoing AGREEMENT ESTABLISHING COVENANTS CONDITIONS AND RESTRICTIONS.

DATED: 9/4/87

MERABANK, FORMERLY KNOWN AS FIRST FEDERAL
SAVINGS AND LOAN ASSOCIATION OF ARIZONA.

BY: 

STATE OF ARIZONA
COUNTY OF MARICOPA

SS.
)

ON THIS 4th DAY OF September IN THE YEAR OF 1987,
BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC OF THE STATE OF
Arizona, DULY COMMISSIONED AND SWORN, PERSONALLY
APPEARED James P. Crews, KNOWN TO ME (OR PROVED TO ME ON
THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE Asst. V.P. OF
HERABANK, FORMERLY KNOWN AS FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF
ARIZONA THE SAVINGS AND LOAN ASSOCIATION THAT EXECUTED THE WITHIN
INSTRUMENT AS BENEFICIARY, AND ALSO KNOWN TO ME TO BE THE PERSON WHO
EXECUTED THE WITHIN INSTRUMENT ON BEHALF OF THE CORPORATION THEREIN
NAMED, AND THEY ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE
WITHIN INSTRUMENT PURSUANT TO ITS BY-LAWS OR A RESOLUTION OF ITS BOARD
OF DIRECTORS AS BENEFICIARY.

WITNESS MY HAND AND OFFICIAL SEAL.



Pat E. Nugum
NOTARY PUBLIC
STATE OF ARIZONA

CONSENT AND SUBORDINATION

THE VALLEY NATIONAL BANK OF ARIZONA, as
 beneficiary, under the Deed of Trust executed by UDC-UNIVERSAL L.P.,
 A Delaware limited partnership, in favor of THE VALLEY NATIONAL
BANK OF ARIZONA, as beneficiary, recorded
 September 17, 19 86, in Book 13126, Page 19
 Contra Costa County Records, hereby subordinates the lien of said
 Deed of Trust to, and consents to and joins in the execution of, the
 foregoing AGREEMENT ESTABLISHING COVENANTS CONDITIONS AND RESTRICTIONS

DATED: 9-4-87

THE VALLEY NATIONAL BANK OF ARIZONA.

BY: *Matthew S. Miller*

STATE OF ARIZONA
COUNTY OF MARICOPA

SS.

ON THIS 4th DAY OF September IN THE YEAR OF 1987, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC OF THE STATE OF Arizona, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED Martha P. Wilcox, KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE Vice President OF THE VALLEY NATIONAL BANK OF ARIZONA THE BANK THAT EXECUTED THE WITHIN INSTRUMENT AS BENEFICIARY, AND ALSO KNOWN TO ME TO BE THE PERSONS WHO EXECUTED THE WITHIN INSTRUMENT ON BEHALF OF THE CORPORATION THEREIN NAMED, AND THEY ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE WITHIN INSTRUMENT PURSUANT TO ITS BY-LAWS OR A RESOLUTION OF ITS BOARD OF DIRECTORS AS BENEFICIARY.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires June 30, 1990

Barbara A. Edmonson
NOTARY PUBLIC,
STATE OF ARIZONA

SEAL AFFIXED

END OF DOCUMENT