

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

The Akins Company
310 West First Company
Tustin, California 92680
Attn: Mr. Michael Courtney

(Space above this line for Recorder's use)

SUPPLEMENTARY DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR STREAM HOUSE

(Project 2)

THIS SUPPLEMENTARY DECLARATION is made this 16th day of February, 1982, by
The Akins Company Venture I, a general partnership ("Akins"). Akins shall be referred to
hereinbelow as the "Declarant".

RECITALS

A. Declarant is the owner and developer of certain real property ("Project No. 2"),
located in the County of Orange ("County"), State of California, and more particularly described
in Exhibit "A" attached hereto and incorporated herein by this reference.

B. Declarant will convey Project No. 2 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 Stream House recorded February 5,
1982, as Instrument

No. 82-044396, in Book ----, Pages ----, through ----, inclusive, Official Records of the County, as amended and supplemented (“Declaration”).

NOW, THEREFORE, it is declared as follows:

1. Definitions. The definitions set forth in the Declaration, including, without limitation, those set forth in Article I thereof, are incorporated herein by this reference.

2. Annexation. Project No. 2 is hereby annexed, pursuant to Section 2.02 of the Declaration, to Project No. 1 and is 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. 2 were a part of the Declaration.

3. Use. Except as provided in Section 17.10 of the Declaration and subject to the other terms and provisions of the Declaration and the terms and provisions of this Supplementary Declaration, no building, structure or improvement shall be constructed, erected, altered, placed or permitted to remain on any Common Area within Project No. 2 other than one or more Condominium Buildings containing Units and customary appurtenances designed for occupation by not more than on Family and such improvements as may be incidental to the social and recreational use of the Common Area.

4. Common Area Interest. The fractional undivided fee interest in common of each Owner in Project No. 2 with the other Owners in Project No. 2 in the Common Area of Project No. 2 shall be a 1/62nd undivided fee interest.

5. Landscaped Control Areas. In addition to the duties and powers enumerated in its Articles and Bylaws, or elsewhere provided for herein and in the Declaration, and without limiting the generalities thereof, the Association acting through the Board shall maintain, repair, replace and reconstruct, or cause to be, substantially as originally improved by the Declarant or as may be further improved or modified with the consent of the Architectural Committee and the board of directors of the Master Association, the landscaped areas (“Landscaped Control Areas”) more particularly described in the Landscaped Control Areas Easement Plan attached hereto as Exhibit “B” and incorporated herein by this reference (including without limitation, all landscaping, improvements, fences, walls and drainage and irrigation facilities and systems located within the Landscaped Control Areas), in a neat, safe, sanitary and orderly condition and in such a manner as to enhance their appearance and to preserve established slope ratios, prevent erosion and sliding problems, and facilitate the orderly discharge of water through established drainage facilities and systems.

6. Landscaped Control Areas, Maintenance Areas and Restrictions.

(a) The cost of any Landscaped Control Areas maintenance or other services required to be performed by the Association which are caused by the negligence or willful misconduct of any Owner, or his Family, relatives, guests or invitees, both minor and adult, shall be borne entirely by such Owner.

(b) Without the prior written approval of the Architectural Committee and the board of directors of

the Master Association, No Owner shall (i) provide or cause to be provided any of the maintenance or other services required to be performed by the Association or (ii) alter, remove or otherwise modify any of the landscaping or improvements on the Landscaped Control Areas.

(c) If any of the costs required to be paid by an Owner under subsection (a) are not paid with thirty days after the Association has furnished a statement of costs to such Owner, the Board shall have the right to levy a Reimbursement Assessment against such Owner to cover the costs.

(d) No improvements, material, plants or other landscaping shall be installed or placed by any Owner upon any Landscaped Control Areas without the prior written consent of the Architectural Committee and the board of directors of the Master Association. Any such approved improvements, material, plants or other landscaping shall be maintained by the Owner of such matters at his own cost and expense entirely in a neat, safe, sanitary and orderly condition and in such a manner as to enhance their appearance and to preserve established slope ratios, prevent erosion and sliding problems, and facilitate the orderly discharge of water through established drainage systems and patterns; provided, however, upon approval of the Architectural Committee and board of directors of the Master Association, such maintenance and/or the cost of such maintenance may be assumed by the Association upon such reasonable terms and conditions as the Board may determine.

7. Easement and License. There shall be granted to the Association over the Landscaped Control Areas an easement

or easements for purposes of maintenance of said Areas in accordance with the provisions of Section 5 hereinabove, together with a license in favor of the Association, its agents and representatives, to traverse upon such property contiguous to Common Area or Landscaped Control Areas as shall be necessary to gain access to such areas. 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 its rights and duties with respect to Common Area and Landscaped Control Areas.

8. Amendment. This Supplementary Declaration may be amended only in accordance with Section 17.02 of the Declaration; provided, however, that before the conveyance of the first Condominium in Project No. 2, 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.

THE AKINS COMPANY VENTURE I,
a General Partnership

By The Akins Company,
a California corporation,
a general partner

By <Signature on File>
Its President

By <Signature on File>
Its Executive Vice President

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On February 16, 1982, before me, the undersigned, a Notary Public in and for said State, personally appeared Bruce K. Akins, known to me to be the President, and Patrick G. Hayes, known to me to be the Executive Vice President of the Akins Company, a California corporation, the corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of said corporation, said corporation being known to me to be one of the partners of The Akins Company Venture I, the partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same.

WITNESS my hand and official seal.

Signature <Signature on File>
Cynthia K. Berg

82-080587

PROPERTY

All those certain lands in the City of Orange, County of Orange, State of California, described as follows:

Those portions of Lots 2 and 4 of Tract No. 11357 shown as Parcel 1 on Lot Line Adjustment LL 81-7, recorded May 27, 1982 in Book 14074, Page 1357 of Official Records.

EXHIBIT "A"

LANDSCAPED CONTROL AREAS EASEMENT PLAN FOR PROJECT NO. 2

That area from exterior fence line of recreation center (lot 6 of Tract 11357) to the adjacent lot line of those portions of Lots 2 and 4 of Tract No. 11357 shown as Parcel 1 on Lot Line Adjustment LL 81-7, recorded May 27, 1981 in Book 14074, Page 1357 of Official Records.

That area from back of sidewalk to adjacent lot line of those portions of Lots 2 and 4 of Tract No. 11357 shown as Parcel 1 on Lot Line Adjustment LL 81-7, recorded May 27, 1981 in Book 14074, Page 1357 of Official Records.

EXHIBIT "B"