

WHEN RECORDED MAIL TO:

CALABASAS PARK HOMEOWNERS ASSOCIATION  
P.O. Box 426  
Calabasas Park, California 91302

FIRST AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
TRACT 25323  
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

THIS FIRST AMENDMENT to the Declaration of Covenants, Conditions and Restrictions for Tract 25323 (hereinafter referred to as the "Declaration"), is made as of this 12th day of October, 1983, by Calabasas Park Co., a partnership, (hereinafter "Declarant") as successor in interest to Calabasas Developers, Inc., and the undersigned Lot Owners (hereinafter "Owner"), with reference to the following:

- A. A Declaration of Covenants, Conditions and Restrictions for Tract 25323 was recorded DECEMBER 11, 1969 as Instrument No. 2567 in Book M3365, Pages 954 to 982 inclusive, Official Records, Los Angeles County.
- B. Article 7.2 Amendments, provides in part that said Declaration may be amended by an instrument in writing consented to by the Declarant and the record owners of seventy (70%) percent of the Lots within Tract 25323.
- C. The undersigned are the Declarant and the records owners of no less than seventy (70%) percent of the Lots within Tract 25323.
- D. Said Declaration is hereby amended as follows:

A new Article 8, entitled Calabasas Park Homeowners Association hereby provides as follows:

ARTICLE 8

CALABASAS PARK HOMEOWNERS ASSOCIATION

8.1. The Association. Calabasas Park Homeowners Association (hereinafter "Association"), has been organized as a California non-profit mutual benefit corporation and has previously been conveyed certain Open Space Lots (hereinafter "Common Areas") by Declarant. The conveyance of the Common Areas are by Deeds recorded (1) on August 8, 1980, as Instrument No. 80-763635, and (2) on March 31, 1981, as Instrument No. 81-324991, and consist of the following Common Areas:

- (a) 1. Lot 1 of Tract 37811, in the unincorporated area of the county of Los Angeles, state of California, as per map recorded in book 958 pages 59 and 60 of Maps, on September 17, 1980, in the office of the county recorder of said county.

2. Lot 1 of Tract 37530, in the unincorporated area of the county of Los Angeles, state of California, as per map recorded in book 959 pages 43 and 44 of Maps, on September 24, 1980, in the office of the county recorder of said county.
3. Lot 2 of Tract 37531, in the unincorporated area of the county of Los Angeles, state of California, as per map recorded in book 961 pages 7 and 8 of Maps, on October 8, 1980, in the office of the county recorder of said county.
4. Lot 2 of Tract 35965, in the unincorporated area of the county of Los Angeles, state of California, as per map recorded in book 970 pages 4 to 10 inclusive of Maps, on January 7, 1981, in the office of the county recorder of said county.
5. Parcel 10 of Parcel Map 1406, as recorded in Book 24, page 95 of Maps on April 13, 1970 (formerly recorded as Lot 51 of Tract 27930).
6. Parcel 1 of Parcel Map 1258; as recorded in Book 19, page 54 of Maps on June 11, 1969 (formerly recorded as Lot 49 of Tract 27930).
7. Parcel 3 of Parcel Map 1172, as recorded in Book 24, page 3 of Maps on February 9, 1970 (formerly recorded as Lot 50 of Tract 27930).
8. Parcel 2 of Parcel Map 1173, as recorded in Book 24, page 4 of Maps on February 9, 1970 (formerly recorded as Lot 29 of Tract 26031).
9. Lot 28 of Tract 26031 as recorded in Book 786, page 12 of Maps on May 21, 1969.
10. Lots 60, 61, 62, 63, 64, 65, and 66 of Tract 28212, as recorded in Book 786, pages 42-46 of Maps on May 28, 1969.
11. Lots 50, 51, 52, 53 and 54 of Tract 30703, as recorded in Book 792, pages 76-80 of Maps on October 30, 1969.
12. Lot 11 of Tract 25323, as recorded in Book 794, pages 18-21 of Maps on December 10, 1969.
13. Lots 138, 149 and 150 of Tract 29385, as recorded in Book 815, page 47 of Maps on March 22, 1972.
14. Lot 2 of Parcel Map 1522, as recorded in Book 25, page 51 of Maps on May 19, 1970.

(b) The foregoing Common Areas are for the common benefit, use and enjoyment of the Residential Lot Owners of Tract 25323, as well as the Residential Lot Owners of the following neighboring Tracts within Calabasas Park:

1. Tract 28212 (Park Mirasol, Park Sorrento)
2. Tract 27930 (Park Serena, Park Allegra, Park Verona, Park Cordero)
3. Tract 26031 (Park Contessa, Park Livorno)
4. Tract 29733 (Park Aurora)
5. Tract 30703 (Park Alisal, Park Corona, Park Esperanza)
6. Tract 28216 (Park Vicente)
7. Tract 28055 (Park Monaco, Park Madrid, Park Antigua, Park Mallorca, Park Sevilla)
8. Tract 27698 (Park Andorra, Park Belmonte, Park Milano)
9. Tract 30445 (Park Belmonte)
10. Tract 25323 (Park Miramar)
11. Tract 29258 (Lake Pointe)
12. Tract 29385 (Calabasas Hills)
13. Tract 31884 (Eastridge)
14. Tract 33170 (Park Sorrento Condominiums)
15. Tract 32518 (Oakcreek)
16. Tract 33471 (Oakpark)
17. Tract 31164 (Vista Pointe)
18. Tract 31277 (Vista Pointe)

(c) Each of the Residential Lot Owners and their successors in interest, in Tract 25323, as well as the other members of the Association, shall have the right of enjoyment and use for recreational purposes in and to the Common Areas owned by the Association, which right shall be appurtenant to and shall pass with the future transfer of title to each of the Residential Lots, subject to the right and authority of the Association to do the following:

1. To adopt reasonable rules and regulations for the use of the Common Areas including the reasonably limiting of the number of guests a Residential Lot Owner may have using the Common Areas.

2. To charge reasonable fees for the use of the Common Areas and security that may be required.

3. To grant easements to any utility or public agency for repair and maintenance as may become necessary.

4. To suspend the voting rights of members of the Association during any period in which the member is more than sixty (60) days delinquent in the payment of any regular or special assessment.

8.2. Membership and Voting. Each Residential Lot Owner joining in the execution of the First Amendment to the Declaration for Tract 25323 shall automatically become a member of the Association. Membership shall be appurtenant to the ownership of a Residential Lot and may not be separated therefrom.

(a) Those Residential Lot Owners not joining in the execution of said First Amendment to the Declaration, may thereafter become members of the Association on a yearly basis, by paying to the Association the regular annual

assessment for that year.

(b) Upon the future transfer of title to a Residential Lot by an Owner who has not joined in the execution of the First Amendment to the Declaration, the transferee of the Residential Lot shall automatically become a member of the Association.

(c) All members of the Association shall be entitled to one (1) vote for each Residential Lot owned for which assessments are levied. When more than one (1) person holds an interest in any Residential Lot, all such persons may be considered members of the Association but must decide amongst themselves how their one (1) vote shall be cast.

(d) The voting rights of a member shall be suspended during any period in which the member is more than sixty (60) days delinquent in the payment of any assessment.

8.3. Assessments. The Association shall levy a regular annual assessment against each Residential Lot which shall be used exclusively to promote the health, safety, recreation and welfare of members of the Association, and for the security, security patrol, improvement, insurance and maintenance of the Common Areas, and for the administrative expenses of the Association including, but not limited to, accounting, publication and mailing, and legal expenses in the commencement and prosecution of any proceedings in law or equity for the benefit of the Association, its members and its properties.

(a) The initial regular annual assessment shall be in the amount of \$250.00 per Residential Lot, except as hereinafter provided for multiple lot ownership. Any increase in the regular annual assessment shall require the affirmative vote or written consent of fifty-one (51%) percent of members of the Association. Any increase above twenty (20%) percent of the previous years regular annual assessment shall require the affirmative vote or written consent of sixty six and two thirds (66 2/3%) percent of members of the Association.

(b) The initial annual regular assessment shall become due thirty (30) days after the recording of the First Amendment to the Declaration with the Office of the Los Angeles County Recorder. Thereafter, regular assessments shall be due on the anniversary date of the recording of the First Amendment to the Declaration; provided, the Board of the Association may subsequently change the regular annual assessment date to conform to the accounting year established for the Association. To the extent a member has paid during the same fiscal year amounts for dues and/or security, said sums will be credited by the Association against the initial annual regular assessment.

(c) All regular annual assessments shall be fixed at a uniform rate for each Residential Lot, except as hereinafter provided, and may be collected on a monthly, quarterly, semi-annual or annual basis, as determined by the Board of the Association.

1. Owners of more than one (1) Residential Lot, where vesting is recorded in the identical manner, and where the multiple Residential Lots are owned as of the date of recording the First Amendment to the Declaration, shall be assessed for only one (1) Residential Lot. Upon the transfer of one (1) or more of the multiple owned Residential Lots, the transferee shall be

subject to assessments. Should an existing Residential Lot Owner acquire one (1) or more additional Residential Lots after the date of recording the First Amendment to the Declaration, the additional lot(s) shall also be subject to assessments.

2. Owners of vacant Residential Lots shall not be subject to assessment until the commencement of construction on the Residential Lot.

8.4. Covenant for Assessments. Each member of the Association, for each Residential Lot owned, except as provided in Section 8.3., is deemed to covenant and agrees to pay to the Association both regular annual assessments and any special assessment that may be imposed.

(a) All assessments shall be levied as hereinabove provided. All assessments, together with legal interest and all costs and reasonable attorney's fees necessary in the collection thereof, shall be a charge on the land and shall be a continuing lien upon the Residential Lot(s) against which each such assessment is made.

(b) Each assessment, together with legal interest, and all costs and reasonable attorney's fees necessary in the collection thereof, shall also be the personal obligation of the person(s) who was the owner of the Residential Lot at the time the assessment was levied.

8.5. Remedies for Non-Payment. Any assessment not paid within thirty (30) days after the due date, shall bear interest from the due date at the then prevailing legal rate of interest per year. The Association may maintain a suit to recover a money judgment for unpaid assessments against the Owner personally obligated to pay the assessment without foreclosing or waiving the lien securing said assessment. No Owner may waive or otherwise escape liability for the assessments herein by non use of Common Areas or abandonment of his Residential Lot. If any suit or action is brought to collect any assessment or charge, then there shall be added to the amount thereof costs of suit and reasonable attorney's fees to be fixed by the Court and included in any judgment obtained.

(a) The assessment lien shall be effective on the due date established by the Board of the Association. Sale or transfer of a Residential Lot shall not affect the assessment lien. No sale or transfer shall relieve a Residential Lot from liability for any assessments thereafter due or from the lien thereof.

8.6. Persons Covered and Amendment. The provisions of the First Amendment to the Declaration shall apply to each and every Owner of each and every Lot in Tract 25323, whether or not joining in the signing of this First Amendment to the Declaration, and shall bind the personal representatives, heirs, successors and assigns of each Residential Lot Owner.

(a) The provisions of this First Amendment to the Declaration may be amended by a further Amendment, executed by seventy (70%) percent of the Owners of Lots in Tract 25323.

8.7. Execution in Counterpart. The First Amendment to the Declaration may be executed simultaneously in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned, being the successor in interest to the Declarant of the Declaration; and no less than seventy (70%) percent of the record owners of Lots within Tract \_\_\_\_\_ have executed this First Amendment to the Declaration as of the day and year first hereinabove written.

Declarant of Declaration

CALABASAS PARK CO., A PARTNERSHIP,  
as successor in interest to Calabasas  
Developers, Inc.

By: Associated Southern Investment Company,  
a corporation, as Partner

By: Thomas P. Kenney  
Attorney-in-Fact

By: Bechtel Investments, Inc.,  
a Nevada corporation, as Partner

By: Thomas P. Kenney  
Attorney-in-Fact

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES) SS

On October 12, 1983, before me, the undersigned a Notary Public in and for said County and State, personally appeared Thomas P. Kenney known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument as the Attorney-in-Fact of BECHTEL INVESTMENTS INC. a Corporation, and of ASSOCIATED SOUTHERN INVESTMENT COMPANY, a Corporation, all of the partners of the partnership that executed the within instrument, and acknowledged to me that he subscribed the names of BECHTEL INVESTMENTS INC. a Corporation, and ASSOCIATED SOUTHERN INVESTMENT COMPANY, a Corporation, as principals, and his own name as Attorney-in-Fact, and further acknowledged to me that such corporations executed the same as such partners and that such partnership executed the same.

WITNESS my hand and official seal.

Lucy M. Nagel  
Notary Public  
In and for said County and State

