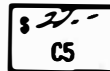


RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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RECORDING REQUESTED BY
EAST-AMERICAN TITLE INS. CO.

Broadmoor Homes, Inc.
17500 Red Hill Avenue, Suite 100
Irvine, California 92714
ATTN: Janeen Doeding



RECORDED IN OFFICIAL RECORDS
OF ORANGE COUNTY, CALIFORNIA

-NO 45 AM MAR 14 1979

LEE A. BRANCH County Recorder

(Space above this line for Recorder's use)

SUPPLEMENTARY DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR BROADMOOR HUNTINGTON HARBOUR
(Project No. 5)

THIS SUPPLEMENTARY DECLARATION is made this 27th
day of February, 1979, by Broadmoor Grimaud, a
California limited partnership ("Grimaud"). Grimaud shall
be referred to hereinbelow as the "Declarant."

RECITALS

A. Declarant is the owner and developer of
certain real property ("Project No. 5"), located in the City
of Huntington Beach ("City"), County of Orange, State of
California, and more particularly described in Exhibit "A"
attached hereto and incorporated herein by this reference.
Declarant is also the owner and developer of that certain
real property (the "Street Lot") more particularly described
in Exhibit "B" attached hereto and incorporated herein by
this reference.

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B. Declarant will convey Project No. 5 and the Street Lot subject to the protective covenants, conditions, restrictions, reservations, liens and charges set forth herein and in that certain Declaration of Covenants, Conditions and Restrictions for Broadmoor Huntington Harbour recorded September 21, 1977, in Book 12386, Page 578 of Official Records of Orange County, California, as supplemented and amended ("Declaration").

NOW, THEREFORE, it is declared as follows:

1. Definitions. The definitions set forth in Article I of the Declaration are incorporated herein by this reference.

2. Annexation. Project No. 5 and the Street Lot are hereby annexed, pursuant to Section 2 of Article II of the Declaration, to the R-1 Property and are hereby made subject to all the terms, covenants, conditions and provisions set forth in the Declaration, to all intents and purposes as though Project No. 5 and the Street Lot were a part of the Declaration.

3. Use. Except as provided in Section 11 of Article XVIII of the Declaration, no building, structure or improvement shall be constructed, erected, altered, placed or permitted to remain on any Common Area within Project No. 5 other than one or more Condominium Buildings containing Units and customary appurtenances designed for occupation by not more than one Family. Units shall only be used for the residential purposes of a Family.

4. Street Lot.

(a) Subject to the provisions of subsection (c) hereinbelow, every Member who owns a Condominium, and only such Members, shall have a right and easement of access, use and enjoyment in and to the Street Lot and such easement shall be appurtenant to and shall pass with the title to every Condominium subject to Assessment.

(b) Prior to the conveyance of the first Condominium within Project No. 5, fee simple or other fee or leasehold title to, or an easement or license in, the Street Lot shall be conveyed to the Association, free and clear of any and all encumbrances and liens, except current real property taxes, which taxes shall be prorated to the date of transfer, and reservations, easements, covenants, conditions and restrictions then of record, including those set forth in this Supplementary Declaration.

(c) The rights and easements of access, use and enjoyment created by subsection (a) hereinabove shall be subject to the following:

(i) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Street Lot and facilities thereon, if any, and in aid thereof, to deed in trust said Street Lot; provided, however, that the rights of any beneficiary under such deed of trust shall be subordinate to the rights of the Members of the Association who own Condominiums; and

(ii) The right of the Association to take such steps as are reasonably necessary to protect the Street Lot against foreclosure; and

(iii) The right of the Association to dedicate or transfer all or any part of the Street Lot to any public agency, authority or utility or any other entity for such purposes and subject to such conditions as may be agreed to by its Members who own Condominiums; provided, that no such dedication or transfer shall be effective unless approved by the vote or written consent of Members who own Condominiums who are entitled to exercise not less than two-thirds (2/3) of the voting power of such class of Members, and an instrument in writing is recorded and signed by the Secretary of the Association certifying that such dedication or transfer has been approved by the required vote and/or written consent; provided, further, that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Street Lot shall not require such prior written consent; and

(iv) The right of the Association to establish and enforce reasonable rules and regulations pertaining to the use and enjoyment of the Street Lot, including, without limitation, parking thereon; and

(v) The right of the Association to perform its duties and exercise its powers under Article IX of the Declaration and Section 4 hereof and the power of the Association to grant easements on the Street Lot as provided hereinbelow; and

(vi) Any limitations, restrictions or conditions affecting the use, enjoyment or maintenance of the Street Lot imposed by the Declarant or any city, county or other governmental agency having jurisdiction to impose

any such limitations, restrictions or conditions, and whether by agreement with the Association, the Declarant or otherwise; and

(vii) Such other rights of the Association, the Condominium Architectural Committee, the Board, the Owners of the Condominiums and the Declarant with respect to the Street Lot as may be provided for in the Declaration or herein.

(d) Subject to the limitations of this Section, any Member who owns a Condominium may delegate, in accordance with the By-Laws, his right of use and enjoyment to the Street Lot and facilities thereon, if any, to the members of his Family, his tenants and contract purchasers who reside in his Unit.

(e) The California Vehicle Code may be enforced on the Street Lot by the City. The City is hereby declared to have a right of access over the Street Lot for purposes of police and fire protection, trash collection and utility maintenance.

(f) The Association shall:

(i) Own, lease, maintain, control and otherwise manage, or cause to be managed, in a neat, safe, attractive, sanitary and orderly condition, the Street Lot and all facilities, improvements, walls, fencing, fire hydrants, utility facilities, parking areas, drainage courses and facilities and landscaping thereon and thereunder, including (subject to the provisions of subsections (j) and (k) hereof) the reconstruction, repair or replacement thereof when necessary or appropriate.

(ii) Pay any real and personal property taxes and other charges assessed against the Street Lot unless separately assessed to the Condominium Owners.

(iii) Obtain, if appropriate, for the benefit of the Street Lot, all telephone, water, gas and electric services and refuse collections.

(iv) Subject to the limitations of subsection c(iii) hereinabove, grant easements where necessary for utilities and sewer facilities over or under the Street Lot to serve Broadmoor Huntington Harbour.

(g) The Association is hereby declared to have a license in favor of the Association, its agents and representatives, to traverse upon such property contiguous to the Street Lot as shall be necessary to gain access to such lot. Each Owner agrees, for himself and his heirs, successors, executors, administrators and assigns, that he will permit free access by the Association and its authorized agents and representatives for the purpose of exercising their rights and duties with respect to the Street Lot.

(h) There is hereby reserved by the Declarant, including, without limitation, its sales agents and representatives and prospective purchasers of Condominiums, together with the right in the Declarant to grant and transfer the same, over the Street Lot as the same may from time to time exist, easements for construction, display, sales offices and incidental parking and exhibit purposes in connection with the construction, development and sale of Condominiums within Broadmoor Huntington Harbour and for such other purposes and subject to such limitations as may be provided in Section 11 of Article XVIII of the Declara-

tion; provided, however, that such use by the Declarant and others shall not unreasonably interfere with the reasonable use and enjoyment of the Street Lot by the Members entitled to such use and enjoyment.

(i) The comprehensive public liability insurance policy and the policy of fire and casualty insurance which the Association is required to obtain pursuant to Sections 1(a) and (b) of Article XII of the Declaration shall include coverage of the Street Lot just as though said lot were included within said Sections and said Article (including, without limitation, Section 3 of said Article).

(j) In the event of partial or total destruction of the Street Lot (including any improvements thereon), it shall be the duty of the Association to restore and repair the same to its former condition as promptly as is practical and in a lawful and workmanlike manner. The proceeds of any insurance maintained pursuant to this Declaration shall be used for such purpose, subject to the prior rights of beneficiaries of deeds of trust whose interests may be protected by said policies.

(k) The term "taking" as used in this subsection shall mean condemnation by eminent domain or by sale under threat of condemnation. In the event of a threatened taking of all or any portion of the Street Lot, the Members of the Association hereby appoint the Board and such persons as the Board may delegate to represent all of the Members in connection with the taking. The Board shall act in its sole discretion with respect to any awards being made in connection with the taking and shall be entitled to make a voluntary sale to the condemnor in lieu of engaging in a condemnation

action. Subject to the prior rights of beneficiaries of deeds of trust, if any, any awards received on account of a taking shall be paid to the Association. In the event of a taking of less than all of the Street Lot, the rules as to the restoration and replacement of the Street Lot and the improvements thereof shall apply as in the case of the destruction of the Street Lot as provided hereinabove. In the event of a taking, the Board shall retain any award in the general funds of the Association for the benefit of Members who own Condominiums.

(1) Each Member shall be liable to the Association for any damage to the Street Lot or to any of the equipment or improvements thereon which may be sustained by reason of the negligence or wilful misconduct of said member or his Family, relatives, guests or invitees, both minor and adult.

5. Common Area. Every Member who owns a Condominium shall have a nonexclusive easement for use and enjoyment in and to the Common Area, regardless of the Project in which such member is an Owner, and such easement shall be appurtenant to and shall pass with the title to every Condominium subject to assessment, subject to all of the easements, covenants, conditions, restrictions and other provisions contained in the Declaration and this Supplementary Declaration, including, without limitation the following provisions:

(a) The right of the Association, as provided in its By-Laws, to suspend the voting rights and/or use or enjoyment rights to recreational or social facilities within the Common Area of any Member for any period during which

any Assessment against his Condominium remains unpaid and delinquent, and for a period not to exceed thirty (30) days for any infraction of the Association Rules; and

(b) The right of the Association to establish and enforce reasonable rules and regulations pertaining to the use and enjoyment of the Common Area and the facilities thereon; and

(c) The right of the Association to limit the number of guests of Members and to limit the use of the Common Area by persons not in possession of a Condominium, but owning a portion of the interest in a Condominium required for membership; and

(d) The right of the Association to charge reasonable admission and other fees for the use of any facility situated upon the Common Area; and

(e) The right of the Association to grant easements on, over and under the Common Area to public utilities or governmental entities or agencies; provided that such easement shall not unreasonably interfere with the right of any Owner to the use and enjoyment of his Unit and the Common Area. No such easement shall be effective unless an instrument signed by Members who own Condominiums entitled to cast two-thirds (2/3) of the voting power of the Members residing in the Project in which the easement will be granted has been recorded agreeing to the granting of such easement. The certificate of the President and Secretary of the Association attached to such instrument certifying that the Members signing such instrument represent two-thirds (2/3) of the voting power of the Members residing in the Project in which the easement will be granted shall be deemed conclusive proof thereof; and

(f) The right of the Association to perform its duties and exercise its powers under the Declaration and this Supplementary Declaration; and

(g) Any limitations, restrictions or conditions affecting the use, enjoyment or maintenance of the Common Area imposed by the Declarant or any city or county or other governmental agency having jurisdiction to impose any such limitations, restrictions or conditions, and whether by agreement with the Association, the Declarant or otherwise; and

(h) Such other rights of the Association, the Condominium Architectural Committee, the Board, the Owners of Condominiums and the Declarant with respect to the Common Area as may be provided for in this Declaration.

6. Delegation of Use of Common Area. Subject to the limitations of Section 5 hereinabove, any Member who owns a Condominium may delegate, in accordance with the By-Laws, his right of use and enjoyment to the Common Area and facilities thereon to the members of his Family, his tenants and contract purchasers who reside in his Unit.

7. Easements.

(a) The easements set forth in Section 3 of Article X of the Declaration, when granted to Owners of Condominiums, shall be subject to the rights of the Association as set forth in Section 5 hereinabove.

(b) There is hereby reserved by the Declarant, including, without limitation, its sales agents and representatives and prospective purchasers of Condominiums, together with the right in the Declarant to grant and transfer the same, over the Common Area, as the same may from time to

time exist, easements for construction, display, sales offices and incidental parking and exhibit purposes in connection with the construction, development and sale of Condominiums within Broadmoor Huntington Harbour and for such other purposes and subject to such limitations as may be provided in Section 11 of Article XVIII of the Declaration; provided, however, that such use by the Declarant and others shall not unreasonably interfere with the reasonable use and enjoyment of the Common Area by the Members entitled to such use and enjoyment.

8. Repair and Maintenance by Owner. Except as the Association shall be obligated to maintain and repair as may be provided in the Declaration or this Supplementary Declaration, every Owner of a Condominium shall:

(a) Subject to the Article of the Declaration entitled "Architectural and Landscaping Control":

(i) maintain all plants and other growing things emplaced or located within the nonresidential elements of Units, and such plants or other growing things shall be permitted to encroach into or onto the Common Area; and

(ii) repair, maintain or replace Garage doors, including, without limitation, hinges, springs and other parts of the door mechanism; and

(iii) maintain, repair, replace and restore all portions of the Unit, including, without limitation, the interior walls, ceilings, floors and doors in a clean, sanitary and attractive condition.

(b) Clean the interior and exterior window glass enclosing his Unit.

9. Assessments. Notwithstanding any other term or provision of the Declaration or this Supplementary Declaration, the R-1 Regular Assessment levied against the Owner of any Lot within the R-1 Property shall not include any Common Expenses incurred (or estimated) in connection with, or as a result of, the maintenance, management, operation, repair or replacement of the Street Lot and, without limiting the generality of the foregoing, said exclusion shall include, but shall not be limited to: utility, trash pick-up and disposal, gardening and other fees and charges for services benefiting the Street Lot; premiums charged for fire, casualty, liability, workmen's compensation and other insurance covering the Street Lot; and amounts paid by the Association for the discharge of any lien or encumbrance levied against the Street Lot.

10. Undivided Interest. The instrument by which each Owner of a Condominium within Project No. 5 receives title to his Condominium shall convey to each such Owner a separate fee interest in a Unit, together with an undivided 1/8th interest in the Common Area shown and defined in the Condominium Plan for Project No. 5.

11. Use of Street Lot. Without the prior written consent of Declarant, no use shall be made of the Street Lot by an Owner or Member or other person until such time as the improvement of said lot has been completed and such lot is available, under applicable laws and regulations, for use as provided for in the Declaration and this Supplementary Declaration.

12. Enclosures. No Balcony shall be enclosed by glass, screens or any other material.

13. Amendment. This Supplementary Declaration may be amended only in accordance with Section 2, Article

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XVIII of the Declaration; provided, however, that before the conveyance of the first Condominium in Project No. 5, this Supplementary Declaration may be amended by the Declarant without complying with the provisions of said Section. Any amendment must be properly recorded.

IN WITNESS WHEREOF, the Declarant has executed this Supplementary Declaration on the day and year first above written.

BROADMOOR GRIMAUD, a limited partnership

By Broadmoor Homes, Inc., a general partner



By *S. Reid Gustafson*
S. Reid Gustafson
Its Vice President
By *Bette J. Fazekas*
Bette J. Fazekas
Its Assistant Secretary

"Declarant"

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.

On February 27, 1979, before me, the under-
signed, a Notary Public in and for said State, personally
appeared S. Reid Gustafson, known to me to
be the Vice President, and Bette J. Fazekas
known to me to be the Assistant Secretary of
BROADMOOR HOMES, INC., the corporation that executed the
within instrument and known to me to be the persons who
executed the within instrument on behalf of said corporation,
said corporation being known to me to be a general partner
of BROADMOOR GRIMAUD, the partnership that executed the
within instrument and acknowledged to me that such corpora-
tion executed the same as such partner and that such partner-
ship executed the same.

WITNESS my hand and official seal.

Signature Germaine B. Guns
GERMAINE B. GUNS
Name (Typed or Printed)



The undersigned, Home Savings and Loan Association,
beneficiary under that certain deed of trust recorded April 21,
1978, in Book 12643, Page 413, Official
Records, Orange County, California, hereby consents to the
within Supplementary Declaration of Covenants, Conditions and
Restrictions for Broadmoor Huntington Harbour (Project No. 5)
and hereby subordinates the lien of said deed of trust to the
provisions contained herein.

HOME SAVINGS AND LOAN ASSOCIATION

By WMA
Senior Vice President

By Dec. Ann Chamberlain
Assistant Secretary

STATE OF CALIFORNIA)
) ss
 COUNTY OF LOS ANGELES)

On March 2, 1979, 1979, before me, the under-
 signed, a Notary Public in and for said County and State,
 personally appeared W. H. Harvey, known to me to
 be the Senior Vice President, and Dee-Ann Chamberlain,
 known to me to be the Assistant Secretary of Home Savings
and Loan Association, 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.

Jean B. Rosen
 Notary Public in and for said State



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Description
of
Project No. 5

Lot 22 of Tract No. 10004 as shown on a Map recorded
in Book 418, Pages 1 through 4, inclusive, of Miscellaneous
Maps, records of Orange County, California.

Exhibit "A"

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Description
of
Street Lot

Lot D of Tract No. 10004 as shown on a Map recorded
in Book 418, Pages 1 through 4, inclusive, of Miscellaneous
Maps, records of Orange County, California.

Exhibit "B"