

ALPHA LISTING OF TRACTS BY STREET

STREET	TRACT	DISTRICT
ALSACE	7012	3
ARGENT	6857	1
BAYONNE	6857	6
BORDEAUX (East of Lille Cir)	7020	7
BORDEAUX (West of Lille Cir)	7021	8
BURGUNDY	6858	5
CHABLIS	6858	5
CHALON	7020	7
CHAMPAGNE	6777	9
CHATEAU	6857	6
CHERBOURG (North of the greenbelt, Left Side)	6777	8
CHERBOURG (North of the greenbelt, Right Side)	7021	8
CHERBOURG (South of the greenbelt)	6857	1
CLARK	7641	13
CLEMONS	7641	12
ECCELSTONE	7641	13
EIFFEL	6871	2
GASCOGNE	7641	8
GLASS	7641	8
HUMPHREY	7641	13
KRON	7641	13
LILLE	7020	7
LORENAT	7641	12
LORRAINE	7012	3
MARNE CIR	6777	9
MONTPELLIER AV	6858	4
MOULINS CIR	7430	10
NANTES CIR (North of Deerfield)	6777	8
NANTES CIR (South of Deerfield)	7376	11
NIMES CIR	6858	4
NORMANDIE AV (North of Deerfield)	6777	8
NORMANDIE AV (South of Deerfield)	7430	10
NORRIS ST	7641	12
ORLEANS CIR	6871	2
PARIS WAY	7021	8
REIMS CIR	6858	4
ROANNE CIR	7021	8
ROCHELLE AVE (East of Saverne)	7430	10
ROCHELLE AVE (West of Saverne)	7376	11
ROYALE AVE (East of Fontaine & West of Verdun)	6871	2
ROYALE AVE (West of Fontaine)	6857	1
ROYALE AVE (East of Verdun)	7012	3
SAVERNE CIR	7376	11
SEINE CIR	6858	5
SKINNER ST	7641	12
SONNY CIR	7641	12
STRASBOURG AVE (East)	6858	4
STRASBOURG AVE (West)	6858	5
TALLEY ST	7641	13
TOULOUSE	6857	1

ALPHA LISTING OF TRACTS BY STREET

TOURAINÉ WAY (North of Strasbourg)	7020	7
TOURAINÉ WAY (South of Strasbourg)	6858	5
VERDUN	7012	2
VICHY CIR	7021	8

30 DECLARATION OF GENERAL PLAN OF
COVENANTS AND RESTRICTIONS

WHEREAS, the undersigned, THE RANCH, a Partnership, is the owner of that certain real property more particularly described as follows:

Lots 45 through 80 inclusive of Tract No. 6777 in the County of Orange, State of California, per map recorded in Book 276, Pages 40, 41 and 42 of Miscellaneous Maps in the office of the County Recorder of said county, State of California,

which real property is hereinafter referred to as the "Tract" and such owners hereinafter referred to as the "Declarants" desire to establish a general plan of covenants and restrictions affecting the use and occupancy of said tract and each lot or part thereof pursuant to a plan for subdividing and selling said tract or part thereof, and the owner and assigns thereof.

NOW, THEREFORE, the Declarants do hereby declare and establish the provisions, covenants and restrictions upon and subject to which each and all of the lots and portions of lots in the above described tract shall be improved, sold, conveyed, used and held by the declarants and their assigns, and each and all of which are declared to be for the mutual benefit of the lots or portions of lots in said tract and each owner thereof and his successors and assigns; and further that each and all of the covenants or restrictions hereby declared shall run with the land and shall inure to and pass with said tract and each and every lot or portion thereof, and shall apply to and bind the respective successors in interest thereto, and are, and each thereof is, imposed upon said tract and each lot or portion thereof, as a mutual servitude in favor of each and every parcel of land contained in said tract as the dominant tenement or tenements, which said covenants and restrictions are

as, sold and used for residential purposes only; all lots are designated as a one-family dwelling lot. That each and every lot in the tract shall be used for a private single-family residence only, and no building or structure other than a single-family dwelling or building, not to exceed two stories in height, and a private garage for not more than three cars, shall be erected or constructed on said tract except for use in connection with the actual construction of the permanent residential building on any lot in said tract for a period of time in excess of that period of time customarily required to construct such permanent single-family dwelling together with garage and customary outbuildings.

2. That no building, fence or other structure shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structure in the subdivision, and as to location of the building with respect to topography and finish ground elevation by an Architectural Committee composed of Donald B. Ayres, Jr. , Michael B. Jager, and Roger DeYoung, whose address is 6000 West Coast Highway, Newport Beach, California, or by a representative designated by a majority of the members of said committee, the remaining members shall have the authority to approve or disapprove such design and location, or to designate a representative with like authority. That in the event said committee or its designated representative fails to approve or disapprove such design or location within thirty days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or buildings or making of such alterations have been commenced prior to the completion thereof, such approval shall not be required and this covenant shall be deemed to have been fully

for services performed pursuant to this covenant. That the powers and duties of said committee, and of its designated representatives shall cease on and after January 15, 2000. That 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 lots in this subdivision and duly recorded, appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by said committee.

3. That no building shall be located nearer than 10 feet to the front lot line, located on any lot nearer than 10 feet to any side street line, nor located nearer than 5 feet to any side lot line, and that no dwelling shall be located on any interior lot nearer than 15 feet to the rear lot line.
4. That no fence or wall shall be erected or permitted to remain between the street and the front setback line; nor shall any hedge therein be permitted to exceed the height of three (3) feet, and no fence or wall in excess of 6 feet in height shall be erected or maintained on any other portion of any residential building lot.
5. That no dwelling shall be erected or placed on any lot having an area of less than 5,000 square feet.
6. That no noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood.
7. That no trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
8. That no single dwelling shall be erected or placed or maintained on any lot in the tract having a ground floor area in the main

maintenance.

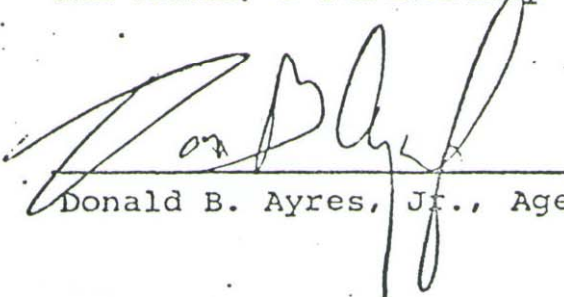
10. No derrick or other structure designed for use in boring, mining or quarrying for water, oil or natural gas or precious minerals, shall ever be erected, maintained or permitted upon any lot in said tract.
11. That no sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
12. That these covenants, with the exception of the covenants contained in paragraph 7, are to run with the land and shall be binding on all parties claiming under them until January 15, 2000, at which time said covenants shall automatically be extended for successive periods of ten years, unless by a vote of the majority of the then owners of the lots it is agreed to change the said covenants in whole or in part. The covenants contained in said paragraph 7 run with the land and shall be perpetual.
13. That if the parties hereto or any of them, or their heirs or assigns shall violate or attempt to violate any of the covenants herein it shall be lawful for any person or persons owning any real property situated in said tract to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate such covenants and either to prevent or enjoin him or them from doing so or to recover damages or other dues for such violation.
14. That if any provisions of these covenants or restrictions be declared invalid or unenforceable, all other provisions, covenants and restrictions shall remain in full force and effect.
15. Breach of any of said covenants and restrictions shall not defeat or render invalid the lien of any mortgage or deed of trust

any part thereof, but such provisions and restrictions shall be binding and effective against any owner of property whose title thereto is acquired by foreclosure, trustee's sale or otherwise.

16. That no boats, trailers, house trailers or trucks larger than one-half ton capacity shall be parked or stored in or upon the driveways of any lot in said tract, or upon the portion of any lot which is visible from said street and roadway. No automobile, motorcycle, trailer, boat, truck or similar vehicle shall be repaired or painted upon the portion of any lot in said tract which is visible from the streets or roadways of said tract.

IN WITNESS WHEREOF, the undersigned owners, above referred to as Declarants, have caused this instrument to be executed this 29th day of March 1971.

THE RANCH, a Partnership


Donald B. Ayres, Jr., Agent

TRACT NO. 6857
RESTRICTION RECORDED JUNE 20, 1969
IN BOOK 8996, PAGE 651, O. R.

(TRACT
6857

J.W. KLUG DEV.
(PACSETER HOMES

DECLARATION OF ESTABLISHMENT OF RESTRICTIONS,
EASEMENTS, CONDITIONS, COVENANTS AND RESERVATIONS

KNOW ALL MEN BY THESE PRESENTS:

THAT PACSETER-VALENCIA COMPANY, A LIMITED PARTNERSHIP, BEING RECORD OWNERS OF THE HEREINAFTER DESCRIBED PROPERTY, DO HEREBY DECLARE THE ESTABLISHMENT OF THE FOLLOWING CONDITIONS, RESERVATIONS AND RESTRICTIONS, ON THE FOLLOWING DESCRIBED REAL PROPERTY LOCATED IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 1 - 108 INCLUSIVE OF TRACT NO. 6857, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 258 PAGES 7, 8, AND 9 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

AND SAID OWNERS DO HEREBY CERTIFY AND DECLARE THAT THE FOLLOWING RESTRICTIONS, EASEMENTS, CONDITIONS AND RESERVATIONS SHALL GOVERN THE LAND INCLUDED WITHIN SAID DESCRIPTION, AND SHALL OPERATE AS COVENANTS RUNNING WITH SAID LAND FOR THE BENEFIT OF EACH AND ALL OF THE OWNERS OF THE LOTS IN SAID LAND.

SAID RESTRICTIONS, EASEMENTS, CONDITIONS, COVENANTS AND RESERVATIONS SHALL INURE TO AND PASS WITH EACH AND EVERY PARCEL OF SAID PROPERTY AND SHALL APPLY TO AND BIND THE RESPECTIVE SUCCESSORS IN INTEREST OF THE PROPERTY OWNER OR OWNERS THEREOF, AND ARE, AND EACH THEREOF IS IMPOSED UPON SAID PROPERTY AS A SERVITUDE IN FAVOR OF EACH AND EVERY SUCH PARCEL OF LAND THEREIN AS A DOMINANT TENEMENT AS FOLLOWS:

1. LOTS 1 - 108 INCLUSIVE, IN SAID TRACT SHALL BE KNOWN AND DESCRIBED AS RESIDENTIAL LOTS; NO BUILDING, BUILDINGS, STRUCTURES OR IMPROVEMENTS SHALL BE ERECTED, ALTERED, PLACED OR PERMITTED TO REMAIN ON ANY SUCH RESIDENTIAL LOTS OTHER THAN ARE DETACHED SINGLE-FAMILY DWELLINGS, AND A PRIVATE GARAGE FOR NO MORE THAN THREE CARS.

2. NO BUILDINGS, GARAGE OR OTHER STRUCTURE SHALL BE ERECTED, ALTERED OR PLACED ON ANY LOTS OF SAID TRACT UNTIL THE BUILDING PLANS, SPECIFICATIONS, AND PLOT PLAN SHOWING THE LOCATION OF EACH BUILDING, GARAGE OR OTHER STRUCTURE HAS BEEN APPROVED IN WRITING AS TO CONFORMITY AND HARMONY OF EXTERNAL DESIGN WITH EXISTING STRUCTURES IN SAID TRACT AND AS TO LOCATION OF THE BUILDING, GARAGE OR OTHER STRUCTURE WITH RESPECT TO TOPOGRAPHY AND FINISHED GROUND ELEVATION BY A COMMITTEE COMPOSED OF JOHN W. KLUG, LANDON M. EXLEY AND MADELINE RAMSEY, 4540 CAMPUS DRIVE, NEWPORT BEACH, CALIFORNIA, AND/OR BY A REPRESENTATIVE DESIGNATED BY THE MEMBERS OF SAID COMMITTEE, THE REMAINING MEMBER OR MEMBERS SHALL HAVE FULL AUTHORITY TO APPROVE OR DISAPPROVE SUCH DESIGN AND LOCATION, OR TO DESIGNATE A REPRESENTATIVE WITH LIKE AUTHORITY. IN THE EVENT SAID COMMITTEE OR ITS DESIGNATED REPRESENTATIVE FAILS TO APPROVE OR DISAPPROVE SUCH DESIGN AND LOCATION WITHIN THIRTY (30) DAYS AFTER SAID PLANS, SPECIFICATIONS AND PLOT PLAN HAVE BEEN SUBMITTED TO IT OR IN ANY EVENT IF SO SUIT TO ENJOIN THE ERECTION OF SUCH BUILDING, GARAGE OR OTHER STRUCTURE, OR THE MAKING OF SUCH ALTERATIONS HAS BEEN COMMENCED PRIOR TO THE COMPLETION THEREOF, SUCH APPROVAL WILL NOT BE REQUIRED AND THIS COVENANT WILL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH. NEITHER THE MEMBERS OF SAID COMMITTEE, OR ITS DESIGNATED REPRESENTATIVES SHALL BE ENTITLED TO ANY COMPENSATION FOR SERVICES PERFORMED PURSUANT TO THIS COVENANT. THE POWERS OF AND DUTIES OF SUCH COMMITTEE AND OF ITS DESIGNATED REPRESENTATIVES SHALL CEASE ON AND AFTER THE YEAR 2001. THE COMMITTEE HEREIN BEFORE IN THE PARAGRAPH MENTIONED, SHALL BE KNOWN AND DESIGNATED AS THE ARCHITECTURAL COMMITTEE.

3. NO RESIDENTIAL STRUCTURE HAVING FLOOR AREA OF LESS THAN 1300 SQUARE FEET EXCLUSIVE OF OPEN PORCHES, PATIOS AND GARAGES, SHALL BE ERECTED OR PLACED ON ANY RESIDENTIAL LOT IN SAID TRACT. NO GARAGE SHALL BE ERECTED ON THE PREMISES UNTIL THE PLANS HAVE BEEN SUBMITTED TO AND APPROVED BY THE ARCHITECTURAL COMMITTEE.

4. NO BUILDING SHALL BE LOCATED ON ANY LOT NEARER TO THE SIDE STREET LINE THAN THE MINIMUM SETBACK LINES SHOWN ON THE RECORDED PLAN. IN ANY EVENT, NO BUILDING SHALL BE LOCATED ON ANY LOT NEARER THAN 10 FEET TO THE FRONT LOT LINE. ON INTERIOR LOT LINES, BUILDING MUST BE SITUATED SO THAT 10 FEET IS MAINTAINED BETWEEN BUILDINGS ON ADJACENT PROPERTY. NO DWELLING SHALL BE LOCATED ON ANY INTERIOR LOT NEARER THAN 10 FEET TO THE REAR LOT LINE. FOR THE PURPOSE OF THIS COVENANT, EAVES, STEPS AND OPEN PORCHES, SHALL NOT BE CONSIDERED AS A PART OF A BUILDING, PROVIDED, HOWEVER, THAT THIS SHALL NOT BE CONSTRUED TO PERMIT ANY PORTION OF A BUILDING ON A LOT TO ENCROACH UPON ANOTHER LOT.

5. NO DERRICK OR OTHER STRUCTURE DESIGNED FOR USE IN BORING, MINING OR QUARRYING FOR WATER, OIL OR NATURAL GAS OR PRECIOUS MINERALS, SHALL BE ERECTED, MAINTAINED OR PERMITTED UPON ANY LOT IN SAID TRACT.

6. NO DWELLING SHALL BE ERECTED OR PLACED ON ANY LOT HAVING AN AREA OF LESS THAN 5000 SQUARE FEET.

7. NO MERCANTILE, MANUFACTURING, MECHANICAL OR TRADE BUSINESS OR BUSINESS ESTABLISHMENT OF ANY NATURE SHALL BE MAINTAINED ON SAID LAND. NO HORSES, CATTLE, SWINE, SHEEP, GOATS, POULTRY, INCLUDING CHICKENS OR RABBITS, SHALL BE MAINTAINED OR KEPT ON SAID LAND.

8. NO FENCE OR WALL SHALL BE ERECTED OR PERMITTED TO REMAIN BETWEEN THE STREET AND THE FRONT SETBACK LINE OF ANY OF SAID RESIDENTIAL LOTS OF SAID TRACT NOR SHALL ANY HEDGE EXCEEDING A HEIGHT OF 3 FEET BE PERMITTED TO REMAIN BETWEEN THE STREET AND THE FRONT SETBACK LINE OF ANY OF SAID LOTS, EXCEPT THAT SUCH A FENCE MAY BE PERMITTED IF APPROVED BY THE ARCHITECTURAL COMMITTEE AND ON THE TERMS AND CONDITIONS CONTAINED IN PARAGRAPH 2 HEREIN.

TRACT NO. 6857
IN BOOK 8996, PAGE 651, O. R.

9. NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED ON UPON ANY OF THE LOTS COVERED HEREBY NOR SHALL ANYTHING BE DONE THEREON THAT MAY BE OR BECOME ANY ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NO LAUNDRY, CLOTHING, RAGS OR ANY SIMILAR MATERIAL SHALL BE HUNG OR DISPLAYED UPON THE EAVES, DOORS OR UPON THE PORTION OF ANY BUILDING WHICH FACES UPON OR IS VISIBLE FROM THE STREETS AND ROADWAYS IN SAID TRACT.

10. AFTER THE COMMENCEMENT OF ANY BUILDINGS, OUTBUILDINGS, PRIVATE GARAGE, STRUCTURE, FENCE OR WALL PERMITTED HEREBY TO BE CONSTRUCTED, THE SAME SHALL BE PROSECUTED TO COMPLETION WITH REASONABLE DILIGENCE.

11. NO TRAILER, EASEMENTS, TENTS, SHACK, GARAGE OR BARN OR OTHER OUTBUILDING ERECTED ON ANY RESIDENTIAL LOT IN SAID TRACT SHALL AT ANY TIME BE USED AS A RESIDENCE TEMPORARILY OR PERMANENTLY, NOR SHALL ANY STRUCTURE OF A TEMPORARY CHARACTER BE USED AS A RESIDENCE ON ANY SAID LOTS.

12. EASEMENTS FOR INSTALLATION AND MAINTENANCE OF UTILITIES AND DRAINAGE FACILITIES ARE RESERVED AS SHOWN ON THE RECORDED PLAT.

13. THESE COVENANTS ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM FOR A PERIOD OF THIRTY-FIVE YEARS FROM THE DATE THESE COVENANTS ARE RECORDED, AFTER WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF 10 YEARS UNLESS AN INSTRUMENT SIGNED BY A MAJORITY OF THE THEN OWNERS OF THE LOTS HAS BEEN RECORDED, AGREEING TO CHANGE SAID COVENANTS IN WHOLE OR IN PART.

14. INVALIDATION OF ANY OF THE RESTRICTIONS, EASEMENTS, CONDITIONS, COVENANTS, AND RESERVATIONS BY A JUDGEMENT OR A COURT ORDER SHALL IN NO WAY AFFECT ANY OF THE OTHER RESTRICTIONS, EASEMENTS, CONDITIONS, COVENANTS, AND RESERVATIONS, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

15. A BREACH OF ANY OF THE RESTRICTIONS, EASEMENTS, CONDITIONS, COVENANTS, AND RESERVATIONS HEREIN CONTAINED SHALL NOT DEFEAT OR RENDER INVALID THE LIEN OF ANY MORTGAGE OR DEED OF TRUST MADE IN GOOD FAITH AND FOR VALUE AS TO THE LOT OR PORTION OF THE LOTS IN THE REAL PROPERTY COVERED HEREBY, BUT SAID RESTRICTIONS, EASEMENTS, CONDITIONS, COVENANTS, AND RESERVATIONS SHALL BE BINDING UPON AND AFFECTIVE AGAINST ANY OWNER THEREOF WHOSE TITLE THERETO IS ACQUIRED BY FORECLOSURE, TRUSTEE'S SALE OR OTHERWISE.

16. SHOULD ANY PARTY VIOLATE OR ATTEMPT TO VIOLATE ANY OF THE RESTRICTIONS, EASEMENTS, CONDITIONS, COVENANTS, OR RESERVATIONS HEREIN CONTAINED, IT SHALL BE LAWFUL FOR ANY OTHER PERSON OR PERSONS OR ANY OWNER OF ANY LOTS COVERED HEREBY OR ANY PART OR PORTION THEREOF, TO PROSECUTE A PROCEEDING AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS WHO HAVE VIOLATED OR ARE ATTEMPTING TO VIOLATE ANY OF THE RESTRICTIONS, EASEMENTS, CONDITIONS, COVENANTS, OR RESERVATIONS TO PREVENT OR ENJOIN THEM FROM SO DOING, TO CAUSE SAID VIOLATIONS TO BE REMEDIED OR TO RECOVER DAMAGES OR OTHER DUES. IN ANY SUCH PROCEEDING THE DECREE OR JUDGEMENT SHALL INCLUDE SUCH SUMS FOR ATTORNEYS FEES AS THE COURT MAY DEEM APPROPRIATE FOR COUNSEL OF THE PROPONENTS OF THESE RESTRICTIONS.

17. EACH GRANTEE OF A LOT IN SAID TRACT AGREES FOR HIMSELF, HIS HEIRS, ASSIGNS, OR SUCCESSORS IN INTEREST THAT HE WILL PERMIT FREE ACCESS BY OWNERS OF ADJACENT OR ADJOINING LOTS TO DRAINAGEWAYS LOCATED ON HIS REAR PROPERTY LINE, WHICH AFFECT SAID ADJACENT OR ADJOINING LOTS, WHEN SUCH ACCESS IS ESSENTIAL FOR THE MAINTENANCE OF THE DRAINAGE FACILITIES FOR THE PROTECTION AND USE OF PROPERTY OTHER THAN THE LOT ON WHICH THE DRAINAGEWAY IS LOCATED.

18. EACH GRANTEE OF A LOT IN SAID TRACT AGREES FOR HIMSELF AND HIS ASSIGNS THAT HE WILL NOT IN ANY WAY INTERFERE WITH THE ESTABLISHED DRAINAGE PATTERNS OVER HIS LOT FROM ADJOINING OR OTHER LOTS IN SAID TRACT, OR THAT HE WILL MAKE ADEQUATE PROVISIONS FOR PROPER DRAINAGE OVER HIS LOT. FOR THE PURPOSES HEREOF, "ESTABLISHED" DRAINAGE IS DEFINED AS THE DRAINAGE WHICH OCCURRED AT THE TIME THE OVERALL GRADING OF SAID TRACT WAS COMPLETED BY THE UNDERSIGNED GRANTOR.

19. NO BOATS, TRAILERS, HOUSE TRAILERS OR TRUCKS LARGER THAN ONE-HALF TON CAPACITY SHALL BE PARKED OR STORED UPON THE ROADWAYS AND STREETS OF SAID TRACT OR IN THE DRIVEWAYS OF ANY LOT IN SAID TRACT, OR UPON THE PORTION OF ANY LOT WHICH IS VISIBLE FROM SAID STREETS AND ROADWAYS. NO AUTOMOBILE, MOTORCYCLE, TRAILER, BOAT, TRUCK OR SIMILAR VEHICLE SHALL BE REPAIRED OR PAINTED UPON THE PORTION OF ANY LOT IN SAID TRACT WHICH IS VISIBLE FROM THE STREETS OR ROADWAYS OF SAID TRACT.

20. ALL BUILDINGS, OUTBUILDINGS, GARAGES AND OTHER STRUCTURES IN SAID TRACT SHALL BE COMPLETELY ENCLOSED UPON THE SIDE OF SAID BUILDINGS AND/OR STRUCTURES VISIBLE FROM THE STREETS AND ROADWAYS IN SAID TRACT. THE DOORS OF SAID BUILDINGS UPON THE SIDE OR SIDES VISIBLE FROM SAID STREETS OR ROADWAYS SHALL BE AND REMAIN CLOSED AT ALL TIMES.

PACESETTER-VALENCIA COMPANY
A LIMITED PARTNERSHIP

BY: J. W. KLUG DEVELOPMENT CO., INC.
GENERAL PARTNER

BY: JOHN W. KLUG
JOHN W. KLUG, PRESIDENT

BY: LONDON M. EXLEY
LONDON M. EXLEY, SECRETARY

TRACT NO. 6858
RESTRICTION RECORDED JUNE 5, 1969
IN BOOK 8978, PAGE 522, O. R.

AYRES HOMES

DECLARATION OF GENERAL PLAN OF
COVENANTS AND RESTRICTIONS

WHEREAS, THE UNDERSIGNED, THE RANCH, A PARTNERSHIP, IS THE OWNER OF THAT CERTAIN REAL PROPERTY MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 1 THROUGH 114 INCLUSIVE OF TRACT 6858 IN THE COUNTY OF ORANGE,
STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 257, PAGES 35-37
OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID
COUNTY,

WHICH REAL PROPERTY IS HEREINAFTER REFERRED TO AS THE "TRACT", AND SUCH OWNERS HEREINAFTER REFERRED TO AS THE "DECLARANTS", DESIRE TO ESTABLISH A GENERAL PLAN OF COVENANTS AND RESTRICTIONS AFFECTING THE USE AND OCCUPANCY OF SAID TRACT AND EACH LOT OR PART THEREOF PURSUANT TO A PLAN FOR SUBDIVIDING AND SELLING SAID TRACT OR PART THEREOF, FOR THE MUTUAL BENEFIT OF EACH AND EVERY LOT OF SAID TRACT OR PART THEREOF, AND THE OWNER AND ASSIGNS THEREOF.

NOW, THEREFORE, THE DECLARANTS DO HEREBY DECLARE AND ESTABLISH THE PROVISIONS, COVENANTS AND RESTRICTIONS UPON AND SUBJECT TO WHICH EACH AND ALL OF THE LOTS AND PORTIONS OF LOTS IN THE ABOVE DESCRIBED TRACT SHALL BE IMPROVED, SOLD, CONVEYED, USED AND HELD BY THE DECLARANTS AND THEIR ASSIGNS, AND EACH AND ALL OF WHICH ARE DECLARED TO BE FOR THE MUTUAL BENEFIT OF THE LOTS OR PORTIONS OF LOTS IN SAID TRACT AND EACH OWNER THEREOF AND HIS SUCCESSORS AND ASSIGNS; AND FURTHER THAT EACH AND ALL OF THE COVENANTS OR RESTRICTIONS HEREBY DECLARED SHALL RUN WITH THE LAND AND SHALL INURE TO AND PASS WITH SAID TRACT AND EACH AND EVERY LOT OR PORTION THEREOF, AND SHALL APPLY TO AND BIND THE RESPECTIVE SUCCESSORS IN INTEREST THERETO, AND ARE, AND EACH THEREOF IS, IMPOSED UPON SAID TRACT AND EACH LOT OR PORTION THEREOF, AS A MUTUAL SERVITUDE IN FAVOR OF EACH AND EVERY PARCEL OF LAND CONTAINED IN SAID TRACT AS THE DOMINANT TENEMENT OR TENEMENTS, WHICH SAID COVENANTS AND RESTRICTIONS ARE AS FOLLOWS:

1. THAT EACH AND EVERY LOT IN THE TRACT SHALL BE KNOWN, DESCRIBED AS, SOLD AND USED FOR RESIDENTIAL PURPOSES ONLY; ALL LOTS ARE DESIGNATED AS A ONE-FAMILY DWELLING LOT. THAT EACH AND EVERY LOT IN THE TRACT SHALL BE USED FOR A PRIVATE SINGLE-FAMILY RESIDENCE ONLY, AND NO BUILDING OR STRUCTURE OTHER THAN A SINGLE-FAMILY DWELLING OR BUILDING, NOT TO EXCEED TWO STORIES IN HEIGHT, AND A PRIVATE GARAGE FOR NOT MORE THAN THREE CARS, SHALL BE ERRECTED OR CONSTRUCTED ON SAID TRACT EXCEPT FOR USE IN CONNECTION WITH THE ACTUAL CONSTRUCTION OF THE PERMANENT RESIDENTIAL BUILDING ON ANY LOT IN SAID TRACT, BUT IN NO EVENT SHALL SAID TEMPORARY STRUCTURE REMAIN ON ANY LOT IN SAID TRACT FOR A PERIOD OF TIME IN EXCESS OF THAT PERIOD OF TIME CUSTOMARILY REQUIRED TO CONSTRUCT SUCH PERMANENT SINGLE-FAMILY DWELLING TOGETHER WITH GARAGE AND CUSTOMARY OUTBUILDINGS.
2. THAT NO BUILDING SHALL BE ERRECTED, PLACED OR ALTERED ON ANY BUILDING PLOT IN THIS SUBDIVISION UNTIL THE BUILDING PLANS, SPECIFICATIONS, AND PLOT PLAN SHOWING THE LOCATION OF SUCH BUILDING HAVE BEEN APPROVED IN WRITING AS TO CONFORMITY AND HARMONY OF EXTERNAL DESIGN WITH EXISTING STRUCTURE IN THE SUBDIVISION, AND AS TO LOCATION OF THE BUILDING WITH RESPECT TO TOPOGRAPHY AND FINISH GROUND ELEVATION BY AN ARCHITECTURAL COMMITTEE COMPOSED OF DONALD B. AYRES, JR., MICHAEL B. JAGER, AND ROGER DE YOUNG, WHOSE ADDRESS IS 6000 WEST COAST HIGHWAY, NEWPORT BEACH, CALIFORNIA, OR BY A REPRESENTATIVE DESIGNATED BY A MAJORITY OF THE MEMBERS OF SAID COMMITTEE; THAT IN THE EVENT OF THE DEATH OR RESIGNATION OF ANY MEMBER OF SAID COMMITTEE, THE REMAINING MEMBERS SHALL HAVE THE AUTHORITY TO APPROVE OR DISAPPROVE SUCH DESIGN AND LOCATION, OR TO DESIGNATE A REPRESENTATIVE WITH LIKE AUTHORITY. THAT IN THE EVENT SAID COMMITTEE OR ITS DESIGNATED REPRESENTATIVE FAILS TO APPROVE OR DISAPPROVE SUCH DESIGN OR LOCATION WITHIN THIRTY DAYS AFTER SAID PLANS AND SPECIFICATIONS HAVE BEEN SUBMITTED TO IT, OR IN ANY EVENT, IF NO SUIT TO ENJOIN THE ERRECTION OF SUCH BUILDING OR BUILDINGS OR MAKING OF SUCH ALTERATIONS HAVE BEEN COMMENCED PRIOR TO THE COMPLETION THEREOF, SUCH APPROVAL SHALL NOT BE REQUIRED AND THIS COVENANT SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH. NEITHER THE MEMBERS OF THIS COMMITTEE, NOR ITS DESIGNATED REPRESENTATIVE, SHALL BE ENTITLED TO ANY COMPENSATION FOR SERVICES PERFORMED PURSUANT TO THIS COVENANT. THAT THE POWERS AND DUTIES OF SAID COMMITTEE, AND OF ITS DESIGNATED REPRESENTATIVE SHALL CEASE ON AND AFTER JANUARY 15, 2000. THAT 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 LOTS IN THIS SUBDIVISION AND DULY RECORDED, APPOINTING A REPRESENTATIVE OR REPRESENTATIVES WHO SHALL THEREAFTER EXERCISE THE SAME POWERS PREVIOUSLY EXERCISED BY SAID COMMITTEE.
3. THAT NO BUILDING SHALL BE LOCATED NEARER THAN 10 FEET TO THE FRONT LOT LINE, LOCATED ON ANY LOT NEARER THAN 10 FEET TO ANY SIDE STREET LINE, NOR LOCATED NEARER THAN 5 FEET TO ANY SIDE LOT LINE.
4. THAT NO FENCE OR WALL SHALL BE ERRECTED OR PERMITTED TO REMAIN BETWEEN THE STREET AND THE FRONT SETBACK LINE; NOR SHALL ANY HEDGE THEREIN BE PERMITTED TO EXCEED THE HEIGHT OF THREE (3) FEET, AND NO FENCE OR WALL IN EXCESS OF 6 FEET IN HEIGHT SHALL BE ERRECTED OR MAINTAINED ON ANY OTHER PORTION OF ANY RESIDENTIAL BUILDING LOT.
5. THAT NO DWELLING SHALL BE ERRECTED OR PLACED ON ANY LOT HAVING AN AREA OF LESS THAN 6,000 SQUARE FEET.
6. THAT NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED ON UPON ANY LOT, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE OR BECOME ANY ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

TRACT NO. 6858
IN BOOK 8978, PAGE 522, O. R.

7. THAT NO TRAILER, BASEMENT, TENT, SHACK, GARAGE, BARN OR OTHER OUTBUILDING ERECTED IN THE TRACT SHALL AT ANY TIME BE USED AS A RESIDENCE TEMPORARILY OR PERMANENTLY, NOR SHALL ANY STRUCTURE OF A TEMPORARY CHARACTER BE USED AS A RESIDENCE.

8. THAT NO SINGLE DWELLING SHALL BE ERECTED OR PLACED OR MAINTAINED ON ANY LOT IN THE TRACT HAVING A GROUND FLOOR AREA IN THE MAIN STRUCTURE, EXCLUSIVE OF ONE STORY OPEN PORCHES AND GARAGE, OF LESS THAN 1,000 SQUARE FEET.

9. EASEMENTS OF RECORD ARE RESERVED FOR UTILITY INSTALLATION AND MAINTENANCE.

10. NO DERRICK OR OTHER STRUCTURE DESIGNED FOR USE IN BORING, MINING OR QUARRYING FOR WATER, OIL OR NATURAL GAS OR PRECIOUS MINERALS, SHALL EVER BE ERECTED, MAINTAINED OR PERMITTED UPON ANY LOT IN SAID TRACT.

11. THAT NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT EXCEPT ONE PROFESSIONAL SIGN OF NOT MORE THAN ONE SQUARE FOOT, ONE SIGN OF NOT MORE THAN FIVE SQUARE FEET ADVERTISING THE PROPERTY FOR SALE OR RENT, OR SIGNS USED BY A BUILDER TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALES PERIOD.

12. THAT THESE COVENANTS, WITH THE EXCEPTION OF THE COVENANTS CONTAINED IN PARAGRAPH 7, ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON ALL PARTIES CLAIMING UNDER THEM UNTIL JANUARY 15, 2000, AT WHICH TIME SAID COVENANTS SHALL AUTOMATICALLY BE EXTENDED FOR SUCCESSIVE PERIODS OF TEN YEARS, UNLESS BY A VOTE OF THE MAJORITY OF THE THEN OWNERS OF THE LOTS IT IS AGREED TO CHANGE THE SAID COVENANTS IN WHOLE OR IN PART. THE COVENANTS CONTAINED IN SAID PARAGRAPH 7 RUN WITH THE LAND AND SHALL BE PERPETUAL.

13. THAT IF THE PARTIES HERETO OR ANY OF THEM, OR THEIR HEIRS OR ASSIGNS SHALL VIOLATE OR ATTEMPT TO VIOLATE ANY OF THE COVENANTS HEREIN IT SHALL BE LAWFUL FOR ANY PERSON OR PERSONS OWNING ANY REAL PROPERTY SITUATED IN SAID TRACT TO PROSECUTE ANY PROCEEDINGS AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE SUCH COVENANTS AND EITHER TO PREVENT OR ENJOIN HIM OR THEM FROM DOING SO OR TO RECOVER DAMAGES OR OTHER DUES FOR SUCH VIOLATION.

14. THAT IF ANY PROVISIONS OF THESE COVENANTS OR RESTRICTIONS BE DECLARED INVALID OR UNENFORCEABLE, ALL OTHER PROVISIONS, COVENANTS AND RESTRICTIONS SHALL REMAIN IN FULL FORCE AND EFFECT.

15. BREACH OF ANY OF SAID COVENANTS AND RESTRICTIONS 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 LOTS OR PROPERTY, OR ANY PART THEREOF, BUT SUCH PROVISIONS AND RESTRICTIONS SHALL BE BINDING AND EFFECTIVE AGAINST ANY OWNER OF PROPERTY WHOSE TITLE THERETO IS ACQUIRED BY FORECLOSURE, TRUSTEE'S SALE OR OTHERWISE.

16. THAT NO BOATS, TRAILERS, HOUSE TRAILERS OR TRUCKS LARGER THAN ONE-HALF TON CAPACITY SHALL BE PARKED OR STORED IN OR UPON THE DRIVEWAYS OF ANY LOT IN SAID TRACT, OR UPON THE PORTION OF ANY LOT WHICH IS VISIBLE FROM SAID STREET AND ROADWAY. NO AUTOMOBILE, MOTORCYCLE, TRAILER, BOAT, TRUCK OR SIMILAR VEHICLE SHALL BE REPAIRED OR PAINTED UPON THE PORTION OF ANY LOT IN SAID TRACT WHICH IS VISIBLE FROM THE STREETS OR ROADWAYS OF SAID TRACT.

IN WITNESS WHEREOF, THE UNDERSIGNED OWNERS, ABOVE REFERRED TO AS DECLARANTS, HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED THIS 5TH DAY OF JUNE, 1969.

THE RANCH, A PARTNERSHIP
NEWPORT SHORES BUILDERS, GENERAL PARTNER

BY ANTOINETTE AYRES
ANTOINETTE AYRES, VICE PRESIDENT

BY MICHAEL B. JAGER
MICHAEL B. JAGER, SECRETARY

Return to:

THE RANCH
6000 W. Coast Highway
Newport Beach, Calif.

DECLARATION OF GENERAL PLAN OF
COVENANTS AND RESTRICTIONS

RECORDED AT REQUEST OF FIRST AMERICAN TITLE INS. CO. IN OFFICIAL RECORDS OF ORANGE COUNTY, CALIF. 10 ⁵⁰ AM AUG 18 1969 J. WYLIE CARLYLE, County Recorder
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WHEREAS, the undersigned, THE RANCH, a Partnership, is the owner of that certain real property more particularly described as follows:

Lots 1 through 37 inclusive of Tract 6871 in the County of Orange, State of California, as per map recorded in Book 259, Pages 49 & 50, in the office of the County Recorder of said county, /of Miscellaneous Maps

which real property is hereinafter referred to as the "Tract", and such owners hereinafter referred to as the "Declarants", desire to establish a general plan of covenants and restrictions affecting the use and occupancy of said tract and each lot or part thereof pursuant to a plan for subdividing and selling said tract or part thereof, for the mutual benefit of each and every lot of said tract or part thereof, and the owner and assigns thereof.

NOW, THEREFORE, the Declarants do hereby declare and establish the provisions, covenants and restrictions upon and subject to which each and all of the lots and portions of lots in the above described tract shall be improved, sold, conveyed, used and held by the declarants and their assigns, and each and all of which are declared to be for the mutual benefit of the lots or portions of lots in said tract and each owner thereof and his successors and assigns; and further that each and all of the covenants or restrictions hereby declared shall run with the land and shall inure to and pass with said tract and each and every lot or portion thereof, and shall apply to and bind the respective successors in interest thereto, and are, and each thereof is, imposed upon said tract and each lot or portion thereof, as a mutual servitude in favor of each and every parcel of land contained in said tract as the dominant tenement or tenements, which said covenants and restrictions are as follows:

1. That each and every lot in the tract shall be known, described as, sold and used for residential purposes only; all lots are designated as a one-family dwelling lot. That each and every lot in the tract shall be used for a private single-family residence only, and no building or structure other than a single-family dwelling or building, not to exceed two stories in height, and a private

garage for not more than three cars, shall be erected or constructed on said tract except for use in connection with the actual construction of the permanent residential building on any lot in said tract, but in no event shall said temporary structure remain on any lot in said tract for a period of time in excess of that period of time customarily required to construct such permanent single-family dwelling together with garage and customary outbuildings.

2. -r

That no building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structure in the subdivision, and as to location of the building with respect to topography and finish ground elevation by an Architectural Committee composed of Donald B. Ayres, Jr., Michael B. Jager, and Roger DeYoung, whose address is 6000 West Coast Highway, Newport Beach, California, or by a representative designated by a majority of the members of said committee; that in the event of the death or resignation of any member of said committee, the remaining members shall have the authority to approve or disapprove such design and location, or to designate a representative with like authority. That in the event said committee or its designated representative fails to approve or disapprove such design or location within thirty days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or buildings or making of such alterations have been commenced prior to the completion thereof, such approval shall not be required and this covenant shall be deemed to have been fully complied with. Neither the members of this committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. That the powers and duties of said committee, and of its designated representative shall cease on and after January 15, 2000. That 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 lots in this subdivision and duly recorded, appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by said committee.

3. That no building shall be located nearer than 10 feet to the front lot line, located on any lot nearer than 10 feet to any side street line, nor located nearer than 5 feet to any side lot line.
4. That no fence or wall shall be erected or permitted to remain between the street and the front setback line; nor shall any hedge therein be permitted to exceed the height of three (3) feet, and no fence or wall in excess of 6 feet in height shall be erected or maintained on any other portion of any residential building lot.
5. That no dwelling shall be erected or placed on any lot having an area of less than 6,000 square feet.
6. That no noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood.
7. That no trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
8. That no single dwelling shall be erected or placed or maintained on any lot in the tract having a ground floor area in the main structure, exclusive of one story open porches and garage, of less than 1,000 square feet.
9. Easements of record are reserved for utility installation and maintenance.
10. No derrick or other structure designed for use in boring, mining or quarrying for water, oil or natural gas or precious minerals, shall ever be erected, maintained or permitted upon any lot in said tract.

11. That no sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
12. That these covenants, with the exception of the covenants contained in paragraph 7, are to run with the land and shall be binding on all parties claiming under them until January 15, 2000, at which time said covenants shall automatically be extended for successive periods of ten years, unless by a vote of the majority of the then owners of the lots it is agreed to change the said covenants in whole or in part. The covenants contained in said paragraph 7 run with the land and shall be perpetual.
13. That if the parties hereto or any of them, or their heirs or assigns shall violate or attempt to violate any of the covenants herein it shall be lawful for any person or persons owning any real property situated in said tract to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate such covenants and either to prevent or enjoin him or them from doing so or to recover damages or other dues for such violation.
14. That if any provisions of these covenants or restrictions be declared invalid or unenforceable, all other provisions, covenants and restrictions shall remain in full force and effect.
15. Breach of any of said covenants and restrictions 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 lots or property, or any part thereof, but such provisions and restrictions shall be binding and effective against any owner of property whose title thereto is acquired by foreclosure, trustee's sale or otherwise.

16. That no boats, trailers, house trailers or trucks larger than one-half ton capacity shall be parked or stored in or upon the driveways of any lot in said tract, or upon the portion of any lot which is visible from said street and roadway. No automobile, motorcycle, trailer, boat, truck or similar vehicle shall be repaired or painted upon the portion of any lot in said tract which is visible from the streets or roadways of said tract.

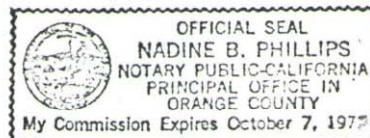
IN WITNESS WHEREOF, the undersigned owners, above referred to as Declarants, have caused this instrument to be executed this 18th day of August, 1969.

THE RANCH, a Partnership
NEWPORT SHORES BUILDERS, General Partner

By Donald B. Ayres, Jr., President

By Michael B. Jager, Secretary

STATE OF CALIFORNIA } ss.
COUNTY OF Orange
On this 18th day of August, 19 69, before me Nadine B. Phillips
a Notary Public in and for said State personally appeared Donald B. Ayres, Jr.
known to me to be the President, and Michael B. Jager
known to me to be the Secretary of NEWPORT SHORES BUILDERS
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 one of the partners of THE RANCH
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.
Signature Nadine B. Phillips
Nadine B. Phillips
Name (Typed or Printed)



(This area for official notarial seal)

TRACT NO. 7012
RESTRICTIONS RECORDED NOVEMBER 14, 1969
IN BOOK 9137, PAGE 261, O.R.

TRACT #7012 } PACESETTER HOMES
A RES HOMES

DECLARATION OF ESTABLISHMENT OF RESTRICTIONS
EASEMENTS, CONDITIONS, COVENANTS AND RESERVATIONS

KNOW ALL MEN BY THESE PRESENTS:

THAT PACESETTER-VALENCIA COMPANY, A LIMITED PARTNERSHIP, AND THE RANCH, A LIMITED PARTNERSHIP, BEING RECORD OWNERS OF THE HEREINAFTER DESCRIBED PROPERTY, DO HEREBY DECLARE THE ESTABLISHMENT OF THE FOLLOWING CONDITIONS, RESERVATIONS AND RESTRICTIONS, ON THE FOLLOWING DESCRIBED REAL PROPERTY LOCATED IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 1 - 52 INCLUSIVE OF TRACT NO. 7012, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 263 PAGES 43 & 44 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY,

AND SAID OWNERS DO HEREBY CERTIFY AND DECLARE THAT THE FOLLOWING RESTRICTIONS, EASEMENTS, CONDITIONS AND RESERVATIONS SHALL GOVERN THE LAND INCLUDED WITHIN SAID DESCRIPTION, AND SHALL OPERATE AS COVENANTS RUNNING WITH SAID LAND FOR THE BENEFIT OF EACH AND ALL OF THE OWNERS OF THE LOTS IN SAID LAND.

SAID RESTRICTIONS, EASEMENTS, CONDITIONS, COVENANTS AND RESERVATIONS SHALL INURE TO AND PASS WITH EACH AND EVERY PARCEL OF SAID PROPERTY AND SHALL APPLY TO AND BIND THE RESPECTIVE SUCCESSORS IN INTEREST OF THE PROPERTY OWNER OR OWNERS THEREOF, AND ARE, AND EACH THEREOF IS IMPOSED UPON SAID PROPERTY AS A SERVITUDE IN FAVOR OF EACH AND EVERY SUCH PARCEL OF LAND THEREIN AS A DOMINANT TENEMENT AS FOLLOWS:

1. LOTS 1 - 52 INCLUSIVE, IN SAID TRACT SHALL BE KNOWN AND DESCRIBED AS RESIDENTIAL LOTS; NO BUILDING, BUILDINGS, STRUCTURES OR IMPROVEMENTS SHALL BE ERRECTED, ALTERED, PLACED OR PERMITTED TO REMAIN ON ANY SUCH RESIDENTIAL LOTS OTHER THAN ARE DETACHED SINGLE-FAMILY DWELLINGS, AND A PRIVATE GARAGE FOR NO MORE THAN THREE CARS.
2. NO BUILDINGS, GARAGE OR OTHER STRUCTURE SHALL BE ERRECTED, ALTERED OR PLACED ON ANY LOTS OF SAID TRACT UNTIL THE BUILDING PLANS, SPECIFICATIONS, AND PLOT PLAN SHOWING THE LOCATION OF EACH BUILDING, GARAGE OR OTHER STRUCTURE HAS BEEN APPROVED IN WRITING AS TO CONFORMITY AND HARMONY OF EXTERNAL DESIGN WITH EXISTING STRUCTURES IN SAID TRACT AND AS TO LOCATION OF THE BUILDING, GARAGE OR OTHER STRUCTURE WITH RESPECT TO TOPOGRAPHY AND FINISHED GROUND ELEVATION BY A COMMITTEE COMPOSED OF JOHN W. KLUG, LONDON M. EXLEY AND CALLUM MACLEOD, 4540 CAMPUS DRIVE, NEWPORT BEACH, CALIFORNIA, AND/OR BY A REPRESENTATIVE DESIGNATED BY THE MEMBERS OF SAID COMMITTEE, THE REMAINING MEMBER OR MEMBERS SHALL HAVE FULL AUTHORITY TO APPROVE OR DISAPPROVE SUCH DESIGN AND LOCATION, OR TO DESIGNATE A REPRESENTATIVE WITH LIKE AUTHORITY. IN THE EVENT SAID COMMITTEE OR ITS DESIGNATED REPRESENTATIVE FAILS TO APPROVE OR DISAPPROVE SUCH DESIGN AND LOCATION WITHIN THIRTY (30) DAYS AFTER SAID PLANS, SPECIFICATIONS AND PLOT PLAN HAVE BEEN SUBMITTED TO IT OR IN ANY EVENT IF NO SUIT TO ENJOIN THE ERECTION OF SUCH BUILDING, GARAGE OR OTHER STRUCTURE, OR THE MAKING OF SUCH ALTERATIONS HAS BEEN COMMENCED PRIOR TO THE COMPLETION THEREOF, SUCH APPROVAL WILL NOT BE REQUIRED AND THIS COVENANT WILL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH. NEITHER THE MEMBERS OF SAID COMMITTEE, OR ITS DESIGNATED REPRESENTATIVES SHALL BE ENTITLED TO ANY COMPENSATION FOR SERVICES PERFORMED PURSUANT TO THIS COVENANT. THE POWERS OF AND DUTIES OF SUCH COMMITTEE AND OF ITS DESIGNATED REPRESENTATIVES SHALL CEASE ON AND AFTER THE YEAR 2001. THE COMMITTEE HEREIN BEFORE IN THE PARAGRAPH MENTIONED, SHALL BE KNOWN AND DESIGNATED AS THE ARCHITECTURAL COMMITTEE.
3. NO RESIDENTIAL STRUCTURE HAVING FLOOR AREA OF LESS THAN 1300 SQUARE FEET EXCLUSIVE OF OPEN PORCHES, PATIOS AND GARAGES, SHALL BE ERRECTED OR PLACED ON ANY RESIDENTIAL LOT IN SAID TRACT. NO GARAGE SHALL BE ERRECTED ON THE PREMISES UNTIL THE PLANS HAVE BEEN SUBMITTED TO AND APPROVED BY THE ARCHITECTURAL COMMITTEE.
4. NO BUILDING SHALL BE LOCATED ON ANY LOT NEARER TO THE SIDE STREET LINE THAN THE MINIMUM SETBACK LINES SHOWN ON THE RECORDED PLAN. IN ANY EVENT, NO BUILDING SHALL BE LOCATED ON ANY LOT NEARER THAN 10 FEET TO THE FRONT LOT LINE. ON INTERIOR LOT LINES, BUILDING MUST BE SITUATED SO THAT 10 FEET IS MAINTAINED BETWEEN BUILDINGS ON ADJACENT PROPERTY. NO DWELLING SHALL BE LOCATED ON ANY INTERIOR LOT NEARER THAN 10 FEET TO THE REAR LOT LINE. FOR THE PURPOSES OF THIS COVENANT, EAVES, STEPS AND OPEN PORCHES, SHALL NOT BE CONSIDERED AS A PART OF A BUILDING, PROVIDED, HOWEVER, THAT THIS SHALL NOT BE CONSTRUED TO PERMIT ANY PORTION OF A BUILDING ON A LOT TO ENCROACH UPON ANOTHER LOT.
5. NO DERRICK OR OTHER STRUCTURE DESIGNED FOR USE IN BORING, MINING, OR QUARRYING FOR WATER, OIL OR NATURAL GAS OR PRECIOUS MINERALS, SHALL BE ERRECTED, MAINTAINED OR PERMITTED UPON ANY LOT IN SAID TRACT.
6. NO DWELLING SHALL BE ERRECTED OR PLACED ON ANY LOT HAVING AN AREA OF LESS THAN 5,000 SQUARE FEET.
7. NO MERCANTILE, MANUFACTURING, MECHANICAL OR TRADE BUSINESS OR BUSINESS ESTABLISHMENT OF ANY NATURE SHALL BE MAINTAINED ON SAID LAND. NO HORSES, CATTLE, SWINE, SHEEP, GOATS, POULTRY, INCLUDING CHICKENS OR RABBITS, SHALL BE MAINTAINED OR KEPT ON SAID LAND.
8. NO FENCE OR WALL SHALL BE ERRECTED OR PERMITTED TO REMAIN BETWEEN THE STREET AND THE FRONT SETBACK LINE OF ANY OF SAID RESIDENTIAL LOTS OF SAID TRACT NOR SHALL ANY HEDGE EXCEEDING A HEIGHT OF 3 FEET BE PERMITTED TO REMAIN BETWEEN THE STREET AND THE FRONT SETBACK LINE OF ANY OF SAID LOTS, EXCEPT THAT SUCH A FENCE MAY BE PERMITTED IF APPROVED BY THE ARCHITECTURAL COMMITTEE AND ON THE TERMS AND CONDITIONS CONTAINED IN PARAGRAPH 2 HEREIN.
9. NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED ON UPON ANY OF THE LOTS COVERED HEREBY NOR SHALL ANYTHING BE DONE THEREON THAT MAY BE OR BECOME ANY ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NO LAUNDRY, CLOTHING, RAGS OR ANY SIMILAR MATERIAL SHALL BE HUNG OR DISPLAYED UPON THE EAVES, DOORS OR UPON THE PORTION OF ANY BUILDING WHICH FACES UPON OR IS VISIBLE FROM THE STREETS AND ROADWAYS IN SAID TRACT.
10. AFTER THE COMMENCEMENT OF ANY BUILDINGS, OUTBUILDINGS, PRIVATE GARAGE, STRUCTURE, FENCE OR WALL PERMITTED HEREBY TO BE CONSTRUCTED THE SAME SHALL BE PROSECUTED TO COMPLETION WITH REASONABLE DILIGENCE.

- continued -

TRACT NO. 7012
IN BOOK 9137, PAGE 261, O.R.

11. NO TRAILER, EASEMENTS, TENTS, SHACK, GARAGE OR BARN OR OTHER OUTBUILDING ERECTED ON ANY RESIDENTIAL LOT IN SAID TRACT SHALL AT ANY TIME BE USED AS A RESIDENCE TEMPORARILY OR PERMANENTLY, NOR SHALL ANY STRUCTURE OF A TEMPORARY CHARACTER BE USED AS A RESIDENCE ON ANY SAID LOTS.

12. EASEMENTS FOR INSTALLATION AND MAINTENANCE OF UTILITIES AND DRAINAGE FACILITIES ARE RESERVED AS SHOWN ON THE RECORDED PLAT.

13. THESE COVENANTS ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM FOR A PERIOD OF THIRTY-FIVE YEARS FROM THE DATE THESE COVENANTS ARE RECORDED, AFTER WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF 10 YEARS UNLESS AN INSTRUMENT SIGNED BY A MAJORITY OF THE THEN OWNERS OF THE LOTS HAS BEEN RECORDED, AGREEING TO CHANGE SAID COVENANTS IN WHOLE OR IN PART.

14. INVALIDATION OF ANY OF THE RESTRICTIONS, EASEMENTS, CONDITIONS, COVENANTS, AND RESERVATIONS BY A JUDGEMENT OR A COURT ORDER SHALL IN NO WAY AFFECT ANY OF THE OTHER RESTRICTIONS, EASEMENTS, CONDITIONS, COVENANTS, AND RESERVATIONS, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

15. A BREACH OF ANY OF THE RESTRICTIONS, EASEMENTS, CONDITIONS, COVENANTS, AND RESERVATIONS HEREIN CONTAINED SHALL NOT DEFEAT OR RENDER INVALID THE LIEN OF ANY MORTGAGE OR DEED OF TRUST MADE IN GOOD FAITH AND FOR VALUE AS TO THE LOT OR PORTION OF THE LOTS IN THE REAL PROPERTY COVERED HEREBY, BUT SAID RESTRICTIONS, EASEMENTS, CONDITIONS, COVENANTS, AND RESERVATIONS SHALL BE BINDING UPON AND EFFECTIVE AGAINST ANY OWNER THEREOF WHOSE TITLE THERETO IS ACQUIRED BY FORECLOSURE, TRUSTEE'S SALE OR OTHERWISE.

16. SHOULD ANY PARTY VIOLATE OR ATTEMPT TO VIOLATE ANY OF THE RESTRICTIONS, EASEMENTS, CONDITIONS, COVENANTS, OR RESERVATIONS HEREIN CONTAINED, IT SHALL BE LAWFUL FOR ANY OTHER PERSON OR PERSONS OR ANY OWNER OF ANY LOTS COVERED HEREBY OR ANY PART OR PORTION THEREOF, TO PROSECUTE A PROCEEDING AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS WHO HAVE VIOLATED OR ARE ATTEMPTING TO VIOLATE ANY OF THE RESTRICTIONS, EASEMENTS, CONDITIONS, COVENANTS, OR RESERVATIONS TO PREVENT OR ENJOIN THEM FROM SO DOING, TO CAUSE SAID VIOLATIONS TO BE REMEDIED OR TO RECOVER DAMAGES OR OTHER DUES. IN ANY SUCH PROCEEDING THE DECREE OR JUDGEMENT SHALL INCLUDE SUCH SUMS FOR ATTORNEYS FEES AS THE COURT MAY DEEM APPROPRIATE FOR COUNSEL OF THE PROPONENTS OF THESE RESTRICTIONS.

17. EACH GRANTEE OF A LOT IN SAID TRACT AGREES FOR HIMSELF, HIS HEIRS, ASSIGNS, OR SUCCESSORS IN INTEREST THAT HE WILL PERMIT FREE ACCESS BY OWNERS OF ADJACENT OR ADJOINING LOTS TO DRAINAGEWAYS LOCATED ON HIS REAR PROPERTY LINE, WHICH AFFECT SAID ADJACENT OR ADJOINING LOTS, WHEN SUCH ACCESS IS ESSENTIAL FOR THE MAINTENANCE OF THE DRAINAGE FACILITIES FOR THE PROTECTION AND USE OF PROPERTY OTHER THAN THE LOT ON WHICH THE DRAINAGEWAY IS LOCATED.

18. EACH GRANTEE OF A LOT IN SAID TRACT AGREES FOR HIMSELF AND HIS ASSIGNS THAT HE WILL NOT IN ANY WAY INTERFERE WITH THE ESTABLISHED DRAINAGE PATTERNS OVER HIS LOT FROM ADJOINING OR OTHER LOTS IN SAID TRACT, OR THAT HE WILL MAKE ADEQUATE PROVISIONS FOR PROPER DRAINAGE OVER HIS LOT. FOR THE PURPOSES HEREOF, "ESTABLISHED" DRAINAGE IS DEFINED AS THE DRAINAGE WHICH OCCURRED AT THE TIME THE OVERALL GRADING OF SAID TRACT WAS COMPLETED BY THE UNDERSIGNED GRANTOR.

19. NO BOATS, TRAILERS, HOUSE TRAILERS OR TRUCKS LARGER THAN ONE-HALF TON CAPACITY SHALL BE PARKED OR STORED UPON THE ROADWAYS AND STREETS OF SAID TRACT OR IN THE DRIVEWAYS OF ANY LOT IN SAID TRACT, OR UPON THE PORTION OF ANY LOT WHICH IS VISIBLE FROM SAID STREETS AND ROADWAYS. NO AUTOMOBILE, MOTORCYCLE, TRAILER, BOAT, TRUCK OR SIMILAR VEHICLE SHALL BE REPAIRED OR PAINTED UPON THE PORTION OF ANY LOT IN SAID TRACT WHICH IS VISIBLE FROM THE STREETS OR ROADWAYS OF SAID TRACT.

20. ALL BUILDINGS, OUTBUILDINGS, GARAGES AND OTHER STRUCTURES IN SAID TRACT SHALL BE COMPLETELY ENCLOSED UPON THE SIDE OF SAID BUILDINGS AND/OR STRUCTURES VISIBLE FROM THE STREETS AND ROADWAYS IN SAID TRACT. THE DOORS OF SAID BUILDINGS UPON THE SIDE OR SIDES VISIBLE FROM SAID STREETS OR ROADWAYS SHALL BE AND REMAIN CLOSED AT ALL TIMES.

PACESETTER-VALENCIA COMPANY
A LIMITED PARTNERSHIP

BY: J. W. KLUG DEVELOPMENT CO., INC.
A CORPORATION, GENERAL PARTNER

BY: JOHN W. KLUG
JOHN W. KLUG, PRESIDENT

BY: CALLUM MacLEOD
CALLUM MacLEOD, SECRETARY

THE RANCH
A LIMITED PARTNERSHIP

BY: NEWPORT SHORES BUILDERS
A CORPORATION, GENERAL PARTNER

BY: DONALD B. AYRES, JR.
DONALD B. AYRES, JR., PRESIDENT

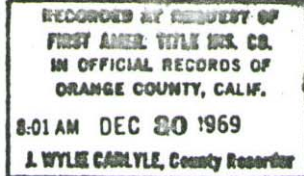
BY: MICHAEL B. JAGER
MICHAEL B. JAGER, SECRETARY

18669

When Recorded Mail to:

THE RANCH
6000 W. Coast Highway
Newport Beach, Calif.

\$5.20



DECLARATION OF GENERAL PLAN OF
COVENANTS AND RESTRICTIONS

WHEREAS, the undersigned, THE RANCH, a Partnership, is the owner of the certain real property more particularly described as follows:

Lots 1 through 57 inclusive of Tract 7020 in the County of Orange, State of California, per map recorded in Book 264, Pages 46 and 47 of Miscellaneous Maps in the office of the County Recorder of said county, State of California,

which real property is hereinafter referred to as the "Tract", and such owners hereinafter referred to as the "Declarants", desire to establish a general plan of covenants and restrictions affecting the use and occupancy of said tract and each lot or part thereof pursuant to a plan for subdividing and selling said tract or part thereof, for the mutual benefit of each and every lot of said tract or part thereof, and the owner and assigns thereof.

NOW, THEREFORE, the Declarants do hereby declare and establish the provisions, covenants and restrictions upon and subject to which each and all of the lots and portions of lots in the above described tract shall be improved, sold, conveyed, used and held by the declarants and their assigns, and each and all of which are declared to be for the mutual benefit of the lots or portions of lots in said tract and each owner thereof and his successors and assigns; and further that each and all of the covenants or restrictions hereby declared shall run with the land and shall inure to and pass with said tract and each and every lot or portion thereof, and shall apply to and bind the respective successors in interest thereto, and are, and each thereof is, imposed upon said tract and each lot or portion thereof, as a mutual servitude in favor of each and every parcel of land contained in said tract as the dominant tenement or tenements, which said covenants and restrictions are as follows:

1. That each and every lot in the tract shall be known, described as, sold and used for residential purposes only; all lots are designated as a one-family dwelling lot. That each and every lot in the tract shall be used for a private single-family residence only, and no building or structure other than a single-family dwelling or building, not to

exceed two stories in height, and a private garage for not more than three cars, shall be erected or constructed on said tract except for use in connection with the actual construction of the permanent residential building on any lot in said tract, but in no event shall said temporary structure remain on any lot in said tract for a period of time in excess of that period of time customarily required to construct such permanent single-family dwelling together with garage and customary outbuildings.

2. That no building, fence or other structure shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structure in the subdivision, and as to location of the building with respect to topography and finish ground elevation by an Architectural Committee composed of Donald B. Ayres, Jr., Michael B. Jager, and Roger DeYoung, whose address is 6000 West Coast Highway, Newport Beach, California, or by a representative designated by a majority of the members of said committee, the remaining members shall have the authority to approve or disapprove such design and location, or to designate a representative with like authority. That in the event said committee or its designated representative fails to approve or disapprove such design or location within thirty days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or buildings or making of such alterations have been commenced prior to the completion thereof, such approval shall not be required and this covenant shall be deemed to have been fully complied with. Neither the members of this committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. That the powers and duties of said committee, and of its designated representatives shall cease on and after January 15, 2000. That 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 lots in this subdivision and duly recorded, appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by said committee.

3. That no building shall be located nearer than 10 feet to the front lot line, located on any lot nearer than 10 feet to any side street line, nor located nearer than 5 feet to any side lot line.
4. That no fence or wall shall be erected or permitted to remain between the street and the front setback line; nor shall any hedge therein be permitted to exceed the height of three (3) feet, and no fence or wall in excess of 6 feet in height shall be erected or maintained on any other portion of any residential building lot.
5. That no dwelling shall be erected or placed on any lot having an area of less than 6,000 square feet.
6. That no noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood.
7. That no trailer, basement, tent, shack, garage, barn or other out-building erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
8. That no single dwelling shall be erected or placed or maintained on any lot in the tract having a ground floor area in the main structure, exclusive of one story open porches and garage, of less than 1,000 square feet.
9. Easements of record are reserved for utility installation and maintenance.
10. No derrick or other structure designed for use in boring, mining or quarrying for water, oil or natural gas or precious minerals, shall ever be erected, maintained or permitted upon any lot in said tract.

11. That no sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
12. That these covenants, with the exception of the covenants contained in paragraph 7, are to run with the land and shall be binding on all parties claiming under them until January 15, 2000, at which time said covenants shall automatically be extended for successive periods of ten years, unless by a vote of the majority of the then owners of the lots it is agreed to change the said covenants in whole or in part. The covenants contained in said paragraph 7 run with the land and shall be perpetual.
13. That if the parties hereto or any of them, or their heirs or assigns shall violate or attempt to violate any of the covenants herein it shall be lawful for any person or persons owning any real property situated in said tract to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate such covenants and either to prevent or enjoin him or them from doing so or to recover damages or other dues for such violation.
14. That if any provisions of these covenants or restrictions be declared invalid or unenforceable, all other provisions, covenants and restrictions shall remain in full force and effect.
15. Breach of any of said covenants and restrictions 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 lots or property, or any part thereof, but such provisions and restrictions shall be binding and effective against any owner of property whose title thereto is acquired by foreclosure, trustee's sale or otherwise.

16. That no boats, trailers, house trailers or trucks larger than one-half ton capacity shall be parked or stored in or upon the driveways of any lot in said tract, or upon the portion of any lot which is visible from said street and roadway. No automobile, motorcycle, trailer, boat, truck or similar vehicle shall be repaired or painted upon the portion of any lot in said tract which is visible from the streets or roadways of said tract.

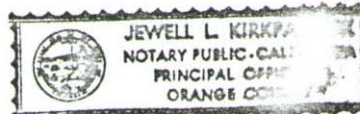
IN WITNESS WHEREOF, the undersigned owners, above referred to as Declarants, have caused this instrument to be executed this 26th day of December, 19 69.

THE RANCH, a Partnership
NEWPORT SHORES BUILDERS, General Partner

By [Signature]
Donald B. Ayres, Jr., President

By [Signature]
Michael B. Jager, Secretary

STATE OF CALIFORNIA
COUNTY OF ORANGE
On this 26 day of December, 19 69, before me Jewell L. Kirkpatrick
a Notary Public in and for said State personally appeared Donald B. Ayres, Jr.
known to me to be the President, and Michael B. Jager
known to me to be the Secretary of NEWPORT SHORES BUILDERS
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 one of the partners of THE RANCH,
the partnership that executed the within instrument, and acknow-
ledged to me that such corporation executed the same as such
partner and that such partnership executed the same.
WITNESS my hand and official seal.
Signature [Signature]
JEWELL L. KIRKPATRICK
My Commission Expires September 25, 1971
Name (Typed or Printed)



(This area for official notarial seal)

When recorded mail to

2327

BOOK 9511 PAGE 831

Pacesetter-Valencia
4540 Campus Drive
Newport Beach, Calif.

Attn: Landon Exley

RECORDED AT REQUEST OF
SECURITY TITLE INS. CO.
IN OFFICIAL RECORDS OF
ORANGE COUNTY, CALIF.

3:20 pm JAN 6 1971

J. WYLIE CARLYLE, County Recorder

\$4.40
C4

DECLARATION OF ESTABLISHMENT OF RESTRICTIONS
EASEMENTS, CONDITIONS, COVENANTS AND RESERVATIONS

KNOW ALL MEN BY THESE PRESENTS:

That PACESETTER-VALENCIA COMPANY, a limited partnership, being record owners of the hereinafter described property, do hereby declare the establishment of the following conditions, reservations and restrictions, on the following described real property located in the County of Orange, State of California, and more particularly described as follows:

LOTS 1 - 48 inclusive of Tract No. 7021, in the County of Orange, State of California, as per map recorded in Book 272 Pages 42 and 43 of Miscellaneous Maps, in the office of the County Recorder of said County,

and said owners do hereby certify and declare that the following restrictions, easements, conditions and reservations shall govern the land included within said description, and shall operate as covenants running with said land for the benefit of each and all of the owners of the lots in said land.

Said restrictions, easements, conditions, covenants and reservations shall inure to and pass with each and every parcel of said property and shall apply to and bind the respective successors in interest of the property owner or owners thereof, and are, and each thereof is imposed upon said property as a servitude in favor of each and every such parcel of land therein as a dominant tenement as follows:

1. Lots 1 - 48 inclusive, in said tract shall be known and described as residential lots; no building, buildings, structures or improvements shall be erected, altered, placed or permitted to remain on any such residential lot other than one single-family dwelling and an attached garage for no more than three cars.

2. No building, garage or other structure shall be erected, altered or placed on any lot of said tract until the building plans, specifications, and plot plan showing the location of each building, garage or other structure has been approved in writing as to conformity and harmony of external design with existing structures in said tract and as to location of the building, garage or other structure with respect to topography and finished ground elevation

by a committee composed of John W. Klug, Landon M. Exley and Elsie P. Wilson, 4540 Campus Drive, Newport Beach, California, or by a representative designated by the members of said committee. In the event said committee or its designated representative fails to approve or disapprove such design and location within thirty (30) days after said plans, specifications and plot plan have been submitted to it or in any event if no suit to enjoin the erection of such building, garage or other structure, or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of said committee, or its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. The powers of and duties of such committee and of its designated representatives shall cease on and after the year 2002. The committee hereinbefore mentioned shall be known and designated as the Architectural Committee.

3. No fence or wall shall be erected or permitted to remain between the street and the front setback line of any of said residential lot of said tract nor shall any hedge exceeding a height of 3 feet be permitted to remain between the street and the front setback line of any of said lots. However, such a fence or wall may be permitted if approved by the Architectural Committee and on the terms and conditions contained in Paragraph 2 herein.

4. After the commencement of any building, outbuilding, garage, structure, fence or wall permitted hereby to be constructed, the same shall be prosecuted to completion with reasonable diligence.

5. No residential structure having floor area of less than 1200 square feet exclusive of open porches, patios and garages, shall be erected or placed on any residential lot in said tract. No dwelling shall be erected or placed on any lot having an area of less than 5000 square feet.

6. No building shall be located on any lot nearer to the side street line than the minimum building setback lines shown on the recorded plan. In any event, no building shall be located on any lot nearer than 15 feet to the front lot line. No building shall be located nearer than 5 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 15 feet to the rear lot line. No building shall be located on any lot nearer than 10 feet to any property line contiguous to a side street.

7. No trailer, motor home, tent, shack, garage, barn or other outbuilding erected on any residential lot in said tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence on any said lot.

8. No boat, trailer, house trailer, motor home, bus or truck larger than one-half ton capacity shall be parked or stored upon the roadways and streets of said tract or in the driveways of any lot in said tract, or upon the portion of any lot which is visible from said streets and roadways. No automobile, motorcycle or truck shall be dismantled, repaired, painted or stored upon the portion of any lot in said tract which is visible from the streets and roadways of said tract.

9. All buildings, outbuildings, garages and other structures in said tract shall be completely enclosed upon the side of said buildings and/or structures visible from the streets and roadways in said tract. The doors of said buildings upon the side or sides visible from said streets or roadways shall be and remain closed at all times. All garage doors are to be kept closed at all times except when it is necessary to open them to permit reasonable ingress and egress.

10. No derrick or other structure designed for use in boring, mining or quarrying for water, oil or natural gas or precious minerals, shall be erected, maintained or permitted upon any lot in said tract.

11. No mercantile, manufacturing, mechanical or trade business or business establishment of any nature shall be maintained on said land. No horses, cattle, swine, sheep, goats, poultry, including chickens or rabbits, shall be maintained or kept on said land.

12. No noxious or offensive trade or activity shall be carried on upon any of the lots covered hereby nor shall anything be done thereon that may be or become any annoyance or nuisance to the neighborhood. Without limiting the generality of the foregoing, no laundry, clothing, rags or any similar material shall be hung or displayed upon the eaves, doors or upon the portion of any building which faces upon or is visible from the streets and roadways in said tract.

13. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

14. Each grantee of a lot in said tract agrees for himself, his heirs, assigns, or successors in interest that he will permit free access by owners of adjacent or adjoining lots to drainageways located on his rear property line, when such access is essential for the maintenance of the drainage facilities for the protection and use of property other than the lot on which the drainageway is located.

15. Each grantee of a lot in said tract agrees for himself and his assigns that he will not in any way interfere with the established drainage patterns over his lot from adjoining or other lots in said tract, or that he will make adequate provisions for proper drainage over his lot. For the purposes hereof, "established" drainage is defined as the drainage which occurred at the time the overall grading of said tract was completed by the undersigned grantor.

16. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

17. Invalidation of any of the restrictions, easements, conditions, covenants, and reservations by a judgment or a court order shall in no way affect any of the other restrictions, easements, conditions, covenants, and reservations, which shall remain in full force and effect.

18. A breach of any of the restrictions, easements, conditions, covenants, and reservations herein contained shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to any lot covered hereby, but said restrictions, easements, conditions, covenants, and reservations shall be binding upon and effective against any owner thereof whose title thereto is acquired by foreclosure, trustee's sale or otherwise.

19. Should any party violate or attempt to violate any of the restrictions, easements, conditions, covenants, or reservations herein contained, it shall be lawful for any other person or persons or any owner of any lot covered hereby to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of the restrictions, easements, conditions, covenants, or reservations to prevent or enjoin them from so doing, to cause said violations to be remedied or to recover damages. In any such proceeding the decree or judgment shall include such sums for attorneys fees as the court may deem appropriate for counsel for the proponents of these restrictions.

PACESETTER-VALENCIA COMPANY
By: J. W. Klug Development Co., Inc.

By: John W. Klug
John W. Klug, President

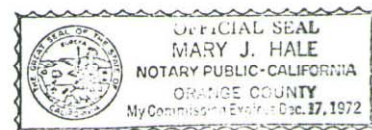
By: Elsiena P. Wilson
Elsiena P. Wilson, Secretary

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS.

On January 4, 1971, before me, the undersigned, a Notary Public in and for said County and State, personally appeared JOHN W. KLUG, known to me to be the President, and ELSIENA P. WILSON, known to me to be the Secretary of J. W. KLUG DEVELOPMENT CO., INC. 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 one of the partners of PACESETTER-VALENCIA COMPANY, 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.

Mary J. Hale

Name (Typed or Printed)
Notary Public in and for said County and State



825 North Broadway
Santa Ana, California
Attn: Bernice Cronan

SECURITY TITLE INS. CO.
IN OFFICIAL RECORDS OF
ORANGE COUNTY, CALIF.
8:00AM AUG 24 1971
J. WYLLIE CARLILE, County Recorder

\$4.40

DECLARATION OF ESTABLISHMENT OF RESTRICTIONS
EASEMENTS, CONDITIONS, COVENANTS AND RESERVATIONS

KNOW ALL MEN BY THESE PRESENTS:

That J. W. KLUG DEVELOPMENT CO., INC., being record owners of the hereinafter described property, do hereby declare the establishment of the following conditions, reservations and restrictions, on the following described real property located in the County of Orange, State of California, and more particularly described as follows:

LOTS 1 - 49 inclusive of Tract No. 7376, in the County of Orange, State of California, as per map recorded in Book 284, Pages 36 and 37 of Miscellaneous Maps, in the office of the County Recorder of said County,

and said owners do hereby certify and declare that the following restrictions, easements, conditions and reservations shall govern the land included within said description, and shall operate as covenants running with said land for the benefit of each and all of the owners of the lots in said land.

Said restrictions, easements, conditions, covenants and reservations shall inure to and pass with each and every parcel of said property and shall apply to and bind the respective successors in interest of the property owner or owners thereof, and are, and each thereof is imposed upon said property as a servitude in favor of each and every such parcel of land therein as a dominant tenement as follows:

1. Lots 1 - 49 inclusive, in said tract shall be known and described as residential lots; no building, buildings, structures or improvements shall be erected, altered, placed or permitted to remain on any such residential lot other than one single-family dwelling and an attached garage for no more than three cars.

2. No building, garage or other structure shall be erected, altered or placed on any lot of said tract until the building plans, specifications, and plot plan showing the location of each building, garage or other structure has been approved in writing as to conformity and harmony of external design with existing structures in said tract and as to location of the building, garage or other structure with respect to topography and finished ground elevation

by a committee composed of John W. Klug, Landon M. Exley and Elsie P. Wilson, 4540 Campus Drive, Newport Beach, California, or by a representative designated by the members of said committee. In the event said committee or its designated representative fails to approve or disapprove such design and location within thirty (30) days after said plans, specifications and plot plan have been submitted to it or in any event if no suit to enjoin the erection of such building, garage or other structure, or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of said committee, or its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. The powers of and duties of such committee and of its designated representatives shall cease on and after the year 2002. The committee hereinbefore mentioned shall be known and designated as the Architectural Committee.

3. No fence or wall shall be erected or permitted to remain between the street and the front setback line of any of said residential lot of said tract nor shall any hedge exceeding a height of 3 feet be permitted to remain between the street and the front setback line of any of said lots. However, such a fence or wall may be permitted if approved by the Architectural Committee and on the terms and conditions contained in Paragraph 2 herein.

4. After the commencement of any building, outbuildings, garage, structure, fence or wall permitted hereby to be constructed, the same shall be prosecuted to completion with reasonable diligence.

5. No residential structure having floor area of less than 1200 square feet exclusive of open porches, patios and garages, shall be erected or placed on any residential lot in said tract. No dwelling shall be erected or placed on any lot having an area of less than 5000 square feet.

6. No building shall be located on any lot nearer to the side street line than the minimum building setback lines shown on the recorded plan. In any event, no building shall be located on any lot nearer than 15 feet to the front lot line. No building shall be located nearer than 5 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 15 feet to the rear lot line. No building shall be located on any lot nearer than 10 feet to any property line contiguous to a side street.

7. No trailer, motor home, tent, shack, garage, barn or other outbuilding erected on any residential lot in said tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence on any said lot.

8. No boat, trailer, house trailer, motor home, bus or truck larger than one-half ton capacity shall be parked or stored upon the roadways and streets of said tract or in the driveways of any lot in said tract, or upon the portion of any lot which is visible from said streets and roadways. No automobile, motorcycle or truck shall be dismantled, repaired, painted or stored upon the portion of any lot in said tract which is visible from the streets and roadways of said tract.

9. All buildings, outbuildings, garages and other structures in said tract shall be completely enclosed upon the side of said buildings and/or structures visible from the streets and roadways in said tract. The doors of said buildings upon the side or sides visible from said streets or roadways shall be and remain closed at all times. All garage doors are to be kept closed at all times except when it is necessary to open them to permit reasonable ingress and egress.

10. No derrick or other structure designed for use in boring, mining or quarrying for water, oil or natural gas or precious minerals, shall be erected, maintained or permitted upon any lot in said tract.

11. No mercantile, manufacturing, mechanical or trade business or business establishment of any nature shall be maintained on said land. No horses, cattle, swine, sheep, goats, poultry, including chickens or rabbits, shall be maintained or kept on said land.

12. No noxious or offensive trade or activity shall be carried on upon any of the lots covered hereby nor shall anything be done thereon that may be or become any annoyance or nuisance to the neighborhood. Without limiting the generality of the foregoing, no laundry, clothing, rags or any similar material shall be hung or displayed upon the eaves, doors or upon the portion of any building which faces upon or is visible from the streets and roadways in said tract.

13. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

14. Each grantee of a lot in said tract agrees for himself, his heirs, assigns, or successors in interest that he will permit free access by owners of adjacent or adjoining lots to drainageways located on his rear property line, when such access is essential for the maintenance of the drainage facilities for the protection and use of property other than the lot on which the drainageway is located.

15. Each grantee of a lot in said tract agrees for himself and his assigns that he will not in any way interfere with the established drainage patterns over his lot from adjoining or other lots in said tract, or that he will make adequate provisions for proper drainage over his lot. For the purposes hereof, "established" drainage is defined as the drainage which occurred at the time the overall grading of said tract was completed by the undersigned grantor.

16. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

17. Invalidity of any of the restrictions, easements, conditions, covenants, and reservations by a judgment or a court order shall in no way affect any of the other restrictions, easements, conditions, covenants, and reservations, which shall remain in full force and effect.

18. A breach of any of the restrictions, easements, conditions, covenants, and reservations herein contained shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to any lot covered hereby, but said restrictions, easements, conditions, covenants, and reservations shall be binding upon and effective against any owner thereof whose title thereto is acquired by foreclosure, trustee's sale or otherwise.

19. Should any party violate or attempt to violate any of the restrictions, easements, conditions, covenants, or reservations herein contained, it shall be lawful for any other person or persons or any owner of any lot covered hereby to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of the restrictions, easements, conditions, covenants, or reservations to prevent or enjoin them from so doing, to cause said violations to be remedied or to recover damages. In any such proceeding the decree or judgment shall include such sums for attorneys fees as the court may deem appropriate for counsel for the proponents of these restrictions.

J. W. KLUG DEVELOPMENT CO., INC.

By: John W. Klug

John W. Klug, President

By: Elsiena P. Wilson

Elsiena P. Wilson, Secretary

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS.

On May 12, 1971 before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____

JOHN W. KLUG known to me to be the President and ELSIENA P. WILSON known to me to be Secretary of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

Mary J. Hale
Signature

Mary J. Hale
Name (Typed or Printed)

Notary Public in and for said County and State



When recorded mail to:

THE RANCH
6000 West Coast Highway
Newport Beach, California 92660

DECLARATION OF GENERAL PLAN OF
COVENANTS AND RESTRICTIONS

WHEREAS, the undersigned, THE RANCH, a Partnership, is the owner of that certain real property more particularly described as follows:

Lots 1 through 50 inclusive of Tract No. 7430, in the County of Orange, State of California, as per map recorded in book 281, pages 42 and 43 of Miscellaneous Maps, in the office of the County Recorder of said County, State of California,

which real property is hereinafter referred to as the "Tract" and such owners hereinafter referred to as the "Declarants" desire to establish a general plan of covenants and restrictions affecting the use and occupancy of said tract and each lot or part thereof pursuant to a plan for subdividing and selling said tract or part thereof, and the owner and assigns thereof.

NOW, THEREFORE, the Declarants do hereby declare and establish the provisions, covenants and restrictions upon and subject to which each and all of the lots and portions of lots in the above described tract shall be improved, sold, conveyed, used and held by the declarants and their assigns, and each and all of which are declared to be for the mutual benefit of the lots of lots in said tract and each owner thereof and his successors and assigns; and further that each and all of the covenants or restrictions hereby declared shall run with the land and shall inure to and pass with said tract and each and every lot or portion thereof, and shall apply to and bind the respective successors in interest thereto, and are, and each thereof, is imposed upon said tract and each lot or portion thereof, as a mutual servitude in favor of each and every parcel of land contained in said tract as the dominate tenement or tenements, which said covenants and restrictions are as follows:

1. That each and every lot in the tract shall be known, described as, sold and used for residential purposes only; all lots are designated as a one-family dwelling lot. That each and every lot in the tract shall be used for a private single-family residence only, and no building or structure other than a single-family dwelling or building, not to exceed two stories in height, and a private garage for not more than three cars, shall be erected or constructed on said tract except for use in connection with the actual construction of the permanent residential building on any lot in said tract for a period of time in excess of that period of time customarily required to construct such permanent single-family dwelling together with garage and customary outbuildings.
2. That no building, fence or other structure shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structure in the subdivision, and as to location of the building with respect to topography and finish ground elevation by an Architectural Committee composed of Donald B. Ayres, Jr., Michael B. Jager, and Roger DeYoung, whose address is 6000 West Coast Highway, Newport Beach, California, or by a representative designated by a majority of the members of said committee, the remaining member, shall have the authority to approve or disapprove such design and location, or to designate a representative with like authority. That in the event said committee or its designated representative fails to approve or disapprove such design or location within thirty days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or buildings or making of such alterations have been commenced prior to the completion thereof, such approval shall not be required and this covenant shall be deemed to have been fully complied with. Neither the members of

this committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. That the powers and duties of said committee, and of its designated representatives shall cease on and after January 15, 2000. That 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 lots in this subdivision and duly recorded, appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by said committee.

3. That no building shall be located nearer than 10 feet to the front lot line, located on any lot nearer than 10 feet to any side street line, nor located nearer than 5 feet to any side lot line. And that no dwelling shall be located on any interior lot nearer than 15 feet to the rear lot line.
4. That no fence or wall shall be erected or permitted to remain between the street and the front setback line; nor shall any hedge therein be permitted to exceed the height of three (3) feet, and no fence or wall in excess of 6 feet in height shall be erected or maintained on any other portion of any residential building lot.
5. That no dwelling shall be erected or placed on any lot having an area of less than 5,000 square feet.
6. That no noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood.
7. That no trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

8. That no single dwelling shall be erected or placed or maintained on any lot in the tract having a ground floor area in the main structure, exclusive of one story open porches and garage, of less than 1,000 square feet.
9. Easements of record are reserved for utility installation and maintenance.
10. No derrick or other structure designed for use in boring, mining or quarrying for water, oil or natural gas or precious minerals, shall ever be erected, maintained or permitted upon any lot in said Tract.
11. That no sign of any kind shall be displayed to the public view on any lot except on a professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
12. That these covenants, with the exception of the covenants contained in paragraph 7, are to run with the land and shall be binding on all parties claiming under them until January 15, 2000, at which time said covenants shall automatically be extended for successive periods of ten years, unless by a vote of the majority of the then owners of the lots it is agreed to change the said covenants in whole or in part. The covenants contained in said paragraph 7 run with the land and shall be perpetual.
13. That if the parties hereto or any of the, or their heirs or assigns shall violate or attempt to violate any of the covenants herein it shall be lawful for any person or persons owning any real property situated in said tract to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate such covenants and either to prevent or enjoin him or them from doing so or to recover damages or other dues for such violation.

14. That if any provisions of these covenants or restrictions be declared invalid or unenforceable, all other provisions, covenants and restrictions shall remain in full force and effect.
15. Breach of any of said covenants and restrictions 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 lots or property, or any part thereof, but such provisions and restrictions shall be binding and effective against any owner of property whose title thereto is acquired by foreclosure, trustee's sale or otherwise.
16. That no boats, trailers, house trailers or trucks larger than one-half ton capacity shall be parked or stored in or upon the driveways of any lot in said tract, or upon the portion of any lot which is visible from said street and roadway. No automobile, motorcycle, trailer, boat, truck or similar vehicle shall be repaired or painted upon the portion of any lot in said tract which is visible from the streets or roadways of said tract.

IN WITNESS WHEREOF, the undersigned owners, above referred to as Declarants, have caused this instrument to be executed this 2nd day of July 1971.

THE RANCH, a partnership

_____/s
Donald B. Ayres, Jr., Agent

REPRODUCED THROUGH COURTESY OF RON SCOBIE.

TODAY ... TUSTIN REALTY

TOMORROW ... RANCH REALTY

PRESLEY

"NEW CLIF. HOMES"

TRACT NO. 7641
RESTRICTIONS RECORDED MAY 25, 1972
IN BOOK 10141, PAGE 273, O. R.

PRESLEY DEVELOPMENT COMPANY,
A CALIFORNIA CORPORATION,

OWNER OF THAT CERTAIN REAL PROPERTY SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF ORANGE, DESCRIBED AS FOLLOWS:

LOTS 1 THROUGH 137, BOTH INCLUSIVE, OF TRACT NO. 7641 AS SHOWN ON MAP RECORDED IN BOOK 297 PAGES 1 TO 5, INCLUSIVE, OF MISCELLANEOUS MAPS, RECORDS OF COUNTY, CALIFORNIA,

HEREBY COVENANTS, AGREES AND DECLARES THAT ALL OF SAID LOTS AND PROPERTY ARE AND WILL BE HELD, SOLD AND CONVEYED SUBJECT TO THE FOLLOWING COVENANTS, CONDITIONS AND RESTRICTIONS, WHICH ARE HEREBY DECLARED TO BE FOR THE BENEFIT OF THE WHOLE TRACT AND ALL OF THE PROPERTY DESCRIBED HEREIN, AND THE OWNERS THEREOF, THEIR SUCCESSORS AND ASSIGNS. SAID RESTRICTIONS ESTABLISH AND IMPOSE A GENERAL PLAN FOR THE IMPROVEMENT AND DEVELOPMENT OF SAID TRACT AND ALL OF THE PROPERTY DESCRIBED HEREIN AND THE ADOPTION AND ESTABLISHMENT OF COVENANTS AND RESTRICTIONS UPON SAID LAND AND EACH AND EVERY LOT AND PORTION THEREOF AND UPON THE USE, OCCUPANCY AND ENJOYMENT THEREOF. EVERY CONVEYANCE OF ANY OF SAID LOT OR LOTS OR PROPERTY OR PORTION THEREOF IN SAID TRACT AND OF LAND SHALL BE AND IS SUBJECT TO THE SAID COVENANTS, CONDITIONS AND RESTRICTIONS AS FOLLOWS:

1. THE WORDS "TRACT" AND "SUBDIVISION" AS USED HEREIN SHALL INCLUDE ALL OF THE LAND DESCRIBED HEREIN.
2. LOTS 1 THROUGH 137 BOTH INCLUSIVE, IN THE TRACT SHALL BE KNOWN AND DESCRIBED AS SINGLE FAMILY ONLY RESIDENTIAL LOTS AND SHALL BE USED FOR NO OTHER PURPOSES.
3. NO BUILDING SHALL BE LOCATED NEARER THAN 20 FEET TO THE FRONT LOT LINE OR NEARER THAN 10 FEET TO THE SIDE STREET LINE. IN ANY EVENT, NO BUILDING SHALL BE LOCATED ON ANY RESIDENTIAL BUILDING PLOT NEARER THAN 20 FEET TO THE FRONT LOT LINE NOR 5 FEET OF ANY SIDE LOT LINE.
4. NO RESIDENTIAL STRUCTURE SHALL BE ERECTED OR PLACED ON ANY BUILDING PLOT, WHICH PLOT HAS A WIDTH OF LESS THAN 50 FEET AT THE FRONT BUILDING SETBACK LINE. NO BUILDING SHALL BE LOCATED NEARER THAN 15 FEET TO THE REAR LOT LINE.
5. NO NOXIOUS OR OFFENSIVE TRADE OF ACTIVITY SHALL BE CARRIED ON UPON ANY LOT NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE OR BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.
6. THAT NO BILLBOARD OR ADVERTISING SIGN SHALL BE PLACED OR MAINTAINED ON THE PREMISES EXCEPT FOR SALE OR FOR RENT SIGNS OF AVERAGE SIZE, WITHOUT FIRST HAVING BEEN APPROVED IN WRITING BY THE ARCHITECTURAL COMMITTEE ESTABLISHED IN PARAGRAPH II HEREOF, PROVIDED, HOWEVER, THAT NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE OWNER HEREOF, ITS SUCCESSORS OR ASSIGNS MAY PLACE OR ERECT, AND MAINTAIN CUSTOMARY AND NECESSARY SIGNS AND OFFICES FOR THEMSELVES, OR THEIR ACCREDITED AGENTS UPON ANY SUITABLE LOCATION UPON SAID PROPERTY AND SUCH SIGNS AND OFFICES MAY BE MOVED FROM TIME TO TIME TO OTHER SUITABLE LOCATIONS UPON SAID PROPERTY, ALL OF THE SAME TO BE REMOVED WHEN ALL THE SAID PROPERTY HAS BEEN SOLD.
7. NO TRAILER, BASEMENT, TENT, SHACK, GARAGE, BARN OR OTHER OUTBUILDING ERECTED IN THE TRACT SHALL AT ANY TIME BE USED AS A RESIDENCE TEMPORARILY OR PERMANENTLY, NOR SHALL ANY STRUCTURE OF A TEMPORARY CHARACTER BE USED AS A RESIDENCE. NO BOAT, TRAILER, OR TRUCK OF OVER ONE TON CAPACITY, SHALL BE PARKED OR STORED ON ANY LOT AT ANY TIME, WITHIN THE 20 FOOT SETBACK FROM THE FRONT LOT LINE.
8. NO DWELLING SHALL BE ERECTED ON ANY LOT IN THE TRACT UNLESS IT HAS AT LEAST 950 SQUARE FEET OF ACTUAL LIVING SPACE, EXCLUDING PORCHES AND STEPS.
9. NO FENCE OR HEDGE EXCEEDING 3 FEET IN HEIGHT SHALL BE ERECTED OR PERMITTED BETWEEN STREET AND FRONT OR SIDE SETBACK LINE. ANY FENCE OR WALL CONSTRUCTED, ALTERED OR EXTENDED IN HEIGHT IN THIS TRACT, WHICH IS LOCATED MORE THAN 20 FEET FROM THE FRONT SETBACK LINE, SHALL BE OF THE SAME MATERIAL AS THE EXISTING FENCE OR WALL.
10. THERE SHALL BE NO POULTRY, RABBITS, COWS, SHEEP, HOGS OR ANY OTHER STOCK OR ANIMALS RAISED IN SAID TRACT EXCEPT THAT THE OWNERS OF LOTS MAY HAVE ORDINARY HOUSEHOLD PETS. NO SUCH PETS SHALL BE RAISED OR KEPT FOR BUSINESS OR COMMERCIAL USE, BUT ONLY AS PETS IN THE ORDINARY AND USUAL MANNER.
11. NO BUILDING SHALL BE ERECTED, PLACED OR ALTERED ON ANY BUILDING PLOT UNTIL THE BUILDING PLANS, SPECIFICATIONS, AND PLOT PLANS SHOWING THE LOCATION OF SUCH BUILDING HAVE BEEN APPROVED IN WRITING AS TO CONFORMITY AND HARMONY OF EXTERNAL DESIGN WITH EXISTING STRUCTURES ON SAID LAND AS TO LOCATION OF THE BUILDING WITH RESPECT TO TOPOGRAPHY AND FINISHED GROUND ELEVATION, BY A COMMITTEE COMPOSED OF RANDALL E. PRESLEY, 4600 CAMPUS DRIVE, NEWPORT BEACH, CALIFORNIA 92660; MR. JAMES J. YEAGER, AND BARBARA A. INDIANO, BOTH OF 4600 CAMPUS DRIVE, NEWPORT BEACH, CALIFORNIA 92660 OR BY A REPRESENTATIVE DESIGNATED BY A MAJORITY OF THE MEMBERS OF SAID COMMITTEE; THE REMAINING MEMBER, OR MEMBERS, SHALL HAVE FULL AUTHORITY TO APPROVE OR DISAPPROVE SUCH DESIGN AND LOCATION OR TO DESIGNATE A REPRESENTATIVE WITH LIKE AUTHORITY. IN THE EVENT SAID COMMITTEE OR ITS DESIGNATED REPRESENTATIVE FAILS TO APPROVE OR DISAPPROVE SUCH DESIGN AND LOCATION WITHIN 30 DAYS AFTER PLANS AND SPECIFICATIONS HAVE BEEN SUBMITTED TO IT OR, IN ANY EVENT, THE MAKING OF SUCH ALTERATIONS HAS BEEN COMMENCED PRIOR TO THE COMPLETION THEREOF, SUCH APPROVAL WILL NOT BE REQUIRED AND THIS COVENANT SHALL BE DEEMED TO HAVE BEEN COMPLIED WITH. NEITHER THE MEMBERS OF SUCH COMMITTEE, NOR ITS DESIGNATED REPRESENTATIVE, SHALL BE ENTITLED TO ANY COMPENSATION FOR SERVICES PERFORMED PURSUANT TO THIS COVENANT. THE POWER AND DUTIES OF SUCH COMMITTEE, AND OF ITS DESIGNATED REPRESENTATIVE, SHALL CEASE ON AND AFTER FEBRUARY 21, 2007. THEREAFTER, THE APPROVAL DESCRIBED IN THIS COVENANT SHALL BE EXECUTED BY THE THEN

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RECORD OWNERS OF A MAJORITY OF THE LOTS AND DULY RECORDED APPOINTING A REPRESENTATIVE, OR REPRESENTATIVES, WHO SHALL THEREAFTER EXERCISE THE SAME POWERS PREVIOUSLY EXERCISED BY SAID COMMITTEE.

12. THAT EACH GRANTEE OF A LOT IN SAID TRACT AGREES FOR HIMSELF, HIS HEIRS, ASSIGNS, OR SUCCESSORS IN INTEREST THAT HE WILL PERMIT FREE ACCESS BY OWNERS OF ADJACENT OR ADJOINING LOTS TO SLOPES OR DRAINAGEWAYS LOCATED ON HIS PROPERTY WHICH AFFECT SAID ADJACENT OR ADJOINING LOTS, WHEN SUCH ACCESS IS ESSENTIAL FOR THE MAINTENANCE OF PERMANENT STABILIZATION ON SAID SLOPES OR MAINTENANCE OF DRAINAGE FACILITIES FOR THE PROTECTION AND USE OF PROPERTY OTHER THAN THE LOT ON WHICH THE SLOPE OR DRAINAGEWAY IS LOCATED.

13. THAT EACH GRANTEE OF A LOT IN SAID TRACT AGREES FOR HIMSELF AND HIS ASSIGNS THAT HE WILL NOT IN ANY WAY INTERFERE WITH THE ESTABLISHED DRAINAGE PATTERN OVER HIS LOT FROM ADJOINING OR OTHER LOTS IN SAID TRACT, OR THAT HE WILL MAKE ADEQUATE PROVISION FOR PROPER DRAINAGE IN THE EVENT IT IS NECESSARY TO CHANGE THE ESTABLISHED DRAINAGE OVER HIS LOT. FOR THE PURPOSE HEREOF, "ESTABLISHED" DRAINAGE IS DEFINED AS DRAINAGE WHICH OCCURRED AT THE TIME THE OVERALL GRADING OF SAID TRACT INCLUDING THE LANDSCAPING OF EACH LOT IN SAID TRACT, WAS COMPLETED BY THE UNDERSIGNED GRANTOR.

14. THE USE OF ANY PORTION OF THE SURFACE OF SAID LAND FOR DRILLING OPERATIONS, MINING OR QUARRYING OF ALL KINDS, INCLUDING BUT NOT LIMITED TO, OIL WELL DRILLING, OIL DEVELOPMENT, MINING OPERATIONS, TOGETHER WITH THE USE OF SAID SURFACE FOR OIL WELLS, TANKS, TUNNELS, MINING, EXCAVATION OR SHAFTS IS HEREBY AND SHALL BE PROHIBITED, PROVIDED, HOWEVER, THE FOREGOING SHALL NOT BE CONSTRUED TO PROHIBIT SLANT DRILLING OPERATIONS OR SUCH OTHER OPERATIONS WHICH IN NO WAY USE OR IN ANY WAY AFFECT THE SURFACE RIGHTS OF SAID LAND, AND WHICH DO NOT ENTER SAID LAND AT A POINT LESS THAN 500 FEET BELOW SAID SURFACE.

THESE COVENANTS ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM UNTIL FEBRUARY 21, 2007, OR 35 YEARS AFTER DATE OF RECORDING, AT WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF 10 YEARS UNLESS VOTED BY A MAJORITY OF THE THEN OWNERS OF THE LOTS IT IS AGREED TO CHANGE SAID COVENANTS IN WHOLE OR IN PART.

THE COUNTY OF ORANGE IS HEREBY MADE A PARTY TO THESE COVENANTS AND ALL ITS AGENTS, DEPARTMENTS, AND EMPLOYEES SHALL HAVE THE UNRESTRICTED RIGHT AND AUTHORITY TO ENFORCE THE PROVISION OF THESE PROTECTIVE COVENANTS AND ALSO TO REFUSE THE ISSUANCE OF ANY BUILDING, ELECTRICAL OR PLUMBING PERMIT WHICH MAY BE IN VIOLATION OF THESE COVENANTS.

IF THE PARTIES HERETO, OR ANY OF THEM OR THEIR HEIRS OR ASSIGNS, OR ANY PERSON OR PERSONS, FIRM OR CORPORATION DERIVING TITLE FROM OR THROUGH THEM, SHALL VIOLATE OR ATTEMPT TO VIOLATE ANY OF THE COVENANTS, CONDITIONS AND RESTRICTIONS HEREIN, IT SHALL BE LAWFUL FOR ANY PERSON OR PERSONS OWNING ANY REAL PROPERTY SITUATED IN SAID DEVELOPMENT OR SUBDIVISION TO PROSECUTE ANY PROCEEDINGS AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT AND EITHER TO PREVENT HIM OR THEM FROM DOING SO OR TO RECOVER DAMAGES OR OTHER DUES FOR SUCH VIOLATION.

INVALIDATION OF ANY ONE OF THESE COVENANTS BY JUDGMENT OR COURT ORDER SHALL IN NO WAY AFFECT ANY OF THE OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

A BREACH OF ANY OF THE COVENANTS, CONDITIONS OR RESTRICTIONS SHALL NOT DEFEAT OR RENDER INVALID THE LIEN OR ANY MORTGAGE OR DEED OF TRUST MADE IN GOOD FAITH AND FOR VALUE ON SAID LOTS OR PROPERTY OR ANY PORTION THEREOF, BUT SAID COVENANTS, CONDITIONS AND RESTRICTIONS SHALL BE BINDING UPON AND EFFECTIVE AGAINST ANY OWNER OF SAID LAND WHOSE TITLE IS ACQUIRED BY THE FORECLOSURE OF ANY LIEN OR MORTGAGE THEREON OR SALE UNDER ANY DEED OF TRUST GIVEN TO SECURE THE PAYMENT OF MONEY.

DATED THIS 24TH DAY OF MAY, 1972.

PRESLEY DEVELOPMENT COMPANY, A
CALIFORNIA CORPORATION

BY KENNETH D. STARK
KENNETH D. STARK, VICE PRESIDENT
BY WANDA J. WILBURN
WANDA J. WILBURN, ASST. SECY.