

**BRIDLE PATH  
HOMEOWNERS  
ASSOCIATION**

**P.O. BOX 634  
SIMI VALLEY, CA. 93062  
(805)522-0292 FAX: (805)522-1429**

**GOVERNING DOCUMENTS**

**ARTICLES OF INCORPORATION**

**CC & R'S**

**BY-LAWS**

**If this document contains any restriction based on race, color, religion, sex, familial status, marital status, disability, national origin, or ancestry, that restriction violates state and federal fair housing laws and is void. Any person holding an interest in this property may request that the county recorder remove the restrictive covenant language pursuant to subdivision "C" of Section 12956.1 of the government code.**

State  
of  
California

OFFICE OF THE SECRETARY OF STATE

I, *MARCH FONG EU*, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

IN WITNESS WHEREOF, I execute  
this certificate and affix the Great  
Seal of the State of California this

MAR 4 - 1976

*March Fong Eu*

Secretary of State

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ARTICLES OF INCORPORATION  
OF  
BRIDLE PATH HOMEOWNER'S ASSOCIATION, INC.

**FILED**  
In the office of the Secretary of State  
of the State of California

MAR 3 1976

MARCH FONG EU, Secretary of State

*James E. Harris*  
Deputy

I.

The name of the corporation is  
BRIDLE PATH HOMEOWNER'S ASSOCIATION, INC.

II.

The specific and primary purposes for which this corporation is formed are:

To provide a means of administering a Planned Development Project to be built on that certain real property in the City of Simi Valley, Ventura County, State of California, generally known and described as:

Tentative Tract 2476

and any additions thereto as may hereafter be brought within the jurisdiction of this Association by annexation, as provided in Article IV herein, and to promote the health, safety and welfare of the residents within said real property and the additions annexed thereto, all in accordance with provisions of the Declaration of Covenants, Conditions and Restrictions, recorded or to be recorded affecting said Planned Development Project on said described real property.

In addition to the primary purposes, the corporation shall have the following general purposes or powers:

1. The corporation shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles.
2. The corporation shall have all of the powers reasonably necessary to implement the purposes of the corporation, including but not limited to the following:
  - (a) To make and collect assessments against members to defray the costs of maintaining the bridle paths and recreational areas to be owned and maintained by this corporation.
  - (b) To use the proceeds of assessments in the exercise of its powers and duties.
  - (c) The maintenance, repair, replacement, improvement, and operation of such bridle paths and recreational areas.
  - (d) The reconstruction of improvements after casualty and further improvement of such property.

to amend articles

No

Yes

- (e) To make and amend regulations respecting the use of the properties in the Planned Development.
- (f) To enforce by legal means, the provisions of the Covenants, Conditions, Restrictions and Reservations covering said Planned Development, these Articles, the By-Laws of the corporation, and the regulations for the use of the property to be owned by this corporation.

The foregoing statement of purposes shall be construed as a statement of both purposes and powers, and the purposes and powers stated in each clause shall not, except where otherwise expressed, be construed as a limitation upon the general purposes for which this corporation is formed, but shall be regarded as independent purposes and powers. Notwithstanding any contrary provision herein, no part of the activities of this corporation shall consist in carrying on propaganda or otherwise attempting to influence legislation, and the carrying on by this corporation at a profit of any business hereinabove recited as a purpose of this corporation shall be merely incidental to and in furtherance of the general community betterment and recreational purposes for which this corporation is formed.

THIS CORPORATION DOES NOT CONTEMPLATE PECUNIARY GAIN OR PROFIT TO THE MEMBERS THEREOF, AND THAT THE FUNDS OF THIS CORPORATION, WHETHER RECEIVED BY GIFT OR OTHERWISE AND REGARDLESS OF THE SOURCE THEREOF, SHALL BE USED EXCLUSIVELY IN THE PROMOTION OF THE BUSINESS OF THE CORPORATION, AS THE BOARD OF DIRECTORS MAY FROM TIME TO TIME DETERMINE.

### III.

Every person or entity who is a record owner of a lot which is subject by covenants of record to assessment by this Association, including contract sellers, shall be eligible to be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership. Membership shall be appurtenant to any may not be separated from ownership of any lot which is subject to assessment by the Association. Ownership of such lot shall be the sole qualification for membership.

### IV.

The Association may at any time and from time to time annex additional property to the property described in Article II, and so add to its membership under the provisions of Article III, provided that such annexations are made only in accordance with the provisions of the recorded Declaration of Covenants, Conditions and Restrictions and amendments thereto, if any, applicable to the property described in Article II hereof. Such additions, when properly made under the applicable covenants, shall extend the jurisdiction, function, duties and membership of this Association to such property.

V.

The County in the State of California, where the principal office for the transaction of the business of this corporation is to be located is in Ventura County.

VI.

The number of directors of this corporation shall be five (5) and said number may be changed by a duly adopted amendment to the By-Laws, except that in no event may the number of directors be less than five (5) without amendment of these Articles of Incorporation.

The names and addresses of the persons who are appointed to act as the first directors and the Executive Board of this corporation, and to continue to act as such directors and the Executive Board until the election and qualification of their successors, are as follows:

NAMES	ADDRESSES
Arthur E. Edmunds	606 Wilshire Boulevard, Suite 120 Santa Monica, California 90401
Richard H. Doremus	15950 Arminata Street Van Nuys, California 91406
Frances S. Kraft	606 Wilshire Boulevard, Suite 120 Santa Monica, California 90401
Dorothy Cavaliere	606 Wilshire Boulevard, Suite 120 Santa Monica, California 90401
Dixie W. Long	15950 Arminata Street Van Nuys, California 91406

VII.

The voting and other rights and privileges of the membership are to be set forth and provisions therefor made in the By-Laws of this corporation and the By-Laws are to set forth and make provisions for the election and the term of office of the Board of Directors.

VIII.

This corporation is being organized pursuant to the General Nonprofit Corporation Code of the State of California.

IX.

In the event of the dissolution, liquidation or winding up of this corporation for any reason whatsoever, the directors or persons in charge of the liquidation shall divide any remaining assets among the members in accordance with their respective rights therein.

X.

The general management of the affairs of this corporation shall be under the control, supervision and direction of the Board of Directors.

This corporation reserves the right to amend, alter, change or repeal any provisions contained in these Articles of Incorporation in the manner now or hereafter prescribed in Title 1, Division 1, Part 8, Chapter 1 of the Corporations Code and all rights conferred upon members herein are granted subject to this reservation.

XI.

The Association shall exist perpetually.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 23 day of February, 1976.

Arthur E. Edmunds  
ARTHUR E. EDMUNDS

Richard Doremus  
RICHARD DOREMUS

Frances S. Kraft  
FRANCES S. KRAFT

Dorothy Cavaliere  
DOROTHY CAVALIERE

Dixie W. Long  
DIXIE W. LONG

STATE OF CALIFORNIA )  
                          ) SS.  
COUNTY OF LOS ANGELES )

On this 23 day of February, 1976, before me, a Notary Public in and for Los Angeles County, State of California, residing therein duly commissioned and sworn, personally appeared ARTHUR E. EDMUNDS, RICHARD DOREMUS, FRANCES S. KRAFT, DOROTHY CAVALIERE and DIXIE W. LONG, personally known to me to be the persons whose names are subscribed to the foregoing Articles of Incorporation as Incorporators and who are also named therein as Directors, and who acknowledged to me that they executed the said instrument.

IN WITNESS WHEREOF, I have hereunto affixed my hand and official seal this 23 day of February, 1976.

C. Lynette Long  
Notary Public in and for the County  
of Los Angeles, State of California

My commission expires \_\_\_\_\_.



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BY - LAWS

OF

BRIDLE PATH HOMEOWNERS ASSOCIATION

ARTICLE I

PLAN OF LOT OWNERSHIP

Section 1. Name. The name of the corporation is BRIDLE PATH HOMEOWNERS ASSOCIATION, hereinafter referred to as the "Association". The Principal offices of the corporation shall be located in Los Angeles County and/or Ventura County, California.

Section 2. Lot Ownership. The project located on Lots 1 to 59 inclusive of Tract 2476 in the County of Ventura, State of California, as per Map recorded in Book 67 Page 85 of Maps, in the Office of the County Recorder of said County, and such additions thereto as may hereafter be brought within the jurisdiction of this Association, is submitted to the provisions of Title 6, Part 4, Division Second, of the California Civil Code.

Section 3. By-laws Applicability. The provisions of these By-laws are applicable to the project. (The term "project" as used herein shall include the land and all structures and improvements thereon and all land acquired by this Association as common areas.)

Section 4. Personal Application. All present or future owners, tenants, future tenants, or their families, heirs, assigns personal representatives, guests, invitees, or employees, or any other person that might use the facilities of the project in any manner, are subject to the regulations set forth in these By-laws and to the recorded or to be recorded Declaration of Covenants, Conditions and Restrictions (hereinafter called the "Declaration") applicable to the project or any portion thereof, and as the same may be amended from time to time as therein provided (the "Declaration" herein).

The mere acquisition or rental of any of the units of the project or the mere act of occupancy of any of the units will signify that these By-laws and the provisions of the Declaration are accepted, ratified, and will be complied with.

ARTICLE II

VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

Section 1. Membership. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from the ownership of any lot which is subject to assessment by the Association. Ownership of such lot shall be the sole qualification for membership.

Section 2. Voting Rights.

(1) The Association shall have two classes of voting membership:

Class A. Class A members shall be all those owners as defined in Article III of Declaration, with the exception of the Declarant. Class A members shall be entitled to one vote for each lot in which they hold the interest required for membership by Article II of Declaration. When more than one person holds such interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

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Class B. The Class B member(s) shall be the Declarant (as defined in the Declaration). The Class B member(s) shall be entitled to three (3) votes for each lot in which it holds the interest required for membership by Article II of Declaration, provided that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events; whichever first occurs:

(A) The total outstanding votes held by Class A members equal the total outstanding votes held by the Class B members.

(B) This being a multi-phase development, the second anniversary of the original issuance of the most recently issued Public Report for a phase of the development.

(C) Not later than the fourth anniversary of the original issuance of the Subdivision Public Report for the first phase of this multi-phase development.

(2) Members shall be entitled to vote for each lot in which they hold the interest required for membership. When more than one person holds such interest or interests in any lot, all such persons shall be members, and the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such lot. Said voting rights shall be subject to the restrictions and limitations provided hereinafter and in the Declaration.

(3) Any action by the Association which must have the approval of the Association membership before being undertaken, shall require the vote or written assent of the same percentage of each class of membership during the time that there are two outstanding classes of membership.

(4) Where the vote or written assent of each class of membership is made a prerequisite to the initiation of action by the Association, any requirement elsewhere in these regulations that the vote of the Subdivider shall be excluded in any such determination shall not be applicable.

Section 3. Quorum. At all meetings of the members entitled to vote, fifty-one percent (51%) of such members shall be necessary to constitute a quorum. If any meeting cannot be held because a quorum is not present, the owners present, either in person or by proxy, may adjourn the meeting to a time not less than five (5) days nor more than thirty (30) days from the time the original meeting was called, at which time the quorum requirement shall be reduced to forty-four percent (44%) of the members entitled to vote. Except as provided below, if there is a quorum, a fifty-one percent (51%) vote of the members present either in person or by proxy and entitled to vote shall be sufficient for the passage of any motion or the adoption of any resolution. Where the owner of any lot is a corporation or partnership, the nominee of such corporation or partnership shall have the voting rights and the right to be elected to serve on the Board.

The following matters shall require a vote of at least two-thirds (2/3) of the owners present, either in person or by proxy, and entitled to vote, unless specifically indicated that a three-quarter (3/4) vote is required.

(a) The recall of any officer or member of the Board.

(b) The levy of special assessments for emergency expenditures.

(c) The determination of whether or not to rebuild improvements after partial destruction. Three-fourths (3/4) vote is required for determination of whether or not to rebuild improvements after total destruction.

(d) The increase or decrease in the amount of monthly maintenance charges.

(e) The authorization and/or ratification of a financial and/or management agent.

Section 4. Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

Section 5. Cumulative Voting. Every lot owner entitled to vote at any election for Directors of the Association may cumulate his votes and give one candidate a number of votes equal to the number of Directors to be elected.

### ARTICLE III

#### ADMINISTRATION

Section 1. Association Responsibilities. The owners of the lots will constitute the Association, which Association will have the responsibility of administering the project, approving the annual budget, establishing and collecting monthly assessments, special assessments and arranging for the management of the project pursuant to an agreement, containing provisions relating to the duties, obligations, removal and compensation of a management agent.

Section 2. Place of Meetings. Meetings of the Association shall be held at the principal office of the project or such other suitable place convenient to the owners as may be designated by the Board of Directors.

Section 3. Annual Organization Meetings. The first annual organization meeting of the Association shall be held within thirty (30) days following the sale by the Subdividers of thirty (30) lots, but in any event not later than six months following the sale of the first lot, whichever shall first occur. Thereafter, the annual meetings of the Association shall be held at 8:00 P.M. on the third Monday of January of each succeeding year. At such meetings there shall be elected by ballot of the owners entitled to vote a Board of Directors in accordance with the requirements of Section 5 of Article II of these By-laws. The owners may also transact such other business of the Association as may properly come before them.

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of the owners as directed by resolution of the Board of Directors or upon a petition signed by any ten (10) of the owners entitled to vote and having been presented to the Secretary or by members representing not less than fifteen percent (15%) of the voting power residing in members other than Declarant. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof and shall be sent by the secretary to the owners at least ten (10) days before the meeting. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each owner of record, at least ten (10) days prior to such meeting. The mailing of a notice in the manner provided in this Section shall be considered notice served.

Section 6. Order of Business. The order of business at all annual meetings of the owners of lots shall be as follows: (a) roll call; (b) proof of notice of meeting or waiver of notice; (c) reading of Minutes of preceding meeting; (d) reports of officers; (e) report of committees; (f) election of directors; (g) unfinished business; and (h) new business.

Section 7. Action without Meeting. Any action, which under the provisions of the California Corporations Code may be taken at a meeting of the owners, may be taken without a meeting if authorized by a writing signed by all of the owners who would be entitled to vote at a meeting for such purpose, and filed with the Secretary.

#### ARTICLE IV

##### BOARD OF DIRECTORS

Section 1. Number Qualification and Term. The affairs of the Association shall be governed by a Board of Directors composed of five persons, all of whom must be owners or agents of owners of lots in the project, who shall be elected by the Association at its annual meeting for a term of one (1) year to serve concurrently.

Section 2. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by these By-laws directed to be exercised and done by the owners. The powers of the Board of Directors shall include but not be limited to the following:

- (a) enforce the provisions of the Declaration of Restrictions, By-laws or other agreement; pay taxes and assessments which are or could become a lien on the Common Property held by the Association;
- (b) contract for and pay fire, casualty, liability and other insurance provided for in this Declaration for the common areas owned by the Association.
- (c) contract for and pay maintenance, gardening, utilities, materials and supplies, and services relating to the common areas and to employ personnel necessary for the operation of the project, including legal and accounting services as provided for in the Declaration;
- (d) pay for reconstruction of any portion or portions of the common areas damaged or destroyed which are to be rebuilt as provided for in the Declaration;
- (e) delegate its powers;
- (f) enter into any lot when necessary in connection with the enforcement of Declaration for which the Association is responsible.

Section 3. Other Duties. In addition to duties imposed by these By-laws or by resolutions of the Association, the Board of Directors shall be responsible for the following: (a) care, upkeep and surveillance of the common areas and facilities and enforcement of the Declaration; (b) collection of monthly and special assessments from the owners; (c) designation and dismissal of the personnel necessary for the maintenance and operation of the common areas and facilities and the enforcement of the Declaration; (d) formulate rules for the operation of the Common Areas and facilities owned or controlled by the Association; and (e) prepare a budget as provided for in the Declaration of Establishment of Covenants, Conditions, Restrictions and Reservations and, in addition thereto, prepare a balance sheet as of an accounting date which is the last day of the month closest in time to six months from the date of closing of the first sale of an interest in the subdivision, and an operating statement for the period from the date of the first closing to the said accounting date, shall be distributed within 60 days after the accounting date. This operating statement shall include a schedule of assessments received and receivable identified by the number of the subdivision interest and the name of the entity assessed.

Section 4. Management Agent. The Board of Directors may employ for the Association a management agent at a compensation established by the Board to perform such duties and services as the Board shall authorize including, but not limited to, the duties listed in Section 3 of this Article.

Section 5. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

Section 6. Removal of Directors. At any regular or special meeting of owners duly called, any one or more of the Directors may be removed with or without cause by a two thirds (2/3) vote of the owners entitled to vote and a successor may then and there be elected to fill the vacancy thus created (by cumulative voting as provided in Article II, Section 5). Any Director whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting. Unless the entire governing body is removed from office by the vote of Association members, an individual governing body member shall not be removed prior to the expiration of his term of office if the number of votes cast against his removal is greater than the quotient arrived at by dividing the total number of votes that may be cast under cumulative voting procedures by a divider equal to 1 plus the authorized number of governing body members.

Section 6(a). Director Elected by Owners other than Declarant. During such period of time as both Class A and Class B memberships exist, at least one Director shall be elected by the votes of owners other than Declarant whether or not owners other than Declarant have a sufficient percentage of the voting power to elect a member of the Board of Directors through cumulating all of their votes.

A member of the Board of Directors elected to office solely by the votes of owners other than Declarant may be removed from office prior to the expiration of his term of office only by the vote of at least a simple majority of the voting power residing in owners other than Declarant.

Section 7. Organization Meeting. The first meeting of a newly elected Board of Directors shall be held immediately upon the adjournment of the organization meeting of the owners, and shall at such time elect from its members a President, Vice President, Secretary, and Treasurer, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 8. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined within the subdivision, from time to time, by a majority of the Directors, but at least one such meeting shall be held during each three (3) month period. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraphs, at least three days prior to the day named for such meeting. Notice of the time and place of such meeting shall be posted at a prominent place or places within the Common Area.

Section 8(a). Board Meetings Open to Members. Regular and Special Meetings of the Board of Directors shall be open to all members of the Association, provided, however, that non-board members may not participate in any deliberation of discussion unless expressly so authorized by the vote of a majority of a quorum of the Board of Directors. The Board of Directors may, with the approval of a majority of a quorum of its members, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

Section 9. Special Meetings. Special meetings of the Board of Directors may be called by the President on three days notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) Directors other than the President.

Section 10. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 11. Board of Directors' Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. Should there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called, may be transacted without further notice.

Section 12. Action without Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 13. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

Section 14. Independent Audit. After the close of each fiscal year, the Board shall have an independent audit of the accounts of the Association, and upon completion of said audit, cause to be prepared and delivered to each lot owner no later than ninety (90) days after close of each fiscal year a true and exact copy thereof.

Section 15. Restrictions on Powers of Board of Directors. The Board of Directors shall be prohibited from taking any of the following actions except with the vote or written assent of a majority of the voting power of the Association residing in members other than Declarant:

1. Entering into a contract with a third person wherein the third person will furnish goods or services from the Common Area or the Association for a term longer than one year with the following exceptions:
  - a. A contract with a public utility company if the rates charged for the materials or services are regulated by the Public Utilities Commission provided, however, that the term of the contract shall not exceed the shortest term for which the supplier will contract at the regulated rates.
  - b. Pre-paid casualty and/or liability insurance policies of not to exceed three years duration, provided that the policy permits for short rate cancellation by the insured.
2. Incurring aggregate expenditures for capital improvements to the common area in any fiscal year in excess of 5% of the budgeted gross expenses of the Association for that fiscal year.
3. Selling during any fiscal year property of the Association having an aggregate fair market value greater than 5% of the budgeted gross expenses of the Association for that fiscal year.
4. Paying compensation to members of the Board of Directors or to officers of the Association for services performed in the conduct of the Association's business provided, however, that the Board of Directors may cause a member or officer to be reimbursed for expenses incurred in carrying on the business of the Association.

Section 16. Inspection of Association's Books and Records.

- a. The membership register, books of account and minutes of meetings of the members, of the Board of Directors and of committees of the Board of Directors of the Association shall be made available for inspection and copying by any member of the Association or by his duly-appointed representative, at any reasonable time and for a purpose reasonably related to his interest as a member, at the office of the Association or at such other place within the subdivision as the Board of Directors shall prescribe.
- b. The Board of Directors shall establish reasonable rules with respect to:

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(1) Notice to be given to the custodian of the records by the member desiring to make the inspection.

(2) Hours and days of the week when such an inspection may be made.

(3) Payment of the cost of reproducing copies of documents requested by a member.

c. Every director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make extracts and copies of documents.

## ARTICLE V

### OFFICERS

Section 1. Designation. The principal officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected by and from the Board of Directors. The directors may appoint an assistant secretary, and such other officers as in their judgment may be necessary.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of president of an Association, including but not limited to the power to appoint committees from among the owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 4. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 5. Secretary. The Secretary shall keep the Minutes of all meetings of the Board of Directors and the Minutes of all meetings of the Association. He shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of Secretary.

Section 6. Treasurer. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors.

ARTICLE VI

OBLIGATIONS OF THE OWNERS

Section 1. (A) Assessments. The owner of each lot is obligated to pay monthly (and any special) assessments imposed by the Association to meet all project communal expenses, which includes but is not limited to common area taxes, public liability and fire insurance premiums, common area utilities, common area reserve for replacements, common area management and service fees. The assessments shall be divided equally between all owners of lots subject to the Declaration including those owners annexed pursuant to Article I of the Declaration. The nature and mechanics of assessment and consequences of non-payment are described with specificity in the Declaration.

Section 2. It shall be the obligation of each lot owner to comply with the General Restrictions on All Lots and the Specific Restrictions on All Lots. Obligations of Lot Owners as set forth in Articles VIII and IX of the Declaration.

Section 3. Right of Entry. The Architectural Committee as provided for in the Declaration shall have the right from time to time to enter on any lot subject to this Declaration for the purpose of determining if new construction is proceeding in compliance with the Declaration.

Section 4. Use Restrictions.

(a) Each lot owner shall be liable to the Association for any damage to the commonly owned areas or any equipment thereon which may be sustained by reason of the negligence of said owner, his family, guests, or invitees, to the extent that any such damage shall not be covered by insurance.

(b) No lot owner may exempt himself from liability for his specified contribution to said maintenance fund by any waiver of the use of enjoyment of said common areas, or by the leasing or abandonment of his lot.

(c) No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind, shall be permitted upon 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 or in any lot.

(d) No lot owner shall execute or file for record any instrument which imposes restrictions upon the sale, leasing or occupancy of his lot on the basis of race, color, creed, or religion.

ARTICLE VII

AMENDMENTS TO BY-LAWS

Section 1. These By-laws may be amended by the Association in a duly constituted meeting for such purposes or by written consent as provided in Article III, Section 7 hereof, and no amendment shall take effect unless approved by owners representing at least 51% of the total voting interest of all lots in the project subject to the Declaration, including those owners annexed pursuant to Article I of the Declaration, and provided further that no amendment

shall take effect unless approved by the California Real Estate Commissioner if such approval is required by the provisions of California Business and Professions Code, Section 11018.7. It shall be the responsibility of the Board of Directors to mail a notice of any such Declaration and By-laws amendments to all First Mortgagees.

ARTICLE VIII

The following terms, as used in these By-laws shall have the same meaning as are applied to such terms in the Declaration: "Project", "Lot", "Common Area", "Unit", "Mortgage", and "Mortgagee".

ARTICLE IX

In case any of these By-laws conflict with any provisions of the laws of the State of California, such conflicting By-laws shall be null and void upon final court determination to such effect, but all other By-laws shall remain in full force and effect. In the event any of these By-laws conflict with any provisions of the Declaration, the Declaration provisions shall control.

The waiver of any part of these By-laws shall not be deemed to be a continuing waiver, and any provision hereof may be enforced by the Association after a prior waiver thereof.

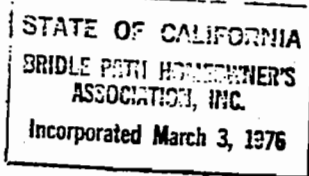
CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify, that:

1. I am the duly elected and acting Secretary of Bridle Path Homeowners Association, a California non-profit corporation; and

2. The foregoing By-laws constitute the By-laws of the corporation duly adopted at the meeting of the Board of Directors thereof duly held on \_\_\_\_\_, 1976.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the corporation this \_\_\_\_\_ day of \_\_\_\_\_, 1976.



\_\_\_\_\_  
Secretary

(Corporate Seal)

When Recorded Return To:  
Bridle Path Homes  
606 Wilshire Blvd., Suite 120  
Santa Monica, California 90401

DECLARATION OF ESTABLISHMENT  
OF COVENANTS, CONDITIONS, RESTRICTIONS  
AND RESERVATIONS

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BHA PAGE  
000017

**This Will Certify That this is a full true and correct**

copy of the instrument recorded in the office of the  
County Recorder of Ventura County, State of California,  
recorded 9:3:76..... as Document No. 80448  
Book 4665... Pages 23... to 104....  
exclusive of Official Records.

-continued-

TITLE INSURANCE AND TRUST COMPANY  
By: *L.M. Carter*.....

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DECLARATION OF ESTABLISHMENT  
OF COVENANTS, CONDITIONS, RESTRICTIONS  
AND RESERVATIONS

KNOW ALL MEN BY THESE PRESENTS That BRIDLE PATH HOMES, a Limited Partnership, "DECLARANT", Owner of the real property in the City of Simi Valley, County of Ventura, State of California, described as:

Lots 1 to 59 inclusive of Tract No. 2476, in the City of Simi Valley, County of Ventura, State of California, as per map recorded in Book 67, Page 85 of Maps, in the office of the County Recorder of said County,

Hereby certifies and declares that it has established and does hereby establish a general plan for the protection, development, improvement and maintenance of said property designed for the mutual benefit of each and every part and portion thereof, and has fixed and does hereby fix the protective provisions, covenants, conditions, restrictions, exceptions, reservations, liens and charges (hereinafter sometimes referred to as "Conditions") upon and subject to which all parts and portions of said property shall be improved, held, leased, sold and/or conveyed by declarant, its successors or assigns, as such Owner, each and all of which is and are for the mutual benefit of said property and each and every portion thereof, and shall run with the land and inure to and pass with said property, and each and every part and portion thereof, and are, and each thereof is, imposed upon said property and each and every part thereof, as a mutual, equitable servitude in favor of each and every part and portion thereof, as the dominant tenement or tenements.

ARTICLE I

ADDITIONAL PROPERTY

Section 1. Annexation of Additional Property. Declarant owns certain additional real property contiguous to the property described above, said property consisting of approximately 800 acres, described in Exhibit "A" attached hereto, which Declarant proposes to subdivide into approximately 650 lots plus Common Areas in units of approximately 65 lots per unit. The Declarant, its successors or assigns, shall have the right, but shall be under no duty, to institute annexation of such property in accordance with the following:

(A) The annexation of additional property and subjecting it to the jurisdiction of the Association shall require the affirmative vote, at a Special Meeting duly called for this purpose, of two-thirds (2/3) of the entire Class A Membership and two-thirds (2/3) of the entire Class B Membership.

(B) The real property described in Exhibit "A" attached hereto may be annexed to the Association in one of more units by Developer without the assent of the Class A members provided, however, that the Development of such additional lots shall be in accordance with a general plan submitted to the Division of Real Estate, State of California, prior to such development. Such annexation shall be accomplished no later than the second anniversary of the original issuance of the most recently issued Public Report by the Division of Real Estate for an annexation of a portion of the property described in Exhibit "A" attached hereto and which, in no event, shall be later than the fourth anniversary of the original issuance of the Subdivision Public Report for Tract 2476.

(C) Annexation shall be accomplished by a duly recorded Declaration of Declarant, its successors or assigns, if annexation is pursuant to Paragraph (B) hereof, or by the owners of the annexed property if annexation is pursuant to Paragraph (A) hereof. The Declaration of Annexation shall describe the property annexed and state that it is made pursuant to the terms hereof for the purpose of annexing the property so described to the said property and extending the jurisdiction of the Association to cover the same. If the annexation occurs after an election by the members, it shall so state, including a statement of the time and place of the meeting, the date of notice, the number of members present, the number of members who voted in favor of the annexation, and the Declaration shall be verified and acknowledged by two or more members of the Board. Such a Declaration recorded in accordance with the terms hereof shall be conclusive in favor of all persons who rely thereon in good faith. From and after annexation, the property annexed shall be subject to the terms hereof, the Articles of Incorporation and the By-Laws, including the provisions of Article II, Section 2, hereof.

Section 2. Non-Exclusive Easement. Within thirty (30) days following any recording, Declarant or the Association will record an appropriate document granting to the owner of residential lots within the said property and any property previously added thereto an easement for the non-exclusive use of the Common Areas and Bridle Trails within the additional property for the purposes set forth in this Declaration. Following the recordation of an instrument conveying the non-exclusive easement in the Common Area to the owners, a photocopy of the recorded instrument will be mailed to each owner of a residential lot in the said property or any property added thereto, together with a notice containing:

(A) A reference to this Declaration, which reference shall state the date of recording hereof and the Book or Books of records of Ventura County, California, and Page Numbers, where this Declaration is recorded.

(B) A statement that the provisions of this Declaration shall apply to the added property in the manner set forth in Section 1 of this Article.

(C) An exact description of the added property together with lot designations of the common area and residential lots within the added property.

Section 3. Additional Easement Usage. Within thirty (30) days following any recording, Declarant or the Association will record an appropriate document granting to the owner of residential lots within any added property the non-exclusive easement to use the common properties and bridle trails of the said property and any property previously added thereto, for the purposes set forth in this Declaration.

ARTICLE II

THE BRIDLE PATH HOMEOWNERS ASSOCIATION

Section 1. Incorporation of Association. Declarant has caused the incorporation under the laws of the State of California of the Bridle Path Homeowners Association (referred to herein as the "Association") as an agency to which shall be delegated and assigned the powers of administering and enforcing the conditions of the Declaration and of administering and maintaining the common properties and facilities of said tract.

Section 2. Membership. Every person or entity, including Declarant, who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessment by the Association, including contract sellers, 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 assessment by the Association. Ownership of such lot shall be the sole qualification for members; however, owners of utility sites and the Association itself shall not be members. Any owner of an interest merely as security for the performance of an obligation shall not be a member.

Section 3. Classes of Membership. The association shall have two classes of voting membership.

Class A. Class A members shall be all those owners as defined in Section 2 hereof with the exception of the Declarant. Class A members shall be entitled to one vote for each lot in which they hold the interest required for membership by Section 2 hereof. When more than one person holds such interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves 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. The Class B member shall be entitled to three (3) votes for each lot in which it holds the interest required for membership by Article II, provided that the Class B membership shall cease and be converted to Class A membership in the happening of any of the following events, whichever occurs earlier:

(A) When the total votes outstanding in the Class A membership equal Four Hundred and Eighty-eight (488), which represents seventy-five (75) per cent of the maximum number of lots which may be developed;

(B) The expiration of a three (3) year period after issuance by the Division of Real Estate of the State of California of a final Subdivision Public Report with respect to any portion of the property described in Exhibit "A" without further issuance of a later such report with respect to any other portion of such property annexed pursuant to Article II, Section 2, hereof; or

(C) The expiration of seven (7) years from the date hereof.

Section 4. Cumulative Voting. Any member shall be entitled to cumulate his votes in any election or removal of Directors.

### ARTICLE III

#### USE OF PROPERTY

Section 1. Residential Lots. Lots 1 to 59, both inclusive, of Tract No. 2476, shall be known and described as residential lots, and shall be used for single-family residential purposes only, and only one such single-family residence shall be constructed on any one residential lot. The Declarant shall have the right to designate from time to time one or more residential lots to be used for model homes and/or a sales office or offices. This right shall terminate seven (7) years from the date hereof.

Section 2. Recreational Sites. That property described in Exhibit "B" attached hereto, together with such additional property as may be conveyed to the Association hereafter, shall be used solely for recreational purposes for the benefit and use of the owners and tenants of the other lots and parcels in the Tract. Said properties are referred to herein as "Common Properties", and such term shall also include areas in the Tract set aside and designated as bridle trails.

### ARTICLE IV

#### COMMON PROPERTIES

Section 1. Legal Title. Legal title to the common properties will be vested in the Association.

Section 2. Right of Enjoyment. Every member of the Association shall have a right and easement of enjoyment in and to the common properties and such easement shall be appurtenant to and shall pass with the title to every lot. Such right and easement, however, shall be subject to the following:

(A) The right of the Association, as provided in its Articles or By-Laws, to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations. Upon written request any member of the Association charged with an infraction of the published rules and regulations of the Association will be granted a hearing before the Board of Directors before the taking of any action by the Board on such infraction or non payment. Action taken by the Board of Directors at such hearing will be final; and

(B) The right of the Association to grant easements for utilities in, over and upon the common properties.

(C) The right of the Association to charge reasonable admission and other fees for the use of the common properties; and

(D) The right of the Association to limit the number of guests of members.

Section 3. Management of Common Properties.

(A) The Homeowners Association is charged with the management and maintenance of all of the common properties. All improvements located within the common properties, such as landscaping, parks, recreational facilities, travelways, and parking areas, shall be maintained in a safe condition and a state of good repair.

(1) Any failure to maintain such improvements located within the common properties shall be, and the same is hereby declared to be, unlawful and a public nuisance endangering the health, safety and general welfare of the public and a detriment to the surrounding community.

(2) In addition to any other remedy provided for by law for the abatement, removal and enjoinder of such public nuisance, the City of Simi Valley, after giving proper notice, may cause the necessary work of maintenance or repair to be done, and the cost thereof shall be assessed against the member or members of the Association. In the event the City of Simi Valley shall cause any work to be done pursuant hereto then the City shall have a lien for the charges for such work in the same manner and to the same extent as if such work had been done by the Association and in the enforcement of such lien shall have full access to and benefit of the lien provisions and remedies created hereby in favor of the Association including the right of foreclosure of such liens by following the same procedures as are authorized in this Declaration to be followed by the Association.

ARTICLE V

ASSESSMENTS

Section 1. Assessments for Operating and Maintaining the Common Properties. The Association shall make assessments as herein provided to cover the cost of operating and maintaining the common properties; provided, however, that the governing body of the Association may not, without the vote or written assent of a majority of the voting power of the Association residing in members other than the subdivider, impose a regular annual assessment per subdivision interest which is more than 20% greater than the regular assessment for the immediately preceding fiscal year.

Section 2. Computation of Assessment. Not less than sixty (60) days prior to the end of each calendar year, the Board of Directors of the Association shall estimate the cost of operating and maintaining the common properties for the ensuing year, shall add thereto a reasonable and adequate reserve

and shall add thereto any existing deficit in the funds available for operating and maintaining the common properties. The total of said sums shall then be divided into as many parts as there are lots subject to this Declaration and any Supplemental Declaration (excluding the "common properties"); I.E., there shall be fifty-nine (59) of such parts until such time as additional property is added hereto by Supplemental Declaration. One of these parts shall constitute the annual assessment to be paid by each owner of the lots and parcels. One-twelfth (1/12) of such assessment shall be payable on the first (1st) day of each month of said ensuing year. Notice of such assessment shall be given to each owner sixty (60) days before the first (1st) day of January of such ensuing year.

Section 3. Unsold Lots. Assessments charged to unsold lots shall be the debt of the Declarant.

Section 4. Initial Assessment. For months prior to December 31, 1976, the amount of each owner's monthly assessment is hereby fixed at Fifteen Dollars (\$15.00) per month.

Section 5. Commencement of Assessment. The owners of all lots in said Tract No. 2476 and the owners of all lots subject to assessment in any subsequently annexed tract shall become liable for their respective monthly assessments commencing on the first day of the month following the recording of the first sale of a subdivision interest to the purchaser thereof.

Section 6. Special Assessments. The levying of any special assessment shall require the affirmative vote of two-thirds (2/3) of the entire Class A membership and two-thirds (2/3) of the entire Class B membership. In addition, assessments may be made against individual lots pursuant to the provisions of Article X, Section 8.

Section 7. Right to Collect. The Association shall have the right to collect assessments by suit or otherwise. In the event the Association employs an attorney to collect such assessment, there shall be added thereto reasonable costs and attorney's fees. The whole of such assessment, together with such costs and attorney's fees, shall be and become a lien upon the lot or parcel of the owner from whom such assessment is due, when the Association causes to be recorded with the County of Ventura, State of California, a Notice of Assessment, which shall state the amount of such assessment and such costs and attorney's fees, a description of the property against which the same has been assessed, and the name or names of the record owner or owners thereof. Such Notice shall be signed by the Chairman of the Board or his attorney or agent. Upon payment of said assessments, cost and fees in connection with which such Notice has been so recorded, or other satisfaction thereof, the Board shall cause to be recorded, a further Notice stating the satisfaction and the release of the lien thereof.

Section 8. Rights of Mortgage Holders. Such lien and the right to foreclose the same shall be in addition to, and not in substitution of, all the rights and remedies available at law or in equity to enforce the provisions hereof, and shall be enforced by the Board for the benefit of the owners, other than the defaulting owner. Such lien shall be subject and subordinate to and

shall not affect the rights of the holder of any recorded first or second mortgage or deed of trust upon the interest of an owner made in good faith and for value, whether now existing or recorded at any time hereafter. Any such lien shall be prior to all declarations of homestead recorded with respect to any lots or parcels. No amendment of this paragraph shall affect the rights of the holder of such first or second mortgage or deed of trust who does not consent to such amendment. In the event any lien imposed under the provisions of this paragraph is destroyed by reason of foreclosure of any superior mortgage or deed of trust, there shall be a lien on the interests of the purchaser at such foreclosure sale to secure all assessments charged to the owner of such interest after the date of such foreclosure sale, which lien shall have the same effect and be enforced in the same manner as herein provided. Upon the request of any owner of any lot or parcel in said Tract the Board shall furnish for the benefit of any prospective purchaser or prospective encumbrancer of such, a statement showing all amounts then due which are secured by such lien.

Section 9. Power of Sale. In the event of default by any owner in the payment of any assessment, the Association in addition to the alternative right of the Association to collect said assessment by action in court, shall enforce such lien by conducting a sale of the property which is the subject thereof in accordance with the provisions of law then applicable to the exercise of powers of sale in mortgages. The Association shall have the power to bid at the sale and to hold, lease, mortgage, encumber and convey any property purchased at such sale.

Section 10. Notice. Notice of default and notice of sale having been given as then required by law as in the case of the non-judicial foreclosure of mortgages with power of sale, and not less than the time then required by law as in the case of such foreclosure having elapsed after the recordation of such notice of default, the Association with or without demand on said owner shall sell said property at the time and place of sale fixed by said Notice of Sale as a whole at public auction to the highest bidder, for cash, in lawful money of the United States payable at the time of sale. The Association may postpone such sale by announcement at such time and place of sale and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. The Association, as Attorney In Fact with the power of sale, shall deliver to the purchaser a Deed in the name of the owner in default executed by its authorized officers conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including the owner of any lot or parcel within said Tract, may purchase at such sale. Alternatively, the Association shall have the power to enforce such lien by a judicial foreclosure.

Section 11. Application of Proceeds. After deducting all costs, fees and expenses, including cost of evidence of title and reasonable counsel fees, the Association shall apply the proceeds of said to payment of:

- (A) All sums expended under the terms hereof but not prepaid, with accrued interest at seven per cent (7%) per annum;
- (B) All other sums then secured hereby; and
- (C) The remainder, if any, to the person or persons legally entitled thereto.

Section 12. Evidence of Authorization. The certificate of the Secretary of the Association recorded in the Office of the County Recorder of Ventura County, California, certifying the names of the officers of the Association and that such officers have been authorized to give notices and to execute deeds or other documents in connection with the lien provided for in this subparagraph and the foreclosure thereof, shall be conclusive evidence of such authorization.

Section 13. Notification of Association. In the event that any member decides to sell his lot, such person shall notify the Association in writing. The purpose of this requirement is to permit the Association to verify the member's current standing regarding the payment of assessments. Should a member fail to notify the Association of any such intended transfer, the member and the purchaser shall be jointly and severally liable personally for the payment of assessment accruing prior to the date the purchaser acquires title to the lot.

#### ARTICLE VI

#### RIGHT OF CITY OF SIMI VALLEY TO COMPEL PERFORMANCE

In consideration of the approval of the development of the real property to which this Declaration relates by the City of Simi Valley, California (the "City"), Declarant hereby covenants and agrees, and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, and all heirs, executors, administrators, assigns, and successors agree, as follows:

Section 1. City's Remedies. In the event that any or all of any part of the real property taxes, irrigation taxes and/or other taxes or assessments that may be imposed by any public entity, including the City, on the common properties shall remain unpaid and in default more than three months after the due date thereof, the City, as beneficiary of the covenants and agreements contained in this Declaration on the part of the Declarant and on the part of each member and all successors in interest, and as the agent of the Association and in the name of the Association, may do any of the following:

(A) Do or perform any act the Association may do or perform.

(B) In the event the Association fails to do so at the time specified and at the time set forth in its by-laws and in this Declaration, the City may, without otherwise complying with provisions of this Declaration and said by-laws, fix the annual assessment against each lot.

(C) If the City in its discretion determines that the Association is not diligently attempting to collect the amounts owing the Association, the City may, as the agent and in the name of the Association, take any such legal steps to collect such amounts by actions at law or in equity or as may otherwise be provided in this Declaration, as the City may determine to be necessary in each individual case.

(D) If the City takes any steps not involving court proceedings to collect any sums which should be paid to the Association as provided for in this Declaration, the City may fix the amount of reasonable attorney's fees in each case and the amount of attorney's fees so fixed shall be binding upon the Declarant and owners.

Section 2. Costs of Enforcement. In the event that the City shall exercise any of the remedies afforded to it under the preceding section, any sums recovered from such suit or foreclosure sale or judicial foreclosure proceedings shall be applied first to cover the City's cost of suit or foreclosure, including, but not limited to, filing fees, title company charges, miscellaneous foreclosure charges, and reasonable attorney's fees. The balance of any sums so recovered shall then be applied against any amount which is then lawfully owing to the City or other public entities. All remaining sums shall belong to the Association.

ARTICLE VII

GENERAL PROVISIONS REGARDING

COMMON PROPERTIES

Section 1. Restoration and Repair. In the event of the total or partial destruction or damage to any of the improvements erected upon the common properties it shall be the duty of the Association to restore and repair the same to their former condition as promptly as practicable and in a lawful and workmanlike manner. The proceeds of any insurance shall be made available for such purpose subject to the prior rights of mortgagees or beneficiaries of deeds of trust whose interest may be protected by such insurance policies. In the event that the amount available from the proceeds of such insurance policies shall be inadequate to complete such restoration and repair, the Association may, by vote of two-thirds (2/3) or more of the voting members, authorize the necessary restoration and repair. In the event of an affirmative vote, a special assessment shall be levied to provide the necessary funds for such restoration and repair, over and above the amount of any insurance proceeds available for such purpose. Such assessment shall be due at such time or times as determined by such vote and shall be enforced in the same manner as the assessments provided for by Article V hereof.

Section 2. Insurance. Adequate public liability and fire insurance covering the common properties and all structures situated thereon, in amounts satisfactory to holders of deeds of trust, shall be obtained by the Association as promptly as possible and shall be maintained in force at all times, the premiums thereon to be paid out of assessment funds. Nothing herein contained shall preclude any owner from carrying such public liability insurance as he may deem desirable to cover his individual liability for damage to person or property occurring on the common properties.

Section 3. Damage Due to Negligence. The owner of any lot or parcel shall be liable to the Association for any damage to the common properties or any structure or equipment thereon which may be sustained by reason of the intentional or negligent act of omission of such owner or of his guest or invitees.

Section 4. Regulations for Usage. Regulations for the use of the common properties may be adopted by the Board of Directors of the Association at a duly constituted meeting. No such regulations shall conflict with the provisions of this Declaration.

Section 5. NO EXEMPTIONS. No owner may exempt himself from liability for his assessment by waiver of the use or enjoyment of the common properties or by the abandonment of his interest in the common properties.

Section 6. Inspection of Books. The record owner of any lot or parcel in said Tract may at any time at his own expense cause an audit or inspection to be made of the books and financial records of the Association in the manner provided by the By-Laws of the Association.

Section 7. Amending Declaration. The provisions of this Declaration, insofar as they relate to the management and control of the common properties, may be amended from time to time by the written consent of two-thirds (2/3) of the voting members of the Association; If the two class structure is still in effect such amendment shall require the vote or written consent of the prescribed percentage of both classes of membership; subject however to the condition that the City of Simi Valley, California ("said City") shall have the power to veto any amendment to this Declaration and to void any written agreement purporting to terminate this Declaration or any of the covenants herein contained, if, in the opinion of said City, such amendment or written agreement would be detrimental to or have an adverse effect upon the complete and proper maintenance of the common area. No amendment to this Declaration or written agreement purporting to terminate this Declaration or any of the covenants herein contained shall take effect until thirty (30) days following written notice thereof to said City (Attention: City Attorney) in order to afford said City the opportunity to exercise its right of veto of either thereof. If no veto has been exercised by said City within thirty (30) days after the receipt of written notice of such amendment or written agreement, said amendment or written agreement shall thereafter become effective when recorded in the Office of the County Recorder of Ventura County, California.

Section 8. Improvements on Common Properties. No improvements of any kind or nature shall be constructed, altered, or allowed to remain on the common properties except stables, or barns, riding ring, jumping course, clubhouse, swimming pools, tennis courts, lakes and ponds, recreational facilities, bridle paths, fences or similar improvements for the benefit or use of all the members of the Association. All such improvements shall be approved by the Architectural Committee, as elsewhere herein provided, and shall conform and harmonize in appearance, location on the site, and cost with existing structures on the subject properties, and the overall development plans for the lands subject to this Declaration.

Section 9. Limitations on Use of Common Properties.

(a) Firearms. No guns or firearms of any nature shall be used on any of the common properties except by a policeman, sheriff, authorized armed guard or other such officer in the performance of his official duties.

(b) Hunting. No hunting of any nature shall be allowed on any of the common properties, whether by firearms, bow and arrow, or otherwise.

(c) Motor Vehicles. No motor vehicle, motorized bicycle or motorized vehicle of any nature may be used on the common properties except as follows:

(i) Ambulance, police or fire vehicles of the City of Simi Valley, County of Ventura, or State of California in performance of official duties.

(ii) Maintenance equipment of the Homeowners Association in the performance of work authorized by the Association.

(iii) Such motor vehicles as are specifically authorized by written authorization from the Homeowners Association for specific occasions but not for general use.

Section 10. Written Notices. Notices to and requests of the Association shall be in writing and shall be sufficient if personally served on the Chairman of the Board of Directors or if sent by United States Certified or Registered Mail, Return Receipt Requested, to the Chairman of the Board of Directors at the address which he may from time to time designate as the address to which notices to him should be sent as hereinafter provided. Notices to or requests of Declarant shall be sent by United States Certified or Registered Mail, Return Receipt Requested, to 606 Wilshire Boulevard, Suite 120, Santa Monica, California 90401. Notices to or requests of any owner (other than Declarant) of any lot or parcel in said Tract shall be in writing and shall be sufficient if personally served upon such owner or if sent by United States Certified or Registered Mail, Return Receipt Requested, to such owner at the address which such owner may from time to time designate, by notice in writing given in accordance with this paragraph to the Association. In the event of the failure of any owner to so designate the address to which notices to or requests of him may be sent, such notices or requests shall be sufficient if mailed by United States Certified or Registered Mail to such owner at the address of any lot or parcel of his within said Tract. The Chairman of the Board of Directors and Declarant may change the address to which notices to either of them shall be sent by notice given in accordance with this paragraph to the Association.

ARTICLE VIII

THE ARCHITECTURAL COMMITTEE

Section 1. Creation. The Architectural Committee is hereby created with the rights, powers, privileges and duties herein set forth. Said Committee shall be Declarant or any three (3) persons designated by Declarant, as a successor committee, except as provided in Section 2 of this Article VIII.

In the event of the death, incompetency, resignation or inability of act of any member of said Committee the remaining member or members shall designate a successor. Declarant may at its sole discretion at any time assign by supplemental declaration its powers of removal and appointment with respect to said committee to such Association or corporation as Declarant may select and subject to such terms and conditions with respect to the exercise thereof as Declarant may impose.

After one (1) year from the date of the sale of the first subdivision interest, the governing body of the Association shall have the power to appoint one (1) member of the Architectural Committee. Members appointed to the Architectural Committee by the governing body of the Association shall be from the individual buyer membership of the Association.

Section 2. Transfer of Powers. After Four Hundred Eighty-Eight (488) lots have been sold in Tract 2476 and in subdivision of adjoining lands now owned by Declarant or, in any event, within seven (7) years from the date of sale of the first lot or after the expiration of a three (3) year period after issuance by the Division of Real Estate of the State of California of a Final Subdivision Public Report with respect to any portion of the property described in Exhibit "A" without further issuance of a later such report with respect to any other portion of such property annexed pursuant to Article I , hereof, whichever of the foregoing events occurs earlier, the power to replace and fill vacancies among the members of said Architectural Committee, shall belong solely to and be exercisable only by the Bridal Path Homeowners' Association referred to in Article II hereof.

Section 3. Procedure. All plans and specifications and other material required or permitted to be filed with the Architectural Committee hereunder shall be filed at 506 Wilshire Boulevard, Suite 120, Santa Monica, California 90401, or such other office as Declarant shall specify in a supplemental declaration. The Architectural Committee's approval or disapproval on matters required by this Declaration shall be by majority vote of the Committee.

Section 4. Function. The function of the Architectural Committee, in addition to the functions set forth elsewhere in this Declaration, shall be to consider and approve or disapprove any plans and specifications or other materials submitted to it with respect to buildings, fences or other structures to be erected, constructed, installed, altered, placed or maintained on lots, and for the alteration or remodeling of or additions to any then existing structure on lots, so that all structures shall conform to the provisions hereof the general plan of development and such rules and regulations as said Committee may adopt for the improvement and development of subject property.

Section 5. Variances. Where circumstances, such as topography, location of property lines, location of trees, or other matters require, the Architectural Committee, by an affirmative vote of a majority of the members of the Architectural Committee, may allow the reasonable variances as to any of the covenants and restrictions contained in this Declaration, in such terms and conditions as it shall require.

Section 6. Right of Entry. The Architectural Committee shall have the right from time to time to enter on any lot subject to this Declaration for the purpose of determining if new construction is proceeding in compliance with this Declaration.

Section 7. Architectural Committee Not Liable. The Architectural Committee shall not be liable in damages to any person or association submitting any architectural plans for approval, or to any owner or owners of lands subject to this Declaration, by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove, with regard to such architectural plans. Any person or association acquiring the title to any such property, or any person or association submitting plans to the Architectural Committee for approval, by so doing does agree and covenant that he or it will not bring any action or suit to recover damages against the Architectural Committee, its members as individuals, or its advisors, employees or agents.

Section 8. Written Records. The Architectural Committee shall keep for at least five (5) years, complete permanent written records of all applications for approval submitted to it (including one set of all preliminary sketches and all architectural plans so submitted) and of all actions of approval or disapproval and all other actions taken by it under the provisions of this Declaration.

ARTICLE IX

GENERAL RESTRICTIONS ON ALL LOTS

Section 1. Zoning Regulations. No lands subject to this Declaration shall ever be occupied or used by or for any structure or purpose or in any manner which is contrary to the zoning and health ordinances, resolutions, rules and regulations of the City of Simi Valley, Ventura County, California, validly in force from time to time.

Section 2. No Mining, Drilling; or Quarrying. No mining, quarrying, tunneling, excavating, or dilling for any substances within the earth, including oil, gas, minerals, gravel, sand, rock, and earth, shall ever be permitted within the limits of any subdivided lots subject to this Declaration.

Section 3. No Noxious Activity. No lands subject to this Declaration shall ever be occupiess/ for any commercial or business purpose, except as permitted under Article III, Section 1, hereof, nor for any noxious activity. Nothing shall be done or permitted to be done on any of said lands which is a nuisance or might become a nuisance to the owner or owners of any of said lands.

Section 4. Animals. Owners and Lessees of said lands may have ordinary household pets belonging to the household so long as such pets are disciplined and do not constitute an undue annoyance to other owners and lessees of said land. The Architectural Committee shall have the power to require any owner or lessee of said lands to remove any animal or any household pet belonging to it which is not disciplined or which constitutes an undue annoyance to the other owners or lessees of said land. Horsekeeping is permitted submect to the ordinances pertaining thereto of the City of Simi Valley.

Section 5. No Resubdivision. No lots in the lands subject to this Declaration shall ever be resubdivided into smaller lots nor conveyed or encumbered in any less than the full original dimensions as shown on said recorded plats.

Section 6. Combining Lots. If two or more contiguous residential lots are owned by the same owner or owners, they may be combined into one or more larger residential lot or lots by means of a written document executed and acknowledged by all the owners thereof, approved by the Architectural Committee, the City of Simi Valley, and recorded in the real property records of Ventura County, California. Thereafter, the new and larger lot or lots shall each be considered as one residential lot for all the purposes of this Declaration, except that each separate lot thus combined into a larger lot shall continue to be deemed a separate lot for assessment purposes under Article V hereof.

Section 7. Underground Utility Lines. All water, gas, electrical, telephone and other electronic pipes and lines and all other utility lines within the limits of said land must be buried underground and may not be carried on overhead poles nor above the surface of the ground.

ARTICLE X

SPECIFIC RESTRICTIONS ON ALL LOTS.  
OBLIGATIONS OF LOT OWNERS.

Section 1. Number and Location of Buildings. No buildings or structures shall be placed, erected, altered, or permitted to remain on any residential lot other than one single family dwelling house with a single kitchen and containing a minimum living area of one thousand four hundred and fifty (1,450) square feet of floor space exclusive of garages, porches, and terraces, and not to exceed the following accessory buildings and structures.

- (A) One attached or detached garage, and
- (B) Two barns, stables or other non-residential buildings other than a garage.

The Architectural Committee, in addition to its other powers and duties hereunder, shall have the authority to limit the number of permitted accessory buildings or structures on any residential lot.

Section 2. Height Limitations. No building shall be more than one story in height except that where special topographic conditions prevail the Architectural Committee, at its sole discretion, may approve one story and basement or subterranean room structures not to exceed twenty-eight (28) feet in height measured vertically from the lowest portion above ground of the foundation of such building.

Section 3. Metal or Plastic Roofs or Awnings, Towers and Antennae. No metal or plastic roofs or awnings, no towers, and no exposed or outside radio, television or other electronic antennae shall be allowed or permitted to remain on any residential lot.

Section 4. Tanks. No elevated tanks of any kind shall be erected, placed or permitted upon any residential lot. Any tank used in connection with any dwelling house or other structure on any residential lot, including tanks for storage of gas, fuel oil, gasoline, oil, or water, shall be buried.

Section 5. Used or Temporary Structures. No used or previously erected or temporary house, structure, house trailer, or non-permanent out-buildings shall ever be placed, erected, or allowed to remain on any residential lot except during construction periods, and no dwelling house shall be occupied in any manner prior to its completion.

Section 6. Garbage Disposal. Each dwelling house or other structure containing a kitchen constructed on any residential lot shall be equipped with a garbage grinder or garbage disposal unit of a type approved by the Architectural Committee.

Section 7. Specific Obligations Imposed on Each Lot and Owner Thereof. Declarant, as part of the planned development of which each lot hereunder is a part, is installing the following items (except ground cover to be installed by buyer) prior to the first sale of each house and lot contained within the subdivision. These items are installed not only for the benefit of the individual lot owner, but for the maintenance and beautification of the entire Tract.

(A) Fences. Declarant will install fences and, in some instances, cement block walls on each lot prior to the first sale of same by Declarant. It is the obligation of each owner to maintain said fences and walls in good condition and repair. Said obligation will be the joint obligation of adjoining lot owners where the fence or wall is on the property line. No such fence or wall may be altered or eliminated except with the written consent of the Architectural Committee. No new fence or wall may be erected without the written approval of the Architectural Committee.

(B) Trees. Trees installed on each lot by Declarant prior to the first sale thereof must be watered, fertilized, maintained and, if necessary, replaced by each owner at his own expense, such replacement to be a tree of the same species.

(C) Ground Cover. Within one hundred twenty (120) days after close of escrow on the original sale of each home by Declarant, owner shall plant a lawn or other suitable ground cover in the front yard setback area of his lot and must thereafter maintain the same in good condition. This includes the ground cover on the five feet between the street curb and the bridle path or adjoining the front sidewalk, as the case may be.

(D) Parkway Trees. Trees installed in the five foot area between the front curb and the bridle path or in the five foot area adjoining the sidewalk, as the case may be, must be watered, fertilized and maintained by each lot owner and, if necessary, replaced by each owner at his expense, such replacement to be in a tree of the same species.

(E) Drainage. Water Flow. It is the concept of this subdivision that the natural contours of the land will be left undisturbed except for necessary general lot grading by Declarant. Many lots will have a water course drainage area on a portion of the lot not occupied by the house or garage. Each lot down grade from other lots or other property must accept the said overflow of water falling toward its property and may not disturb the flow over the terrain as it exists at the time the property is first acquired from Declarant. No diverting structure or device may be installed or erected which interferes with said flow of water.

(F) Drainage Devices. Drainage devices which have been constructed on a lot prior to the time the lot was first sold by Declarant, except those devices deeded to the City or the Ventura County Flood Control District for maintenance, must be maintained by the owner of the lot on which the same is located. If said devices are on common lot lines, it is the obligation of all owners on which said structure is located to jointly maintain the same. Maintenance includes keeping the same clean and free of debris or obstructions.

(G) Obstructions. No stable, structure or device shall be erected in an area of natural water flow which could constitute a dam or obstruction causing water to back up during a rain storm.

(H) Cleaning Bridle Paths. It is the obligation of each lot owner to keep that portion of the bridle path which fronts on or is on the lot of such owner, clear of debris.

(I) Lot Survey Stakes and Marks. At the time of first sale of each lot by Declarant the corners of each lot will be marked with permanent survey marks or stakes. It is the obligation of each lot owner to preserve such marks and stakes and to replace the same at his own expense if required by Association to determine the location of lot lines.

(J) Maintenance of Bridle Paths by Association. To the extent that may be required by the City of Simi Valley, it will be the obligation of the Association to maintain the grading, repair erosion and abate weeds on all bridle trails within recorded subdivisions under the jurisdiction of the Association.

Section 8. Enforcement by Association. Right of Entry. In the event any owner fails to comply with the provisions of Paragraphs A through I of Section 7 of this Article X, the Homeowners Association, after five (5) days written notice mailed to such owner at the address of his property covered by these covenants, conditions, restrictions and reservations, may proceed to have said work done and may charge the reasonable value of doing such work to the owner of said lot. In connection therewith, the Association, and its agents, shall have the right to enter upon said property to do such work.

Section 9. Parking. Garage Doors. Access from the front yard to the rear yard of each lot measuring nine feet six inches (9'6") or more in width, has been established and provided by Declarant prior to the sale of each home in this Tract. Trucks, other than delivery trucks making deliveries to said property, trailers, campers, recreational vehicles of all types, and boats must be parked in an area other than in the street or in the front yard set back of each lot. Garage doors must be kept closed at all times except for ingress and egress of cars.

Section 10. Easements. Easements for installation and maintenance of utilities, drainage facilities and equestrian trails are reserved as described in the Deeds of record for each lot subject to this Declaration.

#### ARTICLE XI

#### ENFORCEMENT

Section 1. Enforcement Action. The Architectural Committee, acting on behalf of the Association, shall have the right to prosecute any action to enforce the provisions of all of these Covenants by injunctive relief, on behalf of itself and all or part of the owners of land subject to this Declaration. In addition, each owner of any of said lands, including the Association, shall have the right to prosecute any action for injunctive relief and for damages by reason of any violation of these Covenants. A breach of any of the Restrictions, Conditions, Covenants, Liens and Charges herein contained shall not defeat nor render invalid the lien of any mortgage or Deed of Trust made in good faith and for value as to said lots, or any part thereof, but such Restrictions, Conditions, Covenants, Liens and Charges shall be binding upon and effective against any owner thereof whose title thereto is acquired by foreclosure(s), Trustee's sale or otherwise.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Covenants to Run. All the covenants contained in this instrument shall be a burden on the title to all the lands subject to this Declaration, and the benefits thereof shall inure to the owners of all said lands, and the benefits and burdens of all said covenants shall run with the title to all said lands.

Section 2. Termination of Covenants. The covenants contained in this Declaration shall be binding for a period of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by two-thirds (2/3) of the voting members of the Association has been recorded, agreeing to change said covenants in whole or in part.

Section 3. Initial Grant Deeds. Every initial grant deed conveying a lot or parcel subject to the provisions of this Declaration shall contain specific language indicating to the purchaser that the provisions of this Declaration are expressly incorporated by reference into said deed. Declarant shall insure that each original owner of a lot or parcel receives a copy of this Declaration.

Section 4. Severability. Should any part or parts of these covenants be declared invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining covenants.

Section 5. Paragraph Headings. The paragraph headings in this instrument are for convenience only and shall not be construed to be a part of the covenants contained herein.

IN WITNESS WHEREOF, BRIDLE PATH HOMES, a Limited Partnership, has caused this Declaration to be executed and delivered by its duly authorized officers this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, to be effective at the date and time of recording hereof.

BRIDLE PATH HOMES, A LIMITED PARTNERSHIP

BY: CARLTON BUILDERS, GENERAL PARTNER

By: Arthur E. Edmunds, Pres.

By: Frances S. Kraft, Secy.

TO 440 C  
(Corporation as a Partner of a Partnership)

STATE OF CALIFORNIA }  
COUNTY OF LOS ANGELES } SS.

On September 2, 1976 before me, the undersigned, a Notary Public in and for said State, personally appeared ARTHUR E. EDMUNDS known to me to be the President, and FRANCES S. KRAFT known to me to be the Secretary of CARLTON BUILDERS the corporation that executed the within instrument and known to me to be the persons who executed the within instrument on behalf of said corporation, said corporation being known to me to be one of the partners of BRIDLE PATH HOMES the partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same.

NOTARY PUBLIC

WITNESS my hand and official seal.  
Signature: \_\_\_\_\_  
DOROTHY CAVALIERE  
Name (Typed or Printed)

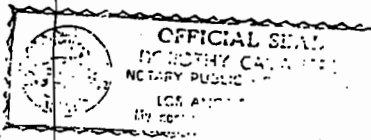


EXHIBIT "A"

Parcels 1 through 13, inclusive, in the County of Ventura, State of California, as shown on parcel maps filed in Book 17, Pages 96, 97 and 98 of Parcel Maps in the Office of the County Recorder of said County.

Except therefrom all oil, gas, minerals, hydrocarbon substances and rights thereto below a depth of 500 feet without right of surface entry.

EXHIBIT "C"

A portion of Section 17, Township 2 North, Range 18 West, Rancho Simi, per map recorded in the office of the County Recorder of Ventura, County State of California in Book 3 of Miscellaneous Records (Maps) at Page 7, described as follows:

Beginning at the corner common to Sections 16, 17, 20 and 21 Township 2, North, Range 18 West of said Rancho Simi, as shown on map recorded in Book 37, Page 27 of Record of Surveys in the office of said County Recorder; thence Westerly and along the Southerly line of said Section 17, South 89° 49' 32" East 358.52 feet to the Southeast corner of Parcel "B" as described in deed recorded in the office of said County Recorder in Book 746, Page 430 of Official Records. Said Southeast corner being the True Point of Beginning; thence Westerly along the Southerly line of said Parcel "B".

1st: - South 89° 49' 32" West 1,037.62 feet to the Southwest corner of said Parcel "B"; thence along the Westerly line of said Parcel "B" the following nine (9) courses,

2nd: - North 42° 48' 19" West 215.28 feet; thence

3rd: - North 27° 14' 49" West 247.83 feet; thence

4th: - North 18° 18' 11" East 147.30 feet; thence

5th: - North 76° 49' 49" West 184.89 feet; thence

6th: - North 27° 21' 44" West 189.14 feet; thence

7th: - North 33° 30' 44" West 176.30 feet; thence

8th: - North 52° 27' 05" West 195.85 feet; thence

9th: - North 29° 00' 29" West 172.06 feet; thence

10th: - North 3° 39' 22" West 103.34 feet to the Northerly terminus of the tenth (10th) course of said Parcel "B" as described in deed recorded in the office of said County Recorder in Book 746, Page 430 of Official Records; thence along the Northerly line of Parcel "B" and the Southerly line of Tract No. 1572-3, as shown on map recorded in Book 45, Page 49 of Miscellaneous Records (Maps) in the office of said County Recorder,

11th: - North 89° 54' 51" East 1,732.93 feet to the Southeast corner of said Tract 1572-3, said Southeast corner being on the Easterly line of said Parcel "B" thence Southerly along said last mentioned line,

12th: - South 0° 04' 03" East 1,382.26 feet to the True Point of Beginning.

Except therefrom all oil, gas, minerals, hydrocarbon substances and rights thereto below a depth of 500 feet without right of surface entry.

Those portions of Tracts "C" and "D"; the Southeast quarter of Section 17, the North quarter of Section 21 and that portion of the Northeast quarter of Section 20, all in Township 2 North, Range 18 West, Rancho Simi, in the County of Ventura, State of California, as per map recorded in Book 3, Page 7 of Maps, in the office of the County Recorder of said County, described as a whole as follows:

Beginning at a rock mound on the summit of hill on the South side of the Valley of Simi, at Station "C" of John T. Stow's triangulation survey of said Rancho Simi, and Station "C" being at the Northwest corner of Tract "B", as delineated upon the above described map of said Rancho Simi, and at the Northeast corner of said Tract "C"; thence along the boundary line between the said Tracts "B" and "C";

- 1st: - South 35° 09' East 8057.94 feet crossing over open hills to a stake marked "X.6" set in mound of rocks on summit of high ridge; thence,
- 2nd: - South 16° 13' East 5,988.18 feet over rough and broken hills, to a station on line summit of Santa Susana Range of mountains, at a point in the North line of Tract "P" as delineated upon the above-described map of said Rancho Simi, at the corner common to said Tracts "B" and "C"; thence, along the Northerly line of said Tract "P",
- 3rd: - South 73° 47' West 12,021.90 feet along summit of mountains to the corner common to Tracts "C" and "D" and "P" of said Rancho Simi, at Corner No. 6 of the final survey of said Rancho Simi, and Corner No. 8 of the final survey of Rancho El Conejo; thence, along the boundary line between Tracts "D" and "C",
- 4th: - North 29° 44' East 5,791.50 feet to a lone oak tree standing on point of high, broken ridge; thence,
- 5th: - North 22° 21' West 5,202.12 feet descending over broken hills and Canada to a 4" x 4" x 42" redwood fence post set for corner common to Sections 20, 21, 28, and 29, Township 2 North, Range 18 West, Rancho Simi, on point of hill on East side of the Canada De La Lena, said point being the Southerly terminus of the 2nd course recited as, "North 17° 44' West 2,771.62 feet; in Parcel 3 in the quitclaim deed, recorded July 11, 1969, as Document No. 36129, in Book 3516, Page 580 of Official Records; thence, along said 2nd course,
- 6th: - North 17° 44' West 2,771.62 feet to the northerly line of said Tract "D"; thence along said northerly line,
- 7th: - West 18.37 feet, more or less, to the southerly terminus of the 4th course described as a curve concave easterly having a radius of 2,089.73 feet, in Parcel 2 in the partition deed recorded December 29, 1969, as Document No. 67875 in Book 3599, Page 485 of Official Records; thence, along the boundary of said land by the following 3 courses,
- 8th: - Northerly along said curve through a central angle of 35° 08' 28" an arc distance of 1,287.42 feet to a point; thence, tangent to said curve,
- 9th: - North 17° 45' 45" East 1,375.94 feet to a point, said point being the beginning of a curve concave westerly having a radius of 1,619.07 feet; thence,
- 10th: - Northerly along said curve, having a central angle of 17° 49' 48", an arc distance of 503.84 feet to the point of cusp with a line parallel to and at all points distant west at right angles 363 feet from the east line of said Section 17, said line bears South 0° 04' 03" East from the Southeasterly corner of Tract No. 1572-3, as per map recorded in Book 45, Page 49 of Maps; thence, along said line,

EXHIBIT "B" (Cont'd.)

- 11th: - South  $0^{\circ} 04' 03''$  East 421.41 feet, more or less, to the southerly line of said Section 17; thence, along said southerly line,
- 12th: - East 363 feet to the southeasterly corner of said Section 17, said point being the corner common to Sections 17, 16, 20 and 21, Township 2 North Range 18 West; thence, along the northerly line of said Section 21,
- 13th: - East 2,640 feet to the most northerly northwest corner of said Tract "C"; thence, along the northwesterly line of said Tract "C",
- 14th: - North  $71^{\circ} 16'$  East, 1,793.88 feet to the POINT OF BEGINNING.

Except therefrom all oil, gas, minerals, hydrocarbon substances and rights thereto below a depth of 500 feet without right of surface en

Also except that portion of said land lying northerly of the southerly lines and the westerly, and easterly prolongations thereof, of Parcels 13 and 14 as shown on Parcel Maps filed in Book 17, Pages 97 and 98 of Parcel Maps, in the office of the County Recorder of said County.

Also except any portion included within the boundaries of Parcels 1 and 2 as deeded Southern California Edison Company by deed recorded December 5, 1967 in Book 3231, Page 102, Official Records.

When Recorded Mail To:  
CARLTON BUILDERS  
606 Wilshire Blvd., Suite 120  
Santa Monica, CA 90401

140009

BOOK 5009 PAGE 301

Documentary Stamps NONE  
By: [Signature]

309106 Ai

AMENDMENT TO DECLARATION OF ESTABLISHMENT OF  
COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS

THE DECLARATION of Covenants, Conditions, Restrictions, and Reservations (C C & R's), heretofore executed by the undersigned and recorded September 3, 1976, in Book 4665, Pages 83 to 104 inclusive, Official Records of the County Recorder of the County of Ventura, State of California,

AND THE DECLARATION of Annexation of Real Property to said C C & R's, recorded on March 28, 1977, in Book 4803, Page 386, Official Records of said County,

AND THE DECLARATION of Annexation of Real Property to said C C & R's, recorded on September 22, 1977, in Book 4950, Page 782, Official Records of said County, ARE HEREBY AMENDED AS FOLLOWS:

1. There is added to Article IX, Section 4, of said C C & R's an additional paragraph 4(a) reading as follows:

"Section 4(a). Horses. A stable must be erected on each lot where one or more horses are kept. In addition, there must be erected a fenced-in dry paddock area contiguous to said stable. Unattended horses must be kept within such stable and dry paddock area at all times. It is the obligation of each owner to prevent horses from damaging trees or plants or grasses on owner's property to the extent that ground erosion may result therefrom."

2. There is added to Article X, Section 7(C) of said C C & R's an additional paragraph reading as follows:

"Erosion Control. On lots containing a graded slope of 5 to 1 or steeper, developer has planted a city approved mixture of drought resistant native seed mix. It is the obligation of each owner to maintain the growth of such planting and, if necessary, to plant and establish growth of additional such seeds on such areas."

3. Article X, Section 7(F) of said C C & R's is hereby deleted in its entirety and the following new Section 7(F) is hereby added to said C C & R's"

"(F) Drainage Devices. Drainage devices which have been constructed on a lot prior to the time the lot was first sold by Declarant, except those devices deeded to the City or the Ventura County Flood Control District for maintenance, must be maintained by the owner of the lot on which the same is located. In the event that conditions of water flow develop so that, in the opinion of the Architectural Committee, additional drainage devices are necessary to protect any land covered by this declaration from water damage or erosion, the Architectural Committee shall have the authority and right of access to erect such drainage devices on the lot of any owner, but at no cost to such owner for the construction of such devices. If said devices are on common lot lines, it is the obligation of all owners on which said structure is located to jointly maintain the same. Maintenance includes keeping the same clean and free of debris or obstructions.

Dated: December 5, 1977  
Recorded 12-7-77 in Book 5009, Pages 301-2,  
Official Records, County Recorder's Office,  
County of Ventura, State of California.

BRIDLE PATH HOMES, A LIMITED PARTNERSHIP  
BY: CARLTON BUILDERS, GENERAL PARTNER  
BY: [Signature] President  
BY: [Signature] Secretary

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When Recorded Return to:  
CARLTON BUILDERS  
606 Wilshire Blvd., Suite 120  
Santa Monica, California 90401

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COMPARED

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BOOK 4803 PAGE 386  
RECORDED AT REQUEST OF  
TITLE INS. & TRUST CO. 71  
AT 3:30 PM. PAST 2 M.  
OFFICIAL RECORDS VENTURA COUNTY  
MAR 28 1977  
Robert L. Hansen  
RECORDER

DECLARATION OF ANNEXATION OF REAL PROPERTY TO  
DECLARATION OF ESTABLISHMENT OF COVENANTS,  
CONDITIONS, RESERVATIONS AND RESTRICTIONS

THIS DECLARATION of Annexation, made this 25th day of March, 1977, by BRIDLE PATH HOMES, a Limited Partnership,

WHEREAS Bridle Path Homes, a Limited Partnership, has, as Declarant, heretofore caused to be recorded a Declaration of Establishment of Covenants, Conditions, Reservations and Restrictions, hereinafter referred to as "Restrictions", in the Office of the County Recorder of the County of Ventura, State of California, said Restrictions being recorded September 3, 1976, in Book 4665, Pages 83 to 104, inclusive, and

WHEREAS said Restrictions, in Article I thereof, provide for the annexation of certain additional property thereto, and

WHEREAS the real property described as Tract 2576-1, as per map recorded in the Office of the County Recorder of Ventura County, State of California, in Book 70, Pages 91-97 incl., and the real property described as Tract 2576-2, as per map recorded in the Office of the County Recorder of Ventura County, State of California, in Book 71, Pages 1-6 incl., are both contained within the property provided for such annexation in said Restrictions and are both owned by Bridle Path Homes, a Limited Partnership, and

WHEREAS such annexation is being made pursuant to the provisions of Article I, Section 1(B) of said Restrictions,

NOW, THEREFORE, Bridle Path Homes, a Limited Partnership, does hereby annex all of the property and lots contained within said above described Tracts 2576-1 and 2576-2 to said Restrictions and does hereby subject said Tracts 2576-1 and 2576-2 to the provisions of said Restrictions for the same purposes and in like manner as Lots 1 to 59, inclusive, of said Tract 2476 are subject to the provisions of said Restrictions.

BRIDLE PATH HOMES, A LIMITED PARTNERSHIP

BY: CARLTON BUILDERS, GENERAL PARTNER

By: Arthur E. Edmunds  
President

By: James S. Kraft  
Secretary

BHA PAGE  
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BOOK 4950 PAGE 782

COPIES COMPARED  
FEE \$4 2

RECORDED AT REQUEST OF  
TITLE INS. & TRUST CO. - 71  
AT 4:15 MIN. PAST 2 P.M.  
OFFICIAL RECORDS VENTURA COUNTY

SEP 22 1977

*Robert L. Hanson*  
RECORDER

DECLARATION OF ANNEXATION OF REAL PROPERTY TO  
DECLARATION OF ESTABLISHMENT OF COVENANTS,  
CONDITIONS, RESERVATIONS AND RESTRICTIONS

THIS DECLARATION of Annexation, made this 19th day of September, 1977, by BRIDLE PATH HOMES, a Limited Partnership,

WHEREAS Bridle Path Homes, a Limited Partnership, has, as Declarant, heretofore caused to be recorded a Declaration of Establishment of Covenants, Conditions, Reservations and Restrictions, hereinafter referred to as "Restrictions", in the Office of the County Recorder of the County of Ventura, State of California, said Restrictions being recorded September 3, 1976, in Book 4665, Pages 83 to 104, inclusive, and

WHEREAS said Restrictions, in Article I thereof, provide for the annexation of certain additional property thereto, and

WHEREAS the real property described as Tract 2576-3, as per map recorded in the Office of the County Recorder of Ventura County, State of California, in Book 73, Pages 41-50 incl., is contained within the property provided for such annexation in said Restrictions and is owned by Bridle Path Homes, a Limited Partnership, and

WHEREAS such annexation is being made pursuant to the provisions of Article I, Section 1(B) of said Restrictions,

NOW, THEREFORE, Bridle Path Homes, a Limited Partnership, does hereby annex all of the property and lots contained within said above described Tract 2576-3 to said Restrictions and does hereby subject said Tract 2576-3 to the provisions of said Restrictions for the same purposes and in like manner as Lots 1 to 59, inclusive, of said Tract 2476 are subject to the provisions of said Restrictions.

BRIDLE PATH HOMES, A LIMITED PARTNERSHIP  
BY: CARLTON BUILDERS, GENERAL PARTNER

By: *Arthur E. Edmunds*  
Arthur E. Edmunds, President

By: *Kathleen M. Olson*  
Kathleen M. Olson, Secretary

BHA PAGE  
000041

When recorded mail to:  
CARLTON BUILDERS  
1715 Stewart Street  
Santa Monica, CA 90404

RECORDED AT REQUEST OF BOOK 5174 PAGE 101  
TITLE INS. & TRUST CO. - 71  
AT 8:01 A.M.

79548

OFFICIAL RECORDS VENTURA COUNTY

JUL 3 1 1978

COMPARED

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Robert L. Haman  
RECORDER

DECLARATION OF ANNEXATION OF REAL PROPERTY TO  
DECLARATION OF ESTABLISHMENT OF COVENANTS,  
CONDITIONS, RESERVATIONS AND RESTRICTIONS

THIS DECLARATION of Annexation, made this 27th day of July,  
19 78, by BRIDLE PATH HOMES, a Limited Partnership,

WHEREAS Bridle Path Homes, a Limited Partnership, has, as Declarant,  
heretofore caused to be recorded a Declaration of Establishment of Covenants,  
Conditions, Reservations and Restrictions, hereinafter referred to as "Re-  
strictions", in the Office of the County Recorder of the County of Ventura,  
State of California, said Restrictions being recorded September 3, 1976, in  
Book 4665, Pages 83 to 104, inclusive, and

WHEREAS said Restrictions, in Article I thereof, provide for the  
annexation of certain additional property thereto, and

WHEREAS the real property described as Tract 2576-4, as per map  
recorded in the Office of the County Recorder of Ventura County, State of  
California, in Book 78, Page 1 of maps, is contained within the  
property provided for such annexation in said Restrictions and is owned by  
Bridle Path Homes, a Limited Partnership, and

WHEREAS such annexation is being made pursuant to the provisions of  
Article I, Section 1(B) of said Restrictions,

NOW, THEREFORE, Bridle Path Homes, a Limited Partnership, does hereby  
annex all of the property and lots contained within said above described  
Tract 2576-4 to said Restrictions and does hereby subject said Tract 2576-4  
to the provisions of said Restrictions for the same purposes and in like  
manner as Lots 1 to 59, inclusive, of said Tract 2476 are subject to the pro-  
visions of said Restrictions.

BRIDLE PATH HOMES, a Limited Partnership

BY: CARLTON BUILDERS, General Partner

BY: Arthur E. Edmunds  
Arthur E. Edmunds, President

BY: Kathleen M. Olson  
Kathleen M. Olson, Secretary

BHA PAGE  
000042

WHEN RECORDED RETURN TO:  
Twentieth Century Development Corp.  
9777 Wilshire Blvd. Suite 818  
Beverly Hills, CA 90212

COMPLETED

121007

OFFICIAL RECORDS OF  
VENTURA COUNTY RECORDER  
ROBERT L. HAMM

BOOK 5525 PAGE 457

OCT 30 8 01 AM '79

RECORDED AT REQUEST OF:  
TITLE INS. & TRUST - 71

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DECLARATION OF ANNEXATION OF REAL PROPERTY TO  
DECLARATION OF ESTABLISHMENT OF COVENANTS,  
CONDITIONS, RESERVATIONS AND RESTRICTIONS

THIS DECLARATION of Annexation, made this 26th day of October, 1979,  
by BRIDLE PATH HOMES, a Limited Partnership,

WHEREAS Bridle Path Homes, a Limited Partnership, has, as Declarant,  
heretofore caused to be recorded a Declaration of Establishment of Covenants,  
Conditions, Reservations and Restrictions, hereinafter referred to as "Re-  
strictions", in the Office of the County Recorder of the County of Ventura,  
State of California, said Restrictions being recorded September 3, 1976, in  
Book 4665, Pages 83 to 104, inclusive, and

WHEREAS said Restrictions, in Article I thereafter, provide for the  
annexation of certain additional property thereto, and

WHEREAS the real property described as Tract 2576-5, as per map recorded  
in the Office of the County Recorder of Ventura County, State of California,  
in Book 84, Pages 78-85 inclusive, is contained within the property provided  
for such annexation in said Restrictions and is owned by Bridle Path Homes,  
a Limited Partnership, and

WHEREAS such annexation is being made pursuant to the provisions of  
Article I, Section 1 (B) of said Restrictions,

NOW, THEREFORE, Bridle Path Homes, a Limited Partnership, does hereby  
annex all of the property and lots contained within said above described  
Tract 2576-5 to said Restrictions and does hereby subject said Tract 2576-5  
to the provisions of said Restrictions for the same purposed and in like  
manner as Lots 1 to 59, inclusive, of said Tract 2476 are subject to the  
provisions of said Restrictions.

BRIDLE PATH HOMES, a Limited Partnership  
BY: TWENTIETH CENTURY DEVELOPMENT CORP,  
General Partner

BY: James Fischgrund  
James Fischgrund, President

BY: Kathleen M. Olson  
Kathleen M. Olson, Secretary

TO 448 C  
(Corporation as a Partner of a Partnership)

(TI)

STATE OF CALIFORNIA }  
COUNTY OF Los Angeles } ss.

On October 26, 1979 before me, the undersigned, a Notary Public in and for  
said State, personally appeared James Fischgrund known to me to be the  
President and Kathleen M. Olson known to me to be the  
Secretary of Twentieth Century Development Corp. the corporation that executed

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the within instrument and known to me to be the persons who  
executed the within instrument on behalf of said corporation,  
said corporation being known to me to be one of the partners of  
Bridle Path Homes the partnership  
that executed the within instrument, and acknowledged to me  
that such corporation executed the same as such partner and  
that such partnership executed the same.

WITNESS my hand and official seal.  
Signature Dorothy Cavaliere



Dorothy Cavaliere  
Name (Typed or Printed)

When Recorded Mail To:

TWENTIETH CENTURY DEVELOPMENT CORP.  
9777 Wilshire Boulevard, Suite #818  
Beverly Hills, California 90212

COMPARED  
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\$4  
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RECORDS REQUEST OF  
TITLE INS. & TRUST - 11

JUN 5 8 01 AM '80

VEN. COUNTY RECORDER  
ROBERT L. HAMM

U 5 1 6 4 3  
5205665 REC 180

AMENDMENT TO DECLARATION OF ESTABLISHMENT OF  
COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS

THE DECLARATION of Covenants, Conditions, Restrictions,  
and Reservations (C C & R's) heretofore executed by BRIDLE PATH  
HOMES, and recorded September 3, 1976 in Book 4665, Pages 83 to 104  
inclusive, Official Records of the County Recorder of the County  
of Ventura, State of California,

AND THE AMENDMENT TO THE DECLARATION of Covenants, Conditions,  
Restrictions (C C & R's), heretofore executed and recorded  
December 7, 1977, in Book 5009, Pages 301 and 302, Official  
Records of the County Recorder of the County of Ventura, State  
of California,

AND THE DECLARATION OF Annexation of Real Property to said  
C C & R's, recorded on March 28, 1977, in Book 4803 Page 386,  
Official Records of said County,

AND THE DECLARATION OF Annexation of Real Property to said  
C C & R's, recorded on September 22, 1977, in Book 4950, Page 782,  
Official Records of said County,

AND THE DECLARATION of Annexation of Real Property to said  
C C & R's, recorded on July 31, 1978, in Book 5174, Page 101,  
Official Records of said County,

AND THE DECLARATION OF Annexation of Real Property to said  
C C & R's, recorded on October 26, 1979, in Book 84, Pages 78  
to 83 inclusive, Official Records of said County

ARE HEREBY AMENDED AS FOLLOWS:

1. There is added to Article VII, Section 9 (c) of said  
C C & R's an additional subparagraph (iv) reading as follows:

(c) Motor Vehicles

(iv) The declarant may use motor vehicles in  
connection with the sale of lots and houses

2. ARTICLE X, Section 7., (E) Drainage. Water Flow

IS AMENDED TO READ AS FOLLOWS:

It is the concept of this subdivision that portions of the  
natural contours of the land will be left undisturbed, and many  
lots will have a water course drainage area on a portion of the  
lot not occupied by house or garage. These undisturbed areas  
of each lot down grade from other lots or other properties must  
accept the said overflow of water falling toward its property and



WHEN RECORDED RETURN TO  
Twentieth Century Development Corp.  
9777 Wilshire Boulevard - Suite 818  
Beverly Hills, California 90212

COMPARED  
PAID BY CK  
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084519  
BOOK 5727 PAGE 488  
VENTURA COUNTY RECORDER  
RUFERT L. HAMM  
SEP 12 6 01 AM '80

DECLARATION OF ANNEXATION OF REAL PROPERTY TO

DECLARATION OF ESTABLISHMENT OF COVENANTS, CONDITIONS, RESERVATIONS AND RESTRICTIONS, AT THE REQUEST OF:  
TITLE INS. & TRUST - 71

THIS DECLARATION of Annexation, made this 10th day of September, 1980, by BRIDLE PATH HOMES, a Limited Partnership,

WHEREAS Bridle Path Homes, a Limited Partnership, has, as Declarant, heretofore caused to be recorded a Declaration of Establishment of Covenants, Conditions, Reservations and Restrictions, hereinafter referred to as "Restrictions", in the Office of the County Recorder of the County of Ventura, State of California, said Restrictions being recorded September 3, 1976, in Book 4665, Pages 83 to 104, inclusive, and

WHEREAS said Restrictions, in Article I thereafter, provide for the annexation of certain additional property thereto, and

WHEREAS the real property described as Tract 2576-7, as per map recorded in the Office of the County Recorder of Ventura County, State of California, in Book 86, Pages 86 to 92 inclusive, is contained within the property provided for such annexation in said Restrictions and is owned by Bridle Path Homes, a Limited Partnership, and

WHEREAS such annexation is being made pursuant to the provisions of Article I, Section 1 (B) of said Restrictions,

NOW, THEREFORE, Bridle Path Homes, a Limited Partnership, does hereby annex all of the property and lots contained within said above described Tract 2576-7 to said Restrictions and does hereby subject said Tract 2576-7 to the provisions of said Restrictions for the same purposed and in like manner as Lots 1 to 59, inclusive, of said Tract 2476 are subject to the provisions of said Restrictions.

BRIDLE PATH HOMES, a Limited Partnership  
BY: TWENTIETH CENTURY DEVELOPMENT CORP.,  
General Partner

By: James Fischgrund  
James Fischgrund, President

By: Beverly Fischgrund  
Beverly Fischgrund, Secretary

STATE OF CALIFORNIA )  
                          ) SS  
COUNTY OF LOS ANGELES)

BOOK 5727 PAGE 488A

On September 10, 1980, before me, the undersigned, a Notary Public in and for said State, personally appeared James Fischgrund, known to me to be the President and Beverly Fischgrund, known to me to be the Secretary of Twentieth Century Development Corp., the corporation that executed the within instrument and known to me to be the persons who executed the within instrument on behalf of said corporation, said corporation being known to me to be one of the partners of Bridle Path Homes, the partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same.

WITNESS my hand and official seal.

Signature

*Maryann Maybin*

Maryann Maybin



BHA PAGE

000047

John M. Williamson  
Attorney at Law  
5775 Los Angeles Ave., Suite 228  
Simi Valley, CA 93063

TICOR TITLE INS. CO.  
OF CALIFORNIA - 71

RECORDED

RECORDED IN OFFICIAL RECORDS  
OF VENTURA COUNTY, CALIFORNIA  
30 MIN. 1 P.M. JUL 20 1984  
PAST  
RICHARD D. DEAN, COUNTY RECORDER

354451-114

AMENDMENT TO DECLARATION OF ESTABLISHMENT OF COVENANTS,

CONDITIONS, RESTRICTIONS AND RESERVATIONS

THIS AMENDMENT TO DECLARATION, made by BRIDLE PATH HOMEOWNERS ASSOCIATION, A NON-PROFIT CORPORATION (hereinafter referred to as "Association") and BRYANT FINANCIAL CORPORATION, a California Corporation (hereinafter referred to as "Declarant") is hereby set forth as follows:

FE \$

COMPARE

WHEREAS, Declarant is the owner of certain property in the City of Simi Valley, State of California, described as:

Lots 368 to 422, inclusive and Lot 424, of Tract 2576-7, in the City of Simi Valley, County of Ventura, State of California, as per map recorded in Book 86, pages 86 to 92 inclusive of Maps, in the office of the County Recorder of said County.

WHEREAS, Declarant is the successor in interest to BRIDLE PATH HOMES, A LIMITED PARTNERSHIP, the Original Developer and Declarant of the Covenants, Conditions, Restrictions and Reservations executed and recorded September 3, 1976 in Book 4665, Pages 83 to 104 inclusive, Official Records of the County Recorder of the County of Ventura, State of California.

WHEREAS, through negotiations, it has been determined it is desirable to make this Amendment for agreed on considerations both present and future.

WHEREAS, the membership of the Association was duly notified of a Special Meeting which was held on May 22, 1984. This Amendment of the Declaration of Covenants, Conditions, Restrictions and Reservations was duly voted on and approved at that meeting by a 83% majority of the Association. In accordance with this approval the Association and Declarant declare that the DECLARATION shall be amended as follows:

Article X, Section 2 of said Covenants, Conditions, Restrictions and Reservations is hereby amended to include the following:

"Height Limitations. As to Tract 2576-7 and future annexed phases of this development project only, no residential structure shall be more than two (2) stories in height. No other structure shall be more than one (1) story in height except that where special topographic conditions prevail the Architectural Committee, at its sole discretion, may approve one (1) story and basement of subterranean room structures not to exceed twenty-eight (28) feet in height, measured vertically from the lowest portion above ground of the foundation of such building. No additions, modifications or new construction of any kind by owners succeeding the declarant in title shall be more than one (1) story in height, as herein provided."

Article X, Section 7 (A) of said Covenants, Conditions, Restrictions and Reservations is hereby amended to include the following:

"Fences. As to Tract 2576-7 and future annexed phases of this development project only, declarant may install fences and, in some instances, cement block walls on each lot prior to the first sale of same by declarant. Perimeter lot line rear yard fencing will be installed on each lot within one hundred eighty (180) days after close of escrow on the original sale of each home by the owner of record. Fencing will be six-foot (6') chain link with pre-installation plans to be approved by the Architectural Committee prior to installation. It is the obligation of each owner to maintain said fences and walls in good condition and repair. Said obligation will be the adjoining lot owners where the fence or wall is on the property line. No such fence or wall may be altered or eliminated except with the written consent of the Architectural Committee. No new fence or wall may be erected without the written approval of the Architectural Committee."

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This Instrument filed for record by Ticor Title Insurance Company of California as an accommodation only. It has not been examined as to its execution or as to its effect upon the title.

7/24

IN WITNESS WHEREOF, BRIDLE PATH HOMEOWNERS ASSOCIATION, a Non-profit Corporation and BRYANT FINANCIAL CORPORATION, a California Corporation has caused this Amendment to Declaration of Establishment of Covenants, Conditions, Restrictions and Reservations to be executed and delivered by its duly authorized officers this 6th day of July, 1984.

(Corporate Seal)

BRIDLE PATH HOMEOWNERS ASSOCIATION,  
A NON-PROFIT CORPORATION

STATE OF CALIFORNIA  
BRIDLE PATH HOMEOWNERS ASSOCIATION INC.  
Incorporated March 3, 1981

BY: Richard LaValle  
Richard LaValle, President

BY: Louis Pandolfi  
Louis Pandolfi, Secretary

(Corporate Seal)

BRYANT FINANCIAL CORPORATION,  
A CALIFORNIA CORPORATION

BY: Gary Runyan  
Gary Runyan, Senior Vice President

BY: \_\_\_\_\_

(Corporation)

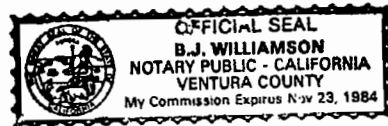
STATE OF CALIFORNIA }  
COUNTY OF Ventura } ss.

On July 9 1984 before me, the undersigned, a Notary Public in and for said State, personally appeared RICHARD LA VALLE personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the President, and LOUIS PANDOLET

personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Secretary of the Corporation that executed the within instrument and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature \_\_\_\_\_



(This area for official notarial seal)

(Corporation)

STATE OF CALIFORNIA }  
COUNTY OF VENTURA } ss.

On July 12, 1984 before me, the undersigned, a Notary Public in and for said State, personally appeared Gary Runyan personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Sr. Vice President, and \_\_\_\_\_

personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Secretary of the Corporation that executed the within instrument and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature \_\_\_\_\_



(This area for official notarial seal)

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WHEN RECORDED, MAIL TO:

Larwin Company  
16255 Ventura Boulevard, Suite 900  
Encino, CA 91436  
Attn: Charles Preston

RECORDED IN OFFICIAL RECORDS  
OF VENTURA COUNTY, CALIFORNIA  
5 9 MIN 2 PM FEB 18 1986  
PAST  
RICHARD D. DEAN, COUNTY RECORDER

DECLARATION OF ANNEXATION

TRACT 4038-1

VENTURA COUNTY, CALIFORNIA

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This Declaration of Annexation is made this 5th day of February, 1986, by Bryant Financial Corporation, a California Corporation, ("Declarant").

A. Reference is made to that certain Declaration of Establishment of Covenants, Conditions, Restrictions and Reservations for Lots 1 through 59, inclusive, of Tract No. 2476-1 recorded on September 3, 1976, in Book 4665, page 83, Official Records of Ventura County, California, as amended by Amendment to Declaration of Establishment of Covenants, Conditions, Restrictions and Reservations recorded on December 7, 1977, in Book 5009, page 301, Official Records of Ventura County, California; Amendment to Declaration of Establishment of Covenants, Conditions, Restrictions and Reservations recorded on June 5, 1980, in Book 5665, page 180, Official Records of Ventura County, California and by Amendment to Declaration of Establishment of Covenants, Conditions, Restrictions and Reservations recorded on July 26, 1984, as Document 80105; and as supplemented by Declarations of Annexation of real property to Declaration of Establishment of Covenants, Conditions and Restrictions recorded on March 28, 1977, in Book 4803, Page 386, Official Records of Ventura County, California; on September 22, 1977, in Book 4950, Page 72, Official Records of Ventura County, California; on July 31, 1978, in Book 5174, Page 101, Official Records of Ventura County, California; on October 30, 1979, in Book 5525, Page 457, Official Records of Ventura County, California; on September 12, 1980, in Book 5727, Page 486, Official Records of Ventura County, California; and on September 12, 1980, in Book 5277, Page 488, Official Records of Ventura County, California (said Declaration as amended and supplemented being referred to herein as the "Declaration").

B. Declarant is the owner of Lots 1 through 29, inclusive, and Parcel A of Tract 4038-1, more fully described herein below.

C. Declarant desires to annex said Tract 4038-1 to Tract 2576-1 and to the properties heretofore annexed thereto and to subject Tract 4038-1 to the jurisdiction of The Bridle Path Homeowners Association in accordance with Article I of the Declaration.

D. Said annexation was approved by vote of not less than two thirds (2/3) of the sole class of Members of the Bridle Path Homeowners Association ("Association") at a Special Meeting duly called for such purpose and held on May 22, 1984

NOW, THEREFORE, Declarant hereby declares that that certain real property described as:

Lots 1 through 29, inclusive, of Tract 4038-1, as per Map thereof recorded on October 31, 1985, in Book 103, Pages 50 through 52, inclusive, of Miscellaneous Records in the Office of the County Recorder of Ventura County, California ("Lots"), the uses of which shall be for residential purposes; and

Parcel A of said Tract 4038-1 ("Common Area"), which is and shall be devoted to the uses of The Bridle Path Homeowners Association,

is and shall be subject to that certain Declaration of Establishment of Covenants, Conditions, Restrictions and Reservations, recorded on September 3, 1976, in Book 4665, Page 83, Official Records of Ventura County, California, as amended and supplemented heretofore and as supplemented hereby, and by this reference thereto, said Declaration, as heretofore amended and supplemented, is hereby incorporated herein and made a part hereof, all which shall run with and shall apply to and be binding upon all parties having or acquiring any right, title or interest in the property hereinabove described or any part thereof; and are imposed upon said real property or part thereof as a servitude in favor of each and every parcel or lot thereof as the dominant tenement or tenements.

Supplementing said Declaration, Declarant hereby establishes additional Covenants, Conditions, and Restrictions, each of which shall be a covenant running with the Lots and Common Area described hereinabove, and all parcels annexed hereto in accordance with Article VI hereof, as a burden upon and for the benefit for every parcel thereof as follows:

86-019431

ARTICLE I  
MAINTENANCE ASSESSMENTS

Section 1. The regular assessments provided for herein shall commence as to all Lots covered by this Declaration of Annexation on the first day of the month following the closing of the sale of the first Lot to an individual owner. Declarant shall pay the regular and special assessments on all unsold Lots. The regular assessments as to Lots which shall have become subject to assessment by the Association by annexation, shall commence with respect to all Lots within each such area, on the first day of the month following the closing of the sale of the first Lot therein to an individual owner.

Section 2. Any assessment provided for in this Declaration, which is not paid when due, shall be delinquent. With respect to each assessment not paid within thirty (30) days after its due date, the Association may, at its election, require the Owner to pay a "late charge" in a sum to be determined by the Association, but not to exceed one and one-half percent (1 1/2%) of the first \$1,000.00 of the delinquent assessment and one percent (1%) of the balance of the delinquent assessment but in no case less than \$10.00 per each delinquent assessment. If any such assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at the rate of ten percent (10%) per annum, and the Association may, at its option, bring an action at law against the Owner personally obligated to pay the same, or, upon compliance with the notice provisions set forth in the Declaration, to foreclose the lien provided for in the Declaration against the Lot, and there shall be added to the amount of such assessment the late charge, the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include said interest and reasonable attorneys' fees, together with costs of action. Each Owner vests in the Association, or its assigns, the right and power to bring all actions at law or lien foreclosures against such Owner or other Owners for the collection of such delinquent assessments.

ARTICLE II  
ADDITIONAL ARCHITECTURAL RESTRICTIONS

Section 1. The Architectural Committee shall exercise its functions under Section 4 of Article XIII of the Declaration with due regard to the fact that residences constructed in Tract 4038-1 and in properties annexed thereto pursuant to Article VI hereof, will be constructed by Declarant in architectural styles and with colors differing from those utilized in the previously annexed properties. Subject to said considerations, no building, fence, wall or other structure or

86-019431

landscaping shall be commenced, erected or maintained upon the Lots, nor shall any exterior addition to or change (including change of external paint, paneling, major relandscaping and the like) or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, exterior colors and the location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Committee provided for in the Declaration. In the event said Committee, or its designated representatives, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required, and this Article will be deemed to have been fully complied with. Neither Association, its officers or directors, the Architectural Committee, nor any member thereof, shall be responsible for structural or other defects of any kind, type or nature in plans or specifications submitted for approval or in the structures or improvements erected in accordance therewith.

Section 2. No owners shall erect, maintain, alter, or change the color of any horse barn or other equestrian facility until such change shall have been approved by the Architectural Committee for approval in accordance with the provisions of the Declaration, as supplemented hereby. Each such horse barn or other equestrian facility shall meet all requirements of the City of Simi Valley, including without limitation the City's ordinances and horse keeping regulations, and the application to the Architectural Committee for its approval shall include evidence of such compliance.

Section 3. Nothing herein shall be deemed to be applicable to, or to inhibit in any manner, the Declarant named herein in the development and construction of lots and residences within Tract 4038-1 and properties annexed thereto pursuant to Article VI hereof.

ARTICLE III  
PETS

Supplementing Section 4 of Article IX of the Declaration, Owners shall maintain only such animals and pets as shall be currently permitted in the R1 (1-Family Residential) Zone of the City of Simi Valley, as except that horses shall be allowed to the extent allowed in the RE (Rural Exclusive) Zone of the City of Simi Valley.

86-119431

**ARTICLE IV**  
**ADDITIONAL USE RESTRICTIONS**

**Section 1.** No radio or television receiving or transmitting antennae or external apparatus shall be installed on any Lot. Normal radio and television installations wholly within a building are excepted.

**Section 2.** Anything in Section 1 hereof to the contrary notwithstanding, an Owner may erect and maintain on such Owner's Lot a Satellite Dish Antenna, provided that prior to erection and maintenance of any such antenna, the Owner shall obtain the approval of the Architectural Committee therefor in accordance with the architectural control provisions of the Declaration, as supplemented hereby.

**Section 3.** No Owner shall in any way interfere with the established drainage pattern over his Lot from adjoining or other Lots or the Common Area, and each Owner will make adequate provisions for proper drainage in the event it is necessary to change the established drainage over his Lot. For the purposes hereof, "established" drainage is defined as the drainage which occurred at the time the overall grading of said subdivision was completed by Declarant.

**Section 4.** Each Owner shall continually maintain in a good condition landscaping on such Owner's Lot, such landscape shall be watered and kept clean and weed free. Dead materials shall be replaced in accordance with the landscape plan for each lot. It shall be the responsibility of each Lot Owner to maintain the parkways adjacent to his Lot in a safe conditions and free from trash, weeds or other debris and public nuisances. Such maintenance shall include the maintenance of hedges, trees, shrubs, other plantings, fences and other permitted structures in a neat and safe condition and in a good state of repair. Each Owner shall maintain the portions of any bridle path adjacent to such Owner's Lot to the extent required by Section 7(H) of Article X of the Declaration.

**Section 5.** No house or other structure shall be constructed closer than twenty feet (20') from the front lot line, excluding any sidewalks, parkways or bridle paths.

**Section 6.** No single story residence shall be constructed closer to any side lot line than five feet (5'), all which shall be level, and no two story structure shall be constructed closer to any side lot line than ten feet (10'), of which five feet (5') must be level. Notwithstanding the foregoing, no structure, irrespective of height, shall be constructed with the garage side of the structure closer than twelve feet (12') from the side lot line, all of which area

86-119431

shall be level in order to provide access for trailers and recreational vehicles.

**ARTICLE V  
ADDITIONAL RIGHTS, POWERS, AND  
DUTIES OF THE ASSOCIATION**

**Section 1.** Association shall maintain all bridle paths within the above described real property and all properties annexed thereto in accordance with Article VI hereof in the same manner and to the same extent provided in Section 7(J) of Article X of the original Declaration, except to the extent that the Owners are required to do so, as provided in Section 7(H) of said Article X.

**Section 2.** In addition to all other enforcement rights granted under the Declaration, the Association shall have the right to impose fines and other monetary penalties for violations of the Declaration, as supplemented hereby, and of its Articles of Incorporation, By-Laws, and Rules and Regulations, subject to due notice and hearing and the right of the Owner to be heard in his or her own defense. Provided, however, that no such fine or other monetary penalty may be enforced by a lien on the Owner's Lot and residence.

**Section 3.** In the event that Association resorts to legal action to enforce any of its rights under the Declaration or its Articles of Incorporation, By-Laws, or Rules and Regulations, including, without limitation, actions for enforcement of the maintenance obligations of an Owner or to abate a breach of the architectural provisions under the Declaration or to enforce any monetary obligation, including regular and special assessments and monetary penalties, the prevailing party shall be entitled to recover, in addition to any other relief, all costs of suit including actual attorney's fees.

**Section 4.** The proper address for notices to be given to Association is:

Board of Directors  
The Bridle Path Homeowners Association  
Post Office Box 634  
Simi Valley, California 93062

Such address may be changed, from time to time, by resolution of the Board of Directors, notice of which change shall be given to all Owners.

86-019431

**ARTICLE VI**  
**ADDITIONAL ANNEXATIONS**

Section 1. Pursuant to the consent heretofore given by a vote of not less than two-thirds (2/3) of the Owners, the properties described in Exhibit A hereto, or portions thereof, may be annexed, from time to time, to the Property and added to the scheme of this Declaration and subjected to the jurisdiction of the Association without the assent of the Association or its members, provided and on condition that:

(a) Any annexation pursuant to this Article VI shall be made prior to three (3) years from the date of original issuance of the most recently issued Subdivision Public Report for a phase of the Project.

(b) A Declaration of Annexation, as described in Section 2 of this Article, shall be recorded covering the applicable portion of said real property, to which Declaration shall be appended the written agreement of Declarant to pay to Association, concurrently with the closing of the escrow for the first sale of a Lot in an annexed phase, appropriate amounts for reserves for replacement or deferred maintenance of common area improvements in the annexed phase necessitated by or arising out of the use and occupancy of Lots in the annexed phase under a rental program conducted by Declarant which has been in effect for a period of at least one year as of the date of closing of the escrow for the first sale of a Lot in the annexed phase.

(c) The total number of lots in the project after all annexations is presently estimated to be approximately five hundred eighty (580).

Section 2. The additions authorized under the foregoing paragraphs shall be made by filing of record a Declaration of Annexation or similar instrument, with respect to the additional properties which shall extend the scheme of this Declaration to such properties.

Such Declarations of Annexation contemplated herein may contain such complementary additions and modifications of the covenants and restrictions contained in the Declaration and herein as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. In no event, however, shall any such Declaration of Annexation revoke, modify or add to the covenants established by the Declaration or by this Declaration of Annexation.

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Section 3. The Common Area within an area to be annexed shall be conveyed to the Association, free of liens, concurrently with or prior to the closing of the sale of the first Lot within the area annexed.

IN WITNESS WHEREOF, the undersigned Declarant, has executed the above Declaration of Annexation the day and year first above written.

BRYANT FINANCIAL CORPORATION,  
a California corporation

By Gary Runyan  
Gary Runyan, Sr. Vice President

By Lynn Cheney  
Lynn Cheney, Assistant Secretary  
("Declarant")

The undersigned hereby joins herein for the purposes of (i) attesting to the approval of such annexation and the additional annexation referred to in Section 1 of Article VI hereof by not less than two-thirds (2/3) of its sole class of members, and (ii) signifying its approval of the supplementary provisions hereinabove set forth.

Dated: February 5, 1986.

THE BRIDLE PATH HOMEOWNERS  
ASSOCIATION, a California mutual  
benefit, non-profit corporation

By Zoe J. Pandolfi - President

By Heidi Beane, Secretary  
("Association")

86-019431

(Corporation)

**TICOR TITLE INSURANCE**

STATE OF CALIFORNIA  
COUNTY OF VENTURA } ss.

On February 12, 1986 before me, the undersigned, a Notary Public in and for  
said State, personally appeared GARY RUNYAN

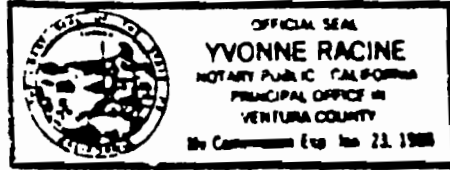
personally known to me or proved to me on the basis  
of satisfactory evidence to be the person who executed  
the within instrument as the Sr. Vice  
President, and Lynn Cheney

personally known to me or  
proved to me on the basis of satisfactory evidence to be  
the person who executed the within instrument as the  
Assistant Secretary of the Corporation

that executed the within instrument and acknowledged  
to me that such corporation execute the within instru-  
ment pursuant to its by-laws or a resolution of its  
board of directors.

WITNESS my hand and official seal.

Signature Yvonne Racine



86-019431

(This area for official record use)

↑  
BHA  
↓

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF Ventura )

On February 5 1986, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Louis J. Pandolfi, ~~PERSONALLY KNOWN TO ME~~ (or proved to me on the basis of satisfactory evidence) to be the President, and Leslie Dattel, ~~PERSONALLY KNOWN TO ME~~ (or proved to me on the basis of satisfactory evidence) to be the Secretary of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature Mary Vigliotta

Mary Vigliotta  
Name (Typed or Printed)



86-019431

Properties Which May Be Annexed  
Pursuant To Section 1 Of Article VI

86-019431

**DESCRIPTION:**

ALL OF PROPOSED TRACT NO. 4038, IN THE CITY OF SIMI VALLEY, COUNTY OF VENTURA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF PARCELS 2, 3, 4, 5, 6, 7, 10, 11 AND 12, IN THE CITY OF SIMI VALLEY, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, AS SHOWN ON A PARCEL MAP FILED IN BOOK 17 PAGE 96 OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF LOT 124, TRACT NO. 2576-3, AS PER MAP RECORDED IN BOOK 73 PAGE 41 OF MAPS; THENCE ALONG THE BOUNDARY OF SAID TRACT NO. 2576-3 BY THE FOLLOWING 11 COURSES,

1ST: - SOUTH 13 DEGREES 05 MINUTES 00 SECONDS EAST 494.00 FEET TO AN ANGLE POINT; THENCE,

2ND: - SOUTH 44 DEGREES 21 MINUTES 28 SECONDS WEST 546.04 FEET TO AN ANGLE POINT; THENCE,

3RD: - SOUTH 68 DEGREES 11 MINUTES 00 SECONDS EAST 81.00 FEET TO AN ANGLE POINT; THENCE,

4TH: - NORTH 74 DEGREES 35 MINUTES 00 SECONDS EAST 363.00 FEET TO AN ANGLE POINT; THENCE,

5TH: - SOUTH 70 DEGREES 53 MINUTES 11 SECONDS EAST 231.19 FEET TO AN ANGLE POINT; THENCE,

6TH: - NORTH 80 DEGREES 19 MINUTES 00 SECONDS EAST 180.00 FEET TO AN ANGLE POINT; THENCE,

7TH: - SOUTH 9 DEGREES 41 MINUTES 00 SECONDS EAST 150.00 FEET TO AN ANGLE POINT; THENCE,

8TH: - SOUTH 80 DEGREES 19 MINUTES 00 SECONDS WEST 180.00 FEET TO AN ANGLE POINT; THENCE,

9TH: - SOUTH 32 DEGREES 15 MINUTES 05 SECONDS EAST 466.55 FEET TO AN ANGLE POINT; THENCE,

10TH: - SOUTH 79 DEGREES 18 MINUTES 00 SECONDS EAST 251.56 FEET TO AN ANGLE POINT; THENCE,

11TH: - NORTH 80 DEGREES 47 MINUTES 00 SECONDS EAST 60.00 FEET TO THE NORTHWESTERLY CORNER OF LOT 189, TRACT NO. 2576-4, AS PER MAP RECORDED IN BOOK 78 PAGE 1 OF MAPS; THENCE, ALONG THE BOUNDARY OF SAID TRACT NO. 2576-4 BY THE FOLLOWING 15 COURSES,

12TH: - NORTH 82 DEGREES 34 MINUTES 43 SECONDS EAST 490.22 FEET TO AN ANGLE POINT; THENCE,

13TH: - NORTH 7 DEGREES 31 MINUTES 00 SECONDS EAST 65.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 172.00 FEET; THENCE ALONG SAID CURVE,

- 14TH: - NORTHEPLY THRU A CENTRAL ANGLE OF 7 DEGREES 11 MINUTES 00 SECONDS AN ARC DISTANCE OF 21.56 FEET; THENCE,
- 15TH: - SOUTH 89 DEGREES 40 MINUTES 00 SECONDS EAST 56.00 FEET TO AN ANGLE POINT; THENCE,
- 16TH: - SOUTH 89 DEGREES 40 MINUTES 00 SECONDS EAST 246.00 FEET TO AN ANGLE POINT; THENCE,
- 17TH: - NORTH 8 DEGREES 01 MINUTES 00 SECONDS EAST 92.00 FEET TO AN ANGLE POINT; THENCE,
- 18TH: - SOUTH 55 DEGREES 56 MINUTES 38 SECONDS EAST 282.22 FEET TO AN ANGLE POINT; THENCE,
- 19TH: - SOUTH 70 DEGREES 08 MINUTES 00 SECONDS EAST 56.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 172.00 FEET, A RADIAL OF SAID CURVE TO SAID POINT BEARS NORTH 70 DEGREES 05 MINUTES 00 SECONDS WEST; THENCE ALONG SAID CURVE,
- 20TH: - SOUTHERLY THRU A CENTRAL ANGLE OF 14 DEGREES 42 MINUTES 00 SECONDS AN ARC DISTANCE OF 44.13 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 15.00 FEET; THENCE ALONG SAID CURVE,
- 21ST: - SOUTHERLY THRU A CENTRAL ANGLE OF 84 DEGREES 09 MINUTES 06 SECONDS AN ARC DISTANCE OF 22.03 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 407.00 FEET; THENCE ALONG SAID CURVE,
- 22ND: - SOUTHEASTERLY THRU A CENTRAL ANGLE OF 46 DEGREES 43 MINUTES 12 SECONDS, AN ARC DISTANCE OF 331.88 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 15.00 FEET; THENCE, ALONG SAID CURVE,
- 23RD: - SOUTHEASTERLY AND EASTERLY THRU A CENTRAL ANGLE OF 84 DEGREES 09 MINUTES 06 SECONDS AN ARC DISTANCE OF 22.03 FEET; THENCE ALONG THE SOUTHEASTERLY PROLONGATION OF A RADIAL OF SAID CURVE,
- 24TH: - SOUTH 26 DEGREES 25 MINUTES 00 SECONDS EAST 56.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 15.00 FEET, A RADIAL OF SAID CURVE TO SAID POINT BEARS NORTH 26 DEGREES 25 MINUTES 00 SECONDS WEST; THENCE ALONG SAID CURVE,
- 25TH: - SOUTHWESTERLY AND SOUTHERLY THRU A CENTRAL ANGLE OF 84 DEGREES 09 MINUTES 06 SECONDS AN ARC DISTANCE OF 22.03 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 407.00 FEET; THENCE ALONG SAID CURVE,
- 26TH: - SOUTHERLY THRU A CENTRAL ANGLE OF 11 DEGREES 56 MINUTES 36 SECONDS AN ARC DISTANCE OF 84.84 FEET TO THE NORTHWESTERLY CORNER OF LOT 341, TRACT NO. 2576-6 AS PER MAP RECORDED IN BOOK 86 PAGE 81 OF MAPS; THENCE ALONG THE BOUNDARY OF SAID TRACT NO. 2576-6 BY THE FOLLOWING 10 COURSES:
- 27TH: - NORTH 82 DEGREES 39 MINUTES 59 SECONDS EAST 216.93 FEET TO AN ANGLE POINT; THENCE,
- 28TH: - NORTH 62 DEGREES 01 MINUTES 00 SECONDS EAST 215.39 FEET TO AN ANGLE

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POINT; THENCE.

29TH: - NORTH 89 DEGREES 14 MINUTES 00 SECONDS EAST 528.00 FEET TO AN ANGLE POINT; THENCE.

30TH: - SOUTH 2 DEGREES 44 MINUTES 16 SECONDS WEST 313.31 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 557.00 FEET. A RADIAL OF SAID CURVE TO SAID POINT BEARS NORTH 2 DEGREES 44 MINUTES 16 SECONDS EAST; THENCE ALONG SAID CURVE.

31ST: - EASTERLY THRU A CENTRAL ANGLE OF 1 DEGREES 08 MINUTES 14 SECONDS. AN ARC DISTANCE OF 11.06 FEET; THENCE.

32ND: - SOUTH 3 DEGREES 52 MINUTES 30 SECONDS WEST 251.38 FEET; THENCE.

33RD: - SOUTH 89 DEGREES 32 MINUTES 05 SECONDS EAST 57.47 FEET TO AN ANGLE POINT; THENCE.

34TH: - SOUTH 72 DEGREES 45 MINUTES 00 SECONDS EAST 166.00 FEET TO AN ANGLE POINT; THENCE.

35TH: - SOUTH 12 DEGREES 16 MINUTES 45 SECONDS EAST 222.06 FEET TO AN ANGLE POINT; THENCE.

36TH: - SOUTH 26 DEGREES 50 MINUTES 03 SECONDS EAST 154.14 FEET TO THE NORTHWESTERLY CORNER OF LOT 421 OF TRAT NO. 2576-7, AS PER MAP RECORDED IN BOOK 86 PAGE 81 OF MAPS; THENCE ALONG THE BOUNDARY OF SAID TRACT NO. 2576-7 BY THE FOLLOWING 6 COURSES;

37TH: - SOUTH 62 DEGREES 53 MINUTES 08 SECONDS EAST 104.11 FEET TO AN ANGLE POINT; THENCE.

38TH: - SOUTH 58 DEGREES 10 MINUTES 35 SECONDS EAST 868.39 FEET TO AN ANGLE POINT; THENCE.

39TH: - NORTH 83 DEGREES 36 MINUTES 09 SECONDS EAST 28.34 FEET TO AN ANGLE POINT; THENCE.

40TH: - NORTH 54 DEGREES 20 MINUTES 10 SECONDS EAST 406.49 FEET TO AN ANGLE POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 380.00 FEET. A RADIAL OF SAID CURVE TO SAID POINT BEARS NORTH 58 DEGREES 18 MINUTES 32 SECONDS EAST; THENCE ALONG SAID CURVE.

41ST: - SOUTHEASTERLY THRU A CENTRAL ANGLE OF 13 DEGREES 17 MINUTES 26 SECONDS AN ARC DISTANCE OF 88.15 FEET; THENCE ALONG THE PROLONGATION OF A RADIAL OF SAID CURVE.

42ND: - NORTH 71 DEGREES 35 MINUTES 58 SECONDS EAST 862.05 FEET TO THE EASTERLY LINE OF PARCEL 6 OF SAID PARCEL MAP FILED IN BOOK 17 PAGE 96 OF PARCEL MAPS; THENCE ALONG THE BOUNDARY OF SAID PARCEL MAP BY THE FOLLOWING 7 COURSES.

43RD: - NORTH 35 DEGREES 09 MINUTES 00 SECONDS WEST TO AN ANGLE POINT; THENCE.

44TH: - NORTH 28 DEGREES 01 MINUTES 30 SECONDS WEST 201.56 FEET TO AN ANGLE POINT; THENCE.

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M: - NORTH 35 DEGREES 09 MINUTES 00 SECONDS WEST 1731.65 FEET TO AN ANGLE  
NT; THENCE.

M: - NORTH 11 DEGREES 01 MINUTES 52 SECONDS EAST 34.64 FEET TO AN ANGLE  
NT; THENCE.

M: - NORTH 35 DEGREES 09 MINUTES 00 SECONDS WEST 1210.69 FEET TO AN ANGLE  
NT; THENCE.

M: - SOUTH 71 DEGREES 46 MINUTES 01 SECONDS WEST 1791.65 FEET TO AN ANGLE  
NT; THENCE.

M: - SOUTH 89 DEGREES 29 MINUTES 11 SECONDS WEST 1567.11 FEET TO THE POINT  
BEGINNING.

LEFT AN UNDIVIDED ONE-HALF INTEREST IN ALL OIL, GAS, MINERALS, HYDROCARBON,  
DISTANCES AND RIGHT THERETO BELOW A DEPTH OF 500 FEET WITHOUT RIGHT OF  
SURFACE ENTRY AS RESERVED BY MONTGOMERY RANCH ASSOCIATES, A JOINT VENTURE, IN  
DEED RECORDED NOVEMBER 7, 1975 IN BOOK 4489 PAGE 111 OF OFFICIAL RECORDS.

86-119431

RECORDING REQUESTED BY

TICOR TITLE INS.-71

86-157905

OFFICIAL RECORDS  
VENTURA COUNTY  
RICHARD D. DEAM  
RECORDER

WHEN RECORDED, MAIL TO:

RICHARDS, WATSON & GERSHON  
333 South Hope Street, 38th Floor  
Los Angeles, California 90071-1469  
Attn: Mark L. Lamken, Esq.

Nov 4 8 00 AM '86

AMENDMENT TO DECLARATION OF ANNEXATION

TRACT 4038-2

VENTURA COUNTY, CALIFORNIA

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This Amendment to Declaration of Annexation is made this 23 day of October, 1986, Bryant Financial Corporation, a California corporation, (hereinafter referred to as "Declarant") with reference to the following facts:

A. Declarant is the sole owner of certain real property the County of Ventura known as Tract 4038-2, said real property being more fully described hereinbelow.

B. On May 28, 1986, Declarant executed a Declaration of Annexation (the "Original Declaration of Annexation") annexing said Tract 4038-2 to Tract 4038-1 and Tract 2576-1, and the Properties theretofore annexed thereto, and adding to the scheme of the Declaration of Establishment of Covenants, Conditions, Restrictions and Reservations and other documents referred to in the Original Declaration of Annexation (each of which is incorporated herein by this reference) and submitting said Tract 4038-2 to the jurisdiction of the Bridle Path Homeowners Association.

C. The Original Declaration of Annexation was recorded on June 12, 1986, as Document No. 86-072958, Official Records of Ventura County, California, and described the real property as:

Lots 30 through 87 and Parcel B of Tract 4038-2 as per Map thereof recorded on February 26, 1986, in Book 104, pages 70 through 76, inclusive, of Maps, in the office of the County Recorder of Ventura County, California.

D. Said Map was in error and, in fact, the creation of Parcel B was not in conformance with the Approved Tentative Map for the real property, and there was to be no Common Area in Tract 4032-2. Accordingly, said Map was amended by an Amendment Map recorded on September 26, 1986, in Book 107, pages 78 through 80, inclusive, of Maps in the office of the County Recorder of Ventura County, California.

E. Declarant desires to amend the Original Declaration of Annexation to reflect the corrected legal description of the real property.

NOW THEREFORE, Declarant declares that said Original Declaration of Annexation is amended hereby and, accordingly, that the certain real property situated in the County of Ventura, State of California, described as:

Lots 30 through 47, inclusive, and Lots 49 through 87, inclusive, of Tract 4038-2, as per map thereof recorded on February 26, 1986, in Book 104, pages 70 through 76, inclusive, of Maps in the office of the County Recorder of Ventura County, California, and

Lot 48 of Amended Tract 4038-2, as per map thereof recorded on February 26, 1986, in Book 107, pages 78 through 80, inclusive, of Maps in the office of the County Recorder of Ventura County, California,

which are and shall be devoted to residential use ("Lots"),

is and it shall hereafter be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, charges and liens set forth in that certain Declaration of Covenants, Conditions, Restrictions and Reservations for Lots 1 through 59, inclusive, of Tract No. 2476-1 recorded on September 3, 1976, in Book 4665, page 83, Official Records of Ventura County, California, as amended by Amendment to Declaration of Establishment of Covenants, Conditions, Restrictions and Reservations recorded on December 7, 1977, in Book 5009, page 301, Official Records of Ventura County, California; Amendment to Declaration of Establishment of Covenants, Conditions, Restrictions and Reservations recorded on June 5, 1980, in Book 5665, page 180, Official Records of Ventura County, California and by Amendment to Declaration of Establishment of Covenants, Conditions, Restrictions and Reservations recorded on July 20, 1984, as Document 80105; and as supplemented by Declarations of Annexation of real property to Declaration of Establishment of Covenants, Conditions and Restrictions recorded on March 28, 1977, in Book 4803, Page 386, Official Records of Ventura County, California; on September 22, 1977, in Book 4950, Page 782, Official Records of Ventura County, California; on July 31, 1978, in Book 5174, Page 101, Official Records of Ventura County, California; on October 30, 1979, in Book 5325, Page 457, Official Records of Ventura County, California; on September 12, 1980, in Book 5727, Page 486, Official Records of Ventura County, California; and on September 12, 1980, in Book 5727, Page 488, Official Records of Ventura County, California, and as modified and supplemented by Declaration of Annexation

86-1579115

for Tract 4038-1 recorded on February 18, 1986, as Document No. 86-019431, Official Records of Ventura County, California, and as supplemented hereby, and by this reference thereto, said Declaration as amended and supplemented, is hereby incorporated herein and made a part hereof, all of which shall run with and shall apply to and be binding upon all parties having or acquiring any right, title or interest in the property hereinabove described or any part thereof; and are imposed upon said real property or part thereof as a servitude in favor of each and every parcel or lot thereof as the dominant tenement or tenements.

Attached hereto, marked Exhibit A, is the Declarant's undertaking as required by applicable regulations of the California Department of Real Estate.

In all other respects, said Declaration, as supplemented hereby, shall be and remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this Instrument the day and year first above written.

BRYANT FINANCIAL CORPORATION  
a California Corporation

By Gary Runyan  
Gary Runyan, Sr. Vice President  
By \_\_\_\_\_

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF ~~LOS ANGELES~~ )  
VENTURA

On October 23, 1986, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Gary Runyan, personally known to me (or proved to me on the basis of satisfactory evidence) to be the Vice President, and \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the Secretary of the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged



Lynn Cheney  
Notary Public in Or said  
County and State

86-157915

AGREEMENT

The undersigned, being the Declarant named in the Declaration of Annexation to which this Agreement is attached hereby agree that it will, upon closing of the sale of the first Lot referred to in said Declaration of Annexation pay to the Bridle Path Homeowners Association, an amount equal to these reserves for replacement or deferred maintenance of the Common Area improvements within the real property described in said Declaration of Annexation necessitated by or arising out of the use and occupancy of the residences under any rental program conducted by Declarant (or its predecessors in interest) which has been in effect for not less than one year prior to the date of closing of said first Lot.

Dated: October 23, \_\_\_\_\_, 1986.

BRYANT FINANCIAL CORPORATION  
a California corporation

By *Gary Ruyant*  
Gary Ruyant, Sr. Vice President

By \_\_\_\_\_

86-157905

Exhibit A

001019 J10 002044 0

BHA PAGE  
000068

RECORD IS REQUESTED BY

57- 1544

TICOR TITLE INS.-71

OFF. C. L. DEAN  
VENTURA COUNTY  
RICHARD C. DEAN  
RECORDER

WHEN RECORDED, RETURN TO:

JAN 7 8 09 AM '87

RICHARDS, MATSON & GERSHON  
Attorneys at Law  
333 South Hope Street, 38th Floor  
Los Angeles, CA 90071-1469  
Attn: Mr. Mark L. Lanken

FEES \$1350 K

DECLARATION OF ANNEXATION

TRACT 4038-3

VENTURA COUNTY, CALIFORNIA

This Declaration of Annexation is made this 16th day of December, 1986, by Bryant Financial Corporation, a California corporation (hereinafter referred to as "Declarant"), with reference to the following facts:

A. Reference is hereby made to that certain Declaration of Establishment of Covenants, Conditions, Restrictions and Reservations for Lots 1 through 59, inclusive, of Tract No. 2476-1 recorded on September 3, 1976, in Book 4665, page 83, Official Records of Ventura County, California, as amended by Amendment to Declaration of Establishment of Covenants, Conditions, Restrictions and Reservations recorded on December 7, 1977, in Book 5009, page 101, Official Records of Ventura County, California; Amendment to Declaration of Establishment of Covenants, Conditions, Restrictions and Reservations recorded on June 5, 1980, in Book 5665, page 180, Official Records of Ventura County, California and by Amendment to Declaration of Establishment of Covenants, Conditions, Restrictions and Reservations recorded on July 20, 1984, as Document 80105; and as supplemented by Declarations of Annexation of real property to Declaration of Establishment of Covenants, Conditions and Restrictions recorded on March 28, 1977, in Book 4803, Page 196, Official Records of Ventura County, California; on September 21, 1977, in Book 4950, Page 782, Official Records of Ventura County, California; on July 31, 1978, in Book 5174, Page 101, Official Records of Ventura County, California; on October 30, 1979, in Book 5525, Page 487, Official Records of Ventura County, California; on September 12, 1980, in Book 5727, Page 486, Official Records of Ventura County, California; and on September 12, 1980, in Book 5727, Page 488, Official Records of Ventura County, California, and as modified and supplemented by Declaration of Annexation for Tract 4038-1 recorded on February 18, 1986, as Document No. 86-019431, Official Records of Ventura County, California and as supplemented by Declaration of Annexation for Tract 4038-2,

recorded on June 12, 1986, as Document No. 88-072598, Official Records of Ventura County, California, as amended by Amendment to Declaration of Annexation Tract 4038-2, recorded on November 4, 1986, as Document No. 88-157905, Official Records of Ventura County, California, (said Declaration, as amended and supplemented, being referred to herein as the "Declaration").

B. Declarant is the sole owner of Lots 80 through 144, inclusive, and Parcel C of Tract 4038-3, all as more particularly described hereinbelow. Said real property constitutes a portion of the real property referred to in Section 1, Article VI of the Declaration of Annexation for Tract 4038-1 and described on Exhibit A to said Declaration of Annexation for Tract 4038-1.

C. Section 1 of Article VI of the Declaration of Annexation for Tract 4038-1 provides that all or any parts of the real property described in said Section may be annexed to Tract 4038-1 and Tract 2576-1 and the Properties heretofore annexed thereto and added to the scheme of the Declaration and subjected to the jurisdiction of the Bridle Path Homeowners Association, upon the conditions stated in said Section, by the filing of a Declaration of Annexation, pursuant to Section 2 of said Article VI.

D. Lots 88 through 144, inclusive, and Parcel C of Tract 4038-3 comply with the conditions stated in Section 1 of said Article VI.

NOW, THEREFORE, Declarant declares that that certain real property situated in the County of Ventura, State of California, described as:

Lots 88 through 144, inclusive, of Tract 4038-3 as per Map thereof recorded on October 9, 1986, 1986, in Book 108, Pages 1 through 5, inclusive, of Maps in the Office of the County Recorder of Ventura County, California, which are and shall be devoted to residential use ("Lots"); and

Parcel C of said Tract 4038-3 ("Common Area") which is and shall be devoted to the uses of Bridle Path Homeowners Association,

is and it shall hereafter be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, charges and liens set forth in that certain Declaration of Covenants, Conditions, Restrictions and Reservations for Lots 1 through 89, inclusive, of Tract No. 2476-1 recorded on September 3, 1976, in Book 4665, page 83, Official Records of Ventura County, California, as amended by Amendment to Declaration of

Establishment of Covenants, Conditions, Restrictions and Reservations recorded on December 7, 1977, in Book 3009, page 301, Official Records of Ventura County, California; Amendment to Declaration of Establishment of Covenants, Conditions, Restrictions and Reservations recorded on June 9, 1980, in Book 5665, page 180, Official Records of Ventura County, California and by Amendment to Declaration of Establishment of Covenants, Conditions, Restrictions and Reservations recorded on July 20, 1984, as Document 80105; and as supplemented by Declarations of Annexation of real property to Declaration of Establishment of Covenants, Conditions and Restrictions recorded on March 28, 1977, in Book 4803, Page 386, Official Records of Ventura County, California; on September 22, 1977, in Book 4950, Page 782, Official Records of Ventura County, California; on July 31, 1978, in Book 5174, Page 101, Official Records of Ventura County, California; on October 30, 1979, in Book 5525, Page 487, Official Records of Ventura County, California; on September 12, 1980, in Book 5727, Page 486, Official Records of Ventura County, California; and on September 12, 1980, in Book 5727, Page 488, Official Records of Ventura County, California, and as modified and supplemented by Declaration of Annexation for Tract 4038-1 recorded on February 18, 1986, as Document No. 86-019431, Official Records of Ventura County, California, and as supplemented by Declaration of Annexation for Tract 4038-2, recorded on June 12, 1986, as Document No. 86-072598, Official Records of Ventura County, California, as amended by Amendment to Declaration of Annexation Tract 4038-2, recorded on November 4, 1986, as Document No. 86-157905, Official Records of Ventura County, California, and as supplemented hereby, and by this reference thereto, said Declaration as amended and supplemented, is hereby incorporated herein and made a part hereof, all of which shall run with and shall apply to and be binding upon all parties having or acquiring any right, title or interest in the property hereinabove described or any part thereof; and are imposed upon said real property or part thereof as a servitude in favor of each and every parcel or lot thereof as the dominant tenement or tenements.

Attached hereto, marked Exhibit A, is the Declarant's undertaking as required by applicable regulations of the California Department of Real Estate.

AGREEMENT

The undersigned, being the Declarant named in the Declaration of Annexation to which this Agreement is attached hereby agree that it will, upon closing of the sale of the first Lot referred to in said Declaration of Annexation pay to the Bridle Path Homeowners Association, an amount equal to these reserves for replacement or deferred maintenance of the Common Improvements within the real property described in said Declaration of Annexation necessitated by or arising out of the use and occupancy of the residences under any rental program conducted by Declarant (or its predecessors in interest) which has been in effect for not less than one year prior to the date of closing of said first Lot.

Dated: December 19, 1986.

BRYANT FINANCIAL CORPORATION  
a California corporation

By *Dary Ryan*  
Dary Ryan, Sr. Vice President

By *Lynn Cheney*  
Lynn Cheney, Asst. Secretary

In all other respects, said Declaration, as supplemented heraby, shall be and remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this Instrument the day and year first above written.

BRYANT FINANCIAL CORPORATION  
a California Corporation

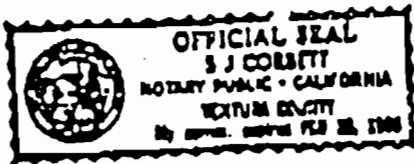
By Gary Kuyon, Sr. Vice President  
By Lynn Cheney Asst. Secretary

STATE OF CALIFORNIA  
VENTURA  
COUNTY OF ~~VENTURA~~

)  
) ss.  
)

On December 19, 1986, before me, the undersigned, a Notary Public in and for said County and State, personally appeared GARY KUYON, personally known to me (or proved to me on the basis of satisfactory evidence) to be the Vice President, and Lynn Cheney, personally known to me (or proved to me on the basis of satisfactory evidence) to be the Asst. Secretary of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged

S. J. Corbett  
Notary Public in for said  
County and State



87-177485

Rec Fee  
Total

13.00  
13.00

Recorded  
Official Records  
County of  
Ventura  
Richard E. Dean  
Recorder  
2:00pm 2-Nov-87

WHEN RECORDED, RETURN TO:

RICHARDS, WATSON & GERSHON  
Attorneys at Law  
333 South Hope Street, 38th Floor  
Los Angeles, CA 90071-1469  
Att: Mark L. Lanen, Esq.

HR 5

DECLARATION OF ANNEXATION

TRACT 4038-4

VENTURA COUNTY, CALIFORNIA

This Declaration of Annexation is made this 27<sup>th</sup> day of October, 1987, by Bryant Financial Corporation, a California corporation (hereinafter referred to as "Declarant"), with reference to the following facts:

A. Reference is hereby made to that certain Declaration of Establishment of Covenants, Conditions, Restrictions and Reservations for Lots 1 through 59, inclusive, of Tract No. 2476-1 recorded on September 3, 1976, in Book 4665, page 83, Official Records of Ventura County, California, as amended by Amendment to Declaration of Establishment of Covenants, Conditions, Restrictions and Reservations recorded on December 7, 1977, in Book 5009, page 301, Official Records of Ventura County, California; Amendment to Declaration of Establishment of Covenants, Conditions, Restrictions and Reservations recorded on June 5, 1980, in Book 5665, page 180, Official Records of Ventura County, California and by Amendment to Declaration of Establishment of Covenants, Conditions, Restrictions and Reservations recorded on July 20, 1984, as Document 80105; and as supplemented by Declarations of Annexation of real property to Declaration of Establishment of Covenants, Conditions and Restrictions recorded on March 28, 1977, in Book 4803, Page 386, Official Records of Ventura County, California; on September 22, 1977, in Book 4950, Page 782, Official Records of Ventura County, California; on July 31, 1978, in Book 5174, Page 101, Official Records of Ventura County, California; on October 30, 1979, in Book 5525, Page 457, Official Records of Ventura County, California; on September 12, 1980, in Book 5727, Page 486, Official Records of Ventura County, California; and on September 12, 1980, in Book 5727, Page 488, Official Records of Ventura County, California, and as modified and supplemented by Declaration of Annexation for Tract 4038-1 recorded on February 18, 1986, as Document No. 86-019431, Official Records of Ventura County, California and as supplemented by Declaration of Annexation for Tract 4038-2, recorded on June 12, 1986, as Document No. 86-072598, Official Records of Ventura County, California, as amended by Amendment to Declaration of Annexation Tract 4038-2, recorded on November 4, 1986, as

Document No. 86-157905, Official Records of Ventura County, California, and as supplemented by Declaration of Annexation for Tract 4038-3, recorded on January 7, 1987, as Document No. 87-1584, Official Records of Ventura County, California, (said Declaration, as amended and supplemented, being referred to herein as the "Declaration").

B. Declarant is the sole owner of Lots 145 through 152, inclusive, of Tract 4038-4, all as more particularly described hereinbelow. Said real property constitutes a portion of the real property referred to in Section 1, Article VI of the Declaration of Annexation for Tract 4038-1 and described on Exhibit A to said Declaration of Annexation for Tract 4038-1.

C. Section 1 of Article VI of the Declaration of Annexation for Tract 4038-1 provides that all or any parts of the real property described in said Section may be annexed to Tract 4038-1 and Tract 2576-1 and the Properties heretofore annexed thereto and added to the scheme of the Declaration and subjected to the jurisdiction of the Bridle Path Homeowners Association, upon the conditions stated in said Section, by the filing of a Declaration of Annexation, pursuant to Section 2 of said Article VI.

D. Lots 145 through 152, inclusive, of Tract 4038-4 comply with the conditions stated in Section 1 of said Article VI.

NOW, THEREFORE, Declarant declares that that certain real property situated in the County of Ventura, State of California, described as:

Lots 145 through 152, inclusive, of Tract 4038-4 as per Map thereof recorded on October 9, 1986, in Book 108, Pages 6 through 8, inclusive, of Miscellaneous Records (Maps) in the Office of the County Recorder of Ventura County, California, which are and shall be devoted to residential use ("Lots"),

is and it shall hereafter be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, charges and liens set forth in that certain Declaration of Covenants, Conditions, Restrictions and Reservations for Lots 1 through 59, inclusive, of Tract No. 2476-1 recorded on September 3, 1976, in Book 4665, page 83, Official Records of Ventura County, California, as amended by Amendment to Declaration of Establishment of Covenants, Conditions, Restrictions and Reservations recorded on December 7, 1977, in Book 5009, page 301, Official Records of Ventura County, California; Amendment to Declaration of Establishment of Covenants, Conditions, Restrictions and Reservations recorded on June 5, 1980, in Book 5665, page 180, Official Records of Ventura County, California and by Amendment to Declaration of Establishment of Covenants, Conditions, Restrictions and Reservations recorded on July 20, 1984, as

Document 80105; and as supplemented by Declarations of Annexation of real property to Declaration of Establishment of Covenants, Conditions and Restrictions recorded on March 28, 1977, in Book 4803, Page 386, Official Records of Ventura County, California; on September 22, 1977, in Book 4950, Page 782, Official Records of Ventura County, California; on July 31, 1978, in Book 5174, Page 101, Official Records of Ventura County, California; on October 30, 1979, in Book 5525, Page 457, Official Records of Ventura County, California; on September 12, 1980, in Book 5727, Page 486, Official Records of Ventura County, California; and on September 12, 1980, in Book 5727, Page 488, Official Records of Ventura County, California, and as modified and supplemented by Declaration of Annexation for Tract 4038-1 recorded on February 18, 1986, as Document No. 86-019431, Official Records of Ventura County, California, and as supplemented by Declaration of Annexation for Tract 4038-2, recorded on June 12, 1986, as Document No. 86-072598, Official Records of Ventura County, California, as amended by Amendment to Declaration of Annexation Tract 4038-2, recorded on November 4, 1986, as Document No. 86-157905, Official Records of Ventura County, California, and as supplemented by Declaration of Annexation for Tract 4038-3, recorded on January 7, 1987, as Document No. 87-1584, Official Records of Ventura County, California, and as supplemented hereby, and by this reference thereto, said Declaration as amended and supplemented, is hereby incorporated herein and made a part hereof, all of which shall run with and shall apply to and be binding upon all parties having or acquiring any right, title or interest in the property hereinafores described or any part thereof; and are imposed upon said real property or part thereof as a servitude in favor of each and every parcel or lot thereof as the dominant tenement or tenements.

Attached hereto, marked Exhibit A, is the Declarant's undertaking as required by applicable regulations of the California Department of Real Estate.

In all other respects, said Declaration, as supplemented hereby, shall be and remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this Instrument the day and year first above written.

BRYANT FINANCIAL CORPORATION  
a California Corporation

By David M. Hull Vice Pres.

By \_\_\_\_\_

On OCTOBER 28, 1987, before me, the undersigned, a Notary Public in and for said County and State, personally appeared DAVID M. HULL, personally known to me (or proved to me on the basis of satisfactory evidence) to be the VICE President, and \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the \_\_\_\_\_ Secretary of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged



*Brett Grupp*  
\_\_\_\_\_  
Notary Public in for said  
County and State

AGREEMENT

The undersigned, being the Declarant named in the Declaration of Annexation to which this Agreement is attached hereby agree that it will, upon closing of the sale of the first Lot referred to in said Declaration of Annexation pay to the Bridle Path Homeowners Association, an amount equal to these reserves for replacement or deferred maintenance of the Common Area improvements within the real property described in said Declaration of Annexation necessitated by or arising out of the use and occupancy of the residences under any rental program conducted by Declarant (or its predecessors in interest) which has been in effect for not less than one year prior to the date of closing of said first Lot.

Dated: October 28, 1987.

BRYANT FINANCIAL CORPORATION  
a California corporation

By David McCall VICE PRES.

By \_\_\_\_\_

	88-175984	Rec Fee	9.00
		Check	9.00
	Recorded		
	Official Records		
	County of		
	Ventura		
	Richard D. Dean		
	Recorder		
	10:35am 17-Nov-88		
RECORDED AT REQUEST OF AND RETURN TO:			
When Recorded Mail To:			
James Pantaleo		CC	3
1777 Rambling Rd.			
Simi Valley, CA 93065			

AMENDMENT TO DECLARATION OF ESTABLISHMENT OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND RESERVATIONS

THIS AMENDMENT TO DECLARATION, made by BRIDLE PATH HOMEOWNERS ASSOCIATION, A NON-PROFIT CORPORATION (hereinafter referred to as "Association") is hereby set forth as follows:

WHEREAS, Association is the successor in interest to BRIDLE PATH HOMES, A LIMITED PARTNERSHIP, the Original Declarant of the Covenants, Conditions, Restrictions and Reservations executed and recorded September 3, 1976 in Book 4665, Pages 83 to 104 inclusive, Official Records of the County Recorder of the County of Ventura, State of California.

WHEREAS, Association is the governing body of the Covenants, Conditions, Restrictions and Reservations controlling the use of Lots 1 to 59 inclusive of Tract 2476 and Lots 1 to 422, inclusive and Lot 424, of Tract 2576 in the City of Simi Valley, County of Ventura, State of California.

WHEREAS, it has been determined it is desirable to make this Amendment.

WHEREAS, the membership of the Association was duly notified of a Special Meeting which was held on January 21, 1986. This Amendment of the Declaration of Covenants, Conditions, Restrictions and Reservations was duly voted on and approved at that meeting by a 80.3% majority of the Association. In accordance with this approval the Association declares that the DECLARATION shall be amended as follows:

Article X, Section 7 of said Covenants, Conditions, Restrictions and Reservations is hereby amended to include the following, in addition to that already included in said Section:

"Each owner shall continually maintain in a good condition landscaping on such Owner's Lot, such landscape shall be watered and kept clean and weed free. Dead materials shall be replaced in accordance with the landscape plan for each lot. It shall be the responsibility of each Lot Owner to maintain the parkways adjacent to this Lot in a safe condition and free from trash, weeds or other debris and public nuisances. Such maintenance shall include the maintenance of hedges, trees, shrubs, other plantings, fences and other permitted structures in a neat and safe condition and in a good state of repair. Each Owner shall maintain the portions of any bridle path adjacent to such Owner's Lot to the extent required by Section 7(H) of Article X of the Declaration."

Article X, Section 8 of said Covenants, Conditions, Restrictions and Reservations is hereby amended to include the following, in addition to that already included in said Section:

"In the event that Association resorts to legal action to enforce any of its rights under the Declaration or its Articles of Incorporation, By-Laws, or Rules and Regulations, including, without limitation, actions for enforcement of the maintenance obligations of an Owner or to abate a breach of the architectural provisions under the Declaration or to enforce any monetary obligation, including regular and special assessments and monetary penalties, the prevailing party shall be entitled to recover, in addition to any other relief, all costs of suit including actual attorney's fees."

Article X is further amended hereby to included the following as Section 11:

"Fining: In addition to all other enforcement rights granted under the Declaration, the Association shall have the right to impose fines and other monetary penalties for violations of the Declaration, as supplemented hereby, and of its Articles of Incorporation, By-Laws, and Rules and Regulations, subject to due notice and hearing and the right of the Owner to be heard in his or her own defense."

Article X, Section 3 of said Covenants, Conditions, Restrictions and Reservations is hereby amended to include the following, in addition to that already included in said Section:

"Anything in the Existing Covenants, Conditions, Restrictions and Reservations to the contrary notwithstanding, an Owner may erect and maintain on such Owner's Lot a Satellite Dish Antenna, provided that prior to erection and maintenance of any such antenna, the Owner shall obtain the approval of the Architectural Committee therefore in accordance with the architectural control provisions of the Declaration, as supplemented hereby."

IN WITNESS WHEREOF, BRIDLE PATH HOMEOWNERS ASSOCIATION, a Non-profit Corporation has caused this Amendment to Declaration of Establishment of Covenants, Conditions, Restrictions and Reservations to be executed and delivered by its duly authorized officers this 28th day of April, 1988.

BRIDLE PATH HOMEOWNERS ASSOCIATION,  
A NON-PROFIT CORPORATION

BY:

  
James Pantaleo, President

BY:

  
Marlane Gregoire, Secretary