

Tract No. 8024  
Restrictions Recorded September 25, 1973  
In book 10916, Page 135, O.R.

DECLARATION OF  
CONVENANTS, CONDITIONS AND RESTRICTIONS  
Smoketree Stanton Homeowners Association

This declaration of Covenants, Conditions and Restrictions, made this 18th day of September, 1973, by Warmington Development Inc. (Hereinafter referred to as "declarant").

RECITALS:

Declarant is the owner of certain real property in the city of Stanton, county of Orange, state of California, known as lots 1 through 105, inclusive of tract no. 8024 (hereinafter referred to as the "properties"), as per map recorded in book 328, pages 5 through 10, inclusive, of miscellaneous maps in the office of the county recorder of Orange County. In order to establish a general plan for the improvement and development of the properties, declarant desires to subject the properties to certain conditions, covenants and restrictions, upon and subject to which all of the properties shall be held, improved and conveyed.

Now, therefore, declarant hereby declares that all of the properties described as said tract 8024 shall be held, sold and conveyed subject to the following easement, restrictions, covenants and conditions:

I  
DEFINITIONS

1. The term "properties" as used herein, shall mean and refer to that certain real property herein before described, and such additions thereto as may hereafter be brought within the jurisdiction of the association.
2. The term "lot" as used herein, shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the common area.
3. The term "common area" as used herein, shall mean and refer to all real property owned by the association for the common use and enjoyment of the owners. The common area to be owned by the association at the time of the conveyance of the first lot is described as follows: Lots 102, 103, 104 and 105 of tract no. 8024 as per map recorded in book 328, pages 5 through 10

, inclusive, of miscellaneous maps, in the office of the county recorder of Orange, California.

4. The term "covenants" as used herein, shall mean and refer collectively to the covenants, conditions, restrictions, reservations, easement, liens and charges imposed by or expressed in this declaration.

5. The term "owner" as used herein, shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

6. The term "association" as used herein, shall mean and refer to Smoketree Stanton Homeowners Association, a nonprofit corporation, its successors and assigns.

7. The term "board of directors" or "board" as used herein, shall mean and refer to the duly elected board of directors of the association.

8. The term the "declarant" as used herein, shall mean and refer to Warmington Development Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the declarant for the purpose of development.

## II

### NATURE AND PURPOSE OF COVENANTS

The covenants, conditions and restrictions set forth in this declaration constitute a general scheme for the development, protection and maintenance of the properties to enhance the value, desirability and attractiveness of the lots and common area for the benefit of all owners of lots therein. These covenants, restrictions and conditions are imposed upon declarant and upon the owners of all lots. Said covenants, conditions and restrictions are for the benefit of all lots, and shall bind the owners of all such lots. Such covenants, conditions and restrictions shall be a burden upon and a benefit to not only the original owner of each lot but also his successors and assigns. All such covenants, conditions and restrictions are intended as and are hereby declared to be covenants running with the land or equitable servitudes upon the land, as the case may be.

## III

### USE OF RESIDENTIAL LOTS AND COMMON AREA

1. Each lot within the properties, except for the common area, shall be improved, used and occupied only for private residential purposes.

2. Dogs, cats or usual and ordinary household pets may be kept in any dwelling unit upon a lot, as may be permitted by rules adopted by the board of directors. Except as herein above provided, no animals, livestock, birds or poultry shall be brought with the properties or kept on any lot thereof.

3. No part of the properties shall ever be used or caused to be used for any business, commercial, manufacturing, mercantile, storing, vending or such other non-residential purposes, except declarant, its successors or assigns, may use the properties for a model home site, and display and sales office during the construction and sales period.

4. Signs shall not be permitted other than those complying with local laws and regulations. No sign of any kind shall be displayed to the public view on or from any unit or the common areas without the prior written consent of the board, except that "FOR SALE" or "FOR RENT" signs in accordance with local regulations, or except signs used by declarant, its successors and assigns, to advertise the project during the construction and sales period.

5. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence, either temporarily or permanently. No trailer, camper, boat or similar equipment shall be permitted to remain upon any property within the properties, unless placed or maintained within an enclosed garage or carport.

6. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, or mineral excavations or shafts be permitted upon the surface of any lot or within five hundred (500) feet below the surface of the properties. No derrick or other structure designed for use in boring for water, oil or natural gas shall be erected, maintained or permitted upon any lot.

7. All rubbish, trash and garbage shall be regularly removed from the properties, and shall not be allowed to accumulate thereon. All clothes lines, refuse containers, woodpiles, storage areas and machinery and equipment shall be prohibited upon any lot, unless obscured from view of adjoining lots and streets, by a fence or appropriate screen.

8. In the event that pursuant to the design of the project on the properties, trash bins have not been provided or cannot be provided on a primary access drive in a circulating traffic pattern, all owners and the association will be required to place their private refuse containers at the approved trash locations on the properties on collection day as may, from the time to time, be established by the city of Stanton, and remove them after collection. Owners acknowledge and agree that the city of Anaheim cannot in the interests of traffic safety, collect refuse from dead end drives or residential areas which

require trash collection vehicles to back up to negotiate a turn, cul-de-sac or backout.

9. The use of common area parking facilities shall be in accordance with the rules and regulations adopted by the board of directors, and unless and except as such rules and regulations may specifically otherwise provide, common area parking facilities shall not be used for parking in excess of two (2) hours of any boat, camper or truck, nor for overnight parking of any vehicle (regardless of type) other than vehicles of temporary guests of residents it being the intent that the residents shall utilize the parking facilities within their respective lots and keep the common area parking area free for the use of guests. The common area parking facilities shall not be used for vehicle washing or repair.

10. The common area shall be maintained in an attractive and safe manner suitable to the full enjoyment of the open spaces and all improvements located thereon. The board of directors, as hereinafter provided, shall levy an assessment against all owners for maintenance, upkeep, taxes, insurance and other charges against the common area.

#### IV PROPERTY RIGHTS

1. Every owner shall have a right and easement of enjoyment in and to the common area and such easement shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(A) The right of the association to limit the number of guests of members;

(B) The right of the association, in accordance with its articles and by-laws, to borrow money for the purpose of improving the common area and in aid thereof to mortgage the common area.

(C) The right of the association to suspend the voting rights of any owner for any period during which an assessment against such owner's lot remains unpaid; and for a period not to exceed thirty (30) days after notice and hearing for any infraction of its published rules and regulations; and

(D) The right of the association to dedicate or transfer all or any part of the common area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by the secretary of the association certifying that such dedication, sale or transfer has been approved by two-thirds (2/3) of the voting power of both classes of members.

2. Any owner may delegate, in accordance with the by-laws, this right of enjoyment to the common area to the members of his family, his tenants, or contract purchasers who reside on his lot.

V

MEMBERSHIP AND VOTING RIGHTS

1. Every member of a lot which is subject to assessment shall be a member of the association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to an assessment.

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

Class A - Class A members shall be all owners with the exception of declarant and shall be entitled to one (1) vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be entitled to all rights and privileges of membership. The vote for such lot shall be exercised as its owners collectively determine, but in no event shall more than one vote be cast with respect to any lot.

Class B - The class B member shall be the declarant and shall be entitled to three (3) votes for each lot owned. The class B membership shall cast and be converted to class A membership on the happening of either of the following events, whichever occurs earlier:

(A) At such time as the total votes outstanding in the class A membership equal the total votes outstanding in the class B membership, or

(B) on January 1 , 1976.

VI

COVENANT FOR MAINTENANCE ASSESSMENTS

1. Declarant, for each lot owned within the properties, hereby covenants, and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the association:

(1) Annual assessments or charges, and (2) special assessments for capital improvements such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time the assessment fell

due. The personal obligation for delinquent assessments shall not pass to such person's successors in title unless expressly assumed by them.

2. The assessments levied by the association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the properties and for the improvement and maintenance of the common area, and of the homes situated upon the properties.

3. Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall be three hundred sixty dollars (\$360.) per lot.

(A) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership.

(B) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above ten percent (10%) by the vote or written assent of fifty-one percent (51%) of each class of members.

(C) The board of directors may fix the annual assessment at an amount not in excess of the maximum.

4. In addition to the annual assessments authorized above, the association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area, including fixtures and personal property related thereto, provided that and such assessment shall have the vote or written assent of fifty-one percent (51%) of each class of members.

5. Any action authorized under paragraph 3 or 4 shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. If the proposed action is favored by a majority of the votes cast at such meeting, but such vote is less than the requisite fifty-one percent (51%) of each class of members, members who were not present in person or by proxy may give their assent in writing, provided the same is obtained by the appropriate officers of the association not later than thirty (30) days from the date of such meeting.

6. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

7. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the common area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The board of directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the board of directors. The association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified lot have been paid.

8. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. The foreclosure of any lien provided for herein is to be in accordance with the provisions of sections 2924, 2924B and 2924C of the civil code of the state of California, applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner permitted or provided by law. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his lot.

9. The Lien of the assessments provided for herein shall be subordinate to the lien of any first deed of trust. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to trust deed foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

10. The following property subject to this declaration shall be exempt from the assessments provided for herein:

(A) All properties dedicated to and accepted by a local public authority.

(B) The common area, and

(C) All properties owned by a charitable or non-profit organization exempt from taxation by the laws of the state of California. Nothing contained in the foregoing shall exempt land or improvements devoted to dwelling use from said assessments.

## VII MANAGEMENT

1. All powers relating to management, operation and maintenance of the common area, as well as certain rights, duties and powers relating to the lots, as hereinafter set forth, shall be vested in the association.

2. The specific and primary purposes and powers of the association are to own, manage and maintain the common area, provide recreational activities for the members, foster and support community activities of the members, and the enforcement of the provisions set forth in this declaration of covenants, conditions and restrictions, and the association articles and by-laws.

3. The association shall have the right and power to employ or engage a manager and other employees or agents and contract for such services, labor and materials as it may deem reasonable necessary to operate and maintain the common area and the improvements thereon and to discharge its other duties as herein provided. Any manager, agent or employee selected prior to the first annual election shall be employed to manage or work only until the first annual election, after initial organization, at which time the continuance of the same or the selection of a new manager or agent shall be determined by the board of directors elected at the first annual election. All contracts of the association shall be limited in duration for a period of not more than one (1) year unless they contain reasonable cancellation provisions or have been approved by a vote of majority of each class of members of the association.

4. In addition to the duties and powers enumerated in its articles of incorporation and by-laws, or elsewhere provided for herein, and without limiting the generality thereof, the association shall:

(A) Maintain the common area and any improvements thereon (including furnishings and equipment related thereto) in a good, clean, attractive and sanitary order and repair.

(B) Maintain the roofs of dwellings and garages situated on the lots, including any necessary replacement or repair thereof.

(C) Repaint the exterior surfaces of dwellings, garages and fencing situated on the lots and common area, as such repainting is required in order to preserve the attractiveness of the properties. Such exterior maintenance shall not include glass surfaces.

(D) Keep and maintain adequate fire and public liability insurance on all improvements located within the common area.

(E) Have the authority to obtain, for the benefit of all of the common areas, water, gas and electric service and refuse collection.



(F) Maintain those portions of lots not occupied by a dwelling except for enclosed private patio areas.

(G) Pay the taxes and assessments which are or could become a lien on the common areas or some portion thereof.

5. The association shall adopt reasonable rules relating to the use of the common area and any improvements thereon. A copy of such rules and of all amendments thereto shall be mailed to each owner of a lot, and a copy shall be posted in one or more places on the common area where the same may be conveniently inspected.

6. The association may do any and all other acts and things that a nonprofit corporation is empowered to do, which may be necessary, convenient or desirable in the administration of its affairs for the specific and primary purposes and meet its duties as herein set forth.

7. The association, through its board of directors, shall have the authority to delegate its powers to committees, officers of the association or its employees.

#### VIII

#### TITLE TO COMMON AREA

The declarant hereby covenants for itself, its heirs and assigns, that it will convey fee simple title to the common area to the association, free and clear of all encumbrances and liens, except for the lien of this declaration, prior to the conveyance of the first lot in the tract.

#### IX

#### EASEMENTS

1. This declaration of covenants, conditions and restrictions shall be subject to all easements heretofore or hereafter granted by the declarant or its successors and assigns for the installation and maintenance of utilities and drainage facilities that are reasonable necessary to the development of the properties.

2. Easements over the properties for installation and maintenance of utilities and drainage facilities are reserved as shown on the tract map of the properties. Within these easements no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

3. Slope control areas within the properties have been established by declarant as a part of the original improvement of the properties. Within these slope

control areas no structure, planting, or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slope control areas of the common area and all improvements in them shall be maintained continuously by the association, except for those improvements for which a public authority or utility company is responsible. In addition, the association shall maintain those portions of slope control areas which are located outside of the boundaries of the properties but are contiguous to common area slope control areas. Such maintenance shall continue until such times as the property containing these exterior slope control areas has been developed.

4. Easements over lots that are required in order that it may carry out its duties and powers as set forth in articles VII hereof are reserved by declarant, its successors and assigns, together with the right to grant and transfer the same to the association.

5. The rights and duties of the owners of the lots within the properties with respect to sanitary sewer and water, electricity, gas and telephone and catv lines and drainage facilities shall be governed by the following:

(A) Wherever sanitary sewer house connections and/or water house connections or electricity, gas, or telephone and catv lines or drainage facilities are installed within the properties, which connections, lines or facilities, or any portion thereof, lie in or upon lots owned by other than the owner of a lot served by said connections, lines or facilities, the owner of each lot served by said connections shall have the right, and is hereby granted an easement to the full extent necessary therefor, to enter upon the lots or to have utility companies enter upon the lots within the properties in or upon which said connections, lines or facilities, or any portion thereof, lie, to repair, replace and generally maintain said connections as and when the same may be necessary as set forth below.

(B) Wherever sanitary sewer house connections and/or water house connections or electricity, gas or telephone and catv lines or drainage facilities are installed within the properties, which connections serve more than one lot, the owner of each lot served by said connections shall be entitled to the full use and enjoyment of such portions of said connections as service his lot.

6. Each lot and its owner within the properties is hereby declared to have an easement, and the same is hereby granted by declarant, over all adjoining lots and common area for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of the building, or any other cause. There shall be easements for the maintenance of

said encroachment, settling or shifting; provided, however, that in no event shall an easement for encroachment be created in favor of an owner or owners if said encroachment occurred due to willful misconduct of said owner or owners. In the event a structure on any lot is partially or totally destroyed, and then repaired or rebuilt, the owners of each lot agree that minor encroachments over adjoining lots shall be permitted and there shall be easements for the maintenance of said encroachments so long as they shall exist. In addition, each lot within the properties is hereby declared to have an easement for overhanging roofs and eaves as originally constructed over each adjoining lot and/or the common area and for the maintenance thereof. Each of the easements herein above referred to shall be deemed to be established upon the recordation of this declaration and shall be appurtenant to the lot being serviced and shall pass with each conveyance of said lot.

## X

### ARCHITECTURAL CONTROL

1. No building, fence, wall or other structure or additional landscaping (except all original construction by developer within the properties and landscaping within enclosed private patio areas) other than landscaping installed by declarant shall be erected, altered or repaired until the building plans, specifications and plot plans showing the location, elevation and grade lines of such building or other structure, or such other description of the proposed work as shall be furnished to and approved in writing by the board of directors, or by an architectural committee composed of three (3) or more representatives appointed by the board. One set of such plans, specifications and plot plans or other description shall be submitted to the board or its architectural committee. The board or its architectural committee, before giving such approval, may require that changes be made to comply with such requirements as the board or its architectural committee, in its absolute discretion, may impose as to the structural features of said building or other structure, the type of building material used, or other features or characteristics thereof not expressly covered by any of the provisions of this instrument, including the location of the building or other structure with respect to topography and finished ground elevation. The board or its architectural committee may also require that the exterior finish and color, and the architectural style or character of such building or other structure shall be such as in the discretion of the board shall be deemed to be suitable in view of the general architectural style and character of structures erected or to be erected in the community. The repainting of the exterior surface of any building or other structure on the properties shall be the prime responsibility of the association and such surfaces shall be not be repainted or refinished by the owner in a color or manner differing from the previous painting or finishing of such building or other structure until the board or its architectural committee shall have given it written approval of such repainting or refishing following the submission of an acceptable description of the work to be done. In the event the board or its

architectural committee shall fail to approve or disapprove any plans, specifications, plot plans or work description submitted to it within thirty (30) days after such submission, then such approval shall be deemed to have been waived. No member may construct, repair, remove, improve or otherwise affect any portion of the common area in any manner unless specifically authorized in writing by the board of directors.

2. Neither the association, the board of directors, the architectural committee, nor any member thereof shall be responsible for structural or other defects of any kind or nature in said plans or specifications, or in the structures and improvements erected in accordance therewith.

## XI BREACH

1. Breach of any of the covenants contained in this declaration and the continuation of any such breach may be enjoined, abated or remedied by appropriate legal proceedings by any owner, by the association or the successors in interest of the association.

2. The result of every act or omission whereby any of the covenants contained in this declaration are violated in whole or in part is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance either public or private shall be applicable against every such result and may be exercised by any owner, by the association or its successors in interest.

3. The remedies herein provided for breach of the covenants contained in this declaration shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

4. The failure of the association to enforce any of the covenants contained in this declaration shall not constitute a waiver of the right to enforce the same thereafter.

5. A breach of the covenants contained in this declaration shall not affect or impair the lien or charge of any bona fide mortgage or deed of trust made in good faith and for value on any lot or the improvements thereon, provided, however, that any subsequent owner of such property shall be bound by said covenants, whether such owner's title was acquired by foreclosure in a trustee's sale or otherwise.

## XII NOTICES

In each instance in which notice is to be given to the owner of a lot, the same shall be in writing and may be delivered personally, in which case personal delivery of such notice to one or two or more co-owners of a lot, or to any general partner of a partnership owning such a lot, shall be deemed delivery to all of the co-owners or to the partnership, as the case may be, and personal delivery of the notice to any officer or agent for the service of process of a corporation owning such lot shall be deemed delivery to the corporation or such notice may be delivered by United States mail, certified or registered, postage prepaid, return receipt requested, addressed to the owner of such lot at the most recent address furnished by such owner in writing for the purpose of giving notice, or if no such address shall have been furnished, then to the street address of such lot, and any notice so deposited in the mail within Orange county, California, shall be deemed delivered forty-eight (48) hours after such deposit. Any notice to be given to the association may be delivered personally to any member of the board, or delivered in such other manner as may be authorized by the association. Any notice to be given to the association shall be delivered by the United States mail, certified or registered, postage pre-paid, return receipt requested, and any notice so deposited in the mail within Orange county, California, shall be deemed delivered forty-eight (48) hours after such deposit.

### XIII COMMON WALLS

1. Each wall which is built as part of the original construction of the homes upon the properties and is placed on the lot so as to abut or adjoin a dwelling constructed on a contiguous lot, shall constitute a common wall, and to the extent not inconsistent with the provisions of this article, the general rules of law regarding common walls and of liability for property damage due to negligence or willful acts or omissions shall apply thereto. Each owner of a lot upon which there exists a common wall shall own to the center of such wall.
2. The owner of each lot upon which there is located a common wall shall have a reciprocal non-exclusive easement to each contiguous lot for the purpose of maintaining the common wall. The cost of reasonable repair and maintenance of a common wall shall be shared by the owners who make use of the wall in proportion to such use.
3. If a common wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

4. Notwithstanding any other provisions of this article, an owner who by his negligent or willful act causes the common wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

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

6. In the event of any dispute arising concerning a common wall, or under the provisions of this article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision of a majority of all the arbitrators shall be final and conclusive of the question involved.

#### XIV SEVERABILITY

Should any of the covenants contained in this declaration be void or be or become unenforceable in law or in equity, the remaining portions of this declaration shall, nevertheless, be and remain in full force and effect.

#### XV TERM, SCOPE, DURATION AND AMENDMENT

1. This declaration and the covenants herein contained shall be in effect until December 31, 2023 and shall be automatically extended for successive periods of ten (10) years unless within six (6) months prior to the expiration of the initial term or any ten (10) year renewal period a written agreement executed by the then record owners of more than three-fourths (3/4) of the lots shall be placed on record in the office of the county recorder of the county of Orange by the terms of which agreement the effectiveness of this declaration is terminated or the covenants herein contained are extinguished in whole or in part as to all or any part of the property then subject thereto.

2. This declaration may be amended only by the affirmative vote of not less than seventy-five percent (75%) of the lot owners. Any amendment must be recorded.

#### XVI DESTRUCTION

In the event of the common area subject to this declaration is totally or substantially damaged or destroyed, the repair, reconstruction, or disposition of the common area shall be as provided by an agreement approved by owners representing more than fifty percent (50%) of the voting power of the owners.

The use and disposition of insurance proceeds payable to the association in the event of such destruction or damage shall be as determined by a majority of the voting power of the owners.

XVII  
CITY'S EASEMENT

Declarant hereby grants to the city of Stanton as adjoining land owner, easements over the common area for the following purposes: installation and maintenance of public utility lines and facilities, and access for emergency and other vehicles associated with the various governmental services which will be furnished to the properties by the city of Stanton.

XVIII  
CONFLICTS

In case of any conflict between this declaration and the articles of incorporation or by-laws of the association, this declaration shall control.

XIX  
CAPTIONS

The titles or headings of the articles or paragraphs of this declaration are not a part hereof and shall have no effect upon the construction or interpretation of any part thereof.

In witness whereof, the undersigned, being the declarant herein, has hereto set its hand and seal this 18th day of September, 1973.

Warmington Development Inc.,  
A California Corporation

By E. G. Warmington  
Its Pres.

By J. P. Warmington  
Its Sec.

"Declarant"

MORTGAGEE'S APPROVAL

United California Bank, A California corporation, being the beneficiary in a deed of trust with assignment of rents, recorded May 1, 1973, as instrument no. 447, in book 10672, pages 446 to 451 inclusive of official records of Orange county, California, in which trust deed Warmington Development, Inc., A California corporation, is named as trustor, does hereby approve the foregoing

declaration of covenants, conditions and restrictions, and does hereby subject the lien of such deed of trust to the provisions of said declaration, except as otherwise provided therein, in the same manner as if the recording of said declaration had occurred prior to recording of said deed of trust.

Dated: September 20, 1973

United California Bank, A  
California Corporation

As beneficiary -

By: G. Eric Gossett  
G. Eric Gossett, Vice President

As trustee -

By: T. P. Wallace  
T. P. Wallace, Asst. Vice President

NOT THE OFFICIAL DOCUMENT.  
FOR INFORMATION ONLY.