

1904-1 Book 3398, p. 501  
 1904-2 - Book 124-81  
 Book 3395 - p. 964  
 1904-3 - Book 3783 - p. 367  
 Tract 2026-1 Book 3722 pages  
 1-284  
 Tract 2026-2 - Book 3890-9352  
 8021-58  
 Lot 123 not mentioned

500  
 2/3

## **Structure - Channel Islands Waterfront Homeowners Association**

The following is a summary of the authority and succession of the Channel Islands Waterfront Homeowners Association (CIWHA) and the applicable CC&Rs applying to Tracts 2026 and 1904 as derived from available documents.

On April 22, 1976, Articles of Incorporation were filed with the California Secretary of State for the Channel Islands Waterfront Homeowners Association (CIWHA) pursuant to what was then the California General Non-Profit Corporation Law and is now the Nonprofit Mutual Benefit Corporation Law. The Articles state that the primary purposes of the Corporation are to "... serve the interests of property owners at Mandalay Bay and Leeward Estates, Oxnard, California. . ." (note the 1976 use of "Leeward Estates")

Based on earlier proposals, By-Laws were adopted by the CIWHA on July 9, 1976.

On February 15, 1986, the CIWHA Board of Directors adopted revised By-Laws currently in effect.

### **T/M 2026 - Mandalay Bay**

On March 10, 1977, the Oxnard Marina Development Company, developer of the Mandalay Bay Project (Tract Map No. 2026) caused to be recorded in Book 4790, Page 43, Official Records of Ventura County, a declaration designating CIWHA as the sole member of the T/M 2026 Mandalay Bay Improvement Authority and granting all of its rights and powers, with respect to the operation of the Improvement Authority, to the CIWHA. The following CC&R related data apply -

1. CC&Rs - T/M 2026, Mandalay Bay, recorded September 18, 1970 in Book 3772, Page 441 and First Amendment recorded March 18, 1971 in Book 3794, Page 302. Schedule "A" applies to lots 1-284 of T/M 2026-1 while Schedule "B" sets forth the metes and bounds for T/Ms 2026 -2 and 2026-3. The subsequent transfer to another developer of a part of T/M 2026 did not invalidate the applicability of the CC&Rs which run with the land (follow the title) in the same manner as for the sale of an individual property. T/M 2026 Mandalay Bay CC&Rs therefore specifically apply to T/M 2026-1 and 2026-3.
2. CC&Rs - T/M 2026-2, recorded for Oxnard Marina Development Company by Zurn Industries on November 26, 1971 in Book 3890, starting at Page 352, is essentially a repeat of the T/M 2026 CC&Rs, extending them specifically to the lots comprising T/M 2026-2. Additionally, Page 368 defines contiguous Parcel 4C to be known as T/M 2026-3 when recorded. There is a subsequent T/M 2026-2 recording (August 11, 1972) by Oxnard Marine Development Company/Zurn Industries in Book 3994 starting at page 516, again without significant change from the original T/M 2026 CC&Rs.
3. T/M 2026-3 is subject to T/M 2026 Mandalay Bay CC&Rs as established by the

metes and bounds set forth in T/M 2026, Schedule "B", and in the T/M 2026-2 Declaration recorded as noted above. (When Zurn sold the property to Armstrong, the CC&Rs ran with the land (followed the title) in the same manner as for the sale of an individual property. Just as other owners, 2026-3 owners have prescribed easement rights into Mandalay Bay, the same common interest that applies to the balance of Tracts 2026 and 1904. Those easement rights of 2026-3 owners constitute an appurtenant common interest and confirm the tract as a Common Interest Development and subject to the Davis-Sterling Common Interest Development Act. A recent check of a Falkirk Bay property in T/M 2026-3 confirmed that its title is encumbered by the T/M 2026 Mandalay Bay CC&Rs.)

### **T/M 1904**

Boise Cascade Home and Land Corporation, successor in interest to R. A. Watt Company, Inc., as developer of Tracts 1904-1, 1904-2, and 1904-3, caused to be recorded on September 1, 1983 in the Official Records of Ventura County, California as Document #97122, a Supplemental Declaration which assigned its powers et al to the Channel Islands Waterfront Homeowners Association (CIWHA) and named therein the Architectural Review Committee as having the rights and duties to enforce the CC&Rs for all of Tract 1904.

1. CC&Rs - T/M 1904-1 recorded on July 9, 1968 in Book 3334 starting at Page 82 with 4 developer initiated recorded amendments.
2. CC&Rs - T/M 1904-2 recorded on November 7, 1968 in Book 3394 starting at Page 464 with 4 developer initiated recorded amendments and a subsequent declaration dated January 31, 1980 and recorded in Book 5603 starting at Page 100.
3. CC&Rs - T/M 1904-3 recorded on December 22, 1970 in Book 3783 starting at Page 367.

At their regular meeting on January 17, 1996, the CIWHA Board of Directors merged the T/M 2026 Mandalay Bay Improvement Authority with the T/M 1904 Architectural Review Committee. This 3-person committee is to be named the Architectural Review Committee, is to be comprised of 3 persons (at least one to be a resident/property owner in T/M 1904 and one in T/M 2026), will be chaired by the CIWHA President, and is charged with carrying out the declarations (CC&Rs) of the developer(s) as required by the succession documents from the developer(s) to the CIWHA, all subject to the direction and approval of the CIWHA Board of Directors. Assuming a 1996 revision of the By-Laws, this designation is of sufficient importance to be included.

The foregoing summary has been completed using all information available at the time of preparation. Any reader with contrary or additional information is requested to provide same to the end that this paper may most accurately reflect the relevant issues regarding the establishment of the CIWHA and the rights, duties, powers, and limitations applicable to the CIWHA Board of Directors.

*Topic responsibility for 1904 Developer, Boise Cascade,  
to C/HA on 8/19/83*

AGREEMENT FOR ASSIGNMENT OF POWERS OF REMOVAL  
AND APPOINTMENT WITH RESPECT TO  
THE CHANNEL ISLANDS (OXNARD MARINAS)  
ARCHITECTURAL REVIEW COMMITTEE  
AND FOR VESTING OF POWERS OF DECLARANT UNDER  
CERTAIN DECLARATIONS OF COVENANTS AND AMENDMENTS

This Agreement is made and entered into as of this 19th day of August, 1983, by and between Boise Cascade Home & Land Corporation, a Delaware corporation, successor in interest to Boise Cascade Building Co., a Delaware corporation, formerly known as R. A. Watt Company, Inc., (hereinafter collectively designated "Boise"), and, for the limited purposes stated herein, the Architectural Review Committee (hereinafter designated the "Architectural Review Committee") of Tract Nos. 1904-1, 1904-2, and 1904-3 (hereinafter collectively designated as "Tract 1904") in the City of Oxnard, County of Ventura, State of California, on one hand, and Channel Islands Waterfront Homeowners' Association, Inc., a California non-profit corporation, on the other hand (hereinafter designated "Association").

WHEREAS, Boise since on or about July 1968 has, as developer, acting through various subcontractors, consultants and other persons and entities, planned, designed, developed, constructed, sold and transferred lands and improvements comprising Tract 1904;

WHEREAS, Boise in connection with the development of Tract 1904 has filed certain Declarations of Limitations, Covenants, Conditions, Restrictions and Reservations affecting portions of the

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EXHIBIT "A"

97122

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real property within Tract 1904 and has amended and/or supplemented the same (hereinafter collectively designated the "Declaration of Covenants" or "Declaration");

WHEREAS, Boise acted as Declarant in filing the Declaration of Covenants and has under the Declaration of Covenants and at various times appointed various persons to constitute the Architectural Review Committee under the Declaration of Covenants;

WHEREAS, the current incumbents of the Architectural Review Committee are Rose M. Jones and Beverly A. Arslanian (hereinafter designated "the Current Members" of the Architectural Review Committee);

WHEREAS, Boise has determined, subject to each and all of the provisions of this Agreement that the powers of removal and appointment with respect to the Architectural Review Committee vested in Boise as Declarant should be assigned to Association as an organization whose membership contains residents and lot owners within Tract 1904 and which may thus properly act on behalf of and for the benefit of all residents and lot owners in said Tract in connection with the future appointment and removal of members of the Architectural Review Committee;

WHEREAS, the Current Members of the Architectural Review Committee are willing to resign upon the effective date of this Agreement in order to permit such future appointment and removal of members of the Architectural Review Committee by Association;

WHEREAS, Boise has also determined that Association is an organization which may properly be vested with the rights,

interests, privileges, easements, powers and duties (hereinafter collectively described as "powers"), heretofore retained or reserved by Boise as Declarant, except to the extent to which an exception to the vesting of same is specifically set forth within this Agreement;

WHEREAS, Boise and Association have agreed that this Agreement together with such supplemental declarations as are provided for herein will be necessary and proper to effect the turnover of the said power of appointment and removal and the vesting of such functions as are provided for by this Agreement, subject to the reservations stated herein; and

WHEREAS, Boise and Association have by the provisions of this Agreement agreed upon certain matters needed to facilitate and make workable the turning over of such power of appointment or removal and to effect the vesting of the functions previously referred to, and Association has further determined through its Board of Directors with the advice of its counsel, that the provisions of this Agreement are a fair, just and equitable resolution of the various matters included within the scope of this Agreement insofar as the residents and lot owners of Tract 1904 are concerned;

NOW, THEREFORE, THE PARTIES HEREIN AGREE to the following terms and conditions:

1. Assignment by Supplemental Declaration of Boise's Powers of Removal and Appointment with Respect to the Architectural Review Committee and Acceptance of Such Assignment by Association. Pursuant to, and to the extent that powers to do so are conferred

under Clause V, section 1 of the Declaration of Covenants, Boise hereby agrees to assign by those forms of Supplemental Declaration to which this Agreement is attached and in each of which it is incorporated as Exhibit "A", the powers of removal and appointment of Architectural Review Committee members effective as of the date of this Agreement which is determined to be December 10, 1982 (hereinafter designated the "Effective Date"). Association agrees to assume the responsibilities of Declarant for the appointment and removal of members of the Architectural Review Committee after the Effective Date and to effect such appointment from among those persons who are residents of Tract 1904.

2. Resignation of the Current Members of the Architectural Review Committee. The Current Members of the Architectural Review Committee, by their joinder in this Agreement, hereby agree to submit their resignations and cause such resignations to become effective as of the Effective Date, and thereafter the Current Members of the Committee shall no longer be members of the Architectural Review Committee, nor shall they have any responsibilities for any future acts of the same after the Effective Date.

3. Vesting by Boise as Declarant of the Rights, Interests, Privileges, Easements, Powers and Duties Contained in the Declaration of Covenants in Association Subject to Stated Exceptions. Pursuant to the provisions of Clause VI, section 7 of the Declaration of Covenants, Boise hereby vests in Association, and Association accepts, all of the powers either contained in the Declaration of Covenants or otherwise retained or reserved by Boise as Declarant

with the exception of the following provisions which are not vested by Boise in the Association:

(a) Clause IV, Paragraph 16(c) of the Declaration of Covenants. Boise does not vest in the Association any powers, Boise reserves all powers, and the Association shall receive no powers, to repeal, modify or abrogate in any manner whatever any provisions contained in the first and third sentences of paragraph 16(c) of the Declaration of Covenants, each of which shall be retained permanently as part of the Declaration of Covenants, with the exception that Association shall, in its complete discretion, have the power but not the duty to enforce the same by appropriate regulations and such other acts as it may determine are appropriate under the circumstances. Nothing in the foregoing provision shall in any manner whatsoever affect the powers vested in Association under the provisions of the second sentence of said paragraph 16(c). Clause IV, paragraph 16(c) of the Declaration of Covenants reads as follows:

"Each owner of any waterfront lot shall maintain in good and safe condition and repair all bulkheads located in, upon or under said lot, including all footings, pilings and ancillary structures therefor or thereto, together with any channel easement facilities appertaining to said lot.



Without the prior written consent of the Architectural Review Committee, no such channel easement facilities shall be leased or used except by the owner thereof and said owner's family, guests and visitors. Each owner of any waterfront lot assumes all duties and obligations of Declarant with respect to bulkheads and the channel easement area appurtenant thereto by his purchase of the lot upon which the same are located or to which they are appurtenant or appertain."

(b) Clause IV, Paragraph 18(f) of the Declaration of Covenants. Boise does not vest in the Association any powers, Boise reserves all powers, and the Association shall receive no powers, to repeal, modify or abrogate in any manner whatever, any provisions contained in Clause IV, paragraph 18(f) of the Declaration of Covenants, which shall be retained permanently as part of the Declaration of Covenants, subject to the further proviso that both Association and the Architectural Review Committee to be appointed by it, in addition to Declarant and the Architectural Review Committee appointed by it, including, but not limited to, the Current Members and all past members of the Architectural Review Committee, shall each of them enjoy the immunity from

responsibility provided by and to the full extent permitted by, said paragraph 18(f). Clause IV, paragraph 18(f) of the Declaration of Covenants reads as follows:

"Neither Declarant nor the Architectural Review Committee shall be responsible for any defects in any building or other structure erected, constructed, installed, placed, altered or maintained in accordance with or pursuant to any plans and specifications, color scheme, plot plan or grading plan approved by the Architectural Review Committee or any conditions or requirements that said Committee may have imposed with respect thereto."

(c) Clause IV, Paragraph 25(b) of the Declaration of Covenants. Boise, after the date of recordation of this Agreement and the Supplemental Declaration implementing the same, relinquishes finally and permanently and does not vest in the Association any powers, and therefore Association shall receive no powers, under Clause IV, paragraph 25(b) of the Declaration of Covenants, except that this relinquishment and withholding of powers shall not effect any powers of the Architectural Review Committee under existing provisions of subparagraph (a) of paragraph 25 or any other existing provision of the Declaration of Covenants. Clause IV, paragraph 25(b) of the Declaration

of Covenants, reads as follows:

"Said Covenants constitute the minimum conditions and restrictions applicable to lots. Declarant hereby reserves a right to add or impose by a supplemental declaration other and more stringent limitations, covenants, conditions, restrictions and reservations with respect to any lot or lots now or hereafter owned by it, including the right to increase setback requirements and square footage requirements with respect to buildings and other structures and otherwise to increase and supplement, but not to diminish said Covenants affecting said real property except by permit given pursuant to subparagraph (a) of this Paragraph 25, and regardless of conveyance of any lot(s) subject to said Covenants."

(d) Clause VI of the Declaration of Covenants.

As to Tract 1904-1 only, Boise hereby relinquishes finally and permanently and does not vest in the Association any powers, and therefore Association shall receive no powers, under Clause VI of the Declaration of Covenants. Clause VI of the Declaration of Covenants in Tract 1904-1 reads as follows:

**"OPTION TO PURCHASE**

**1. RESERVATION.**

To preserve the value inherent in subject property and to keep a constant market therefor, Declarant reserves to itself and its successors and assigns an assignable option to purchase any lot or lots together with any improvements thereon on the same terms and conditions as may be contained in any bona fide offer that any owner thereof may receive for the purchase thereof or any bona fide offer or counter-offer that such owner may make for the sale thereof at any time or times. Declarant, its successors and assigns shall have a period of five (5) business days following 9:00 o'clock A.M. of the first business day after actual receipt by it of notice from any such owner of any such offer or counter-offer to exercise its option to purchase said lot or lots and improvements. Said notice shall specify the lot or lots affected, the terms and conditions contained in such offer or counter-offer and the names and addresses of the offeree and offeror. Declarant may exercise said option by a written notice delivered to said owner or mailed to said owner's address by certified or registered mail, postage prepaid, within said

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period in which notice Declarant shall agree to purchase said property and improvements upon the same or more favorable terms and conditions. Should Declarant fail within said period so to exercise its option, then the owner of said property shall have the right to sell said property and improvements to the person making such offer or receiving such offer or counter-offer but only upon said terms and conditions and subject to each and every limitation, covenant, condition, restriction, and reservation and term herein contained. In no event shall this option be exercisable for the purpose of discriminating against any person because of such person's race, color, creed, religion or national ancestry. This option shall terminate 21 years after the death of all issue of R. A. Watt, President of Declarant, living on the date hereof unless sooner terminated.

**2. INVALIDITY OF ASSIGNMENT - REVERTER.**

Any transfer or assignment of any lot made in violation of this Clause VI shall be void and of no force or effect. Declarant's transfer of each and all of the lots is made upon the express condition that any transfers, assignments, or conveyances of said lots shall be made in

accordance with the provisions of this Clause VI, and should any lot or lots be transferred, assigned or conveyed in violation of any provision of this Clause VI, said lot or lots shall immediately revert to Declarant, its successors and assigns who may thenceforth reenter and take and hold the same.

3. TERMINATION.

The provision of this Clause VI may be terminated at any time by supplemental declaration executed by Declarant and recorded in the Official Records of Ventura County, California, and if so terminated, said Clause shall be inoperative as to all owners or purchasers of lots in subject property."

Boise heraby agrees to implement and Association to accept the transfer, retention, withholding and/or relinquishment of the foregoing powers, as specified in each of the foregoing subparagraphs, by those forms of Supplemental Declaration to which this Agreement is attached and in each of which it is incorporated as Exhibit "A".

4. Non-Waiver of Rights Regarding Existing Litigation.

Boise and members of Association (but not Association) were parties to that certain litigation known as Ted F. Fleisher, et al., plaintiffs v. City of Oxnard, et al., defendants, settled by the Superior Court of the State of California for the County of Ventura as Nos. 58889, 59364 and 60536 (consolidated) (hereinafter designated the

"Litigation"). By reason of the foregoing facts Boise and Association each hereby agree for themselves and for the Current Members and any past and future members of the Architectural Review Committee, that nothing in this Agreement shall either be utilized or deemed admissible either as an admission of liability or responsibility of any kind, or as a defense to any responsibility or other liability of any kind asserted in said Litigation (none of which is admitted hereby) whether by way of complaint, cross-complaint or answer to any of the same, or be deemed to abridge or otherwise affect any settlement arrangements or revive any claims in the Litigation.

5. Cooperation by Boise. Boise shall, for the period of one (1) year from the Effective Date cooperate with the Association and with the Architectural Review Committee as appointed by the Association in regard to providing existing information regarding the past exercise of any functions (with the exception of any matter that may be privileged under California law). Such provision of information shall not amount to participation in any acts of the Architectural Review Committee after the Effective Date, and neither Boise, nor its corporate affiliates, nor the Current Members of the Architectural Review Committee or any past member thereof, shall have any responsibility in connection with the use of any such information or any acts performed pursuant to the receipt of the same.

6. Determination of Further Responsibilities of Boise.  
With the exception of those obligations specifically assumed under

this Agreement, Boise shall have no other or further obligations of any kind whatever in relation to the Association or to the Architectural Review Committee to be appointed by Association after the Effective Date, or any matters concerning the same.

7. Inurement. This Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of both Boise and the Association and, insofar as it is applicable to the same, the Current Members of the Architectural Review Committee and all past members thereof, and the Architectural Review Committee and the members thereof to be appointed by Association, provided that neither Boise, Association, such Current Members, past members, the Architectural Review Committee or any members to be appointed in the future shall become liable for any matters by reason of this Agreement as to which they are exempted or relieved from liability by any provisions of the Declaration of Covenants.

8. Implementation. Boise and the Association shall upon the execution of this Agreement, be bound to undertake and perform in good faith such acts as may be necessary to carry out the same.

9. Merger and Integration. This Agreement shall constitute the entire agreement between Boise and Association respecting the matters set forth therein. All prior negotiations are merged therein, and this Agreement shall supersede any and all prior agreements whether written or oral between the parties hereto respecting any such matters.



18. Notices. Any notice, including but not limited to any request, demand, instruction, consent, approval or other communication to be given to any party hereunder shall be in writing and shall be sent by registered or certified mail as follows:

If to Association, to:

Channel Islands Waterfront  
Homeowners' Association, Inc.

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and to:

Ronald E. Landers  
Attorney at Law  
501 West Channel Island Blvd. Suite 207  
Port Hueneme, California 93041

If to Boise, to:

Rose M. Jones  
Corporate Real Estate  
Boise Cascade Corporation  
One Jefferson Square  
Boise, Idaho 83728

and to:

Boise Cascade Home & Land Corporation  
c/o J. Randolph Ayre  
Vice President, Legal Department  
Boise Cascade Corporation  
One Jefferson Square  
Boise, Idaho 83728

and to:

Robert M. Deaky  
Attorney at Law  
4 West Fourth Avenue, Suite 311  
San Mateo, California 94402

If to the Architectural Review Committee, to:

RECORDING REQUESTED BY:

Boise Cascade Home & Land Corporation

WHEN RECORDED RETURN TO:

Robert H. Deaky, Esq.  
4 W. Fourth Ave., Ste. 311  
San Mateo, CA 94402

07122 ✓

RECORDED IN OFFICIAL RECORDS  
OF VENTURA COUNTY, CALIFORNIA

SEP 1 1983 AT 8:30 AM

RICHARD D. DEAN, COUNTY RECORDER

PAID BY CR

FEE \$23.00/24

SUPPLEMENTAL DECLARATION OF  
LIMITATIONS, COVENANTS, CONDITIONS, RESTRICTIONS  
AND RESERVATIONS ASSIGNING POWERS OF REMOVAL AND  
APPOINTMENT WITH RESPECT TO THE CHANNEL ISLANDS  
(OXNARD MARINAS) ARCHITECTURAL REVIEW COMMITTEE  
AND FOR VESTING OF POWERS OF DECLARANT UNDER  
PROVISIONS OF THE DECLARATION, WITH RESERVATIONS  
AFFECTING THAT REAL PROPERTY KNOWN AS TRACT NO. 1904-1  
IN THE CITY OF OXNARD, COUNTY OF VENTURA, CALIFORNIA

THIS DECLARATION is made this 19th day of August, 1983, by  
BOISE CASCADE HOME & LAND CORPORATION, a Delaware corporation,  
successor in interest to BOISE CASCADE BUILDING CO., a Delaware  
corporation, which was previously named R. A. Watt Company, Inc.  
(hereinafter collectively designated "Declarant").

R E C I T A L S

WHEREAS, Declarant was and is the Declarant under the  
Declaration of Limitations, Covenants, Conditions, Restrictions  
and Reservations Affecting Portions of the Real Property Known  
as Tract 1904-1 in the City of Oxnard, County of Ventura, made  
on the 9th day of July, 1968, and recorded in Book 3334, Page 82,  
in the Official Records of the County of Ventura, State of  
California, which Declarations were subsequently amended by an  
Amendment to the same recorded in Book 3348 at Page 301 of such  
Official Records, by a Second Amendment to the same recorded  
in Book 3352 at Page 556 of such Official Records, by a Third

Amendment to the same recorded in Book 3365 at Page 483 of such Official Records, by a Fourth Amendment to the same recorded in Book 3527 at Page 584 of such Official Records, and by a Supplemental Declaration recorded in Book 5603 at Page 96 of such Official Records on the 27th day of February, 1980; and

WHEREAS, Declarant pursuant to such Declarations, such Amendments, and such Supplemental Declaration, hereby desires to exercise its powers under each and all of the said instruments in order to accomplish the following:

(a) To permit Declarant pursuant to Clause V, section 1, of such Declarations as amended and supplemented, to assign by Supplemental Declaration its powers of removal and appointment with respect to the Architectural Review Committee for the above-described tract to the Channel Islands Waterfront Homeowners' Association, Inc., as an association or corporation selected by Declarant pursuant to such provision and subject to such terms and conditions as are contained in this Supplemental Declaration; and

(b) To permit Declarant pursuant to such Declarations as so amended and supplemented, to exercise its powers under Clause VII, section 7, of said Declarations as so amended and supplemented, to vest in Channel Islands Waterfront Homeowners' Association, Inc. as an appropriate corporation or association to be so vested, certain rights, interests, privileges,

easements, powers and duties heretofore retained or retained or reserved by Declarant, subject to certain exceptions and reservations as hereinafter stated; and

WHEREAS, Channel Islands Waterfront Homeowners' Association has indicated that it is willing to accept the vesting of such powers and/or rights, interests, privileges, easements or duties as are to be conferred on it, subject to such exceptions and reservations; and

WHEREAS, Declarant and Channel Islands Waterfront Homeowners' Association, Inc. have entered into an agreement designated the Agreement for Assignment of Powers of Removal and Appointment with Respect to the Channel Islands (Oxnard Marinas) Architectural Review Committee and for Vesting of Powers of Declarant Under Certain Declarations of Covenants and Amendments, a copy of which agreement (hereinafter designated the "Agreement") is attached to and incorporated in this Supplemental Declaration as Exhibit "A";

NOW, THEREFORE, Declarant by the making and filing of this Supplemental Declaration hereby exercises the following powers under the above Declarations as amended and supplemented, as follows, to wit:

1. Declarant assigns by this Supplemental Declaration to Channel Islands Waterfront Homeowners' Association, Inc., a California non-profit corporation ("Association"), Declarant's powers of removal and appointment with respect to the Architectural Review Committee for the above tract, with the right of Association as such successor to Declarant and acting as Declar-

ant in all respects, to carry out and continue to carry out any and all powers of Declarant as may be necessary or otherwise proper in connection with such successor's exercise of the same, and in all respects in conformance with the powers contained in the above Declarations as amended and supplemented.

2. Declarant, by this Supplemental Declaration, vests Association with any and all of Declarant's rights, interests, privileges, easements, powers and duties which have been retained and reserved by Declarant under the Declarations as amended and supplemented, subject however, to any and all exceptions and reservations which are contained in the Agreement attached as Exhibit "A" to this Supplemental Declaration, and further subject to the conformity by Declarant with each and all of the provisions of the Declarations as amended and supplemented.

3. Declarant shall upon such assignment and vesting of its powers, rights, interests, privileges, easements and duties pursuant to sections 1 and 2 of this Supplemental Declaration, be relieved and discharged from every duty previously vested in it under the said Declarations as amended and supplemented, subject only to any matters specifically excepted or reserved in the Agreement attached and incorporated herein as Exhibit "A".

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed by its Vice President, attested to by its Assistant Secretary, and its Corporate Seal hereto affixed, on this

23rd day of August, 1983.

BOISE CASCADE HOME & LAND CORPORATION,  
a Delaware corporation, successor to  
BOISE CASCADE BUILDING CO., which was  
formerly known as R. A. WATT COMPANY,  
INC., Declarant

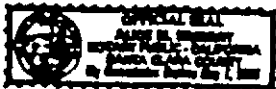
By: Rose M. Jones  
Its: Vice President

Attest: Beverly A. Arslanian  
Assistant Secretary

STATE OF CALIFORNIA )  
COUNTY OF SANTA CLARA ) ss.

On this the 23rd day of August, 1983, before me, Allen M. Murray, the undersigned Notary Public, personally appeared ROSE M. JONES and BEVERLY A. ARSLANIAN personally known to me to be the persons who executed the within instrument as Vice President and Assistant Secretary on behalf of BOISE CASCADE HOME & LAND CORPORATION, and acknowledged to me that the corporation executed it.

WITNESS my hand and official seal.



Allen M. Murray  
Notary Public

When recorded  
return to:  
R. A. WATT COMPANY, INC.  
16901 So. Western Ave.  
Gardena, California 90247

59292 BOOK 3395 PAGE 464

RECORDED AT REQUEST OF  
TITLE INS & TR CO...I  
AT 8:00 A.M.  
OFFICIAL RECORDER VENTURA COUNTY  
NOV-7 1968 1

*Robert H. [Signature]*

1904-2

DECLARATION OF  
LIMITATIONS, COVENANTS, CONDITIONS, RESTRICTIONS  
AND RESERVATIONS AFFECTING PORTIONS OF THE  
REAL PROPERTY KNOWN AS TRACT 1904-2  
IN THE CITY OF OXNARD  
COUNTY OF VENTURA, CALIFORNIA

FEE \$23.60-28

THIS DECLARATION, made this 6<sup>th</sup> day of November  
1968, by R. A. WATT COMPANY, INC., a Delaware corporation (herein-  
after called "Declarant"),

W I T N E S S E T H:

WHEREAS, Declarant is the record owner of the real property  
described in Clause I of this declaration (hereinafter sometimes  
referred to as "subject property"); and

WHEREAS, Declarant has established a general plan of develop-  
ment of subject property and the lots therein for the benefit of  
subject property and each and every lot, part or parcel thereof or  
therein and desires to secure the uniform development of subject  
property and said lots, parts and parcels in accordance with said  
plan;

NOW, THEREFORE, Declarant hereby declares that subject property  
and each and every lot, part or parcel thereof or therein is and  
shall be owned, held, transferred, sold, conveyed, hypothecated or  
encumbered, leased, rented, used, occupied, maintained, altered,  
and improved subject to the limitations, covenants, conditions,  
restrictions, reservations, exceptions and terms (hereinafter col-  
lectively referred to as "said Covenants") hereinafter set forth,  
as a part of and pursuant to a common and general plan of develop-  
ment and improvement of subject property. Said Covenants shall run  
with the land, and shall bind, be a charge upon, and inure to the  
benefit of all of subject property and each lot, part or parcel

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and each owner of any such lot, part or parcel and his heirs, successors, administrators, and assigns for the benefit of each such lot, part or parcel and for the mutual benefit of all such lots, parts and parcels and the respective owners thereof. It is the intent of the Declarant that each of said Covenants shall be mutual and equitable servitudes upon and in favor of each lot, part or parcel of or in subject property and the present or future owner or owners thereof and its, his or their heirs, successors, administrators, executors and assigns, all as a part of a common and general plan and scheme of development and improvement of subject property.

CLAUSE I

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is subject to said Covenants is situated in the City of Oxnard, County of Ventura, State of California, and is described and shown as:

Parcel 1. Lots 124 through 219, inclusive;

Parcel 2. Those certain easements for boat slip and dock purposes shown as 124-E through 219-E;

on the final map for Tract No. 1904-2 in the City of Oxnard, which map was recorded in the Office of the County Recorder, Ventura County, California on NOVEMBER 6, 1968, in Book 50, at Pages 26 through 28, inclusive, of Miscellaneous Map Records (hereinafter referred to as "said tract map").

CLAUSE II

GENERAL PURPOSES OF THIS DECLARATION

Subject property and every lot, part or parcel thereof or therein is subject to said Covenants to insure the proper use and appropriate and uniform development and improvement thereof; to protect



each owner of any lot, part or parcel in or of subject property against such improper use of any other such lot, part or parcel as may depreciate the value of its or his property; to guard against the erection on subject property of buildings or structures built of improper or unsuitable materials; to encourage the erection of attractive improvements on subject property at appropriate locations; to secure and maintain proper setbacks from streets and adequate free spaces between structures; and in general to provide for a high type and quality of development and improvement in and on subject property.

### CLAUSE III

#### DEFINITIONS

For the purposes hereof the following explanations and definitions of words, terms and phrases shall govern, unless the context thereof indicates a different meaning:

**ARCHITECTURAL REVIEW COMMITTEE:** The Committee provided for in Clause V hereof.

**ACCESSORY BUILDING:** A subordinate building or portion of a principal building, other than a garage, the use of which is incidental to that of the principal building and customary in connection with that use.

**BASEMENT:** A portion of a building located partly underground and having more than two-thirds of its clear floor-to-ceiling height below the average grade of the adjoining ground at the building front.

**BUILDING:** Any structure having a roof, supported by columns or by walls and intended for the shelter, housing or enclosure of any person, animal, chattel or property of any kind.

**BUILDING HEIGHT:** The vertical distance measured from the established ground level to the highest point of the following: (1) the

top side of the ceiling beams in the case of a flat roof; (ii) the deck line in the case of a mansard roof; and (iii) the mean level of the top side of rafters between the eaves and the ridge in the case of a gable, hip or gambrel roof. Chimneys shall not be included in calculating the building height.

CHANNEL EASEMENT AREA (FOR BOAT SLIP AND DOCK PURPOSES): The area of waterway shown and designated on said final map for Tract 1904-2, designated by a number corresponding to the number of the lot abutting said area, followed by the letter "E". Such areas are for the purpose of storing and keeping boats and other watercraft therein and for all other purposes incident thereto in said waterway.

CHANNEL EASEMENT FACILITIES: Docks, decks, wharves, floats, slips, ramps, piers, landings and other structures or equipment located or proposed to be located in any waterway.

DECK: A structure located over any waterway and appended to any adjoining waterfront lot, the top surface of such structure being at approximately the same elevation at the ground surface of any such lot; docks, wharves and other structures for the mooring, storing, maintenance or operation of any boat or other watercraft shall not be considered decks.

DWELLING: A residential building for single family occupancy permitted to be built hereunder, not including accessory buildings or garages.

FAMILY: One or more persons each related to the other by blood, marriage, or legal adoption, or a group of not more than three persons not all so related, together with his or their domestic servants, maintaining a common household in a dwelling.

GARAGE: A building or portion of a building designed for the

purpose of parking and sheltering automobiles, whether attached, partially attached or separate from the dwelling.

GRADE: Any excavation or fill, or any combination thereof, upon all or any part of lot, or any slope or other condition which results from any excavation or fill.

LOT: Each parcel of land shown as a lot in the recorded final map of subject property and designated on said map by a separate number.

LOT AREA: The area of a horizontal plane, bounded by the vertical planes through front, side, and rear lot lines.

LOT LINE, FRONT: That boundary line of a lot which is along a street line, except as otherwise designated by the Architectural Review Committee. On corner lots (i.e., lots bounded on two sides by streets), the front lot line shall be the line designated by the Architectural Review Committee.

LOT LINE, REAR: That boundary line of a lot which is more distant from and is, or is approximately, parallel to the front lot line.

LOT LINE, SIDE: Any boundary line of a lot which is not a front or rear lot line.

OWNER OR OWNERS: A person or persons, as the case may be, whose estate or interest in a lot, individually or collectively, aggregate fee simple absolute ownership thereof.

RAMP: Any platform, gangway or other structure, movable or immovable, which provides access from a ground or deck surface to the surface of any channel easement facility; docks, wharves and other structures for the mooring, storing, maintenance or operation of any boat or other watercraft shall not be considered ramps.

STORY: That portion of a building included between the surface

of any floor and the surface of the floor next above; or, if there is no floor above, the space between the floor and the ceiling next above. A basement shall not be counted as a story.

STORY, HALF: A space under a sloping roof which has the line of intersection of roof decking and wall not more than three feet (3') above the top floor level, and in which space not more than sixty percent (60%) of the floor area is completed for principal or accessory use.

STRUCTURE: Anything erected, constructed, placed, laid or installed in, on or over said real property the use of which requires a location on or in the ground or in any waterway.

WATERFRONT: The lot line or lines as shown on said tract map, which adjoin a waterway.

WATERFRONT LOT: Any lot which shall adjoin a waterway without regard to whether Declarant, or the owner of such lot, now or hereafter may own or have an interest in, upon or under said waterway.

WATERWAY: Any lands now covered or hereafter covered by navigable waters at high or low tide whether within, adjacent or contiguous to the boundaries of Tract No. 1904-2.

#### CLAUSE IV

##### GENERAL RESTRICTIONS

##### 1. LAND USE AND BUILDING TYPE.

All lots shall be used for private, single family residence purposes only. No building shall be constructed, erected, placed, altered or maintained on any lot, except one dwelling designed by a licensed architect and designed and erected for occupancy by one family, and one private garage containing not less than two (2) parking spaces; provided, however, said garage may contain such

additional number of parking spaces as shall be first approved in writing by the Architectural Review Committee. Any garage shall be used solely by the owners or occupants of the dwelling to which it is appurtenant. Accessory buildings may be erected only after approval in writing has first been obtained from the Architectural Review Committee.

No building, any part of which is for dwelling purposes, shall in any manner be occupied or lived in while in the course of original construction or until made to comply with all requirements as to area and with all other conditions set forth or referred to herein or in any further restrictions established and applicable to said tract. No building, structure, or vehicle, anywhere on the tract, other than a completed dwelling shall ever be lived in or used for dwelling purposes, including tents, shacks, trailers, outbuildings, garages, or other such structures, nor shall any sign or billboard be erected, placed or maintained on any lot. However, nothing in this paragraph shall be construed to prevent the erection, placement or maintenance by Declarant or its successor or assigns, of signs, trailers, offices or buildings in connection with the conduct of tract business and/or development and sale of any part of said tract.

#### 2. HEIGHT LIMITATION.

No residence exceeding two stories in height or a height of twenty-eight (28) feet from the reference grade of any lot shall be erected or maintained except with the express written consent of the Architectural Review Committee.

#### 3. DWELLING SIZE.

Without the prior written consent of the Architectural Review Committee the total floor area of each dwelling, exclusive of garages, carports, open terraces, open patios, open porches and breezeways, shall be not less than:

(a) 1350 square feet on a lot having an area of 4,499 square feet or less; and

(b) 1,750 square feet on a lot having an area of 4,500 square feet or more.

4. FRONT, REAR, AND SIDE SETBACK.

No residence, or any part thereof with the exception of roof eaves may exceed the minimum front, rear and side yard setbacks as required under the applicable laws of the governmental agency having jurisdiction over improvements in the tract. No fence, wall or hedge may be erected or maintained in front of the prescribed front setback line exceeding a height of three feet (3'). Except where a swimming pool is installed in the front setback area the fence may exceed three feet (3') in height in order to conform to the applicable laws of the governmental agency having jurisdiction thereover. No fence, wall, hedge, gear locker or other structure may be erected or maintained to the rear of the prescribed rear setback line of any waterfront lot exceeding a height of thirty inches (30").

3' fence front

30" line

5. DRIVEWAYS.

Access driveways and other paved areas for vehicular use on a lot shall have a wearing surface of Portland cement concrete or asphaltic concrete, or the equivalent thereof. Plans and specifications for all driveways, culverts, pavement edging or markers shall be first approved in writing by the Architectural Review Committee.

6. BASEMENT, SWIMMING POOLS AND EXCAVATIONS.

No basement or excavation shall be constructed or made on any lot without the prior written approval of both the Architectural Review Committee and the governmental agency having jurisdiction thereover.

7. CHIMNEYS:

No chimney shall extend more than four feet (4') above the building height of any dwelling without the prior written approval of the Architectural Review Committee.

8. NUISANCES.

No noxious or offensive activity shall be carried on, in or upon any part of subject property, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood. No reptiles, birds, or animals except canaries, parakeets (or similar species of birds), dogs and cats, and no more than two (2) animals, shall be kept or maintained on any lot. No burning of refuse shall be permitted outside any dwelling, except that the burning of leaves is permitted as or if allowed by ordinance of the City of Oxnard.

9. PARKING - PARKWAYS.

The use of any garage, carport, driveway, parking area, waterfront, channel easement facility, or other facility which may be in front of or adjacent to or part of any lot as a habitual parking place for commercial vehicles is prohibited. The owners of lots shall be responsible for the maintenance and repair of lands and parkways located between their lot lines and the edges of street or thoroughfare pavements on which said lots face or abut or to which they are adjacent. Said lands and parkways shall be kept clean and clear of refuse and shall not be used for the parking of private or commercial vehicles or boats or trailers. The term "commercial vehicles" shall include all automobiles, station wagons, trucks, boats, watercraft, other land, air and water vehicular equipment which shall bear signs or have printed on the side of same any reference to any commercial undertaking or enterprise.

#### 10. PLANT DISEASES OR NOXIOUS INSECTS.

No owner shall permit any thing or condition to exist upon his lot which shall induce, breed or harbor infectious plant diseases or noxious insects.

#### 11. NAMEPLATES, TELEVISION OR RADIO ANTENNAE AND TOWERS, LAUNDRY DRYING FACILITIES OR YARDARMS.

There shall be not more than one nameplate on each lot. Said nameplate shall be not more than seventy-two (72) square inches in area, and shall contain the name of the occupant and/or the address of the dwelling. It may be located on the door of the dwelling or the wall adjacent thereto, or upon the wall of an accessory building or structure, or it may be freestanding in the front or sideyard, provided that the height of the nameplate is not more than twelve inches (12") above the adjoining ground grade. No television or radio antennae, or tower, yardarm or laundry drying equipment shall be erected or used outdoors, whether attached to a building or structure, or otherwise, unless first approved in writing by the Architectural Review Committee.

#### 12. TEMPORARY STRUCTURES.

No trailer, mobilehome, trailer coach, recreational vehicle, vehicle, basement of an uncompleted building, tent, shack, garage or barn, and no temporary building or structure of any kind shall be used at any time for a residence either temporary or permanent. Temporary buildings or structures used during the construction of a dwelling shall be on the same lot as the dwelling, and such buildings or structures shall be removed immediately after the completion of construction.

#### 13. UNDERGROUND UTILITIES.

No pipes, conduits, lines, wires, equipment or facilities for the communication, transmission or metering of electricity, gas,



water, telephonic current, or other utilities shall be constructed, placed, or permitted to be placed anywhere in or upon any lot, other than within buildings or structures or attached to the walls thereof, unless the same shall be contained in pipes, conduits, cables, or vaults constructed, placed, and maintained underground or concealed in or under buildings or other approved structures.

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#### 15. OIL AND MINING OPERATIONS.

No lot shall be used for the purpose of boring, mining, quarrying, exploring for, or removing water, oil or other hydrocarbons, minerals of any kind, gravel, or earth. No machinery shall be placed, operated, or maintained upon any lot except such machinery as is usual and customary in connection with the maintenance of a private residence.

#### 16. WATERFRONT STRUCTURES AND USES.

(a) No owner of any waterfront lot shall locate, construct, maintain or operate any channel easement facilities or any decks and ramps, except within the limits of the channel easement area appertaining to such lot. The channel easement areas shall not be owned, held, leased or used except as provided in subsection (c) of this paragraph 16, and all right, title and interest and estate of each owner of any waterfront lot in the same shall revert to and vest in Declarant with the reversion of the lot to which the same appertain in accordance with Clause VI hereof. Each conveyance

or transfer of a waterfront lot shall include all right, title, interest and estate of the owner in the channel easement area appertaining thereto.

(b) No channel easement facilities shall be constructed, erected, installed, placed, altered or maintained except in strict accordance with the provisions of Paragraph 18 hereof, and all such facilities shall be subject to all applicable laws, rules or regulations of any governmental body. Each owner shall at his sole cost and expense obtain any consent, approval, permit or authorization be obtained prior to approving plans for any such channel easement facilities in accordance with the provisions of Paragraph 18 hereof.

(c) Each owner of any waterfront lot shall maintain in good and safe condition and repair all bulkheads located in, upon or under said lot, including all footings, pilings and ancillary structures therefor or thereto, together with any channel easement facilities appertaining to said lot. Without the prior written consent of the Architectural Review Committee, no such channel easement facilities shall be leased or used except by the owner thereof and said owner's family, guests and visitors. Each owner of any waterfront lot assumes all duties and obligations of Declarant with respect to bulkheads and the channel easement area appurtenant thereto by his purchase of the lot upon which the same are located or to which they are appurtenant or appertain.

(d) Without the prior written consent of the Architectural Review Committee, no structures or facilities shall be located, constructed, maintained or operated in, upon or under any channel easement area, except for channel easement facilities.

(e) Each owner of a waterfront lot shall at his sole cost and expense keep and maintain all channel easement facilities located in the channel easement area or deck and ramp area appurtenant to his lot in good condition, repair and appearance which shall include,

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but shall not be limited to, the duty to maintain, repair and periodically paint or refurbish the same.

(f) Declarant shall have the right to make, promulgate, supplement, amend, change or revoke rules and regulations pertaining to the use and operation of the channel easement areas and the waterways without advance notice to lot owners. Without limiting the generality of the foregoing, such rules and regulations may pertain to the launching, recovery, mooring, storage, maintenance and operation of boats; the painting, repairing and overhauling of all or any part of a boat or any engine, motor, equipment or appliance in or upon such boat; swimming, fishing and other aquatic activity; the storage of fuel, equipment and personal property of every kind and character; and the discharge, collection or disposal of sanitary sewage, garbage and other waste substances.

(g) Declarant reserves the right to enter upon and use any portion of the real property underlying the channel easement areas or the waters overlying the same for any lawful purpose which does not unreasonably interfere with a lot owner's use of the same. Without limiting the generality of the foregoing, Declarant reserves an assignable easement and right of way in, under and through the real property underlying all of said areas and ways for the purposes of constructing, placing and maintaining therein footings, pilings for bulkheads and channel easement facilities on or appurtenant to adjacent lots.

#### 17. HOME OCCUPATIONS.

No gainful occupation, profession, or trade or other non-residential use, shall be conducted on any lot or in any building.

#### 18. ARCHITECTURAL CONTROLS.

(a) No building or other structure of any kind, including

without limitation, dwellings, accessory buildings, garages, fences, walls, retaining walls, bulkheads, sidewalks, steps, awnings, poles, swimming pools, tennis courts and channel easement facilities shall be erected, constructed, installed, placed, altered or maintained upon any lot or upon any street, parkway, waterway or waterfront adjacent thereto unless and until complete and detailed plans and specifications therefor, color scheme thereof, if appropriate, and a plot plan showing and fixing the location of such structure with reference to streets, waterways and lot lines (and the grading plan, if requested) shall have been first submitted for approval to and approved in writing by the Architectural Review Committee. Such plans and specifications, color scheme, plot plan and grading plan shall be submitted in writing over the signature of the owner or his duly authorized agent on a form prepared by the Architectural Review Committee. Approval by said Committee of the erection, construction, installation, placement, alteration or maintenance of said structure may be withheld because the same would or might, in its judgment, cause or result in a violation of said Covenants and also because of the reasonable dissatisfaction of said Committee with the grading plan, location of the structure, color scheme, finish, design, proportions, architecture, shape, height, style or appropriateness of the proposed structure or altered structure, materials proposed to be used therein, kind, pitch or type of the roof proposed to be placed thereon, or because of its reasonable dissatisfaction with any or all other matters or things which, in the reasonable judgment of the said Committee, would render the proposed structure inharmonious or out of keeping with the general plan of improvement of subject property.

(b) If the Architectural Review Committee shall disapprove of any plans and specifications, color scheme, plot plan or grading

plan submitted for approval, it shall send notice of its disapproval to the person or persons applying for said approval at the address set forth in the application therefor within thirty (30) days from the date said plans and specifications, color scheme, plot plan and grading plan are presented to the Architectural Review Committee. If notice of disapproval is not so sent, the plans and specifications, color scheme, plot plan or grading plan submitted shall be deemed to have been approved by the Architectural Review Committee in accordance with the provisions of this Paragraph 18.

(c) The approval of the Architectural Review Committee of any plans or specifications, color scheme, plot plan or grading plan submitted for approval for use on any particular lot, shall not be deemed to be a waiver by the Architectural Review Committee of its right to object to any of the features or elements embodied therein if and when the same features or elements are embodied in any subsequent plans and specifications, color scheme, plot plan or grading plan submitted for approval with respect to any other lots.

(d) No building or other structure for which any plans and specifications, color scheme, plot plan or grading plan have been approved by the Architectural Review Committee shall be erected, constructed, installed, placed, altered or maintained except in strict conformance with said plans and specifications, color scheme, plot plan and grading plan and such conditions and requirements as the Architectural Review Committee may impose in connection with its approval of the same. Any deviation from said plans and specifications, color scheme, plot plan or grading plan in such erection, construction, installation, placement, alteration or maintenance shall nullify the approval of the Architectural Review Committee required by this Paragraph 18, and shall be deemed to have been

undertaken without said Committee's approval or consent.

(e) After the completion of the erection, construction, installation, placement or alteration of any building or other structure in accordance with the provisions of this Paragraph 18, the Architectural Review Committee will, upon application of the owner of said building or structure, or his agent or representative, issue a certificate that said building or structure has been so completed, if said Committee determines such to be the fact.

(f) Neither Declarant nor the Architectural Review Committee shall be responsible for any defects in any building or other structure erected, constructed, installed, placed, altered or maintained in accordance with or pursuant to any plans and specifications, color scheme, plot plan or grading plan approved by the Architectural Review Committee or any conditions or requirements that said Committee may have imposed with respect thereto.

19. VISUAL OBSTRUCTIONS - FENCES.

(a) No fence, wall, hedge or other visual barrier over three feet (3') in height, save and except for trees approved by the Architectural Review Committee, shall be erected or grown on any lot at any place where a barrier of greater height would obstruct or impair the view of streets, parkways and waterways, from other lots. No fence, wall, hedge, or other visual barrier over six feet (6') in height, save and except for trees approved in writing by the Architectural Review Committee, shall be erected or grown at any place on any lot. The restrictions set forth in this Paragraph 19 may be waived or modified in writing by the Architectural Review Committee. The Architectural Review Committee may also supervise the planting and growth of trees and other shrubbery or vegetation on the lots in subject property (including existing trees) and may remove or direct the owner of any lot to remove trees or

other shrubbery or vegetation or prohibit the planting or growth of the same on any lot so that the view of streets, parkways and waterways from other lots will not be unreasonably obstructed or impaired. Each lot owner agrees to abide by any order of the Architectural Review Committee prohibiting the planting of trees or other shrubbery or vegetation or directing the cutting down, cutting back or removal of the same.

(b) The first owner or owners of each lot of the subject property to commence construction of a dwelling on such lot agree at or prior to the completion of construction of said dwelling to erect a fence or wall upon said lot along each side lot line which abuts another lot of the subject property. Said fence or wall shall be of the height, materials and construction, and shall extend for such length as shall be first approved in writing by the Architectural Review Committee. Application for approval of such fence or wall shall be made in accordance with the provisions of Paragraph 18 hereof. In the event that the owners of lots having common lot lines agree to the construction of a party or common fence or wall, the same may be located upon the boundary line between such lots.

#### 20. LANDSCAPING.

No landscaping of any lot, and no planting or removal of trees, except minor gardening, shall take place until plans for same have been first approved in writing by the Architectural Review Committee. After the completion of a dwelling on any lot, the lot shall be landscaped in a diligent manner and in any event within such period as may be specified by said Committee. Such landscaping shall include at least one specimen tree, at least eight feet (8') in height, in the front yard. The Architectural Review Committee may

require the owner of any lot at any time to further landscape any lot which in the opinion of said Committee is not landscaped in an adequate and attractive manner.

21. RESUBDIVIDING LOTS.

No portion of any lot less than all and no easement shall be granted unless approved in writing by the Architectural Review Committee.

22. EASEMENTS FOR PUBLIC UTILITY PURPOSES.

The Declarant hereby reserves easements over, under and through the front ten feet (10') of, and the rear six feet (6') of each lot for the installation, construction, reconstruction, relocation, removal, maintenance, repair, operation and inspection of sewer, water, drainage, electric, gas, telephone and cable television facilities, for the benefit of the adjoining land owners and/or the Declarant, authority, commission, corporation, municipality or other agency supplying such facilities.

23. GRADES AND SLOPE CONTROL.

(a) Without the prior written approval of the Architectural Review Committee, (i) no grade shall be constructed, reconstructed or maintained on any lot, or any portion thereof, with a slope steeper than the ratio of one and one-half feet (1½') horizontal to one foot (1') vertical, and (ii) no existing grade shall be altered or modified by changing its location or the direction of its slope or be replaced, in whole or in part. Any applicant for a deviation from the foregoing requirements shall furnish said Committee with such engineering or geological data concerning erosion, earth movement, drainage, hazards to persons or public or private property and any other matters which said Committee shall deem



material thereto.

(b) All grades having a slope steeper than the ratio of two feet (2') horizontal to one foot (1') vertical shall be planted and maintained with growing vegetation sufficient to control erosion of such grades. All such vegetation and the watering and maintenance facilities therefor shall be approved by said Committee.

24. RELAXATION AND ADDITION OF COVENANTS.

(a) The Architectural Review Committee shall have the right and privilege to permit the owner of any lot or lots (without the consent of owners of other lots) to deviate from any or all of the Covenants set forth in this Clause IV, provided that such deviation is necessary in order to carry out the general purposes of this declaration. Any such permission of said Committee shall be in writing and shall not constitute a waiver of said Committee's powers of enforcement with respect to any of said Covenants as to other lots.

(b) Said Covenants constitute the minimum conditions and restrictions applicable to lots. Declarant hereby reserves a right to add or impose by a supplemental declaration other and more stringent limitations, covenants, conditions, restrictions and reservations with respect to any lot or lots now or hereafter owned by it, including the right to increase setback requirements and square footage requirements with respect to buildings and other structures and otherwise to increase and supplement, but not to diminish said Covenants affecting said real property except by permit given pursuant to subparagraph (a) of this Paragraph 25, and regardless of conveyance of any lot(s) subject to said Covenants.

25. OCCUPANCY OF BOATS AND YACHTS FOR DWELLING PURPOSES

PROHIBITED.

No boat, yacht or other watercraft shall ever be used for dwelling purposes at a time when it is moored or otherwise kept within the easement which is hereinabove described as Parcel II of the property.

CLAUSE V  
ARCHITECTURAL REVIEW COMMITTEE

1. CREATION.

The Architectural Review Committee is hereby created with the rights, powers, privileges and duties herein set forth. Said committee shall be the Declarant or any three (3) persons designated by the Declarant, as a successor committee.

In the event of the death, incompetency, resignation or inability to act of any member of said Committee, the remaining member or members shall designate a successor. Notwithstanding the foregoing, Declarant shall have the right and power at all times to remove any or all members of said Committee or to fill any vacancy or vacancies. 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.

2. PROCEDURE.

All plans and specifications and other material required or permitted to be filed with the Architectural Review Committee hereunder shall be filed in the office of Declarant at 16901 So. Western Avenue, Gardena, California 90247, or such other office as Declarant shall specify in a supplemental declaration. The Architectural Review Committee's approval or disapproval on matters required by this declaration shall be by majority vote of the Committee.

### 3. FUNCTION.

The function of the Architectural Review 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 material submitted to it with respect to buildings and 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 and in easement areas so that all structures shall conform to the provisions hereof, the general plan of development and such rules as said Committee may adopt for the improvement and development of subject property. Nothing herein shall be construed as authorizing or empowering said Committee by rule or otherwise, to change or waive said Covenants, except as herein provided.

### 4. RULES AND REGULATIONS.

Said Committee may adopt rules and regulations, and the same may be changed by said Committee from time to time; none of said rules and regulations shall be deemed to be any part or portion of any of said deeds or Covenants.

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#### CLAUSE VII

##### GENERAL PROVISIONS

###### 1. EFFECTIVE DATE OF COVENANTS.

Subject to Paragraph 4 of this Clause VII, each of said Covenants set forth in this declaration shall continue and be binding as set forth in Paragraph 2 of this Clause VII for an initial period of thirty (30) years from the date of recordation hereof and thereafter for successive periods of twenty-five (25) years each.

###### 2. COVENANTS TO RUN WITH THE LAND - PURCHASER'S CONTRACT.

Each of said Covenants shall run with the subject property and each lot, part or parcel thereof and bind Declarant, its successors, grantees and assigns, and all parties claiming by, through, or under it. Each purchaser of any lot, part or parcel of or in subject property shall by acceptance of a deed or other conveyance for any such lot, part or parcel thereby be conclusively deemed to have consented to and agreed to all of said Covenants for himself and his heirs, executors, administrators and assigns and does by said

acceptance covenant for himself and his heirs, executors, administrators and assigns to observe, perform and be bound by said Covenants and to incorporate said Covenants by reference in any deed or other conveyance of all or any portion of his interest in any of subject property or any lot, part or parcel thereof or therein. No lot, part or parcel of or in subject property or interest therein shall be granted, transferred, conveyed or assigned except by an instrument executed and acknowledged by the Grantees, transferees, conveyees or assignees therein named whereby they covenant to observe, perform and be bound by the said Covenants.

3. VIOLATION OF RESTRICTIONS: ENFORCEMENT.

(a) Upon any violation or breach of any of said Covenants, Declarant or the Architectural Review Committee may enter any lot, part or parcel in or on subject property upon or as to which such violation exists, and may alter, correct, modify, remedy or summarily abate and remove, at the expense of the owner of such lot, part or parcel, any thing or condition that may be or exist thereon contrary to the provisions hereof. Declarant or the Architectural Review Committee shall not thereby be deemed to have trespassed upon such lot, part or parcel and shall be subject to no liability to the owner or occupant of such parcel for any such entry or other action taken pursuant to this subparagraph. In the event the owner of such lot fails to pay upon demand, the expense of such alteration, correction, modification, remedying, abatement or removal, the person, firm, corporation, or association performing such curative action, whether it be Declarant, the Architectural Review Committee or an assignee of Declarant pursuant to paragraph 7 of this Clause VII, shall be entitled to record a lien against such lot, part or parcel in or on the subject property upon or as to which such violation existed.

(b) Violation of any of said Covenants may be enjoined, abated, restrained or otherwise remedied by any lawful means or proceedings. Proceedings to restrain violation of said Covenants may be brought at any time that such violation appears reasonably likely to occur in the future. In the event of proceedings brought by Declarant or the Architectural Review Committee to enforce or restrain violation of any of said Covenants, or to determine the rights or duties of any person hereunder, and Declarant or the Architectural Review Committee prevails in such proceedings, it may recover a reasonable attorneys' fee to be fixed by the court, in addition to court costs, and any other relief awarded by the court in such proceedings.

(c) Said Covenants shall bind and inure to the benefit of and be enforceable by Declarant and the Architectural Review Committee and the owner or owners of any lot, part or parcel in or of subject property and the respective heirs, successors and assigns of each. The failure of Declarant or the Architectural Review Committee or of any such owner, or of any other person entitled to enforce any of said Covenants to enforce the same shall in no event be deemed a waiver of the right of such person or of any other person entitled to enforce these restrictions to enforce the same thereafter.

(d) Waiver or attempted waiver of any of said Covenants with respect to any lot, part or parcel in or of subject property shall not be deemed a waiver thereof as to any other lot, part or parcel, nor shall the violation of any of said Covenants upon any other lot, part or parcel or lots, parts or parcels affect the applicability or enforceability of said Covenants with respect to any other lot, part or parcel.

#### 4. NULLIFICATION OF COVENANTS.

The record owners in fee simple of the lots may revoke, modify,

amend or supplement, in whole or in part, any or all of said Covenants and may release from any part or all of said Covenants all or any part of subject property, but only at the following times and in the following manner:

(a) No such change or changes may be made effective within thirty (30) years from the date hereof;

(b) Any such change or changes may be made effective at the end of said initial thirty (30) year period or thereafter at the end of any successive twenty-five (25) year period if the record owners in fee simple of at least two-thirds (2/3) of said lots consent thereto prior to the end of any such period;

(c) Any such consents shall be effective only if expressed in a written instrument or instruments executed and acknowledged by each of the consenting owners and recorded in the Office of the County Recorder, Ventura County, California.

A recordable certificate by a reputable title insurance company doing business in Ventura County, California, as to the record ownership of the lots shall be deemed conclusive evidence thereof with regard to compliance with the provisions of this section. Upon and after the effective date of any such change or changes, it or they shall be binding upon all persons, firms and corporation then owning any lot, part or parcel in or of subject property and shall run with the land and bind all persons claiming by, through or under any one or more of them.

##### 5. MORTGAGES AND DEEDS OF TRUST.

Said Covenants shall be subject and subordinate to all mortgages, deeds of trust, or other security instruments in the nature of a mortgage or deed of trust now or hereafter executed or made in good faith which encumber any of subject property, and none of said Covenants or other provisions hereof shall supersede or in any way

Page 3395 Page 489

reduce the security of any such mortgage, deed of trust, or other security instrument. However, if any of subject property is acquired in lieu of foreclosure, or is purchased under foreclosure of any such mortgage, deed of trust or other security instrument, or under any judicial sale, any person so acquiring or purchasing said property, and his, hers or its grantees, heirs, personal representatives, successors, or assigns shall hold all of said property subject to all of said Covenants.

6. SEVERABILITY CLAUSE.

If a court of competent jurisdiction shall hold invalid or unenforceable any part or all of said Covenants or other provision contained in this declaration, such holding shall not impair, invalidate or otherwise affect the remainder of this declaration which shall remain in full force and effect.

7. ASSIGNMENT OF DECLARANT'S RIGHTS AND POWERS.

Declarant, its successors and assigns reserves the right to vest any corporation or association with all or any of the rights, interests, privileges, easements, powers and duties herein retained or reserved by Declarant by a supplemental declaration and assignment which shall be effective when recorded in the Office of the County Recorder, Ventura County, California, and Declarant shall thereupon be relieved and discharged from every duty so vested in such other corporation or association.

8. MAILING ADDRESS FOR NOTICE.

Each owner of a lot shall file the correct mailing address of such owner with Declarant and shall notify Declarant promptly in writing of any subsequent change of address. Declarant shall maintain a file of such addresses. A written or printed notice,



deposited in the United States Post Office, postage prepaid, and addressed to any owner at the last address filed by such owner with Declarant shall be sufficient and proper notice to such owner wherever notices are required in this declaration. Declarant's address, for the purpose of all notices required or permitted to be given hereunder, is 16901 So. Western Avenue, Gardena, California 90247, or such other address as Declarant shall specify from time to time by supplemental declaration executed by Declarant and recorded in the Official Records of Ventura County, California.

9. COVENANTS CUMULATIVE.

Said Covenants do not supersede or affect in any way any limitations, covenants, restrictions or reservations heretofore recorded in the Official Records of Ventura County, California, pertaining in whole or in part to subject property.

10. HEADINGS.

The headings of the Clauses and paragraphs herein contained are for convenience only and shall not be used in the construction or interpretation of this declaration.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed by its Vice President, attested by its Assistant Secretary, and its Corporate Seal to be hereto affixed, this 1st day of January, 1961, at the County of Ventura, State of California.

R. A. WATT COMPANY, INC.

  
Vice President

Attest:

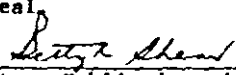
  
Asst. Secretary

BOOK 3395 PAGE 491

STATE OF CALIFORNIA     )  
                                  ) ss  
COUNTY OF LOS ANGELES    )

On November 6, 1968, before me the undersigned,  
a Notary Public in and for said County and State, personally appeared  
Richard D. McNish, known to me to be the Vice President,  
and Russell D. Jones, known to me to be the Assistant  
Secretary of R. A. Watt Company, Inc., the corporation that executed  
the within instrument, known to me to be the persons who executed  
the within instrument on behalf of said corporation, and acknowledged  
to me that said corporation executed the within instrument pursuant  
to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

  
Notary Public in and for said  
County and State.

My Commission expires My Commission Expires July 21, 1970.



40575 BOOK 3527 PAGE 507

RECORDED AT REQUEST OF  
WILEY & WILSON  
AT 1 MIN. PAST 1 A.M.  
OFFICIAL RECORDER VENTURA COUNTY  
AUG - 4 1969 1

When recorded, return to:

BOISE CASCADE BUILDING CO.  
9841 Airport Blvd.  
Suite 700  
Los Angeles, California 90045

FEE \$3.60

257601-20  
FOURTH AMENDMENT TO DECLARATIONS OF  
LIMITATIONS, COVENANTS, CONDITIONS, RESTRICTIONS  
AND RESERVATIONS EFFECTING PORTIONS OF THE REAL  
PROPERTY KNOWN AS TRACT NO: 1904-2 IN THE CITY  
OF OXNARD, COUNTY OF VENTURA, CALIFORNIA

THIS AMENDMENT TO DECLARATION, made this 17th day of July, 1969,  
by BOISE CASCADE BUILDING CO., a Delaware Corporation, formerly  
known as R. A. WATT COMPANY, INC., and hereinafter referred to as  
"Declarant",

WITNESSETH:

WHEREAS, Declarant caused to be recorded in the office of the  
County Recorder of Ventura County, California, on November 7, 1968,  
in Book 3395, Page 464, a Declaration of Limitations, Covenants, Con-  
ditions, Restrictions and Reservations effecting that real property  
known as Tract #1904-2 in the City of Oxnard, County of Ventura,  
California; and

WHEREAS, Declarant now desires to amend said Declaration in the  
following respects:

1. Declarant hereby adds sub-paragraph (a) to paragraph 4  
of Clause IV:

was. 50 FT (6)  
"(a) There is specifically reserved upon each lot (servient  
tenement) for the benefit of that adjoining lot (dom-  
inant tenement) upon which a house wall and structure  
is located immediately adjacent to the common lot  
line, and which house wall and structure is at least  
~~12~~ feet from the most immediate house wall and  
structure on the servient tenement, a four (4) foot  
wide "non-exclusive" easement the length of and adjoin-  
ing the common lot line between the dominant and ser-  
vient tenements, in, under, over, and through which the  
dominant tenement owner may pass to perform such work  
during daylight hours as may be necessary or advisable

To And to  
(Corporation)

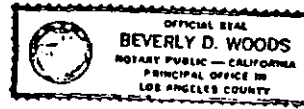
STATE OF CALIFORNIA } ss.  
COUNTY OF Los Angeles

BOOK 3527 PAGE 509

On July 17, 1969 before me, the undersigned, a Notary Public in and for said  
State, personally appeared Wendell A. Smith  
known to me to be the Vice President, and Betty K. Shear  
known to me to be Assistant 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.

Signed Beverly D. Woods  
Beverly D. Woods  
Name (Typed or Printed)



My Commission Expires Aug. 11, 1969

(This area for official notarial work)

Pg 508  
mrr

WHEN RECORDED RETURN TO:  
Robert M. Deaky  
Attorney at Law  
4 W. Fourth Ave., Ste. 511  
San Mateo, CA 94402

017802  
5603 MC 100  
FEB 27 8 02 AM '80  
FEE \$6  
4

SUPPLEMENTAL DECLARATION OF  
LIMITATIONS, COVENANTS, CONDITIONS, RESTRICTIONS  
AND RESERVATIONS AFFECTING THAT REAL PROPERTY  
KNOWN AS TRACT NO. 1904-2  
IN THE CITY OF OXNARD  
COUNTY OF VENTURA, CALIFORNIA

THIS DECLARATION is made this 31<sup>st</sup> day of January, 1980,  
by BOISE CASCADE BUILDING CO., a Delaware corporation, which was  
previously named R. A. Watt Company, Inc. (hereinafter called  
"Declarant").

R E C I T A L S

WHEREAS, Declarant was and is the Declarant under that  
Declaration of Limitations, Covenants, Conditions, Restrictions  
and Reservations Affecting Portions of the Real Property Known  
as Tract 1904-2 in the City of Oxnard, County of Ventura, made  
on the 6th day of November, 1968, and recorded in Book 3395, Page  
464, in the Official Records of the County of Ventura, State of  
California, which Declaration was subsequently amended by an  
Amendment to the same recorded in Book 3527 at Page 507 of such  
Official Records; and

WHEREAS, Declarant pursuant to such Declaration and such  
Amendment thereto hereby desires to exercise its powers under  
Clause V, section 1, of such Declaration as amended, which per-  
mits Declarant at its sole discretion at any time to assign by  
supplemental declaration its powers of removal and appointment  
with respect to the Architectural Review Committee for said

This instrument filed for record by Title Insurance  
and Trust Company as an accommodation only.  
It has not been examined as to its execution or  
as to its effect upon the title.

*Sup Dec-  
Watt  
Boise*

5603 INC 101

tract 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; and

WHEREAS, Declarant pursuant to such Declaration and such Amendment thereto hereby desires also to exercise its powers under Clause VII, section 7, of such Declaration as amended, which permits Declarant to vest any corporation or association with all or any of the rights, interests, privileges, easements, powers and duties retained or reserved by Declarant by a supplemental declaration and assignment which shall be effective when recorded in the Office of the County Recorder, County of Ventura, State of California; and

WHEREAS, Declarant hereby desires to vest the corporation of which it is a wholly owned subsidiary, namely Boise Cascade Home & Land Corporation, a Delaware corporation, with each and all of the rights, interests, privileges, easements, powers and duties hereinbefore referred to;

NOW, THEREFORE, Declarant hereby by the making and filing of this Supplemental Declaration hereby exercises the following powers under the above Declaration as amended:

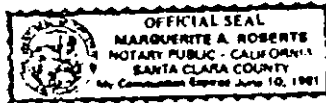
1. Declarant assigns by this Supplemental Declaration its powers of removal and appointment with respect to the Architectural Review Committee for the above tract to Boise Cascade Home & Land Corporation, a Delaware corporation, with the right of Boise Cascade Home & Land Corporation, as successor to Declarant, to carry out and to continue to carry out any and all powers

5503 MC 103

STATE OF CALIFORNIA )  
COUNTY OF Santa Clara ) ss.

On January 31, 1980, before me the undersigned, a Notary Public in and for said County and State, personally appeared Rose M. Jones, known to me to be the Vice President of Boise Cascade Building Co., and Beverly A. [unclear], known to me to be the Assistant Secretary of Boise Cascade Building Co., the corporation that executed the within instrument, and also known to me to be the persons who executed the within instrument on behalf of said corporation, and acknowledged to me that said corporation executed the same.

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



Marguerite A. Roberts  
Notary Public

Boise &  
CWAHA

RECORDING REQUESTED BY:

Boise Cascade Home & Land Corporation

WHEN RECORDED RETURN TO:

Robert M. Deaky, Esq.  
4 W. Fourth Ave., Ste. 311  
San Mateo, CA 94402

97121

RECORDED IN OFFICIAL RECORDS  
OF VENTURA COUNTY, CALIFORNIA

SEP 1 1983 AT 8:30 AM

EDWARD B. DEAN, COUNTY RECORDER

PAID BY CR

FEE \$ 23.00

SUPPLEMENTAL DECLARATION OF  
LIMITATIONS, COVENANTS, CONDITIONS, RESTRICTIONS  
AND RESERVATIONS ASSIGNING POWERS OF REMOVAL AND  
APPOINTMENT WITH RESPECT TO THE CHANNEL ISLANDS  
(OXNARD MARINAS) ARCHITECTURAL REVIEW COMMITTEE  
AND FOR VESTING OF POWERS OF DECLARANT UNDER  
PROVISIONS OF THE DECLARATION, WITH RESERVATIONS  
AFFECTING THAT REAL PROPERTY KNOWN AS TRACT NO. 1904-2  
IN THE CITY OF OXNARD, COUNTY OF VENTURA, CALIFORNIA

THIS DECLARATION is made this 19th day of August, 1983, by  
BOISE CASCADE HOME & LAND CORPORATION, a Delaware corporation,  
successor in interest to BOISE CASCADE BUILDING CO., a Delaware  
corporation, which was previously named R. A. Watt Company, Inc.  
(hereinafter collectively designated "Declarant").

R E C I T A L S

WHEREAS, Declarant was and is the Declarant under the  
Declaration of Limitations, Covenants, Conditions, Restrictions  
and Reservations Affecting Portions of the Real Property Known  
as Tract 1904-2 in the City of Oxnard, County of Ventura, made  
on the 6th day of November, 1968, and recorded in Book 3395, Page  
464, in the Official Records of the County of Ventura, State of  
California, which Declaration was subsequently amended by an  
Amendment to the same recorded in Book 3527, at Page 507 of such  
Official Records, and by a Supplemental Declaration of Limita-  
tions, Covenants, Conditions, Restrictions and Reservations

SEP 1 1983



Affecting that Real Property Known as Tract No. 1904-2 in the City of Oxnard, County of Ventura, California, recorded in Book 5603, Page 100 of such Official Records on the 27th day of February, 1980; and

WHEREAS, Declarant pursuant to such Declarations, such Amendment, and such Supplemental Declaration, hereby desires to exercise its powers under each and all of the said instruments in order to accomplish the following:

(a) To permit Declarant pursuant to Clause V, section 1, of such Declarations as amended and supplemented, to assign by Supplemental Declaration its powers of removal and appointment with respect to the Architectural Review Committee for the above-described tract to the Channel Islands Waterfront Homeowners' Association, Inc., as an association or corporation selected by Declarant pursuant to such provision and subject to such terms and conditions as are contained in this Supplemental Declaration; and

(b) To permit Declarant pursuant to such Declarations as so amended and supplemented, to exercise its powers under Clause VII, section 7, of said Declarations as so amended and supplemented, to vest in Channel Islands Waterfront Homeowners' Association, Inc. as an appropriate corporation or association to be so vested, certain rights, interests, privileges, easements, powers and duties heretofore retained or

retained or reserved by Declarant, subject to certain exceptions and reservations as hereinafter stated; and

WHEREAS, Channel Islands Waterfront Homeowners' Association has indicated that it is willing to accept the vesting of such powers and/or rights, interests, privileges, easements or duties as are to be conferred on it, subject to such exceptions and reservations; and

WHEREAS, Declarant and Channel Islands Waterfront Homeowners' Association, Inc. have entered into an agreement designated the Agreement for Assignment of Powers of Removal and Appointment with Respect to the Channel Islands (Oxnard Marinas) Architectural Review Committee and for Vesting of Powers of Declarant Under Certain Declarations of Covenants and Amendments, a copy of which agreement (hereinafter designated the "Agreement") is attached to and incorporated in this Supplemental Declaration as Exhibit "A";

NOW, THEREFORE, Declarant by the making and filing of this Supplemental Declaration hereby exercises the following powers under the above Declarations as amended and supplemented, as follows, to wit:

1. Declarant assigns by this Supplemental Declaration to Channel Islands Waterfront Homeowners' Association, Inc., a California non-profit corporation ("Association"), Declarant's powers of removal and appointment with respect to the Architectural Review Committee for the above tract, with the right of Association as such successor to Declarant and acting as Declarant in all respects, to carry out and continue to carry out any

and all powers of Declarant as may be necessary or otherwise proper in connection with such successor's exercise of the same, and in all respects in conformance with the powers contained in the above Declarations as amended and supplemented.

2. Declarant, by this Supplemental Declaration, vests Association with any and all of Declarant's rights, interests, privileges, easements, powers and duties which have been retained and reserved by Declarant under the Declarations as amended and supplemented, subject however, to any and all exceptions and reservations which are contained in the Agreement attached as Exhibit "A" to this Supplemental Declaration, and further subject to the conformity by Declarant with each and all of the provisions of the Declarations as amended and supplemented.

3. Declarant shall upon such assignment and vesting of its powers, rights, interests, privileges, easements and duties pursuant to sections 1 and 2 of this Supplemental Declaration, be relieved and discharged from every duty previously vested in it under the said Declarations as amended and supplemented, subject only to any matters specifically excepted or reserved in the Agreement attached and incorporated herein as Exhibit "A".

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed by its Vice President, attested to by its Assistant Secretary, and its Corporate Seal hereto affixed, on this 23rd day of August, 1983.

BOISE CASCADE HOME & LAND CORPORATION,  
a Delaware corporation, successor to  
BOISE CASCADE BUILDING CO., which was  
formerly known as R. A. WATT COMPANY,  
INC., Declarant

By: Rose M. Jones  
Its: Vice President

Attest: Beverly A. Arslanian  
Assistant Secretary

STATE OF CALIFORNIA     )  
COUNTY OF SANTA CLARA    ) ss.

On this the 23rd day of August, 1983, before me, Alice M. Murray, the undersigned Notary Public, personally appeared ROSE M. JONES and BEVERLY A. ARSLANIAN personally known to me to be the persons who executed the within instrument as Vice President and Assistant Secretary on behalf of BOISE CASCADE HOME & LAND CORPORATION, and acknowledged to me that - corporation executed it.

WITNESS my hand and official seal.



Alice M. Murray  
Notary Public

AGREEMENT FOR ASSIGNMENT OF POWERS OF REMOVAL  
AND APPOINTMENT WITH RESPECT TO  
THE CHANNEL ISLANDS (OXNARD MARINAS)  
ARCHITECTURAL REVIEW COMMITTEE  
AND FOR VESTING OF POWERS OF DECLARANT UNDER  
CERTAIN DECLARATIONS OF COVENANTS AND AMENDMENTS

This Agreement is made and entered into as of this 19th day of August, 1983, by and between Boise Cascade Home & Land Corporation, a Delaware corporation, successor in interest to Boise Cascade Building Co., a Delaware corporation, formerly known as R. A. Watt Company, Inc., (hereinafter collectively designated "Boise"), and, for the limited purposes stated herein, the Architectural Review Committee (hereinafter designated the "Architectural Review Committee") of Tract Nos. 1904-1, 1904-2, and 1904-3 (hereinafter collectively designated as "Tract 1904") in the City of Oxnard, County of Ventura, State of California, on one hand, and Channel Islands Waterfront Homeowners' Association, Inc., a California non-profit corporation, on the other hand (hereinafter designated "Association").

WHEREAS, Boise since on or about July 1968 has, as developer, acting through various subcontractors, consultants and other persons and entities, planned, designed, developed, constructed, sold and transferred lands and improvements comprising Tract 1904;

WHEREAS, Boise in connection with the development of Tract 1904 has filed certain Declarations of Limitations, Covenants, Conditions, Restrictions and Reservations affecting portions of the

real property within Tract 1904 and has amended and/or supplemented the same (hereinafter collectively designated the "Declaration of Covenants" or "Declaration");

WHEREAS, Boise acted as Declarant in filing the Declaration of Covenants and has under the Declaration of Covenants and at various times appointed various persons to constitute the Architectural Review Committee under the Declaration of Covenants;

WHEREAS, the current incumbents of the Architectural Review Committee are Rose M. Jones and Beverly A. Arslanian (hereinafter designated "the Current Members" of the Architectural Review Committee);

WHEREAS, Boise has determined, subject to each and all of the provisions of this Agreement that the powers of removal and appointment with respect to the Architectural Review Committee vested in Boise as Declarant should be assigned to Association as an organization whose membership contains residents and lot owners within Tract 1904 and which may thus properly act on behalf of and for the benefit of all residents and lot owners in said Tract in connection with the future appointment and removal of members of the Architectural Review Committee;

WHEREAS, the Current Members of the Architectural Review Committee are willing to resign upon the effective date of this Agreement in order to permit such future appointment and removal of members of the Architectural Review Committee by Association;

WHEREAS, Boise has also determined that Association is an organization which may properly be vested with the rights,

interests, privileges, easements, powers and duties (hereinafter collectively described as "powers"), heretofore retained or reserved by Boise as Declarant, except to the extent to which an exception to the vesting of same is specifically set forth within this Agreement;

WHEREAS, Boise and Association have agreed that this Agreement together with such supplemental declarations as are provided for herein will be necessary and proper to effect the turnover of the said power of appointment and removal and the vesting of such functions as are provided for by this Agreement, subject to the reservations stated herein; and

WHEREAS, Boise and Association have by the provisions of this Agreement agreed upon certain matters needed to facilitate and make workable the turning over of such power of appointment or removal and to effect the vesting of the functions previously referred to, and Association has further determined through its Board of Directors with the advice of its counsel, that the provisions of this Agreement are a fair, just and equitable resolution of the various matters included within the scope of this Agreement insofar as the residents and lot owners of Tract 1904 are concerned;

NOW, THEREFORE, THE PARTIES HERIN AGREE to the following terms and conditions:

1. Assignment by Supplemental Declaration of Boise's Powers of Removal and Appointment with Respect to the Architectural Review Committee and Acceptance of Such Assignment by Association.  
Pursuant to, and to the extent that powers to do so are conferred

under Clause V, section 1 of the Declaration of Covenants, Boise hereby agree to assign by those forms of Supplemental Declaration to which this Agreement is attached and in each of which it is incorporated as Exhibit "A", the powers of removal and appointment of Architectural Review Committee members effective as of the date of this Agreement which is determined to be December 10, 1982 (hereinafter designated the "Effective Date"). Association agrees to assume the responsibilities of Declarant for the appointment and removal of members of the Architectural Review Committee after the Effective Date and to effect such appointment from among those persons who are residents of Tract 1904.

2. Resignation of the Current Members of the Architectural Review Committee. The Current Members of the Architectural Review Committee, by their joinder in this Agreement, hereby agree to submit their resignations and cause such resignations to become effective as of the Effective Date, and thereafter the Current Members of the Committee shall no longer be members of the Architectural Review Committee, nor shall they have any responsibilities for any future acts of the same after the Effective Date.

3. Vesting by Boise as Declarant of the Rights, Interests, Privileges, Easements, Powers and Duties Contained in the Declaration of Covenants in Association Subject to Stated Exceptions. Pursuant to the provisions of Clause VI, section 7 of the Declaration of Covenants, Boise hereby vests in Association, and Association accepts, all of the powers either contained in the Declaration of Covenants or otherwise retained or reserved by Boise as Declarant



with the exception of the following provisions which are not vested by Boise in the Association:

(a) Clause IV, Paragraph 16(c) of the Declaration of Covenants. Boise does not vest in the Association any powers, Boise reserves all powers, and the Association shall receive no powers, to repeal, modify or abrogate in any manner whatever any provisions contained in the first and third sentences of paragraph 16(c) of the Declaration of Covenants, each of which shall be retained permanently as part of the Declaration of Covenants, with the exception that Association shall, in its complete discretion, have the power but not the duty to enforce the same by appropriate regulations and such other acts as it may determine are appropriate under the circumstances. Nothing in the foregoing provision shall in any manner whatsoever affect the powers vested in Association under the provisions of the second sentence of said paragraph 16(c). Clause IV, paragraph 16(c) of the Declaration of Covenants reads as follows:

"Each owner of any waterfront lot shall maintain in good and safe condition and repair all bulkheads located in, upon or under said lot, including all footings, pilings and ancillary structures therefor or thereto, together with any channel easement facilities appertaining to said lot.

Without the prior written consent of the Architectural Review Committee, no such channel easement facilities shall be leased or used except by the owner thereof and said owner's family, guests and visitors. Each owner of any waterfront lot assumes all duties and obligations of Declarant with respect to bulkheads and the channel easement area appurtenant thereto by his purchase of the lot upon which the same are located or to which they are appurtenant or appertain."

(b) Clause IV, Paragraph 18(f) of the Declaration of Covenants. Boise does not vest in the Association any powers, Boise reserves all powers, and the Association shall receive no powers, to repeal, modify or abrogate in any manner whatever, any provisions contained in Clause IV, paragraph 18(f) of the Declaration of Covenants, which shall be retained permanently as part of the Declaration of Covenants, subject to the further proviso that both Association and the Architectural Review Committee to be appointed by it, in addition to Declarant and the Architectural Review Committee appointed by it, including, but not limited to, the Current Members and all past members of the Architectural Review Committee, shall each of them enjoy the immunity from

responsibility provided by and to the full extent permitted by, said paragraph 18(f). Clause IV, paragraph 18(f) of the Declaration of Covenants reads as follows:

"Neither Declarant nor the Architectural Review Committee shall be responsible for any defects in any building or other structure erected, constructed, installed, placed, altered or maintained in accordance with or pursuant to any plans and specifications, color scheme, plot plan or grading plan approved by the Architectural Review Committee or any conditions or requirements that said Committee may have imposed with respect thereto."

(c) Clause IV, Paragraph 25(b) of the Declaration of Covenants. Boise, after the date of recordation of this Agreement and the Supplemental Declaration implementing the same, relinquishes finally and permanently and does not vest in the Association any powers, and therefore Association shall receive no powers, under Clause IV, paragraph 25(b) of the Declaration of Covenants, except that this relinquishment and withholding of powers shall not effect any powers of the Architectural Review Committee under existing provisions of subparagraph (a) of paragraph 25 or any other existing provision of the Declaration of Covenants. Clause IV, paragraph 25(b) of the Declaration

of Covenants, reads as follows:

"Said Covenants constitute the minimum conditions and restrictions applicable to lots. Declarant hereby reserves a right to add or impose by a supplemental declaration other and more stringent limitations, covenants, conditions, restrictions and reservations with respect to any lot or lots now or hereafter owned by it, including the right to increase setback requirements and square footage requirements with respect to buildings and other structures and otherwise to increase and supplement, but not to diminish said Covenants affecting said real property except by permit given pursuant to subparagraph (a) of this Paragraph 25, and regardless of conveyance of any lot(s) subject to said Covenants."

(d) Clause VI of the Declaration of Covenants.

As to Tract 1904-1 only, Boise hereby relinquishes finally and permanently and does not vest in the Association any powers, and therefore Association shall receive no powers, under Clause VI of the Declaration of Covenants. Clause VI of the Declaration of Covenants in Tract 1904-1 reads as follows:

"OPTION TO PURCHASE

1. RESERVATION.

To preserve the value inherent in subject property and to keep a constant market therefor, Declarant reserves to itself and its successors and assigns an assignable option to purchase any lot or lots together with any improvements thereon on the same terms and conditions as may be contained in any bona fide offer that any owner thereof may receive for the purchase thereof or any bona fide offer or counter-offer that such owner may make for the sale thereof at any time or times. Declarant, its successors and assigns shall have a period of five (5) business days following 9:00 o'clock A.M. of the first business day after actual receipt by it of notice from any such owner of any such offer or counter-offer to exercise its option to purchase said lot or lots and improvements. Said notice shall specify the lot or lots affected, the terms and conditions contained in such offer or counter-offer and the names and addresses of the offeree and offeror. Declarant may exercise said option by a written notice delivered to said owner or mailed to said owner's address by certified or registered mail, postage prepaid, within said

period in which notice Declarant shall agree to purchase said property and improvements upon the same or more favorable terms and conditions. Should Declarant fail within said period so to exercise its option, then the owner of said property shall have the right to sell said property and improvements to the person making such offer or receiving such offer or counter-offer but only upon said terms and conditions and subject to each and every limitation, covenant, condition, restriction, and reservation and term herein contained. In no event shall this option be exercisable for the purpose of discriminating against any person because of such person's race, color, creed, religion or national ancestry. This option shall terminate 21 years after the death of all issue of R. A. Watt, President of Declarant, living on the date hereof unless sooner terminated.

2. INVALIDITY OF ASSIGNMENT - REVERTER.

Any transfer or assignment of any lot made in violation of this Clause VI shall be void and of no force or effect. Declarant's transfer of each and all of the lots is made upon the express condition that any transfers, assignments, or conveyances of said lots shall be made in

accordance with the provisions of this Clause VI, and should any lot or lots be transferred, assigned or conveyed in violation of any provision of this Clause VI, said lot or lots shall immediately revert to Declarant, its successors and assigns who may thenceforth reenter and take and hold the same.

3. TERMINATION.

The provision of this Clause VI may be terminated at any time by supplemental declaration executed by Declarant and recorded in the Official Records of Ventura County, California, and if so terminated, said Clause shall be inoperative as to all owners or purchasers of lots in subject property."

Boise hereby agrees to implement and Association to accept the transfer, retention, withholding and/or relinquishment of the foregoing powers, as specified in each of the foregoing subparagraphs, by those forms of Supplemental Declaration to which this Agreement is attached and in each of which it is incorporated as Exhibit "A".

4. Non-Waiver of Rights Regarding Existing Litigation.

Boise and members of Association (but not Association) were parties to that certain litigation known as Ted F. Flesher, et al., plaintiffs v. City of Oxnard, et al., defendants, settled by the Superior Court of the State of California for the County of Ventura as Nos. 58889, 59304 and 60530 (consolidated) (hereinafter designated the

"Litigation"). By reason of the foregoing facts Boise and Association each hereby agree for themselves and for the Current Members and any past and future members of the Architectural Review Committee, that nothing in this Agreement shall either be utilized or deemed admissible either as an admission of liability or responsibility of any kind, or as a defense to any responsibility or other liability of any kind asserted in said Litigation (none of which is admitted hereby) whether by way of complaint, cross-complaint or answer to any of the same, or be deemed to abridge or otherwise affect any settlement arrangements or revive any claims in the Litigation.

5. Cooperation by Boise. Boise shall, for the period of one (1) year from the Effective Date cooperate with the Association and with the Architectural Review Committee as appointed by the Association in regard to providing existing information regarding the past exercise of any functions (with the exception of any matter that may be privileged under California law). Such provision of information shall not amount to participation in any acts of the Architectural Review Committee after the Effective Date, and neither Boise, nor its corporate affiliates, nor the Current Members of the Architectural Review Committee or any past member thereof, shall have any responsibility in connection with the use of any such information or any acts performed pursuant to the receipt of the same.

6. Determination of Further Responsibilities of Boise. With the exception of those obligations specifically assumed under



this Agreement, Boise shall have no other or further obligations of any kind whatever in relation to the Association or to the Architectural Review Committee to be appointed by Association after the Effective Date, or any matters concerning the same.

7. Inurement. This Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of both Boise and the Association and, insofar as it is applicable to the same, the Current Members of the Architectural Review Committee and all past members thereof, and the Architectural Review Committee and the members thereof to be appointed by Association, provided that neither Boise, Association, such Current Members, past members, the Architectural Review Committee or any members to be appointed in the future shall become liable for any matters by reason of this Agreement as to which they are exempted or relieved from liability by any provisions of the Declaration of Covenants.

8. Implementation. Boise and the Association shall upon the execution of this Agreement, be bound to undertake and perform in good faith such acts as may be necessary to carry out the same.

9. Merger and Integration. This Agreement shall constitute the entire agreement between Boise and Association respecting the matters set forth therein. All prior negotiations are merged therein, and this Agreement shall supersede any and all prior agreements whether written or oral between the parties hereto respecting any such matters.

10. Notices. Any notice, including but not limited to any request, demand, instruction, consent, approval or other communication to be given to any party hereunder shall be in writing and shall be sent by registered or certified mail as follows:

If to Association, to:

Channel Islands Waterfront  
Homeowners' Association, Inc.

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and to:

Ronald E. Landers  
Attorney at Law  
501 West Channel Island Blvd. Suite 207  
Port Hueneme, California 93041

If to Boise, to:

Rose M. Jones  
Corporate Real Estate  
Boise Cascade Corporation  
One Jefferson Square  
Boise, Idaho 83728

and to:

Boise Cascade Home & Land Corporation  
c/o J. Randolph Ayre  
Vice President, Legal Department  
Boise Cascade Corporation  
One Jefferson Square  
Boise, Idaho 83728

and to:

Robert M. Dasky  
Attorney at Law  
4 West Fourth Avenue, Suite 311  
San Mateo, California 94402

If to the Architectural Review Committee, to:

Architectural Review Committee  
c/o Channel Islands Waterfront  
Homeowners' Association, Inc.

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Notice shall be deemed to have been given 72 hours after deposit of the same in any United States post office box, postage prepaid, addressed as set forth above, except that notice shall not be deemed given unless and until notice in accordance with the foregoing provision shall have been given to all addressees to whom notice must be sent. The addressee and addressees for the purpose of this paragraph may be changed by giving written notice of such change in the manner provided herein for giving notice. Unless and until such later written notice is received the last address and addressee as stated by written notice, or provided herein if no written notice of change has been sent or received, shall be deemed to continue in effect for all purposes hereunder.

Boise and Association have EXECUTED this Agreement for Assignment of Powers of Removal and Appointment with Respect to the Channel Islands (Oxnard Marinas) Architectural Review Committee and For Vesting of Powers of Declarant under Certain Declarations

of Covenants and amendments and/or supplements to the same on this  
19th day of August, 1983.

BOISE CASCADE HOME & LAND CORPORATION,  
a Delaware corporation

By \_\_\_\_\_

Its \_\_\_\_\_

CHANNEL ISLANDS WATERFRONT HOMEOWNERS'  
ASSOCIATION, INC., a California non-  
profit corporation

By \_\_\_\_\_

Its \_\_\_\_\_

Approved as to form:

Ronald E. Landers, Attorney

We, the current Members of the Architectural Review Committee  
hereby consent to this Agreement solely for the purpose of effec-  
ting the provisions of Section 1 and Section 2 thereof related to  
the assignment of the powers of the Architectural Review Committee  
and the resignation of the Current Members of the Committee.

Rose M. Jones, Member  
Architectural Review Committee, Tract 1904  
Channel Islands (Oxnard Marinas)

Beverly A. Arslanian, Member  
Architectural Review Committee, Tract 1904  
Channel Islands (Oxnard Marinas)

When recorded  
return to:

MOISE CASCADE BUILDING CO.  
16200 Ventura Blvd., Suite 429  
Encino, California 91316

Order No. 266272-PWL

6479

RECORDED AT REQUEST OF  
TITLE INS. & TR. CO.  
AT 1 MIN. PAST 8 A.M.  
OFFICIAL RECORDS VENTURA COUNTY  
FEB - 9 1971 71

RECORDED  
FEE \$18<sup>00</sup> - 22

DECLARATION OF  
LIMITATIONS, COVENANTS, CONDITIONS, RESTRICTIONS,  
AND RESERVATIONS AFFECTING PORTIONS OF THE  
REAL PROPERTY KNOWN AS TRACT NO. 1904-3  
IN THE CITY OF OXNARD  
COUNTY OF VENTURA, CALIFORNIA

THIS DECLARATION, made this 22nd day of December, 1970,  
by BOISE CASCADE BUILDING CO., a Delaware corporation (hereinafter called  
"Declarant"),

W I T N E S S E T H:

WHEREAS, Declarant is the record owner of the real property described in  
Clause I of this declaration (hereinafter sometimes referred to as "subject prop-  
erty"); and

WHEREAS, Declarant has established a general plan of development of subject  
property and the lots therein for the benefit of subject property and each and  
every lot, part or parcel thereof or therein and desires to secure the uniform  
development of subject property and said lots, parts and parcels in accordance  
with said plan;

NOW, THEREFORE, Declarant hereby declares that subject property and each and  
every lot, part or parcel thereof or therein is and shall be owned, held, trans-  
ferred, sold, conveyed, hypothecated or encumbered, leased, rented, used, occupied,  
maintained, altered, and improved subject to the limitations, covenants, conditions,  
restrictions, reservations, exceptions and terms (hereinafter collectively referred  
to as "said Covenants") hereinafter set forth, as a part of and pursuant to a common  
and general plan of development and improvement of subject property. Said Covenants  
shall run with the land, and shall bind, be a charge upon, and inure to the benefit  
of all of subject property and each lot, part or parcel, thereof or therein and to  
Declarant, its successors or assigns, and each owner of any such lot, part or parcel  
and his heirs, successors, administrators, and assigns for the benefit of each such  
lot, part or parcel and for the mutual benefit of all such lots, parts and parcels  
and the respective owners thereof. It is the intent of the Declarant that each of  
said Covenants shall be mutual and equitable servitudes upon and in favor of each  
lot, part or parcel of or in subject property and the present or future owner or

6043783 MAR 367

Lot 240

130

2000

10402-21

**ARCHITECTURAL REVIEW COMMITTEE:** The Committee provided for in Clause V hereof.

**ACCESSORY BUILDING:** A subordinate building or portion of a principal building, other than a garage, the use of which is incidental to that of the principal building and customary in connection with that use.

**BASEMENT:** A portion of a building located partly underground and having more than two-thirds of its clear floor-to-ceiling height below the average grade of the adjoining ground at the building front.

**BUILDING:** Any structure having a roof, supported by columns or by walls and intended for the shelter, housing or enclosure of any person, animal, chattel or property of any kind.

**BUILDING HEIGHT:** The vertical distance measured from the established ground level to the highest point of the following: (i) the top side of the ceiling beams in the case of a flat roof; (ii) the deck line in the case of a mansard roof; and (iii) the mean level of the top side of rafters between the eaves and the ridge in the case of a gable, hip or gambrel roof. Chimneys shall not be included in calculating the building height.

**CHANNEL EASEMENT AREA (FOR BOAT SLIP AND DOCK PURPOSES):** The area of waterway shown and designated on said final map for Tract 1904-3, designated by a number corresponding to the number of the lot abutting said area, followed by the letter "E". Such areas are for the purpose of storing and keeping boats and other watercraft therein and for all other purposes incident thereto in said waterway.

**CHANNEL EASEMENT FACILITIES:** Docks, decks, wharves, floats, slips, ramps, piers, landings and other structures or equipment located or proposed to be located in any waterway.

**DECK:** A structure located over any waterway and appended to any adjoining waterfront lot, the top surface of such structure being at approximately the same elevation at the ground surface of any such lot; docks, wharves and other structures for the mooring, storing, maintenance or operation of any boat or other watercraft shall not be considered decks.

**DWELLING:** A residential building for single family occupancy permitted to be built hereunder, not including accessory buildings or garages.

**FAMILY:** One or more persons each related to the other by blood, marriage, or legal adoption, or a group of not more than three persons not all so related, together with his or their domestic servants, maintaining a common household in a dwelling.

**GARAGE:** A building or portion of a building designed for the purpose of parking and sheltering automobiles, whether attached, partially attached or separate from the dwelling.

**GRADE:** Any excavation or fill, or any combination thereof, upon all or any part of lot, or any slope or other condition which results from any excavation or fill.

**LOT:** Each parcel of land shown as a lot in the recorded final map of subject property and designated on said map by a separate number.

**LOT AREA:** The area of a horizontal plane, bounded by the vertical planes through front, side, and rear lot lines.

**LOT LINE, FRONT:** That boundary line of a lot which is along a street line, except as otherwise designated by the Architectural Review Committee. On corner lots (i.e., lots bounded on two sides by streets), the front lot line shall be the line designated by the Architectural Review Committee.

**LOT LINE, REAR:** That boundary line of a lot which is more distant from and is, or is approximately, parallel to the front lot line.

**LOT LINE, SIDE:** Any boundary line of a lot which is not a front or rear lot line.

**OWNER OR OWNERS:** A person or persons, as the case may be, whose estate or interest in a lot, individually or collectively, aggregate fee simple absolute ownership thereof.

**RAMP:** Any platform, gangway or other structure, movable or immovable, which provides access from a ground or deck surface to the surface of any channel casement facility; docks, wharves and other structures for the mooring, storing, maintenance or operation of any boat or other watercraft shall not be considered ramps.

**STORY:** That portion of a building included between the surface of any floor and the surface of the floor next above; or, if there is no floor above, the space between the floor and the ceiling next above. A basement shall not be counted as a story.

**STORY, HALF:** A space under a sloping roof which has the line of intersection of roof decking and wall not more than three feet (3') above the top floor level, and in which space not more than sixty percent (60%) of the floor area is completed for principal or accessory use.

**STRUCTURE:** Anything erected, constructed, placed, laid or installed in, on or over said real property the use of which requires a location on or in the ground or in any waterway.

**WATERFRONT:** The lot line or lines as shown on said tract map, which adjoin a waterway.

**WATERFRONT LOT:** Any lot which shall adjoin a waterway without regard to whether Declarant, or the owner of such lot, now or hereafter may own or have an interest in, upon or under said waterway.

**WATERWAY:** Any lands now covered or hereafter covered by navigable waters at high or low tide whether within, adjacent or contiguous to the boundaries of Tract No. 1904-3.

#### CLAUSE IV

##### GENERAL RESTRICTIONS

###### 1. LAND USE AND BUILDING TYPE.

All lots shall be used for private, single family residence purposes only. No building shall be constructed, erected, placed, altered or maintained on any lot, except one dwelling designed by a licensed architect and designed and erected for occupancy by one family, and one private garage containing not less than two (2) parking spaces; provided, however, said garage may contain such additional number of parking spaces as shall be first approved in writing by the Architectural Review Committee. Any garage shall be used solely by the owners or occupants of the dwelling to which it is appurtenant. Accessory buildings may be erected only after approval in writing has first been obtained from the Architectural Review Committee.

No building, any part of which is for dwelling purposes, shall in any manner be occupied or lived in while in the course of original construction or until made to comply with all requirements as to area and with all other conditions set forth or referred to herein or in any further restrictions established and applicable to said tract. No building, structure, or vehicle, anywhere on the tract, other



than a completed dwelling shall ever be lived in or used for dwelling purposes, including tents, shacks, trailers, outbuildings, garages, or other such structures, nor shall any sign or billboard be erected, placed or maintained on any lot. However, nothing in this paragraph shall be construed to prevent the erection, placement or maintenance by Declarant or its successors or assigns, of signs, trailers, offices or buildings in connection with the conduct of tract business and/or development and sale of any part of said tract.

## 2. HEIGHT LIMITATION.

No residence exceeding two stories in height or a height of twenty-eight (28) feet from the reference grade of any lots shall be erected or maintained except with the express written consent of the Architectural Review Committee.

## 3. DWELLING SIZE.

Without the prior written consent of the Architectural Review Committee the total floor area of each dwelling, exclusive of garages, carports, open terraces, open patios, open porches and breezeways, shall be not less than:

- (a) 1,350 square feet on a lot having an area of 4,499 square feet or less; and
- (b) 1,750 square feet on a lot having an area of 4,500 square feet or more.

## 4. FRONT, REAR, AND SIDE SETBACK.

No residence, or any part thereof, with the exception of roof eaves may exceed the minimum front, rear and side yard setbacks as required under the applicable laws of the governmental agency having jurisdiction over improvements in the tract. No fence, wall or hedge may be erected or maintained in front of the prescribed front setback line exceeding a height of three feet (3'). Except where a swimming pool is installed in the front setback area the fence may exceed three feet (3') in height in order to conform to the applicable laws of the governmental agency having jurisdiction thereover.

No fence, wall, hedge, gear locker or other structure may be erected or maintained to the rear of the prescribed rear setback line of any waterfront lot exceeding a height of thirty inches (30").

- (a) There is specifically reserved upon each lot (servient tenement) for the benefit of that adjoining lot (dominant tenement) upon which a house wall and structure is located immediately adjacent to the common lot line, and which house wall and structure is at least ten (10) feet from the most immediate house wall and structure on the servient tenement, a four (4) foot wide "non-exclusive" easement the length of and adjoining the common lot line between the dominant and servient tenements, in, under, over, and through which the dominant tenement owner may pass to perform such work in connection with the maintenance, repair, or restoration of the dominant tenement owner's house wall and structure of which the wall is a part. The owner of the dominant tenement shall not be liable for the reasonable damage to or removal of any structures, decorations, or landscaping erected within the four (4) foot wide easement, which is occasioned by the work he performs or has performed on his house wall and/or the structure of which the wall is a part."
- (b) In addition to the above reserved four (4) foot wide easement on the lot of the servient tenement, there is specifically reserved upon each lot, within said reserved four (4) foot wide easement, a one (1) foot easement for eave encroachment, this eave cannot encroach below a height of seven (7) feet from the finished grade elevation of the building site of the house on the lot of the dominant tenement."

5. DRIVEWAYS.

Access driveways and other paved areas for vehicular use on a lot shall have a wearing surface of Portland cement concrete, or asphaltic concrete, or the

equivalent thereof. Plans and specifications for all driveways, culverts, pavement edging or markers shall be first approved in writing by the Architectural Review Committee.

6. BASEMENT, SWIMMING POOLS AND EXCAVATIONS.

No basement or excavation shall be constructed or made on any lot without the prior written approval of both the Architectural Review Committee and the governmental agency having jurisdiction thereover.

7. CHIMNEYS:

No chimney shall extend more than four feet (4') above the building height of any dwelling without the prior written approval of the Architectural Review Committee.

8. NUISANCES.

No noxious or offensive activity shall be carried on, in or upon any part of subject property, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood. No reptiles, birds, or animals except canaries, parakeets (or similar species of birds), dogs and cats, and no more than two (2) animals, shall be kept or maintained on any lot. No burning of refuse shall be permitted outside any dwelling, except that the burning of leaves is permitted as or if allowed by ordinance of the City of Oxnard.

9. PARKING - PARKWAYS.

The use of any garage, carport, driveway, parking area, waterfront, channel easement facility, or other facility which may be in front of or adjacent to or part of any lot as a habitual parking place for commercial vehicles is prohibited. The owners of lots shall be responsible for the maintenance and repair of lands and parkways located between their lot lines and the edges of street or thoroughfare pavements on which said lots face or abut or to which they are adjacent. Said lands and parkways shall be kept clean and clear of refuse and shall not be used for the parking of private or commercial vehicles or boats or trailers. The term "commercial vehicles" shall include all automobiles, station wagons, trucks, boats, watercraft, other land, air and water vehicular equipment which shall bear signs or have printed on the side of same any reference to any commercial undertaking or enterprise.

#### 10. PLANT DISEASES OR NOXIOUS INSECTS.

No owner shall permit any thing or condition to exist upon his lot which shall induce, breed or harbor infectious plant diseases or noxious insects.

#### 11. NAMEPLATES, TELEVISION OR RADIO ANTENNAE AND TOWERS, LAUNDRY DRYING FACILITIES OR YARDARMS.

There shall be not more than one nameplate on each lot. Said nameplate shall be not more than seventy-two (72) square inches in area, and shall contain the name of the occupant and/or the address of the dwelling. It may be located on the door of the dwelling or the wall adjacent thereto, or upon the wall of an accessory building or structure, or it may be freestanding in the front or sideyard, provided that the height of the nameplate is not more than twelve inches (12") above the adjoining ground grade. No television or radio antennae, or tower, yardarm or laundry drying equipment shall be erected or used outdoors, whether attached to a building or structure, or otherwise, unless first approved in writing by the Architectural Review Committee.

#### 12. TEMPORARY STRUCTURES.

No trailer, mobilehome, trailer coach, recreational vehicle, vehicle, basement of an uncompleted building, tent, shack, garage or barn, and no temporary building or structure of any kind shall be used at any time for a residence either temporary or permanent. Temporary buildings or structures used during the construction of a dwelling shall be on the same lot as the dwelling, and such buildings or structures shall be removed immediately after the completion of construction.

#### 13. UNDERGROUND UTILITIES.

No pipes, conduits, lines, wires, equipment or facilities for the communication, transmission or metering of electricity, gas, water, telephonic current, or other utilities shall be constructed, placed, or permitted to be placed anywhere in or upon any lot, other than within buildings or structures or attached to the walls thereof, unless the same shall be contained in pipes, conduits, cables, or vaults constructed, placed, and maintained underground or concealed in or under buildings or other approved structures.

#### 14. OIL AND MINING OPERATIONS.

No lot shall be used for the purpose of boring, mining, quarrying, exploring for, or removing water, oil or other hydrocarbons, minerals of any kind, gravel,

or earth. No machinery shall be placed, operated, or maintained upon any lot except such machinery as is usual and customary in connection with the maintenance of a private residence.

15. WATERFRONT STRUCTURES AND USES.

(a) No owner of any waterfront lot shall locate, construct, maintain or operate any channel easement facilities or any decks and ramps, except within the limits of the channel easement area appertaining to such lot. The channel easement areas shall not be owned, held, leased or used except as provided in subsection (c) of this paragraph 15, and all right, title and interest and estate of each owner of any waterfront lot in the same shall revert to and vest in Declarant with the reversion of the lot to which the same appertain in accordance with Clause VI hereof. Each conveyance or transfer of a waterfront lot shall include all right, title, interest and estate of the owner in the channel easement area appertaining thereto.

(b) No channel easement facilities shall be constructed, erected, installed, placed, altered or maintained except in strict accordance with the provisions of Paragraph 17 hereof, and all such facilities shall be subject to all applicable laws, rules or regulations of any governmental body. Each owner shall at his sole cost and expense obtain any consent, approval, permit or authorization be obtained prior to approving plans for any such channel easement facilities in accordance with the provisions of Paragraph 17 hereof.

(c) Each owner of any waterfront lot shall maintain in good and safe condition and repair all bulkheads located in, upon or under said lot, including all footings, pilings and ancillary structures therefor or thereto, together with any channel easement facilities appertaining to said lot. Without the prior written consent of the Architectural Review Committee, no such channel easement facilities shall be leased or used except by the owner thereof and said owner's family, guest and visitors. Each owner of any waterfront lot assumes all duties and obligations of Declarant with respect to bulkheads and the channel easement area appurtenant thereto by his purchase of the lot upon which the same are located or to which they are appurtenant or appertain.

(d) Without the prior written consent of the Architectural Review Committee, no structures or facilities shall be located, constructed, maintained or operated in, upon or under any channel easement area, except for channel easement facilities.

(c) Each owner of a waterfront lot shall at his sole cost and expense keep and maintain all channel easement facilities located in the channel easement area or deck and ramp area appurtenant to his lot in good condition, repair and appearance which shall include, but shall not be limited to, the duty to maintain, repair and periodically paint or refurbish the same.

(f) Declarant shall have the right to make, promulgate, supplement, amend, change or revoke rules and regulations pertaining to the use and operation of the channel easement areas and the waterways without advance notice to lot owners. Without limiting the generality of the foregoing, such rules and regulations may pertain to the launching, recovery, mooring, storage, maintenance and operation of boats; the painting, repairing and overhauling of all or any part of a boat or any engine, motor, equipment or appliance in or upon such boat; swimming, fishing and other aquatic activity; the storage of fuel, equipment and personal property of every kind and character; and the discharge, collection or disposal of sanitary sewage, garbage and other waste substances.

(g) Declarant reserves the right to enter upon and use any portion of the real property underlying the channel easement areas or the waters overlying the same for any lawful purpose which does not unreasonably interfere with a lot owner's use of the same. Without limiting the generality of the foregoing, Declarant reserves an assignable easement and right of way in, under and through the real property underlying all of said areas and ways for the purposes of constructing, placing and maintaining therein footings, pilings for bulkheads and channel easement facilities on or appurtenant to adjacent lots.

#### 16. HOME OCCUPATIONS.

No gainful occupation, profession, or trade or other non-residential use, shall be conducted on any lot or in any building.

#### 17. ARCHITECTURAL CONTROLS.

(a) No building or other structure of any kind, including without limitation, dwellings, accessory buildings, garages, fences, walls, retaining walls, bulkheads, sidewalks, steps, awnings, poles, swimming pools, tennis courts and channel easement facilities shall be erected, constructed, installed, placed, altered or maintained upon any lot or upon any street, parkway, waterway or waterfront adjacent thereto unless and until complete and detailed plans and specifications therefor, color

scheme thereof, if appropriate, and a plot plan showing and fixing the location of such structure with reference to streets, waterways and lot lines (and the grading plan, if requested) shall have been first submitted for approval to and approved in writing by the Architectural Review Committee. Such plans and specifications, color scheme, plot plan and grading plan shall be submitted in writing over the signature of the owner or his duly authorized agent on a form prepared by the Architectural Review Committee. Approval by said Committee of the erection, construction, installation, placement, alteration or maintenance of said structure may be withheld because the same would or might, in its judgment, cause or result in a violation of said Covenants and also because of the reasonable dissatisfaction of said Committee with the grading plan, location of the structure, color scheme, finish, design, proportions, architecture, shape, height, style or appropriateness of the proposed structure or altered structure, materials proposed to be used therein, kind, pitch or type of the roof proposed to be placed thereon, or because of its reasonable dissatisfaction with any or all other matters or things which, in the reasonable judgment of the said Committee, would render the proposed structure inharmonious or out of keeping with the general plan of improvement of subject property.

(b) If the Architectural Review Committee shall disapprove of any plans and specifications, color scheme, plot plan or grading plan submitted for approval, it shall send notice of its disapproval to the person or persons applying for said approval at the address set forth in the application therefor within thirty (30) days from the date said plans and specifications, color scheme, plot plan and grading plan are presented to the Architectural Review Committee. If notice of disapproval is not so sent, the plans and specifications, color scheme, plot plan or grading plan submitted shall be deemed to have been approved by the Architectural Review Committee in accordance with the provisions of this Paragraph 17.

(c) The approval of the Architectural Review Committee of any plans or specifications, color scheme, plot plan or grading plan submitted for approval for use on any particular lot, shall not be deemed to be a waiver by the Architectural Review Committee of its right to object to any of the features or elements embodied therein if and when the same features or elements are embodied in any subsequent plans and specifications, color scheme, plot plan or grading plan submitted for approval with respect to any other lots.

(d) No building or other structure for which any plans and specifications, color scheme, plot plan or grading plan have been approved by the Architectural Review Committee shall be erected, constructed, installed, placed, altered or maintained except in strict conformance with said plans and specifications, color scheme, plot plan and grading plan and such conditions and requirements as the Architectural Review Committee may impose in connection with its approval of the same. Any deviation from said plans and specifications, color scheme, plot plan or grading plan in such erection, construction, installation, placement, alteration or maintenance shall nullify the approval of the Architectural Review Committee required by this Paragraph 17, and shall be deemed to have been undertaken without said Committee's approval or consent.

(e) After the completion of the erection, construction, installation, placement or alteration of any building or other structure in accordance with the provisions of this Paragraph 17, the Architectural Review Committee will, upon application of the owner of said building or structure, or his agent or representative, issue a certificate that said building or structure has been so completed, if said Committee determines such to be the fact.

(f) Neither Declarant nor the Architectural Review Committee shall be responsible for any defects in any building or other structure erected, constructed, installed, placed, altered or maintained in accordance with or pursuant to any plans and specifications, color scheme, plot plan or grading plan approved by the Architectural Review Committee or any conditions or requirements that said Committee may have imposed with respect thereto.

#### 18. VISUAL OBSTRUCTIONS - FENCES.

(a) No fence, wall, hedge or other visual barrier over three feet (3') in height, save and except for trees approved by the Architectural Review Committee, shall be erected or grown on any lot at any place where a barrier of greater height would obstruct or impair the view of streets, parkways and waterways, from other lots. No fence, wall, hedge, or other visual barrier over six feet (6') in height, save and except for trees approved in writing by the Architectural Review Committee, shall be erected or grown at any place on any lot. The restrictions set forth in this Paragraph 18 may be waived or modified in writing by the Architectural Review Committee. The Architectural Review Committee may also supervise the planting and growth of trees and other shrubbery or vegetation on the lots in subject property.



(including existing trees) and may remove or direct the owner of any lot to remove trees or other shrubbery or vegetation or prohibit the planting or growth of the same on any lot so that the view of streets, parkways and waterways from other lots will not be unreasonably obstructed or impaired. Each lot owner agrees to abide by any order of the Architectural Review Committee prohibiting the planting of trees or other shrubbery or vegetation or directing the cutting down, cutting back or removal of the same.

(b) The first owner or owners of each lot of the subject property to commence construction of a dwelling on such lot agree at or prior to the completion of construction of said dwelling to erect a fence or wall upon said lot along each side lot line which abuts another lot of the subject property. Said fence or wall shall be of the height, materials and construction, and shall extend for such length as shall be first approved in writing by the Architectural Review Committee. Application for approval of such fence or wall shall be made in accordance with the provisions of Paragraph 17 hereof. In the event that the owners of lots having common lot lines agree to the construction of a party or common fence or wall, the same may be located upon the boundary line between such lots.

#### 19. LANDSCAPING.

No landscaping of any lot, and no planting or removal of trees, except minor gardening, shall take place until plans for same have been first approved in writing by the Architectural Review Committee. After the completion of a dwelling on any lot, the lot shall be landscaped in a diligent manner and in any event within such period as may be specified by said Committee. Such landscaping shall include at least one specimen tree, at least eight feet (8') in height, in the front yard. The Architectural Review Committee may require the owner of any lot at any time to further landscape any lot which in the opinion of said Committee is not landscaped in an adequate and attractive manner.

#### 20. RESUBDIVIDING LOTS.

No portion of any lot less than all and no easement shall be granted unless approved in writing by the Architectural Review Committee.

#### 21. EASEMENTS FOR PUBLIC UTILITY PURPOSES.

The Declarant hereby reserves easements over, under and through the front ten feet (10') of, and the rear six feet (6') of each lot for the installation, construction, reconstruction, relocation, removal, maintenance, repair, operation

and inspection of sewer, water, drainage, electric, gas, telephone and cable television facilities, for the benefit of the adjoining land owners and/or the Declarant, authority, commission, corporation, municipality or other agency supplying such facilities.

22. GRADES AND SLOPE CONTROL.

(a) Without the prior written approval of the Architectural Review Committee, (i) no grade shall be constructed, reconstructed or maintained on any lot, or any portion thereof, with a slope steeper than the ratio of one and one-half feet (1-1/2') horizontal to one foot (1') vertical, and (ii) no existing grade shall be altered or modified by changing its location or the direction of its slope or be replaced, in whole or in part. Any applicant for a deviation from the foregoing requirements shall furnish said Committee with such engineering or geological data concerning erosion, earth movement, drainage, hazards to persons or public or private property and any other matters which said Committee shall deem material thereto.

(b) All grades having a slope steeper than the ratio of two feet (2') horizontal to one foot (1') vertical shall be planted and maintained with growing vegetation sufficient to control erosion of such grades. All such vegetation and the watering and maintenance facilities therefor shall be approved by said Committee.

23. RELAXATION AND ADDITION OF COVENANTS.

(a) The Architectural Review Committee shall have the right and privilege to permit the owner of any lot or lots (without the consent of owners of other lots) to deviate from any or all of the Covenants set forth in this Clause IV, provided that such deviation is necessary in order to carry out the general purposes of this declaration. Any such permission of said Committee shall be in writing and shall not constitute a waiver of said Committee's powers of enforcement with respect to any of said Covenants as to other lots.

(b) Said Covenants constitute the minimum conditions and restrictions applicable to lots. Declarant hereby reserves a right to add or impose by a supplemental declaration other and more stringent limitations, covenants, conditions, restrictions and reservations with respect to any lot or lots now or hereafter owned by it, including the right to increase setback requirements and square footage requirements with respect to buildings and other structures and otherwise to increase and

supplement, but not to diminish said Covenants affecting said real property except by permit given pursuant to subparagraph (a) of this Paragraph 23, and regardless of conveyance of any lot(s) subject to said Covenants.

#### 24. OCCUPANCY OF BOATS AND YACHTS FOR DWELLING PURPOSES PROHIBITED.

No boat, yacht or other watercraft shall ever be used for dwelling purposes at a time when it is moored or otherwise kept within the easement which is hereinabove described as Parcel 11 of the property.

### CLAUSE V

#### ARCHITECTURAL REVIEW COMMITTEE

##### 1. CREATION.

The Architectural Review Committee is hereby created with the rights, powers, privileges and duties herein set forth. Said committee shall be the Declarant or any three (3) persons designated by the Declarant, as a successor committee.

In the event of the death, incompetency, resignation or inability to act of any member of said Committee, the remaining member or members shall designate a successor. Notwithstanding the foregoing, Declarant shall have the right and power at all times to remove any or all members of said Committee or to fill any vacancy or vacancies. Declarant may at its sole discretion at any time assign by supplemental declaration its power 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.

##### 2. PROCEDURE.

All plans and specifications and other material required or permitted to be filed with the Architectural Review Committee hereunder shall be filed in the office of Declarant at 16200 Ventura Boulevard, Suite 429, Encino, California 91316, or such other office as Declarant shall specify in a supplemental declaration. The Architectural Review Committee's approval or disapproval on matters required by this declaration shall be by majority vote of the Committee.

##### 3. FUNCTION.

The function of the Architectural Review 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 material submitted to it with

respect to buildings and 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 and in easement areas so that all structures shall conform to the provisions hereof, the general plan of development and such rules as said Committee may adopt for the improvement and development of subject property. Nothing herein shall be construed as authorizing or empowering said Committee by rule or otherwise, to change or waive said Covenants, except as herein provided.

#### 4. RULES AND REGULATIONS.

Said Committee may adopt rules and regulations, and the same may be changed by said Committee from time to time; none of said rules and regulations shall be deemed to be any part or portion of any of said deeds or Covenants.

### CLAUSE VI GENERAL PROVISIONS

#### 1. EFFECTIVE DATE OF COVENANTS.

Subject to Paragraph 4 of this Clause VI, each of said Covenants set forth in this declaration shall continue and be binding as set forth in Paragraph 2 of this Clause VI for an initial period of thirty (30) years from the date of recordation hereof and thereafter for successive periods of twenty-five (25) years each.

1970  
+30  
2000

#### 2. COVENANTS TO RUN WITH THE LAND - PURCHASER'S CONTRACT.

Each of said Covenants shall run with the subject property and each lot, part or parcel thereof and bind Declarant, its successors, grantees and assigns, and all parties claiming by, through, or under it. Each purchaser of any lot, part or parcel of or in subject property shall by acceptance of a deed or other conveyance for any such lot, part or parcel thereby be conclusively deemed to have consented to and agreed to all of said Covenants for himself and his heirs, executors, administrators and assigns and does by said acceptance covenant for himself and his heirs, executors, administrators and assigns to observe, perform and be bound by said Covenants and to incorporate said Covenants by reference in any deed or other conveyance of all or any portion of his interest in any of subject property or any lot, part or parcel thereof or therein. No lot, part or parcel of or in subject property or interest therein shall be granted, transferred, conveyed or

assigned except by an instrument executed and acknowledged by the Grantees, transferees, conveyees or assignees therein named whereby they covenant to observe, perform and be bound by the said Covenants.

3. VIOLATIONS OF RESTRICTIONS: ENFORCEMENT.

(a) Upon any violation or breach of any of said Covenants, Declarant or the Architectural Review Committee may enter any lot, part or parcel in or on subject property upon or as to which such violation exists, and may alter, correct, modify, remedy or summarily abate and remove, at the expense of the owner of such lot, part or parcel, any thing or condition that may be or exist thereon contrary to the provisions hereof. Declarant or the Architectural Review Committee shall not thereby be deemed to have trespassed upon such lot, part or parcel and shall be subject to no liability to the owner or occupant of such parcel for any such entry or other action taken pursuant to this subparagraph. In the event the owner of such lot fails to pay upon demand, the expense of such alteration, correction, modification, remedying, abatement or removal, the person, firm, corporation, or association performing such curative action, whether it be Declarant, the Architectural Review Committee or an assignee of Declarant pursuant to paragraph 7 of this Clause VI, shall be entitled to record a lien against such lot, part or parcel in or on the subject property upon or as to which such violation existed.

(b) Violation of any of said Covenants may be enjoined, abated, restrained or otherwise remedied by any lawful means or proceedings. Proceedings to restrain violation of said Covenants may be brought at any time that such violation appears reasonably likely to occur in the future. In the event of proceedings brought by Declarant or the Architectural Review Committee to enforce or restrain violation of any of said Covenants, or to determine the rights or duties of any person hereunder, and Declarant or the Architectural Review Committee prevails in such proceedings, it may recover a reasonable attorneys' fee to be fixed by the court, in addition to court costs, and any other relief awarded by the court in such proceedings.

(c) Said Covenants shall bind and inure to the benefit of and be enforceable by Declarant and the Architectural Review Committee and the owner or owners of any lot, part or parcel in or of subject property and the respective heirs, successors and assigns of each. The failure of Declarant or the Architectural Review Committee or of any such owner, or of any other person entitled to enforce any of said

Covenants to enforce the same shall in no event be deemed a waiver of the right of such person or of any other person entitled to enforce these restrictions to enforce the same thereafter.

(d) Waiver or attempted waiver of any of said Covenants with respect to any lot, part or parcel in or of subject property shall not be deemed a waiver thereof as to any other lot, part or parcel, nor shall the violation of any of said Covenants upon any other lot, part or parcel or lots, parts or parcels affect the applicability or enforceability of said Covenants with respect to any other lot, part or parcel.

#### 4. NULLIFICATION OF COVENANTS.

The record owners in fee simple of the lots may revoke, modify, amend or supplement, in whole or in part, any or all of said Covenants and may release from any part or all of said Covenants all or any part of subject property, but only at the following times and in the following manner:

(a) No such change or changes may be made effective within thirty (30) years from the date hereof;

(b) Any such change or changes may be made effective at the end of said initial thirty (30) year period or thereafter at the end of any successive twenty-five (25) year period if the record owners in fee simple of at least two-thirds (2/3) of said lots consent thereto prior to the end of any such period;

(c) Any such consents shall be effective only if expressed in a written instrument or instruments executed and acknowledged by each of the consenting owners and recorded in the Office of the County Recorder, Ventura County, California.

A recordable certificate by a reputable title insurance company doing business in Ventura County, California, as to the record ownership of the lots shall be deemed conclusive evidence thereof with regard to compliance with the provisions of this section. Upon and after the effective date of any such change or changes, it or they shall be binding upon all persons, firms and corporation then owning any lot, part or parcel in or of subject property and shall run with the land and bind all persons claiming by, through or under any one or more of them.

#### 5. MORTGAGES AND DEEDS OF TRUST.

Said Covenants shall be subject and subordinate to all mortgages, deeds of trust, or other security instruments in the nature of a mortgage or deed of trust.

now or hereafter executed or made in good faith which encumber any of subject property, and none of said Covenants or other provisions hereof shall supersede or in any way reduce the security of any such mortgage, deed of trust, or other security instrument. However, if any of subject property is acquired in lieu of foreclosure, or is purchased under foreclosure of any such mortgage, deed of trust or other security instrument, or under any judicial sale, any person so acquiring or purchasing said property, and his, hers or its grantees, heirs, personal representatives, successors, or assigns shall hold all of said property subject to all of said Covenants.

#### 6. SEVERABILITY CLAUSE.

If a court of competent jurisdiction shall hold invalid or unenforceable any part or all of said Covenants or other provision contained in this declaration, such holding shall not impair, invalidate or otherwise affect the remainder of this declaration which shall remain in full force and effect.

#### 7. ASSIGNMENT OF DECLARANT'S RIGHTS AND POWERS.

Declarant, its successors and assigns reserves the right to vest any corporation or association with all or any of the rights, interests, privileges, easements, powers and duties herein retained or reserved by Declarant by a supplemental declaration and assignment which shall be effective when recorded in the Office of the County Recorder, Ventura County, California, and Declarant shall thereupon be relieved and discharged from every duty so vested in such other corporation or association.

#### 8. MAILING ADDRESS FOR NOTICE.

Each owner of a lot shall file the correct mailing address of such owner with Declarant and shall notify Declarant promptly in writing of any subsequent change of address. Declarant shall maintain a file of such addresses. A written or printed notice, deposited in the United States Post Office, postage prepaid, and addressed to any owner at the last address filed by such owner with Declarant shall be sufficient and proper notice to such owner wherever notices are required for this declaration. Declarant's address, for the purpose of all notices required or permitted to be given hereunder, is 16200 Ventura Boulevard, Suite 429, Encino, California 91316, or such other address as Declarant shall specify from time to time by supplemental declaration executed by Declarant and recorded in the Official Records of Ventura County, California.

9. COVENANTS CUMULATIVE.

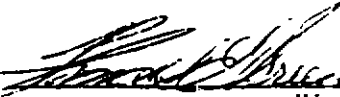
Said Covenants do not supersede or affect in any way any limitations, covenants, restrictions or reservations heretofore recorded in the Official Records of Ventura County, California, pertaining in whole or in part to subject property.

10. HEADINGS.

The headings of the Clauses and paragraphs herein contained are for convenience only and shall not be used in the construction or interpretation of this declaration.

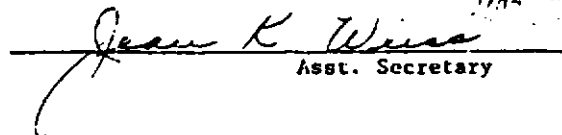
IN WITNESS WHEREOF, Declarant has caused this instrument to be executed by its Vice President, attested by its Assistant Secretary, and its Corporate Seal to be hereto affixed, the day and year first above written.

BOISE CASCADE BUILDING CO.



Vice President

Attest:



Asst. Secretary





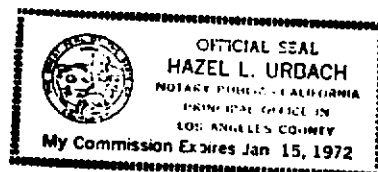
STATE OF CALIFORNIA )  
 ) SS  
 COUNTY OF LOS ANGELES )

On December 22, 1970, before me the undersigned,  
 a Notary Public in and for said County and State, personally appeared \_\_\_\_\_  
Thomas E. Breen, known to me to be the Vice President, and  
Jean K. Weiss, known to me to be the Assistant Secretary  
 of Boise Cascade Building Co., the corporation that executed the within instrument,  
 known to me to be the persons who executed the within instrument on behalf of said  
 corporation, and acknowledged to me that said corporation executed the within  
 instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Hazel L. Urbach, Hazel L. Urbach  
 Notary Public in and for said  
 County and State.

My Commission expires \_\_\_\_\_



WHEN RECORDED RETURN TO:  
Robert M. Deaky  
Attorney at Law  
4 W. Fourth Ave., Ste. 511  
San Mateo, CA 94402

Noted-4



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

FEB 27 8 01 AM '80

RECORDS OF  
CLERK OF COUNTY RECORDS  
ROBERT L. HAMM

017803  
K35603 MR 104

SUPPLEMENTAL DECLARATION OF  
LIMITATIONS, COVENANTS, CONDITIONS, RESTRICTIONS  
AND RESERVATIONS AFFECTING THAT REAL PROPERTY  
KNOWN AS TRACT NO. 1904-3  
IN THE CITY OF OXNARD  
COUNTY OF VENTURA, CALIFORNIA

THIS DECLARATION is made this 31st day of January, 1980,  
by BOISE CASCADE BUILDING CO., a Delaware corporation, which was  
previously named R. A. Watt Company, Inc. (hereinafter called  
"Declarant").

R E C I T A L S

WHEREAS, Declarant was and is the Declarant under that  
Declaration of Limitations, Covenants, Conditions, Restrictions  
and Reservations Affecting Portions of the Real Property Known  
as Tract 1904-3 in the City of Oxnard, County of Ventura, made  
on the 22nd day of December, 1970, and recorded in Book 3783,  
Page 367, in the Official Records of the County of Ventura,  
State of California; and

WHEREAS, Declarant pursuant to such Declaration hereby  
desires to exercise its powers under Clause V, section 1, of  
such Declaration, which permits Declarant at its sole discretion  
at any time to assign by supplemental declaration its powers of  
removal and appointment with respect to the Architectural Review  
Committee for said tract to such association or corporation as  
Declarant may select and subject to such terms and conditions

This instrument filed for record by Title Insurance  
and Trust Company on an accommodation only.  
It has not been examined as to its execution or  
as to its effect upon the title.

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*Boise Cascade Bldg Co*  
*TD*  
*Boise Cascade Home & Ind Corp*  
*10402-RF*

with respect to the exercise thereof as Declarant may impose;  
and

WHEREAS, Declarant pursuant to such Declaration hereby desires also to exercise its powers under Clause VI, section 7, of such Declaration, which permits Declarant to vest any corporation or association with all or any of the rights, interests, privileges, easements, powers and duties retained or reserved by Declarant by a supplemental declaration and assignment which shall be effective when recorded in the Office of the County Recorder, County of Ventura, State of California; and

WHEREAS, Declarant hereby desires to vest the corporation of which it is a wholly owned subsidiary, namely Boise Cascade Home & Land Corporation, a Delaware corporation, with each and all of the rights, interests, privileges, easements, powers and duties hereinbefore referred to;

NOW, THEREFORE, Declarant hereby by the making and filing of this Supplemental Declaration hereby exercises the following powers under the above Declaration:

1. Declarant assigns by this Supplemental Declaration its powers of removal and appointment with respect to the Architectural Review Committee for the above tract to Boise Cascade Home & Land Corporation, a Delaware corporation, with the right of Boise Cascade Home & Land Corporation, as successor to Declarant, to carry out and to continue to carry out any and all powers of Declarant as may be necessary or otherwise proper in connection with such successor's exercise of the same.

2. Declarant vests, by this Supplemental Declaration, Boise Cascade Home & Land Corporation, a Delaware corporation, with any and all of Declarant's rights, interests, privileges, easements, powers and duties which have been retained or reserved by Declarant under the Declaration as recited above, without exception, subject to the right of said Boise Cascade Home & Land Corporation as the successor to Declarant, to carry out any and all of the foregoing in the same manner as Declarant itself.

3. Declarant shall thereupon upon such assignment and vesting in Boise Cascade Home & Land Corporation be relieved and discharged from every duty previously vested in it under the said Declaration.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed by its Vice President, attested to by its Assistant Secretary, and its Corporate Seal to be hereto affixed, on this 31<sup>st</sup> day of January, 1980.

BOISE CASCADE BUILDING CO.,  
a Delaware corporation, formerly  
R. A. WATT COMPANY, INC.

By Ray M. Jones  
Vice President

Attest:

Beverly C. Calanica  
Assistant Secretary

STATE OF CALIFORNIA )  
COUNTY OF Santa Clara ) ss.

On January 31, 1980, before me the undersigned, a Notary Public in and for said County and State, personally appeared Rose M. Jones, known to me to be the Vice President of Boise Cascade Building Co., and Beverly A. Aulanian, known to me to be the Assistant Secretary of Boise Cascade Building Co., the corporation that executed the within instrument, and also known to me to be the persons who executed the within instrument on behalf of said corporation, and acknowledged to me that said corporation executed the same.

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



Marguerite A. Roberts  
Notary Public

**RECORDING REQUESTED BY:**

**Boise Cascade Home & Land Corporation**

**WHEN RECORDED RETURN TO:**

**Robert M. Desky, Esq.  
4 W. Fourth Ave., Ste. 311  
San Mateo, CA 94402**

**97123**

**RECORDED IN OFFICIAL RECORDS  
OF VENTURA COUNTY, CALIFORNIA**

**SEP 1 1983 AT 8:30 AM**

**RICHARD D. DEAN, COUNTY RECORDER**

**PAID BY CK**

**FEE \$23.00/21**

**SUPPLEMENTAL DECLARATION OF  
LIMITATIONS, COVENANTS, CONDITIONS, RESTRICTIONS  
AND RESERVATIONS ASSIGNING POWER OF REMOVAL AND  
APPOINTMENT WITH RESPECT TO THE CHANNEL ISLANDS  
(OXNARD MARINAS) ARCHITECTURAL REVIEW COMMITTEE  
AND FOR VESTING OF POWERS OF DECLARANT UNDER  
PROVISIONS OF THE DECLARATION, WITH RESERVATIONS  
AFFECTING THAT REAL PROPERTY KNOWN AS TRACT NO. 1904-3  
IN THE CITY OF OXNARD, COUNTY OF VENTURA, CALIFORNIA**

THIS DECLARATION is made this 19th day of August, 1983, by  
BOISE CASCADE HOME & LAND CORPORATION, a Delaware corporation,  
successor in interest to BOISE CASCADE BUILDING CO., a Delaware  
corporation, which is previously named R. A. Watt Company, Inc.  
(hereinafter collectively designated "Declarant").

**R E C I T A L S**

WHEREAS, Declarant was and is the Declarant under the  
Declaration of Limitations, Covenants, Conditions, Restrictions  
and Reservations Affecting Portions of the Real Property Known  
as Tract 1904-3 in the City of Oxnard, County of Ventura, made  
on the 22nd day of December, 1970, and recorded in Book 3783,  
Page 367, in the Official Records of the County of Ventura,  
State of California, and by a Supplemental Declaration of Lim-  
itations, Covenants, Conditions, Restrictions and Reservations  
Affecting that Real Property Known as Tract No. 1904-3 in the

*Boise H&L Corp*  
*LIU HA*  
*ARC*

City of Oxnard, County of Ventura, California, recorded in Book 5603, Page 104 of such Official Records on the 27th day of February, 1980; and

WHEREAS, Declarant pursuant to such Declaration, and such Supplemental Declaration, hereby desires to exercise its powers under each and all of the said instruments in order to accomplish the following:

(a) To permit Declarant pursuant to Clause V, section 1, of such Declaration as supplemented, to assign by Supplemental Declaration its powers of removal and appointment with respect to the Architectural Review Committee for the above-described tract to the Channel Islands Waterfront Homeowners' Association, Inc., as an association or corporation selected by Declarant pursuant to such provision and subject to such terms and conditions as are contained in this Supplemental Declaration; and

(b) To permit Declarant pursuant to such Declaration as so supplemented, to exercise its powers under Clause VII, section 7, of said Declaration as so supplemented, to vest in Channel Islands Waterfront Homeowners' Association, Inc. as an appropriate corporation or association to be so vested, certain rights, interests, privileges, easements, powers and duties heretofore retained or retained or reserved by Declarant, subject to certain exceptions and

reservations as hereinafter stated; and

WHEREAS, Channel Islands Waterfront Homeowners' Association has indicated that it is willing to accept the vesting of such powers and/or rights, interests, privileges, easements or duties as are to be conferred on it, subject to such exceptions and reservations; and

WHEREAS, Declarant and Channel Islands Waterfront Homeowners' Association, Inc. have entered into an agreement designated the Agreement for Assignment of Powers of Removal and Appointment with Respect to the Channel Islands (Oxnard Marinas) Architectural Review Committee and for Vesting of Powers of Declarant Under Certain Declarations of Covenants and Amendments, a copy of which agreement (hereinafter designated the "Agreement") is attached to and incorporated in this Supplemental Declaration as Exhibit "A";

NOW, THEREFORE, Declarant by the making and filing of this Supplemental Declaration hereby exercises the following powers under the above Declaration as supplemented, as follows, to wit:

1. Declarant assigns by this Supplemental Declaration to Channel Islands Waterfront Homeowners' Association, Inc., a California non-profit corporation ("Association"), Declarant's powers of removal and appointment with respect to the Architectural Review Committee for the above tract, with the right of Association as such successor to Declarant and acting as Declarant in all respects, to carry out and continue to carry out any and all powers of Declarant as may be necessary or otherwise proper in connection with such successor's exercise of the



same, and in all respects in conformance with the powers contained in the above Declaration as supplemented.

2. Declarant, by this Supplemental Declaration, vests Association with any and all of Declarant's rights, interests, privileges, easements, powers and duties which have been retained and reserved by Declarant under the Declaration as supplemented, subject however, to any and all exceptions and reservations which are contained in the Agreement attached as Exhibit "A" to this Supplemental Declaration, and further subject to the conformity by Declarant with each and all of the provisions of the Declaration as supplemented.

3. Declarant shall upon such assignment and vesting of its powers, rights, interests, privileges, easements and duties pursuant to sections 1 and 2 of this Supplemental Declaration, be relieved and discharged from every duty previously vested in it under the said Declaration as supplemented, subject only to any matters specifically excepted or reserved in the Agreement attached and incorporated herein as Exhibit "A".

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed by its Vice President, attested to by its Assistant Secretary, and its Corporate Seal hereto affixed, on this 23rd day of August, 1983.

BOISE CASCADE HOME & LAND CORPORATION,  
a Delaware corporation, successor to  
BOISE CASCADE BUILDING CO., which was  
formerly known as R. A. WATT COMPANY,  
INC., Declarant

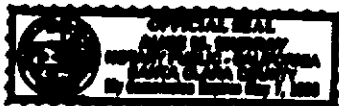
By: *Rose M. Jones*  
Its: Vice President

Attest: *Beverly A. Arslanian*  
Assistant Secretary

STATE OF CALIFORNIA )  
COUNTY OF SANTA CLARA ) ss.

On this the 21 day of August, 1983, before me, *Alice M. Murray*, the undersigned Notary Public, personally appeared ROSE M. JONES and BEVERLY A. ARSLANIAN personally known to me to be the persons who executed the within instrument as Vice President and Assistant Secretary on behalf of BOISE CASCADE HOME & LAND CORPORATION, and acknowledged to me that the corporation executed it.

WITNESS my hand and official seal.



*Alice M. Murray*  
Notary Public

**AGREEMENT FOR ASSIGNMENT OF POWERS OF REMOVAL  
AND APPOINTMENT WITH RESPECT TO  
THE CHANNEL ISLANDS (OXNARD MARINAS)  
ARCHITECTURAL REVIEW COMMITTEE  
AND FOR VESTING OF POWERS OF DECLARANT UNDER  
CERTAIN DECLARATIONS OF COVENANTS AND AMENDMENTS**

---

This Agreement is made and entered into as of this 19th day of August, 1983, by and between Boise Cascade Home & Land Corporation, a Delaware corporation, successor in interest to Boise Cascade Building Co., a Delaware corporation, formerly known as R. A. Watt Company, Inc., (hereinafter collectively designated "Boise"), and, for the limited purposes stated herein, the Architectural Review Committee (hereinafter designated the "Architectural Review Committee") of Tract Nos. 1904-1, 1904-2, and 1904-3 (hereinafter collectively designated as "Tract 1904") in the City of Oxnard, County of Ventura, State of California, on one hand, and Channel Islands Waterfront Homeowners' Association, Inc., a California non-profit corporation, on the other hand (hereinafter designated "Association").

WHEREAS, Boise since on or about July 1968 has, as developer, acting through various subcontractors, consultants and other persons and entities, planned, designed, developed, constructed, sold and transferred lands and improvements comprising Tract 1904;

WHEREAS, Boise in connection with the development of Tract 1904 has filed certain Declarations of Limitations, Covenants, Conditions, Restrictions and Reservations affecting portions of the

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EXHIBIT "A"

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real property within Tract 1904 and has amended and/or supplemented the same (hereinafter collectively designated the "Declaration of Covenants" or "Declaration");

WHEREAS, Boise acted as Declarant in filing the Declaration of Covenants and has under the Declaration of Covenants and at various times appointed various persons to constitute the Architectural Review Committee under the Declaration of Covenants;

WHEREAS, the current incumbents of the Architectural Review Committee are Rose M. Jones and Beverly A. Arslanian (hereinafter designated "the Current Members" of the Architectural Review Committee);

WHEREAS, Boise has determined, subject to each and all of the provision of this Agreement that the powers of removal and appointment with respect to the Architectural Review Committee vested in Boise as Declarant should be assigned to Association as an organization whose membership contains residents and lot owners within Tract 1904 and which may thus properly act on behalf of and for the benefit of all residents and lot owners in said Tract in connection with the future appointment and removal of members of the Architectural Review Committee;

WHEREAS, the Current Members of the Architectural Review Committee are willing to resign upon the effective date of this Agreement in order to permit such future appointment and removal of members of the Architectural Review Committee by Association;

WHEREAS, Boise has also determined that Association is an organization which may properly be vested with the rights,

interests, privileges, easements, powers and duties (hereinafter collectively described as "powers"), heretofore retained or reserved by Boise as Declarant, except to the extent to which an exception to the vesting of same is specifically set forth within this Agreement;

WHEREAS, Boise and Association have agreed that this Agreement together with such supplemental declarations as are provided for herein will be necessary and proper to effect the turnover of the said power of appointment and removal and the vesting of such functions as are provided for by this Agreement, subject to the reservations stated herein; and

WHEREAS, Boise and Association have by the provisions of this Agreement agreed upon certain matters needed to facilitate and make workable the turning over of such power of appointment or removal and to effect the vesting of the functions previously referred to, and Association has further determined through its Board of Directors with the advice of its counsel, that the provisions of this Agreement are a fair, just and equitable resolution of the various matters included within the scope of this Agreement insofar as the residents and lot owners of Tract 1904 are concerned;

NOW, THEREFORE, THE PARTIES HEREIN AGREE to the following terms and conditions:

1. Assignment by Supplemental Declaration of Boise's Powers of Removal and Appointment with Respect to the Architectural Review Committee and Acceptance of Such Assignment by Association.  
Pursuant to, and to the extent that powers to do so are conferred

under Clause V, section 1 of the Declaration of Covenants, Boise hereby agrees to assign by those forms of Supplemental Declaration to which this Agreement is attached and in each of which it is incorporated as Exhibit "A", the powers of removal and appointment of Architectural Review Committee members effective as of the date of this Agreement which is determined to be December 10, 1982 (hereinafter designated the "Effective Date"). Association agrees to assume the responsibilities of Declarant for the appointment and removal of members of the Architectural Review Committee after the Effective Date and to effect such appointment from among those persons who are residents of Tract 1904.

2. Resignation of the Current Members of the Architectural Review Committee. The Current Members of the Architectural Review Committee, by their joinder in this Agreement, hereby agree to submit their resignations and cause such resignations to become effective as of the Effective Date, and thereafter the Current Members of the Committee shall no longer be members of the Architectural Review Committee, nor shall they have any responsibilities for any future acts of the same after the Effective Date.

3. Vesting by Boise as Declarant of the Rights, Interests, Privileges, Easements, Powers and Duties Contained in the Declaration of Covenants in Association Subject to Stated Exceptions. Pursuant to the provisions of Clause VI, section 7 of the Declaration of Covenants, Boise hereby vests in Association, and Association accepts, all of the powers either contained in the Declaration of Covenants or otherwise retained or reserved by Boise as Declarant

with the exception of the following provisions which are not vested by Boise in the Association:

(a) Clause IV, Paragraph 16(c) of the Declaration of Covenants. Boise does not vest in the Association any powers, Boise reserves all powers, and the Association shall receive no powers, to repeal, modify or abrogate in any manner whatever any provisions contained in the first and third sentences of paragraph 16(c) of the Declaration of Covenants, each of which shall be retained permanently as part of the Declaration of Covenants, with the exception that Association shall, in its complete discretion, have the power but not the duty to enforce the same by appropriate regulations and such other acts as it may determine are appropriate under the circumstances. Nothing in the foregoing provision shall in any manner whatsoever affect the powers vested in Association under the provisions of the second sentence of said paragraph 16(c). Clause IV, paragraph 16(c) of the Declaration of Covenants reads as follows:

"Each owner of any waterfront lot shall maintain in good and safe condition and repair all bulkheads located in, upon or under said lot, including all footings, pilings and ancillary structures therefor or thereto, together with any channel easement facilities appurtenant to said lot.

Without the prior written consent of the Architectural Review Committee, no such channel easement facilities shall be leased or used except by the owner thereof and said owner's family, guests and visitors. Each owner of any waterfront lot assumes all duties and obligations of Declarant with respect to bulkheads and the channel easement areas appurtenant thereto by his purchase of the lot upon which the same are located or to which they are appurtenant to appertain."

(b) Clause IV, Paragraph 18(f) of the Declaration of Covenants. Boise does not vest in the Association any powers, Boise reserves all powers, and the Association shall receive no powers, to repeal, modify or abrogate in any manner whatever, any provisions contained in Clause IV, paragraph 18(f) of the Declaration of Covenants, which shall be retained permanently as part of the Declaration of Covenants, subject to the further proviso that both Association and the Architectural Review Committee to be appointed by it, in addition to Declarant and the Architectural Review Committee appointed by it, including, but not limited to, the Current Members and all past members of the Architectural Review Committee, shall each of them enjoy the immunity from



responsibility provided by and to the full extent permitted by, said paragraph 18(f). Clause IV, paragraph 18(f) of the Declaration of Covenants reads as follows:

"Neither Declarant nor the Architectural Review Committee shall be responsible for any defects in any building or other structure erected, constructed, installed, placed, altered or maintained in accordance with or pursuant to any plans and specifications, color scheme, plot plan or grading plan approved by the Architectural Review Committee or any conditions or requirements that said Committee may have imposed with respect thereto."

(c) Clause IV, Paragraph 25(b) of the Declaration of Covenants. Boise, after the date of recordation of this Agreement and the Supplemental Declaration implementing the same, relinquishes finally and permanently and does not vest in the Association any powers, and therefore Association shall receive no powers, under Clause IV, paragraph 25(b) of the Declaration of Covenants, except that this relinquishment and withholding of powers shall not effect any powers of the Architectural Review Committee under existing provisions of subparagraph (a) of paragraph 25 or any other existing provision of the Declaration of Covenants. Clause IV, paragraph 25(b) of the Declaration

of Covenants, reads as follows:

"Said Covenants constitute the minimum conditions and restrictions applicable to lots.

Declarant hereby reserves a right to add or impose by a supplemental declaration other and more stringent limitations, covenants, conditions, restrictions and reservations with respect to any lot or lots now or hereafter owned by it, including the right to increase setback requirements and square footage requirements with respect to buildings and other structures and otherwise to increase and supplement, but not to diminish said Covenants affecting said real property except by permit given pursuant to subparagraph (a) of this Paragraph 25, and regardless of conveyance of any lot(s) subject to said Covenants."

(d) Clause VI of the Declaration of Covenants.

As to Tract 1904-1 only, Boise hereby relinquishes finally and permanently and does not vest in the Association any powers, and therefore Association shall receive no powers, under Clause VI of the Declaration of Covenants. Clause VI of the Declaration of Covenants in Tract 1904-1 reads as follows:

**"OPTION TO PURCHASE**

**1. RESERVATION.**

To preserve the value inherent in subject property and to keep a constant market therefor, Declarant reserves to itself and its successors and assigns an assignable option to purchase any lot or lots together with any improvements thereon on the same terms and conditions as may be contained in any bona fide offer that any owner thereof may receive for the purchase thereof or any bona fide offer or counter-offer that such owner may make for the sale thereof at any time or times. Declarant, its successors and assigns shall have a period of five (5) business days following 9:00 o'clock A.M. of the first business day after actual receipt by it of notice from any such owner of any such offer or counter-offer to exercise its option to purchase said lot or lots and improvements. Said notice shall specify the lot or lots affected, the terms and conditions contained in such offer or counter-offer and the names and addresses of the offeree and offeror. Declarant may exercise said option by a written notice delivered to said owner or mailed to said owner's address by certified or registered mail, postage prepaid, within said

period in which notice Declarant shall agree to purchase said property and improvements upon the same or more favorable terms and conditions. Should Declarant fail within said period so to exercise its option, then the owner of said property shall have the right to sell said property and improvements to the person making such offer or receiving such offer or counter-offer but only upon said terms and conditions and subject to each and every limitation, covenant, condition, restriction, and reservation and term herein contained. In no event shall this option be exercisable for the purpose of discrimination, against any person because of such person's race, color, creed, religion or national ancestry. This option shall terminate 21 years after the death of all issue of R. A. Watt, President of Declarant, living on the date hereof unless sooner terminated.

**2. INVALIDITY OF ASSIGNMENT - REVERTER.**

Any transfer or assignment of any lot made in violation of this Clause VI shall be void and of no force or effect. Declarant's transfer of each and all of the lots is made upon the express condition that any transfers, assignments, or conveyances of said lots shall be made in

accordance with the provisions of this Clause VI, and should any lot or lots be transferred, assigned or conveyed in violation of any provision of this Clause VI, said lot or lots shall immediately revert to Declarant, its successors and assigns who may then and there take and hold the same.

3. **TERMINATION.**

The provisions of this Clause VI may be terminated at any time by supplemental declaration executed by Declarant and recorded in the Official Record of Ventura County, California, and if so terminated, said Clause shall be inoperative as to all owners or purchasers of lots in subject property."

Boise hereby agrees to implement and Association to accept the transfer, retention, withholding and/or relinquishment of the foregoing powers, as specified in each of the foregoing subparagraphs, by those forms of Supplemental Declaration to which this Agreement is attached and in each of which it is incorporated as Exhibit "A".

4. **Non-Waiver of Rights Regarding Existing Litigation.**

Boise and members of Association (but not Association) were parties to that certain litigation known as Ted F. Flesher, et al., plaintiffs v. City of Oxnard, et al., defendants, settled by the Superior Court of the State of California for the County of Ventura as Nos. 58889, 59304 and 60530 (consolidated) (hereinafter designated the

"Litigation"). By reason of the foregoing facts Boise and Association each hereby agree for themselves and for the Current Members and any past and future members of the Architectural Review Committee, that nothing in this Agreement shall either be utilized or deemed admissible either as an admission of liability or responsibility of any kind, or as a defense to any responsibility or other liability of any kind asserted in said Litigation (none of which is admitted here); whether by way of complaint, cross-complaint or answer to any of the same, or be deemed to abridge or otherwise affect any settlement arrangements or revive any claims in the Litigation.

5. Cooperation by Boise. Boise shall, for the period of one (1) year from the Effective Date cooperate with the Association and with the Architectural Review Committee as appointed by the Association in regard to providing existing information regarding the past exercise of any functions (with the exception of any matter that may be privileged under California law). Such provision of information shall not amount to participation in any acts of the Architectural Review Committee after the Effective Date, and neither Boise, nor its corporate affiliates, nor the Current Members of the Architectural Review Committee or any past member thereof, shall have any responsibility in connection with the use of any such information or any acts performed pursuant to the receipt of the same.

6. Determination of Further Responsibilities of Boise. With the exception of those obligations specifically assumed under

"Litigation"). By reason of the foregoing facts Boise and Association each hereby agree for themselves and for the Current Members and any past and future members of the Architectural Review Committee, that nothing in this Agreement shall either be utilized or deemed admissible either as an admission of liability or responsibility of any kind, or as a defense to any responsibility or other liability of any kind asserted in said Litigation (none of which is admitted hereby) whether by way of complaint, cross-complaint or answer to any of the same, or be deemed to abridge or otherwise affect any settlement arrangements or revive any claims in the Litigation.

5. Co: eration by Boise. Boise shall, for the period of one (1) year from the Effective Date cooperate with the Association and with the Architectural Review Committee as appointed by the Association in regard to providing existing information regarding the past exercise of any functions (with the exception of any matter that may be privileged under California law). Such provision of information shall not amount to participation in any acts of the Architectural Review Committee after the Effective Date, and neither Boise, nor its corporate affiliates, nor the Current Members of the Architectural Review Committee or any past member thereof, shall have any responsibility in connection with the use of any such information or any acts performed pursuant to the receipt of the same.

6. Determination of Further Responsibilities of Boise. With the exception of those obligations specifically assumed under

this Agreement, Boise shall have no other or further obligations of any kind whatever in relation to the Association or to the Architectural Review Committee to be appointed by Association after the Effective Date, or any matters concerning the same.

7. Inurement. This Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of both Boise and the Association and, insofar as it is applicable to the same, the Current Members of the Architectural Review Committee and all past members thereof, and the Architectural Review Committee and the members thereof to be appointed by Association, provided that neither Boise, Association, such Current Members, past members, the Architectural Review Committee or any members to be appointed in the future shall become liable for any matters by reason of this Agreement as to which they are exempted or relieved from liability by any provisions of the Declaration of Covenants.

8. Implementation. Boise and the Association shall upon the execution of this Agreement, be bound to undertake and perform in good faith such acts as may be necessary to carry out the same.

9. Merger and Integration. This Agreement shall constitute the entire agreement between Boise and Association respecting the matters set forth therein. All prior negotiations are merged therein, and this Agreement shall supersede any and all prior agreements whether written or oral between the parties hereto respecting any such matters.



10. Notices. Any notice, including but not limited to any request, demand, instruction, consent, approval or other communication to be given to any party hereunder shall be in writing and shall be sent by registered or certified mail as follows:

If to Association, to:

Channel Islands Waterfront  
Homeowners' Association, Inc.

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and to:

Donald E. Landers  
Attorney at Law  
501 West Channel Island Blvd. Suite 207  
Port Hueneme, California 93041

If to Boise, to:

Rose M. Jones  
Corporate Real Estate  
Boise Cascade Corporation  
One Jefferson Square  
Boise, Idaho 83728

and to:

Boise Cascade Home & Land Corporation  
c/o J. Randolph Ayre  
Vice President, Legal Department  
Boise Cascade Corporation  
One Jefferson Square  
Boise, Idaho 83728

and to:

Robert M. Deaky  
Attorney at Law  
4 West Fourth Avenue, Suite 311  
San Mateo, California 94403

If to the Architectural Review Committee, to:

Architectural Review Committee  
c/o Channel Islands Waterfront  
Recreational Association, Inc.

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Notice shall be deemed to have been given 72 hours after deposit of the same in any United States post office box, postage prepaid, addressed as set forth above, except that notice shall not be deemed given unless and until notice in accordance with the foregoing provision shall have been given to all addressees to whom notice must be sent. The addresses and addressees for the purpose of this paragraph may be changed by giving written notice of such change in the manner provided herein for giving notice. Unless and until such letter written notice is received the last address and addressee as stated by written notice, or provided herein if no written notice of change has been sent or received, shall be deemed to continue in effect for all purposes hereunder.

Notse and Association have EXECUTED this Agreement for Assignment of Powers of Removal and Appointment with Respect to the Channel Islands (Ornard Marinas) Architectural Review Committee and For Vesting of Powers of Declarant under Certain Declarations

of Covenants and amendments and/or supplements to the same on this  
19th day of August, 1983.

BOISE CASCADE HOME & LAND CORPORATION,  
a Delaware corporation

By \_\_\_\_\_

Its \_\_\_\_\_

CHANNEL ISLANDS WATERFRONT HOMEOWNERS'  
ASSOCIATION, INC., a California non-  
profit corporation

By \_\_\_\_\_

Its \_\_\_\_\_

Approved as to form:

Ronald E. Landers, Attorney

We, the current Members of the Architectural Review Committee  
hereby consent to this Agreement solely for the purpose of effec-  
ting the provision of Section 1 and Section 2 thereof related to  
the assignment of the powers of the Architectural Review Committee  
and the resignation of the Current Members of the Committee.

\_\_\_\_\_  
Rose M. Jones, Member  
Architectural Review Committee, Tract 1904  
Channel Islands (Oxnard Marinas)

\_\_\_\_\_  
Beverly A. Arslanian, Member  
Architectural Review Committee, Tract 1904  
Channel Islands (Oxnard Marinas)

WHEN RECORDED RETURN TO:  
Zurn Engineers  
7120 Hayvenhurst Avenue  
Van Nuys, California  
Attn: Mr. Peter Paley  
Phone No. 261054-FWL

46801

BOOK 3722 PAGE 441 ✓  
RECORDED AT REQUEST OF  
TITLE INS. & TR. CO.  
AT 1:10 PM SEP 18 1970  
OFFICIAL RECORDS VENTURA COUNTY

DECLARATION OF RESTRICTIONS  
AND PROTECTIVE COVENANTS

FEE \$14.80-17

Sept 70

Mandalay Bay

Oxnard Marina Development Co., a California limited partnership, hereinafter referred to as "developer", is the owner of that real property in the County of Ventura, State of California, more particularly described in Schedule "A" attached hereto and by this reference made a part hereof, and hereinafter referred to as "Mandalay Bay". Developer intends to sell said real property, and for the benefit of it, each lot therein, or into which it may become subdivided, and for the benefit of the additionally benefited property described in Schedule "B", and for the benefit of property annexed pursuant to paragraph 2.03 hereof, developer hereby declares that Mandalay Bay is and shall be owned, conveyed, encumbered, leased, rented, used, occupied and improved subject to the following covenants and restrictions, each of which will run with the land and be binding on all parties acquiring any right, title or interest in Mandalay Bay and each of which is for the purpose of enhancing and protecting the value, desirability and attractiveness of the property therein and the other benefited real property. As used in this declaration, Mandalay Bay shall include the property described in Schedule "A" and any annexed property or properties deemed to be part thereof in the future pursuant to paragraph 2.03 hereof. As used in this declaration, the word "lot" shall mean each of the parcels of land into which said Mandalay Bay is hereafter subdivided, shown and designated as such on any recorded subdivision map.

USE OF PROPERTY

1.01 No lot shall be used for any purpose (including any business or commercial activity) other than for residential purposes except that the developer, for the purpose of selling lots, improved or otherwise, may use any lot owned by it for a model home or for a real estate office.

1.02 No lot shall be used to keep any animals except domestic household pets. *no #*

1.03 No sign or other advertising device of any nature larger than customary and reasonable dimensions no larger than two square feet in surface area shall be placed upon any lot except as provided herein. Developer may erect and maintain on any lot owned by it any signs and other advertising devices in connection with the development and sale of lots in Mandalay Bay.

1.04 No temporary building, trailer, garage, building in the course of construction or other temporary structure shall be used, temporarily or permanently, as a residence on any lot. No trailer or boat shall be kept on a lot except within an enclosed building, or pursuant to the regulations issued by the Mandalay Bay Improvement Authority.

1.05 No clothing or other household fabrics shall be hung outside on a clothesline or similar apparatus upon any lot.

1.06 No lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on

any lot, except building materials during the course of construction of an approved structure, and then only for a reasonable time. No machinery shall be placed or operated upon any lot except such machinery as is usual in maintenance of a private residence.

1.07 No cesspool or septic tank shall be installed, maintained or used upon any lot. No other sewage disposal system or device shall be installed, maintained or used upon any lot without the approval of the Health Department of Ventura County, California. No water pipe, gas pipe, sewer pipe or drainage pipe shall be installed or maintained on any lot above the surface of the ground except hoses, house roof gutters and movable pipes used for irrigation purposes and connection units for service.

1.08 No lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing water, oil or other hydrocarbons, minerals, gravel or earth.

#### IMPROVEMENT AUTHORITY

2.01 The "Mandalay Bay Improvement Authority", referred to herein as the "Improvement Authority", shall consist of one or more persons as designated herein. The word "persons" shall include not only natural individuals but also corporate and other legal entities. At the time of this declaration, developer is the sole member of the Improvement Authority. Developer may at any time, by instrument recorded in the office of the County Recorder of Ventura County and referring to this Declaration of Restrictions, designate in its stead any other person or persons as the

members of the Improvement Authority and the majority of the members of the Improvement Authority may at any given time similarly make successive substitutions. If at any time developer no longer exists and has made no substitution or if at any time the person or persons who have succeeded as members of the Improvement Authority no longer exist, the membership shall consist of the person or persons designated by the owners of the majority of the lots in Mandalay Bay by instrument recorded in the office of the County Recorder of Ventura County and referring to this Declaration of Restrictions.

2.02 Notwithstanding other provisions contained herein, the Improvement Authority may, without violation of this declaration resulting therefrom, authorize a lot owner with respect to his lot to:

1. Maintain a sign which might otherwise violate section 1.03 above for the purpose of renting or selling his lot.
2. Locate swimming pools, tennis courts and other structures within setback areas.
3. For good cause shown allow deviations from the applicable deed restrictions to avoid unnecessary hardships or expense, but no deviation shall be allowed to authorize a use not otherwise permitted pursuant to this declaration and those filed on annexed properties.

2.03 Upon compliance with the provisions of this paragraph, the owners of real property contiguous to Mandalay Bay, as it may from time to time be constituted, may by

recorded declaration impose upon such contiguous property the restrictions hereby declared, and such contiguous property will thereupon be deemed to be part and parcel of Mandalay Bay for all purposes hereunder. Said declaration shall include Mandalay Bay, as then constituted, as part of the property for the benefit of which the covenants and restrictions therein are declared, and shall be in form and substance as submitted to and accepted by the Improvement Authority hereunder. Acceptance may be withheld by the Improvement Authority on the basis of previous development of such contiguous property inconsistent with the development or proposed development of Mandalay Bay.

SETBACK, DESIGN AND CONSTRUCTION OF BUILDINGS  
AND IMPROVEMENTS

3.01 "Structure" means any thing or device (other than trees, shrubbery and landscaping) the placement of which upon any lot might affect the architectural appearance of such lot, including by way of illustration and not limitation any building, garage, porch, shed, greenhouse or lathhouse, coop or cage, covered patio, swimming pool, wharfage facility, dock, deck, wharf, float, slip, raft, pier, landing, clothesline, free-standing mailbox, fence, wall or hedge more than two (2) feet in height, signboard or any temporary or permanent living quarters including any house trailer. "Structure" shall also mean any excavation or fill, the volume of which exceeds five (5) cubic yards or any excavation, fill ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters upon or across any lot, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel upon or across any lot.



3.02 Except as provided in 3.04, no structure may be erected or maintained on any lot or lots except one single family dwelling house, together with such other structures, detached or attached, as are approved in writing by the Improvement Authority. Any outbuilding shall conform in appearance with said dwelling house and no such outbuilding or other structure may be erected prior to the erection of such dwelling house.

3.03 No grade, ground level or drainage pattern of any lot shall be materially altered or changed in any manner without first obtaining the prior written consent and approval of the Improvement Authority.

3.04 Two contiguous lots commonly owned may be treated by the owner as one lot with no setback line on either side of the boundary common to both lots.

3.05 No facilities, including poles and wires, for the transmission of electricity, telephone messages and television or radio, except as specifically provided herein, and the like shall be placed or maintained above the surface of the ground of any lot. No outside television or radio pole or antenna shall be constructed, erected or maintained on any building or on any lot located in such a manner as to be visible from the outside of any such building except by and with the prior written consent of the Improvement Authority.

3.06 No structure shall be erected, placed, moved onto or permitted to remain upon any lot or easement appurtenant thereto, nor shall any existing structure be permitted to

remain upon any lot or easement appurtenant thereto, nor shall any existing structure upon any lot or easement appurtenant thereto be altered in any way which changes the exterior appearance thereof except in accordance with the complete plans therefor previously submitted to, and approved in writing by, the Improvement Authority. The minimum scale of the plans shall be 1/4" equals 1'. A plot plan in said minimum scale shall show the location of all buildings, drives, walks, fences, existing houses and other structures on all sides of the lot. Existing and proposed contours throughout the lot, abutting lots and abutting street elevations on all sides shall be shown. Structure plans shall show all exterior elevations, indicate and locate on each elevation the materials to be used and designate each exterior color to be used by means of actual color samples.

The owner shall, prior to the submission of said complete plans and specifications as provided above, submit to the Improvement Authority preliminary or tentative plans and specifications, including preliminary plot plan, which shall clearly and completely show and set forth the essential features and intent of the construction subject to the preparations, submission and approval of the final building plans, plot plan and specifications as provided herein. Prior to the approval of the final building plans, landscaping plans, in the minimum scale of 1/4" equals 1', shall be submitted for approval showing the type and size of all existing and proposed landscaping.

The owner shall complete, or cause to have completed, the landscaping of his lot within three months

immediately following the completion of the building construction of his primary structure. If the owner fails to have the landscaping completed within this three-month period, developer may enter upon the owner's lot and complete the landscaping in accordance with the approved landscaping plans on file with the Improvement Authority. No such entry shall be deemed a trespass and developer shall not be subject to any liability therefor. The costs of such work shall be billed to and paid by the owner of the lot, and shall, if unpaid forthwith upon billing, bear interest at the legal rate. A reasonable attorney's fee may be awarded by the court in any action brought to collect such costs.

All requests for preliminary approval shall be accompanied by a fee of \$200.00 and two complete sets of preliminary plans for which approval is requested. Two complete sets of final plans will be required for final approval, although no additional fee will be required upon the submission of the final plans. So long as developer is a member of the Improvement Authority developer shall be exempt from the requirement of this section 3.06.

3.07 If a plan is not disapproved by the Improvement Authority within sixty (60) days after its submission, it shall be deemed the equivalent of written approval. The Improvement Authority shall retain for its permanent records a copy of each approved plan. Unless the time is extended in writing by the Improvement Authority, failure to complete all work excluding interior finishing under a plan within one year from the date of approval of the plan shall constitute an automatic revocation of the approval. After such

automatic revocation of approval, the structure being constructed or altered shall not then or thereafter be occupied or permitted to remain on any lot for a period longer than three (3) months.

3.08 The Improvement Authority, through its agent, may at any reasonable time or times enter upon and inspect any lot and its appurtenant easements for the purpose of ascertaining whether the maintenance thereof and the maintenance, construction or alteration of structures thereon are in compliance with the provisions hereof. Neither the Improvement Authority nor such agent shall be deemed to have committed a trespass or wrongful act by reason of such entry or inspection.

3.09 The Improvement Authority shall establish, and communicate to lot owners, rules, regulations and procedures for the use of property or portions thereof burdened by this declaration in association with or conjunction with any waterway dedicated for public use as a marina or related uses. Such rules, regulations and procedures shall be limited in scope to the proper design, maintenance, appearance and construction of structures the primary purpose of which is to provide access to or to be used in conjunction with such waterways, and to the maintenance, wharfage and operation of boats or other water craft on such waterways. Such rules, regulations and procedures shall be deemed to be supplemental to, and shall be interpreted to be consistent with, the exercise of the police power of the public entity having jurisdiction over any portion dedicated to a public use, and to the extent that

any such rule, regulation or procedure is inconsistent therewith, it shall be void.

#### WEED REMOVAL

4.01 Developer may at any time enter upon any lot that is vacant and unplanted for the purpose of cutting, plowing under, burning or otherwise removing weeds, dead trees or dead plants and removing or disposing of rubbish or litter. No such entry shall be deemed a trespass and developer shall not be subject to any liability therefor. The costs of such work shall be billed to and paid by the owner of the lot, and shall, if unpaid forthwith upon billing, bear interest at the legal rate. A reasonable attorney's fee may be awarded by the court in any action brought to collect such costs.

#### CONSTRUCTION AND ENFORCEMENT

5.01 No restriction herein is intended to be, or shall be construed as, a condition subsequent.

5.02 The determination by a court that any restriction is void shall not affect the validity of any other restriction.

5.03 Damages shall not be deemed adequate compensation for any breach or violation of a restriction. ✓

5.04 Any party to a proceeding who succeeds in enforcing a restriction or enjoining the violation of a restriction against a lot owner may be awarded a reasonable attorney's fee against the lot owner. ✓

5.05 Upon any violation or breach of any restriction,

developer may enter upon any lot where such violation exists and summarily abate and remove any thing or condition that may be or exist thereon contrary to the provisions hereof. Developer shall not thereby be deemed to have trespassed upon such lot and shall be subject to no liability to the owner or occupant of such lot for such entry, abatement or removal.

5.06 Every person acquiring a lot from developer or a subsequent grantee covenants to observe, perform and be bound by this Declaration of Restrictions.

5.07 Waiver of a restriction as to any lot or failure to enforce it shall not waive other restrictions as to that lot or any restrictions as to any other lot.

5.08 No violation of any restriction shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, but any purchaser at any trustee's, mortgagee's or foreclosure sale shall be bound by the restrictions.

5.09 At such date after January 1, 2010, as the record owners of a majority of the lots determine, such record owners may record in the office of the County Recorder of Ventura County a document declaring that all or certain of these restrictions are terminated and the restrictions so designated shall terminate.

EXECUTED as of Sept. 17, 1970.

OXNARD MARINA DEVELOPMENT CO.  
By: ZURN INDUSTRIES

By Bullington

By Martin Greene

STATE OF CALIFORNIA }  
COUNTY OF LOS ANGELES } ss.

On September 17, 1970, before me, the undersigned, a notary public in and for said state, personally appeared B. W. Greenwald, known to me to be the vice President and Melton Greene, known to me to be the Asst. Secretary of Zurn Industries, the general partner of the limited partnership that executed the within instrument, and acknowledged to me that such limited partnership executed the same.

WITNESS my hand and official seal.

Betty A. Tomlinson  
Notary Public in and for said  
County and State



BETTY A. TOMLINSON - Notary Public-Cal.  
COM. EXP. MAR. 12, 1971 - LOS ANGELES CO.  
8155 Van Nuys Blvd., Suite 940, Panorama City, Ca.

SCHEDULE "A"  
(Mandalay Bay)

Lots 1 through 284, inclusively, of Tract  
No. 2026-1 in the City of Oxnard, County  
of Ventura, State of California, as per map  
thereof recorded at Book 55, page 79 of Maps  
in the office of the County Recorder of said  
county; together with all wharfage area  
easements appurtenant to said lots, as each  
said easement is designated in said map by  
its respective lot number followed by an "E".



SCHEDULE "B"

(Additionally Benefited Property)

PARCEL 1:

Those portions of Lots 47 and 50 of the Patterson Ranch, in the City of Oxnard, County of Ventura, State of California, according to the map recorded in Book 8, page 1 of Maps, in the office of the County Recorder of said county, described as a whole as follows:

Commencing at a point in the southwesterly line of the 6th course in Parcel 1 of the land described in the deed to Southern California Edison Company recorded December 22, 1958, as Document No. 56060 in Book 1685, page 540 of Official Records in said office of the County Recorder, distant along said southwesterly line North 25° 51' 26" West 426.24 feet from the southeasterly terminus thereof; thence, South 61° 01' 27" West 504.91 feet; thence, South 28° 58' 33" East 570.36 feet; thence, South 0° 00' 39" West 262.99 feet to the beginning of a nontangent curve concave southerly having a radius of 50 feet; a radial line of said curve bears North 18° 40' 26" East; thence, westerly along said curve through a central angle of 18° 39' 47" an arc distance of 16.29 feet; thence along a radial of said curve and prolongation thereof, South 0° 00' 39" West 252.00 feet; thence at right angles, North 89° 59' 21" West 4.00 feet; thence at right angles, South 0° 00' 39" West 365.00 feet to the beginning of a tangent curve concave northwesterly having a radius of 200 feet; thence, Southerly and southwesterly along said curve through a central angle of 65° 12' 25" an arc distance of 227.62 feet; thence tangent to said curve, South 65° 13' 04" West 33.83 feet to the intersection with a curve in the northeasterly line of the land described in the deed to the County of Ventura, recorded May 20, 1959, as Document No. 19387 in Book 1736, page 144 of Official Records, said curve being concave northeasterly and having a radius of 520 feet, a radial line of said curve bears South 46° 59' 36" West; thence along said northeasterly line to and along the northeasterly line of Harbor Boulevard, as described in the deed to Ventura County recorded August 8, 1927, in Book 152, page 113 of Official Records, by the following two courses, northwesterly along said curve through a central angle of 18° 13' 28" an arc distance of 165.40 feet; thence tangent to said curve, North 24° 46' 56" West 331.70 feet to the true point of beginning; thence at right angles,

1st: - North 65° 13' 04" East 82.83 feet to the beginning of a nontangent curve concave northerly having a radius of 15.00 feet; a radial line of said curve to said point bears South 45° 44' 32" West; thence,

2nd: - Southeasterly, easterly and northeasterly along said curve through a central angle of 70° 31' 28" an arc distance of 18.46 feet; thence tangent to said curve,

3rd: - North  $65^{\circ} 13' 04''$  East 91.38 feet to the beginning of a tangent curve concave southeasterly having a radius of 380.00 feet; thence,

4th: - Northeasterly and easterly along said curve through a central angle of  $24^{\circ} 47' 35''$  an arc distance of 164.43 feet; thence tangent to said curve,

5th: - South  $89^{\circ} 59' 21''$  East 2.24 feet to the beginning of a tangent curve concave northwesterly having a radius of 15.00 feet; thence,

6th: - Easterly, northeasterly and northerly along said curve through a central angle of  $90^{\circ} 00' 00''$  an arc distance of 23.56 feet; thence tangent to said curve,

7th: - North  $0^{\circ} 00' 39''$  East 214.18 feet to the beginning of a tangent curve concave southwesterly having a radius of 32.00 feet; thence,

8th: - Northerly, northwesterly, westerly and southwesterly along said curve through a central angle of  $112^{\circ} 48' 03''$  an arc distance of 63.00 feet; thence tangent to said curve,

9th: - South  $67^{\circ} 12' 36''$  West 1.70 feet; thence at right angles,

10th: - North  $22^{\circ} 47' 24''$  West 44.00 feet; thence at right angles,

11th: - North  $67^{\circ} 12' 36''$  East 96.55 feet; thence,

12th: - North  $0^{\circ} 00' 39''$  East 100.00 feet; thence,

13th: - North  $4^{\circ} 12' 34''$  West 129.84 feet; thence,

14th: - North  $73^{\circ} 07' 08''$  East 6.02 feet; thence,

15th: - North  $28^{\circ} 58' 33''$  West 100.56 feet to the beginning of a nontangent curve concave southeasterly having a radius of 100.00 feet; thence,

16th: - Southwesterly along said curve through a central angle of  $6^{\circ} 00' 57''$  an arc distance of 10.50 feet; thence tangent to said curve,

17th: - South  $73^{\circ} 07' 08''$  West 65.87 feet; thence at right angles,

18th: - North  $16^{\circ} 52' 52''$  West 44.00 feet; thence at right angles,

19th: - North  $73^{\circ} 07' 08''$  East 0.86 feet to the beginning of a tangent curve concave northwesterly having a radius of 32.00 feet; thence,

20th: - Northeasterly, northerly and northwesterly along said curve through a central angle of  $102^{\circ} 05' 41''$  an arc distance of 57.02 feet; thence tangent to said curve,

21st: - North  $28^{\circ} 58' 33''$  West 306.85 feet to the beginning of a tangent curve concave southerly having a radius of 15.00 feet; thence,

22nd: - Northwesterly, westerly and southwesterly along said curve through a central angle of  $90^{\circ} 00' 00''$  an arc distance of 23.56 feet; thence tangent to said curve,

23rd: - South  $61^{\circ} 01' 27''$  West 544.50 feet to the northeasterly line of said Harbor Boulevard, 80 feet wide; thence along said northeasterly line,

24th: - South  $24^{\circ} 46' 56''$  East 921.20 feet to the true point of beginning.

PARCEL II:

That portion of Lots 51, 52, 66 and 67 of the Patterson Ranch in the City of Oxnard, County of Ventura, State of California, as per map recorded in Book 8, page 1 of Maps in the office of the County Recorder of said county described as follows:

Beginning at the southeasterly terminus of the northeasterly line of the fifth course described in the deed to Southern California Edison Company recorded December 22, 1958, as Document No. 56060 in Book 1685, page 540 of Official Records; thence along the southeasterly prolongation of said northeasterly line,

1st: - South  $28^{\circ} 58' 33''$  East 447.64 feet; thence at right angles,

2nd: - North  $61^{\circ} 01' 27''$  East 139.97 feet; thence at right angles,

3rd: - South  $28^{\circ} 58' 33''$  East 114.45 feet to the beginning of a nontangent curve concave southeasterly and having a radius of 84.00 feet, a radial line to said point bears North  $63^{\circ} 04' 52''$  West; thence,

4th: - Northeasterly along said curve through a central angle of  $34^{\circ} 06' 19''$  an arc distance of 50.00 feet; thence tangent to said curve,

5th: - North  $61^{\circ} 01' 27''$  East 5.63 feet to the beginning of a tangent curve concave southeasterly and having a radius of 544.07 feet; thence,

6th: - Northeasterly and easterly along said curve through a central angle of  $29^{\circ} 00' 15''$  an arc distance of 275.42 feet; thence tangent to said curve,

7th: - South  $89^{\circ} 58' 18''$  East 195.50 feet to the beginning of a tangent curve concave northerly and having a radius of 401.00 feet; thence,

8th: - Easterly along said curve through a central angle of  $5^{\circ} 43' 30''$  an arc distance of 41.03 feet to the beginning

of a reverse curve concave southerly and having a radius of 401.00 feet; thence,

9th: - Easterly along said curve through a central angle of  $5^{\circ} 43' 30''$  an arc distance of 41.03 feet; thence along a radial to said last mentioned curve,

10th: - South  $0^{\circ} 01' 42''$  West 30.00 feet to the south-westerly corner of said Lot 66; thence along the southerly line of said Lot 66,

11th: - South  $89^{\circ} 58' 18''$  East 1280.00 feet to the westerly line of Victoria Avenue formerly West Road, 40.00 feet wide, as shown on said map; thence along said westerly line,

12th: - North  $0^{\circ} 00' 09''$  East 470.00 feet; thence,

13th: - North  $89^{\circ} 58' 18''$  West 1716.00 feet; thence,

14th: - South  $61^{\circ} 01' 27''$  West 79.18 feet; thence at right angles,

15th: - North  $28^{\circ} 58' 33''$  West 149.53 feet; thence at right angles,

16th: - South  $61^{\circ} 01' 27''$  West 152.00 feet to the point of beginning.

EXCEPT that portion conveyed to Southern California Edison Company by deed recorded May 22, 1963, as Document No. 28512 in Book 2326, page 123 of Official Records.

PARCEL III:

Those portions of Lots 50, 51, 67 and 68 of the Patterson Ranch, in the County of Ventura, State of California, according to the map recorded in Book 8, page 1 of Maps, in the office of the County Recorder of said county, described as a whole as follows:

Beginning at a point in the southwesterly line of the 6th course recited as "South  $24^{\circ} 39' 49''$  East 615.87 feet" in Parcel 1 of the land described in the deed to Southern California Edison Company recorded December 22, 1958, as Document No. 56060 in Book 1685, page 540 of Official Records, distant along said southwesterly line North  $25^{\circ} 51' 26''$  West 426.24 feet from the southeasterly terminus thereof; thence,

1st: - South  $61^{\circ} 01' 27''$  West 504.91 feet; thence,

2nd: - North  $28^{\circ} 58' 33''$  West 930.00 feet; thence,

3rd: - North  $61^{\circ} 01' 27''$  East 515.00 feet to the southwesterly line of the land described in said Parcel 1; thence along said southwesterly line by the following two courses:

4th: - South  $28^{\circ} 58' 33''$  East 744.72 feet to an angle point; thence,

5th: - South  $25^{\circ} 51' 26''$  East 185.55 feet to the point of beginning.

After recording mail to:  
Zurn Engineers  
7120 Mayvenhurst Avenue  
Van Nuys, Ca. 91406  
Attn: Milt Greene

13347 3794 302

RECORDED AT REQUEST OF  
FILE NO. 6 12. CO.  
AT 1 10 PM, MAR 8 AM  
OFFICIAL RECORDS VENTURA COUNTY  
MAR 18 1971 '71

FIRST AMENDMENT

FEE \$4.40 4

TO  
DECLARATION OF RESTRICTIONS  
AND PROTECTIVE COVENANTS

(Mandalay Bay)

Oxnard Marine Development Co., a California limited partnership, developer under and declarant of that certain DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS executed as of September 17, 1970, and recorded as Instrument No. 46801 at Book 372, page 441, on September 18, 1970, in the Official Records of Ventura County, developer being as of this date the owner of "Mandalay Bay" as therein described, hereby amends said DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS by adding thereto the following new section 3.10:

"3.10 Certain of the lots in Mandalay Bay shall be conveyed with easements over adjacent property or subject to easements for the benefit of adjacent property, or both, all such easements generally for patio purposes, the specific rights and duties pertaining to which are set out below. Said easements may be granted or reserved by reference to this section. The fee owner shall place no structures or other improvements on, in or over the easement excepting the following:

- (a) Overhanging eaves forming a part of the roof on a structure on the remainder of the fee owner's property and not interfering

*1st draft*  
*Certain*  
*Conveyance*  
*2 adjacent*  
*lots*

with patio use of the easement area.

(b) An exterior chimney attached to and forming a part of the fee owner's improvement on the portion of his property not encumbered by the easement.

The fee owner shall not include in any structure on his lot a window in any wall fronting the easement area or facing it and lying within six feet (6') of any boundary line of the easement. The easement owner shall have the right to improve the easement area to patio use by surfacing, landscaping, providing utilities and generally constructing improvements, subject to the other provisions of this declaration, associated with patio use, including improvements of the ingress and egress from and over such easement to the dominant tenement. No such improvement shall abut or be attached to the wall or building standing on the remaining portion of a servient tenement. The owner of the servient tenement shall have the right to enter upon the easement area at reasonable times for purposes of maintaining any structure on the servient tenement including any wall or fence at its property line. The easement owner shall have exclusive use of the surface subject to the servient tenement's maintenance easement and subject to the rights of any public utility easement holders, if any."

Said declaration is further amended by adding thereto the following new paragraph 3.11:

"3.11 An owner shall not alter or remove any improvement in, on or to an easement appurtenant to his lot or do any

act adversely affecting common use, where applicable, in either of the following situations:

(a) Where one or more adjacent lot owners have beneficial rights of use or enjoyment of the improvement, whether by reciprocal easement, license or rule adopted by the Improvement Authority under section 3.09 above, or

(b) Where an improvement on a particular lot or easement area or both is part of a larger structure common to more than one easement, lot or a combination thereof, except with the written consent of any adversely affected common user or beneficial owner and with the written consent of the Improvement Authority. An owner shall maintain his portion of any common easement improvement for the benefit of the common user or beneficial owner and in accordance with the rules and regulations adopted by the Improvement Authority under section 3.09."

Except as expressly amended herein, said DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS is hereby confirmed and ratified.

EXECUTED as of MARCH 10, 1971.

OSCAR MARINA DEVELOPMENT CO.  
By: EURN INDUSTRIES

By Milton Greene  
By Paul Raymond

STATE OF CALIFORNIA }  
COUNTY OF Los Angeles } ss.

On March 1, 1971, before me, the undersigned, a notary public in and for said state, personally appeared Milton Green, known to me to be the Assistant Secretary and B. W. Haywood, known to me to be the Vice President of Eura Industries, the general partner of the limited partnership that executed the within instrument, and acknowledged to me that such limited partnership executed the same.

WITNESS my hand and official seal.



Betty A. Tomlinson  
Notary Public in and for said  
County and State.

BETTY A. TOMLINSON - Notary Public - Cal.  
CONS. EXP. MAR. 12, 1977 - LOS ANGELES CO.  
6255 Van Nuys Blvd., Suite 943, Panorama City, Ca.



FILED-RECORDED RETURN TO:  
Data Industries  
7120 Bayviewhurst Avenue  
San Diego, California  
ATTN: Mr. E. W. Greyneid  
Order No. 271A39-FUL

NOV 3890 352

73-114

RECORDED AT REQUEST OF  
THE DIST. & T. CL.  
AT 71 JUNE 1971  
NOV 20 1971

Nov 71

DECLARATION OF RESTRICTIONS  
AND PROTECTIVE COVENANTS

Mandalay Bay Tract 2026-2

FILE 142-17

Oxnard Marina Development Co., a California limited partnership, hereinafter referred to as "developer", is the owner of that real property in the County of Ventura, State of California, more particularly described in Schedule "A" attached hereto and by this reference made a part hereof, and hereinafter referred to as "Mandalay Bay". Developer intends to sell said real property, and for the benefit of it, each lot therein, or into which it may become subdivided, and for the benefit of the additionally benefited property described in Schedule "B", and for the benefit of property annexed pursuant to paragraph 2.03 hereof, developer hereby declares that Mandalay Bay is and shall be owned, conveyed, encumbered, leased, rented, used, occupied and improved subject to the following covenants and restrictions, each of which will run with the land and be binding on all parties acquiring any right, title or interest in Mandalay Bay and each of which is for the purpose of enhancing and protecting the value, desirability and attractiveness of the property therein and the other benefited real property. As used in this declaration, Mandalay Bay shall include the property described in Schedule "A" and any annexed property or properties deemed to be part thereof in the future pursuant to paragraph 2.03 hereof. As used in this declaration, the word "lot" shall mean each of the parcels of land into which said Mandalay Bay is hereafter subdivided, shown and designated as such on any recorded subdivision map.

USE OF PROPERTY

1.01 No lot shall be used for any purpose (including any business or commercial activity) other than for residential purposes except that the developer, for the purpose of selling lots, or moved or otherwise, may use any lot owned by it for a model home or for a real estate office.

1.02 No lot shall be used to keep any animals except domestic household pets.

1.03 No sign or other advertising device of any nature larger than customary and reasonable dimensions no larger than two square feet in surface area shall be placed upon any lot except as provided herein. Developer may erect and maintain on any lot owned by it any signs and other advertising devices in connection with the development and sale of lots in Mandalay Bay.

1.04 No temporary building, trailer, garage, building in the course of construction or other temporary structure shall be used, temporarily or permanently, as a residence on any lot. No trailer or boat shall be kept on a lot except within an enclosed building, or pursuant to the regulations issued by the Mandalay Bay Improvement Authority.

1.05 No clothing or other household fabrics shall be hung outside on a clothesline or similar apparatus upon any lot.

1.06 No lumber, metals, bulk materials, or other trash shall be kept, stored or allowed to accumulate on

any lot, except building materials during the course of construction of an approved structure, and then only for a reasonable time. No machinery shall be placed or operated upon any lot except such machinery as is usual in maintenance of a private residence.

1.07 No cesspool or septic tank shall be installed, maintained or used upon any lot. No other sewage disposal system or device shall be installed, maintained or used upon any lot without the approval of the Health Department of Ventura County, California. No water pipe, gas pipe, sewer pipe or drainage pipe shall be installed or maintained on any lot above the surface of the ground except hoses, house roof gutters and movable pipes used for irrigation purposes and connection units for service.

1.08 No lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing water, oil or other hydrocarbons, minerals, gravel or earth.

IMPROVEMENT AUTHORITY

2.01 The "Mandalay Bay Improvement Authority", referred to herein as the "Improvement Authority", shall consist of one or more persons as designated herein. The word "persons" shall include not only natural individuals but also corporate and other legal entities. At the time of this declaration, developer is the sole member of the Improvement Authority. Developer may at any time, by instrument recorded in the office of the County Recorder of Ventura County and referring to this Declaration of Restrictions, designate in its stead any other person or persons as the

members of the Improvement Authority and the majority of the members of the Improvement Authority may at any given time similarly make successive substitutions. If at any time developer no longer exists and has made no substitution or if at any time the person or persons who have succeeded as members of the Improvement Authority no longer exist, the membership shall consist of the person or persons designated by the owners of the majority of the lots in Mandalay Bay by instrument recorded in the office of the County Recorder of Ventura County and referring to this Declaration of Restrictions.

2.02 Notwithstanding other provisions contained herein, the Improvement Authority may, without violation of this declaration resulting therefrom, authorize a lot owner with respect to his lot:

1. Maintain a sign which might otherwise violate section 1.03 above for the purpose of renting or selling his lot.
2. Locate swimming pools, tennis courts and other structures within setback areas.
3. For good cause shown allow deviations from the applicable deed restrictions to avoid unnecessary hardships or expense, but no deviation shall be allowed to authorize a use not otherwise permitted pursuant to this declaration and those filed on annexed properties.

2.03 That certain declaration of restrictions and protective covenants (Mandalay Bay) declared by developer on September 17, 1970, with respect to Tract 2026-1 in the City of Oxnard, County

of Ventura, California, recorded at Book 3722, page 441, on September 18, 1970, provided for annexation of contiguous property by means of the imposition of substantially the same restrictions thereby declared and by acceptance by the Improvement Authority therein established. It is the intent of the present declaration to comply with such annexation requirements, and by its co-signature hereto, the Improvement Authority thereunder established hereby confirms its acceptance of Tract 2026-2, as more particularly described in Schedule "A" attached hereto, as part and parcel of Mandalay Bay for all purposes under said prior declaration of restrictions and protective covenants. Authority for future annexation is ratified as though section 2.03 of said prior declaration were set out in full herein.

SETBACK, DESIGN AND CONSTRUCTION OF BUILDINGS  
AND IMPROVEMENTS

3.01 "Structure" means any thing or device (other than trees, shrubbery and landscaping) the placement of which upon any lot might affect the architectural appearance of such lot, including by way of illustration and not limitation any building, garage, porch, shed, greenhouse or lathhouse, coop or cage, covered patio, swimming pool, wharfage facility, dock, deck, wharf, float, slip, raft, pier, landing, clothesline, free-standing mailbox, fence, wall or hedge more than two (2) feet in height, signboard or any temporary or permanent living quarters including any house trailer. "Structure" shall also mean any excavation or fill, the volume of which exceeds five (5) cubic yards or any excavation, fill ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters upon or across any lot, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel upon or across any lot.

3.02 Except as provided in 3.04, no structure may be erected or maintained on any lot or lots except one single family dwelling house, together with such other structures, detached or attached, as are approved in writing by the Improvement Authority. Any outbuilding shall conform in appearance with said dwelling house and no such outbuilding or other structure may be erected prior to the erection of such dwelling house.

3.03 No grade, ground level or drainage pattern of any lot shall be materially altered or changed in any manner without first obtaining the prior written consent and approval of the Improvement Authority.

3.04 Not applicable.

3.05 No facilities, including poles and wires, for the transmission of electricity, telephone messages and television or radio, except as specifically provided herein, and the like shall be placed or maintained above the surface of the ground of any lot. No outside television or radio pole or antenna shall be constructed, erected or maintained on any building or on any lot located in such a manner as to be visible from the outside of any such building except by and with the prior written consent of the Improvement Authority.

3.06 No structure shall be erected, placed, moved onto or permitted to remain upon any lot or easement appurtenant thereto, nor shall any existing structure be permitted to

remain upon any lot or easement appurtenant thereto, nor shall any existing structure upon any lot or easement appurtenant thereto be altered in any way which changes the exterior appearance thereof except in accordance with the complete plans therefor previously submitted to, and approved in writing by, the Improvement Authority. The minimum scale of the plans shall be 1/4" equals 1'. A plot plan in said minimum scale shall show the location of all buildings, drives, walks, fences, existing houses and other structures on all sides of the lot. Existing and proposed contours throughout the lot, abutting lots and abutting street elevations on all sides shall be shown. Structure plans shall show all exterior elevations, indicate and locate on each elevation the materials to be used and designate each exterior color to be used by means of actual color samples.

The owner shall, prior to the submission of said complete plans and specifications as provided above, submit to the Improvement Authority preliminary or tentative plans and specifications, including preliminary plot plan, which shall clearly and completely show and set forth the essential features and intent of the construction subject to the preparations, submission and approval of the final building plans, plot plan and specifications as provided herein. Prior to the approval of the final building plans, landscaping plans, in the minimum scale of 1/4" equals 1', shall be submitted for approval showing the type and size of all existing and proposed landscaping.

The owner shall submit a color photograph of the plot plan.

immediately following the completion of the building construction of his primary structure. If the owner fails to have the landscaping completed within this three-month period, developer may enter upon the owner's lot and complete the landscaping in accordance with the approved landscaping plans on file with the Improvement Authority. No such entry shall be deemed a trespass and developer shall not be subject to any liability therefor. The costs of such work shall be billed to and paid by the owner of the lot, and shall, if unpaid forthwith upon billing, bear interest at the legal rate. A reasonable attorney's fee may be awarded by the court in any action brought to collect such costs.

All requests for preliminary approval shall be accompanied by a fee of \$200.00 and two complete sets of preliminary plans for which approval is requested. Two complete sets of final plans will be required for final approval, although no additional fee will be required upon the submission of the final plans. So long as developer is a member of the Improvement Authority developer shall be exempt from the requirement of this section 3.06.

3.07 If a plan is not disapproved by the Improvement Authority within sixty (60) days after its submission, it shall be deemed the written approval. The Improvement Authority shall retain for its permanent records a copy of each approved plan. Unless the time is extended in writing by the Improvement Authority, failure to complete all work excluding interior finishing under a plan within one year from the date of approval of the plan shall constitute an automatic revocation of the approval. After such



automatic revocation of approval, the structure being constructed or altered shall not then or thereafter be occupied or permitted to remain on any lot for a period longer than three (3) months.

3.08 The Improvement Authority, through its agent, may at any reasonable time or times enter upon and inspect any lot and its appurtenant easements for the purpose of ascertaining whether the maintenance thereof and the maintenance, construction or alteration of structures thereon are in compliance with the provisions hereof. Neither the Improvement Authority nor such agent shall be deemed to have committed a trespass or wrongful act by reason of such entry or inspection.

3.09 The Improvement Authority shall establish, and communicate to lot owners rules, regulations and procedures for the use of property or portions thereof burdened by this declaration in association with or conjunction with any waterway dedicated for public use as a marina or related uses. Such rules, regulations and procedures shall be limited in scope to the proper design, maintenance, appearance and construction of structures the primary purpose of which is to provide access to or to be used in conjunction with such waterways, and to the maintenance, wharfage and operation of boats or other water craft on such waterways. Such rules, regulations and procedures shall be deemed to be supplemental to, and shall be interpreted to be consistent with, the exercise of the police power of the public entity having jurisdiction over any portion dedicated to a public use, and to the extent that

any such rule, regulation or procedure is inconsistent therewith, it shall be void.

3.10 Not applicable.

3.11 An owner shall not alter or remove any improvement in, on or to an easement appurtenant to his lot or do any act adversely affecting common use, where applicable, in either of the following situations:

(a) Where one or more adjacent lot owners have beneficial rights of use or enjoyment of the improvement, whether by reciprocal easement, license or rule adopted by the Improvement Authority under section 3.09 above, or

(b) Where an improvement on a particular lot or easement area or both is part of a larger structure common to more than one easement, lot or a combination thereof,

except with the written consent of any adversely affected common user or beneficial owner and with the written consent of the Improvement Authority. An owner shall maintain his portion of any common easement improvement for the benefit of the common user or beneficial owner and in accordance with the rules and regulations adopted by the Improvement Authority under section 3.09.

WEED REMOVAL

4.01 Developer may at any time enter upon any lot that is vacant and unplanted for the purpose of cutting, plowing under, burning or otherwise removing weeds, dead trees or dead plants and removing or disposing of rubbish or litter. No such entry shall be deemed a trespass and developer shall not be subject to any liability therefor. The costs of such work shall be billed to and paid by the owner of the lot, and shall, if unpaid forthwith upon billing, bear interest at the legal rate. A reasonable attorney's fee may be awarded by the court in any action brought to collect such costs.

CONSTRUCTION AND ENFORCEMENT

- 5.01 No restriction herein is intended to be, or shall be construed as, a condition subsequent.
- 5.02 The determination by a court that any restriction is void shall not affect the validity of any other restriction.
- 5.03 Damages shall not be deemed adequate compensation for any breach or violation of a restriction.
- 5.04 Any party to a proceeding who succeeds in enforcing a restriction or enjoining the violation of a restriction against a lot owner may be awarded a reasonable attorney's fee against the lot owner.
- 5.05 Upon any violation or breach of any restriction,

developer may enter upon any lot where such violation exists and summarily abate and remove any thing or condition that may be or exist thereon contrary to the provisions hereof. Developer shall not thereby be deemed to have trespassed upon such lot and shall be subject to no liability to the owner or occupant of such lot for such entry, abatement or removal.

5.06 Every person acquiring a lot from developer or a subsequent grantee covenants to observe, perform and be bound by this Declaration of Restrictions.

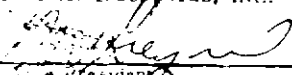
5.07 Waiver of a restriction as to any lot or failure to enforce it shall not waive other restrictions as to that lot or any restrictions as to any other lot.


5.08 No violation of any restriction shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, but any purchaser at any trustee's, mortgagee's or foreclosure sale shall be bound by the restrictions.

5.09 At such date after January 1, 2010, as the record owners of a majority of the lots determine, such record owners may record in the office of the County Recorder of Ventura County a document declaring that all or certain of these restrictions are terminated and the restrictions so designated shall terminate.

EXECUTED as of September 30, 1971

ONIARD MARINA DEVELOPMENT CO.  
By: ZENUS INDUSTRIES, INC.

By:   
President

By:   
Secretary

3890 364

STATE OF CALIFORNIA }  
COUNTY OF LOS ANGELES } ss.

On September 30, 1971, before me, the undersigned, a notary public in and for said state, personally appeared B. G. Greymail, known to me to be the Vice President (and E. F. Crowell, known to me to be the Asst. Sec. of Zurn Industries, the general partner of the limited partnership that executed the within instrument, and acknowledged to me that such limited partnership executed the same.

WITNESS my hand and official seal.



Lillian Beatty  
Notary Public in and for said  
County and State

ACCEPTED FOR ANNEXATION:

MANDALAY BAY, Improvement Authority

By OXNARD MARINA DEVELOPMENT CO.  
By ZURN INDUSTRIES, INC.

By [Signature]  
Vice President  
By [Signature]  
Asst. Secretary

FORM 3890 REV 365

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

ss.

On September 30, 1971, 1971, before me, the undersigned, a notary public in and for said state, personally appeared Bill Grayfold, known to me to be the Vice President and E. F. Caswell, known to me to be the Asst. Secretary of Earm Industries, Inc., the general partner of the limited partnership that executed the within instrument, and acknowledged to me that such limited partnership executed the same.

WITNESS my hand and official seal.



Lillian Beatty  
Notary Public in and for said  
County and State

SCHEDULE "A"

(Mandalay Bay)

Lots 1 through 58, inclusively, of Tract  
No. 2026-2 in the City of Oxnard, County  
of Ventura, State of California, as per map  
thereof recorded at Book 58, pages 80-82 of Maps  
in the office of the County Recorder of said  
county: together with all wharfage area  
easements appurtenant to said lots, as each  
said easement is designated in said map by  
its respective lot number followed by an "E".

SCHEDULE "A"

3890 367

PARCEL 4 B

Portions of Lots 51, 54, 67, 68, 72 and 73 of the Patterson Ranch Sub-division, Book 8, pages 1-9 of Miscellaneous Records (Maps) of the County of Ventura, described as follows:

Commencing at most westerly corner of Lot 124, Tract No. 2026-1 as recorded in Book 55, page 82, Miscellaneous Records (Maps), which is a point of intersection of northwesterly property line of said Lot 124 and of northeasterly property line of Mandalay Canal, 300' wide, a property of Southern California Edison Company and which is the true point of beginning; thence,

1. Along said northeasterly property line N 28-58-33 W 3,413.37 ft. to the beginning of a tangent curve concave northeasterly and having a radius of 738.50 ft.; thence,
2. Along said curve northwesterly through the central angle  $12^{\circ} 58' 20''$  a distance of 167.21 ft.; thence,
3. On a tangent to said curve N 16-00-13 W, 186.76 ft. to the point of intersection of said northeasterly property line of Mandalay Canal and South property line of Wooley Road, being 40' wide; thence,
4. Along said South property line of Wooley Road S 89-59-51 E 1,625.33 ft.; thence,
5. At right angle S 0-00-09 W 1,632.00 ft.; thence,
6. S 63-58-33 E 1,050.00 ft.; thence at right angle,
7. S 26-01-27 W 1,195.85 ft.; thence,
8. S 18-15-09 E, 111.45 ft., radially to the curve concave southerly and having a radius of 544.07 ft.; said curve constitutes the northwesterly property line of Hemlock Street; thence,
9. Along said curve Southwesterly through the central angle of  $10^{\circ} 43' 24''$  a distance of 101.83 ft.; thence,
10. On a tangent to said curve S 61-01-27 West 5.63 ft. to the beginning of a tangent curve concave southeasterly and having a radius of 84.00 ft.; thence,
11. Along said curve southwesterly through a central angle 34-00-19 a distance of 50.00 ft. to the certain point in said curve radial to which bears S 63-04-52 E; thence,
12. On non-tangent N 28-58-33 W 114.45 ft.; thence at right angle,
13. S 61-01-27 W 139.92 to the true point of beginning.

Total Area of Parcel 4 B = 82.685 Ac.

See Exhibit 71-2

Schedule B  
Page 1



SEE 3890 SEE 368

**PARCEL 4 C**

To be known as Tract 2026-5 when recorded.

Portions of Lots 56, 57, 68 and 69 of the Patterson Ranch Subdivision, Book 8, pages 1-9 of Miscellaneous Records (Maps) of the County of Ventura, described as follows:

Commencing at the point of intersection of Easterly line of Harbor Boulevard (80' wide) and Northwestern line of Hemlock Avenue (60' wide) as recorded Tract 2026-1, Book 55, page 83 of Miscellaneous Records which is the true point of beginning; thence,

1. Along said Northwestern line of Hemlock Avenue N 61-01-27 E 932.03 ft. to the beginning of tangent curve concave Northwesternly and having a radius of 15 ft.; thence,
2. Along said curve northerly through the central angle of  $90^{\circ}$  a distance of 23.56 ft.; thence,
3. Leaving said curve on no-tangent N 61-01-27 E a distance of 144.71 ft. to the Westerly property of Mandalay Canal being a property of Southern California Edison Company; thence,
4. Along said Westerly property line N 25-51-26 W a distance of 134.02 ft. to an angle point in said line; thence,
5. Continuing along said Westerly property line N 28-58-33 W a distance of 1,137.18 ft.; thence,
6. Leaving said Westerly property line S 61-01-27 W 1,004.74 ft. to a point in Easterly line of Harbor Boulevard (80' wide); thence,
7. Along said Easterly line S 24-46-56 E 1,289.45 ft. to the point of beginning.

Total Area of Parcel 4 C = 30.989 Ac.

See Exhibit 71-2

Schedule B  
Page 2

56749

177037 76  
3994 516

RECORDED AT REQUEST OF  
TITLE INS. & TR. CO.  
AT 5:17 PM, FEB 11, 1972  
OFFICIAL RECORDS VENTURA COUNTY  
AUG 11 1972 71

DECLARATION OF RESTRICTIONS  
AND PROTECTIVE COVENANTS

Mandalay Bay

FEB 13 1972

Oxnard Marina Development Co., a California limited partnership,  
hereinafter referred to as "developer", is the owner of that real  
property in the County of Ventura, State of California, more par-  
ticularly described as: Lots 1 through and including 58, Tract No.  
2026-2, as per map recorded in Book 58 pages 80 to 82 of Maps in the  
office of the County Recorder of said county, and hereinafter referred  
to as "Mandalay Bay", and hereby declares that said lots are and shall  
be owned, conveyed, encumbered, leased, rented, used, occupied and im-  
proved subject to the following covenants and restrictions, each of  
which will run with the land and be binding on all parties acquiring  
any right, title or interest in Mandalay Bay and each of which is for  
the purpose of enhancing and protecting the value, desirability and  
attractiveness of the property therein. As used in this declaration,  
Mandalay Bay shall include the property described in Schedule "A" and  
any annexed property or properties deemed to be part thereof in the  
future pursuant to paragraph 2.03 hereof.

USE OF PROPERTY

1.01 No lot shall be used for any purpose (including any business or  
commercial activity) other than for residential purposes except that  
the developer, for the purpose of selling lots, improved or otherwise,  
may use any lot owned by it for a model home or for a real estate  
office.

1.02 No lot shall be used to keep any animals except domestic house-  
hold pets.

1.03 No sign or other advertising device of any nature larger than  
customary and reasonable dimensions no larger than two square feet in  
surface area shall be placed upon any lot except as provided herein.

Developer may erect and maintain on any lot owned by it any signs and other advertising devices in connection with the development and sale of lots in Mandalay Bay.

1.04 No temporary building, trailer, garage, building in the course of construction or other temporary structure shall be used, temporarily or permanently, as a residence on any lot. No trailer or boat shall be kept on a lot except within an enclosed building, or pursuant to the regulations issued by the Mandalay Bay Improvement Authority.

1.05 No clothing or other household fabrics shall be hung outside on a clothesline or similar apparatus upon any lot.

1.06 No lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any lot, except building materials during the course of construction of an approved structure, and then only for a reasonable time. No machinery shall be placed or operated upon any lot except such machinery as is usual in maintenance of a private residence.

1.07 No cesspool or septic tank shall be installed, maintained or used upon any lot. No other sewage disposal system or device shall be installed, maintained or used upon any lot without the approval of the Health Department of Ventura County, California. No water pipe, gas pipe, sewer pipe or drainage pipe shall be installed or maintained on any lot above the surface of the ground except hoses, house roof gutters and movable pipes used for irrigation purposes and connection units for service.

1.08 No lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing water, oil or other hydrocarbons, minerals, gravel or earth.

#### IMPROVEMENT AUTHORITY

2.01 The "Mandalay Bay Improvement Authority" referred to herein as the "Improvement Authority", shall consist of one or more persons as

designated herein. The word "persons" shall include not only natural individuals but also corporate and other legal entities. At the time of this declaration, developer is the sole member of the Improvement Authority. Developer may at any time, by instrument recorded in the office of the County Recorder of Ventura County and referring to this Declaration of Restrictions, designate in its stead any other person or persons as the members of the Improvement Authority and the majority of the members of the Improvement Authority may at any given time similarly make successive substitutions. If at any time developer no longer exists and has made no substitution or if at any time the person or persons who have succeeded as members of the Improvement Authority no longer exist, the membership shall consist of the person or persons designated by the owners of the majority of the lots in Mandalay Bay by instrument recorded in the office of the County Recorder of Ventura County and referring to this Declaration of Restrictions.

2.02 Notwithstanding other provisions contained herein, the Improvement Authority may, without violation of this declaration resulting therefrom, authorize a lot owner with respect to his lot to:

1. Maintain a sign which might otherwise violate section 1.03 above for the purpose of renting or selling his lot.
2. Locate swimming pools, tennis courts and other structures within setback areas.
3. For good cause shown allow deviations from the applicable deed restrictions to avoid unnecessary hardships or expense, but no deviation shall be allowed to authorize a use not otherwise permitted pursuant to this declaration and those filed on annexed properties.

2.03 Upon compliance with the provisions of this paragraph, the owners of real property contiguous to Mandalay Bay, as it may from time to time be constituted, may by recorded declaration impose upon such contiguous

property the restrictions hereby declared, and such contiguous property will thereupon be deemed to be part and parcel of Mandalay Bay for all purposes hereunder. Said declaration shall include Mandalay Bay, as then constituted, as part of the property for the benefit of which the covenants and restrictions therein are declared, and shall be in form and substance as submitted to and accepted by the Improvement Authority hereunder. Acceptance may be withheld by the Improvement Authority on the basis of previous development of such contiguous property inconsistent with the development or proposed development of Mandalay Bay.

SETBACK, DESIGN AND CONSTRUCTION OF BUILDINGS  
AND IMPROVEMENTS

3.01 "Structure" means any thing or device (other than trees, shrubbery and landscaping) the placement of which upon any lot might affect the architectural appearance of such lot, including by way of illustration and not limitation any building, garage, porch, shed, greenhouse or lath-house, coop or cage, covered patio, swimming pool, wharfage facility, dock, deck, wharf, float, slip, raft, pier, landing, clothesline, free-standing mailbox, fence, wall or hedge more than two (2) feet in height, signboard or any temporary or permanent living quarters including any house trailer. "Structure" shall also mean any excavation or fill, the volume of which exceeds five (5) cubic yards or any excavation, fill ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters upon or across any lot, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel upon or across any lot.

3.02 Except as provided in 3.04, no structure may be erected or maintained on any lot or lots except one single family dwelling house, together with such other structures, detached or attached, as are approved in writing by the Improvement Authority. Any outbuilding shall conform in appearance with said dwelling house and no such outbuilding or other

structure may be erected prior to the erection of such dwelling house.

3.03 No grade, ground level or drainage pattern of any lot shall be materially altered or changed in any manner without first obtaining the prior written consent and approval of the Improvement Authority.

3.04 Two contiguous lots commonly owned may be treated by the owner as one lot with no setback line on either side of the boundary common to both lots.

3.05 No facilities, including poles and wires, for the transmission of electricity, telephone messages and television or radio, except as specifically provided herein, and the like shall be placed or maintained above the surface of the ground of any lot. No outside television or radio pole or antenna shall be constructed, erected or maintained on any building or on any lot located in such a manner as to be visible from the outside of any such building except by and with the prior written consent of the Improvement Authority.

3.06 No structure shall be erected, placed, moved onto or permitted to remain upon any lot or easement appurtenant thereto, nor shall any existing structure be permitted to remain upon any lot or easement appurtenant thereto, nor shall any existing structure upon any lot or easement appurtenant thereto be altered in any way which changes the exterior appearance thereof except in accordance with the complete plans therefor previously submitted to, and approved in writing by the Improvement Authority. The minimum scale of the plans shall be 1/8" equals 1'. A plot plan in said minimum scale shall show the location of all buildings, drives, walks, fences, existing houses and other structures on all sides of the lot. Existing and proposed contours throughout the lot, abutting lots and abutting street elevations on all sides shall be shown. Structure plans shall show all exterior elevations, indicate and locate on each elevation the materials to be used and designate each exterior color to be used by means of actual

color samples.

The owner shall, prior to submission of said complete plans and specifications as provided above, submit to the Improvement Authority preliminary or tentative plans and specifications, including preliminary plot plan, which shall clearly and completely show and set forth the essential features and intent of the construction subject to the preparations, submission and approval of the final building plans, plot plan and specifications as provided herein. Prior to the approval of the final building plans, landscaping plans, in the minimum scale of 1/4" equals 1', shall be submitted for approval showing the type and size of all existing and proposed landscaping.

The owner shall complete, or cause to have completed, the landscaping of his lot within three months immediately following the completion of the building construction of his primary structure. If the owner fails to have the landscaping completed within this three-month period, developer may enter upon the owner's lot and complete the landscaping in accordance with the approved landscaping plans on file with the Improvement Authority. No such entry shall be deemed a trespass and developer shall not be subject to any liability therefor. The costs of such work shall be billed to and paid by the owner of the lot, and shall, if unpaid forthwith upon billing, bear interest at the legal rate. A reasonable attorney's fee may be awarded by the court in any action brought to collect such costs.

All requests for preliminary approval shall be accompanied by a fee of \$200.00 and two complete sets of preliminary plans for which approval is requested. Two complete sets of final plans will be required for final approval, although no additional fee will be required upon the submission of the final plans. So long as developer is a member of the Improvement Authority developer shall be exempt from the requirement of this section 3.06.

3.07 If a plan is not disapproved by the Improvement Authority within

sixty (60) days after its submission, it shall be deemed the equivalent of written approval. The Improvement Authority shall retain for its permanent records a copy of each approved plan. Unless the time is extended in writing by the Improvement Authority, failure to complete all work excluding interior finishing under a plan within one year from the date of approval of the plan shall constitute an automatic revocation of the approval. After such automatic revocation of approval, the structure being constructed or altered shall not then or thereafter be occupied or permitted to remain on any lot for a period longer than three (3) months.

3.08 The Improvement Authority, through its agent, may at any reasonable time or times enter upon and inspect any lot and its appurtenant easements for the purpose of ascertaining whether the maintenance thereof and the maintenance, construction or alteration of structures thereon are in compliance with the provisions hereof. Neither the Improvement Authority nor such agent shall be deemed to have committed a trespass or wrongful act by reason of such entry or inspection.

3.09 The Improvement Authority shall establish, and communicate to lot owners, rules, regulations and procedures for the use of property or portions thereof burdened by this declaration in association with or conjunction with any waterway dedicated for public use as a marina or related uses. Such rules, regulations and procedures shall be limited in scope to the proper design, maintenance, appearance and construction of structures the primary purpose of which is to provide access to or to be used in conjunction with such waterways, and to the maintenance, wharfage and operation of boats or other water craft on such waterways. Such rules, regulations and procedures shall be deemed to be supplemental to, and shall be interpreted to be consistent with, the exercise of the police power of the public entity having jurisdiction over any portion dedicated to a public use, and to the extent that any such rule, regulation or procedure is inconsistent therewith, it shall be void.



WEED REMOVAL

4.01 Developer may at any time enter upon any lot that is vacant and unplanted for the purpose of cutting, plowing under, burning or otherwise removing or disposing of rubbish or litter. No such entry shall be deemed a trespass and developer shall not be subject to any liability therefor. The costs of such work shall be billed to and paid by the owner of the lot, and shall, if unpaid forthwith upon billing, bear interest at the legal rate. A reasonable attorney's fee may be awarded by the court in any action brought to collect such costs.

CONSTRUCTION AND ENFORCEMENT

5.01 No restriction herein added to be, or shall be construed as, a condition subsequent.

5.02 The determination by a court that any restriction is void shall not affect the validity of any other restriction.

5.03 Damages shall not be deemed adequate compensation for any breach or violation of a restriction.

5.04 Any party to a proceeding who succeeds in enforcing a restriction or enjoining the violation of a restriction against a lot owner may be awarded a reasonable attorney's fee against the lot owner.

5.05 Upon any violation or breach of any restriction, developer may enter upon any lot where such violation exists and summarily abate and remove any thing or condition that may be or exist thereon contrary to the provisions hereof. Developer shall not thereby be deemed to have trespassed upon such lot and shall be subject to no liability to the owner or occupant of such lot for such entry, abatement or removal.

5.06 Every person acquiring a lot from developer or a subsequent grantee covenants to observe, perform and be bound by this Declaration of Restrictions.

BOOK 3994 PAGE 524

5.07 Waiver of a restriction as to any lot or failure to enforce it shall not waive other restrictions as to that lot or any restrictions as to any other lot.

5.08 No violation of any restriction shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, but any purchaser at any trustee's, mortgagee's or foreclosure sale shall be bound by the restrictions.

5.09 At such date after January 1, 2010, as the record owners of a majority of the lots determine, such record owners may record in the office of the County Recorder of Ventura County a document declaring that all or certain of these restrictions are terminated and the restrictions so designated shall terminate.

EXECUTED as of August 11, 1972

OXNARD MARINA DEVELOPMENT CO.  
By: ZURN INDUSTRIES, INC.

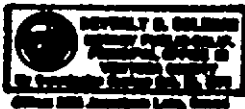
By: Joseph H. Gallagher  
Martin M. M...

BOOK 3994 PAGE 525

STATE OF CALIFORNIA     )  
                              ) ss.  
COUNTY OF VENTURA     )

On August 11, 1972, before me, the undersigned,  
a notary public in and for said state, personally appeared \_\_\_\_\_  
Joseph H. Gallagher, known to me to be the Agent  
\_\_\_\_\_ and Merton M. Haag, known  
to me to be the Agent \_\_\_\_\_ of Zurn Industries, Inc.,  
the general partner of the limited partnership that executed the within  
instrument, and acknowledged to me that such limited partnership executed  
the same.

WITNESS my hand and official seal



*Beverly S. Coleman*  
Notary Public in and for said  
County and State

BEVERLY S. COLEMAN - NOTARY PUBLIC  
My Commission Expires October 13, 1975  
Ventura County - State of California