



ROSSMOOR
WALNUT CREEK

**Third Walnut Creek Mutual
Covenants, Conditions and Restrictions
Project 41**

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

Recording Requested By &
When Recorded Return To:



CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 2001-0308323-00

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

Check Number
Friday, OCT 12, 2001 09:23:13
MIC \$1.00 MOD \$4.00 REC \$8.00
TCF \$3.00
Ttl Pd \$16.00 Nbr-0000564242
lrc/RS/1-4

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

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

ANGIUS & TERRY LLP
1333 N. Calif. Blvd., Ste. 435
P. O. Box 8077
Walnut Creek, CA 94596
(925) 939-9933

CC&Rs

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

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

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

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

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

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

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

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

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

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

CERTIFICATION

We, the undersigned, hereby certify, under penalty of perjury pursuant to the laws of the State of California, that this Amendment to "Agreement Establishing Covenants, Conditions and Restrictions" for Third Walnut Creek Mutual's Project Forty-One" (the Agreement was recorded on August 21, 1975), was adopted in accordance with Civil Code Section 1352.5 and Government Code Sections 12955 and 12956.1, and duly approved and adopted by the Board of Directors for Third Walnut Creek Mutual and Golden Rain Foundation.

THIRD WALNUT CREEK MUTUAL
By: Anthony E. LeCera
(Signature)

Anthony E. LeCera
(Print Name)

President or Secretary of the Mutual
(Title)

Date: January 12, 2001.

GOLDEN RAIN FOUNDATION
By: Joanna MacClelland
(Signature)

JOANNA MACCLELLAND
(Print Name)

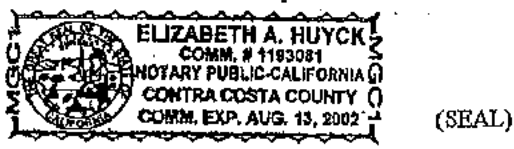
President or Secretary of Golden Rain Foundation
(Title)

Date: July 30, 2001.

STATE OF CALIFORNIA)
COUNTY OF Contra Costa) ss.

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

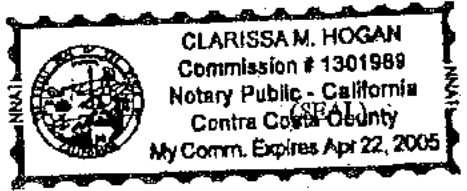
WITNESS my hand and official seal.
Elizabeth A. Huyck
Notary's Signature



STATE OF CALIFORNIA)
COUNTY OF Contra Costa) ss.

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

WITNESS my hand and official seal.
Clarissa M. Hogan
Notary's Signature



Recording Requested By &
When Recorded Return To:

08/13/2001, 20010238452

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

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

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

ANGIUS & TERRY LLP
1333 N. Calif. Blvd., Ste. 435
P. O. Box 8077
Walnut Creek, CA 94596
(925) 939-9933

CC&Rs

CERTIFICATION

We, the undersigned, hereby certify, under penalty of perjury pursuant to the laws of the State of California, that this "Third Amendment to the Declaration of Covenants, Conditions and Restrictions" (the Declaration was recorded on August 21, 1975) has been adopted to remove discriminatory language in accordance with Civil Code Section 1352.5 and Government Code Sections 12955 and 12956.1, and has been duly approved and adopted by the Mutual's Board of Directors.

THIRD WALNUT CREEK MUTUAL
[SUCCESSOR TO WALNUT CREEK MUTUAL NO. FORTY-ONE]

THIRD WALNUT CREEK MUTUAL
[SUCCESSOR TO WALNUT CREEK MUTUAL NO. FORTY-ONE]

By: Anthony E. LeCarra
(Signature)

By: Robert Duncan Carter
(Signature)

ANTHONY E. LECARRA
(Print Name)

Robert Duncan Carter
(Print Name)

President of the Association
(Title)

Secretary of the Association
(Title)

Date: January 12, 2000

Date: January 11, 2000

STATE OF CALIFORNIA)
COUNTY OF Contra Costa) ss.

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

WITNESS my hand and official seal.

Elizabeth A. Huyck
Notary's Signature



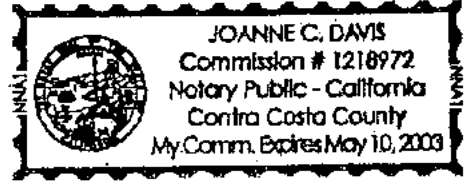
(SEAL)

STATE OF CALIFORNIA)
COUNTY OF Contra Costa) ss.

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

WITNESS my hand and official seal.

Joanne C. Davis
Notary's Signature



(SEAL)

PROJECT FORTY-ONE

THIRD WALNUT CREEK MUTUAL

**DECLARATION OF
COVENANTS, CONDITIONS & RESTRICTIONS**

The Declaration of Covenants, Conditions and Restrictions were recorded on August 21, 1975 in Book No. 7598 of Official Records of Contra Costa County, Page No. 288.

**AGREEMENT ESTABLISHING
COVENANTS, CONDITIONS & RESTRICTIONS**

The Agreement Establishing Covenants, Conditions and Restrictions were recorded on August 21, 1975 in Book No. 7598 of Official Records of Contra Costa County, Page No. 273.

portions of the Exhibit B land to these restrictions by the recordation of a supplement to these restrictions.

ARTICLE I

Definitions

Unless the context otherwise requires:

1. "Approval" of the Foundation or the Architectural Control Committee means prior written approval.
2. "Architectural Control Committee" means the Committee appointed pursuant to Article VIII.
3. "Board" means the Board of Directors of the Mutual.
4. "Building" means any structure in the Common Area which contains one or more Units.
5. "By-Laws" means the by-laws of Walnut Creek Mutual No. Forty-One.
6. "Common Area" means all of that portion of the Project not within a Unit shown on the Plan of the Project, together with all improvements thereto.
7. "Condominium" means the property in the Project conveyed by a deed to the grantee thereof. "Proposed Condominium" means the property in any Project which is intended to be conveyed by a Deed as a Condominium as shown on the Plan of the Project but which has not been so conveyed by Declarants.
8. "Declarant" means Terra California, a California corporation, or its successors in interest.
9. "Foundation" means the Golden Rain Foundation of Walnut Creek, a California non-profit corporation.

Property subject to its provisions.

16. "Project" means the real property described in Exhibit A and the 72 condominium living units together with their accompanying common area in the first increment of the Development to which these covenants, conditions and restrictions apply.

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

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

19. Unit means a "unit" as defined in Section 1350 (2) of the Civil Code, i.e., that portion of any Condominium or Proposed Condominium which is not owned in common with other Owners, and which is designated as a Unit in the Plan. The boundaries of a Unit are designated in Section 1353 of the Civil Code, provided that all doors and windows of a Unit and all fixtures and utility installations located within a Unit including without limitation hot water heaters, space heaters and kitchen, bathroom and lighting fixtures, and all air conditioning equipment serving a Unit, but outside of such Unit, shall be a part of each Unit, provided further that soffits and furred down ceilings shall not be a part of such Unit. However, if at the time any Condominium in the Project is conveyed, one or more buildings in which Units shown on the Plan are to be located have not yet been built, each such Unit shall be deemed to have the boundaries shown on the Plan. Whenever, within (20) years after conveyance of the first Condominium in the Project, a building is built substantially in conformity with the original plans therefore as reflected by the Unit boundaries shown on the Plan for such Projects, the boundaries of all Units within such building shall thereafter be as described in the second sentence of this paragraph and the boundaries of the Common Areas shall be altered correspondingly.

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

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

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

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

8. There shall be no structural alteration, construction or removal of any building, fence or other structure in the Project (other than repairs or rebuilding pursuant to Article X hereof)

of the Mutual. No restrictions on use shall be based on race, religion, or place of national origin.

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

ARTICLE 111

Management

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

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

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

have full power to receive and to receipt for their interests in such proceeds and to deal therewith.

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

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

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

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

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

(h) Legal and accounting services necessary or proper in connection with the operations of the Mutual or enforcement of these Restrictions.

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

shall be made with as little inconvenience to the Owner as practicable, and any damage caused thereby shall be repaired by the Mutual.

5. The Mutual shall provide for an annual independent audit of the accounts of the Mutual and for delivery of a copy of such audit to each Owner within thirty (30) days after completion thereof.

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

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

garages or carports are reserved and shall be used for parking of non-commercial vehicles. Owners or occupants shall have the exclusive use of those certain garages and carports in accordance with the provisions of Exhibit C, subject to the right of the Mutual to enter for purposes of maintenance and repair.

ARTICLE VII

Carrying Charges - Assessments - Liens

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

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

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

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

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

(e) The cost of furnishing water, gas, electricity,

charge at a rate of ten percent (10%) per annum simple interest or such lower rate as the Mutual may designate from time to time, and costs, including reasonable attorneys' fees and costs of recordation, shall be a debt of such Owner enforceable by suit, and shall become a lien upon such Condominium under Section 1356 of the Civil Code upon recordation of a notice of assessment setting forth the matters required by said section, which shall be notice of such lien. Such lien may be enforced as provided in Section 1356 of the Civil Code and as otherwise provided by law. A certificate executed and acknowledged by the Mutual, stating the indebtedness owing from any Owner to the Mutual, shall be conclusive upon the Mutual and the Owners as to the amount of such indebtedness as of the date of the certificate, in favor of all persons who rely thereon in good faith; and such certificate shall be furnished to any Owner upon request at a reasonable fee, not to exceed Fifteen Dollars (\$15.00).

ARTICLE VIII

Architectural Control Committee

1. Architectural Control:

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

Recorder of the County of Contra Costa, State of California, shall also constitute the committee of three members referred to herein. In the event any member is unable or unwilling to serve on said committee, the remaining member or members shall have full authority to approve or disapprove such proposed alteration, modification, addition, deletion, or other proposed form of change and location until such time as a successor to the disabled or unwilling member is appointed. In the event the committee or the representative appointed by the committee fails to approve or disapprove such proposed alteration, modification, addition, deletion, or other proposed form of change and location within thirty (30) days after said complete plans and specifications have been submitted to it, such approval will not be required and this covenant will be deemed to have been fully complied with. Such complete plans and specifications shall be personally delivered to any member of the committee or mailed to the committee via certified mail, return receipt requested, postage prepaid, at P. O. Box 2220, Dollar Ranch Substation, Walnut Creek, California. The plans and specifications shall be deemed submitted to the committee upon the date of personal delivery to a member of the committee of such plans and specifications or one (1) day after such deposit in the mail. The committee shall have the right of changing its mailing address with the County Recorder of Contra Costa County, California, and mailing a copy thereof to the Mutual, care of Golden Rain Foundation of Walnut Creek, P. O. Box 2070, Walnut Creek, California. Such instrument shall refer to the book and page number designated by said County Recorder for this declaration. Neither the members of such committee nor its designated representative shall be entitled to any compensation for the services performed pursuant to this covenant. The powers and duties of such committee, and of its designated representatives, shall cease on and

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

ARTICLE X

Damage or Destruction

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

1. If there is no damage to any Unit and the insurance proceeds are sufficient to effect total restoration, then the Mutual shall cause such Common Area to be repaired and reconstructed substantially as it previously existed.

2. If there is no damage to any Unit and the insurance proceeds are within Five Thousand Dollars (\$5,000.00) of being sufficient to effect total restoration, then the Mutual shall cause such Common Area to be repaired and reconstructed substantially as it previously existed, and the difference between the insurance proceeds and actual cost shall be levied as an assessment equally against each of the Units.

than replacing these improvements in substantially the same manner as they existed prior to being damaged or (c) to not rebuild and to distribute the available insurance proceeds to the Owners and mortgagees of the damaged Units as their interests may appear in such a way as to give consideration to the relative degree of damage sustained by each Unit and the relative original value of each (e.g., if two buildings are damaged by fire, one 50% destroyed and the other 100% destroyed; and 50% damaged building had an original value of \$150,000 and the one 100% destroyed had an original value of \$175,000; and the total proceeds are \$125,000; then the amount of proceeds applicable to the 50% destroyed building would be \$37,500, and the amount applicable to the 100% destroyed building would be \$87,500).

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

8. If reconstruction or restoration has not actually commenced within one year from the date of any damage to which subsection 6 of this Article is applicable, then (a) the covenant against partition provided in Article V shall terminate and be of no further force or effect; (b) the conditions for partition pursuant to subsection (4) of Section 752(b) of the Code of Civil Procedure shall be deemed to have been met, and (c) a majority of the Board, as soon as reasonably possible and as agent for all Owners pursuant to subsection (b) (9) of Section 1355 of the Civil Code and after recording the certificate required thereby, shall sell the entire Development, in its then condition, free from the effect of these Restrictions, which shall terminate upon such sale, on terms satisfactory to it. The net

ARTICLE XIII

Arbitration

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

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

ARTICLE XIV

Notices

Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by registered or certified mail, it shall be deemed to have been delivered one (1) day after a copy of same has been deposited in the United States mail, postage prepaid,

Exhibit A is concerned, those certain deed restrictions recorded at page 87 , of book 5627 of the Official Records of the Recorder of Contra Costa County.

ARTICLE XVI

Attorney Fees

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

ARTICLE XVI

INTERPRETATION

The provisions of these Restrictions shall be liberally construed to effectuate their purpose of creating a uniform plan for the development and operation of Condominium Projects. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof. In case any one of the provisions contained in these Restrictions shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any of the remaining provisions hereof, but these Restrictions shall be construed as if such invalid, illegal or unenforceable provisions had never been included. Whenever the context so requires, the singular number includes the plural and the converse; and the masculine gender includes the female and/or neuter.

EXHIBIT "A"

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA,
COUNTY OF CONTRA COSTA, CITY OF WALNUT CREEK, DESCRIBED AS FOLLOWS:

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

EXCEPTING THEREFROM:

ALL THOSE AREAS DESIGNATED AS SAKLAN INDIAN DRIVE AND TERRA
CALIFORNIA DRIVE, AS SHOWN ON SAID MAP OF SUBDIVISION 4706.

GENERAL NOTES:

THE COMMON AREA IS ALL OF SUBDIVISION 4706 EXCEPT THE 72 UNITS LOCATED WITHIN THE 16 BUILDINGS AS SHOWN AND DEFINED HEREIN.

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

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

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

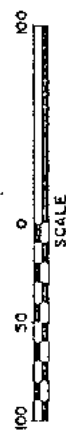
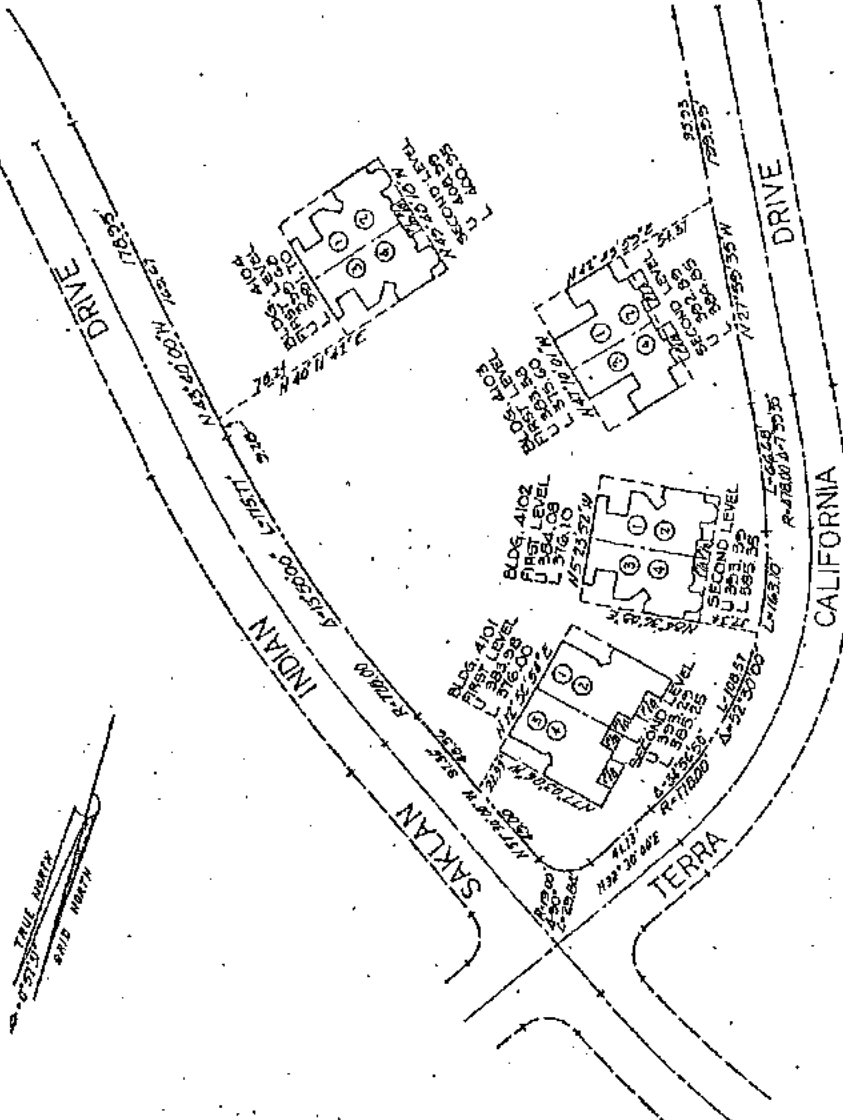
THE BOUNDARIES OF EACH UNIT ARE INTERIOR SURFACES OF PERIMETER WALLS, FLOORS, CEILINGS, AND WINDOWS. THE UNIT INCLUDES THE SURFACES SO DESCRIBED. THE PORTIONS OF THE BUILDINGS LYING WITHIN SAID BOUNDARIES AND THE SPACE SO ENCOMPASSED, EXCEPT THE FOLLOWING: BEARING WALLS, FLOORS, BALCONY RAILS, FOUNDATION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

THE INTERIOR DIMENSIONS OF EACH OF THE 72 UNITS ARE SHOWN HEREON ON THE DETAILED DRAWING OF THE 15 BUILDINGS.

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

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

BEACH PARK: 51/2 NO. 1018, ELEVATION 37.50, IN MEDIAN STRIP, STATION 41+00 ROSSBORO PARKWAY, CHISELED CROSS AT THE NW CORNER LIGHT STANDARD BASE.



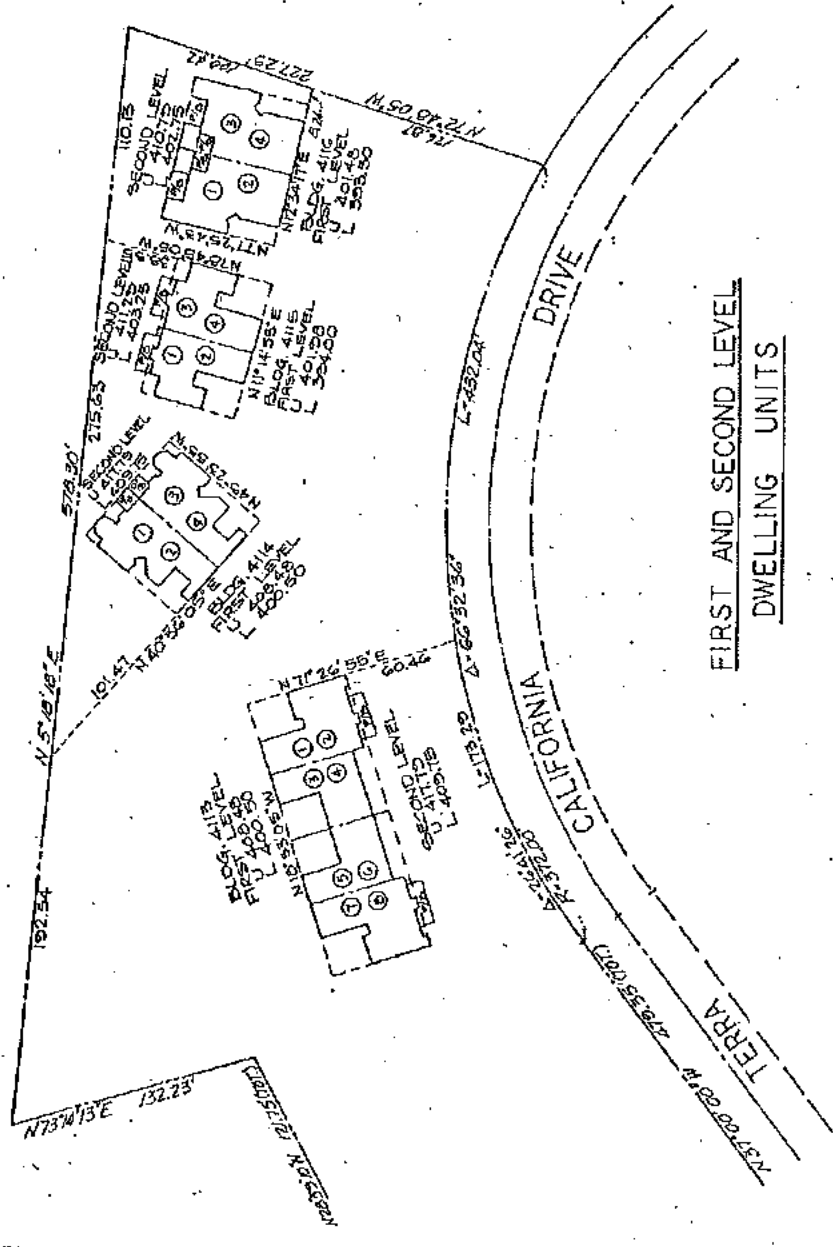
CONDOMINIUM PLANS
 MUTUAL 41
 SUBDIVISION 4706
 CITY OF WALNUT CREEK
 CONTRA COSTA COUNTY, CALIFORNIA
 BRYAN B. MURPHY ASSOCIATES INC. CIVIL ENGINEERS
 WALNUT CREEK, CALIFORNIA
 AUGUST 1975 SHEET 1 OF 11 SHEETS

FIRST AND SECOND LEVEL DWELLING UNITS

- LEGEND:**
- ② INDICATES UNIT NUMBER
 - U INDICATES UPPER ELEVATION
 - L INDICATES LOWER ELEVATION
 - P INDICATES PATIO AREA FOR LOWER UNITS
 - B INDICATES BALCONY AREA FOR UPPER UNITS

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

TRUS
-0.5753'
94.0



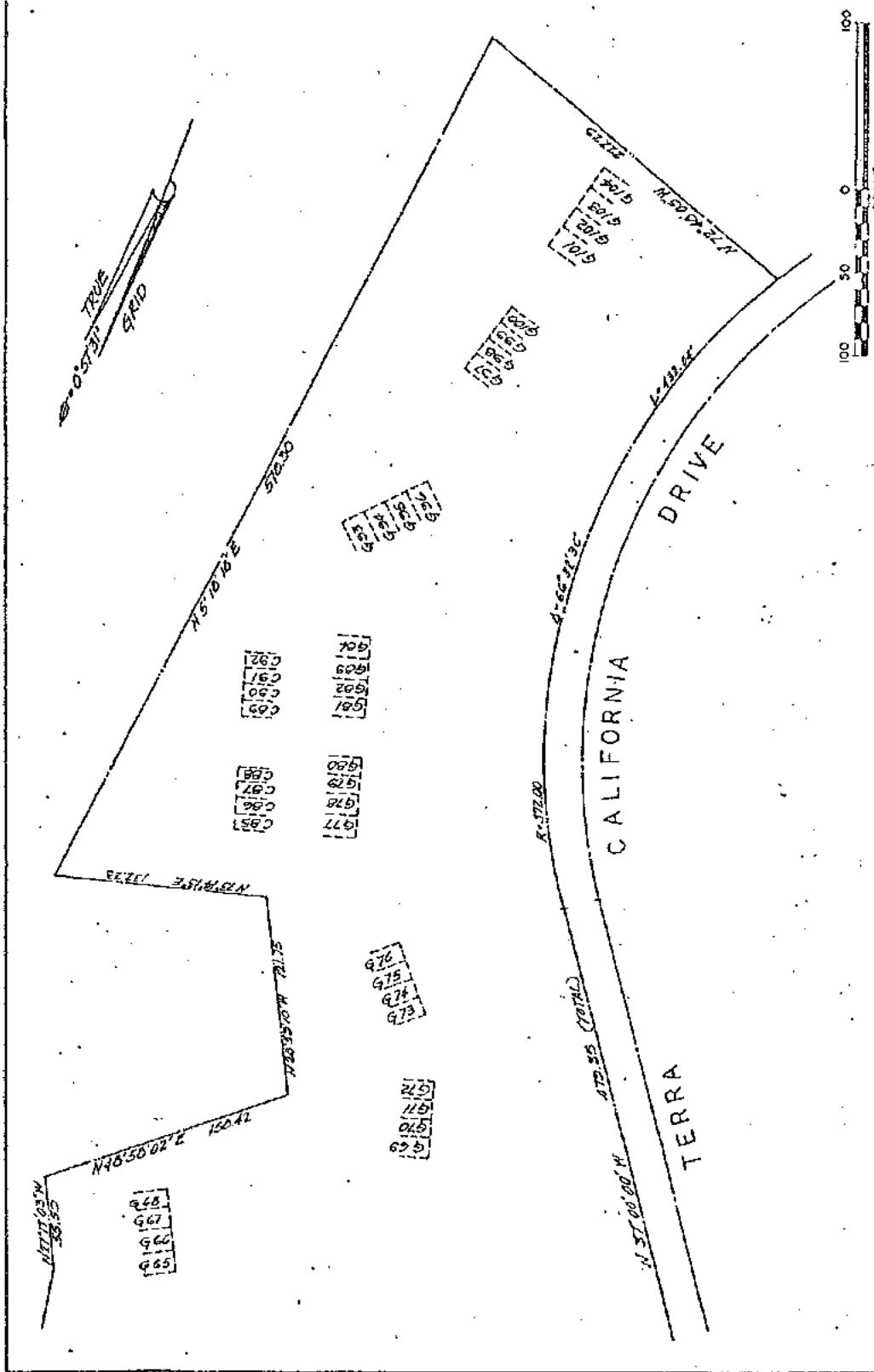
FIRST AND SECOND LEVEL
DWELLING UNITS



CONDOMINIUM PLANS
MUTUAL 41
SUBDIVISION 4706
CITY OF WALNUT CREEK
CONTRA COSTA COUNTY, CALIFORNIA
BRYAN & MURPHY ASSOCIATES INC. CIVIL ENGINEERS
WALNUT CREEK, CALIFORNIA
AUGUST 1975 SHEET 3 OF 11 SHEETS

- LEGEND**
- ② INDICATES UNIT NUMBER
 - U INDICATES UPPER ELEVATION
 - L INDICATES LOWER ELEVATION
 - P INDICATES PATIO AREA FOR LOWER UNITS
 - B INDICATES BALCONY AREA FOR UPPER UNITS

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



SCALE

CONDOMINIUM PLANS
MUTUAL 41
SUBDIVISION 4706
 CITY OF WALNUT CREEK
 CONTRA COSTA COUNTY, CALIFORNIA
 BRYAN & MURPHY ASSOCIATES INC. CIVIL ENGINEERS
 WALNUT CREEK, CALIFORNIA

PARKING
LIMITED COMMON AREA

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

WHEN RECORDED RETURN:

1976

8000 7755 16 74

Title Insurance and Trust Company
1700 Webster Street
Oakland, California 94612
Attn: Carl W. Dozier
Subdivision 4706 (Mutual 41)

Record at request of
Title Insurance and Trust Company
AT 9:00 AM: FEB - 4 1976
Contra Costa County Records
J. R. Olsson
County Recorder

Fee \$ 16.00

AMENDMENT TO THE CONDOMINIUM PLAN

TERRA CALIFORNIA, a California corporation, owner of that certain real property located in the City of Walnut Creek, County of Contra Costa, State of California, more particularly described in EXHIBIT "A" attached hereto and made a part hereof, did record that certain CONDOMINIUM PLAN on September 16, 1975, in Book 7622, Pages 375 to 385, inclusive, Official Records of Contra Costa County, affecting said real property shown as EXHIBIT "A";

WHEREAS, it is the desire of said TERRA CALIFORNIA, a California corporation, that said CONDOMINIUM PLAN be amended and modified, in total, by substituting ALL pages attached hereto and made a part hereof as EXHIBIT "B", instead of and in place of said Condominium Plan, which is cancelled and rescinded.

AMENDMENT:

NOW, THEREFORE, TERRA CALIFORNIA, a California corporation, does hereby amend and modify said CONDOMINIUM PLAN by substituting the attached pages marked EXHIBIT "B", as defined above, instead of and in place of said Condominium Plan recorded August 21, 1975.

EXECUTED this 30th day of January, 1976, at Walnut Creek, California.

TERRA CALIFORNIA,
(a California corporation)

By David B. Wood
David B. Wood, President

By Lynn E. White
Lynn E. White, Assq. Secretary

SEAL AFFIXED

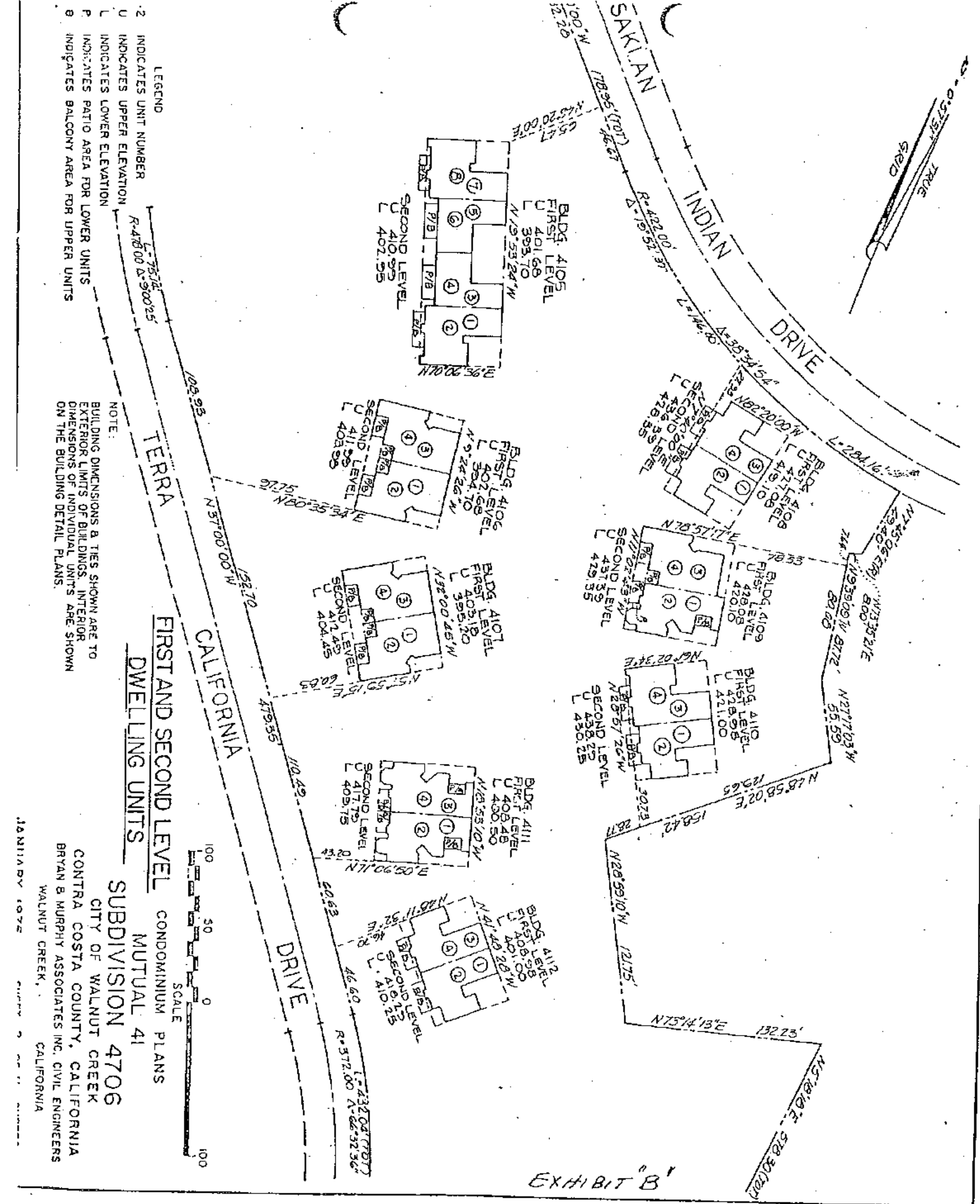
EXHIBIT "A"

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF CONTRA COSTA, CITY OF WALNUT CREEK, DESCRIBED AS FOLLOWS:

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

EXCEPTING THEREFROM:

ALL THOSE AREAS DESIGNATED AS SAKLAN INDIAN DRIVE AND TERRA CALIFORNIA DRIVE, AS SHOWN ON SAID MAP OF SUBDIVISION 4706.



- LEGEND**
- 2 INDICATES UNIT NUMBER
 - L INDICATES UPPER ELEVATION
 - U INDICATES LOWER ELEVATION
 - P INDICATES PATIO AREA FOR LOWER UNITS
 - B INDICATES BALCONY AREA FOR UPPER UNITS

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

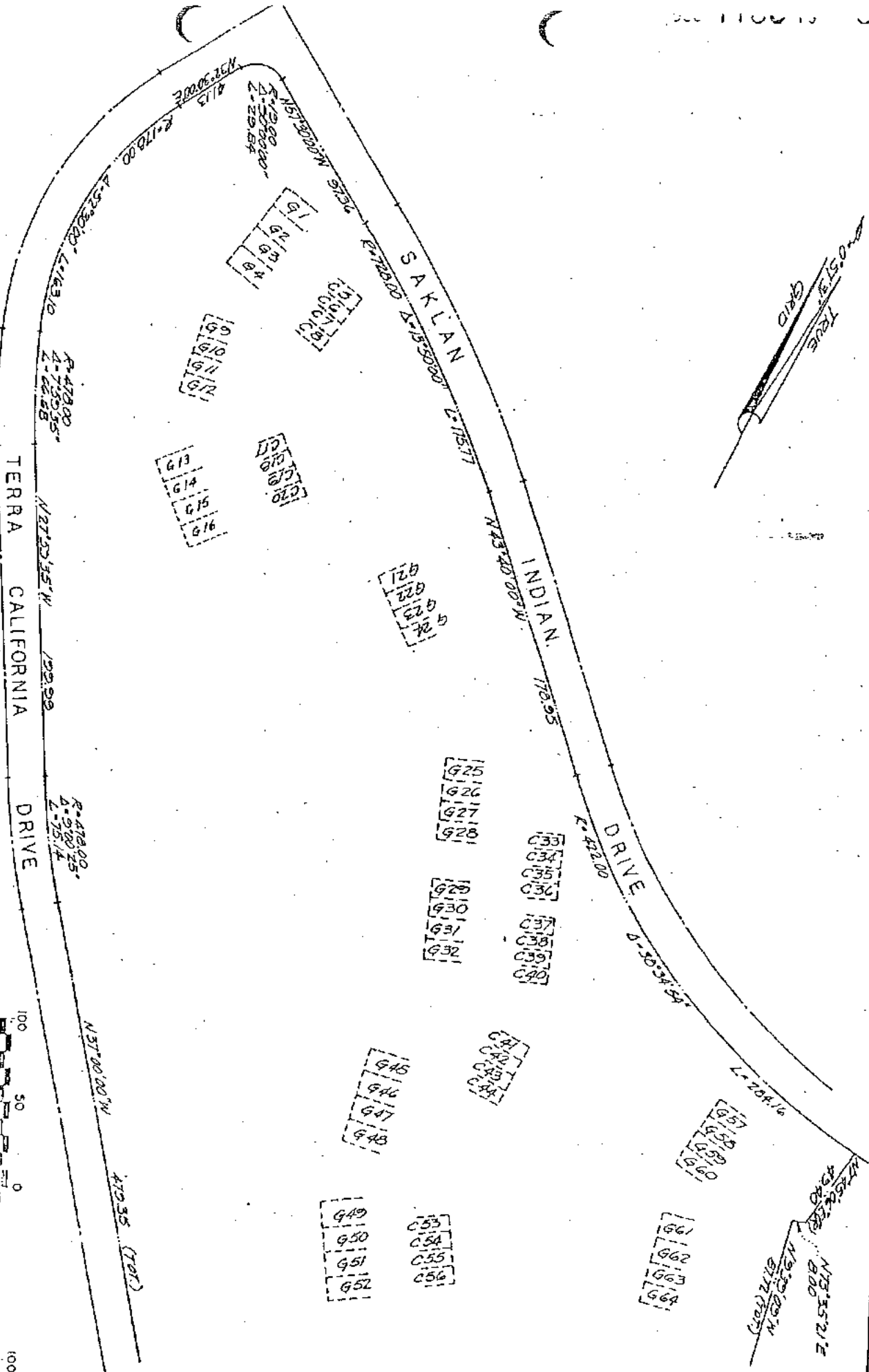
FIRST AND SECOND LEVEL DWELLING UNITS

SCALE
 0 50 100

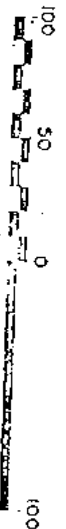
SUBDIVISION 4706
 CITY OF WALNUT CREEK
 CONTRA COSTA COUNTY, CALIFORNIA
 BRYAN & MURPHY ASSOCIATES INC. CIVIL ENGINEERS
 WALNUT CREEK, CALIFORNIA

EXHIBIT "B"

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



PARKING
LIMITED COMMON AREA

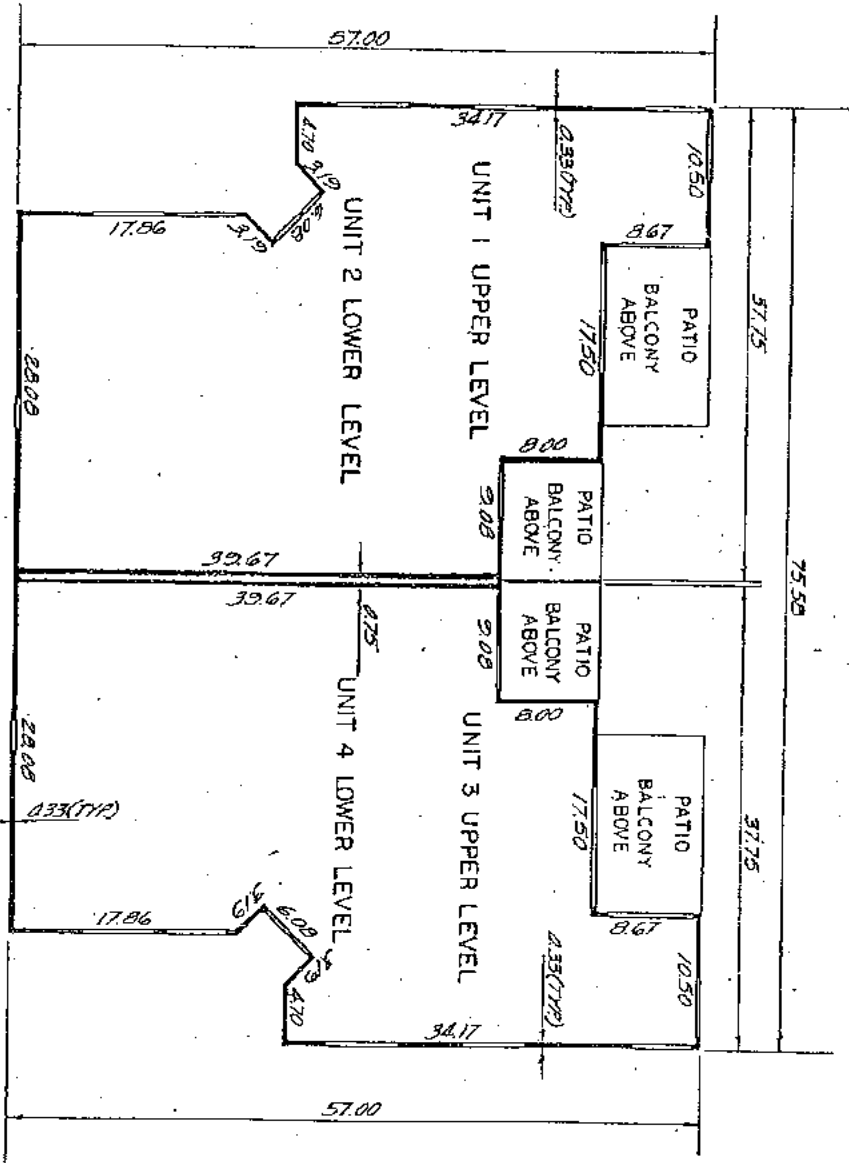


CONDOMINIUM PLANS
 MUTUAL 41

SUBDIVISION 4706

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

EXHIBIT "B"



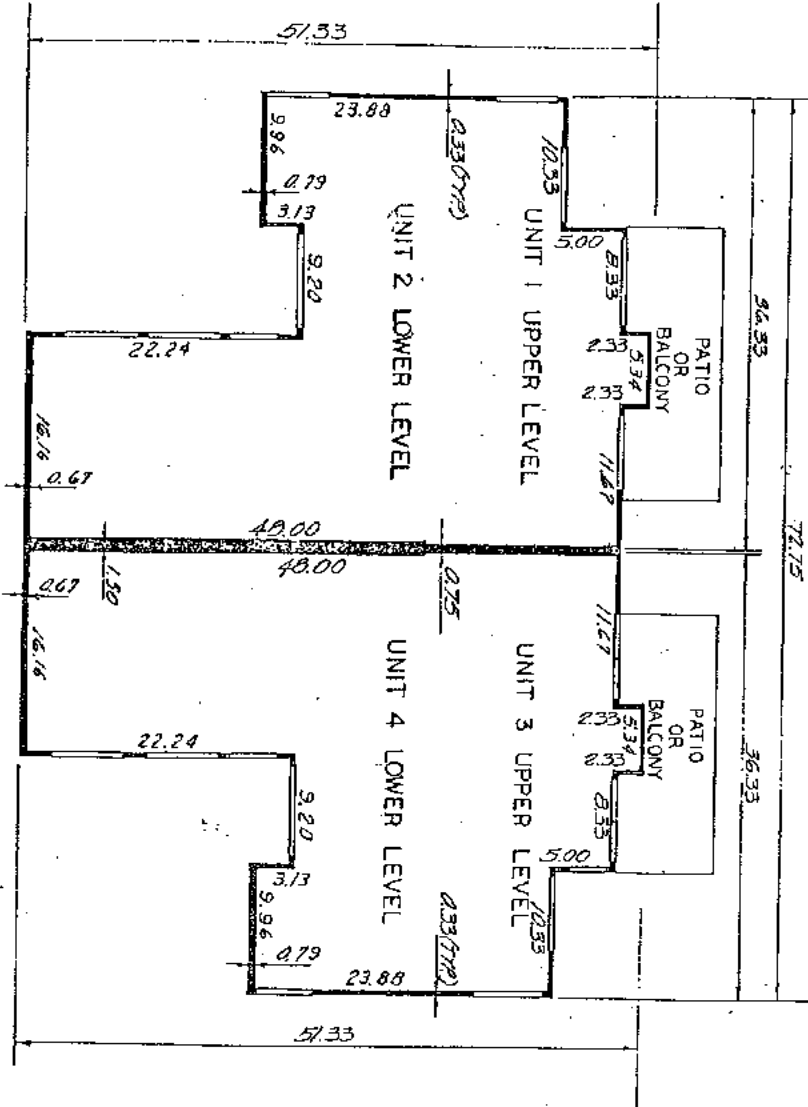
FIRST AND SECOND LEVEL BUILDINGS

BUILDING DETAILS

4101 4106 4107 4116
 CONDOMINIUM PLANS
 MUTUAL 41
 SUBDIVISION 4706

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

FIRST AND SECOND LEVEL BUILDINGS



BLDGS. 4103, 4108 & 4115 HAVE PATIOS ON LOWER LEVEL WITH BALCONIES ON UPPER LEVEL. BLDG. 4112 HAS BALCONY AT BOTH LEVELS.

BUILDING DETAILS

4103 4108 4112 4115
 CONDOMINIUM PLANS
 MUTUAL 41
 SUBDIVISION 4706

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

BOOK 7622
PAGE 372

WHEN RECORDED RETURN TO:

Title Insurance and Trust Company
1700 Webster Street
Oakland, California 94612
Attention: Carl W. Dozier
Subdivision 4706
(Mutual 41)

THE UNDERSIGNED TITLE COMPANY HEREBY
CERTIFIES THAT THE WITHIN
AMENDMENT
IS A TRUE AND CORRECT COPY OF THE ORIGINAL INSTRUMENT WHICH WAS RECORDED IN THE OFFICIAL RECORDS OF THE RECORDER OF CONTRA COSTA COUNTY ON
SEPT. 16, 1975 UNDER
RECORDER'S SERIAL NO. 84516
Title Insurance and Trust Company
BY Carl W. Dozier

AMENDMENT TO THE CONDOMINIUM PLAN

TERRA CALIFORNIA, a California corporation, owner of that certain real property located in the City of Walnut Creek, County of Contra Costa, State of California, more particularly described in EXHIBIT "A" attached hereto and made a part hereof, did record that certain CONDOMINIUM PLAN on August 21, 1975, in Book 7598, at Pages 330 to 340, inclusive, Official Records of Contra Costa County, affecting said real property shown as EXHIBIT "A".

WHEREAS, it is the desire of said TERRA CALIFORNIA, a California corporation, that said CONDOMINIUM PLAN be amended and modified, in total, by substituting ALL pages attached hereto and made a part hereof as EXHIBIT "B", instead of and in place of said original Condominium Plan, which is cancelled and rescinded.

AMENDMENT:

NOW, THEREFORE, TERRA CALIFORNIA, a California corporation, does hereby amend and modify said CONDOMINIUM PLAN by substituting the attached pages marked EXHIBIT "B", as defined above, instead of and in place of said original Condominium Plan.

EXECUTED this 12TH day of SEPT., 1975, at Walnut Creek, California.

TERRA CALIFORNIA,
(a California corporation)
By: David B. Wood
David B. Wood, President
By: Nyan E. White
Nyan E. White, Asst. Secretary

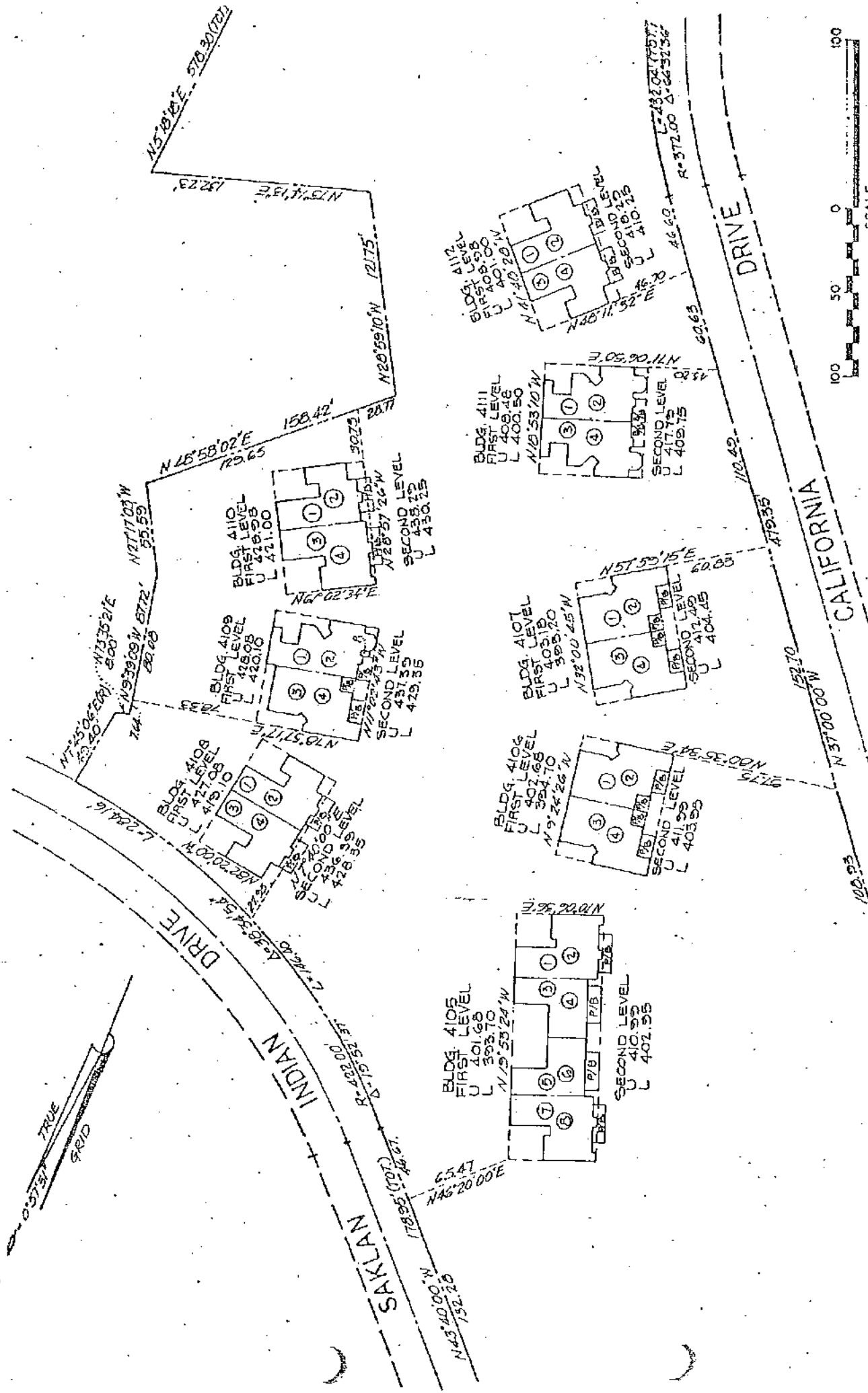
EXHIBIT "A"

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF CONTRA COSTA, CITY OF WALNUT CREEK, DESCRIBED AS FOLLOWS:

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

EXCEPTING THEREFROM:

ALL THOSE AREAS DESIGNATED AS SAKLAN INDIAN DRIVE AND TERRA CALIFORNIA DRIVE, AS SHOWN ON SAID MAP OF SUBDIVISION 4706.



FIRST AND SECOND LEVEL CONDOMINIUM PLANS
MUTUAL 41
SUBDIVISION 4706

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

TERRA CALIFORNIA DRIVE

LEGEND
 (2) INDICATES UNIT NUMBER
 U INDICATES UPPER ELEVATION
 L INDICATES LOWER ELEVATION
 P INDICATES PATIO AREA FOR LOWER UNITS
 B INDICATES BALCONY AREA FOR UPPER UNITS

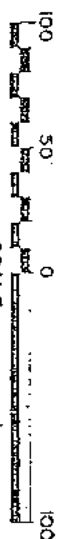
NOTE:
 BUILDING DIMENSIONS & TIES SHOWN ARE TO EXTERIOR LIMITS OF BUILDINGS. INTERIOR DIMENSIONS OF INDIVIDUAL UNITS ARE SHOWN ON THE BUILDING DETAIL PLANS.

SCALE
 100 50 0

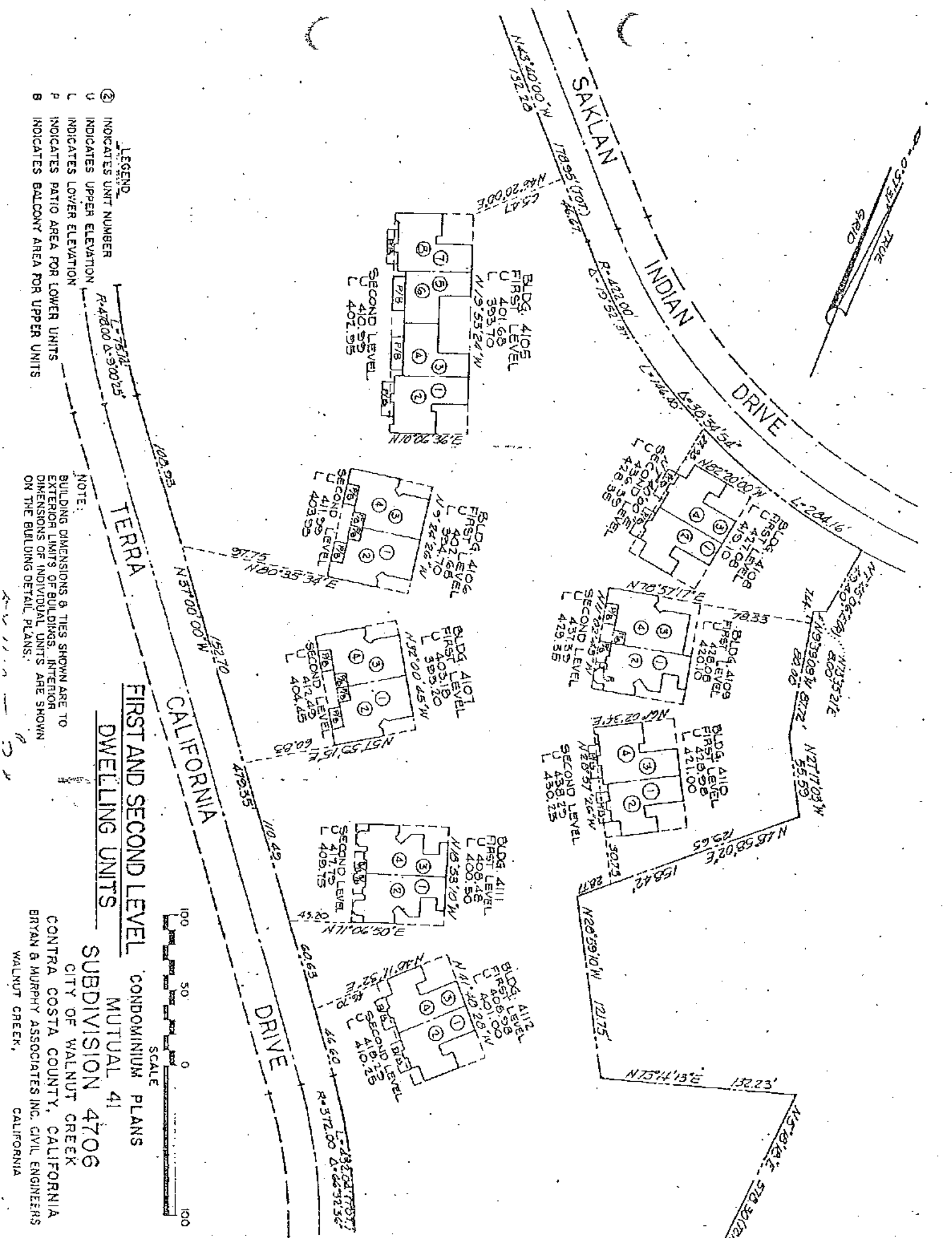
- ② LEGEND
- INDICATES UNIT NUMBER
- U INDICATES UPPER ELEVATION
- L INDICATES LOWER ELEVATION
- P INDICATES PATIO AREA FOR LOWER UNITS
- B INDICATES BALCONY AREA FOR UPPER UNITS

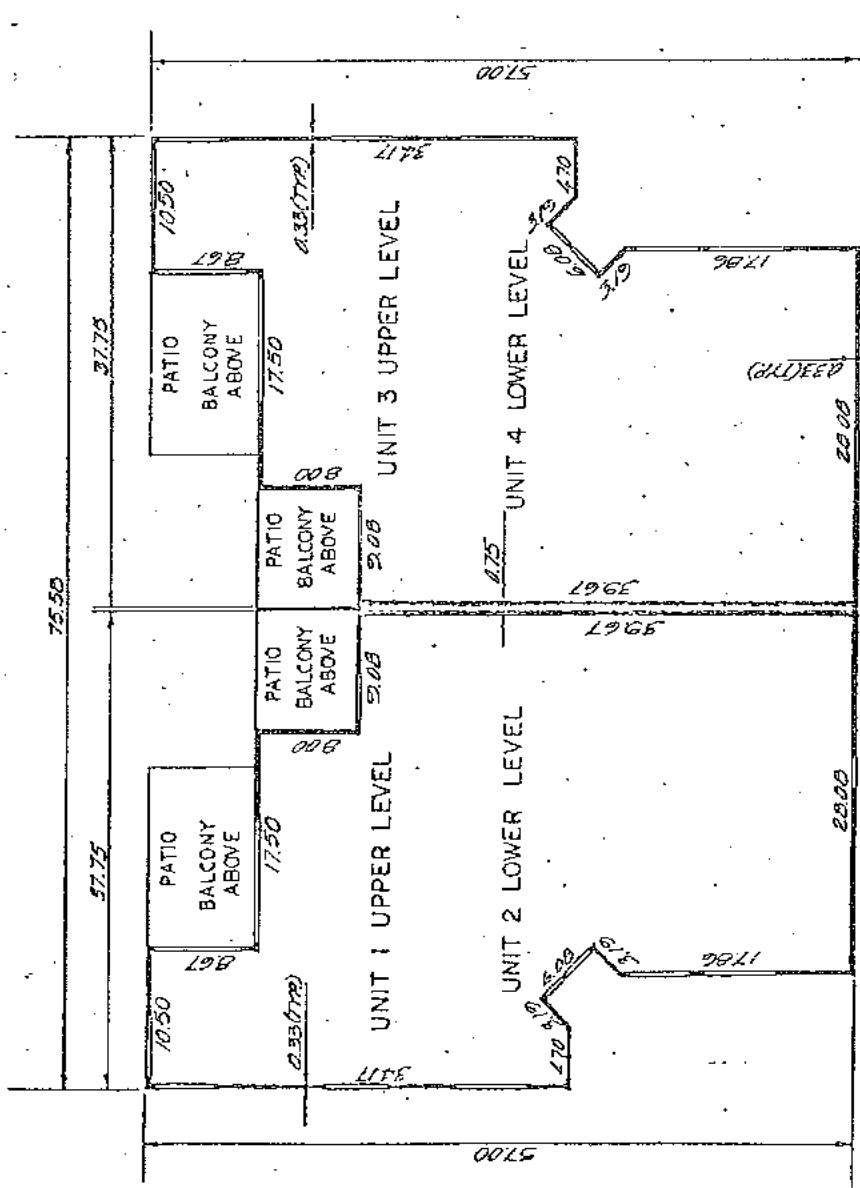
NOTE:
BUILDING DIMENSIONS & TIES SHOWN ARE TO EXTERIOR LIMITS OF BUILDINGS. INTERIOR DIMENSIONS OF INDIVIDUAL UNITS ARE SHOWN ON THE BUILDING DETAIL PLANS.

FIRST AND SECOND LEVEL DWELLING UNITS
MUTUAL 41
CONDOMINIUM PLANS



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





BUILDING DETAILS
 4101-4106 4107 4116

CONDOMINIUM PLANS
 MUTUAL 41

SUBDIVISION 4706

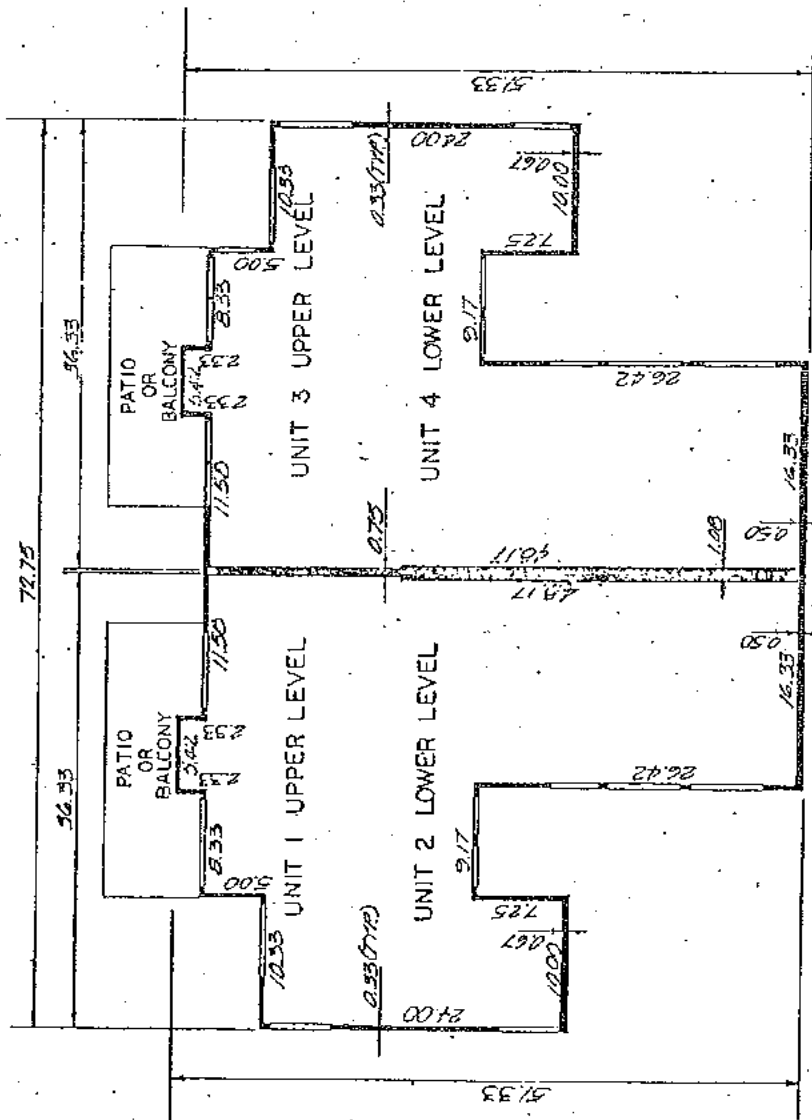
CITY OF WALNUT CREEK
 CONTRA COSTA COUNTY, CALIFORNIA

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

SHEET R OF 11 SHEETS

FIRST AND SECOND LEVEL BUILDINGS

EXHIBIT "R"



BLDG. 4103, 4108 & 4115 HAVE PATIOS ON LOWER LEVEL WITH BALCONIES ON UPPER LEVEL. BLDG. 4112 HAS BALCONY AT BOTH LEVELS.

FIRST AND SECOND LEVEL BUILDINGS

BUILDING DETAILS
4103 4108 4112 4115

CONDOMINIUM PLANS
MUTUAL 41

SUBDIVISION 47Q6

CITY OF WALNUT CREEK
CONTRA COSTA COUNTY, CALIFORNIA

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

EXHIBIT 24

AFTER RECORDING RETURN TO
TITLE INSURANCE AND TRUST CO.
1700 WEBSTER STREET
OAKLAND, CALIFORNIA 94612
attn: CARL W. DOZIER
TRACT 4706
MUTUAL 41

THE UNDERSIGNED TITLE COMPANY HEREBY
CERTIFIES THAT THE WITHIN
AGREEMENT
IS A TRUE AND COMPLETE COPY OF THE ORIGINAL THEREOF, WHICH WAS RECORDED IN THE OFFICIAL RECORDS, OF THE RECORDER OF CONTRA COSTA COUNTY OIL
AUGUST 24, 1975, UNDER RECORDER'S SERIAL NO. 75783
Title Insurance and Trust Company
BY Carl W. Dozier

Book
7598
PAGE
273

MUTUAL 41
SUBDIVISION 4706

AGREEMENT ESTABLISHING COVENANTS,
CONDITIONS AND RESTRICTIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DATED: May 15, 1975

TERRA CALIFORNIA, a California Corporation

By David B. Wood Its President

By Lynn E. White Its Assistant Secretary

GOLDEN RAIN FOUNDATION OF WALNUT CREEK, a California corporation

By William J. Snow, Jr. Its President

By Eunice F. Mignola Its Assistant Secretary

STATE OF CALIFORNIA,

County of Contra Costa

On this 15th day of May in the year one thousand nine hundred and Seventy-Five

before me, Betty L. Peif, a Notary Public, State of California, duly commissioned and sworn, personally appeared David B. Wood and Lynn E. White known to me to be the President and Assistant Secretary of the corporation described in and that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same pursuant to its By-laws

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



Betty L. Peif, Notary Public, State of California. My Commission Expires February 16, 1979

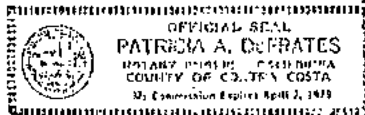
STATE OF CALIFORNIA,

County of Contra Costa

On this 15th day of May in the year one thousand nine hundred and seventy-five

before me, Patricia A. DeFrates, a Notary Public, State of California, duly commissioned and sworn, personally appeared William J. Snow, Jr., and Eunice F. Mignola known to me to be the President and Assistant Secretary of the corporation described in and that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same pursuant to its By-Laws.

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



Patricia A. DeFrates, Notary Public, State of California. My Commission Expires April 7, 1979

EXHIBIT "D"

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

PARCEL 1:

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

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

PARCEL 2:

ALL THOSE AREAS DESIGNATED GOLDEN RAIN ROAD, TICE CREEK DRIVE, ROCKLEDGE LANE, OAKMONT WAY, CRESCENT CIRCLE AND OAKMONT DRIVE, ALL AS SHOWN ON THOSE CERTAIN RECORD OF SURVEY MAPS, FILED FEBRUARY 13, 1964, IN LICENSE SURVEY MAP BOOK 25, AT PAGES 48, 49 AND 50, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND ALL THAT PORTION OF ROSSMOOR PARKWAY, AS SHOWN ON THE RECORD OF SURVEY REFERRED TO ABOVE AT PAGE 48, LYING NORTHWESTERLY OF A LINE DRAWN NORTH 63° 43' 45" EAST FROM THE SOUTHERN TERMINUS OF THAT CERTAIN CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 24 FEET AND FORMING THE INTERSECTION OF GOLDEN RAIN ROAD AND ROSSMOOR PARKWAY, AS SHOWN ON SAID RECORD OF SURVEY AT PAGE 48.

PARCEL 3:

ALL THOSE AREAS DESIGNATED TICE CREEK DRIVE, CRESCENT CIRCLE, RUNNING SPRINGS ROAD, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP, FILED MARCH 11, 1964, IN LICENSE SURVEY MAP BOOK 26, AT PAGE 36, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TICE CREEK DRIVE, LEISURE LAND AND STANLEY DOLLAR DRIVE, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP, FILED APRIL 8, 1964, IN LICENSE SURVEY MAP BOOK 27, AT PAGE 7, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 4:

ALL THOSE AREAS DESIGNATED GOLDEN RAIN ROAD, PINE KNOLL DRIVE AND OAKMONT DRIVE, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP, FILED MAY 15, 1964, IN LICENSE SURVEY MAP BOOK 27, AT PAGES 43 AND 44, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 5:

ALL THAT CERTAIN AREA DESIGNATED PINE KNOLL DR., AS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP, FILED AUGUST 5, 1964, IN LICENSE SURVEY MAP BOOK 29, AT PAGE 20, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 6:

ALL THAT CERTAIN AREA DESIGNATED UPPER GOLDEN RAIN ROAD AND LOWER GOLDEN RAIN ROAD, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP, FILED SEPTEMBER 10, 1964, IN LICENSE SURVEY MAP BOOK 30, AT PAGE 18, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 7:

ALL THAT CERTAIN AREA DESIGNATED GOLDEN RAIN ROAD, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP, FILED APRIL 1, 1965, IN LICENSE SURVEY MAP BOOK 33, AT PAGE 40, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

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

PARCEL 13:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF PINE KNOLL DRIVE, WITH THE NORTH LINE OF PARCEL 28, AS SAID DRIVE AND PARCEL ARE SHOWN ON THE CERTAIN RECORD OF SURVEY MAP, FILED JUNE 18, 1965, IN LICENSE SURVEY MAP BOOK 35, AT PAGE 22, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; RUNNING THENCE ALONG SAID NORTH LINE, NORTH 71° 30' WEST 684 FEET TO THE GENERAL EAST LINE OF SAID PARCEL 28; THENCE ALONG THE LAST NAMED LINE AND ALONG THE GENERAL EAST LINE OF PARCEL 27, AS SAID PARCEL IS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP, FILED JUNE 18, 1965, IN LICENSE SURVEY MAP BOOK 35, AT PAGE 23, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, NORTH 6° 57' 10" WEST 711.14 FEET TO AN ANGLE POINT IN LAST SAID EAST LINE; THENCE CONTINUING ALONG THE LAST NAMED LINE, NORTH 46° EAST 214 FEET TO THE SOUTHWEST LINE OF GOLDEN RAIN ROAD, AS SAID ROAD IS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP, FILED APRIL 1, 1965, IN LICENSE SURVEY MAP BOOK 33, AT PAGE 41, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG THE LAST NAMED LINE, FROM A TANGENT THAT BEARS SOUTH 46° EAST, ON A CURVE TO THE LEFT WITH A RADIUS OF 376 FEET, THROUGH A CENTRAL ANGLE OF 9° 19' 22", A DISTANCE OF 61.18 FEET; THENCE TANGENT TO THE LAST NAMED CURVE, SOUTH 53° 19' 22" EAST 211.61 FEET; THENCE TANGENT TO THE LAST NAMED COURSE, SOUTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 574 FEET, THROUGH A CENTRAL ANGLE OF 13° 44' 22", A DISTANCE OF 137.64 FEET; THENCE TANGENT TO THE LAST NAMED CURVE, SOUTH 39° 35' EAST 302.71 FEET; THENCE TANGENT TO THE LAST NAMED COURSE, SOUTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 526 FEET, THROUGH A CENTRAL ANGLE OF 9° 45', A DISTANCE OF 89.51 FEET; THENCE TANGENT TO THE LAST NAMED COURSE, SOUTH 49° 20' EAST 216.95 FEET TO THE NORTHWEST TERMINUS OF A CURVE WITH A RADIUS OF 19 FEET, A CENTRAL ANGLE OF 90° AND A LENGTH OF 29.85 FEET CONNECTING SAID SOUTHWEST LINE OF GOLDEN RAIN ROAD, WITH SAID NORTHWEST LINE OF PINE KNOLL DRIVE, AS SAID CURVE IS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP, FILED SEPTEMBER 10, 1964, IN LICENSE SURVEY MAP BOOK, AT PAGE 18, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG SAID CURVE, TANGENT TO THE LAST NAMED COURSE, SOUTHEASTERLY, SOUTHERLY AND SOUTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 19 FEET, THROUGH A CENTRAL ANGLE OF 90°, A DISTANCE OF 29.85 FEET TO THE NORTHWEST LINE OF PINE KNOLL DRIVE, AS SAID DRIVE IS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP, FILED AUGUST 5, 1964, IN LICENSE SURVEY MAP BOOK 29, AT PAGE 20, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG THE LAST NAMED LINE, SOUTHWESTERLY ON A REVERSE CURVE TO THE LEFT WITH A RADIUS OF 526 FEET, THROUGH A CENTRAL ANGLE OF 22° 10', A DISTANCE OF 203.50 FEET; THENCE TANGENT TO THE LAST NAMED CURVE, SOUTH 18° 30' WEST 178.30 FEET TO THE POINT OF BEGINNING.

PARCEL 14:

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

PARCEL 15:

ALL THAT PORTION OF TICE CREEK DRIVE, AS SHOWN ON THAT CERTAIN REVISED PARCEL MAP, FILED JUNE 28, 1968, IN BOOK 4 OF PARCEL MAPS, AT PAGE 13, CONTRA COSTA COUNTY RECORDS, LYING NORTHWEST OF THE EXTENSION SOUTH 64° 03' 47" WEST OF THE SOUTHWEST LINE OF PARCEL 36, AS SHOWN ON SAID MAP.

(OVER)

PARCEL 24:

PARCEL 19, AS SAID PARCEL IS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP, FILED AUGUST 5, 1964, IN LICENSE SURVEY MAP BOOK 29, AT PAGE 20, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 25:

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

PARCEL 26:

PARCEL 25, AS SAID PARCEL IS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP, FILED APRIL 1, 1965, IN LICENSE SURVEY MAP BOOK 33, AT PAGE 40, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 27:

PARCEL 24, AS SAID PARCEL IS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP, FILED APRIL 1, 1965, IN LICENSE SURVEY MAP BOOK 33, AT PAGE 41, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 28:

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

PARCEL 29:

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

PARCEL 30:

PARCEL 15, AS SAID PARCEL IS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP, FILED APRIL 8, 1964, IN LICENSE SURVEY MAP BOOK 27, AT PAGE 7, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 31:

PARCEL 31, AS SAID PARCEL IS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP, FILED MARCH 9, 1966, IN LICENSE SURVEY MAP BOOK 40, AT PAGE 34, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 32:

PARCEL 32, AS SAID PARCEL IS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP, FILED APRIL 27, 1966, IN LICENSE SURVEY MAP BOOK 42, AT PAGE 5, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 33:

PORTION OF PARCEL 2, AS SAID PARCEL IS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP, FILED FEBRUARY 13, 1964, IN LICENSE SURVEY MAP BOOK 25, AT PAGE 48, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

(OVER)

PARCEL 39:

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

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

PARCEL 40:

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

PARCEL 41:

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

PARCEL 42:

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

